

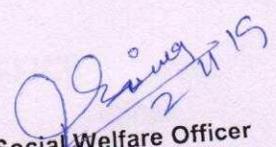
District Social Welfare Office  
Malkangiri

Tender Call Notice

No. 190-XV-79/2019

Date: 02.11.2019

Sealed Tenders are invited from registered travel agencies having valid GST certificate for Selection of Travel Agency for 'Providing Hired Vehicle on Call Basis' for DSWO Office Malkangiri at district level (Mission Shakti) and Seven ICDS projects at Block Level (Mission Shakti). The details of Tender Document including General information may be referred from the district website- [www.malkangiri.nic.in](http://www.malkangiri.nic.in) from Dt- 02.11.2019 to 18.11.2019 The Tender document completed in all respect shall be deposited towards EMD in the office of DSWO, Malkangiri District on or before 18.11.19 by 4 P.M. through Register Post/Speed Post only. A sum of Rs.6000/- (Six Thousand) only shall be deposited by intending bidders in shape of Account Demand Draft drawn in favour of the DSWO, Malkangiri Dist. The Tenders will be opened as per the Tender Schedule. The authority reserves the right to modify/cancel the Tender at any point of time, same will be published in the Website- [www.malkangiri.nic.in](http://www.malkangiri.nic.in)

  
District Social Welfare Officer  
Malkangiri

# TENDER DOCUMENT

**FOR**

**Selection of Travel Agency for Providing Hiring Vehicle on Call Basis  
for DSWO Office Malkangiri at district level (Mission Shakti) ICDS  
projects at Block Level (Mission Shakti)**

*Q. Prising*  
*2/11/19*

**Malkangiri, DSWO OFFICE**

Mission Shakti

At/Po District Social Welfare Officer, Old Collectorate

Malkangiri, Near DRDA, Officer Malkangiri

2019-2020

**Selection of Travel Agency for 'Providing Hired Vehicle on Call Basis' for DSWO Office at district level  
(Mission Shakti) and ICDS projects at  
Block Level (Mission Shakti)**

Sealed tenders are invited in the prescribed format from registered travel agencies having valid GST certificate for Selection of Travel Agency for 'Providing Hired Vehicle on Call Basis' for DSWO Office at district level (Mission Shakti) and ICDS projects at Block Level (Mission Shakti) to be deployed for Mission Shakti under CDPOs in their respective jurisdiction of block/ICDS project and DSWOs at district level. Interested bidders should submit their bids for Call Basis service, latest by 4PM dated 16.08.2019 through speed post/Registered post only.

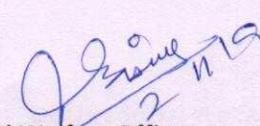
**TENDER SCHEDULE**

Sl.no	Tender Number & Date	Notice No.-190 Date- 02/11/2019
1	Period of issue of Tender Documents	From dated 02 / 11/2019 to dated 18.11.2019
2	Last date & time for submission of tender Documents	Dt.18/ 11/2019 by 4.00 PM
3	Place of submission of completed quotation Documents	Office of the DSWO, <u>Malkangiri</u> (MS)
4	Mode of submission	Through speed post/Registered post only.
5	Place, Date & Time for Pre bid meeting	Office of the DSWO, Malkangiri Date.20.11.2019 Time 4.00 PM
6	Place, Date & Time for opening of Technical Bid	Office of the DSWO, Malkangiri, Date.20.11.2019 Time 4.00 PM
7	Place, Date & Time for opening of Financial Bid	Office of the DSWO, Malkngiri, Date-21.11.2019 Time 4.00 PM (Only for technically qualified Bidders)
8	EMD	Rs.6000/- in shape of DD in favour of DSWO, Malkngiri.
9	Performance Security Deposit	Rs.12000/- per vehicle in shape of DD in favour of DSWO, Malkangiri.

**1. Requirement**

Separate Vehicles on call basis are required at district office & Block ICDS Project office for use of the Mission Shakti Staff working at the Office of the DSWO, Malkangiri & Seven ICDS Projects for Type-I and Type -II vehicles. The requirement will be intimated over phone/or by letter of the appropriate authority.

- I. DSWO, Malkangiri, District- Malkangiri. (Mission Shakti)
- II. Name of the Block ICDS Project.
  - 1.Korunkda ICDS Project. (Mission Shakti)
  2. Chittrakonda ICDS Project. (Mission Shakti)
  3. Khairput ICDS Project. (Mission Shakti)
  4. Mathili ICDS Project. (Mission Shakti)
  5. Malkangiri ICDS Project. (Mission Shakti)
  - 6.Kalimela ICDS Project. (Mission Shakti)
  - 7.Podia ICDS Project. (Mission Shakti)

  
District Social Welfare Officer

Malkangiri

## 2. Bid Price

- 2.1 All duties, GST, taxes and other levies payable by the service provider under the contract shall be excluded in the total price.
- 2.2 The rates quoted by the bidder shall be fixed for the period of the contract and shall not be subject to adjustment on any account.
- 2.3 The Prices should be quoted in Indian Rupees only.
- 2.4 Separate Financial Bid shall be submitted for Block/ICDS project (Type-I) and for District (Type-II)

## 3. Eligibility Criteria of the Bidder:

3.1 The bidder shall furnish the following Self attested Document to establish the bidder's eligibility along with Technical Bid.

- Copy of Registration Certificate of Company/Firm, in case of individual, it is not required
- Copy of GST registration.
- Copy of last two Financial years audited statement/ in case of individual, Income Tax return
- Copy of PAN Card.
- Copy of latest GST return.
- Copy of the latest GSTR3B form of return (2017-18)
- Undertaking to provide good conditioned vehicles (not more than 3 years old) in Form 'D'
- Undertaking that firm/individual is not debarred / blacklisted by Government in Form 'E'

3.2 The agency shall have **minimum 2 years** of experience in the same field.

3.3 The agency shall have provided vehicles to **at least 1** Govt. / Semi-Govt. Organizations / PSUs/Bank/Private Firm etc. in Odisha. Information to be provided in the format annexed in technical Form-C.

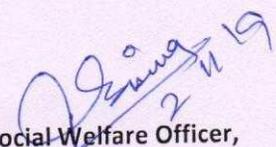
(Self-attested copies of **Work Orders received from Government / Semi-Government/ PSUs / Banks/Private Firm during 2016-17 and 2017-18** are to be furnished).

3.4 Average annual turnover during the last two financial years, i.e till 31st March 2018, shall be at least Rupees two lakh or more taking last 2 Financial years altogether  
(Audited financial Statement/Income Tax Return of last two financial year i.e till 31st March 2018 to be enclosed)

3.5 The agencies must have minimum 2 nos of own commercial vehicle (like Indigo, Swift Dzire or similar vehicle) within 3 years old as per the initial registration at the date of submission of the Bid.  
(RC copy of all own commercial vehicle model within 3 years old to be enclosed as per the format annexed in technical form-B)

3.6 Tender received late and incomplete will not be considered.

The documents are to be arranged serially as per the order mentioned above duly signed and sealed in each page.

  
2/11/19  
District Social Welfare Officer,

Malkangiri

4. **Earnest Money Deposit(EMD):**

The bidder shall furnish EMD of Rs 6,000/- (Six Thousand Only) in the shape of Demand Draft in favour of "**DSWO, Malkangiri** district-Malkangiri". Any bid submitted without EMD will be rejected. The above EMD will be forfeited if a bidder withdraws its bid during the period of bid validity. The EMD (which will not carry any interest) of the unsuccessful bidders will be refunded on execution of agreement with the successful bidder and that of successful bidder on production of Performance Security Deposit. In case of successful bidder, the EMD may be forfeited if the bidder fails to accept the Work Order.

5. **Submission of Bid.**

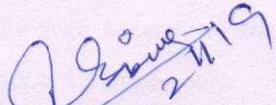
5.1 The tender will have to be submitted in two parts i.e. **Technical Bid (Cover-X which includes Technical form A, B & C,D & E)** and **Financial Bid (Cover-Y which includes financial bid only)**.

The formats & documents to be submitted in technical bid are mentioned in the tender document as detailed at Para-3. The Technical & Financial Bid envelops should be clearly marked as **Technical Bid & Financial Bid** on the top of the relevant envelopes. The tenders should be addressed to: **District Social Welfare Office (Old Collectorate Malkangiri) Near DRDA, Office, At/Po Malkangiri, District-Malkangiri, Pin-764045"**. The bidders shall submit their **technical and financial bid separately in two envelops** and these two envelops should be put into **another cover envelop** super-scribed as **Selection of Travel Agency for 'Providing Hired Vehicle on Call Basis' for DSWO Office, Malkangiri at district level (Mission Shakti) and ICDS projects at Block Level (Mission Shakti) through Registered post / Speed Post only.**

5.2 The Technical Bid shall be furnished enclosing all the eligibility documents as detailed at Para-3 to establish the bidder's eligibility, alongside EMD

5.3 The conditional bids shall not be considered and will be out rightly rejected in very first instance.

5.4 All entries and pages in the tender form shall be legible and filled clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory to be attached. No overwriting or cutting is permitted in the Financial Bid Form, in such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be signed by the person authorized to sign the tender.

  
District Social Welfare Officer

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5. **Performance Security Deposit:**

Successful bidders will be required to deposit Rs. 12,000/- (Twelve Thousand only) per vehicle as Performance Security Deposit in shape of DD in favour of **DSWO, Malkngiri**, and will be refunded within 30 days after satisfactory completion of the contract and after adjustment of dues if any. In case agency is successful to provide vehicle at District as well as one or more block/ICDS Project, the agency has to deposit performance Security Deposit @Rs. 12,000/- for each vehicle. If the agency fails to provide the vehicle/service as per agreement, entire security deposits or part of it shall be forfeited by the **DSWO, Malkangiri, dist. Malkangiri**

7. **Validity of Bid:**

Tender shall remain valid for a period of 60 days after the last date of submission as specified in the tender document.

8. **Evaluation and award of contract:**

Technical Evaluation shall be done first followed by Financial evaluation.

8.1 The technical evaluation of the Technical Bid shall be made for those bidders who fulfill the eligibility criteria as at Sl.no.3 of this Tender document. Financial proposal shall be opened after the technical evaluation is completed. The financial Bids of the Technically qualified bidders will be opened as per the Tender Schedule.

8.2 The comparative statement shall be prepared of each Block/ICDS project and District.

8.3 The bidder who quoted lowest price in the Financial Bid for each Block/ICDS project and Districts shall be awarded the contract.

8.4 Vehicles will come under Type-I in case of Block/ICDS project (within 250 KM) and under Type-II in case of district (within 250 Km & above 250 Km).

8.5 The vehicle running within 250 k.m. per day within the district Headquarters will be treated as Local tour and the price quoted in the financial bid will be considered.

8.6 If the vehicle is running more than 250 K.M per day, it will be treated as long tour and the bidder will charge the price as per the financial bid.

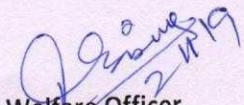
8.7 Night halt charges if required shall be applicable for both Type-I and Type-II on case to case basis.

9. **Contract period**

9.1 The rates/contract will be valid for a period of one year from the date of Contract. No adjustment of rates will be applicable within the time period. The contract may be extended on satisfactory performance.

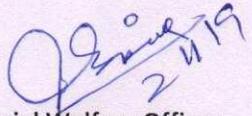
9.2 If the successful Bidder fails to execute the order, the Performance Security of the Bidder will be forfeited and the Bidder will be debarred to participate for subsequent 3 three years.

9.3 There may be empanelment of more agencies for each type of vehicle to be decided by the tender inviting authority based on requirement of the type of vehicle. In case the agency awarded with the contact fails to deliver the service, the service of the empaneled agency will be availed at the negotiated lowest bid price.

  
District Social Welfare Officer

Malkangiri

10. The Bidders' authorised representatives are invited to attend the **Pre-Bid meeting, opening of the Technical Bid and opening of the Financial Bid at their own cost** as per Tender Schedule.
11. The details terms & conditions for providing Vehicle on Call basis can be downloaded from official website i.e. [www.malkangiri.nic.in](http://www.malkangiri.nic.in).
12. In case of any dispute both the parties will settle it mutually first, then if unsettled it may be settled in any court within the jurisdiction of Malkngiri District.
13. The Driver of the vehicle shall maintain a log Book towards running of the vehicle in official work assigned.
14. Payment shall be made on monthly basis though e-transfer within 21 Days after receipt of the original bill along with copy of the log book & the bank details. No advance or part payment will be made in any case.
15. In case of any Addendum/Clarification/Corrigendum/Extension/Modification/Cancellation regarding this tender, the same will be hosted in the above mentioned official websites only.

  
District Social Welfare Officer  
Malkangiri

TENDER FORM-COVER 'X'

## Technical Bid

(The documents have to be arranged serially as per the order mentioned below)

## 1. ORGANIZATION PROFILE

- a) Name \_\_\_\_\_
- b) Regd. Address \_\_\_\_\_
- c) Address of District Office \_\_\_\_\_
- d) Number of Branches in Odisha if any (Please mention place & locations) \_\_\_\_\_
- e) Name of authorized signatory (in block letters):- \_\_\_\_\_
- f) Specimen signature of authorized signatory: - \_\_\_\_\_
- g) Telephone/Mobile No. of authorized signatory of Firm: \_\_\_\_\_
- h) Email Address of firm: \_\_\_\_\_
- i) Contact Person's
- i) Name & Design. \_\_\_\_\_
- ii) Tel No. Landline \_\_\_\_\_ Mobile \_\_\_\_\_
- iii) Email ID \_\_\_\_\_

2. Type of Firm: Proprietorship/Private Ltd, /Public Ltd.,/Cooperative/PSU

3. Bank Account Number with Branch and name of Bank & IFSC Code  
\_\_\_\_\_4. Registration no. of the Firm/Company: \_\_\_\_\_  
(Please enclose self attested photocopy)5. PAN No.: \_\_\_\_\_  
(Please enclose self attested photocopy)6. GST Regn. No.: \_\_\_\_\_  
(Please enclose self attested photocopy)7. Annual Turnover for the last 2 financial years:  
In Indian Rupees.

2016-17 \_\_\_\_\_

2017-18 \_\_\_\_\_

(Please enclose copies of audited balance sheet and P&L A/c of last two financial year/in case of individual Income Tax return, i.e till 31<sup>st</sup> March 2018)

8. The agency shall have provided vehicles to at least 1 Govt. / Semi-Govt. Organizations / PSUs /Banks/Pvt Firm etc. in Odisha (At least one different organizations) during the period of 2016-17 & 2017-18. The average annual turnover during the last 2 financial years till 31<sup>st</sup> march 2018 shall be at least Rs.2.00 lakh or more taking last 2 financial years all together.

(Self-attested copies of Work Orders received from Government / Semi-Government/ PSUs / Banks/Pvt Firm during 2016-17 and 2017-18 are to be furnished as per technical bid form-C).

9. The agencies must have minimum 2 nos of own commercial vehicle (like Indigo , Swift Dzire, or similar vehicle) within 3 years old as per initial registration at the date of submission of the Bid.

(RC copy of all the own commercial vehicle model within 3 years old to be enclosed at Technical bid form-B)

10. Copy of latest GST return attached (Yes/No)  
(Please enclose self attested photocopy)

16. GSTR3B return attached (Yes/No)  
(Please enclose self attested photocopy)

11. Earnest Money of Rs.6,000/-.

D.D. No. \_\_\_\_\_ Date \_\_\_\_\_

Drawn on \_\_\_\_\_

12. Undertaking to provide good conditioned vehicles (not more than 3 years old). ( Form -D)  
(Attach the undertaking with signature & seal of the Organization)

13. Undertaking that the firm has not been debarred/ blacklisted by any Govt. Organization / Semi Government Organization / PSUs. (Form E)  
(Attach the undertaking with signature & seal of the Organization)

14. Whether all documents submitted signed by the authorized signatory of the firm/agency ( Yes/ No):

I / we hereby certify that the terms and conditions given with the tender call notice have been read carefully and acceptable to me/us and that the information furnished above is full and correct to the best of my /our knowledge. I / we understand that in case of any deviation in the above statement at any stage, my/our Firm/Agency will be blacklisted by your office and will not have any dealing with your office in future.

Place:

Date:

Seal & Signatures of authorized signatory

## Form B

### Technical Bid

The agencies must have minimum 2 nos of own commercial vehicle (like Indigo, Swift Dzire, or similar vehicle) within 3 years old from date of initial registration at the date of submission of the Bid.

#### Detail information of vehicle registered in the name of the firm

Sl.No	Types of Vehicle(within 3 years old)	Year of manufacturing	Year of registration	Vehicle registration No
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

(Copy of the RC of all own commercial vehicle model within 3 years old to be enclosed)

Place:  
Date:

Seal & Signatures of authorized signatory

# Form C

## Technical Bid

The agency shall have provided vehicles to at least 1 Govt. / Semi-Govt. Organizations / PSUs/Bank/Private Firm etc. in during the period of 2016-17 or 2017-18 or both the years.

Sl.No	Name of the Department / Organization	Contract Period		Contract Value /Order Value	Whether contract closed/not closed/extended
		From	To		
1					
2					
3					
4					
5					
6					
8					
9					
10					

(Self-attested copies of Work Orders are to be furnished).

Place:

Seal & Signatures of authorized signatory

Date:

**UNDERTAKING**

1. I,.....son/Daughter/Wife of Sri.....Proprietor/  
Partner/Director/authorized signatory of the Travel Agency mentioned above and competent to sign  
this declaration and execute this tender document.
  
2. I/ any member of the firm or organization do undertake to provide good condition vehicle i.e. the  
vehicle is not more than 3 years old from the date of registration on the date of submission of Bid.
  
3. The information/ documents furnished along with the above application are true and authentic to  
the best of my knowledge and belief. I/we/am/are well aware of the fact that furnishing of any false  
information/fabricated document would lead to rejection of my tender at any stage besides liabilities  
towards prosecution under appropriate law.

Place:  
Date:

Seal & Signatures of authorized signatory

**DECLARATION**

1. I,.....son/Daughter/Wife of Sri.....Proprietor/ Partner/Director/authorized signatory of the Travel Agency mentioned above and competent to sign this declaration and execute this tender document.
  
2. I/ any member of the firm or organization is not blacklisted by any Government/Public Undertaking for providing any service or services.
  
3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
  
4. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we/am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Place:  
Date:

Seal & Signatures of authorized signatory

**TENDER FORM**

**Financial Bid**

**Cover Y**

**TYPE-I**

**Daily basis Rate of AC Vehicle-Indigo/Swift Desire / similar vehicle (exclusive of GST)**

Sl.No	Blocks/ICDS Projects	Less than 250 Km running			Total (in Rs)
		Hiring charges of the vehicle per day (in Rs)	Rate per Km (in Rs)***	Night Halt Charges if availed(in Rs.)	
(a)	(b)	(c)	(d)	(e)	f=(c+d+e)
1.					
2.					
3.					
4.					
5.					

**NOTES**

1. Toll gates charges to be reimbursed as per actual.
2. \*\*\*Rate per Km(d)=  $\frac{\text{Price of one litre of Diesel}}{\text{Kms vehicle to cover in one litre of diesel}}$
3. G.S.T will be reimbursed by the DSWO on production of the proof of deposit. GST will not be taken into account for evaluation of the financial bid.
4. The tender will be awarded in favour of the firm quoting lowest price taking all components together as per the price quoted in column.4 of the respective Blocks/ICDS Projects.
5. In case, the firms quoting same price, then the preference will be given to the firm having more years of experience, if undecided then the preference will be given to the firm having more annual turnover.
4. GST: Please mention the rate of GST as applicable:\_\_\_\_\_.

I/We agree to the terms and conditions and rates mentioned in the quotation for the period as per the contract from the date of signing of the contract/receipt of the work order from DSWO, Malkangiri, and also agree that the price will remain unchanged during the contract period.

Place:  
Date:

**Seal & Signatures of authorized signatory**

**TENDER FORM**

**Financial Bid -**

**Cover Y**

**TYPE-II**

Name of the District- \_\_\_\_\_

**Daily basis Rate of AC Vehicle-Indigo/Swift Desire/Similar Vehicle (exclusive of GST)**

**NOTES**

Less than 250 Km running			250Km or above running					Total (in Rs.)	Grand Total (in Rs.)
Hiring charges of the vehicle per day(in Rs.)	Rate per Km (in Rs) **	Night Halt Charges if availed (in Rs.)	Total (in Rs.)	Hiring charges of the vehicle per day(in Rs.)	Rate per Km (in Rs)	Per hour detention charges, running of Vehicle average at 50 km per hour***	Night Halt Charges if availed (in Rs.)		
1	2	3	4=(1+2+3)	5	6	7	8	9=(5+6+7+8)	10=(4+9)

1. Toll gates charges to be reimbursed as per actual.
2. \*\*Rate per Km=  $\frac{\text{Price of one liter of Diesel}}{\text{Kms vehicle to cover in one liter of diesel}}$
3. G.S.T will be reimbursed by the DSWO on production of the proof of deposit. GST will not be taken into account for evaluation of the financial bid.
4. \*\*\* Halting charges in case of Long tour are not allowed from 11 PM to 6 AM if the vehicle halted for night.
5. Detention Charges: For Ex- i) Vehicle covered distance 400 Km
  - ii) Time required at average speed of 50 Km to cover 400 km -8 hours
  - iii) Vehicle takes 12 hours to cover 400Km
  - iv) Detention hour-4 hours
6. The tender will be awarded in favor of the firm quoting lowest price taking all components together as per the price quoted in column.9.
7. In case, the firms quoting same price, then the preference will be given to the firm having more years of experience, if undecided then the preference will be given to the firm having more annual turnover.
4. GST: Please mention the rate of GST as applicable:\_\_\_\_\_

I/We agree to the terms and conditions and rates mentioned in the quotation for the period as per the contract from the date of signing of the contract/receipt of the work order from DSWO, Malkangiri and also agree that the price will remain unchanged during the contract period.

Place:

**Seal & Signatures of authorized signatory**

Date:

Annexure-AService Provider Agreement

1. This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) on the orders of Governor of Odisha by and between the "Principal" **Name of the Office, address** ( which expression shall unless be excluded by or repugnant to the context be deemed to include its successors and assigns) and "Service Provider" **Name , having its registered office (detailed address) herein after called "agency"** which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns; herein after described as 2<sup>nd</sup> Party.

2. Whereas the Principal is desirous of engaging the Agency to provide vehicle on hiring basis and the Agency is agreed to provide the vehicle as its service provider with the terms and condition mentioned hereinafter.

2.1 Whereas the Agency is the owner of a make and model of motor vehicle of the following description: Registration number \_\_\_\_\_; Model \_\_\_\_\_; Chassis number \_\_\_\_\_; Engine number \_\_\_\_\_; Color \_\_\_\_\_; Year of Manufacture \_\_\_\_\_.

2.2 Whereas the Service Provider having PAN No \_\_\_\_\_ and GST No \_\_\_\_\_ which are valid on this date.

**3.0 RENTAL**

The motor vehicle is hereby hired for one year at the rate of \_\_\_\_\_ per month (excluding GST) payable monthly and the mileage of the vehicle, which will be governed as per the Finance Department O.M No \_\_\_\_\_ Dated \_\_\_\_\_. The contract will be renewed subject to satisfaction of the Principal.

**4.0 The Service Provider Obligations:**

4.1 Service provider agrees to terms and conditions of the contract and shall ensure full compliance to them.

4.2 Agency agrees to provide quality services as per SLAs mentioned in the contract.

4.3 Agency to ensure that vehicle deployed shall arrive at designated location on time. In an event of delay in arrival beyond 15 minutes, user shall have right to hire other taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to service provider.

4.4 Agency to ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours.

4.5 In the event of break-down, servicing & repairs of the assigned vehicle the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.

4.6 The Agency shall not be allowed to sub-let the Contract.

4.7 The Agency shall only provide vehicles which have the comprehensive insurance.

4.8 Police verifications for deployed driver shall be ensured by the Agency

4.9 Agency shall update the log book at least once in every 72 hours. Failure to do so shall be penalized as per this contract. At the time of termination of contract, the service provider shall hand over the log book (s) to the Principal.

#### **Vehicles:**

4.10 The vehicle should have commercial license. The vehicle should not be more than three years old from the date of the Service request. **Vehicles older than five years should be replaced by the service provider.** During replacement of the vehicle or driver, as the case may be, the pass/id card issued, if any, shall be surrendered.

4.11 The Agency will deploy the vehicle, which is well maintained, cleaned thoroughly both internally and externally. Vehicle shall be equipped with medical kit. The vehicle should have a mobile charger and ambient freshener.

4.12 The Agency shall ensure that all electrical connections including lights (both brake and front), horn, turn indicators, and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid any inconvenience to user department.

4.13 Agency shall ensure that the vehicle should be parked at the place as advised by the Principal and should be available, when not in duty. If the

vehicle needs to be away for some reasons like refuelling, petty repairing etc., it should be with the knowledge of the Controlling Officer of the Principal. Moving away without the knowledge of the Controlling Officer of the Principal will be considered as non-available and will be liable for penalty.

**Driver deployed:**

The Agency shall be responsible for the acts and deeds of drivers of the vehicles that include following:

4.14 Drivers that possess a valid commercial driving license shall be deployed by the agency.

4.16 Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific color as per requirement of the Principal. The Agency shall provide at his own cost proper uniform and badges as per STATE MOTOR VEHICLES RULES (amended up to date) and photo identity cards to the drivers.

4.17 The driver of the vehicle deployed for user department duties maintain polite & courteous behaviour towards department users as well as to other departmental staff. Following may be construed as "Misbehaviour" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services

- i) Denial of duty during contract period, or during hours as noticed by user departments;
- ii) Use of abusive language;

4.18 The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event user department shall have full rights to terminate the contract with immediate effect.

4.19 Driver must be provided a working mobile phone and contact number be provided to user department.

4.20 In an event that for any reasons the driver changes his contact number during the tenure of the contract then Agency will immediately notify the user department of the above change.

4.21 The driver shall be reachable at all times during duty hours.

4.22 Gossiping with the guests and using mobile phone during driving is not allowed. In case of urgency, driver should park the vehicle with permission from the user and talk in the mobile to the minimum duration.

4.23 As soon as the driver is advised to attend any guest by the administration, the driver should call /SMSs the guest giving his mobile and vehicle details. Charges of calls /SMSs will be on agency's account.

4.24 Vehicle and driver should not be changed frequently. Any such changes should be informed by the agency to the authority well in advance for permission.

**Statutory Rules compliance & Taxes:**

4.25 The hiring charges do not include fuel cost (petrol/diesel) which is to be paid separately basing on actual consumption and lubricants as per existing Government norms. All the expenditure of the vehicle towards repair maintenance, replacement of spare parts, lubricating oil of engine, Gear Box & differential coolant, Tyres & Tubes, Battery etc. and salary of the driver, payment of insurance/Road tax etc. required for operation of vehicle in a state will be borne by the Agency.

4.26 The Agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the user department requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.

4.27 The Agency shall be solely responsible for any claims by any third party and/or employees of user department traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.

4.28 The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as Agency shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner whatsoever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the Agency only and user/user departments will not be liable in any manner.

4.29 The Agency shall be responsible for ensuring compliance with the provisions related to Labour Law and especially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour

[R&A] Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the Agency shall not be deemed to be employees of the user department and hence the compliance of the applicable acts laws will be the sole responsibility of the Agency.

4.30 The Agency shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

4.31 During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Agency without any extra charges.

4.32 The vehicles deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department.

4.33 The vehicle cannot be put to any private/commercial use beyond the duty hours or on holidays. Unauthorized use of the vehicle by the driver/service provider will lead to unilateral termination of the contract with immediate effect. The Agency has to ensure the safety of passenger by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.

4.34 The mileage count will start from the location of pickup and no extra kilometres from the garage to the pickup point will be provided. The mileage count will also terminate at the dropping point and not up to the garage.

## 5 The obligations of Principal:

5.1 Principal shall make the payment towards hiring charges of the vehicle at the end of every month by credit into the bank account of the Agency through ECS/RTGS within 15 days from the date of receipt of bills complete in all respect. User department shall pay the vendor all amounts on an invoice that are not the subject of a bonafide dispute within 15 days after department's receipt of a valid invoice that complies in all material respects in terms of this Agreement;

5.2 The payment shall be subject to any deductions such as penalties, statutory deduction etc.

5.3 Principal shall accept the log book entries updated by Driver. Failure to take action on log book entries updated by Driver shall result in auto acceptance of reading provided by service provider.

5.4 The Principal shall be responsible for costs relating to fuel, toll gate charges, parking charges and oil topping up between services and other statutory levies, if any, paid during the journey would be billed on actual and shall be paid by Principal.

5.5 All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point.

#### **6. Terminations:**

6.1 The Principal shall have the right to terminate this Agreement, upon it giving 3 (three) month notice in writing.

6.2 The Agency shall have the option to terminate this Agreement upon giving 3 (three) month notice in writing and upon refund of any rental fees paid in advance, over and above the notice period.

6.3 Final payment after termination of the contract shall be released on submission of the log book(s) of the vehicle, car pass and pass/id card issued to the driver, if any.

#### **7. Force majeure**

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder if prevented from doing so by reason of force majeure.

#### **8. Entire agreement**

This Agreement together with the schedules and annexes hereto constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings and/or representations between the Parties.

#### **9. Waiver of remedies**

No forbearance, delay of indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of either Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Party is exclusive of any other, power or remedy

available to the Party and each such right, power or remedy shall be cumulative.

**10 Assignment & change in ownership/management:**

10.1 The Agency shall not assign or transfer its obligations and or rights under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without the prior written consent of the Principal

10.2 The Agency shall immediately notify Principal of any change of ownership or management of the Agency's business.

**11 Headings:**

The headings to the clauses of this Agreement are for the ease of reference only and shall not affect the interpretation or construction of the Agreement.

**12 Resolution of disputes:**

*In the event of any dispute or difference relating to the interpretation and/or application of the provisions of this Agreement, such dispute or difference shall be resolved through mutual consultation by the Secretary of the concerned Administrative Department on behalf of Government of Odisha and the Authorized signatory of the Service Provider.*

**13. Applicability of laws:**

The Agreement shall be governed by the Indian Laws for the time being in force.

WITNESS WHEREOF the parties hereto have subscribed their respective hand this \_\_\_\_\_ day of \_\_\_\_\_ first above written.

**FOR AND ON BEHALF OF Governor of Odisha**

(AUTHORISED SIGNATORY)  
Principal

WITNESS:

- 1.
- 2.

**FOR AND ON BEHALF OF Service Provider/Agency**

(AUTHORISED SIGNATORY)

WITNESS:

- 1.
- 2.

In the presence of

Name:

Address:

Signature: \_\_\_\_\_