

Model Bidding Document
DIRECTORATE OF TEACHER EDUCATION AND SCERT: ODISHA: BHUBANESWAR
 Unit-IV, Odisha, Bhubaneswar

Phone No. 0674-2502928 (O), E-mail ID: tescertodisha@gmail.com

SHORT QUOTATION CALL NOTICE

Notice No. 3463 Dated 9/6/25

Sealed quotations / tenders are invited from interested reputed Travel Agencies/Tour Operators / Individuals for Providing 01 No. of AC Petrol/Diesel driven vehicles(Tiago/ Bolt/ Celerio etc. with maximum hire charges per month Rs. 24,000/- excluding taxes) having sitting capacity not more than 04 including driver, which shall conform to the Terms and conditions laid down by Finance Department Memorandum No.15836 dtd-27.05.2025 (Annexure-A) for official use in Directorate of TE & SCERT, Odisha, Bhubaneswar Department / Office on monthly rent basis:

1. The service provider shall have a valid GST registration to participate in the tendering.
2. The service provider, participating in the bidding process under the jurisdiction of Municipal Corporations, shall be registered on GeM platform.
3. The vehicle must be in road worthy condition, shall not be more than 3 years old from the date of initial registration and must have valid Registration Certificate, Insurance Certificate, Fitness Certificate, Pollution Certificate, valid Contract Carriage Permit, proof of up-to-date tax payment etc. mandatory for plying of vehicle.
4. The Driver of the vehicle must have a valid Driving License for driving light transport passenger vehicle and should be sufficiently experienced in driving transport/passenger vehicle.
5. The Driver should be well behaved, gentle and obedient in nature.
6. A sum of Rs.8000.00 shall be deposited by the intending bidders in shape of Account Payee Bank Draft drawn in favour of the Director, TE & SCERT, Odisha, Bhubaneswar and submitted along with the tender as EMD. After completion of tender process, EMD shall be refunded to unsuccessful bidders.
7. The monthly rate of hire charge, excluding GST be quoted separately ,excluding fuel.
8. The Vehicle must achieve a fuel efficiency of 17 KM per litre.
9. The details of the make and year of manufacture of the vehicle, registration no., mileage (KM covered per liter) and name of the Driver, Driving License No. and period of validity should be specifically provided in the general bid information to be furnished with the Quotation/Tender (Annexure-B).
10. The Quotation completed in all respect should reach should reach undersigned on or before 16.06.2025 by 4.00 PM and shall be opened on the same day at 4.30 P.M in presence of the bidders or their authorized representatives.
11. The application form of quotation / tender containing General Bid Information & Terms and conditions for Hiring of Vehicles etc. will be available in the SCERT website: www.scertodisha.nic.in from 09.06.2025 to 16.06.2025.

[Signature]
 Administrative Officer
 TE & SCERT,
 Odisha, Bhubaneswar

Memo.....3464.....Date 9/6/25

Copy along with copy of the enclosure submitted to the Addl.Secretary,OE Section of S&ME Dept./ Notice Board/ website of TE & SCERT, Odisha, Bhubaneswar/ Sookhana Bhawan, Bhubaneswar / Directorate of I & PR Department/ All Directorate under S & ME Department/ Odisha School Education Programme Authority/BMC office for information.

[Signature]
 Administrative Officer



Terms & Conditions

The Following terms and conditions must be fulfilled by the bidder :

1. The hired vehicles, during period of contract, shall have all necessary valid MV documents such as valid Registration Certificate, Insurance Certificate, Pollution Certificate, Fitness Certificate, valid Contract Carriage Permit, proof of up-to-date tax payment etc. and D.L. of the driver available all the times.
2. The Department / Office hiring the vehicle shall not be responsible for any damage / loss caused to hired vehicles or loss of life/ injury made to any person or damage to any property on account of use of hired vehicle any manner whatsoever. The hirer shall be responsible for all such litigation.
3. The hire charges to be paid for monthly basis is final but does not include cost of fuel, which is to be paid separately as per exiting Government norms. All the expenditure of the vehicle towards repair, replacement of spare parts, Lubricating oil of Engine, Gear Box & differential coolant, Tyres & Tubes, Battery etc, will be borne by the bidder.
4. It shall be the responsibility of the bidder to provide a good driver and the remuneration of the driver shall be borne by the Service Provider.
5. In case of breakdown for reasons whatsoever the replacement of a vehicle of the same or better model shall be provided by the Service Provider.
6. In case of the vehicle do not report regularly, the authority will be at liberty to terminate the agreement without prior notice.
7. The vehicle shall report for duty for minimum of 25 days in a month.
8. In case of emergency, the driver will have to report for duty as per the requirement. No extra payment shall be demanded.
9. Monthly hire charges and reimbursements towards cost of fuel(as per norm) will be paid in every succeeding month, as per as possible within fifteen days of the submission of bills by the service provider and no advance payment will be made.
10. The vehicle shall not be more than 3 years old from the initial registration and also in good running condition during the period of contract.
11. If the services are found to be unsatisfactory, the client shall give one month notice and terminate the agreement.
12. In case the service provider intends to withdraw the services of his vehicle and terminate the agreement, it shall be mandatory upon him to grant one month notice before such withdrawal of service and termination of agreement.
13. If the bidder violates any of the terms of contract, Government shall forfeit the entire amount of security deposit.


Administrative Officer
TE & SCERT,
Odisha, Bhubaneswar



General Information

Sl No	Particulars	
1	Name of the Service Provider	
2	Complete Address	
3	GST Number	
4	GeM Registration Number	
5	Bank Account No. and IFSC Code	
6	Registration No. of Vehicle	
7	Year of Manufacture	
8	Make & Model	
9	Date of Registration	
10	Name & Complete Address of the Owner of Vehicle	
11	Fitness Certificate Validity	
12	Pollution Certificate Validity	
13	Permit Validity	
14	Insurance Validity	
15	Name / Address of the Driver	
16	D.L. No. & Validity of the D.L. of the Driver	
17	Contact Number of the Service Provider	
18	Contact Number of Driver	
19	Proposed Hire Charge of the Vehicle per Month excluding fuel cost	
20	Rate of Fuel Consumption / Mileage per Litre	

"Certified that the information submitted above is true to the best of my knowledge and belief."

Seal & Signature of Tenderer



**GOVERNMENT OF ODISHA
FINANCE DEPARTMENT**

No. 15836 /F

Date 27.05.2025

FIN-COD-MV-0004-2018

OFFICE MEMORANDUM

Sub: Comprehensive instruction regarding hiring of private vehicles for official use by State Government Offices - Reg.

1. Hiring charges were fixed last in 2019 and, in the meantime, 6 years have already elapsed. Hence, in supersession of provisions of FDOM No 22924/F dated 14.08.2023 and FDOM No.2477/F dated.29.01.2024, it has now been decided to revise hiring charges of various categories of vehicles hired in Government offices as given below.

(a) For official use:

Sl. No.	Category of Offices	Maximum Monthly Hiring charge (exclusive of applicable taxes) (in Rs.)		Minimum Average Mileage (in KM/Lit)
		Present	Now Revised	
1	Blocks/ Tahasils /and other filed offices	31,000	37,200	10
2	District/ Range level offices	20,000	24,000	17
3	Collectors / SPs / other equivalent officers (for their own official use)	37,000	44,400	10
4	Heads of Department / Administrative Departments (Pool vehicle)	20,000	24,000	17
5	Special Secretary / Additional Secretary / Director (For their own official use)	26,000	31,200	17
6	Principal Secretary / Commissioner-cum-Secretary / other equivalent officers (For their own official use)	30,000	36,000	12



Sl. No.	Category of Offices	Maximum Monthly Hiring charge (exclusive of applicable taxes) (in Rs.)		Minimum Average Mileage (in KM/Lit)
		Present	Now Revised	
7	Officers of Apex Scale	42,000	50,400	9
8	Hon'ble Ministers / Other Dignitaries	42,000	50,400	9
9	College / University / Training Institute (Bus)	85,000	90,000 (32-seater)	6
10			71,500 (25-seater)	
11			58,500 (15-seater)	

(b) For special purposes:

Sl. No.	Type of vehicle	Maximum Monthly Hiring charge (exclusive of applicable taxes) (in Rs.)	Minimum average Mileage (in KM / Lit)
1	TATA Ace and Equivalent (LGV)	33,500	16
2	Mahindra & Mahindra Pick up Van/Bolero Camper/Tata 407/ Tata Yodha Pick Up and equivalent	42,000	6

Note-1: Only those HoDs who do not have an earmarked vehicle and who have to perform extensive tours, will be allowed to hire a vehicle at par with Collectors/Superintendent of Police on case-to-case basis with prior concurrence of Finance Department.

Note-2: The mileage, as prescribed above, shall also be applicable for equivalent model of Government Vehicles.

2. Officers in the rank of Additional Secretary and above or equivalent and Heads of Department are entitled for independent vehicle. Provision of "Pool Vehicle" shall be made only for the officers in the rank of Under Secretary / Deputy Secretary / Joint Secretary or of equivalent rank working in State Government Departments and Heads of Department.

3. Terms and Conditions for Hiring Vehicles:

- i. Administrative Departments can hire vehicles, at their level, for official use in substitution of existing Government vehicles after completion of condemnation and scrapping of the vehicle in terms of guidelines issued by Commerce & Transport (Transport) Department.
- ii. **Hiring sought for, without condemnation of existing vehicles and hiring of vehicle for new offices/entitled officers, will require prior concurrence of Finance Department. In case any vehicle has been hired with prior concurrence of Finance Department, no further concurrence of Finance Department is required for successive renewals or fresh contracts. Head of Office concerned is empowered to renew the contract or go for a new hiring contract. However, hiring must be discontinued immediately if the vehicle is no longer required for the office concerned or when the post of the officer concerned falls vacant.**
- iii. The procuring entity shall follow a transparent bidding process for selection of the Service Providers for hiring **BS-VI emission compliant Vehicles**. A standard model bidding document (MBD) is at **Annexure-I**.
- iv. The hiring charges do not include fuel cost (petrol/diesel) which is to be paid separately basing norms.
- v. The vehicles shall be in good condition and shall not be older than three years at the time of submission of bid. **Vehicles older than seven years should be replaced by new vehicles by the service provider.**
- vi. The Service Providers will ensure that the vehicle is kept under optimum running condition and avoid accidents attributable to lack of maintenance/upkeep. **The hired vehicles cannot be used by the service provider for any private/commercial purpose beyond office hours or during holidays.**
- vii. Vehicles may also be hired through electronic platform such as GeM etc. by adhering to the aforesaid norms. **While floating the bid, it should be specifically stated that hiring charge does not include cost towards fuel which is to be paid separately basing on norms.**
- viii. The service provider shall have a valid GST registration to participate in the tendering.
- ix. The service provider, participating in the bidding process under the jurisdiction of Municipal Corporations, shall be registered on GeM platform.
- x. The recurring expenditure involved in hiring of vehicles shall be met from the Budget sanctioned for respective Offices under the object head of "Motor Vehicles".
- xi. In the Log books, Kilometre reading and POL shall be recorded in relevant columns and verified regularly by the authorized officer before releasing payment.
- xii. The hired vehicle shall be discontinued immediately, when the vehicle is no longer required due to retirement / transfer of the concerned officer or closure of the office/ project etc.



- xiii. Administrative Department shall sanction hiring of vehicle, at their level, for one-time sporadic requirement on case-to-case basis (For example: One-time hiring for a week/fortnight, etc.).
- xiv. **The period of the contract shall be for a period of 3 years which may be extended by maximum 1 year subject to satisfactory performance.**
- xv. Provision of Odisha General Financial Rules, 2023 and Delegation of Financial Power Rules, 1978 shall be applicable for hiring of vehicles. EMD / Bid Security and Performance Security shall be as per the provision of Odisha General Financial Rules and as amended from time to time.
- xvi. No cost towards cost of tender paper shall be charged while inviting the tender.

4. Ceilings of Usage:

- i. Vehicles used by Officers of the grade of Heads of Department and above up to maximum of 2500 kms in a month.
- ii. Vehicles used by other Officers and for pool duty up to maximum of 2000 kms in a month.
- iii. **In case of variation exceeding 20%, Administrative Department shall accord approval recording the reason of variation.**

Note-1: The ceiling on usage, as prescribed above, shall also be applicable for equivalent model of Government Vehicles.

5. A model Service Provider Agreement is at **Annexure-II**. Log books shall be maintained as per the format at **Annexure-III**.

6. **The revised rate will be applicable to new contracts for which bids will be invited after issue of this office memorandum.**

By orders of the Governor,

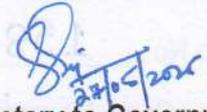


27.05.2025
Principal Secretary to Government

Memo No. 15837 /F

Date 27.05.2025

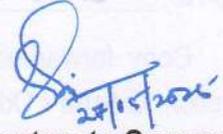
Copy forwarded to P.S. to Hon'ble Chief Minister for kind information of Hon'ble Chief Minister.


Under Secretary to Government

Memo No. 15838 /F

Date 27.05.2025

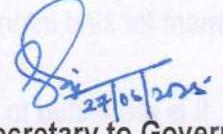
Copy forwarded to OSD to Chief Secretary/ OSD to DC-cum-ACS to Government / P.S. to Principal Secretary, Finance Department for kind information of Chief Secretary/ DC-cum-ACS / Principal Secretary, Finance Department.


Under Secretary to Government

Memo No. 15839 /F

Date 27.05.2025

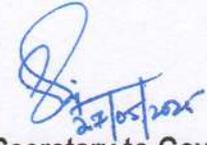
Copy forwarded to P.S. to Additional Chief Secretary to Government/P.S. to Principal Secretary to Government/ P.S. to Commissioner-cum-Secretary to Government/ P.S. to Secretary to Government (All Departments) for kind information of Additional Chief Secretary to Government/Principal Secretary to Government/ Commissioner-cum-Secretary to Government/ Secretary to Government (All Departments).


Under Secretary to Government

Memo No. 15840 /F

Date 27.05.2025

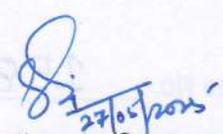
Copy forwarded to All Heads of Departments / All Revenue Divisional Commissioners/ All Collectors /All SPs/ All Financial Advisors / All Assistant Financial Advisors /All Treasury Officers/All Special Treasury Officers /All Sub-Treasury Officers/Accountant General (G & SSA) Odisha, Bhubaneswar / Accountant General (E&RSA), Odisha, Bhubaneswar/ Accountant General (A & E), Odisha, Bhubaneswar for information and necessary action.


Under Secretary to Government

Memo No. 15841 /F

Date 27.05.2025

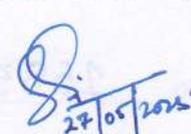
Copy forwarded to all Officers/ all Branches of Finance Department for information and necessary action.


Under Secretary to Government

Memo No. 15842 /F

Date 27.05.2025

Copy forwarded to Commissionerate of CT & GST, Odisha / Directorate of Treasuries & Inspection, Odisha / Odisha Sales Tax Tribunal/ Directorate of Local Fund Audit, Odisha/ Controller of Accounts, Odisha/ Madhusudan Das Regional Academy of Financial Management, Odisha for information and necessary action.

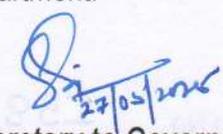

Under Secretary to Government

Memo No. 15843 /F

Date 27.05.2025

Copy forwarded to Shri Tapan Kumar Pattanaik, Sub-Nodal Officer (E-Gazette), FID, Finance Department for kind information and necessary action.

It is requested to upload this letter in the official website of Finance Department.


Under Secretary to Government

Model Bidding Document

Government of Odisha

_____ **Department/Heads of Department/Office**

Quotation/Tender Call Notice

Sealed quotations/tenders are invited from interested reputed Travel Agencies / Tour Operators / Individuals for providing _____ No of vehicles having sitting capacity not more than _____ including driver, which shall conform to the Terms and conditions (Appendix-A)) for official use in _____ Department/Office on monthly rent basis:

1. The service provider shall have a valid GST registration to participate in the tendering.
2. The service provider, participating in the bidding process under the jurisdiction of Municipal Corporations, shall be registered on GeM platform.
3. The vehicle must be in road worthy condition, shall not be more than 3 years old from the date of initial registration and must have valid Registration Certificate, Insurance Certificate, Fitness Certificate, Pollution Certificate, valid Contract Carriage Permit, proof of up-to-date tax payment etc. mandatory for plying of vehicle.
4. The Driver of the vehicle must have a valid Driving License for driving light transport passenger vehicle and should be sufficiently experienced in driving transport/passenger vehicle.
5. The Driver should be well behaved, gentle and obedient in nature.
6. A sum of Rs. _____ shall be deposited by the intending bidders in shape of Account Payee Bank Draft drawn in favour of the _____ and submitted along with the tender as EMD. After completion of tender process, EMD shall be refunded to unsuccessful bidders.
7. The monthly rate of hire charge, excluding GST be quoted separately, excluding fuel.
8. The Vehicle must achieve a fuel efficiency of _____ km per litre.
9. The details of the make and year of manufacture of the vehicle, registration no., mileage (km covered per litre) and name of the Driver, Driving License No. and period of validity should be specifically provided in the general bid information to be furnished with the Quotation/Tender (Appendix-B).
10. The Quotation completed in all respect should reach the undersigned on or before _____ by _____ P.M. and shall be opened on the same day at _____ P.M. in presence of the bidders or their authorized representatives.
11. The application form of quotation/tender containing General Bid Information & Terms and conditions for Hiring of Vehicles etc. will be available with _____ can be downloaded from Odisha Govt. Website www.Odisha.gov.in from Date _____ to Date _____.

Seal & Signature of
Tender Calling Authority with Designation

Terms & Conditions

The following terms and conditions must be fulfilled by bidder:

1. The hired vehicles, during period of contract, shall have all necessary valid MV documents such as valid Registration Certificate, Insurance Certificate, Pollution Certificate, Fitness Certificate, valid Contract Carriage Permit, proof of up-to-date tax payment etc. and D.L. of the driver available all the times.

2. The Department / Office hiring the vehicle shall not be responsible for any damage/ loss caused to hired vehicles or loss of life / injury made to any person or damage to any property on account of use of hired vehicle any manner whatsoever. The hirer shall be responsible for all such litigation.

3. The hire charges to be paid for monthly basis is final but does not include cost of fuel, which is to be paid separately as per existing Government norms. All the expenditure of the vehicle towards repair, replacement of spare parts, Lubricating oil of Engine, Gear Box & differential Coolant, Tyres & Tubes, Battery etc. will be borne by the bidder.

4. It shall be the responsibility of the bidder to provide a good driver and the remuneration of the driver shall be borne by the service provider.

5. In case of breakdown for reasons whatsoever the replacement of a vehicle of the same or better model shall be provided by the service provider.

6. In case of the vehicle do not report regularly, the authority will be at liberty to terminate the agreement without prior notice.

7. The vehicles shall report for duty for minimum of 25 days in a month.

8. In case of emergency, the driver will have to report for duty as per the requirement. No extra payment shall be made.

9. Monthly hire charges and reimbursements towards cost of fuel (as per norm) will be paid in every succeeding month, as per as possible within fifteen days of the submission of bills by the service provider and no advance payment will be made.

10. The vehicle shall not be more than 3 years old from the initial registration and also in good running condition during the period of contract.

11. If the services are found to be unsatisfactory, the client shall give one month notice and terminate the agreement.

12. In case the service provider intends to withdraw the services of his vehicle and terminate the agreement, it shall be mandatory upon him to grant one month notice before such withdrawal of service and termination of agreement.

13. If the bidder violates any of the terms of contract, Government shall forfeit the entire amount of security deposit.

Seal & Signature of
Quotation / Tender Calling Authority with Designation

General Information

Sl No	Particulars	
1	Name of the Service Provider	
2	Complete Address	
3	GST Number	
4	GeM Registration Number	
5	Bank Account No and IFSC Code	
6	Registration No. of Vehicle	
7	Year of Manufacture	
8	Make & Model	
9	Date of registration	
10	Name & complete address of the owner of vehicle	
11	Fitness Certificate validity	
12	Pollution Certificate validity	
13	Permit validity	
14	Insurance validity	
15	Name / Address of the Driver	
16	D.L. No. & Validity of the D.L. of the Driver	
17	Contact Number of the Service provider	
18	Contact number of Driver	
19	Proposed hire Charge of the vehicle per month excluding fuel cost	
20	Rate of fuel consumption / Mileage per litre	

"Certified that the information submitted above is true to the best of my knowledge and belief."

Seal & Signature of Tenderer

Service 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 2nd 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. RENTAL:

The motor vehicle is hereby hired for _____ 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 satisfactory performance.

4. 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.

Vehicle:

4.10 The vehicle should have commercial license. The vehicle should not be more than three years old. **Vehicles older than seven 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 fast-aid 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 to avoid any inconvenience to the Principal.

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:

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

4.14 Driver having a valid commercial driving license shall be deployed.

4.15 Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific colour 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.

4.16 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;

4.17 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.

- 4.18 Driver must be provided with a working mobile phone and the contact number be provided to user department.
- 4.19 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 same.
- 4.20 The driver shall be reachable at all times during duty hours.
- 4.21 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.
- 4.22 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.
- 4.23 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:

- 4.24 The hiring charges do not include fuel cost (petrol/diesel) which is to be paid separately basing 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 the vehicle will be borne by the Agency.
- 4.25 The Agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles as per 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.
- 4.26 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.
- 4.27 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 what so-ever. 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.
- 4.28 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.
- 4.29 The Agency shall be personally responsible for any theft, misconduct and /or disobedience

on the part of drivers so provided by him.

4.30 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.

4.31 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.

4.32 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.

4.33 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. 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 within 15 days from the date of receipt of bills complete in all respect.

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 and parking charges 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. Termination:

6.1 The Principal shall have the right to terminate this Agreement, upon it giving 1 (one) months' notice in writing.

6.2 The Agency shall have the option to terminate this Agreement upon giving 1 (one) months' 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: _____

Annexure-III**Log-Book**

Date	Place of departure and time	Place of arrival and time	Odo-meter opening reading	Odo-meter closing reading	Distance travelled	Mileage In (KM/Lit)	Purpose of journey
1	2	3	4	5	6	7	8

Name and designation of Officer using the vehicle	Signature of Officer	Petrol/Diesel					Signature of Driver
		OB	Petrol/ Diesel supplied	Total	Petrol/ Diesel consumed	CB	
9	10	11	12	13	14	15	16