

OFFICE OF THE DISTRICT LEGAL SERVICES AUTHORITY,
KALAHANDI, BHAWANIPATNA.

Annexure-I

Quotation/ Tender Call Notice

Order No.01/26 .07.2024

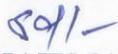
Sealed Quotation/ Tenders are invited from interested reputed service Provider Travel Agencies/ Tour Operators/ Private Individuals having GST registration for providing 1 (one) No. of AC vehicle (Petrol) like Tiago/ Bolt/ Celerio(Petrol) etc. or equivalent model and segment having same mileage and sitting capacity of 5 (five) including Driver which shall confirm to the terms & conditions at Annexure-A for official use in District Legal Services Authority, Kalahandi, Bhawanipatna on monthly rent basis.

1. The Service Provider shall have a valid OGST registration to Participate in the bidding tendering process.
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 three years old from the date of initial registration and must have a 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 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.12000/- shall be deposited by intending bidders in shape of Bank Draft drawn in favour of the Secretary, District Legal Services Authority, Kalahandi, Bhawanipatna and submit alongwith the tender as Security deposit.

After completion of tender process, the amount will be refunded to unsuccessful bidders.

7. The monthly rate of hire charges be quoted separately in general bid information (excluding fuel and lubricants).
8. The Vehicle must achieve a fuel efficiency of minimum average 17 K.M. per litre as per FDOM No.22924/F, dtd. 14.08.2023.
9. The details of the make and year of the manufacture of the vehicle, registration number, mileage (KM covered per liter) and name of the Driver, Driving License No. and Period of validity should be specifically provided in general bid information to be furnished with the quotation/ Tender (Annexure-B).
10. The quotation completed in all respect should reach the undersigned vide address District Legal Services Authority, Kalahandi, Bhawanipatna, Old Civil Court Building (infront of DFO (North Division), Bhawanipatna, At/Po- Bhawanipatna, Dist. Kalahandi, Pin- 766001 through registered Post/ Speed Post/ by drop box of District Legal Services Authority, Kalahandi, Bhawanipatna on or before **12.08.2024** by 04.00 P.M. and shall be opened on the same day at 05.00 P.M. in the presence of bidders or their respective authorized representatives by the selection committee in the chamber of the Hon'ble District & Sessions Judge-cum-Chairman, District Legal Services Authority, Kalahandi, Bhawanipatna. The bidders/ quotationers should mention "**Quotations for Hiring of Vehicle**" above the sealed envelope.
11. The application Form of quotation/ tender containing General Bid Information & Terms & Conditions for hiring of vehicles etc. will be available with the office of the District Legal Services Authority, Kalahandi, Bhawanipatna on payment of a Non-refundable Demand Draft of Rs.1000/- (Rupees one thousand) only in favour of the Secretary, District Legal Services Authority, Kalahandi, Bhawanipatna from 11 A.M. to 4 P.M. on every working day from dtd. 26.07.2024 to 12.08.2024 towards tender paper cost or can be downloaded from Odisha Govt. Website of Kalahandi District <https://kalahandi.odisha.gov.in> from dtd.

- 26.07.2024 to 12.08.2024 up to 04.00 P.M. In case the Application Form is downloaded from Odisha Govt. websites, the applicant shall have to furnish a Non-refundable Demand Draft in favour of the Secretary, District Legal Services Authority, Kalahandi, Bhawanipatna for an amount of Rs.1000/- (Rupees one thousand) only towards the cost of Application along with the Application Form.
12. The vehicle is to be hired from the date of engagement to till two years.
 13. The Authority reserves every right to interpret the contents/ clauses of the Bid document.
 14. The incomplete tender document shall be summarily rejected.
 15. The application received after due date shall be rejected.
 16. The undersigned will not be responsible for postal delay.
 17. The Bidder shall sign & put his seal on each page of Annexure-A & B.
 18. The authority reserves all the right to reject any or all quotation without assigning any reason thereof.


CHAIRMAN, DLSA
Kalahandi, Bhawanipatna.

ANNEXURE-A

TERMS & CONDITIONS

The following terms and conditions must be fulfilled by the successful bidder for providing a vehicle on hire on monthly rent basis.

1. The hired vehicle, during the 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 District Legal Services Authority, Kalahandi, Bhawanipatna shall not be responsible for any damage/ loss caused to hired vehicle 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 hier shall be responsible for all such litigations.
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 basing on actual consumption and as per existing Govt. 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/ Service provider.
4. It shall be the responsibility of the bidder/ Service Provider to provide a good driver and the remuneration of the driver shall be borne by the owner.
5. In case of breakdown for reasons whatsoever, the replacement of a vehicle of the same or better model shall be provided by the owner of the vehicle/ bidder/ Service Provider.
6. In case the vehicles 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 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 actual) and lubricants (as per Govt. norms) of selected bidder 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 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 the contract, the District Legal Services Authority, Kalahandi, Bhawanipatna shall forfeit the entire amount of security deposit.

Seal & Signature of
Quotationer/ Tenderer.

ANNEXURE-B

GENERAL INFORMATION FOR HIRING OF VEHICLE

Sl.No.	Particulars	General Information required.
01	Name of the Service Provider	
02	Complete Address	
03	OGST Number	
04	Gem Registration Number	
05	Name of the Bank, Bank Account No. and IFSC Code.	
06	Registration No. of Vehicle	
07	Year of Manufacture	
08	Make and Model	
09	Date of Registration	
10	Name and 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	Proposed hire charge of the vehicle per month excluding fuel cost.	
18	Rate of fuel consumption/ Mileage per Litre	
19	Contact Number of the service provider (Tenderer/ Quotationer)	
20	Contact Number of Driver	

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

Seal & Signature of
Quotationer/ Tenderer.

Memo No. _____ / Dtd.26.07.2024.

Copy to Notice Board of District Legal Services Authority, Kalahandi, Bhawanipatna for wide information of General Public.

541-
Secretary, DLSA,
Kalahandi, Bhawanipatna.

Memo No. 1160 (2) / Dt. 26.07.2024. ✓

Copy forwarded to the District Informatics Officer, NIC, Kalahandi, Bhawanipatna/ District e-Governance Manager, Collectorate, Kalahandi, Bhawanipatna for kind information and necessary action with a request to up-load the Finance Deptt. O.M. No.22924/F, dtd. 14.08.2023 and Quotation Call Notice No.01/ dt. 26.07.2024 along with Annexure-A & B in the District website for wide circulation and general information of the public.

Secretary, DLSA,
Kalahandi, Bhawanipatna.

Memo No. _____ / Dt.26.07.2024.

Copy submitted to the Collector-cum- District Magistrate, Kalahandi, Bhawanipatna for kind information and necessary action with a request to direct the office to affix the notice in the Notice Board of your Institution for wide publicity of General Public.

Secretary, DLSA,
Kalahandi, Bhawanipatna.

Memo No. _____ / Dt.26.04.2024.

Copy submitted to the Regional Transport Officer, Kalahandi, Bhawanipatna with a request to direct the office to affix the notice in the Notice Board of your Institution for wide publicity of General Public.

Secretary, DLSA,
Kalahandi, Bhawanipatna.

**GOVERNMENT OF ODISHA
FINANCE DEPARTMENT**

No. 22924 /F., Date 14.08.2023

FIN-COD-MV-0004-2018

OFFICE MEMORANDUM

**Sub.: Comprehensive instructions regarding hiring of Private petrol/
diesel vehicles for official use by State Government Offices....
...Regarding**

As a matter of policy, the State Government has decided that only a selected categories of functionaries such as Hon'ble Minister, Secretaries of Departments, District Magistrate, District Judges etc. would be provided with Government vehicles and other officers / offices would be authorized to hire vehicles for performing official business and for undertaking tours.

2. The norms and modalities of hiring of private vehicles for official use were fixed vide FDOM No. 34085/F Dated 29.9.2012, FDOM No. 27037/F Dated 8.10.2015, FDOM No 30464/F dated 06.09.2019 and FDOM No 33326/F dated 27.09.2019.

3. In the meantime, some instructions have become outdated. Therefore, the existing provisions have been reviewed comprehensively. Now, by consolidation and supersession the provisions of FDOM No. 34085/F Dated 29.9.2012, FDOM No. 27037/F Dated 8.10.2015, FDOM No 30464/F dated 06.09.2019 and FDOM No 33326/F dated 27.09.2019, the following provisions are made. The provisions of this Office Memorandum shall be followed scrupulously by all concerned for hiring of private petrol / diesel vehicles for official use.

4. The maximum hiring charges in respect of different kinds of hired vehicles are re-fixed with mileage as tabled below:

Sl.No	Category of offices	vehicles	Maximum hire charges per month excluding taxes (in Rs)	Minimum Average Mileage (in KM/Lit)
1	2	3	4	5
1.	Blocks/Tahasils and other field offices	TUV300 /Bolero /Sumo Gold / Ertiga etc	Rs 31,000/-	10
2.	District/Range level Offices	Tiago/ Bolt/ Celerio (Petrol) etc	Rs 20,000/-	17
3	Collectors /Superintendent of Police /and other equivalent Officers (For their own use)	Scorpio/Creta/Mahindra Marazzo etc	Rs 37,000/-	10
4	Heads of Department /Secretariat (Pool vehicles)	Tiago/ Bolt/ Celerio ets	Rs 20,000/-	17
5	Special Secretaries / Additional Secretaries /Heads of Department (For their own official use)	Zest/Tigor/Swift Dzire/ Xcent/ Etios (Petrol) ets	Rs.26,000/-	17

6	Principal Secretaries /Secretaries and other equivalent officers (For their own official use)	Ciaz/Honda City (Petrol) etc.	Rs.30,000/-	12
7	Officers of the Apex Scale	Innova/ Hexa/Xuv 500	Rs 42,000/-	9
8	Hon'ble Ministers/Other Dignitaries	Innova/ Hexa/Xuv 500	Rs 42,000/-	9
9	Colleges/Universities/Training Institutes/and other equivalent institutions	Private Mini Bus (30-32-seater)	Rs 85,000/-	6

Note-1: The model of vehicles in column-3 above is only indicative. Vehicles of similar model and segment, having the same mileage and hiring charges, can be engaged.

Note-2: Only those HoDs, who do not have an earmarked vehicle and have to perform extensive tours, will also be allowed to hire a vehicle at par with Collectors/Superintendent of Police on case-to-case basis with concurrence of Finance Department.

Note-3: The mileage, as prescribed above, shall also be applicable for equivalent model of Government Vehicles.

5. Terms and Conditions for Hiring Vehicles:

- i. Administrative Departments shall hire vehicle for official use in substitution of existing government vehicles after completion of the condemnation and scrapping of the vehicle in terms of guidelines issued by Commerce & Transport (Transport) Department and as amended from time to time.

- ii. **Hiring sought for, without condemnation of existing vehicles and hiring of vehicle for new offices or for entitled officers, will require prior concurrence of Finance Department.**
- iii. The procuring entity shall follow a transparent bidding process for selection of the Service Providers for hiring of vehicles. A standard model bidding document (MBD) is enclosed at **Annexure-I** for use of procuring entities. In view of pollution being high, it is preferable to hire BS-VI emission compliant Vehicles.
- iv. The hiring charges do not include fuel cost (petrol/diesel) which is to be paid separately basing on actual consumption and as per norms.
- v. ✓ The vehicles hired shall be in good condition and shall not be older than three years. **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 for any private/commercial purpose beyond office hours or during holidays.**
- vii. The model Service Provider Agreement is attached at **Annexure-II**.
- viii. Vehicles may also be hired through electronic platform such as GeM etc. by adhering to the aforesaid norms. The maximum hiring charges as indicated in column-3 of the table of para-4 shall not apply for the vehicle to be hired through electronic platform as the hiring charges of electronic platform may be inclusive of fuel cost, lubricant etc.
- ix. Log books shall be maintained as per the format at **Annexure-III**. Kilometre reading and POL drawn shall be necessarily recorded in relevant columns and verified regularly by the authorized officer before releasing payment.
- x. The service provider shall have a valid OGST registration to participate in the tendering.
- xi. The service provider, participating in the bidding process under the jurisdiction of Municipal Corporations, shall be registered on GeM platform.

- xii. 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".
- xiii. The hiring may be discontinued immediately, when the vehicles are no longer required for offices.
- xiv. Sanction for hiring of vehicles for one-time sporadic requirement on case-to-case basis shall be accorded by concerned Administrative Department.

6. 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%, the concurrence of Administrative Department shall be taken.

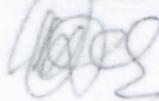
Note-1: The ceiling on usage, as prescribed above, shall also be applicable for equivalent model of Government Vehicles.

7. The period of the contract shall be initially for a period of 2 years which can be extended subject to satisfactory performance.

8. EMD / Bid Security and Performance Security shall be as per the provision of Odisha General Financial Rules and as amended from time to time.

These instructions shall be effective from the date of issue of this Office Memorandum.

By orders of the Governor,



Principal Secretary to Government

Annexure-I

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 / Private individuals for providing _____ nos. of AC Petrol/Diesel driven 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 OGST 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 security deposit. After completion of tender process, the amount will be refunded to unsuccessful bidders.

7. The monthly rate of hire charge be quoted separately in the general bid information (excluding fuel and lubricants).
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 _____ of the Department/ Heads of Department/Office on payment of Rs.1000/- from _____ to _____ or can be downloaded from Odisha Govt. Website www.Odisha.gov.in from Dt. _____ to Dt. _____. In case the application form is downloaded from Govt. website, the applicant shall furnish a Demand Draft for an amount Rs. 1000/- (Rupees One Hundred) only towards the cost of application along with the application.

Seal & Signature of
Quotation/Tender Calling Authority

Designation

Annexure-A

Terms & Conditions

The following terms and conditions must be fulfilled by the successful bidder for providing a vehicle on hire on monthly rent basis.

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 basing on actual consumption and 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 owner.
5. In case of breakdown for reasons whatsoever the replacement of a vehicle of the same or better model shall be provided by the owner of the vehicle/bidder.
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 demanded.
9. Monthly hire charges and reimbursements towards cost of fuel (as per actual) and lubricants (as per Govt. norms) of selected bidder 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

Designation

Annexure-B**General Information**

Sl No	Particulars	
1	Name of the Service Provider	
2	Complete Address	
3	OGST 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	Proposed hire Charge of the vehicle per month excluding fuel cost	
18	Rate of fuel consumption / Mileage per litre	
19	Contact Number of the Service provider (Tenderer/Quotationer)	
20	Contact number of Driver	

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

Seal & Signature of
Quotationer / Tenderer

Annexure-II

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.

3.0 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 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 shall 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 from the date of the Service request. **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 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 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 the following:

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

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 a working mobile phone and 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 user department of the above change.

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 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 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 specially 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 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 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 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: _____

Memo No 22925 /F **Date** 14.08.2023

Copy forwarded to PS to Hon'ble Minister, Finance / OSD to Chief Secretary/PS to Development Commissioner-cum-Additional Chief Secretary/ Accountant General (G & SSA) Odisha, Bhubaneswar / Accountant General (E&RSA), Odisha, Bhubaneswar/ Accountant General (A&E), Odisha, Bhubaneswar / Deputy Accountant General (Works), Odisha, Puri / All Heads of Departments / All Revenue Divisional Commissioners / All Collectors/ All Financial Advisors / All Assistant Financial Advisors / Director, Madhusudan Das Regional Academy of Financial Management, Chandrasekharpur, Bhubaneswar / Director, Gopabandhu Academy of Administration, Bhubaneswar/ Principal, Short Hand and Type Writing Institute, Bhubaneswar /All Treasury Officers/All Special Treasury Officers / All Sub-Treasury Officers, for information.

Sy 14/08/2023

Under Secretary to Government

Memo No 22926 /F **Date** 14.08.2023

Copy forwarded to P.S. to Principal Secretary, Finance/P.S. to all Special Secretaries/ P.S. to all Additional Secretaries/ All Officers/ all Branches of Finance Department/ Guard files (10 copies) for information and necessary action.

Sy 14/08/2023

Under Secretary to Government

Memo No 22927 /F **Date** 14.08.2023

Copy forwarded to the Deputy Director (Printing) Odisha Government Press, Cuttack for publishing of the Memorandum in Odisha Gazette.

Sy 14/08/2023

Under Secretary to Government

Memo No 22928 /F Date 14.08.2023

Copy forwarded to the Head, Portal Group, Lok Seva Bhawan, Bhubaneswar, Odisha for information and necessary action.

It is requested to hoist this Office Memorandum in the website of Finance Department ([www.odisha.gov.in / finance](http://www.odisha.gov.in/finance)).

 14/08/2023

Under Secretary to Government

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