

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.

 31-1-25
Seal & Signature of

Quotation/Tender Calling Authority
District Welfare Officer
Bargarh

Designation

General Information

Sl No	Particulars	
1	Name of the Service Provider	
2	Complete Address	
3	OGST Number	
✓ 4	<u>GeM Registration Number</u>	
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

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: _____

Annexure-III**Log-Book**

Date	Place of departure and time	Place of arrival and time	Kilometre age/ Hours done	Purpose of journey	Name and designation of officer using
1	2	3	4	5	6

Petrol/Diesel					Signature of the Driver	Signature of the officer	Remarks
Petrol/ Diesel in tank	Petrol/ Diesel supplied	Total	Petrol/ Diesel consumed	Balance in tank			
7	8	9	10	11	12	13	14