



ODISHA STATE ROAD TRANSPORT CORPORATION GAJAPATI  
PARALAKHEMDI

Mail ID-dtmgajapati@gmail.com

No: - 216 /OSRTC/GPS/GJP/2024

Date: - 11.11.2024

**Quotation/Tender Call Notice**

Sealed quotations / tenders are invited from interested reputed Travel Agencies /Tour Operators or Private individuals for providing 01 no of AC/NON- AC Diesel driven vehicles having sitting capacity not more than six including driver, which shall conform to the terms and conditions for official use of OSRTC, Gajapati on monthly rent basis:

The Quotation / Tender, completed in all respect should reach the District manager OSRTC(GPS), Gajapati on or before 18.11.2024 by 5.30pm through R.P and shall be opened on 19.11.2024 at 11.00 am at the Office Chamber of the Additional District Magistrate, Gajapati in presence of the bidders or their authorized representatives under the chairmanship of Addl. District Magistrate, Gajapati.

**1. GENERAL CONDITIONS OF THE CONTRACT**

**1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in India.
- b) "Selected Agency" means **M/s** ..., Odisha, India whose proposal to perform the Contract has been accepted by the Client and is named as such in the Agreement and may provide or provides the Services to the Client under this Contract.
- c) "Contract" means the Agreement entered into between the Client and the Selected Agency, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC), all the attachments, appendices, annexure, and all documents incorporated by reference therein.
- d) "Day" means a working day.
- e) "GC" mean these General Conditions of Contract.
- f) "Government" means the Government of Odisha
- g) "In writing" means communicated in written form with proof of receipt.

- h) "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
- i) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- j) "Party" means the Client or the Selected Agency, as the case may be, and "Parties" means both of them.
- k) "Personnel" means persons hired or appointed by the Selected Agency and assigned to the performance of the Services or any part thereof.
- l) "1<sup>st</sup> party" means <<**the Client or the Odisha State Road Transport Corporation (OSRTC)**>> an entity requiring the services under this Contract.
- m) "Resident" means normal resident of Odisha.
- n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- o) "Services" means the work to be performed by the Selected Agency pursuant to this Contract, as described in **Appendix-A**.
- p) The "Selected Agency" means Agency which is empaneled through the tender process i.e., Selected Agency.

## **1.2 Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship between master and servant or of principal and agent as between the client and the Selected Agency. The Selected Agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

## **1.4 Legal Jurisdiction**

Any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of courts in **Bhubaneswar, Odisha**.

## **1.5 Language**

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.6 Notices**

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Special Condition. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Special Condition.
- 1.6.2 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the client or the selected Agency may be taken or executed by the officials specified in the Special Condition.
- 1.6.3 Taxes and Duties: All taxes would be paid on actual as per applicable laws.

## **1.7 Fraud and Corruption**

- 1.7.1 Definition: It is the Client's policy to require that the Client as well as Selected Agency observe the highest standard of ethics during the selection and execution of the Contract. The Client also requires that the Selected Agency does not demand any service charges from the client unless the same is agreed with the Client in advance.

**Defines, for the purpose of this provision, the terms set forth below as follows:**

- a) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
- b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract with the Client and includes collusive practice among bidders, prior to or after proposal submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Client of the benefits of free and open competition.
- c) "Collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels.

- d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
- e) "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which was agreed to.

#### 1.7.2 Penal Measures to be taken by the Client.

- a) The Client may terminate the contract if it is proven that at any time the representatives or employees of the Selected Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the Selected Agency having taken timely and appropriate action satisfactory to the Client to remedy the situation.
- b) The Client may also sanction against the Selected Agency, including declaring the Selected Agency ineligible for a stated period of time (as decided by Client), to be awarded a contract if it at any time it is proven that that the Selected Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client -financed contract.

### 2.1 Term of Contract

The term under this Contract will be for the period of one year from the date of Notification/ signed Agreement.

### 2.2 Extension of Contract

- 2.2.1 The initial engagement period is set for one year.
- 2.2.2 The Client shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Selected Agency, at least 30 days before the expiration of the term here of, whether it will grant the Selected Agency an extension of the term. The decision to grant or refuse the extension shall be at the Client's discretion.
- 2.2.3 Where the Client is of the view that no further extension of the term be granted to the Selected Agency, the Client shall notify the Selected Agency of its decision at least 30 days prior to the expiry of the Term. Upon receipt of such notice, the Selected Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Client.

### 2.3 Termination of Contract

- 2.3.1 Either party may, terminate this Contract by giving a **1 (One) month** prior and written notice indicating its intention to terminate the Contract.
- 2.3.2 The Client may, terminate this Contract by giving the Selected Agency one **month** prior and written notice indicating its intention to terminate the Contract under the following

circumstances:

- 2.3.2.1 If the Client is of the opinion that there has been such event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
- 2.3.2.2 If the Selected Agency has failed to commence the provision of Services or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
- 2.3.2.3 Where it comes to the Client's attention that the Selected Agency is in a position of actual conflict of interest with the interests of the Client in relation to any of Terms and Conditions of the Contract or has without authority has committed breach of Terms of the Contract in best judgment of the Client.
- 2.3.2.4 In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under the Contract with the Client not found acceptable by the Client.
- 2.3.2.5 The performance of the Selected Agency is not satisfactory.
- 2.3.2.6 The Selected Agency has neglected or failed to observe and perform all or any of the term's acts, matters or things under this Contract to be observed and performed by it.
- 2.3.2.7 The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Client.
- 2.3.2.8 The Selected Agency has been declared insolvent/bankrupt.
- 2.3.2.9 In case the Agency defaults in any of the obligations of the Client, as per review by a committee Chaired by the DA&FP (O) in each quarter.
- 2.3.2.10 In case Government desires to abolish plan or withhold funding.

## **2.4 Consequences of Termination**

- 2.4.1 The Client shall have the right to carry out the unexecuted portion of work either by itself or through selecting another Agency.
- 2.4.1 In the event of termination of this Contract, Client shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with. In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by the Client, or

where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the Client.

- 2.4.2 Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, the Client shall pay the Selected Agency for that part of the Services which have been authorized by the Client and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice any other rights, the Client may retain such amounts from the payment due and payable by the Client to the Selected Agency as may be required to offset any losses caused to the Client as a result of any act/omissions of the Selected Agency.
- 2.4.3 The Client may take possession of the work and all deliverables of the Selected Agency and use or employ any other Selected Agency or other person or persons to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Empaneled Agencies or other persons employed for completing and finishing or using such deliverables.
- 2.4.4 In the event of termination of this Contract consequent to the expiry of the term of Contract or due to the termination of Contract initiated by the Selected Agency prior to the stipulated term of Contract, the Selected Agency is obliged to transfer the legal ownership of such deliverables to the Client that are deployed or used for a total consideration of Re. 1/- (Rupee One only), at the time of such termination of this Contract.
- 2.4.5 When the Contract is terminated by the Client for all or any of the reasons mentioned above, the Selected Agency shall not have any right to claim compensation on account of such termination.

## **2.5 Binding Clause**

All decisions taken by the Client regarding the processing of the Contract shall be final and binding on all parties concerned.

Authority (OSRTC) have the sole rights to any changes in the said contract with written communication to selected Agency.

## **2.6 Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may be made by written communication between the Parties and after Prior Mutual consent by both the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## 2.7 Force Majeure

In cases where the chosen agency is obligated to carry out tasks within a timeline specified by the client, the selected agency will make reasonable endeavors to deliver the necessary services in accordance with the client's requirements. However, if a pandemic situation arises, the parties involved will collaborate to potentially extend the designated timeframe in order to accommodate the circumstances,

- (i) any government or similar entity implements restrictions that may interfere with provision of Services.
- (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of Services, or
- (iii) a selected agencies determines that is unable or unwilling to travel in light of a pandemic-related risk.

## 2.8 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 2.8.1 Measures to be Taken,

2.8.1.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.8.1.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than **fourteen (14) days** following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

2.8.1.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.8.1.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Selected Agency, upon instructions by the Purchaser, shall either:

- Demobilize or

- Continue with the Services to the extent possible, in which case the Selected Agency shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

2.8.1.5 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 6 (Settlement of dispute).

## **2. Obligations of the Selected Agency**

### **3.1 General**

#### **3.1.1 Standard of Performance**

The Selected Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Selected Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

### **3.2 Conflicts of Interest**

The Selected Agency will be barred from participating in any Bid Process (downstream activities) falling within the Scope of Work / assisted by the Selected Agency or its personnel, till the duration of their Contract with the Purchaser in the department in which the Selected Agency is providing its services under this Contract. The Selected Agency would not be barred from executing existing projects for which it is already selected within the department, however it would be barred from any future projects / Bid Process (downstream activities) falling within the Scope of Work / assisted by the Selected Agency or its personnel, till the duration of their Contract with the Purchaser. The Selected Agency, if selected for any consultancy work, shall not be allowed to work in any downstream activity like application development, maintenance, support, hardware/software supply etc. in the same project. Similarly, the Selected Agency selected as the consultant shall not be allowed to work as TPA and vice versa in the same project.

### **3.3 General Confidentiality**

Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it:

(a) is or becomes public other than through a breach of this Agreement,

(b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,

(c) was known to the receiving party at the time of disclosure or is thereafter created independently,

(d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or

(e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

### **3.4 Use of Contract Documents and Information**

3.4.1 The Selected Agency shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, report, findings, data or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Selected Agency in the performance of the services under the contract.

3.4.2 The Selected Agency shall not, without the client's prior written consent, disclose any documents including (soft and hard copies), plan, report, findings, data, plans, specifications, process definitions/details and copies, thereof furnished by the client as well as all deliverables (hard and soft copies) including but not being limited to methodologies, frameworks, models, plans, process documentation, program specifications etc. to any person other than a person employed by the Selected Agency in performance of the services under the Contract.

## **3. SCOPE OF WORK**

- The Authority shall, subject to the terms thereof pay to the Agency at the following rates for providing commercial vehicles as per **Finance Department's Office Memorandum No. 22924 (TUV 300, Bolero, Sumo Gold, Ertiga, and others)**, with a maximum hire charge of **Rs. 31,000/- per month** including taxes, for use at the district level. Additionally, a minimum average mileage of **10 Kilometers per litter (KMPL)** has been specified for these vehicles. The vehicles of similar models and segments, having the same mileage and charges, can also be engaged
  1. Vehicle:
  2. Registration Number
  3. Chassis No
  4. Engine No.
  5. Year of Manufacture
- The vehicles should be new or less than one year old and driven not more than 25,000 km with GPS fitted.

- The vehicles should be in good running condition.
- All necessary taxes for operating the vehicles commercially should be fully paid and all necessary papers shall be provided in the vehicles as required by the prevailing Motor Vehicles Act with comprehensive insurance cover for the vehicles.
- The vehicles shall be available day and night (24 hours) as required by OSRTC officials for all days regularly in a month.
- The driver should be having should be having valid driving license.
- The agency shall bear all expenses required for keeping the vehicles in smooth running conditions such as fuel, oil lubrications and other consumables, necessary service and maintenance, repair and replacement etc. and salary of the driver per month and mobile phone.
- The Agency should ensure that sufficient fuel is always available for travel.
- The Agency should submit their bills in duplicate along with a logbook within 1st week of every month for payment.
- The quoted rates for hire charges of vehicles with fuel and lubricants, maintenance of vehicles etc. should be valid for a period of one year from the date of acceptance. No variation/revision in quoted rates on account of any increase in fuel or spares cost will be entertained.
- The Agency should be able to supply the required vehicles within seven days of the date of this agreement.
- All claims related to accident/damage/compensation shall be the responsibility of vehicle providing agency.
- The agency has to furnish the performance security of **10% of Contract value** for an amount of **Rs.37,200.00** in shape of Demand Draft at from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar. The performance security so submitted shall be refunded sixty days after successful completion of the contract.
- The payment will be made on a monthly basis within 10 days after submission of the bill. However, in unforeseen circumstances, if the payment is not made on time the company shall not pay any interest in late payment and vehicle services shall be continue
- Whereas the service provider having PAN No. \_\_\_\_\_ and GST No. \_\_\_\_\_ which are valid as on date.
- This agreement is valid for one year from ..... to .....
- The service provider agreed to terms and conditions of the contract and shall ensure full compliance to them.
- Agency agrees to provide quality services as per scope& SLAs as mentioned in the contract.
- Agency to ensure that vehicle deployed shall arrive at designated location on time. In an event of delay in arrival beyond 15 minutes, users 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.

- Agency to ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours.
- In the event of break-down, servicing & repairs of the assigned vehicle the service provider at his own cost shall make alternative 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.
- The Agency shall not be allowed to sub-let the contract.
- Police verifications for deployed driver shall be ensured by agency.
- Agency shall update the logbook at least once in every 24 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 logbook(s) to the corporation/ District Manager, OSRTC.
- The vehicle should have commercial license. The vehicles will be used across Odisha and as when required outside the Odisha for official duties/purpose.
- 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. In case the selected vehicle cannot be provided for hire service for whatever reasons, the vehicle provider has to provide another vehicle of the same & better model and in same and better physical condition at the same terms & conditions.
- The agency shall ensure that all electrical connections including light (both break and front), horn, turn indicators, and other vehicle systems shall be periodically checked and maintained by service provider (Agency) to avoid any inconvenience to user department.
- Agency shall ensure that the vehicle should be parked at the place as advised by the 1st party District Manager, OSRTC 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 OSRTC. Moving away without the knowledge of the controlling officer will be considered as non-available and will be liable for penalty.
- The vehicles shall be used by said officials of this office for official purpose on all state Govt. Working days and also on holidays, if required for official work. No advance payment shall be made under any circumstances. If in any day the vehicle becomes unavailable for duty for any reason not reliable to this office, it shall be treated as **“No service Day”** and on pro-rata basis deduction shall be made for each **“No service Days & agreed monthly rent divided by 25 days.**
- Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific colour as per requirement of the Corporation. 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.

- 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 provision of the contract repeated instances may result to termination of service.
- Denial of duty during contact period or during duty hours as noticed by user departments.
- 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 of OSRTC shall have full rights to terminate the contract with immediate effect.
- Driver must be provided with a working mobile phone and contact number by the agency and to be provided to user department.
- 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.
- The driver shall be reachable at all times during duty hours.
- 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.
- As soon as the driver is advised to attend any guest by the administration, the driver should call/ SMS the guest giving his mobile and vehicle details. Charges of call/ SMS will be on agency's account.
- Vehicle & Driver should not be changed frequently. Any such changes should be informed by the agency to the authority well in advance.
- The agency shall take Comprehensive Insurance cover with third party unlimited Liability risk of vehicles detailed for the user department requirement. User shall not be liable for any damages whatsoever to public property and/ or any person due to any accident arising out of and in the course of deployment of service provider's vehicle.
- The agency shall be solely responsible for any claims by any third party and or employees of user travelling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.
- The user department will in no way be responsible for violation of the traffic rules and / or infringement of any other law for time being in force 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 applicant at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner whatsoever. On use 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.
- The Agency shall be responsible for ensuring compliance with the provisions related to Labour Law and especially Minimum wages Act, payments of wages Act, PF, ESI Act,

Payment of bonus act, contract Labour (R&A) Act, Workman 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.

- The Agency shall be personally responsible for any theft, misconduct and/ or disobedience on the part of drivers so provided by him.
- 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 atservice provider's risk. Also, Alternate vehicle of similar or higher category will be provided by Agency without any extra charges.
- 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.
- 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.
- 1<sup>st</sup> Party shall make the payment towards hiring charges of the vehicle at the end of every month by credit into the bank account of the agency through ECS/ RTGS within 15 days from the date of receipt of bills complete in all respect.
- User department shall pay the vendor all amounts on an invoice that are not the subject of a Bonafede dispute within 15 days after department's receipt of a valid invoice that complies in all materials respects in terms of this agreement.
- The payment shall be subject to any deductions such as penalties statutory deduction etc.
- 1<sup>st</sup> Party shall accept the logbook entries updated by Driver. Failure to take action on Logbook entries updated by Driver shall result in auto acceptance of reading provided by service provider.
- The 1<sup>st</sup> Party shall be responsible for costs relating to fuel, toll gate charges, parking charges and oil topping up between service and other statutory levies, if any, paid during the journey would be billed on actual and shall be paid by 1<sup>st</sup> party.
- All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point.
- Final payment after termination of the contract shall be released on submission of the Logbook(s) of the vehicle, car pass and pass/ id card issue to the driver, If any.

#### **4.1 Procedure of Change Orders**

- i. Upon receiving any revised requirement/advice, in writing, from the Client, the Selected Agency will discuss the matter with the Client.
- ii. In case such requirement arises from the side of the Selected Agency, it will communicate in writing the matter with Client as well as discuss the matter, giving reasons thereof.

- iii. If it is mutually agreed that such requirement constitutes a "Change Order" then the Selected Agency will study the revised requirement and assess subsequent schedule and cost effect, if any.
- iv. If Client accepts the implementation of the Change Order in writing, then the Selected Agency shall commence to proceed with the enforcement of the Change Order.
- v. In case, mutual Agreement, i.e., whether new requirement constitutes the Change Order or not, is not reached, then the Selected Agency in the interest of the works, shall continue providing Services as defined under the Contract. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Contract.
- vi. The Selected Agency shall submit necessary back-up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no Agreement is reached between the Client and Selected Agency within 15 days after Client's instruction in writing to carry out the change concerning all matters described above, either party may refer the dispute to the Authority.

#### **4. NO IDLE TIME CHARGES**

- No idle time charges shall be payable by the Client, in any case whatsoever.

#### **5. COMMENCEMENT OF WORK**

**Within one week** from the date of signing the Contract between the Selected Agency and the Client, the Selected Agency shall be ready to work with OSRTC. The date of signing of the Contract document by the Client shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Penalty, if there is any, for the delay in execution shall be calculated accordingly.

Failure on the part of the Selected Agency to find a suitable replacement shall amount to a breach of the terms hereof and the Client, in addition to all other rights, have the right to claim damages and recover from the Selected Agency all losses/ or other damages that may have resulted from such failure.

#### **6. ACTION & COMPENSATION IN CASE OF DEFAULT**

##### 7.1 Conditions for default:

- The deliverables at any stage of the project as developed/ implemented by the Selected Agency do not take care of all or part thereof of the Scope of Work as agreed and defined under the Contract with the Purchaser.
- The documentation is not complete and exhaustive.

- There is a change in resources before the completion of a pre-defined period.

The Client may impose penalties on the Selected Agency providing the Services as per the Service Levels defined under this Contract.

## 7. SERVICE LEVEL AGREEMENTS

### 8.1 Penalty

For non-performance the following penalties may be imposed on the selected agency.

- I. The vehicles 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 contact with immediate effect. The agency has to ensure the safety of the passengers by avoiding negligent driving by their drivers such as over speeding, rash driving and driving vehicles without brakes/ defective brakes. Tampering of speedometer in any manner will be disqualified of the vehicle for engagement. In case defected, the vehicle will be disengaged with one day notice with a penalty amount of **Rs.2,000/-** which will be deducted from the amount due.
- II. A penalty of **Rs. 2000/- (Rupees Two Thousand Only) per day per vehicle** will be levied on the Agency for breach of any terms of agreement and will be deducted from their monthly bill.
- III. In the event of any vehicle being off the road for maintenance or on any account of breakdown, the Agency shall provide as substitute vehicle immediately. Of the substitute vehicles are not provided with a penalty of **Rs. 2,500/- per day** for vehicles shall be affected by the bills of the Agency.

### 8.2 Payment term

- 8.2.1 The payment to the Selected Agency shall be made by OSRTC on the services provided by the Selected Agency as per the Scope of Work under the Contract signed between the Selected Agency and the concern department.
- 8.2.2 All payments will be made in Indian Rupee.
- 8.2.3 The Traveling Agency Concerned is required to submit a monthly invoice through the District Manager to the Additional Secretary (Operation) at OSRTC Bhubaneswar.
- 8.2.4 The respective District Managers must verify and certify the bills, operating Kilometers, and validate the invoices raised by the concerned Traveling Agency.

## 9 Hiring Process:

- 9.1.1 The hiring process will be carried out through a transparent and competitive process. The District Manager has been assigned sole accountability for hiring vehicles, ensuring that the necessary arrangements are made for official use.

9.1.2 Prior to the finalization of the Travel Agency, all District Managers should intimate OSRTC for approval of rates and to conduct due diligence.

**9.1.3 Required Documentation at the time of official / Enforcement use:**

- Copy of valid registration certificate
- Copy of valid insurance certificate
- Copy of license to operate the vehicle
- Driver license

**10 Operation:**

10.1.1 The maximum travel distance has been fixed below, for the purpose of enforcement checking and other official works.

10.1.2 The maximum travel limit per Block is 100 Kilometers per month and with a maximum 1500 Kilometers per month per District, which encompasses all Blocks within the District.

**11 Headings:**

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

**12 Resolution of disputes:**

12.1.1 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 Additional Secretary (Operation) on behalf of 1st Party (OSRTC) and the Authorized signatory of the service provider Namely Mr. xxxxxxxxxxxxxxx on behalf of xxxxxxxxxxxxxxx.

Memo No: - 217/OSRTC/GPS/GJP/2024 Date: - 11.11.2024

Copy Submitted to the A.D.M Gajapati, Paralakhemundi for favour of kind information and necessary action.

  
11.11.2024

Dist. Manager I/C cum Unit-In-Charge  
OSRTC Paralakhemundi

Memo No: - 218/OSRTC/GPS/GJP/2024

Date: - 11.11.2024

Copy Submitted to the Regional Transport officer / M.V.I, Gajapati, Paralakhemundi for favour of kind information and necessary action. They are requested to display this notice in their notice board or wide publicity.

  
11.11.2024

Dist. Manager I/C cum Unit-In-Charge  
OSRTC Paralakhemundi

Memo No: - 219/OSRTC/GPS/GJP/2024 Date: - 11.11.2024

Copy Submitted to the GM (O) OSRTC, Bhubaneswar for favour of kind information.



Dist. Manager I/C cum Unit-In-Charge  
OSRTC Paralakhemundi

Memo No: - 220/OSRTC/GPS/GJP/2024 Date: - 11.11.2024

Copy Submitted to the D.I.O, N.I.C, Gajapati for information and necessary action with request to host this notice in the district portal.



Dist. Manager I/C cum Unit-In-Charge  
OSRTC Paralakhemundi

**GENERAL INFORMATION FOR HIRING VEHICLES**

1. Registration No. of the Vehicle :
2. Type of Vehicle(AC / Non AC) :
3. Year of Manufacture:
4. Model :
5. Date of Registration :
6. Name & Complete address of the  
Vehicle owner:
7. Fitness Certificate Validity:
8. Permit Validity:
9. Insurance Validity:
10. Name & address of the Driver:
11. D.L. No. & validity of D.L. of Driver:
12. Proposed hire charge of the vehicle  
per month excluding fuel cost:
13. Rate of fuel consumption /Mileage per litre:
14. Contact number of the Service provider(Bidder):  
Mobile \_\_\_\_\_ Telephone \_\_\_\_\_

“Certified that the information above is true to the best of my knowledge and belief”.

Seal & Signature of the  
Quotationer / Tenderer