



(GOVERNMENT OF ODISHA)  
DEPARTMENT OF WATER RESOURCES  
POTTERU IRRIGATION DIVISION,  
BALIMELA

QUOTATION CALL NOTICE  
No. 02 / 2022-23

NAME OF WORKS:-

1. Hiring of one private vehicle with commercial registration and having valid contract carriage permit for official use by the Superintending Engineer, Potteru Irrigation Division, Balimela for the period from 06/2022 to 03/2023 (for the financial year 2022-23)
2. Hiring of one private vehicle with commercial registration and having valid contract carriage permit for official use by the Sub-divisional Officer, Potteru Irrigation Sub-Division No.I, Balimela for the period from 06/2022 to 03/2023 (for the financial year 2022-23).

SUPERINTENDING ENGINEER  
POTTERU IRRIGATION DIVISION  
BALIMELA

Office of the Superintending Engineer,  
Potteru Irrigation Division, Balimela  
At/Po-Balimela, Dist : Malkangiri. (Odisha).  
'e' mail id :- eepid78@gmail.com

**QUOTATION CALL NOTICE NO.-02/2022-23**

Sealed quotations are invited from interested reputed Travel Agencies/ Tour operators / Private individuals having valid GST /GeM registration number, PAN card, first track banking facility etc. for providing Non-AC/AC diesel driven vehicle or BS – IV compliant petrol vehicle ( TUV300 /Bolero /Sumo Gold/ Ertiga) having sitting capacity not more than ten including driver, which shall confirm to the Terms & Conditions of the quotation call notice for the official use of different offices of Potteru Irrigation Division, Balimela on monthly rent basis for the period from 06/2022 to 03/2023 (for the financial year 2022-23)

1. Date and time of availability of quotation documents for sale:-From dtd.06/06/2022 to dtd. 16/06/2022( during office hours and on working days only.)
2. Date and time of receipt of quotation documents:- :-From dtd.06/06/2022 to dtd. 16/06/2022 (during office hours and on working days only).
3. Date and time of opening of quotation documents: - on 17.06.2022 at 11.00 A.M.in the office chamber of the Superintending Engineer, Potteru Irrigation Division, Balimela.

Please visit the office of the undersigned or website [http://www.odisha.gov.in./](http://www.odisha.gov.in/) <http://www.dowrodisha.gov.in> for details.

Superintending Engineer,  
Potteru Irrigation Division,  
Balimela.

Office of the Superintending Engineer,  
Potteru Irrigation Division, Balimela  
At/Po-Balimela, Dist : Malkangiri. (Odisha).  
'e' mail id :- eepid78@gmail.com

**DETAILED QUOTATION CALL NOTICE NO.-02/2022-23**

Sealed quotations are invited from interested reputed Travel Agencies/ Tour operators / Private individuals having valid GST /GEM registration number,PAN card, first track banking facility ,No Relation Certificate, No Litigation Certificate etc. for providing Non-AC/AC diesel driven vehicle or BS –IV compliant petrol vehicle ( TUV300 /Bolero /Sumo Gold/ Ertiga) having sitting capacity not more than ten including driver, which shall confirm to the Terms & Conditions of the quotation call notice for the official use of the following offices on monthly rent basis for the period from 06/2022 to 03/2023 (for the financial year 2022-23)

Sl.No.	Name of work	Type of vehicle	Fuel used	Required number
1.	Hiring of one private vehicle with commercial registration and having valid contract carriage permit for official use by the Superintending Engineer, Potteru Irrigation Division, Balimela for the period from 06/2022 to 03/2023 (for the financial year 2022-23)	TUV300 /Bolero /Sumo Gold/ Ertiga	Diesel/Petrol	01 (One )
2.	Hiring of one private vehicle with commercial registration and having valid contract carriage permit for official use by the Sub-divisional Officer, Potteru Irrigation Sub-Division No.I, Balimela for the period from 06/2022 to 03/2023 (for the financial year 2022-23).	TUV300 /Bolero / Sumo Gold/ Ertiga	Diesel/Petrol	01 (One )

1. 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, valid contract carriage permit, proof of up to date tax payment etc. which are mandatory for plying of vehicle.
2. 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.

3. The driver should be well behaved, gentle and obedient in nature.
4. Bid security is exempted as per Office Memorandum No. 8484 dtd. 05.04.2022 of Govt. Of Odisha, Finance Department. Only provision of "Bid Security Declaration" in lieu of Bid Security with stipulation that if they withdraw or modify their bids during period of validity etc., they will be suspended for one year and will be debarred to participate in the tender process during the period of suspension. The bidders must submit bid security declaration instead of Bid Security.
5. The monthly rate of hire charge is to be quoted separately in the general bid information (excluding fuel and lubricants).
6. The vehicle must achieve a fuel efficiency of 10 kms per litre.
7. The details of the make and year of manufacture of the vehicle, registration No., mileage (kms covered per litre) and name of the driver with driving license No. and period of validity should be specifically provided in the general bid information to be furnished with the quotation/ Tender (Annexure-II).
8. The quotation completed in all respects along with the related documents /bid security should reach to the undersigned on or before 16/06/2022 during office hours only and shall be opened on dtd. 17/06/2022 at 11.00 A.M. in presence of the bidders or their authorised representatives.
9. The application form of quotation/ tender containing general bid information & terms and conditions for hiring of vehicles etc. will be available with the Office of The Superintending Engineer, Potteru Irrigation Division, Balimela, Dist: Malkangiri on payment of Rs 100/- in shape of cash from dtd. 06/06/2022 to dtd. 16.06.2022 during working hours and on working days only or can be downloaded from the web site of Govt. Of Odisha <http://www.odisha.gov.in/> <http://www.dowrodisha.gov.in> from dtd.06.06.2022 (10.00 A.M) to dtd. 16.06.2022 (5.00P.M). In case the application form is downloaded from Govt. website, the applicant shall furnish a demand draft in favour of the "Superintending Engineer, P.I. Division, Balimela" for an amount of Rs 100/- (Rupees one hundred) only along with bid security declaration and other related documents.
10. The bidder can compete in one or all works, but in that case the bidder has to purchase bid papers/ quotation papers for each work separately depositing the cost of bid documents of Rs 100/- for each work along with the bid security declaration. The name of the work for which rates are quoted must be clearly mentioned in the space provided on Annexure II and also on the sealed envelope.
11. If the office happens to be closed on the last date of sale/ receipt/ opening of the tender as specified, the tender will be sold/ received/ opened on the next working day at the same time and venue.

The authority reserves the right to reject and accept any or all the quotations / tenders without assigning any reason thereof.

Superintending Engineer,  
Potteru Irrigation Division,  
Balimela

## **TERMS AND CONDITIONS FOR HIRING OF VEHICLES**

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, Fitness Certificate, Valid contract carriage Permit, proof of up to date tax payment , first track banking facility etc. and D.L of the driver available at all the times. The Department/ Office, hiring the vehicle, shall not be responsible for any damage/loss caused to the hired vehicle or loss of life / injury made to any person or damages to any property on account of use of the hired vehicle any manner whatsoever. The owner of the vehicle shall be responsible for all such litigation.
2. It will be ensured through service provider of hired vehicle that the vehicles are 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.
3. The hire charge to be paid on monthly basis is final but does not include cost of diesel/petrol, 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, replacement of spare parts, Lubricating oil of Engine, Gear box & different 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 salary 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 reject the agreement and may engage vehicle from other source.
7. The vehicle shall report for duty for full days in a month.
8. In case of emergency, the driver will have to report for duty as per the requirement of hirer for movement to anywhere. No extra payment shall be demanded.
9. Monthly hire charges and reimbursements towards cost of diesel/petrol if any ( as per actual) and lubricants ( as per Govt. Norms ) of selected bidder will be paid in every succeeding months as far 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. The hiring may be discontinued immediately, when the vehicles are no longer required for the offices.
12. If the services are found to be unsatisfactory, the client shall give one month notice and terminate the agreement.
13. In case the service provider intends to draw 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.
14. If the bidder violates any of the terms of contract, Government shall forfeit the entire amount of security deposit.

Signature of Quotationer/ Bidder

Superintending Engineer,  
Potteru Irrigation Division, Balimela

**GENERAL INFORMATION FOR HIRING OF THE VEHICLE**

**Name of the work (To be mentioned by the Bidder):-**

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

“Certified that the informations submitted above are true to the best of my knowledge and belief”

Seal & Signature of the  
Quotationer/ Bidder.

**Certificate of No relationship**

I/We hereby certify that I/We am / are not related to any officer of Asst. Engineer and above rank in Potteru Irrigation Project, Balimela. I/ We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with forfeiture of EMD & security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my/ our tender liable for rejection.

Signature of Quotationer/ Bidder

Address \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

INFORMATION REGARDING CURRENT LITIGATION DEBARRING  
EXPPELLING OFTENDERED OR ABANDONMENT OF WORK BY THE  
TENDERER.

- |       |  |        |
|-------|--|--------|
| 1. a) | Is the tenderer currently involved in any litigation relating to the works.  | Yes/No |
| b)    | If yes, give details.  |        |
| 2. a) | Has the tenderer or any of its constituent partners has been debarred / expelled by any agency in India during the last three years. | Yes/No |
| 3. a) | Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last three years.     | Yes/No |
| b)    | If yes, give details :   |        |

Note:- If any information in this schedule is found to be incorrect or concealed, qualification application will be summarily be rejected.

Signature of Quotationer/ Bidder

Address \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



**FORM OF BID SECURITY DECLARATION**

(Letter head /Name of the Bidder)

(Date)

Name of the Work:-

Quotation Call Notice No. :- 02/2022-23 of SE, P.I.Division, Balimela

To

The Superintending Engineer,  
Potteru Irrigation Division, Balimela

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.
2. We accept that the Authority/Employer/Tender Inviting Authority shall cancel our empanelment and/or suspend/prohibit/debar/blacklist from participating in bidding in any contract of the state for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:
  - a. have withdrawn our Bid prior to the expiry date of the bid validity specified in the letter of Bid or any extended date provided by us: or
  - b. having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the letter of Bid or any extended date provided by us,
    - i) Fail or refuse to furnish the Performance Security and, Additional Performance Security, if required in accordance with the ITB/Terms of the Bid document/RFP, or
    - ii) Fail to agree to the decisions of the contract negotiation meeting or
    - iii) Fail or refuse to execute the contract.
3. We understand this Bid Security Declaration shall expiry if we are not the successful bidder upon the earlier of your notification of the name of the successful bidder through award of contract: or after the expiry date of the bid validity.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_

\*In the case of the Bid submitted by Joint venture specify the name of the Joint venture as Bidder

\*\*Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.

( Note. In case of a joint venture, the Bid Security Declaration must be in the name of all members to the Joint Venture that submits the Bid)

Signature of Quotationer/ Bidder

**Annexure- VI**

**BID SECURITY DECLARATION DOCUMENT, BID COST DEPOSIT AND OTHER  
PARTICULARS**

(DETAILS OF BID SECURITY DECLARATION DOCUMENT SUBMITTED ALONG WITH QUOTATION)

1. Name of the work:-
  
2. Bid Security Declaration Document:-
  
3. GST Clearance Certificate:-
  
4. PAN Card:-
  
5. GeM Registration (if available):-
  
6. Cost of Quotation Documents (Reference):- Rs
  
7. Quotation Documents to be submitted:-
  - a. Cost of documents (Rs 100/-):-
  
  - b. Cover page:-
  
  - c. Annexure-I to VII:-
  
  - d. All other documents as per the Quotation:-

Seal & Signature of the  
Quotationer/ Bidder.

**ANNEXURE-VII**

**THE FOLLOWING DOCUMENTS MUST BE SUBMITTED BY THE BIDDER ALONG WITH THE QUOTATION, OTHERWISE THE BID WILL BE LIABLE FOR REJECTION.**

		Tick	appropriate		
		column			
1	Commercial vehicle registration Certificate	YES			
2	Fitness Certificate of the vehicle.	YES			
3	Valid contract carriage Permit of the vehicle	YES			
4	Insurance Certificate of the vehicle	YES			
5	GSTIN Certificate of the bidder.	YES			
6	PAN card of the bidder	YES			
7	No Relation Certificate by the bidder	YES			
8	No Litigation Certificate by the bidder	YES			
9	Copy of deposit receipt of the paper Cost of Quotation Documents / original DD of Rs 100 as per the QUOTATION	YES			
10	Bid Security Declaration	YES			
11	First track banking facility of the bidder	YES			
12	DL and other valid documents of the driver	YES			
13	All other documents as per the Quotation	YES			

Seal & Signature of the  
Quotationer/ Bidder.

# Service Provider Agreement

## Agreement No.

Date of Commencement:-

Date of Completion: -

1. This Agreement is made on this        day of        on the orders of Governor of Odisha by and between the "Principal" Superintending Engineer , Potteru Irrigation Division , Balimela ( (which expression shall unless be excluded by or repugnant to the context be deemed to include its successors and assigns) and "Service Provider" Sri/Smt.        , At.:-        , Po.:-        , Dist.:- 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 one year at the rate of Rs        ./- per month (excluding GST) payable monthly and the mileage of the vehicle, which will be governed as per the Finance Department O.M No 30464 Dated. 06.09.2019. The contract will be renewed subject to satisfaction of the Principal.

### 4.0 The Service Provider Obligations:

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

4.2 Agency agrees to provide quality services as per SLAS mentioned in the Contract

4.3 Agency to ensure that vehicle deployed shall arrive at designated location on time. In an event of delay in arrival beyond 15 minutes, user shall have right

to hire other taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to service provider.

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

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

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

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

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

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

#### **Vehicles:**

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

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

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

**4.13** Agency shall ensure that the vehicle should be parked at the place as be available, when not in duty. If the vehicle needs to be away for some reasons like refuelling, petty repairing etc., it should be with the knowledge of the

Controlling Officer of the Principal. Moving away without the knowledge of the Controlling Officer of the Principal will be considered as non-available and will be liable for penalty

**Driver deployed:**

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

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

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

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

i) Denial of duty during contract period, or during hours as noticed by user departments;

ii) Use of abusive language;

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

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

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

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

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

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

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

**Statutory Rules compliance & Taxes:**

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

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

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

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

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

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

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

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

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

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

## **5 The obligations of Principal:**

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



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

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

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

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

## **6. Terminations:**

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

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

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

## **7. Force majeure**

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

## **8. Entire agreement**

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

## **9. Waiver of remedies**

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

cumulative.

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

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

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

## **11 Headings**

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

## **12 Resolution of disputes:**

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

## **13. Applicability of laws:**

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

**WITNESS WHEREOF** the parties hereto have subscribed their respective hand this . Day of first above written.

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

(AUTHORISED SIGNATARY)

Principal

**WITNESS**

1.

2.

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

(AUTHORISED SIGNATORY)

**WITNESS**

1.

2.

In the presence of Name:

Address:

Signature \_\_\_\_\_