

**REQUEST FOR PROPOSAL (RFP) DOCUMENT
FOR HIRING OF VEHICLES**

UNDER DISTRICT PROGRAMME MANAGEMENT UNIT (DPMU)



OFFICE OF CHIEF DISTRICT MEDICAL AND PUBLIC HEALTH OFFICER
KHORDHA

62

SECTION-I

Date & Time of Tender Submission and Finalization

RFP No. _____

Dated: 30.12.2019

DETAILED PROPOSALS ARE INVITED FROM ELIGIBLE BIDDERS FOR HIRING OF VEHICLES AT DISTRICT PROGRAMME MANAGEMENT UNIT (DPMU)

1	Period of Availability of RFP Document	From 31.12.2019 to 20.01.2020 (Only Working days) (Downloadable from website: www.khordha.nic.in)
2	Last date for submission of Tender & address	Date: 20.01.2020 Time 4.00 PM Address: O/o Chief District Medical & Public Health Officer At- Khordha Dist: Khordha (Name of the Block is mentioned at Section IVA/IVB /IVC Schedule of Submission)
3	Modality of Submission	Through Speed post/Registered post/ Courier
3	Pre Bid Conference	Date:- 15.01.2020 time: 3.30 PM
4	Date, Time and place of opening of Tender (Technical & financial Bid)	Date: 21 20.01.2020. Time 4.00 PM Place of Tender Opening : <u>District Training Unit, O/O- CDM & PHO, Khordha</u> (Bidders / authorized representative may remain present at the time of opening of Tender)

ly

SECTION-II

INSTRUCTIONS TO BIDDERS

1. Scope

- Interested bidders fulfilling the eligibility criteria may submit their bid & They may download the tender document from the website : www.khordha.nic.in
- The tender will have to be submitted in two parts i.e. **Technical Bid (Cover-A)** and **Financial Bid (Cover-B)**. The formats & documents to be submitted in technical & financial bid are mentioned in the tender document. The bidders should submit their **technical and financial bid separately in two envelopes** and these two envelopes should be put into **another cover envelop** superscribed as **“Tender for hiring of vehicles on rental basis (Monthly & Daily) & the advertisement reference no”**. The Technical & Financial Bid envelopes should be clearly marked as **Technical Bid & Financial Bid** on the top of the relevant envelopes. The tenders (Cover & inner envelopes) should be addressed to :

CDM & PHO-Cum-District Mission Director, Khordha
Pin-: 752055

2. Eligibility Criteria

- Any private individuals/ Tour operators/ Travel Agency/ Society/ Firm can participate in the tender process.
- Should submit the required EMD @ Rs.5, 000/- for each vehicle offered.

Note: Vehicles with only commercial registration shall be accepted.

3. Submission and Signing of Tender

Interested eligible bidders may submit their bid(s) separately for monthly or daily with EMD & DOCUMENTS AS SET FORTH in this RFP Document in the office of the CDM & PHO, Khordha. 20.01.2020 (4.00 P.M) through **Speed post, Registered post and courier only..**

The financial bid of those tenderers shall be opened whose technical bid are found to be qualified

LS

i. **Packing, Sealing and Marking of Bid**

- (a) The sealed envelope containing the ANNEXURE-I, Self attested photocopy of the required document & ANNEXURE-II should clearly be super scribed with the following:

Tender for "Hiring of Vehicles under District Programme Management Unit.

- RFP no. & Monthly/daily (The bidder should clearly mention the Block Name for which the proposal is submitted).
- The bidder's Name & address shall be mentioned in the left hand corner of the envelope.
- The envelope shall be addressed to the CDM & PHO with the Name for which they want to bid (as mentioned at Section-IV: Schedule of Tender Submission)

(b) If the envelope is not sealed and not marked as mentioned above, then the O/o the CDM & PHO will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

ii. **Content of the Tender Submission**

The sealed envelope shall contain the followings:

1. EMD of ₹. 5,000/-in the shape of a Demand Draft (for each vehicle they want to offer) in favor of the **ZSS,NON NRHM,KHORDHA** (schedule of Tender Submission for which the bidder is interested to bid)
2. Annexure-I (Technical Bid) duly filed in.
3. Annexure-II (Financial Bid) with proper signature and seal of the bidder.
4. Annexure-III(Agreement Format)

SECTION –III

TERMS OF REFERENCE

Specifications: (as per the Memorandum of Finance Dept. No.30464, Dt.06.09.2019/ Fin-COD-RULE-0001-2017)

Make & Model	Minimum Mileage reimbursement purpose	Average /Lit. for	Maximum charges month	Hire per	Maximum Hire charges per Day
Tiago/Bolt/Celerio (Petrol)	17 km/pl		Rs. 20,000/-		Rs.800/-
Bolero(on Daily Basis as and when required)	15 KM/pl				Rs.800/- Vehicle Hiring Charges (Per Day Excluding Mobility Support)

WV

1. **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
2. For effective coordination the driver of the vehicle has provided with a **mobile phone by the vehicle owner.**
3. **The Driver** should have a clean track record without any history of conviction in the court of law.

Terms & Conditions for Hiring of Vehicle

1. In view of Pollution being high through use of Diesel vehicles, it is preferable to hire BS-IV complaint petrol vehicle.
2. The vehicles hired shall be in good condition and shall not be older than 3 years. Vehicles older than five years should be replaced by new vehicle by the service provider.
3. The hired vehicles cannot be used for any private /commercial purpose beyond office hours or during holidays.
4. The model service provider agreement is attached at Annexure-A
5. Hiring shall be subject to the following ceiling of usage:-
 - a. Vehicles used by officers of the grade of Head of Department and above up to maximum of 2500 kms in a month.
 - b. Vehicles used by the officers and for pool duty up to maximum of 2000 kms in a month.
 - c. In case of variation exceeding 20% of distance run, the concurrence of Administrative Department shall be taken.
6. Log books shall be maintained for the hired vehicles as in the case of Government vehicles. Kilometers reading and POL drawn shall be necessarily recorded in relevant columns and verified regularly by an unauthorised officer before making payment.
7. GST registration & GEM registration are compulsory for any service provider to provide hired vehicle to Government offices through GEM or through open bidding.
8. The recurring expenditure involved in hiring of vehicle shall be met from the budget sanctioned for respective office under the object head of "Motor Vehicles".
9. The hiring may be discontinued immediately, when the vehicles are no longer required for offices.
10. Sanction for hiring of vehicle for one time sporadic requirement on case to case basis shall be accorded by concerned Administrative Department.
11. The hired vehicles, during period of contract shall have all necessary valid documents such as:- valid Registration Certificate, Insurance 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. 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



12. The hire charges to be paid for monthly /Daily basis is final but does not include cost of mobility. Which is to be paid separately basing Oil actual consumption and lubricants as per existing Government norms. All the expenditure of the vehicle towards repair replacement or spare parts. Lubricating oil of Engine, Gear Box & differential Coolant, tyres & Tubes. Battery etc. will be borne by the bidder.
13. 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.
14. 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.
15. 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
16. The vehicles shall report for duty for minimum or 25 days in a month.
17. In case of emergency, the driver will have to report for duty as per the requirement of hirer. No extra payment shall be demanded
18. Monthly hire charges and reimbursements towards cost of diesel (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 hills by the service provider and no advance payment will be made.
19. If the services are found to be unsatisfactory, the client shall give one month notice and terminate the agreement.
20. 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 withdraw of service and termination or agreement.
21. If the bidder violates any of the terms of contract, Government shall forfeit the entire amount of security deposit.

Major Features of Vehicles to be engaged.

1. **Vehicles will be hired locally** on contact basis. The contracts shall be initially for a period of **one year which may be extended** till funding from Mission Directorate, NHM, Odisha subject to satisfactory performance assessed by appropriate authority (DPMU Staffs/ CDM & PHO) every year.
2. Any private individuals/Tour operators/ Transport Agency/ Society/ Firm can participate in the tender process.
3. **The monthly/Daily rate of hire charge** shall be quoted separately in the price bid **(excluding fuel and lubricant)**
4. **The agency interested will quote the financial bid** keeping in account the road tax, insurance premium , parking fee, toll tax etc for which State Government or O/o CDM & PHO(DPMU)
5. **In case of breakdown** for reasons whatever, the replacement of a vehicle of the same or better model shall be provided by the owner of the vehicle/bidder.

W

6. The vehicles shall report for duty on all day in a Month. Sunday or on any holiday if emergency arises the driver may be called to report.
7. The vehicles shall be required generally **for 12 hours in a day (8 AM to 8 PM)** for DPMU Vehicle.
8. In case of emergency, the driver will have to report for duty as per the requirement of the hire. No extra payment shall be demanded.
9. The driver will maintain a log book to track vehicle movement. The log book will be verified and checked on regular basis.
10. If the bidder violates any of the terms of contract, Government shall forfeit the entire amount of security deposit.
11. The successful bidder shall execute an agreement with the CDM & PHO, Khordha for engagement of vehicle.
12. All charges will be paid on monthly basis as per the terms of reference within fifteen days of the submission of bills by the service provider. No advance payment will be made in any circumstances.
13. If the services are found to be unsatisfactory, the client shall give one month notice and terminate the agreement. The contract will also be terminated in case of following reasons:
 - i. If the behavior of the Driver is not proper;
 - ii. Any attempt to tamper the log book / GPRS device;
 - iii. In case of the vehicle do not report regularly;
 - iv. In case the driver of the vehicle is found to be convicted.
 - v. In case the service provider intends to withdraw the services of his vehicle and terminate the agreement, it shall be made mandatory upon him to grant one month notice before such withdrawal of service and termination of agreement.

3. EMD/ Security Deposit

1. **Tenders shall have to deposit EMD of Rs.5,000/-**(Rupees Five Thousand only) per vehicle offered in the form of crossed Demand Draft/ Pay Ordered in favour of the **ZSS,NON NRHM,KHORDHA** along with their tenders. **Tenders received without EMD will not be entertained / considered at all and will be rejected summarily.** Tenders received along with **EMD in the form of cheque/ cash will not be accepted/** considered and rejected. No interested would paid on the EMD.
2. **Forfeiture:** The EMD will be forfeited if the vendor withdraws or amends impairs and derogates from the tender or fails to execute duties on time as per ToR in any respect within the period of validity of tender.
3. **Refund:** (i) EMD will be refunded to the unsuccessful tender within thirty days from the date of issue of work order to the successful tender and no interest would be and (ii) EMD of the successful tender will be converted into security deposit. No interest will be paid on the EMD/Security deposit.
4. **Extension of EMD:** In case the contract signed with service provider (successful bidders) is extended beyond on year, on mutual consent, the service providers will have to submit fresh EMD for the extended period.



5. **Refund of security deposit:** will be refunded to the contractor after sixty days from the date of completion of the contract period and no interest would be paid thereon.

4. **Tender Procedure:**

1. **Sealed tenders in the prescribed form duly super scribed with "Hiring of Vehicles under District Programme Management Unit" to the CDM & PHO, Khordha.**
2. **The tender should** be submitted in the performance given in Annexure-I and Annexure-II. It should be **duly signed by authorized signatory on each page.** **Late /delayed tenders to** any reason whatsoever will not be accepted/ considered at all under any circumstances.
3. **The district tender/Procurement committee** will open technical bids and only qualified technical bidders are eligible for opening of financials bids.
4. **Comparative statements** duly signed by Tender/Procurement committee will be approved.
5. **The agreement will be** executed between the CDM & PHO, Khordha with approved L1 bidder for DPMU.
6. The monthly hiring charges of vehicle required for the DPMU will be fixed as per the L1 price. If requisite number of vehicle is not provided by the L1 bidder, L2, L3, L4 and so on bidders shall be selected provided they match to the L1 rate. And others are kept in panel for filling up future vacancy.



SECTION- IV-A

Schedule of submission of Tender

DISTRICT PROGRAMME MANAGEMENT UNIT, KHORDHA

SI No	Name of the Office	Monthly /Daily Basis	total Requirement of Vehicle	Remarks
01	DPMU,Khordha	Monthly Basis	1	Vehicle should not be more than 3 year old as on 31.08.19.
02	DPMU,Khordha	Daily Basis	As per requirement	Vehicle should not be more than 3 year old as on 31.08.19.

* EMD @ Rs. 5,000/- per vehicle should be submitted in Favor of ZSS,
NON NRHM, KHORDHA



Annexure-I

Technical Bid

Applied for DPMU, Khordha - _____ (Monthly/Daily Basis)

1	Name of the Bidder	
2.	Address & Telephone/Mobile No	
3.	E-Mail of the contact Person, If any	
4.	ID proof of the Individual / Registration certificate of the Organization (Photocopy)	
5.	Details of EMD enclosed (EMD @ Rs. 5,000/-) per vehicle to be submitted)	
6.	Details of Vehicles enclosed (Only vehicle with commercial registration shall be accepted) Documentary evidence (Photocopy) for all above details to be attached <u>otherwise the bid will be rejected.</u>	
	Registration no. of Vehicle	
	Types of Vehicle (AC/Non-AC)	
	Year of Manufacture	
	Model	
	Date of Registration	
	Fitness Certificate Validity	
	Permit Validity	
	Insurance Validity	
	Up to date Tax payment	
	Name & Address of the Driver	
	D.L. No. & Validity of the D.L. of the Driver	
	Rate of fuel consumption/Mileage per liter	
Declaration – I/We are not Block listed by any central /State Government/ Public sector undertaking in India & certified that the information submitted above is true to the best of my knowledge and belief .(To be furnished in non-judicial stamp paper of worth Rs.10-/- duly certified by Notary)		
Undertaking: That the vehicles to be provided will not belong to any employee of Govt Staff & Mission Directorate or his/her relative.		

(Signature of the Applicant)

by

Yours faithfully

Name:

Designation:

Seal:

Annexure-II
Financial Bid

Make & Model Vehicle	* Hiring Charges (₹.) including all Charges of the Driver (Exclusive of Fuel Cost)
	Monthly Hiring Charges-(For DPMU)-₹ _____ Daily Hiring Charges-(For DPMU)-₹ _____

(*Please refer to the type of vehicle & the Max. Monthly hire Charges requirement mentioned at Section –III of the Ref)

Signature

Name (Firm/Company/ Tour Operator/Individual)

Date:

Place:

Seal _____



Annexure-III

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 one 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 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 advised by the Principal and should be available, when not in duty. If the vehicle needs to be away for some reasons like refueling, 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 behavior towards department users as well as to other departmental staff. Following may be construed as "Misbehavior" 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 traveling 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, 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.
- 4.30 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 kilometers 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.

W

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 poss/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: _____

