

ଓଡ଼ିଶା ବନ ଉନ୍ନୟନ ନିଗମ ଲିମିଟେଡ
Odisha Forest Development Corporation Limited

(Formerly Orissa Forest Development Corporation Limited)

(A Government of Odisha Undertaking)

CIN-U02005OR1962SGC000446

Regd. Off: Plot No. A/84 Kharavel Nagar, Unit-III, Bhubaneswar, Odisha, PIN-751001

Telephone:-0674-2534086, 2534269 Fax: 0674-2535934

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Quotation Call Notice

No. 17969/Gen/Veh/700/13-14 dt.25.09.19

Sealed quotations are invited from the interested & reputed Travel Agencies/Tour Operators or private individuals for providing one AC Ciaz/Honda City/Inova vehicle having sitting capacity not more than eight including driver , which shall confirm to the terms & conditions for official use by Odisha Forest Development Corporation Ltd. on monthly rent basis. The quotation completed in all respect along with Earnest Money of Rs.5000/- (Rupees five thousand only) in shape of demand draft drawn in favour of Odisha Forest Development Corporation Ltd. payable at Bhubaneswar should reach the undersigned on or before 03.10.19 by 3.00 P.M. and shall be opened on the same day at 3.30 P.M. in presence of the bidders or their authorized representatives. The application form of quotation containing general bid information and terms and conditions for hiring of vehicles etc. will be available from this office on any working day during 27.09.19 to 03.10.19 on payment of Rs.100/- + GST @ 5% or can be downloaded from our above website and in that case the applicant shall furnish a separate demand draft as above for an amount of Rs.105/- (Rupees one hundred five only) including GST, towards cost of form. Further details can be obtained from the above address.

By the order of Managing Director

Sd/-

MANAGER [COMMERCIAL]

TERMS AND CONDITIONS FOR HIRING OF VEHICLE

(Ref:- Quotation call notice No.17969 dt.25.09.19)

The following terms and conditions will be followed for hiring of vehicle by Odisha Forest Development Corporation Ltd. (OFDC) and the Service Provider shall insure full compliance to them.

1) The intending service provider should have been registered under GST with a valid PAN, self attested copy of which are to be submitted along with quotation form.

2) Required amount towards cost of quotation form and the EMD are to be submitted along with quotation in shape of demand draft on any nationalised bank in favour of Odisha Forest Development Corporation Ltd. and payable at Bhubaneswar, failing which offer will not be entertained.

3) Quotation is to be submitted in the prescribed format enclosed in **Annexure-I**

4) The Service Provider 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.

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

6) Agency shall ensure that the vehicle should be parked at the place as advised by the User 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 OFDC. Moving away without the knowledge of the Controlling Officer will be considered as non-available and will be liable for penalty.

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

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

b) Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific colour as per requirement of OFDC. 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.

c) The driver of the vehicle deployed for duties is to maintain polite and courteous behaviour towards 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 the user.

ii. Use of abusive language.

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

e) Driver must be provided a working mobile phone and contact number be provided to Controlling Officer. 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 of the above change.

f) 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 Controlling Officer and talk in the mobile to the minimum duration.

g) 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 calls/SMSs will be on agency's account.

h) 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.

8. 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.

9. The hiring charges do not include fuel cost (petrol/diesel) which is to be paid separately basing an 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 and differential coolant, tyres and 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.

10. The hiring will be initially for a period of six months which may be extended further on mutual consent.

11) The agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the requirement of OFDC. 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. 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.

12) OFDC 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 matter 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.

13) 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&R) 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.

14) 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 of the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by agency without any extra charges.

15) The vehicle deployed for duty for OFDC shall at no point of time carry any person other than personnel authorized by OFDC.

16) 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.

17) 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.

18) O.F.D.C. 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. OFDC 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 the agreement. The payment shall be subject to any deductions such as penalties, statutory deduction etc.

19) OFDC 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.

20) OFDC 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 OFDC.

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

21) O.F.D.C. shall have the right to terminate this agreement, upon it giving 3 (three) month notice in writing. 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. 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.

22) 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.

23) No forbearance, delay of indulgence by either party in enforcing the provisions of terms and conditions 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.

24) The agency shall not assign or transfer its obligations and or rights under to any third party, whether an associated entity or not, whether in whole or in part without the prior written consent of OFDC. The agency shall immediately notify of any change of ownership or management of the agency's business to OFDC.

25) OFDC reserves the right to accept or reject the offers at it's discretion without assigning any reason thereof.

26) In the event of any dispute or difference relating to the interpretation and/or application of the terms and conditions, such dispute or difference shall be resolved through mutual consultation by the Managing Director on behalf of Odisha Forest Development Corporation Ltd. and the Authorized signatory of the Service Provider.

Sd/
MANAGER[COMMERCIAL]

**Format for submission of quotation for hiring of vehicle as per quotation call
notice No.17969 dt.25.09.2019**

1. Name of the Travel agency/tour operator/
Service Provider.
2. GST Registration No.
(Copy to be enclosed)
3. Permanent Account No.(PAN)
(Copy to be enclosed)
4. Detail postal address
5. Contact Number a) Mobile No
b) e-mail.....
6. Details of enclosures
 - a) Cost of quotation paper of Rs.105/- D.D. No. & date / Mrt. No. & date
 - b) E.M.D. of Rs.5000/- D.D. No. & date
7. Quoted rate:-

Sl. No.	Type of vehicle to be hired	Registration No.	Present average mileage of the vehicle in K.M. per litre of fuel	Rate quoted for hiring per month excluding GST (in Rs)
1	CIAZ (Petrol)			
2	HONDA CITY (Petrol)			
3	INNOVA (Diesel)			

Date-

Signature of the authorised person

Declaration

I do hereby declare to abide by the terms and conditions notified for this quotation call notice.

Signature of the authorised person