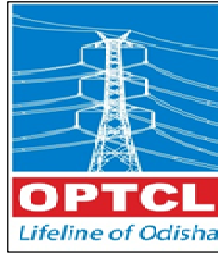


OPTCL

Lifeline of Odisha

CIN – U40102OR2004SGC007553

**TENDER
DOCUMENTS
FOR HIRING OF
DIESEL RUN
COMMERCIAL
REGISTERED LIGHT
VEHICLES FOR
POWER SYSTEM,
SLDC,
BHUBANESWAR**



ODISHA POWER TRANSMISSION CORPORATION LIMITED

**TENDER SPECIFICATION NO. 1(i) /2014-15
OFFICE OF S.G.M.POWER SYSTEM,SLDC,BHUBANESWAR
FOR
HIRING OF DIESEL RUN COMMERCIAL REGISTERED LIGHT VEHICLES
FOR POWER SYSTEM,SLDC,BHUBANESWAR**

COST OF TENDER DOCUMENT

Rs. 2000 /- + VAT 5%=Rs. 2,100/-

ODISHA POWER TRANSMISSION CORPORATION LTD
(A Govt. of Odisha undertaking)
OFFICE OF THE Sr.GENERAL MANAGER
POWER SYSTEM,SLDC,BHUBANESWAR -17

TENDER SPECIFICATION FOR TENDER CALL NOTICE NO.1(i) /2014-15

**FOR HIRING OF DIESEL RUN COMMERCIAL REGISTERED LIGHT VEHICLES
FOR POWER SYSTEM,SLDC,BHUBANESWAR**

- | | | |
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| 1. | SECTION-I | Instruction to tenderer. |
| 2. | SECTION-II | General terms and Condition of contract. |
| 3. | SECTION-III | Form of Declaration |
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| 5. | SECTION -V | Abstract of Terms and conditions |
| 6. | SECTION -VI | B.G. Format for security deposit |
| 7. | Price of tender document | Rs. 2,000 /-+ 5 % VAT = 2,100/-
(Rupees two thousand one hundred only) |
| 8. | COMMENCEMENT OF SALE OF TENDER PAPER. | 14.10.2014 10.30AM |
| 9. | LAST DATE OF SALE OF TENDER PAPER. | 28.10.2014 (Up to 5 P.M.) |
| 10. | LAST DATE & TIME OF RECEIPT OF TENDER PAPER. | 28.10 .2014 (Up to 5P.M.) |
| 11. | DATE & TIME OF OPENING OF TENDER | 28.10.2014 at 5.30 P.M. |

SECTION-I

INSTRUCTION TO TENDERER

1. The bidders must read in detail the “Instruction to Tenderer”, “General terms and conditions of contract” and all other sections carefully before filling the Tender documents. There are seven sections in this Tender Specification.
2. **TENDERS:**
 - a) Bidders must submit their bids in duplicate .
 - b) Registered Travel agencies/ Vehicle owners having PAN card and Service Tax registration fulfilling other criteria as per the tender document are only eligible to quote.
 - c) The vehicle/vehicles proposed for engagement on hire basis should not be more than 3 (three) years old .Newer vehicles may be given preference over older vehicles.
 - d) The vehicle shall comply to minimum milage of 13km/1 litre of Diesel and consumption of lubricant maximum of 1 litre /750 km. However, tenderer quoting for more mileage and less consumption of lubricants shall be given preference .
 - e) The vehicle should have commercial registration, valid road permit for all Odisha jurisdiction, valid fitness certificate, valid 1st party insurance, non pollution certificate and must comply to the relevant clauses of Odisha Motor vehicle act.
 - f) The bidder must agree to operate the vehicle in any part of Odisha
 - g) In the event of being declared as the successful bidder, the bidder shall be required to provide vehicle/vehicles along with a driver/drivers having necessary driving license.
 - h) Tender must be submitted in sealed envelopes superscribed as **HIRING OF DIESEL RUN COMMERCIAL REGISTERED LIGHT VEHICLES** . “Tender against Tender Call Notice No.1(i) /2014-15 due on dt28.10.2014. for opening and addressed to Sr.General Manager(PS),SLDC,Mancheswar,Bhubaneswar-17.
 - i) Tender shall be submitted either in person or by Registered post with A.D/courier service. Any other means of delivery shall not be accepted. Detailed postal address with PIN, phone No./FAX No. must be mentioned in the application requesting for Tender document and on the Tender Bid. The Tender submitted in person is to be dropped in the Tender Box. Tender received after due date and time will not be considered. The authority will not be responsible for receipt of Tender after due date and time due to postal delay or any other reasons.
 - j) Conditional offers will not be accepted.
 - k) If the last date of receipt of tender and its opening is a holiday, it will be received and opened on the next working day in same time.
3. **INFORMATION OF COMPETITORS:** Bidders have right to know information on competitors only at the time of opening of the bids. No further information on competitors shall be provided at any other point/stage of the tender without prejudice to Right to Information Act. 2005.

4. **OPENING OF TENDERS:-**

- a) All necessary documents as per requirement of the tender specification should be enclosed with the tender. **The documents must be self attested.**
 - b) Bidders themselves or their authorized representatives (possessing authorization letter in original) shall be allowed to attend opening event of the tender.
5. The purchaser may alter the quantities at the time of placing orders. Orders may also be split up among more than one tenderer for any particular item if necessary. Only those who have purchased the tender specification in the name of their firm or in the name of the vehicle owner from this office can submit their tender. Tenders submitted by others will be rejected.
6. The Tenderers may please note that the Word 'item' in the paragraph shall mean the vehicle as specified in the 'Tender Specification'. In case of deviations, the decision of the purchaser shall be final.
7. The purchaser reserves the right to reject the lowest or any other tender or all tenders without assigning any reason what so ever.
8. Tenders should be prepared clearly and without any overwriting and corrections. Erasures and other changes shall bear the dated initial of the person signing the tender.
9. In the event of discrepancy or arithmetical error in the schedule of price, the decision of the purchaser shall be final and binding on the tenderer.
10. For evaluation, the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.

11. **Outright rejection:**

The tenders shall be outrightly rejected if they do not comply with the following requirements and in the event of non submission of the following documents and declaration.

Compliances :

- i) Tenderer should purchase the relevant Tender specification from the office of the Sr. General Manager(PS),SLDC,Mancheswar,Bhubaneswar-17.
- ii) Tenders shall be submitted in person or by Registered post with A.D/Courier service which should be received before the schedule date & time as specified in the tender call notice.
- iii) Tenders shall not be submitted telegraphically or by FAX.
- iv) Tenders shall be accompanied with the prescribed Earnest Money Deposit/attested Xerox copies of proof of exemption for furnishing the E.M.D. if any.
- v) Tenders shall be kept valid for a minimum of 120 days from the date of opening of the tender.
- vi) Tender shall not be conditional or incomplete in any shape .
- vii) Tender should be submitted along with requisite amount of E.M.D in the manner specified in the Tender specification.

- viii) There should not be any violation of conditions set forth and provided in the tender specification.
- ix) The vehicle/vehicles proposed for engagement on hire basis should not be more than three years old.
- x) The vehicle should have valid taxi permit for operation throughout Odisha
- xi) Submission of xerox copy of Service tax registration certificate.

Documents to be submitted along with the Tender. The photocopies of the documents should be signed by the vehicle owner / Travel agency in each page.

- i) I.T. Pan card,
- ii) Service Tax Registration certificate
- iii) Duly filled up abstract of terms and condition (Section-V).

DECLARATION

The tenderer must submit the declaration in the prescribed format in accordance with section III.

The tender call notice shall form part and parcel of the tender specification.

Any clarification with regard to the tender specification shall be issued by the undersigned on written request. However , the bidder can not claim any revision of date of sale of tender paper or submission of tender.

Sr.GENERAL MANAGER(PS)

SECTION II
GENERAL TERMS AND CONDITIONS OF CONTRACT

1.4 SCOPE OF WORK & GENERAL CRITERIA

- a) Providing, maintaining and operating the vehicles mentioned in the contract in perfectly good running conditions on fixed daily hire charges basis and as and when required basis for a period of two years.
- b) The vehicles provided should not be more than three years old from the date of its manufacture. Newer vehicles may be given preference.
- c) The firm shall supply vehicles on requisition from the competent Authority of SLDC, OPTCL at present- Sr. G.M.(PS) SLDC.
- d) The firm should have capability to provide 3(three) nos of vehicle at a time as and when required.
- e) The vehicle/vehicles to be engaged shall be required for transportation of OPTCL employees generally within the jurisdiction of the Bhubaneswar.
- f) The firm should have relevant experience for five years of satisfactory supply of vehicles to any reputed organisation (Proof to be enclosed).
- g) The bidder shall be required to employ a qualified , licensed and experienced driver at their pay roll and pay salary at least as per the minimum wages act. The rates to be quoted shall be inclusive of salary and perks of driver and also the cost of maintenance of vehicle, Road tax, registration and insurance charges etc.
- h) The bidder shall supply diesel and lubricant for running of the vehicle, which shall be reimbursed by SLDC as per the contract.
- i) The vehicle should have taxi permit and comprehensively insured at the cost of the bidder.
- j) The driver should always carry a mobile telephone, (at the cost of the bidder), valid license, R.C. Book, taxi permit and insurance policy.
- k) The bidder should cater to all norms fixed by Odisha Road Transport Authority for running of the vehicle.
- l) In case of accident, resulting in loss or damage to property or life, the sole responsibility of legal or financial implication should rest with the bidder, SLDC shall have no liability what so ever in this regard.
- m) The bidder shall be liable to Pay all fines, penalties etc. arising out of or concerning the use of vehicle/vehicles during the hiring period.
- n) The bidder shall be liable for any legal dispute/ cases/ claims that have arisen/ may arise during the period of the contract in respect of the vehicles provided by him/her.
- o) The bidder shall be responsible for compliance of all laws/ rules/ regulations and govt. instruction that are/ will be applicable to protect interests of employees engaged by him/ her and shall ensure payment of all statutory dues/ liabilities as may have arisen during past or may arise during the course of performance of the contract.
- p) The vehicle once contracted for duty to SLDC shall not be used for private/ personal use of bidder.

- q) Cost of fuel and lubricant shall be reimbursed for K.Ms, traveled from the Head Quarters for use by SLDC only. The K.M. traveled for maintenance and halting at garage shall be to owner's account.
- r) The bidder must comply to Odisha Motor vehicle Act contract, labour Act and any other relevant act in relation to the contract.
- s) In case the bidder is not able to supply the specified vehicle/ driver on a particular day, alternate vehicle/ driver (as per original conditions of contract) shall be made available, otherwise the differential cost of hiring of another vehicle shall be deducted from his bills.
- t) Any damage caused to the vehicle, including theft shall be to bidder's account.
- u) The bidder must furnish the information in respect of the vehicle proposed to be engaged in the following format.
- v) Beyond normal working hours and in case of exigencies, the driver must report to duty within one hour of being informed over phone. Non compliances to the above shall be regarded as bad performance.

The scope of the work / services may be altered in quantum as per exigencies of work. The Agent shall accordingly provide services as may be required and requisitioned by the Officer-in-Charge.

2. **Price :-** a)The price quoted by the firm should be inclusive of all taxes and cess and shall remain firm during the terms of contract. The rate of mileage and consumption of lubricants shall also remain firm during the terms of the contract. The hire charges shall be inclusive of salary of driver, cost of maintenance of the vehicle, cost of registration, permit ,insurance and any other such costs incidental to running of the vehicle but exclusive of cost of fuel and lubricants which shall be reimbursed by SLDC as per the contract.

b) The mileage and consumption of lubricants should be specified. Bidders quoting more mileage and less consumption of lubricants than the specified limit shall be given preference. The cost of fuel and lubricant shall be paid by the owner and claimed in the bill, which shall be reimbursed.

The journey less than 200 KM run in a day (within 12 hours) will be treated Local. For outstation journey i.e. for more than 200km run in a day, the hire charges will be paid on KM basis. In this case fuel and lubricant are to be provided by the Agent. For calculation of detention charges, 1 (one) hour will be deducted for every 50KM run from the total hours engaged.

3.0 **PAYMENT** -

The payment for the vehicles provided on daily charges basis or on as and when required basis are payable once in a month in shape of A/C payee cheque. The Agent is required to submit the bills in triplicate to the Officer-in-charge i.e. Sr. G.M.(PS) SLDC,or his authorized representative within seven days of the next month, which shall include - Duty slips serially numbered with legible writing on it to ascertain the distance covered and the name of the Officer using the vehicle along with the Monthly Statement and certified copies of the Log Book extract and all other documents if any in support of claims made in the bills.

The Toll Gate charges and Airport parking charges (as the case may be) will be paid by the Agent and SLDC shall reimburse the amount so paid on submission of receipt of payments along with the bills.

The DDO(PS), SLDC is the paying officer.

4.0 **PERIOD OF CONTRACT**

The period of contract shall be for two years from the date of agreement, subject to satisfactory performance of the vehicle. On successful completion of the contract, if the company so desires, the same may be extended for further period on mutual consent.

5.0 **RIGHT OF ACCEPTANCE OR REJECTION OF TENDERS:**

5.1 The company reserves the right to accept or reject any or all tender (either wholly or partly) without assigning any reason thereof. The company reserves the right to terminate the contract without assigning any reason thereof, at any time during the period of contract by giving 30 days notice of its intention to do so. In the event of any such termination of the contract the owner/agent shall only be entitled to all the amount for services actually provided under the contract till the termination of the contract subject to deductions, if any, under the terms of contract. No other claims can be allowed for consideration.

5.2 In case of failure by the owner/agent to fulfill his contractual obligation or /and unsatisfactory services of the driver /vehicle, the officer-in-charge reserves the right to rescind the contract and the security deposit shall be forfeited in addition to any additional liability on the agent/owner towards risk & cost.

6.0 **COMPENSATION AND PENALTY –**

6.1 For the vehicles to be provided on fixed daily charges basis the vehicles shall remain in service for a minimum of 12 Hrs. duty. In case of non-reporting of the vehicles, the Agent shall provide replacement of an equally equivalent good vehicle immediately, failing which, the company will treat the vehicle not on job for the aforesaid period and will deduct from it's bill/security deposit at the rate of Rs.500/- per day for absent period without prejudice to any other rights under the contract including termination and consequences. Such cases shall be considered as poor performance of the contract. However if the vehicle is requisitioned by the R.T. Authorities / Law and Order authorities for use in public service , no penalty shall be deducted.

6.2 In case of hijacking or accident , the absence from duty shall be to the owner's/agent's account and failure to provide suitable alternate vehicle under the same terms and conditions , penalty and recovery shall be made as per clause 6.1

6.3 In case of any damage caused by the vehicle or to the vehicle and the people including those in the vehicle shall be to the agent/owner's account.

6.4 For the vehicles to be provided on as and when required basis, if the Agent fails to provide the vehicle as enumerated in the agreement / order the company reserves the right to get the vehicle through other Agents at the risk and cost of the Agent besides levying a penalty of Rs.50/- to Rs.100/- for the delay of every 30 minutes or part thereof and

without prejudice to the liability for termination, forfeiture deposit and other consequences.

7.0 **EARNEST MONEY DEPOSIT :**

Tenderer are required to submit EMD amounting to 1% of the monthly hiring charges including taxes i.e. daily quoted rate x 25 days (considering average running of 25 days per month) separately for each vehicle in the shape of Demand Draft only drawn in favour of POWER SYSTEM, OPTCL payable at Bhubaneswar. EMD in the form of Demand Draft should be submitted along with Bid documents. Offers without EMD are liable to be rejected outright. The EMD of unsuccessful bidders will be released after finalization of the Tender and for successful bidder after deposit of security amount. EMD will be forfeited if the successful bidder fails to supply vehicles as per terms of contract. EMD shall also be forfeited if any bidder withdraw its bid before finalization of tender.

8.0 **FORFEITURE OF E.M.D.:**

- a) In the event the successful Tenderers failing to accept the order as per the TENDER specification, EMD/S.D. so deposited shall be forfeited.
- b) Any deviation from the terms and conditions of the contract awarded, may also lead to forfeiture of EMD/S.D without any notice.

9.0 **SECURITY DEPOSIT:**

Successful bidders will be required to deposit 10% of the monthly contract value towards security deposit. The security deposit will not carry any interest and will be refunded only after satisfactory execution of the contract and after adjustment of any dues. The security deposit shall be deposited with the DDO(PS),SLDC either in the shape of Demand draft or by B.G. in the prescribed format.

10.0 **RUNNING AND MAINTENANCE OF VEHICLES SUPPLIED ON FIXED DAILY RATES**

- 10.1 The movement of the vehicle may be throughout the state of Odisha, but ordinarily within the jurisdiction of Bhubaneswar.
- 10.2 The vehicles are required to be in service/operation for a minimum of 12 hours daily excluding Sundays and Holidays, and shall operate as per time schedule and instruction of Officer-in-charge or his authorized representatives which is normally from 9AM to 9PM. In case of urgency the vehicle may be required to run on Sunday and holidays and for this the vehicle must be kept ready to attend the work immediately. The controlling officer may however reschedule the time schedule as per requirement. Detention charges shall be payable if the vehicle runs more than 12 hours in a day. Night halt charges shall also be payable for halts other than the normal headquarters.
- 10.3 The agency/owner should maintain proper record of driver's attendance and payment made to them and such records should be made available to the Company for scrutiny as and

when required. The Agency/owner shall be responsible for all sorts of statutory payment to the Driver employed by him. It is the vehicle owner's obligation to provide a qualified and experienced driver for operation of the vehicle.

- 10.4 The vehicle shall be kept in good running condition at all times by the Agent/owner. Procurement of fuel, lubricants and spare parts etc. will be arranged by the Agent/ owner at his own cost .Maintenance/ repair, frequent check-up ,servicing ,over hauling and payment of wage to Driver and Clearance etc. will be the Agent's/owner's responsibilities and no claim whatsoever on this will be entertained except the cost of fuel and lubricants as per the contract.
- 10.5 Normal maintenance kit, spare Tyre, fan belt , hose pipe ,first-aid box and one torch with 3 cell shall be always made available with the vehicle by the owner/Agency.
- 10.6 Agent has to make his own arrangement to procure fuel, lubricants, spare parts etc. on account of repair etc. If the vehicle is sent to Garage or filling station, the Agent can not claim these empty trips as well as the time involved for the purpose which will be to the owner's account.
- 10.7 The vehicle should comply to minimum milage of 13km/ 1 ltr. Diesel and consumption of lubricant minimum of 1 litre /750 km.

11.0 **USE OF VEHICLE :**

- 11.1 During the period of contract , the vehicle shall be exclusively used for SLDC works as per direction of officer-in-charge or his Authorized Representatives.
- 11.2 The Agent /owner should not refuse to send the vehicle to any other place as directed by the officer-in-charge or his Representatives.
- 11.3 The Agent/owner shall be responsible for the proper behavior of all persons employed by him and have control over them. Without prejudice to the generality of above, the Agent/owner shall be bound to prohibit and prevent any employee from being intoxicated while on duty ,trespassing or acting in any way detrimental or prejudice to the interests of Company, Community or of the proprietor of land in the neighborhood or the occupants users of the vehicles . In the event of such employees so trespassing, the Agent/owner shall be responsible for them and shall not only relieve the company of all consequent claims but will also be liable for all consequences. The decision of the Officer-in-charge upon any matter arising under this clause shall be final and binding on the Agent.

12.0 **STAUTORY LAWS:**

- 12.1 The Agent/owner will comply with all statutory provision of law and keep SLDC, OPTCL indemnified against all actions arising due to or of the Agent /his employees.
- 12.2 The vehicle should have all valid documents like R.C. Book ,Insurance certificate, Permits/road tax etc. in up-dated conditions for inspection officer in charge at any time. The vehicles must have valid permit as per statutory provisions.

13.0 **TAXES / INSURANCE / PERMITS:**

13.1 All taxes and insurance presently in force or to be levied in future during the contractual period in respect of the vehicles shall to be entirely borne by the Agent/owner .

13.2 Proof of having paid all taxes , insurance etc. shall be furnished by the Agent /owner.

13.3 Agent/owner shall have paid all dues towards permit as per statutory provisions.

13.4 Agent /owner shall be bound by all valid & relevant regulations of motor vehicle Act applicable at present and may be enforced from time to time .

13.5 Drivers driving the vehicles must have valid professional driving license/badge as provided in the M.V. Act.

13.6 During the contract period , if the vehicle is seized or requisitioned by Government, authorities for non-compliance of relevant act/statutory requirement etc. or for any reason whatsoever penalty/compensation as per clause-11 will be payable by the Agent/owner to OPTCL besides the liability to provide for alternative vehicles without any loss of time .

14.0 **RISK PURCHASE CLAUSE:**

In case the Agent/owner fails to provide the service as enumerated in the order, OPTCL reserves the right to get the services through other agencies at the risk and cost of the Agency.

15.0 **OPERATION AND MAINTENANCE OF CREWS:**

The Agent/owner at his own cost, shall maintain experienced Driver holding valid license.

16.0 **EMPLOYMENT / LIABILITY:**

16.1 The Agent/owner shall be solely and exclusively responsible for engaging or employing Drivers. All employees engaged by the agent/owner shall be on his pay roll and paid by him. The company will have no liability what so ever concerning the employees of the Agent or of the owners of the vehicle. The Agent/owner shall indemnify SLDC against all loss or damage arising out of or in the course of his employing persons or out of his relations with his employees. The Agent/owner shall make regular and full payment of all wages and allowances to its workers/ employees. The Agent/owner shall be directly responsible for any disputes arising between him and his employees and keep the officer-in-charge indemnified against losses, damages or claims arising thereof including any workmens compensation etc.

16.2 In case of non-fulfillment of any obligations under the contract or law, the Officer-in-charge reserves the right to withhold payments due to the Agent/owner. The Agent/owner shall at his own expenses carry and maintain such insurance with the insurance Company/ Companies as may be required under any law or regulations.

17.0 MAINTENANCE OF DUTY SLIP

- 17.1 The duty slip should be maintained by the agent to record the details of use of vehicle which is to be counter signed by the officer using the vehicle/ authorized officer regularly for observation and checking.
- 17.2 The Agent shall further submit relevant duty slip within the first week of following month for verification along with bills for pass and payment.
- 17.3 Duty slip on completion shall be submitted to the Officer-in-Charge for record. The Agent can have a duplicate copy for his record, if he desires.

18.0 MAINTENANCE OF SPEEDO METER.

- 18.1 It is the responsibility of the owner/agent to maintain the Speedo meter of the vehicle in proper condition.
- 18.2 In case the Speedo meter of the vehicles does not function for a specific period, the decision of the Officer –in –Charge shall be final and binding. The Agent/owner shall arrange to repair / replace the Speed meter within 24 hours without fail.

19.0 PROVISIONS REGARDING RECORDING OF LOGBOOK:

- 19.1 All transactions for the vehicles are to be maintained in the log book prescribed by SLDC,
- 19.2 The care of log book is the sole responsibility of the Agent/owner/driver. The transactions recorded in the log books are to be countersigned by the concerned officer using the vehicle.

20.0 ADDITION OR DELETION OF SCOPE:

The Scope of the work/ services may be altered in quantum as per exigencies of work. The Agent shall accordingly provide services as may be required by the Officer- in -Charge on being given a notice of 15 days.

21.0 JURISDICTION OF COURT:

The contract shall be governed by the laws of India and subject to the exclusive jurisdiction of courts in Bhubaneswar only.

22.0 OTHER TERMS AND CONDITIONS -

- i) During the period of contract, the vehicle shall be exclusively used for SLDC as per directions of the Competent Authority or officer in charge.
- ii) The Agent should not refuse to send the vehicle to any place as directed by the Officer- in-charge or his representatives.
- iii) For vehicles provided on daily hire charges basis, the vehicles are required to be in service for a minimum of 12 hours daily including Sundays and Holidays if required and shall operate as per time schedule and instruction of Officer-in-Charge or his authorised representatives. If it is less than 6 hours payment shall be made 50% of the charges per day.
- iv) The vehicle shall be kept in good running condition at all times by the Agent. Procurement of fuel, lubricants, spare parts etc. will be arranged by the Agent at his own cost. The maintenance & repair,

- check-up, servicing & over hauling of hired vehicles and payment of wage to Driver etc. will be the Agent's responsibilities and no claim whatsoever on this will be entertained.
- v) The Agent shall be responsible for proper behaviour of all the persons engaged by him on SLDC duty and have control over them. Without prejudice to the generality of above, the Agent shall be bound to prohibit and prevent any employee from being intoxicated while on duty trespassing or acting in any way detrimental or prejudicial to the interests of Company, community or of the proprietors of land and properties in the neighbourhood or the occupants / users of the vehicles. In the event of such employees so trespassing, the Agent shall be responsible for them and shall not only relieve the Company from all consequent claims but will also be liable for all consequences. The decision of the Officer-in-Charge upon any matter arising under this clause shall be final and binding on the Agent.
 - vi) The Agent shall comply with all statutory provisions of law and keep SLDC indemnified against all actions arising due to or act of the Agent/his employees.
 - vii) The vehicle must have all valid documents like R.C. Books, Insurance Certificate, Taxi permit, Commercial registration etc. in up-dated conditions for inspection of OPTCL officials at any time. Agent shall comply with all relevant rules and regulations of Motor Vehicle Act applicable at present and may be enforced from time to time. Drivers driving the vehicles must have valid professional driving licence/badges as provided in the M.V. Act. Normal maintenance kit, First Aid Box etc shall be always made available with the vehicle by the Agent.
 - viii) All taxes and insurance presently in force or to be levied in future during the contract period in respect of the vehicles shall have to be entirely borne by the Agent.
 - ix) During the contract period, if the vehicle is seized or requisitioned by Government authorities for no compliance or relevant act/statutory requirement etc. or for any reason what so ever, penalty / compensation will be payable by the Agent to SLDC besides the liability to provide for alternative vehicles without any loss of time.
 - x) In case the Agent fails to provide the services as enumerated in the order, SLDC reserves the right to get the services through other agencies at the risk and cost of the Agent.
 - xi) The Agent shall be solely and exclusively responsible for engaging or employing Drivers. The Company will have no liability what so ever concerning the employees of the Agent or of the owners of the vehicle. The Agent shall indemnify SLDC against all loss or damage arising out of or in the course of his employing persons or out of his relations with his employees. The Agent shall be directly responsible for any disputes arising between him and his employees and keep the Officer-in-Charge indemnified against losses, damages or claims arising thereof including any workmen`s compensation etc.
 - xii) In case of non-fulfilment of any obligations under the contract or law, the Officer-in-Charge reserves the right to withheld payments due to the Agent.
 - xiii) SLDC shall not be responsible for any type of loss / damage / insurance claim in course of engagement of hired vehicles for SLDC work purpose.
 - xiv) In case of public strike, the Company shall not be liable to make any payment towards retention charges for the period of absence nor will be liable for any other claim.
 - xv) The company is at liberty to reject the vehicles found defective during duty time in which case the Agent will be liable for all consequences.
 - xvi) The Agents are required to furnish the list of vehicles with registration number and year of make for engagement in SLDC on hire so as to ascertain the age of vehicle. The vehicles to be provided by the Agents must have valid Taxi permit.

23.0 **ARBITRATION:**

23.1 In the event of any dispute arising out of this contract. The same shall be referred for arbitration to the Director (HRD) OPTCL, Bhubaneswar or any arbitrator appointed by the Chairman- Cum- Managing Director, OPTCL after due notice of claim and such appointment and the award of the arbitrator shall be final and binding on arbitration and conciliation Act. 1996. The venue of arbitration will be Bhubaneswar.

Sr. GENERAL MANAGER
(Power System,SLDC,Bhubaneswar.)

SECTION III

FORM OF DECLARATION /UNDERTAKING

We have gone through the tender specification and undertake to comply to the following in the event of SLDC deciding to place orders on us for award of contract.

1. Submit all original documents as per the tender documents for verification.
2. Shall supply the vehicle along with driver for duty at the designated headquarters within 7 days of receipt of order.
3. Shall submit the valid license of the driver for verification.
4. Shall make the driver and vehicle available for duty during normal as well as beyond normal hours as per requirement.
5. The cost of salary and any other statutory dues of driver shall be borne by us and SLDC shall in no way responsible in the matter of employment or compensation what so ever pertaining to the driver.
6. Shall be responsible for any other compensation arising out of Odisha Motor vehicle act.
7. Shall be responsible for all cost and expenses arising out of running and maintaining the vehicle/vehicles, except hire charges. Cost of reimbursement of fuel and lubricants and extra charges towards detention charges beyond 12 hours and night halt charges at places other than the normal headquarters which shall be borne by SLDC.
8. Shall accept change of headquarters as and when required by SLDC in the interest of work.
9. The reimbursement of cost of fuel and lubricant shall be @ 1 litre of diesel /13km and 1 litre lubricant /750km or as per the tender which ever is less.
10. Shall provide alternate vehicle of similar model as per the tender under same terms and conditions immediately ,in case the original vehicle is not available due to repair or any other reason.
11. Shall supply alternate driver with valid suitable license in the event of non availability of original driver.
12. Shall abide by the penalty and compensation clause of the tender specification.
13. The cost of repair of the vehicle shall be to our account.
14. Shall abide by all other conditions of the tender document.
15. Shall abide by all valid conditions laid out by SLDC subsequently not included in the present terms & conditions.
16. Shall provide vehicles not older than 3(three) years as per requirement on the basis of this tender.

Name of the signatory
seal

Signature of the bidder.
Date

SECTION-IV

SCHEDULE OF RATE FOR VEHICLES

Sl.No	Type of vehicle	Daily charges 12 Hrs	Detention charges (Beyond 12 Hrs)Local	Detention charges for outstation journey	Kilometer charge for outstation
Non A/c Amb/ Indica or Equivalent					
A/c Amb/ Indica or Equivalent					
Tata Sumo/ Tavera/ Bollero Non-A/c Indigo A/c					
Tata Sumo/ Tavera /Bollero A/c					
Scorpio /Innova/Honda city					

Service Tax on daily hire charge.
(To be mentioned by the tenderer)

Signature of the bidder
With stamp

SECTION-V
ABSTRACT OF TERMS AND CONDITIONS

(This proforma should be filled with all information and should be furnished along with the tender))

- | | |
|---|----------------|
| 1. Earnest money deposit (deposited in shape of Bank Draft | Yes/No |
| (a) Name of the Bank: | |
| (b) Amount deposited: | |
| (c) Bank Draft No. & Date: | |
| 2. Validity of the bid in days from the date of opening of tender: | |
| 3. Nature of Price — | Firm/Variable: |
| 4. Terms of payment (Whether agreeable to SLDC terms) | YES/NO |
| 5. Security deposit (Whether agreeable to SLDC terms) | YES/NO |
| 6. Penalty (Whether agreeable to SLDC terms) | YES/NO |
| 7. List of orders executed/in hand for similar work during recent three years: | |
| 8. Copy of PAN Card with self attestation furnished | YES/NO |
| 9. Copy of Service Tax Registration Certificate
with self attestation furnished | YES/NO |
| 10. Copy of R.C. Book with self attestation | YES/ NO |
| 11. Copy of Insurance of Vehicle with self attestation | YES/ NO |
| 12. Copy of Fitness certificate with self attestation | YES/ NO |
| 13. Copy of Non pollution certificate with self attestation | YES/ NO |
| 14. Copy of Valid Taxi Permit for operation throughout the state
with self attestation . | YES/ NO |
| 15. Filled in declaration form(A&B) furnished | YES/NO |
| 16. Agreeable to all other terms and conditions of the tender document | YES/ NO |

(Strike off whichever is not applicable) **Signature of the Tenderer with Seal**

SECTION-VI
PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY
DEPOSIT AND PERFORMANCE GUARANTEE.

This Guarantee Bond is executed this _____ Day of _____ 20____ by us, the _____ Bank at _____ P.O. _____ P.S. _____ Dist _____ State _____.

1. WHEREAS the ORISSA POWER TRANSMISSION CORPORATION LTD a body corporate constitute under the Electricity (Supply) Act.1948 (hereinafter called “the OPTCL”) has placed orders No. _____ date _____ (hereinafter called “The Agreement “) on M/S _____ (hereinafter called “The Contractor”) for supply of materials .AND WHEREAS the OPTCL has agreed (1) to exempt the Contractor from making payment of Security, and (2) to exempt from performance guarantee on furnishing by the Contractor to the OPTCL, a Composite Bank Guarantee of the value of Rupees..... only.

NOW THEREFORE in consideration of the OPTCL having agreed (1) to exempt the Contractor from making payment of Security and (2) to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we the _____ (Bank) (hereinafter referred to as ‘the Bank’) do hereby undertake to pay the OPTCL an amount not exceeding Rs. _____ (Rupees _____) against any loss/ damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We (the _____ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the Contractor’s failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due any payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
3. We the _____ (Bank) also undertake to pay to the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding institute/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us this under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, (_____ Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Chairman Cum Managing Director, ORISSA POWER TRANSMISSION CORPORATION LTD. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this Guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the (Date _____) we shall be discharged from all liability under this guarantee thereafter.

5. We, (_____ Bank) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any such variations or the OPTCL or any indulgence by the OPTCL to the Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and Contractor(s).

7. We, (_____ Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.

Date at _____ the _____ Day of _____ Two thousand _____.

8. This Bank Guarantee shall remain in force up todated theday of.....20.....

For _____

(Indicate the name of the Bank)

Witness: (with signature, names and address)

1.

2.