



**ODISHA POWER TRANSMISSION CORPORATION
LIMITED**

(A Govt.of Odisha undertaking) : Regd.Office-Janapath Bhubaneswar-
751022)

**OFFICE OF THE G.M.EHT[O&M] CIRCLE,JAJPUR ROAD.
No.Tech/ 1532(9)
/Dated.28.9.2013**

CORRIGENDUM TO TENDER CALL NOTICE NO. 06/13-

14

The all vehicles tendered for engagement on hire basis should have been manufactured on or after 01.10.2010. All other terms and conditions of above tender will remain unaltered.

sd/-

General Manager (Elect)
EHT (O&M) Circle,Jajpur

Road.

CC:-

- 1.C.G.M (O&M) ,OPTCL,Bhubaneswar.
- 2.C.G.M(I.T),OPTCL,Bhubaneswar for favour of kind information. It is requested to publish the corrigendum to tender call notice in the OPTCL, website for wide circulation.
- 3.Copy to all A.G.Ms under this circle for information.
- 4.Manager (Fin) of this office.
- 5.Guard file.

ODISHA POWER TRANSMISSION



CORPORATION LTD **OPTCL**
Lifeline of Orissa

(A Government of Odisha Undertaking
OFFICE OF THE G.M[ELECT] EHT [O&M] CIRCLE, JAJPUR
ROAD, AT/PO.FERROCHROME
PROJECT ROAD DIST.JAJPUR(Odisha)
FAX/PHONE NO.06726-220965(OFF) **E-**
mail.ld.ehtm.cle.jjp@optcl.co.in

TENDER CALL NOTICE NO.02/13-14

Sealed Tender are invited from the experienced bidders for the Supply of hired vehicle. Cost of Tender paper is Rs.420/-. EMD: Rs 150=00.Sale of tender documents:- from dtd.20.07.2013 to dtd.05.08.2013.Last date of submission of Tender:- 06.08.13 up to 01.00P.M. Date of opening of tender:-06.08.2013 at 3.00P.M. For details visit our web site:-www.optcl.co.in .

Corrigendum if any will be published in the web site only.

Sd/-

General Manager(Elect)

ODISHA POWER TRANSMISSION



CORPORATION LTD

(A Government of Odisha Undertaking
OFFICE OF THE G.M[ELECT] EHT [O&M] CIRCLE, JAJPUR
ROAD, AT/PO.FERROCHROME
PROJECT ROAD DIST.JAJPUR(Odisha)
FAX/PHONE NO.06726-220965(OFF) **E-**
mail.ld.ehtm.cle.jjp@optcl.co.in

No.1179

/Dated. 15.07.13

TENDER CALL NOTICE NO.02/13-14

Sealed tenders in duplicate are invited by the undersigned from the eligible bidders as noted below for supply of following items. Experienced bidders may be given preference. Bidders fulfilling the qualifying criteria and possessing, I.T. PAN Card and service tax registration, certificates (where ever applicable) are only eligible to apply.

The tender specification can be obtained from the office of the undersigned on payment of cost of tender document by cash/D.D(drawn in favour of EHT (O&M), Circle, OPTCL,jajpur Road during office hours from 11.00 A.M. to 5.00 P.M. from Dated 20.07.2013 to Dtd 05.08.2013 .The tenders shall be received up to 1.00P.M. on Dtd.06.08.2013. and opened at 3.00P.M. on the same date in the office of the undersigned . The tender paper can also be obtained by post on payment of Rs 100/- extra over & above the cost of tender paper. In such case the tender paper shall be sent by Registered Post. .This office will not be responsible for non-receipt / late receipt of tender document due to postal delay. All other terms and conditions of OPTCL purchase & contract regulation will also be applicable to the successful bidders while placing the work/ purchase order.The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof ms and conditions of OPTCL purchase & contract regulation will also be applicable to the successful bidders while placing the work/ purchase order.The undersigned reserves the right to accept / reject any or all the tenders without assigning any reason thereof

Name of the item	Cost Of tender specification	Eligibility Criteria for bidders
------------------	------------------------------	----------------------------------

Hiring of commercially registered diesel vehicles (01No) of Non-AC indica with driver for Two years on monthly basis on daily hire rate. The vehicles should not have been manufactured before 01.06.2010. The vehicle is required for use of OSD, Land officer, OPTCL Balasore under, EHT (O&M) circle Jajpur Road, (Detail on specification)	Rs.400/-+VAT @5% i.e Rs 420/-	vehicle owners / Travel agents having service tax registration number and PAN Card. The bidders must be in possession of the vehicles at the time of submission of bid.
--	-------------------------------	---

**SD/-
General Manager(Elect)**

**ODISHA POWER TRANSMISSION CORPORATION
LIMITED**

TENDER SPECIFICATION NO. 02/2013-14.

**OFFICE OF G.M., EHT (O&M) CIRCLE, JAJPUR
ROAD
FOR THE YEAR 2013-14**

FOR

**HIRING OF DIESEL RUN COMMERCIAL REGISTERED LIGHT
VEHICLES NON AC INDICA ON MONTHLY HIRE BASIS WITH DAILY
HIRING RATE FOR TWO YEARS.**

COST OF TENDER DOCUMENT

Rs. 400 /- + VAT 5%=Rs. 420/-

***ODISHA POWER TRANSMISSION CORPORATION
LTD.***

(A Govt. of Orissa undertaking)

**OFFICE OF THE GENERAL MANAGER EHT(O&M)
CIRCLE, JAJPUR ROAD.**

TENDER SPECIFICATION FOR TENDER CALL NOTICE
NO.02/2013-14

FOR

HIRING OF DIESEL RUN COMMERCIAL LIGHT VECICLES NON AC INDICA ON
MONTHLY BASIS WITH DAILY HIRING RATE FOR PERIOD OF TWO YEARS.

- 1.SECTION-1 Instruction to tenderers.
- 2.SECTION-II General condition of contract
- 3.SECTION-III Form of Declaration(A&B)
- 4.SECTION-IV Schedule of quantity
- 5 SECTION-V-Price schedule
- 6.SECTION-VI-Abstract of Terms & Condition .
- 7.SECTION-VII-B.G. Format for security Deposit
- 8.PRICE OF TENDER DOCUMENT.- Rs 400.00+ 5% VAT=Rs 420.00
(Rupees four hundred twenty)only
9. COMMENCEMENT OF SALE OF TENDER PAPER-Dt 20.07.2013
- 10.LAST DATE OF SALE OF TENDER PAPER-Dt.05.08.2013
- 11.LAST DATE OF RECEIPT OF TENDER PAPER -UP TOAT 1.00PM
dt06.08.2013
12. DATE OF OPENING OF TENDER PAPER Dt. at 3.00PM. On dt 06.08.2013

SECTION-I

INSTRUCTION TO TENDERERS

1. The bidders must read in detail the “Instruction to Bidder”, “General terms and

conditions” 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 with original signature.
- b) Registered Vehicle owners /Travel agencies having PAN card and service tax registration fulfilling other criteria as per the tender document are only eligible to quote. The bidder must have the vehicle at his disposal at the time of bidding.
- c) Bidders may quote for engagement of one or more vehicles .
- d) The vehicle/vehicles proposed for engagement on hire basis should not have been manufactured before 01.06.2010. Newer vehicles may be given preference over older vehicles.
- e) The vehicle shall comply to minimum mileage of 13km/1 liter of Diesel and consumption of lubricant minimum of 1 liter /750 km. However, tenderer quoting for more mileage and less consumption of lubricants shall be given preference .
- f) 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.
- g) Though the normal headquarter of the vehicle shall be as specified in the tender document , OPTCL may temporarily refix the headquarter in case of exigencies.
- h) The bidder must agree to operate the vehicle in any part of Odisha
- i) 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.
- j) Tender must be submitted in sealed envelopes superscribed as Hiring of Diesel run commercial Registered Light Vehicles (INDICA) on monthly basis on daily hiring rate excluding sunday & holiday for Offices of OSD “Tender against Tender Call Notice No. 02/2013-14 due on dt..06.08.2013..... at 3.00P.M. for opening and addressed to General Manager, EHT (O&M) Circle, Jajpur Road.
- k) 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.
- l) Conditional offers will not be accepted.
- m) If the last date of receipt of tender and its opening is a holiday, it will received and opened on the next working day in same time.
- **EARNEST MONEY DEPOSIT (EMD):** The tender must be accompanied by EMD amounting to Rs150=00 in shape of Bank Draft drawn in favour of EHT (O&M) Circle, OPTCL, Jajpur Road payable at Jajpur Road. The EMD of successful Tenderer will not be adjusted towards security deposit and shall be refunded on written request after receipt of security deposit. The EMD of all unsuccessful Tenderers shall be refunded on written request after finalization of Tender. No interest shall be paid on E.M.D.

4. **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.

5. **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.

6. **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.

7. 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.

8. 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.

9. The purchaser reserves the right to reject the lowest or any other tender or all tenders without assigning any reason what so ever.

10. 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.

11. 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.

12. For evaluation, the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.

13. **Out right rejection:**

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

14. **Compliances :**

i) Tenderer should purchase the relevant Tender specification from the office of the General Manager, EHT (O&M) Circle, Jajpur Road and indicate the money receipt No and date of this office in the tender.

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 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 manufactured before **01.06.2010**
- x) The vehicle should have valid taxi permit for operation throughout Odisha
- x) Price bid should be strictly as per the format.
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
- ii) R.C. Book/Books of the vehicle/vehicles proposed to be engaged.
- (iii) Valid taxi permit of the vehicle proposed to be engaged.
- iv) Valid fitness certificate of the vehicle proposed to be engaged.
- v) Valid non pollution certificate of the vehicle proposed to be engaged.
- vi) Valid all Odisha permit certificate
- vii) Valid 1st party insurance certificate, Up to date road tax clearance certificate.Duly filled up abstract of terms and condition.

DECLARATION

The tenderer must submit the declaration in the prescribed format A&B of section III.

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

16. 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.

(ELECT)

ROAD

GENERAL MANAGER

EHT(O&M)CIRCLE,JAJPUR

SECTION II

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.4 SCOPE OF WORK & GENERAL CRITERIA

(a) Providing, maintaining and operating Diesel run light commercially registered light vehicles Non A/C INDICA CAR (as per the tender call notice) on monthly hiring basis for a period of two year along with professionally licensed experienced driver to run the vehicle.

(b) The vehicle/vehicle proposed to be provided should not have been manufactured before dated 01.06.2010.

(c) Newer vehicles shall be given preference

(d) The vehicle / vehicles to be engaged shall be required for transportation of OPTCL employees generally within the jurisdiction of the circle and at times within the state of Odisha. . The vehicle may be required to move in Kacha road as required.

(e) 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 monthly 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.

(f) The bidder shall supply diesel and lubricant for running of the vehicle, which shall be reimbursed by OPTCL as per the contract.

(g) The vehicle should have taxi permit and comprehensively insured at the cost of the bidder.

(h) The driver should always carry a mobile telephone, (at the cost of the bidder), valid license, R.C. Book, taxi permit and insurance policy.

(i) The bidder should cater to all norms fixed by Odisha Road Transport Authority for running of the vehicle.

(j) 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, OPTCL shall have no liability what so ever in this regard.

(k) 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.

(l) The bidder shall be liable for any legal dispute/ cases/ claims that have arisen/ may arise during the currency of the contract in respect of the vehicles provided by him/her.

(m) 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.

(n) The vehicle once contracted for duty to OPTCL shall not be used for private/

personal use of bidder or anybody else.

o) The vehicle shall be available for duty for 12 hours a day normally between 8AM to 8 PM or as directed by the user as per the rate specified. The vehicle should also be available for duty beyond normal hours at an extra price as per the contract.

p) Cost of fuel and lubricant shall be reimbursed for Kms travelled from the Head Quarters for use by OPTCL only. The Kms travelled for maintenance and to and from halting garage shall be to owner's account.

q) The bidder must comply to Odisha Motor vehicle Act contract labourers 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 for 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-compliance to the above shall be regarded as bad performance.

2. **Price:-**

a) The price quoted by the firm (daily hire charges for a month) shall remain firm during the currency of the contract which shall be ordinarily for **two years** and may be extended for a further period on mutual consent. The rate of mileage and consumption of lubricants shall also remain firm during the currency of the contract. The daily hire charges for a month except Sunday & holidays 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 OPTCL 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 monthly bill, which shall be reimbursed.

3.0 **PERIOD OF CONTRACT**

- The period of contract shall be for two years from the date of agreement. On successful completion of

the contract, if the company so desires, the same may be extended for further period on mutual consent.

3.2 The company reserves the right to terminate the contract without assigning any

reason thereof, at any time during currency 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.

3.3 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.

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

4.1 The company reserves the right to accept or reject any or all tender (either wholly or partly) without assigning any reason thereof.

5.0 **EARNEST MONEY DEPOSIT :**

Tenderer are required to submit EMD amounting to Rs 150=00 in the shape of Demand Draft only drawn in favour of EHT (O&M) Circle, OPTCL,Jajpur Road payable at Jajpur Road . EMD in the form of Demand Draft should be submitted along with Technical Bid. 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 it's bid before finalization of tender.

6.0 **SECURITY DEPOSIT:**

Successful bidders will be required to deposit **10% of the monthly contract value (25 days x daily charges) 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 respective paying officers either in the shape of Demand draft or by B.G. in the prescribed format.

• **RUNNING AND MAINTENANCE OF VEHICLES SUPPLIED ON MONTHLY WITH DAILY HIRE BASIS**

• 7.1 The movement of the vehicle may be throughout the state of Odisha, but ordinarily within the jurisdiction of EHT (O&M) Circle Jajpur Road which covers the district of Jajpur,Balasore, ,Bhadrak,Mayurbhanja& Keonjhar.

7.2 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 8AM to 8PM. The controlling officer may however reschedule the time schedule as per requirement & he must engage the vehicle on public holidays if required. 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.

7.4 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.

7.5 The vehicle shall be kept in good running condition at all times by the Agent/owner. Procurement of fuel, lubricants, spare parts etc. will be arranged by the Agent/owner at his own cost. Maintenance/repair, frequent check-up, servicing, overhauling 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.

7.6 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.

7.7 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 Petrol Tank, the Agent cannot claim these empty trips as well as the time involved for the purpose which will be to the owner's account.

7.8 The vehicle should comply to minimum mileage of 13km/Diesel and consumption of lubricant minimum of 1 litre /750 km.

8.0 **USE OF VEHICLE :**

8.1 During the period of contract, the vehicle shall be exclusively used for OPTCL works as per direction of officer-in-charge or his Authorized Representatives.

8.2 The Agent /owner should not refuse to send the vehicle to any other place as directed by the officer-in-charge or his Representatives.

8.3 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 anymatter arising under this clause shall be final and binding on the Agent.

9.0 **STAUTORY LAWS:**

9.1 The Agent/owner will comply with all statutory provision of law and keep OPTCL indemnified against all actions arising due to or of the Agent /his employees.

9.2 The vehicle should have all valid documents like R.C. Book ,Insurance certificate,Permits/road tax etc. in up-dated conditions.The vehicles must have valid permit as per statutory provisions.

10.0 **TAXES/INSURANCE/PERMITS:**

10.1 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 .

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

10.3 Agent/owner shall have paid all permit as per statutory provisions.

10.4 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 .

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

10.6 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

11.0 COMPENSATION AND PENALTY:

11.1 For the vehicles to be provided on fixed charges basis the vehicle shall remain in service for a minimum of 12 Hours duty. In case of non-reporting of the vehicles, the Agent shall provide replacement of an equally good vehicle immediately failing which the company will treat the vehicle not on job for the aforesaid period and will deduct from his bill/ security deposit the differential cost of hiring an alternate vehicle for the 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. However proportionate hire charges of the vehicle for absent period shall be deducted without prejudice to any other rights under the contract including termination and consequences.

11.2 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 & conditions, penalty and recovery shall be made as per clause.

11.3 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.

12.0 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.

13.0 OPERATION AND MAINTENANCE CREWS:

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

• **EMPLOYMENT / LIABILITY:**

• 14.1 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 OPTCL 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 workmen compensation etc. 14.2 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.

15.0 **MAINTENANCE OF SPEEDOMETER**

15.1 It is the responsibility of the owner/agent to maintain the speedometer of the vehicle in proper condition.

15.2 In case the speedometer 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 of any failure.

16.0 **PROVISIONS REGARDING RECORDING OF LOGBOOK:**

- All transactions for the vehicles are to be maintained in the log book prescribed by OPTCL,
- 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.

17.0 **PAYMENT OF BILLS:**

- 17.1 Bills shall be submitted within first week of the month.
- 17.2 The toll gate charges and air port/railway parking charges will be reimbursed by the OPTCL. The receipt of payment shall be enclosed along with the bills.
- 17.3 The Agent/owner shall submit bills in triplicate to the officer- in- charge or his authorized representatives with relevant documents in proof of carrying out the work including certified copies of the Log Book extract to the best satisfaction of the Company as required by the Officer – in – charge in support of claims preferred in the bills.

17.4 Payment shall be made after deduction of statutory taxes.

17.5 The bills shall be submitted to the respective controlling officers. Payment shall be made by the paying officers.

18.0 ADDITION OR DELETION OF SCOPE:

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

19.0 JURISDICTION OF COURT:

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

20.0 GENERAL:

20.1 In case of public strike/ bandh ,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.

21.1 The Company is at liberty to reject the vehicles found defective during duty time in which case the Agent/OWNER will be liable for all consequences.

21.2 The price quoted shall remain firm during the currency of the agreement.

21.3 The authority may re fix the head quarters between the headquarters of users.

- The concerned AGMs/GMs may also allot the vehicle temporarily for any other work of the company.

22. ARBITRATION:

22.1 In the event of any dispute arising out his 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 arbitration and conciliation Act. 1996 shall apply. The venue of arbitration will be **JAJPUR** .

GENERAL MANAGER

SECTION III

(A) FORM OF DECLARATION /UNDERTAKING

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

contract.

2. Submit all original documents as per the tender documents for verification shall supply the vehicle along with driver for duty at the designated headquarters within 7 days of receipt of order. Shall submit the valid license of the driver for verification. Shall make the driver and vehicle available for duty during normal as well as beyond normal hours as per requirement. The cost of salary and any other statutory dues of driver shall be borne by us and OPTCL shall in no way responsible in the matter of employment or compensation what so ever pertaining to the driver. Shall be responsible for any other compensation arising out of Odisha Motor vehicle act. 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 OPTCL. shall accept change of headquarters as and when required by OPTCL in the interest of work. 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.

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. Shall supply alternate driver with valid suitable license in the event of non availability of original driver. Shall abide by the penalty and compensation clause of the tender specification. The cost of repair of the vehicle shall be to our account.

Shall abide by all other conditions of the tender document. Shall abide by all valid conditions laid out by OPTCL subsequently not included in the present terms & conditions.

Name of the signatory

Signature of the bidder

Seal

Date

(B) INFORMATION IN RESPECT OF VEHICLE.

Model no. / Name of the manufacturer/ Date of manufacture of the vehicle. / Seating capacity	Road tax paid up to	Registration No. of vehicle	Insurance paid up to	Details of fitness certificate valid up to

Name of the signatory

bidder.

Signature of the

Seal

Date

SECTION IV

SCHEDULE OF QUANTITY OF VEHICLES

A.. EHT(O&M) DIVISION,BALASORE.

Sl No	Name of the Users/station	Name of the Headquarter	Type of vehicle Non AC	Name of the Controlling Officer	Name of Paying Office

1	Land officer ,OPTCL,Balasore	Balasore	Non AC Indica	Land officer ,OPTCL,Balasore.	AGM EHT (O&M), Division, Balasorer
---	------------------------------	----------	---------------	-------------------------------	------------------------------------

SECTION V

PRICE SCHEDULE

SL No.	Type of Vehicles (as per the schedule of quantity) tick the appropriate one	Place of Use	Daily hire charges in Rs (inclusive of all taxes).	Detention charge / (Beyond 12 Hrs) in Rs per hour inclusive of all taxes.	Night halt charges in Rs per night (for halt outside the normal Head Quarter)inclusive of all taxes.

Full Name of the bidder

Signature of the bidder.

SEAL

SECTION-VI

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: YES /NO
(Agreed to tender specification)
3. Nature of Price —
Firm/Variable:
4. Terms of payment (Whether agreeable to OPTCL terms) YES/NO
5. Security deposit (Whether agreeable to OPTCL terms) YES/NO
6. Penalty (Whether agreeable to OPTCL 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-VII
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 _____

• 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.

- 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 _____).

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.

- We, (_____ **PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT AND PERFORMANCE GUARANTEE.** _____ 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.

- 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.

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

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.....2011.For

(Indicate the name of the Bank)
Witness: (with signature, names and address)