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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Govt. of Odisha undertaking)

CIN – U40102OR2004SGC007553

REGD. OFFICE: JANPATH, BHUBANESWAR-751022,

OFFICE OF THE DY. GENERAL MANAGER (Elect)

AT/PO: PARADEEPGARH, JAGATSINGHPUR-754141

Tel-9438907674, E-mail-ehm.div.prdeep@optcl.co.in

TENDER SPECIFICATION NO: 13/PDP/2023-24

OFFICE OF THE DY.GENERAL MANAGER (ELCETRICAL),

EHT (O&M) DIVISION, PARADEEP

FOR

“HIRING OF COMMERCIAL DIESEL RUN LIGHT VEHICLE (AC 9 SEATED MAHINDRA BOLERO OR AC 5 SEATED BOLERO CAMPER) ON POOL BASIS FOR 132/33KV GSS PATTAMUNDAI, OLAVAR AND RAJ NAGAR UNDER EHT (O&M) DIVISION, PARADEEP”.

COST OF TENDER DOCUMENT

Rs. 2000 /- + GST 18% = Rs. 2,360/-

EARNEST MONEY DEPOSIT AMOUNT

Rs 5,000/-



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1. “HIRING OF COMMERCIAL DIESEL RUN LIGHT VEHICLE (AC 9 SEATED MAHINDRA BOLERO OR AC 5 SEATED BOLERO CAMPER) ON POOL BASIS FOR 132/33KV GSS PATTAMUNDAI, OLAVAR AND RAJ NAGAR UNDER EHT (O&M) DIVISION, PARADEEP”.
2. SECTION-I Instruction to tenderer.
3. SECTION-II General Terms & Conditions of contract.
4. SECTION-III Forms of Declaration & Information about vehicle
5. SECTION-IV Schedule of Quantity and Price Schedule
6. SECTION -V List of Annexures
7. Price of the tender
Document. Rs. 2,000 /-+ 18 % GST = 2,360/-
(Rupees Two thousand three hundred and sixty only)
By Cash/Bank draft drawn in favour of
EHT (O&M) Division, OPTCL, Paradeep
Payable at SBI Paradeep Main Branch which is
non-refundable.
8. COMMENCEMENT OF SALE
OF TENDER PAPER. Dt. 22.01.2024 From 10.30A.M
9. LAST DATE OF SALE OF
TENDER PAPER. Dt. 06.02.2024(Up to 4.30 P.M.)
10. LAST DATE & TIME OF
RECEIPT OF TENDER PAPER. Dt. 07.02.2024 (Up to 3.00 P.M.)
11. DATE & TIME OF OPENING
OF TENDER Dt. 07.02.2024 at 4.30 P.M.

SECTION-I

INSTRUCTION TO TENDERER

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 five sections in this Tender Specification.
2. **TENDERS:**
 - a) Bidders must submit their bids in duplicate with original signature.
 - b) Registered Travel agencies/ Vehicle owners having PAN card and GST registration fulfilling other criteria as per the tender document are only eligible to quote.
 - c) Bidders may quote for engagement of the said vehicle in complete shape. **However tender papers have to be purchased only from this office and submitted to this office separately for each station/office (otherwise known as mentioned in the schedule of quantities. The bidder must mention the name of the station /office for which the offer is submitted.**
 - d) The vehicles shall be hired for a period of **two years** and the authority may extend the contract for a further period on mutual consent and satisfactory performance. **The vehicle should not be more than 03 (three) years old as on the date of opening of the tender.**
 - e) The vehicle shall comply with minimum mileage of **10km/1liter** of fuel (Diesel) for **Mahindra Bolero or AC 5 SEATED BOLERO CAMPER** and the consumption of lubricant shall be minimum of **1 liter/750 km**. However, tenderer quoting for more mileage and less consumption of lubricants may be given preference.
 - f) The vehicle should have commercial registration, valid Contract Carriage permit for all Odisha jurisdiction, valid fitness certificate, valid 1st party insurance, Pollution under Check certificate and must comply with 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 re-affix the headquarters 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 along with a driver having valid driving license.

Tender must be submitted in sealed envelopes super scribed as “**HIRING OF COMMERCIAL DIESEL RUN LIGHT VEHICLE (AC 9 SEATED MAHINDRA BOLERO OR AC 5 SEATED BOLERO CAMPER) ON POOL BASIS FOR 132/33KV GSS PATTAMUNDAI, OLAVAR AND RAJ NAGAR UNDER EHT (O&M) DIVISION, PARADEEP**”.

- j) Against this office Tender Call Notice **No.13/PDP/2023-24**” for opening and addressed to DY.General Manager (Elect.), EHT (O&M) Division, Paradeep, At: Paradeep Garh, Jagatsinghpur-754141.
- 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 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: All necessary documents as per requirement of the tender specification should be enclosed with the tender and shall be self-attested. Bidders themselves or their authorized representatives (possessing authorization letter in original) shall be allowed to attend opening event of the tender.

5. The Authority may alter the quantities at the time of placing orders. 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 Authority 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, while conforming to OPWD Code.

11. OUTRIGHT REJECTION CRITERIA:

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

- a) Tenderer should purchase the relevant Tender specification from the office of the **Dy. General Manager (Elect.), EHT (O&M) Division, Paradeep.**
- b) 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.
- c) Tenders shall not be submitted telegraphically or by FAX.
- d) 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.
- e) Tenders **shall be kept valid for a minimum of 120 days** from the date of opening of the tender.
- f) Tender shall not be conditional or incomplete in any shape.
- g) Tender should be submitted along with requisite amount of **E.M.D in shape of DD only.**
- h) There should not be any violation of conditions set forth and provided in the tender specification.
- i) The vehicle proposed for engagement on hire basis **should not be more than 03 (Three) years old** as on the date of opening of tender.
- j) The vehicle should have valid taxi permit for operation throughout Odisha.
- k) Submission of Xerox copy of GST registration certificate or the proof of application for the same in concerned department.
- l) Non-submission of documents enlisted as per the **Clause No 12 of Section –I** of this tender specification document.
- m) Non-Submission of EMD

12. DOCUMENTS TO BE SUBMITTED ALONG WITH THE TENDER:

- i) Registration of Travel agency.
- ii) I.T. Pan card.
- iii) GST Registration certificate/ Proof if applied for the same.
- iv) R.C. Book/Books (R.C Certificate and R.C Card format) of the vehicle/vehicles proposed to be engaged.
- v) Valid taxi permit of the vehicle proposed to be engaged.
- vi) Valid fitness certificate of the vehicle proposed to be engaged.
- vii) Valid pollution under check certificate of the vehicle proposed to be engaged.
- viii) Valid All Odisha permit certificate.
- ix) Valid 1st party insurance certificate.
- x) Copy of Up-to-date Tax payment.
- xi) Driving license of driver.
- xii) Up to date road tax clearance certificate.
- xiii) Duly filled up abstract of terms and condition
- xiv) An undertaking duly signed with a declaration that there are no legal disputes against the vehicle proposed to be engaged.
- xv) An undertaking duly signed with a declaration that the proposed vehicle shall run on all roads of Odisha state.

- xvi) Letter of authorization for attending the bid opening.
- xvii) Declaration regarding blacklisting/debarring from taking part in any tender by OPTCL or any Govt. Dept of Odisha.
- xviii) Declaration for no near relative(s) of the travel agency / vehicle owner working in OPTCL.
- xix) Duly filled Checklist Sheet for tenderer.
- xx) Duly filled Bio-data details of the bidder.
- xxi) In the event of lease vehicle provided or subletting by the Travel Agency, the copy of the agreement, power attorney etc. made with owner of the Vehicle should be submitted with self-attestation.

The following documents in will be required to be submitted in Original for verification before placement of the Work Order.

- a) Make, type and date of manufacture of the vehicle.
- b) R.C. Book in Original
- c) Contract carriage permit in Original
- d) First party insurance of vehicle in Original
- e) Name of the Driver & attested copy of his valid commercial driving license/ badge in Original
- f) All Odisha permit in Original.

The photocopies of the documents should be signed by the vehicle owner / Travel agency in each page.

13. DECLARATION: The tenderer must submit the declaration in the prescribed format A&B of **Section III.**

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

**DY.General Manager (Elect.)
EHT (O&M) Division, Paradeep**

SECTION-II
GENERAL TERMS AND CONDITIONS OF CONTRACT

1. SCOPE OF WORK & GENERAL CRITERIA

- a) Providing, maintaining and operating commercially registered light vehicle as mentioned in the schedule of quantity on monthly hiring basis for a period of **02 (two) years** along with professionally licensed experienced driver to run the vehicle. The vehicle shall be in good running condition so as to provide safe and trouble free journey and to avoid any breakdown en-route. Payment is to be made on daily basis i.e. excluding Sundays and holidays if not engaged for any important work.
- b) **The vehicle to be provided should not be more than 03 (three) years old from its date of initial registration and on the date of opening of tender. The vehicle can run up to its age of 05 (five) years.**
- c) The vehicle/vehicles to be engaged shall be required for transportation of OPTCL employees generally within the jurisdiction of the Division and at times within the state of Odisha. The vehicle may also be required to carry material, testing equipment, T&P etc. for maintenance of substations and lines. For this purpose the vehicle may be required to move in Kuchha road as required.
- d) 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. **It should be noted that though the vehicle is to be hired on monthly basis, the payment shall be made on daily basis i.e. excluding Sundays and holidays unless otherwise engaged in urgent work. Hence the bidders are required to quote their rates on daily basis.**
- e) The bidder shall supply fuel and lubricant for running of the vehicle, which shall be reimbursed by OPTCL as per the contract.
- f) The vehicle should have valid taxi permit and be comprehensively insured at the cost of the bidder.
- g) The driver should always carry a mobile telephone, (at the cost of the bidder), valid license, R.C. Book, taxi permit and insurance policy.
- h) The bidder should cater to all norms fixed by Odisha Road Transport Authority for running of the vehicle.

- i) 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.
- j) 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.
- k) 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.
- l) The bidder shall be responsible for compliance of all laws/ rules/ regulations and Govt. instructions 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.
- m) 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 i.e. if the vehicle is detained or utilized during any kind of journey, extra price towards Detention Charges may be applied** as per the contract.
- n) **For any kind of journey (Local/ Out-station) involving night-halt, extra charges towards Night Halt shall be applicable** as per the contract. Night Halt duration shall be from 10PM to 6AM of the next day.
- o) Cost of fuel and lubricant shall be reimbursed for KMs, traveled from the Head Quarters for use by OPTCL only. The KM. traveled for maintenance and halting at garage shall be to the owner's account.
- p) The bidder must comply with Odisha Motor vehicle Act contract, labour Act and any other relevant act in relation to the contract.
- q) 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 contact) shall be made available, otherwise the differential cost of hiring of another vehicle shall be deducted from his bills.
- r) Any damage caused to the vehicle, including theft shall be to bidder's account.
- s) The bidder must furnish the information in respect of the vehicle proposed to be engaged at the site as per the format in **Section III, Form B.**
- t) 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.

2. **PRICE** :-

- a) The price quoted by the firm shall remain firm during the currency of the contract which shall be ordinarily for **02 (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 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 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.
- c) The cost of fuel and lubricant shall be paid by the owner and claimed in the monthly bill, which shall be reimbursed.

3. PERIOD OF CONTRACT

3.1 The period of contract shall be normally for **(02) two years** from the date of actual engagement, subject to satisfactory performance of the vehicle as well as driver. Order shall be placed for Two years (02) in first phase and may be subsequently extended for further period subject to satisfactory performance of the vehicle and confirming to the **Five years criteria**.

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 the entire 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. Similarly, the vehicle owner can withdraw his vehicle giving one month notice to the user.

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. RIGHT OF ACCEPTANCE OR REJECTION OF TENDERS:

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

5. EMD / BID SECURITY DECLARATION :

Tenderer are required to submit **earnest money (EMD)** for an amount of **Rs 5,000/- only** towards participation in the tender and is to be submitted in shape of **Demand Draft** only drawn in favour of **EHT (O&M) Division, OPTCL, Paradeep, Payable at Paradeep. Offers without EMD are liable to be rejected outright.** The EMD of unsuccessful bidders will be released after finalization of the Tender and that of 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 withdraws his bid before finalization of tender.

If the tenderer withdraws or modifies the bid/s during the tender validity period or fails to execute formal contract agreement within the given timeline or commit any breach of Tender Conditions/Contract which attracts penal action of forfeiture of EMD, then the firm will be suspended from bidding/ award of all future contract(s) of EHT (O&M) Division, OPTCL, Paradeep for a period of 12 months from the date of committing such a breach.

6. 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.
- c) **EMD not claimed for refund within one year of award of order shall be forfeited.**

7. SECURITY DEPOSIT:

You will be required to deposit **Rs. 30,000/- (Rupees thirty thousand) only** towards security deposit, failing which the same shall be deducted from your first month's bill. 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 in the shape of Demand draft or by BG in the prescribed format. **The security deposit not claimed for refund within a period of three years after completion of the contract period will be forfeited.** The security deposit shall also be forfeited if any of the contractual obligations is violated by you.

- 8. SUBLETTING:** The tenderers are required to submit valid documents of the proposed vehicle to be engaged at different field units of EHT (O&M) Division, Paradeep that is fully owned by them or their agencies/firms along with the tender document. In case the bidder offered vehicle is not owned by them, then the bidder is required to submit the copies of the power of attorney and the agreement between the bidder and the vehicle owner which should be valid for a period of 25 months from the date of opening of the bid failing which the bid will be rejected.

9. RUNNING AND MAINTENANCE OF VEHICLES SUPPLIED ON FIXED DAILY RATES

- 9.1. The movement of the vehicle may be throughout the state of Odisha, but ordinarily within the jurisdiction of EHT (O&M) Division, OPTCL, Paradeep which covers the Paradeep, Kendrapara and Jagatsinghpur district.
- 9.2. OPTCL being an Electricity service provider, the vehicle shall be required to run at times even in Kachha road for maintenance of lines and substations. Equipment, maintenance kits tools and plants shall also be carried in the vehicle.
- 9.3. 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. In

case of urgency the vehicle may be required to run on Sundays 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. Night halt charges shall also be payable for halts other than the normal headquarters.

- 9.4. 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.
- 9.5. 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, 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.
- 9.6. Normal maintenance kit, spare tyre, fan belt, hose pipe, first-aid box and one rechargeable torch light shall be always made available with the vehicle by the owner/Agency.
- 9.7. 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 filling station, the Agent cannot claim these empty trips as well as the time involved for the purpose which will be to the owner's account.
- 9.8. The vehicle should comply with **minimum mileage of 10km/1ltr** of Fuel (Diesel) and consumption of **lubricant with minimum of 1 litre /750 km**.
- 9.9. Towels used in the vehicles are to be cleaned periodically and car freshener should also be provided.
- 9.10. Minimum fuel reservation of about 30 Liters is to be maintained.
- 9.11. Generally changes of Vehicle or Driver by the Travel Agency shall not be accepted. However, in the event of breakdown or for reasons whatsoever, the Travel Agency shall provide another Vehicle of equivalent or higher category without additional cost. Further, if the Driver of the Vehicle is physically unfit to drive or has some personal work which is unavoidable, replacement of Driver by the Travel Agency shall be acceptable. But in both the occasions, prior intimation should be given by the Travel Agency to the concerned allotted Officer as well. The allotted vehicle should not also be engaged in any other place during the contract period.
- 9.12. In day time, Hired Vehicles shall be parked at the designated space of the respective location. Random parking of Hired Vehicles in the Office premises is strictly prohibited.

- 9.13. During the course of parking of Hired Vehicles in the Office premises, if any damages / loss occurred to the Vehicle(s), OPTCL is no way responsible to compensate the cost of the said loss or damages.
- 9.14. If any vehicle is sent to garage for repair / fuel tank for re-filling, the Agency cannot claim any amount involved for these empty trips as well as the time for the purpose.
- 9.15. The Travel Agency/Firm shall make regular and full payment of all wages and allowance to the drivers engaged by it.
- 9.16. The Agency/Firm should maintain proper records of the drivers' details, attendance and payment made to them and such records should be made available to the OPTCL or any Statutory Authority for scrutiny as and when required. The Agency shall be responsible for all sorts of statutory payment to the staff employed by it.
- 9.17. The drivers provided by the Travel Agency should be:
- a) Well behaved, gentle, obedient in nature and free from bad habits of any type of intoxication like smoking, chewing tobacco etc.
 - b) He should possess valid appropriate Vehicle Driving License (Transport) with sufficient experience in driving transport passenger vehicle. He must have all the relevant papers of the vehicle in original for producing the same before the law enforcing Authority as and when required. Inability to produce relevant records, documents at the time of need will be treated as disqualification and it may lead to termination of contract.
 - c) The drivers engaged by the Agency should be well versed with the roads / routes and traffic regulations. The driver should have at least 3 years of driving experience and well acquainted on the roads within the State of Odisha.
 - d) The Agency shall be required to change / replace the driver(s) in case found unsuitable for the purpose with due approval from the allotted officer of OPTCL.
 - e) The driver(s) should extend all normal courtesy (such as greeting, opening/closing door etc.) towards the user Officer(s) and should present themselves for duty in a neat and clean appearance.
 - f) Apart from above, the Travel Agency shall ensure that the Driver of the Hired Vehicle has to reach at the door step or in the location as per instruction/requirement of the allotted Officer.
- 9.18. The Agency shall provide first-aid box with all recommended medicines, one 3-cell torch, 2 umbrellas, one set of required spanner and other T&P items in the vehicle and shall verify the usability of the same regularly.
- 9.19. Both front and back seats should be equipped with seat belts.
- 9.20. If the performance of the Driver is un-satisfactory or any mechanical trouble detected during running of the Vehicle, as reported by the allotted Officer, the Travel Agency is responsible to replace the same immediately without hampering official work. If positive response is not

received from the Travel Agency to resolve the issue within a day, the OPTCL reserves the right to reject its contract without assigning any further reasons thereof.

9.21. In the event of lease vehicle provide by the Travel Agency, the copy of the agreement made with owners of the Vehicle should be submitted with self-attestation.

9.22. The agency must have round the clock telephone / mobile facility, so that it can be contacted at any time during emergency.

10. USE OF VEHICLE :

10.1 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.

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

10.3 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 prejudiced 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.

11. STATUTORY LAWS:

a) 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.

b) The vehicle should have all valid documents like R.C. Book, Insurance certificate, Permits, PUC etc. in up to date condition. The vehicles must have valid permit as per statutory provisions

c) It is the responsibility of the Agency to comply with all statutory regulations of Govt. of India / Govt. of Odisha, for the time being in force, for operation of the hired vehicles during the entire course of contract.

d) The police / court case (Legal disputes) in respect to hired vehicle during the period of engagement will be at the risk and cost of the Travel Agency.

12. TAXES / INSURANCE / PERMITS:

a) 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.

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

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

- d) 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.
- e) Drivers driving the vehicles must have valid professional driving license/badge as provided in the M.V. Act.
- f) 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-13** will be payable by the Agent/owner to OPTCL besides the liability to provide for alternative vehicles without any loss of time.

13. PRICE REDUCTION (PENALTY):

- a) For the regular monthly 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 break down, maintenance / repair or any other cause for which the vehicle could not be engaged, the Agency shall provide an equally good vehicle immediately, failing which, the company will treat the vehicle not on job for the aforesaid period and will deduct from its bill an amount of Rs.500/-(Rupees Five hundred) only in addition to the daily hire charges for that day / for each day of absence period, without prejudice to any other rights under the contract to which it may be entitled including termination and consequences..
- b) Such cases shall be considered as poor performance of the contract. The contract is liable for rejection if the price reduction (penalty) in accordance with the above **Clause- 13 (a)**, is imposed on the Agency for 4(Four) times in a month. The performance of the hired vehicle shall be assessed quarterly.
- c) Further hiring charges for the period will be deducted from the monthly bill of the concerned Travel Agency/Firm in case of engagement of vehicles of non-eligible age or non-commercial vehicles, on intimation from the allotted Officer
- d) However, if the vehicle is requisitioned by the R.T. Authorities / Law and Order authorities for use in public service, the Travel Agency/Firm has to provide alternative vehicle without any loss of time. Penalty/compensation as per clause-13 will be payable by you to OPTCL besides the liability to provide for alternative vehicles without any loss of time.
- e) 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 13(a)**.
- f) In case of non-fulfilment of any obligations under the contract or law, OPTCL, reserves the rights to withhold payments due to the Agency till compliance of the same.

14. COMPENSATION: During the contract period, any damage / loss caused to the Hired Vehicle or loss of life / injury made to any person or to any property while in OPTCL duty, the Travel Agency is wholly responsible to compensate the loss or resolve the issue. The OPTCL shall not be responsible to compensate the same.

- 15. 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.
- 16. OPERATION AND MAINTENANCE CREW:** The Agent / owner at his own cost shall maintain experienced Driver holding valid license.
- 17. EMPLOYMENT / LIABILITY:**
- a) 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's compensation etc.
 - b) 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.
- 18. MAINTENANCE OF SPEEDOMETER.**
- a) It is the responsibility of the owner/agent to maintain the speedometer of the vehicle in proper condition.
 - b) In case the speedometer of the vehicles does not function for a specific period, the distance covered by the vehicle for any purpose shall be assessed by the Officer of OPTCL to whom the vehicle is attached, whose decision shall be final and binding. The Agency shall arrange to repair / replace the speedometer within 24 hour of such failure.
- 19. PROVISIONS REGARDING RECORDING OF LOGBOOK:**
- a) All transactions for the vehicle are to be maintained in the log book prescribed by OPTCL.
 - b) 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. PAYMENT OF BILLS:**
- Bills shall be submitted within first week of the month.
- a) The toll gate charges and airport/railway parking charges will be reimbursed by the Company. The receipt of payment shall be enclosed along with the bills.
 - b) 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.

- c) Payment shall be made after deduction of statutory taxes.
- d) The bills shall be submitted to the respective controlling officers. Payment shall be made by the paying officers. The details of the verifying officer and paying officer are mentioned in Section-IV.

21. 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.

22. JURISDICTION OF COURT: The contract shall be governed by the laws of India and subject to the exclusive jurisdiction of courts in Paradeep only.

23. GENERAL:

- a) 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.
- b) 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.
- c) The price quoted shall remain firm during the currency of the agreement.
- d) The authority may re-affix the headquarters between the headquarters of users.
- e) The concerned DGM (Paying Officer) may also allot the vehicle temporarily for any other work of the company.

24. ARBITRATION: In the event of any dispute arising due to this contract, after due notice of the claim, the matter shall be referred to any arbitrator nominated by the Managing Director, OPTCL. The bidder agrees that the arbitrator could be any official of OPTCL. The bidder shall not have any objections in this regards and such appointment and the award of the arbitrator shall be final and binding on arbitration as per the Arbitration and Conciliation Act. 1996. The venue of the arbitration will be Bhubaneswar.

**DY. General Manager (Elec)
E.H.T (O&M) Division, Paradeep**

SECTION III

(A) FORM OF UNDERTAKING

We have gone through the tender specification and undertake to comply with the following in the event of OPTCL deciding to place the order 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 **15 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 OPTCL 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 OPTCL.
8. Shall accept change of headquarters as and when required by OPTCL in the interest of work.
9. The reimbursement of cost of fuel and lubricant shall be @ 1 litre of fuel (Diesel) for 10kms and 1 litre lubricant for 750kms or as per the tender whichever 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 OPTCL subsequently not included in the present terms & conditions.

Name of the signatory Signature of the bidder.

With seal

Date

(B) FORM OF DECLARATION.

To,

**The DY.General Manager (EI),
EHT (O&M) Division, OPTCL, Paradeep**

Sub: Tender Notice No. _____

Sir,

I/We.....having carefully examined the above tender paper hereby offer to Supply of One number of light commercial vehicle (9 Seated AC Mahindra Bolero Plus or 5 Seated BOLERO Camper) complete in all aspects at the rate/s entered in Price Schedule of the tender specification and enclosed herewith.

1. I/We certify to have purchased a copy of tender paper on remittance of Rs.....by Cash/ Bank Draft and this has been acknowledged by you in your Cash receipt / Bank Draft receipt No..... Dated.....
2. I/We enclose herewith the EMD amount of **Rs.5,000/-** only in shape of Bank Draft only drawn in favour EHT (O&M) Division, OPTCL, Paradeep, payable at Paradeep vide the Bank Draft No..... Dt..... of Bank

Yours faithfully,

Encl: Tender in duplicate.

Signature of Bidder (with Seal)

(C) INFORMATION ABOUT THE VEHICLE.

Type of Vehicle	a) Model: b) Make: c) ARAI Claimed Mileage:	Date of manufacture & Date of purchase of the vehicle:	Road tax paid up to	Registration No. of vehicle & Chassis No:	Insurance paid up to	Details of fitness certificate valid up to	Taxi Permit valid up to	Pollution under Check Certificate Valid up to

Name of the signatory
With Seal

Signature of the bidder.
Date

SECTION IV

A. SCHEDULE OF QUANTITY OF VEHICLE

Sl No	Name of the Users/station	Name of the Headquarter	Type of vehicle	Qty	Name of the Verifying Officer	Name of Paying Officer
1	Grid Sub Station Pattamundai, Olavar & Rajnagar	Grid Sub Station Pattamundai	09 seater AC Mahindra Bolero Plus or 05 seater AC Bolero Camper	1	SDO (Elect.) Grid Sub Station Pattamundai	DGM(EI), EHT (O&M) Division, Paradeep

N.B.: The Headquarter of the vehicles can be rotated / re-affixed by the concerned Divisional Head. The vehicle can also be used temporarily in areas outside its normal headquarters.

**Dy.General Manager (Elec.)
EHT (O&M) Division, Paradeep**

B.PRICE SCHEDULE

SL No.	Type of Vehicle	Place of Use	Daily hire charge for 12 Hrs. duty per day in Rs	Detention/extra hour Charges in Rs. per hour for all conveyances beyond 12 hrs run/day (Excluding night halt duration if any)	Night halt charges in Rs/per night (for halt outside the Head Quarters, beyond normal working hours)

GST %on daily hire charge.....
(To be mentioned by the tenderer)

Full Name of the bidder:
Date:

Signature of the bidder
With Seal

SECTION-V

ANNEXURE - I

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 OPTCL terms) | YES/NO |
| 5. Security deposit (Whether agreeable to OPTCL terms) | YES/NO |
| 6. Penalty (Whether agreeable to OPTCL terms) | YES/NO |
| 7. Whether submitted the List of orders executed/in hand for similar work during recent three years: | YES/NO |
| 8. Copy of PAN Card with self-attestation furnished | YES/NO |
| 9. Copy of self-attested GST Registration Certificate 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 Pollution under Check certificate with self-attestation | YES/ NO |
| 14. Copy of Valid Taxi Permit for operation throughout the state Withself-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.

Date:

ANNEXURE-II

**DECLARATION FOR NO NEAR RELATIVE(S) OF THE CONTRACTOR WORKING IN
OPTCL**

I/ We Declare that

1. I or any of my partner am/is neither working in any capacity in anywhere in the OPTCL, nor am/is removed/ dismissed from service of OPTCL.
2. That none of my near relatives are working in any capacity in OPTCL nor removed/ dismissed from service of OPTCL.

Or

The details of my near relatives working in OPTCL are as under:

Sl. No	Name and Address	Capacity in which working	Office in which working

3. That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of the General Manager (El.), EHT (O&M) Division, OPTCL, Paradeep immediately.
- 4.1. That I /We shall intimate the names of persons working in OPTCL related to our employees who are working with me /us in any capacity or are subsequently employed by me/us.
- 4.2. That none of my employees is a removed/dismissed employee of either any unit of OPTCL.
5. That I/ We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my/our Earnest Money Deposit /Security deposit.
6. If at any time, it is found that the information given in the above appendix is Incorrect/incomplete, the contract is liable to be terminated without assigning any reason and the SD shall be forfeited and legal actions shall be initiated without any prejudice i.e. to the rights of the O/o General Manager (El.), EHT (O&M) Division, OPTCL, Paradeep to debar the firm from entering into future contracts.

Place:

Signature:

Date:

Name:

(Capacity in which he is signing).....

NOTE: The term “relatives” means wife/husband/parents and grandparents/children/ grandchildren / brothers/ sisters /uncles/aunts/cousins and their corresponding in-laws.

ANNEXURE –III

**DECLARATION REGARDING BLACKLISTING/DEBARRING FROM TAKING PART IN
TENDER BY OPTCL /GOVT. DEPT**

I / We the Proprietor/ Partner(s)/ Director(s) of M/S._____ hereby declare that the firm/company namely M/s._____ has not been blacklisted or debarred in the past by OPTCL any other Government organization from taking part in Government tenders.

Or

I / We the Proprietor/ Partner(s)/ Director(s) of M/S._____ hereby declare that the firm/company namely M/S._____ was blacklisted or debarred OPTCL or any other Govt. Dept. from taking part in Government tenders for a period of _____ years w.e.f. _____.

The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information is found to be false, I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o DY.General Manager (El.), EHT (O&M) Division, OPTCL, Paradeep and the SD shall be forfeited. In addition to the above O/o DY. General Manager (El.), EHT (O&M) Division, Paradeep OPTCL will not be responsible to pay the bills for any completed / partially completed work.

Signature -----

Name -----

Capacity in which as signed: -----

Name & address of the firm: -----

Date:

Signature of Bidder with seal.

ANNEXURE-IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach O/o DY.General Manager (El.), EHT (O&M) Division, OPTCL, Paradeep on or before date of bid opening)

To,

**The DY. General Manager (Elec),
EHT (O&M) Division, OPTCL, Paradeep
At/PO: PARADEEPGARH,
Paradeep-754141**

Sub: Authorization for attending bid opening on _____ (date) in the open tender no _____

Sir,

The following person is authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder)

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

Note: Maximum one representative will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorization as prescribed above is not received.

ANNEXURE-V

BIO DATA OF THE BIDDER

1) Name & Address of Firm/Party: _____

2) Telephone Number (O) _____
(R) _____
(Mobile) _____

2) Whether it is Proprietorship or Partnership _____

3) Full Name(s) of Proprietor or Partners _____

(Attested copies of partnership deed should invariably be attached along with Authorizations)

4) Permanent Account Number (Income Tax) _____

5) GST Registration Number of the Firm/Party _____

Date: _____ (Dated Signature of Tenderer with Stamp of Firm)

Place: