



**ODISHA POWER TRANSMISSION CORPORATION LIMITED
OFFICE OF THE GENERAL MANAGER (ELECTRICAL)
EHT (O & M) CIRCLE, BIDYUTPURI COLONY, BERHAMPUR
FAX/☎: 0680-2291905, ☎0680-2291904
CIN: U40102OR2004SGC007553**

TENDER SPECIFICATION FOR TENDER CALL NOTICE NO.08/2017-18

**FOR
ENGAGEMENT OF ONE NUMBER HIRED A/C BOLERO OR EQUIVALENT REQUIRED FOR THE
FIELD & OFFICE WORKS OF DGM, E&MR DIVISION, BERHAMPUR & ONE NUMBER HIRED NON-
A/C BOLERO OR EQUIVALENT REQUIRED FOR THE FIELD & OFFICE WORKS OF AGM, E&MR
SUB-DIVISION, BERHAMPUR ON MONTHLY BASIS WITH DAILY HIRING RATE**

**ISSUED TO:-.....
.....
.....**



ODISHA POWER TRANSMISSION CORPORATION LIMITED
OFFICE OF THE GENERAL MANAGER (ELE.)
EHT O & M CIRCLE, BERHAMPUR – 760 010
FAX/☎: 0680-2291905, ☎0680-2291904
CIN: U40102OR2004SGC007553

TENDER CALL NOTICE No. 08/2017-18

Sealed tenders are invited from **VEHICLE OWNERS/TRAVEL AGENCIES SEPARATELY** for Engagement of One Number Hired A/C Bolero or equivalent required for the field & office works of DGM, E&MR Division, Berhampur and One Number Hired Non-A/C Bolero or equivalent required for the field & office works of AGM, E&MR Sub-Division, Berhampur on monthly basis with daily hiring rate along with copies of required documents of the Vehicle, copy of valid PAN and GST Registration Certificate of the owner/Travel agency. The said vehicles should not be more than 3 years old from the date of initial Registration.

Commencement of Sale of Tender Paper: - From Dated 20.03.2018 to Dated 12.04.2018
up to 5.00 PM on working days only.

Last Date of Submission of Tender Paper: Dated 13.04.2018 up to 12.00 PM.

Date of Opening of Tender Paper:- Dated 13.04.2018 at 1.00 PM.

For details please visit our website www.optcl.co.in

Corrigendum if any will be published in the website only.

General Manager (Elect.)

NOTICE INVITING TENDER
ODISHA POWER TRANSMISSION CORPORATION LTD.,
REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,
ODISHA, INDIA.
CIN: U40102OR2004SGC007553

TENDER NOTICE NO- 08/2017-18

<i>Sl. No.</i>	<i>Tender Specification No.</i>	<i>Location Details.</i>	INDIAN RUPEES			<i>Last date of submission & Date of opening of Tender.</i>
			<i>Earnest Money Deposit. in Rs.</i>	<i>Cost of Tender Specification Document in Rs.</i>	<i>Estimate Value in Rs.</i>	
	08/2017-18					
1.	LOT-1	Engagement of One No. hired A/C Bolero or equivalent required for the Field & Office works of DGM, E&MR Division, Berhampur.	4,950/-	2,240/-	4,94,759.00	up to dt- 13.04.2018(12.00 PM) and 13.04.2018(01.00 PM)
2.	LOT-2	Engagement of One No. hired Non-A/C Bolero or equivalent required for AGM, E&MR Sub-Division, Berhampur.	4,715/-	2,240/-	4,71,081.00	

**TENDER SPECIFICATION FOR TENDER CALL NOTICE No. 08/2017-18 OF EHT O & M CIRCLE,
BERHAMPUR**

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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 seven sections in this Tender Specification.
2. **TENDERS:**
 - a) Bidders must submit their bids in duplicate separately in respect of each lot 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 one or more vehicles i.e. the bidder may quote for part tender or for the full tender. **However tender papers have to be purchased and submitted separately for each Office mentioned in the schedule of quantities. The bidder must mention the name of the Office for which the offer is submitted. Downloaded form of Tender Specification will not be accepted.**
 - d) **The vehicle/vehicles shall not be more than 3 years old from the date of initial Registration.**
 - e) **The vehicle shall comply with minimum mileage of 13 Km/1 Litre of Diesel for all LOTs. However, tenderer quoting for more mileage and less consumption of lubricants shall be given preference.**
 - f) **The vehicles should have commercial registration, valid road permit for all Odisha jurisdiction, valid fitness certificate, valid 1st party insurance, non-pollution certificate, driving license 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 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 super scribed as **HIRING OF DIESEL RUN COMMERCIAL REGISTERED LIGHT VEHICLES BOLERO AC-BOLERO/NON-AC BOLERO OR EQUIVALENT ON MONTHLY HIRE BASIS FOR E&MR DIVISION, BERHAMPUR/ E&MR SUB-DIVISION, BERHAMPUR** “Tender against Tender Call Notice No. 08/2017-18 for opening and addressed to General Manager, EHT (O&M) Circle, Berhampur.**
 - 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. The authority is not responsible for receipt of tender after due date due to postal delay or any other reasons. Tenders received after due date due to postal delay or any other reason will not considered. The tenderer who wants to receive the tender paper by post have to deposit additional Rs.100.00 along with the tender paper cost.
 - 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:–**

- 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. 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 authority 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.

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 (**Separate tender specification for each vehicle**) from the office of the General Manager, EHT (O&M) Circle, Berhampur. **On-line downloaded Tender Specification Documents from our OPTCL website shall not be accepted.**
- 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 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 from the date of initial registration at the time of issuance of Work order.
- x) The vehicle should have valid taxi permit for operation throughout Odisha.
- xi) Submission of Xerox copy of GST 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) GST Registration Certificate.
- iii) R.C. Book/Books of the vehicle/vehicles proposed to be engaged.
- iv) Valid Taxi permit (Contract Carriage)of the vehicle proposed to be engaged .
- v) Valid Fitness Certificate of the vehicle proposed to be engaged.
- vi) Valid Non-pollution Certificate of the vehicle proposed to be engaged.
- vii) Valid all Odisha permit certificate of the vehicle proposed to be engaged
- viii) Valid 1st party insurance certificate of the vehicle proposed to be engaged
- ix) Up to date road tax clearance certificate of the vehicle proposed to be engaged
- x) Duly filled up abstract of terms and condition (Section-V).
- xi) Valid Driving License of the driver to be engaged.

DECLARATION

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

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

13. 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.

**General Manager (Elect.)
EHT (O&M) Circle, Berhampur**

SECTION II

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.4 SCOPE OF WORK & GENERAL CRITERIA

- (a) Providing, maintaining and operating Diesel run commercially registered light vehicles as mentioned in the schedule of quantity on monthly hiring basis for a period of one year & on successful completion of the contract, if the company so desires, the same may be extended for further one year on mutual consent along with professionally licensed experienced driver to run the vehicle. **Payment is to be made on daily basis i.e. excluding Sundays and holidays if not specifically required to be engaged for any important work.**
- (b) **The vehicle/vehicles which shall not be more than 3 years old from the date of initial Registration**
- c) **Newer vehicles may 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 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.**
- 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 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 will be hired on monthly basis, the payment will be made on daily basis i.e. excluding Sundays and holidays unless otherwise specially required. Hence the bidders are required to quote their rates on daily basis.**
- 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 whatsoever 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.**
 - 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.
 - p) Cost of fuel and lubricant shall be reimbursed for K.Ms, traveled from the Head Quarters for use by OPTCL only. The K.M. traveled for maintenance and halting at garage shall be to owner's account.
 - q) The bidder must comply to Odisha Motor vehicle Act contract, labour Act and any other relevant act in relation to the contract.
 - r) 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.
 - s) Any damage caused to the vehicle, including theft shall be to bidder's account.
 - t) The bidder must furnish the information in respect of the vehicle proposed to be engaged in the following format.
 - (u) 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 one year 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. 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

- 3.1 The period of contract shall be for one year 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 one year 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 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.

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 :

Tenderers are required to submit EMD as mentioned in the Tender specification separately for each vehicle/station in the shape of Demand Draft only drawn in favour of EHT (O&M) Circle, OPTCL, Berhampur payable at Berhampur. 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 completion of contract period. 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 its bid before finalization of tender.

6.0 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.

7.0 RUNNING AND MAINTENANCE OF VEHICLES SUPPLIED ON FIXED DAILY RATES

7.1 The movement of the vehicle may be throughout the state of Odisha, but ordinarily within the jurisdiction of EHT (O&M) Circle, Berhampur.

7.2 OPTCL being a 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.

7.3 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. 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 ,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.
- 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 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.
- 7.8 The vehicle should comply to minimum mileage of 13km/ 1 Ltr. Diesel for LOTs and consumption of lubricant minimum of 1 Ltr. /750 Km for all LOTs.
- 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 any matter 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 permits 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 dues towards 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 at the rate of Rs.500/- per day plus **proportionate hire charges of the vehicle 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.
- 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 and conditions, penalty and recovery shall be made as per clause 11.1.
- 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.

14.0 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 SPEED METER.

- 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 speed 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.

16.0 PROVISIONS REGARDING RECORDING OF LOG BOOK:

- 16.1 All transactions for the vehicles are to be maintained in the log book prescribed by OPTCL,
- 16.2 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.

17.0 PAYMENT OF BILLS:

Bills shall be submitted within first week of the month.

- 17.1 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.
- 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. 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 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 Berhampur only.

20.0 GENERAL:

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.

- 20.1 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.
- 20.2 The price quoted shall remain firm during the currency of the agreement.
- 20.3 The authority may re fix the head quarters between the headquarters of users.
- 20.4. The concerned DGM/GM may also allot the vehicle temporarily for any other work of the company.

21.0 ARBITRATION:

21.1 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.

**General Manager (Elect.)
EHT (O&M) Circle, Berhampur**

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.

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 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 shall be @ 1 Litre of diesel /13 Km for all LOTs and 1 Litre lubricant /750 Km 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
seal

Signature of the bidder.
Date

(B) INFORMATION IN RESPECT OF VEHICLE

Model No. Make, Date of manufacture and Date of purchase of the vehicle.	Road tax paid up to	Registration No. of vehicle	Insurance paid up to	Details of fitness certificate valid up to	Permit valid up to

Name of the signatory

Seal

Signature of the bidder

Date

SECTION IV
SCHEDULE OF QUANTITY OF VEHICLES

Sl No.	Name of the Division/Offices for which the vehicle is required	Name of the Headquarter	Type of vehicle	Qty	Name of the Controlling Officer	Name of Paying Officer
1.	E&MR Division, Berhampur	Berhampur	Nine seated A/C Bolero or equivalent	1 No.	DGM, E&MR Division, Berhampur	DGM, E&MR Division, Berhampur
2.	E&MR Sub-Division, Berhampur	Berhampur	Nine seated Non-A/C Bolero or equivalent	1 No.	AGM, E&MR Sub-Division, Berhampur	DGM, E&MR Division, Berhampur

N.B.: The Head Quarter of the vehicle can be rotated / refixed by the concerned Divisional Heads. The vehicle can also be used temporarily in areas outside its normal headquarters.

General Manager (Elect.)
EHT (O&M) Circle, Berhampur

SECTION V

PRICE SCHEDULE

Sl No.	Type of Vehicles with Registration No.	Name of the Office where to be engaged	Mileage per Litre of HSD in Km/Ltr.	Mileage per Litre of Lubricant in Km/Litre.	Daily Rent in Rs.	Night halt charges in Rs. per night (for halt outside the normal Head Quarter)

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

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:
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 GST Registration Certificate, if available
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