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ODISHA POWER TRANSMISSION CORPORATION LTD
OFFICE OF THE Sr. GENERAL MANAGER,
TELECOMMUNICATION CIRCLE,
SLDC BUILDING, RAILWAY COLONY, MANCHESWAR
BHUBANESWAR - 751017
TEL NO. 0674-2748875

Notice Inviting Tender: Sr.GM - Telecom - 01/ 2018-19
Tender Specification No.Sr.GM-Telcom-Hire Vehicle-01/2018-19

FOR

Engagement of **HIRED COMMERCIAL VEHICLE**
for Sr.General Manager, O/O Telecom. Circle, OPTCL, Bhubaneswar
and
Dy. General Manager, O/o Telecom. Division, OPTCL, Cuttack

<i>Sl/ No</i>	<i>PART</i>	<i>Section</i>	<i>Description</i>
1		SECTION - I	Instruction to Bidders.
	PART – I	SECTION - II	General Terms and Condition of Contract
		SECTION - III	Technical Specification
		SECTION - IV	Declaration by the Tenderere. (Anx. I & II)
		SECTION - V	Schedule of Quantity of Vehicle
		SECTION - VI	Abstract of Terms and Condition
	PART – II	SECTION - I	Price Schedule

Available of tender documents: From dt- 04.06.2018 (11.00 Hrs) to dt 19.06.2018(12.30Hrs)

Last date of submission of tender paper: upto dt- 19.06.2018 (13.00Hrs)

Date of opening of Tender: dt- 19.06.2018 (16.00 Hrs)



**ODISHA POWER TRANSMISSION CORPORATION LTD.
REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,
ODISHA**

Notice Inviting Tender : Sr.GM - Telecom - 01/ 2018-19

Tender Specification No. -Sr. GM-Telecom-Hire Vehicle- 01 / 2018-19

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, sealed Tenders are invited from reputed Travel agencies separately in single part bidding system for Engagement of One Number hired AC Indigo or equivalent for Sr.GM, Telecom. Circle, OPTCL, Bhubaneswar and One Number AC Bolero (9 Seater) or equivalent vehicle for DGM, Telecom. Division, OPTCL, Cuttack in annual contract on monthly basis with daily hiring rate. Travel agencies having valid *GST registration No., PAN Number, Contract carrying certificate/Taxi permit., State Road permit to run the vehicles within the state of Odisha, and experience* in similar type of works under OPTCL / any other Odisha Govt. organization for Supply of hired Vehicle are required to collect bidding documents available at Telecom. Circle, OPTCL, SLDC Building, Railway Colony, Mancheswar, Bhubaneswar-751 017 from 04.06.2018 (11.00Hr) up to 19.06.2018(12.30Hr)

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL's official web site <http://www.optcl.co.in> only.

Sr. GENERAL MANAGER [Telecom.]



PART - 1

SECTION - I **INSTRUCTION TO BIDDER**

**ODISHA POWER TRANSMISSION CORPORATION LTD.
OFFICE OF THE Sr.G.M(Telecom)
REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022,
ODISHA, INDIA.**

TENDER NOTICE NO . Sr.GM -Telecom-01 /2018-19

Tender Specification No.Sr.GM-Telecom- Hire Vehicle-01/2018-19

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids under single bidding system as per the following details.

<i>Sl No</i>	<i>Tender Specification No.</i>	<i>Description of equipments/ materials</i>	<i>Quantity</i>	<i>Earnest Money Deposit (In Rs.)</i>	<i>Cost of Tender Spec. document (in Rs.)</i>	<i>Estimate Value</i>	<i>Last date of receipt & opening of tender peper</i>
1.	Sr.GM-Telecom-Hire Vehicle-01/2018-19 LOT - I	AC-Indigo or Equivalent	One	5,730/-	672/- Incl.GST@ 12%)	5,73,000/-	Last date of receipt is 19.06.2018 (13.30Hr) & Date of opening of tender is 19.06.2018(16.00Hr)
2	Sr.GM-Telecom-Hire Vehicle-01/2018-19 LOT - II	AC- Bolero (9Seater) or Equivalent	One	5,600/-	672/- Incl.GST@ 12%)	5,59,500/-	

The bidders can view the tender documents from website free of cost.

The Travel Agencies who want to submit bid shall have to pay ₹ 672/- (Rupees Six Hundred Seventy-Two) only non refundable including GSTT @ 12%) towards the tender cost separately for LOT-I and LOT-II in the form of Demand draft /Cash only. The DD should drawn in favour of the Telecommunication Circle, OPTCL, Bhubaneswar.

The offer should be submitted in two separate sealed envelopes separately for each LOT(separately for Sr.GM,Telecom. Circle, Bhubaneswar and DGM,Telecom. Division, Cuttack) ,superscribing

1. "Supply of vehicle contract-2018-19. Technical Bid" (Lot – I & Lot – II)
2. " Supply of vehicle contract-2018-19. Price Bid"(Lot – I & Lot – II)

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 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.
 - f) 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.
 - g) The bidder must agree to operate the vehicle in any part of Odisha.
 - h) 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.
 - i) Tender must be submitted in sealed envelopessuper scribed as HIRING OF DIESEL RUN COMMERCIAL REGISTERED LIGHT VEHICLES AC Indigo or Equivalent on MONTHLY HIRE BASIS FOR Sr.GM,Telecom. Circle, Bhubaneswar "Tender against Tender Call Notice No. 01/2018-19 for opening and addressed to Sr.General Manager, Telecom. Circle, Bhubaneswar.
 - j) 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.
 - k) Conditional offers will not be accepted.
 - l) 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 Sr.General Manager, Telecommunication Circle, OPTCL, Bhubaneswar. 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.
 11. 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) Copy of I.T clearance and 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 certificate 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.
- Xii) Valid FIRM Registration Certificate
- Xiii) Copy of orders for providing hired vehicle to any other office/Department.
- xiv) All original documents will be required at the time of agreement to be verified by the Engineer-In-Charge.

12. COST OF FUEL / LUBRICANTS DETENTION CHARGES ETC.

- a) The vehicle shall comply with minimum mileage of 13 Km/1 Litre of Diesel and One liter of Mobil in every 750KM run of the Vehicle for all LOTs. However, tenderer quoting for more mileage and less consumption of lubricants shall be given preference.
- b) The journey less than 200 KM run in a day will be treated local. For outstation journey hire charges will be paid per KM basis. In this case fuel and lubricant are to be provided by the Agency. For calculation of detention charges one hour will be deducted for every 50 KM run from the total hrs. covered.

13 FOR PRICE BID

- I) The agency should quote the rate as per price schedule (Part-II) in a separate sealed cover and duly signed and Super scribed "Supply of Vehicles Contract- 2018 PRICE BID LOT –I OR LOT - II".
- II) The Tender should be submitted to the Sr. General Manager, Telecom, OPTCL, Bhubaneswar on or before 19.06.2018 at 13.00 Hr and to be opened at 16.00 Hr. on the Same day. The Tenders received late or with any deviation are liable to be rejected.
- III) If the Tender fails to furnish the details of the Technical Bid, the Tender will be rejected & the PRICE BID in original will be sent back to the Tenderer un-opened.

14. DECLARATION

The tenderer must submit the declaration in the prescribed format Anexture –I & Anexture – II of section III.

- 15. 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.

N.B:- 1) Anybody having GSTIN & Pan Card may participate in the tender process by quoting the price with/without having vehicle. On the event, if the bidder is found to be lowest successful bidder, then he will provide the vehicle within 15 days by procured a new one or existing vehicle offered as the case may be, else the EMD will be forfeited & may debar from the future tender.

2) In case the bidder offered vehicle not owned by them, then a power of attorney & a agreement copy with vehicle owner will be made in proper format and should valid for at least 13 months from the date of opening of bid. Else the bid will be rejected.

3) The ordered vehicle will not be changed within contract period. (Only changed in Accident, burnt, theft, breakdown [non repairable case] with supporting documents).

**Sr. GENERAL MANAGER
TELECOMMUNICATION**

SECTION - II

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR HIRING OF VEHICLES

1.0 DEFINATION OF TERM

- 1.1 The Company shall mean ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL) a company registered under the Companies Act'1956 and having its registered office at Janpath, Bhubaneswar-751022.
- 1.2 The Travel Agent (hereafter called Agent) shall mean the successful bidder who has agreed to provide the vehicles to the Company as and when required.
- 1.3 The Officer-in-Charge shall mean the person designated as such by the Company and shall include those who are expressly authorized by the Company to act for and on its behalf.

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 Telecom.circle BBSR / Telecom.Division, Cuttack 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 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.
 - 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. 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 the tenure of contract by giving 30 days notice of its intention to do so. In the event of any such termination of the contract the agent shall only be entitled to all the amount for services actually provided under the contract till the termination of contract subject to deductions if any under the terms of contract. No other claims shall be allowed or considered.
- 3.3 In case of failure by the Agent to fulfill his contractual obligations, 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 towards risk and cost.
- 4.0 RIGHT OF ACCEPTANCE OR REJECTION OF TENURES:
- 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 to submit interest free EMD of ₹5,730/- (Rupees Five Thousand seven Hundred Thirty) only for LOT – I tender/₹5,600/- (Rupees Five Thousand Six Hundred) only for LOT –II tender in shape of Demand Draft drawn in favor of Telecom Circle, OPTCL, Bhubaneswar payable at Bhubaneswar. EMD in the form of Demand Draft should be submitted along with Technical Bid only. Offers without EMD are liable to be rejected. The EMD will be released after finalization of the Tender for unsuccessful bidders.

5.1 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.

6.0 SECURITY DEPOSIT:

Successful bidders will be required to deposit an amount of of ₹ 5,730/- (Rupees Five Thousand seven Hundred Thirty)only for LOT – I Vehicle /₹5,600/- (Rupees Five Thousand Six Hundred) only for LOT –II Vehicle 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, EMD will be adjusted towards Security Deposit.

7.0 Running and maintenance of vehicles supplied on daily hire charges basis.

- 7.1 The movement of the vehicle may be throughout the state of Odisha, but ordinarily within the jurisdiction of Telecom. Circle, Bhubaneswar/ Telecom.Division, Cuttack.
- 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. 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. If the service is less than 6 hours payment shall be made 50% of the charges per day. Detention charges shall be payable if the vehicle runs more than 12 hours in a day.
- 7.3 The agency/owner should maintain proper record of driver's attendance and payment made to them and such records should be made available to the Company for scrutiny as and when required. The Agency/owner shall be responsible for all sorts of statutory payment to the Driver employed by him. It is the vehicle owner's obligation to provide a qualified and experienced driver for operation of the vehicle.
- 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 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 as per directions of officer-in-charge or his Authorized representatives.

8.2 The Agent should not refuse to sent the vehicle to any place as directed by the Officer-in-Charge or his representatives.

8.2.1. The Agent shall be responsible for proper behavior of all the persons employed by him and have control over them. Without prejudice to the generality of above, the Agent shall be bound to prohibit and prevent any employee from being intoxicated while on duty trespassing or acting in any way detrimental or prejudicial to the interests of Company, community or of the proprietors of land and properties in the neighborhood or the occupants users of the vehicles. In the event of such employees so trespassing, the Agent shall be responsible for them and shall not only relieve the company from all consequent claims but will also be liable for all consequences. The decision of the officer-in-Charge upon any matter arising under this clause shall be final and binding on the Agent.

9.0 STATUTORY LAWS:

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

9.2 The vehicle should have all valid documents like R.C. Books, Insurance Certificate, Road Tax permit etc. in up-dated conditions for inspection of OPTCL officials at any time. The vehicles must have commercial registration.

10.0 TAXES/INSURANCE/PERMITS:

10.1 All taxes and insurance presently in force or to be levied in future after commencement of contract period in respect of the vehicles shall have to be entirely borne by the Agent.

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

10.3 Agent shall have valid Taxi permit as per statutory provisions.

10.4 Agent shall comply with all relevant rules and 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 or relevant act/statutory requirement etc. or for any reason what so ever penalty / compensation will be payable by the Agent besides the liability to provide for alternative vehicles to OPTCL without any loss of time.

11.0 COMPENSATION AND PENALTY:

11.1 For vehicles to be provided on fixed daily charges basis the vehicles shall remain in service for a minimum of 12 Hrs. duty. In case of non-reporting of the vehicles, the Agent shall provide replacement of an equally 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 for absent period without prejudice to any other rights under the contract including termination and consequences.

11.2 For vehicles to be provided as and when required basis if the Agent fails to provide the vehicle as enumerated in the agreement / order the company reserves the right to get the vehicle through other agencies at the risk and cost of the Agency besides levying a penalty of Rs. 50/- to Rs. 100/- for the delay of every 30 minutes or part thereof and without prejudice to the liability for termination, forfeiture of deposit and other consequences.

12.0 RISK PURCHASE CLAUSE:

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

13.0 OPERATING AND MAINTENANCE CREWS:

14.1 The agent at his own cost shall maintain experienced Driver holding valid licence.

15.0 EMPLOYMENT/LIABILITY:

15.1 The Agent shall be solely and exclusively responsible for engaging or employing Drivers. All employees engaged by the Agent shall be on his pay roll and be 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 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 shall make regular and full payment of all wages and allowances to its workers/employees. The Agent shall be directly responsible for any disputes arising between him and his employees and keep the Officer-in-Charge indemnified against losses, damages or claims arising thereof including any workmen's compensation etc.

15.2 In case of non-fulfillment of any obligations under the contract or law, the Officer-in-Charge reserves the right to withheld payments due to the Agent.

15.3 OPTCL shall not be any responsible for any type of loss / damage / insurance claim in course of engagement of hired vehicles for OPTCL work purpose.

16.0 MAINTENANCE OF DUTY SLIP / LOG BOOK FOR VEHICLES FIXED DAILY CHARGES BASIS / OUT STATION JOURNEY:

16.1 Duty slip should be maintained by the Agent to record details of use of vehicles which is to be countersigned by the authorized officer of the Company from time to time.

16.2 In case the speedometer of the vehicles does not function for a specific period, the assessed by the Officer-in-Charge whose decision shall be final and hiding on the Agent. The Agent shall arrange to repair / replace the Speedo Meter within 24 hours of any failure failing which hourly deduction will be made as per compensation formula for the period beyond 24 hours, Duty slip shall have to be produced to the Officer-in-Charge or his authorized representative regularly for observation and checking etc.

16.3 The Agent shall further submit relevant duty slip within the first week of following month for verification along with bills for pass and payment.

16.4 Duty slip on completion shall be submitted to the Officer-in-Charge for record. The Agent can have a duplicate copy for his record, if he desires.

17.0 PROVISION REGARDING RECORDING OF LOG BOOK:

17.1 All transactions for the vehicles which are engaged on regular as is are to be maintained in the log book prescribed by OPTCL, instead of duty slip. As this record is an original record, the same is to be handed over to Sr.GM, Telecom, OPTCL, Bhubaneswar after its completion.

17.2 The log book is to be issued to the Agent in favour of officer using the vehicle. The care of log book is the sole responsibilities of the Agent. The transactions recorded in the log books are to be countersigned by the Sr.GM, Telecom, OPTCL, Bhubaneswar for Lot – I vehicle and DGM, Telecom, OPTCL, Cuttack for Lot –II vehicle.

18.0 PAYMENT OF BILLS:

18.1 For vehicles to be provided on as and when required basis the bills are payable once in a month. Bills shall be submitted within first week of the month.

18.2 The toll gate charges and air- port parking charges will be reimbursed by the

- Company. The receipt of payment shall be enclosed along with the bills.
- 18.3 For the vehicles provided on fixed daily charges basis, the bills are payable once in a month. The Agent is required to submit the bills along with the duly slip of the vehicles and any other relevant documents.
- 18.4 The Agent shall submit his bills in triplicate to the Officer-in-Charge or his authorised 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.
- 19.0 ADDITION OR DELETION OF SCOPE:
- 19.1 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.
- 20.0 JURISDICTION OF COURT:
- 20.1 The contract shall be governed by the laws of India and subject to the exclusive jurisdiction of Courts in Bhubaneswar only.
- 21.0 GENERAL:
- 21.1 In case of public strike , the Company shall not be liable to make any payment towards retention charges for the period of absence nor will be liable for any other claim.
- 21.2 The company is at liberty to reject the vehicles found defective during duty time in which case the Agent will be liable for all consequences.
- 21.3 One representative of the Agent shall report to the Officer-in-Charge atleast once every day for collecting report and providing vehicles requirement. He should produce the duplicate copies of the duty slips to the Officer-in-Charge on the journey.
- 21.4 The price quoted shall remain firm during the currency of the agreement.
- 22.0 ARBITRATION:
In the event of any dispute arising out of his contract, the same shall be referred to the Director (HRD) OPTCL, Bhubaneswar or any other officer of OPTCL as may be decided by the Chairman-Cum-Managing Director, OPTCL, Bhubaneswar after due notice of claim and such appointment and the award of the arbitrator shall be final. and binding on arbitration and conciliation Act. 1996. The venue of arbitration will be Bhubaneswar.

Sr.General Manager,
Telecommunication.

SECTION-III

TECHNICAL SPECIFICATION

INFORMATION IN RESPECT OF VEHICLE

Condition:-

The required Diesel & Engine oil will be supplied by the vehicle Owner and cost for the same will be reimbursed during submission of monthly bill. No other expenditure will be entertained. Consumption of Diesel should not be less than 13KM/Ltr and Engine oil of one liter 750Km run of vehicles. All the details of Vehicle should be furnished as per the following tables.

Sl No	Description	Information
1	Type of Vehicle	
2	Vehicle Model No.	
3	Manufacture date of Vehicle	
4	Date of registration of Vehicle.	
5	Registration No. of the vehicle	
6	Road Tax paid up to	
7	Insurance Paid up to	
8	Fitness certificate valid up to	
9	Operational Area	Odisha State
10	Controlling officer	Sr.GM, Telecom., /DGM, Telecom.
11	Consignee.	SGM, Telecommunication Circle, BBSR / DGM, Telecom. Division, Cuttack.
12	Place of use of the vehicle	BBSR / Cuttack
13	Mileage per liter of Diesel.	
14	Mileage per liter of Engine Oil	
15	Whether agreeable to OPTCL terms & conditions	YES/NO

Signature of Agency/Owner

ANNEXURE - I
SECTION- IV

DECLARATION FORM
(TO BE SUBMITTED WITH THE TENDER PAPER)

To

The Sr. General Manager,
Telecommunication Circle,
OPTCL, Bhubaneswar. .

Sub: Tender Notice No. Sr.GM-Telecom-Hire Vehicle- 1/2018

Sir,

Having examined the above tender paper we hereby offer to Supply of One Diesels run light vehicle complete in all aspect to the rates/entered as mentioned in our tender enclosed herewith.

1. We certify to have purchased a copy of tender paper remitting by Bank Draft and this has been acknowledged by you in your receipt No..... Dated.....
2. We enclosed herewith 1% of EMD in shape of Bank Draft in favour of DDO, Telecommunication Circle ,Bhubaneswar. payable at Bhubaneswar.

Bank Draft No.

Dt.

3. We agree to keep the EMD amount as Security if our bid will considered for contract.

Yours faithfully,

Encl: Tender of duplicate

Signature of Tenderer
(withSeal)

ANNEXURE - II

SECTION – IV

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 the 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 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 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 liter of diesel/13 km and 1 liter lubricant/750km 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.

SECTION V

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.	Telecommunication Circle, Bhubaneswar	Bhubaneswar	A/C Indigo or equivalent	1 No.	Sr.GM, Telecom. Circle, BBSR	Sr.GM, Telecom. Circle, BBSR
2.	Telecommunication Division, Cuttack	Cuttack	Nine seated A/C Bolero or equivalent	1 No.	DGM, Telecom., Division, Cuttack	DGM, Telecom. Division Bhubaneswar.

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.

Sr.General Manager

Telecommunication.

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:	YES/NO
8	Copy of PAN Card with self-attestation furnished :	YES/NO
9	Copy of GST Registration Certificate,	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	YES/NO
15	Filled in declaration form (Annexure I & II) 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

PART - II

PRICE SCHEDULE.

(TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPESUPERSCRIBING "PRICE BID")

SCHEDULE OF RATE FOR VEHICLES

Sl.No.	Description	Offer of the bidder
1	Type of vehicle	
2	Daily charges 12 Hrs for Local	Rupees
3	Monthly charge for duty 12Hrs per day	Rupees
4	Kilometer charge for outstation journey	Rupees
5	Detention charges (Beyond 12 Hr) Local	
6	Detention charges for outstation journey	

Note :- Evaluation of Price Bid

Evaluation hall be done on the following only.

1. Price offered for monthly charges for duty 12Hrs per day/25days per month, in both word & figure.
2. GST as applicable is to be paid extra..

Signature of the bidder
With stamp

