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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

OFFICE OF THE DEPUTY GENERAL MANAGER (ELECT.),

EHT (O&M) DIVISION, BHADRAK

AT-GRID COLONY, PO-GELPUR,

DIST-BHADRAK, PIN-756181

EMAIL-ehm.div.bhadrak@optcl.co.in

CIN-U401020OR2004SGC 007553,GSTIN-21AAACO7873L1Z6

OPEN TENDER SPECIFICATION FOR TENDER CALL NOTICE NO.01/2024-25

Hiring of Diesel Run Commercial Registered Light Vehicles 9 Seated or 7 Seated Non- AC Bolero or equivalent on Monthly Hired Basis with Daily Hiring Rate for one Year for SDO (Elect.), EHT (O&M) Sub-Division, OPTCL, Bhadrak”

1. SECTION-I: Instruction to tenderers.
2. SECTION-II: General condition of contract
3. SECTION-III: Form of Declaration (A, B & C)
4. SECTION-IV: Schedule of quantity
5. SECTION-V: Price schedule
6. SECTION-VI: Abstract of Terms & Condition.
7. SECTION-VII:-B.G. Format for security Deposit
8. PRICE OF TENDER DOCUMENT: - Rs 2000+ 18% GST=Rs **2,360.00** (Rupees Two Thousand Three Hundred Sixty) only
9. EMD: - **Rs.4670.00** (Rupees Four Thousand Six Hundred Seventy) only
10. COMMENCEMENT OF SALE OF TENDER PAPER- Dated **05.09.2024** (during office hours) only.
11. LAST DATE OF SALE OF TENDER PAPER: - **25.09.2024** up to 12.00PM
12. LAST DATE & TIME OF RECEIPT OF TENDER PAPER - **25.09.2024** up to 2.00PM
13. DATE & TIME OF OPENING OF TENDER PAPER Dt. **25.09.2024** at 3.30PM.



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TENDER CALL NOTICE NO.01/2024-25

Sealed Tenders in prescribed proforma in duplicate are invited from registered travel agency/Private organization/Individual/ owner of the vehicle having GST registration certificate, PAN card for supply of Diesel run hired vehicles as detailed below:

| SI No | Description of work | Quantity in Nos. | Type of vehicle | Cost of tender paper. (Non refundable) | EMD Amount |
|-------|--|------------------|--|--|---------------|
| 1 | Engagement of Hired vehicle for SDO (Elect),EHT(O&M)Sub-Division, Bhadrak. | 01 | 9 Seated or 7 Seated Non- AC Bolero or equivalent. | Rs.2,360/- (Including GST) | Rs. 4670.00/- |

The tender documents can be made available in the office of undersigned on written request and payment of required dues by Bank draft in favour of GM (Electrical), EHT (O&M) Circle, OPTCL, J.Road payable at J.Road.

The Tender bid must be accompanied with EMD Rs.4670/- in shape of DD in favour of GM (Electrical), EHT (O&M) Circle, OPTCL, J.Road payable at J.Road and clear attested photo copies of (i) PAN card of the Tenderer (ii) GST registration certificate of the firm.

1. Cost of tender paper (Non-refundable) : Rs.2, 000/- + GST 18%=Rs.2, 360/-
2. Sales of Tender Paper from : Dt. 05.09.2024 to Dt. 25.09.2024 (During office hours).
3. Last date & time of receipt of tender paper : Dt. 25.09.2024 up to 12.00 PM.
4. Date & time of opening of tender paper : Dt. 25.09.2024 at 3.30PM at EHT (O&M) Division, OPTCL, Bhadrak.

The Tender bids will be opened on Dt. 25.09.2024 at 3:30 PM in presence of Tenders or their representatives (one person only with original authorization letter). Incomplete Tender paper & Tenders without EMD shall be rejected. Besides these, the undersigned reserves the right to accept or reject any or all tenders without assigning any reason thereof.

SECTION-I
INSTRUCTION TO TENDERERS

1. The bidders must read in detail the “Instruction to Bidder”, “General terms and conditions” and all other sections carefully before filling the Tender documents. There are seven sections in this Tender Specification.

2. TENDERS:

- a) Bidders must submit their bids in duplicate separately in respect of each station/office with original signature.
 - b) Registered travel agency/Private organization/Individual/ owner of the vehicle having PAN card and GST registration fulfilling other criteria as per the tender document are only eligible to quote. The bidder must have the vehicle at his disposal at the time of bidding.
 - c) Bidders may quote for engagement of one or more vehicles 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 station/office mentioned in the schedule of quantities. The bidder must mention the name of the station /office for which the offer is submitted. [Single registered vehicle can be quoted for single place of use in a tender.](#)
 - d) The vehicle/vehicles proposed for engagement on hire basis should not have more than 02 years old. Newer vehicles may be given preference over older vehicles. Also 9 seated vehicle will give preference over 7 seated vehicle.
 - e) The vehicle shall comply to minimum mileage of 10km/1 litre of Diesel and consumption of lubricant minimum of 1 liter /750 km. However, tenderer quoting for more mileage and less consumption of lubricants shall be given preference. Cost of fuel & lubricant at the above rate shall be reimbursed by OPTCL.
 - f) The vehicle should have commercial registration, valid road permit for all Odisha jurisdiction, valid fitness certificate, valid 1st party insurance, non-pollution certificate and must comply to the relevant clauses of Odisha Motor vehicle act.
 - g) Though the normal headquarter of the vehicle shall be as specified in the tender document, OPTCL may temporarily re-fix 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 hired vehicles Non AC 9 Seated or 7 Seated Non- AC Bolero or Bolero Camper or equivalent for SDO (Elect.), EHT (O&M) Sub-Division, Bhadrak against Tender Call Notice No. 01/2024-25” due on dt.25.09.2024** at 3.30P.M for opening and addressed to the **Deputy General Manager (Elect), EHT (O&M) Division, OPTCL, Bhadrak.**
 - 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 (attach address proof), phone No. /FAX No. must be mentioned in the application requesting for Tender document and on the Tender Bid. The Tender submitted in person is to be dropped in the Tender Box. Tender received after due date and time will not be considered. The authority will not be responsible for receipt of Tender after due date and time due to postal delay or any other reasons.
 - l) Conditional offers will not be accepted.
 - m) If the last date of receipt of tender and its opening is a holiday, it will received and opened on the next working day in same time.
3. **(A) EARNEST MONEY DEPOSIT (EMD):-** The tender must be accompanied with Rs.4670.00 towards the Earnest Money deposited (EMD) in shape of DD in favour of **GM (Electrical), EHT (O&M) Circle, OPTCL, J.Road payable**

at J.Road otherwise tender will be out rightly rejected . The EMD of the unsuccessful bidder will be returned after finalization of tender. The EMD of the successful bidder will be returned only after satisfactory execution of order and signing of contract agreement and completion of contract period in case of successful bidder fails to execute the order satisfying all terms and conditions and scope of work within stipulated date mentioned in the order, the EMD will be forfeited. No interest shall be paid on E.M.D.

3. (B) ESTIMATED COST: - Rs. 4,66,729.00 (Excluding all taxes but including GST).

4. FORFEITURE OF E.M.D.:

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

5. INFORMATION OF COMPETITORS: Bidders have right to know information on Competitors only at the time of opening of the bids. No further information on competitors shall be provided at any other point/stage of the tender without prejudice to Right to Information Act- 2005.

6. OPENING OF TENDERS:-

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

13. Out right rejection: -

The tenders shall be out rightly rejected if they do not comply with all general terms & conditions (Section-II) along with the following requirements and in the event of non submission of the following documents and declaration (As per clause no.14 to 16 of section-I).

14. Compliances:

- i) Tenderer should purchase the relevant Tender specification from the office of the DGM (Elect.), EHT (O&M) Division, OPTCL, Bhadrak and indicate the money receipt No and date of this office in the tender. Other mode like downloaded paper from website will 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 telegraphically or by fax.
- iv) Tenders shall be accompanied with the prescribed earnest money deposit/attested Xerox copies of proof of exemption for furnishing the E.M.D. if any.

- v) Tenders shall be kept valid for a minimum of 180 days from the date of opening of tender.
- vi) Tender shall not be conditional or incomplete in any shape.
- vii) Tender should be submitted along with requisite amount of E.M.D in the manner specified in the Tender specification.
- viii) There should not be any violation of conditions set forth and provided in the tender specification.
- ix) The vehicle/vehicles proposed for engagement on hire basis should not be **older than 02 years on the date of publication of tender.**
- x) The vehicle should have valid taxi permit for operation throughout Odisha.
- x) Price bid should be strictly as per the prescribed format (Annexure-I).

15. 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) Pan card,
- ii) GST Registration certificate.
- iii) R.C. Book/Books of the vehicle/vehicles proposed to be engaged.
- iv) Valid taxi permit 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.
- viii) Copy of 3rd party agreement executed on non judicial stamp paper of Rs.100/- between vehicle owner & travel agency and original to be shown before finalization of tender.
- vii) Valid 1st party insurance certificate, Up to date road tax clearance certificate. Duly filled up abstract of terms and conditions.

16. DECLARATION

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

- A. The tender call notice shall form part of the tender specification.
- B. 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.

SECTION II
GENERAL TERMS AND CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK & GENERAL CRITERIA

- (a) Providing, maintaining and operating Diesel run commercially registered light vehicle Non- AC 9 Seated or 7 Seated Bolero or Bolero Camper or equivalent (as per the schedule of section-IV) on monthly hiring basis for a period of one year along with professionally licensed experienced driver to run the vehicle.
- (b) **The vehicle proposed to be provided should not be older than 02 year on the date of publication of tender.**
- c) The vehicle to be engaged shall be required for transportation of OPTCL employees generally within the jurisdiction of the circle and at times within the state of Odisha. The vehicle may be required to move in Kacha road as required.
- 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 monthly rates to be quoted shall be inclusive of salary and perks of driver and also the cost of maintenance of vehicle, Road tax, registration and insurance charges etc.
- e) The bidder shall supply diesel and lubricant for running of the vehicle, which shall be reimbursed by OPTCL as per the contract.
- f) The vehicle should have taxi permit and 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 vehicle 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. 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.
- m) The vehicle once contracted for duty to OPTCL shall not be used for private/ personal use of bidder or anybody else.
- n) The vehicle shall be available for duty for 12 hours a day normally between 8AM to 8 PM or as directed by the user as per the rate specified. The vehicle should also be available for duty beyond normal hours at extra price as per the contract.
- o) Cost of fuel and lubricant shall be reimbursed for Kms travelled from the Head Quarters for use by OPTCL only. The Kms. travelled for maintenance and to and from halting garage shall be to owner's account.
- p) The bidder must comply with Odisha Motor vehicle Act, contract labours 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 in the following format.
- 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.

u) The driver of the vehicle should be of good health, good conduct, reliable sober in nature & free from bad habits of any type of intoxication. He must possess all the relevant papers of the vehicle for producing the same, before the law enforcing authority as & when required. In the event of any complain made against the deployed driver, immediate arrangement should be made to replace him with a well behaved, efficient driver. 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.

v) In the event of failure to supply the vehicle on any reason on any day during the contract period & failure to provide the equivalent substitute vehicle in lieu of that, a penalty amount of Rs.1000/- for Non AC pick up Van/Bolero/Equivalent only per day shall be imposed on the Travel Agency/Owner. If Agency/Owner desires to withdraw the vehicle, he should give one month notice with sufficient reason to the authority with whom the agreement made for deployment of vehicle, failing which a penalty amount to one-month hire charge shall be imposed on the Agency/Owner.

w) The successful Travel Agency/Owner has to execute an agreement on a non judicial stamp paper of minimum value of Rs. 100/- with the concerned paying officer after receipt of work order & furnishing security deposit before providing the hired vehicle under our general terms & conditions stipulated for the purpose. The Agency/Owner is also to produce the original documents for verification as per clause 15 of section-I (Instruction to bidders) at the time of agreement.

(x)(i) If the owner/Travel agency will not engage the vehicle as per the work order within 07 days w.e.f the date of contract, the contract deemed to be cancelled without further notice as the work is emergency in nature.

(ii) Any complain by Engineer-In Charge regarding frequent change of vehicle, Driver, in-time fueling & withdrawn of vehicle /attending duty may be taken as seriously & contract deemed to be cancelled without further notice as the work is emergency in nature.

(iii) The ordered vehicle shall not be altered within contract period unless complete breakdown of vehicle due to accident or mechanical problem/stolen of vehicle etc and approval of competent authority. If the agency /owner of vehicle fail to provide the vehicle, the work order will be cancelled & EMD so deposited will be forfeited. The said agency/owner of vehicle will be blacklisted/debarred at least for a period of 02 years for upcoming tenders of OPTCL.

iv) In case the bidder offered vehicle not owned by them, then a power of attorney & an agreement copy with vehicle owner will be made in proper format and should valid for at least 16 months from the date of opening of bid.

(v) It should be noted that though the vehicle 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.

(vi) If required, engagement of vehicle in Sundays and holidays can't be refused by the Travel agency/Owner otherwise necessary action will be taken by undersigned.

2. **Price:-**

a) The price quoted by the firm (daily hire charges for a month) shall remain firm during the currency of the contract which shall be ordinarily for **one year** and may be extended for a further period on mutual consent. The work order will be issued for 1st year, if satisfactory we may extend the contract for next period. The rate of mileage and consumption of lubricants shall also remain firm during the currency of the contract. The daily hire charges for a month except Sunday & holidays shall be inclusive of salary of driver, cost of maintenance of the vehicle, cost of registration, permit, insurance and any other such costs incidental to running of the vehicle but exclusive of cost of fuel and lubricants which shall be reimbursed by OPTCL as per the contract.

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

3.0 **PERIOD OF CONTRACT:-**

3.1 The period of contract shall be for **one** year from the date of issue of work order. On successful completion of the contract, if the company so desires, the same may be extended for further period on mutual consent.

3.2 The company reserves the right to terminate the contract without assigning any reason thereof, at any time during currency of contract by giving 30 days' notice of its intention to do so. In the event of any such termination of the contract the owner/agency shall only be entitled to all the amount for services actually provided under the contract till the termination of the contract subject to deductions, if any, under the terms of contract. No other claims can be allowed for consideration.

3.3 In case of failure by the owner/agency to fulfill his contractual obligation or /and unsatisfactory services of the driver/vehicle, the officer-in-charge reserves the right to rescind the contract immediately and the security deposit shall be forfeited in addition to any additional liability on the agency/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:**

(A) Tenderer are required to submit EMD amounting to **Rs 4670.00** in the shape of Demand Draft drawn in favour of **GM (Electrical), EHT (O&M) Circle, OPTCL, J.Road payable at J.Road**. EMD in the form of Demand Draft should be submitted along with Technical Bid/tender. Offers without EMD are liable to be rejected outright. The EMD of unsuccessful bidders will be released after finalization of the Tender and for successful bidder after deposit of security amount. EMD will be forfeited if the successful bidder fails to supply vehicles as per terms of contract. EMD shall also be forfeited if any bidder withdraws its bid before finalization of tender.

6.0 **SECURITY DEPOSIT:** Successful bidders will be required to deposit **10 % of the monthly contract value (25 days X daily charges) towards security deposit**. The security deposit will not carry any interest and will be refunded only after satisfactory execution of the contract and after adjustment of any dues. The security deposit shall be deposited with the respective paying officers either in the shape of Demand draft or by B.G. in the prescribed format.

7.0 **RUNNING AND MAINTENANCE OF VEHICLES SUPPLIED ON FIXED MONTHLY CHARGES:-**

7.1 The movement of the vehicle may be throughout the state of Odisha, but ordinarily within the jurisdiction of EHT (O&M) Circle Jajpur Road which covers the district of Jajpur, Balasore, Bhadrak, Mayurbhanja, Keonjhar, Dhenkanal and headquarter office at Bhubaneswar in the district Khurda.

7.2 The vehicles are required to be in service/operation for a minimum of 12 hours daily excluding Sundays and Holidays, and shall operate as per time schedule and instruction of Officer-in-charge or his authorized representatives which is normally from 8AM to 8PM. The controlling officer may however reschedule the time schedule as per requirement. 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 Agency/ owner. Procurement of fuel, lubricants, spare parts etc. will be arranged by the Agency/ 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 Agency'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 Agency has to make his own arrangement to procure fuel, lubricants, spare parts etc. on account of repair etc. If the vehicle is sent to Garage or Petrol Tank, the Agency 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 **10 km/1 litre of Diesel** and consumption of lubricant minimum of **01 litre /750 km.**

8.0 USE OF VEHICLE:

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

8.2 The Agency /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 Agency/owner shall be responsible for the proper behaviour of all persons employed by him and have control over them. Without prejudice to the generality of above, the Agency/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 neighbourhood or the occupant's users of the vehicles. In the event of such employees so trespassing, the Agency/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 Agency.

9.0 STAUTORY LAWS:

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

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

10.0 TAXES/INSURANCE/PERMITS:

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

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

10.3 Agency/owner shall have paid all permits as per statutory provisions.

10.4 Agency /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 Agency/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 Agency shall provide replacement of an equally good vehicle immediately failing which the company will treat the vehicle not on job for the aforesaid period and will deduct from his bill/ security deposit the differential cost of hiring an alternate vehicle for the absent period without prejudice to any other rights under the contract including termination and consequences. Such cases shall be considered as poor performance of the contract. However if the vehicle is requisitioned by the R.T. Authorities/ Law and Order authorities for use in public service, no penalty shall be deducted. However proportionate hire charges of the vehicle for absent period shall be deducted without prejudice to any other rights under the contract including termination and consequences.

- 11.2 In case of hijacking or accident, the absence from duty shall be to the owner's / agency's account and failure to provide suitable alternate vehicle under the same terms & conditions, penalty and recovery shall be made as per clause.
- 11.3 In case of any damage caused by the vehicle or to the vehicle and the people including those in the vehicle shall be to the agency/owner's account.
- 12. RISK PURCHASE CLAUSE:**
In case the Agency/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 engaged Agency.
- 13. OPERATION AND MAINTENANCE CREWS:**
The Agency/owner at his own cost shall maintain experienced Driver holding valid license.
- 14. EMPLOYMENT / LIABILITY:**
- 14.1 The Agency /owner shall be solely and exclusively responsible for engaging or employing drivers. All employees engaged by the agency /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 agency or of the owners of the vehicle. The agency/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 Agency/owner shall make regular and full payment of all wages and allowances to its workers/ employees. The Agency/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-fulfilment of any obligations under the contract or law, the Officer-in- charge reserves the right to withheld payments due to the Agency/owner. The Agency/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. MAINTENANCE OF SPEEDOMETER**
- 15.1 It is the responsibility of the owner/agency to maintain the speedometer of the vehicle in proper condition.
- 15.2 In case the speedometer of the vehicles does not function for a specific period, the decision of the Officer – in – Charge shall be final and binding. The Agency/owner shall arrange to repair / replace the Speed meter within 24 hours of any failure.
- 16. PROVISIONS REGARDING RECORDING OF LOGBOOK:**
- 16.1** All transactions for the vehicles are to be maintained in the log book daily prescribed by OPTCL. The care of log book is the sole responsibility of the Agency/owner/driver. The transactions recorded in the log books are to be countersigned by the concerned officer using the vehicle. The logbook is to be maintained on daily basis & to be produced as & when demanded by officer on charge for verification. The same should also be submitted in original along with the bill. The original logbook(s) for the contract period will be property of OPTCL. The agency may keep the duplicate copy.
- 17. PAYMENT OF BILLS:**
- 17.1 Bills shall be submitted within first week of the month.
- 17.2 The toll gate charges and airport/railway parking charges will be reimbursed by the OPTCL. The receipt of payment shall be enclosed along with the bills.
- 17.3 The Agency/owner shall submit bills in triplicate to the officer- in- charge or his authorized representatives with relevant documents in proof of carrying out the work including certified copies of the Log Book extract to the best satisfaction of the Company as required by the Officer- in -charge in support of claims preferred in the bills.
- 17.4 Payment shall be made after deduction of statutory taxes.
- 17.5 The bills shall be submitted to the respective controlling officers. Payment shall be made by the paying officers.

18. **ADDITION OR DELETION OF SCOPE:** -The Scope of the work/ services may be altered in quantum as per exigencies of work. The Agency/owner shall accordingly provide services as may be required by the Officer-in-Charge on being given a notice of 15 days.

19. **JURISDICTION OF COURT:**

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

20. **GENERAL:**

20.1 In case of public strike/ bandh, the Company shall not be liable to make any payment towards retention charges for the period of absence nor will be liable for any other claim.

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

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

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

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

21. **ARBITRATION:**

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

SECTION III

(A) FORM OF DECLARATION /UNDERTAKING

1. We have gone through the tender specification and undertake to comply the following in the event of OPTCL deciding to place orders on us for award of contract.
2. Submit all original documents as per the tender documents for verification shall supply the vehicle along with driver for duty at the designated headquarters within 7 days of receipt of order. Shall submit the valid license of the driver for verification. Shall make the driver and vehicle available for duty during normal as well as beyond normal hours as per requirement. The cost of salary and any other statutory dues of driver shall be borne by us and OPTCL shall in no way responsible in the matter of employment or compensation what so ever pertaining to the driver. Shall be responsible for any other compensation arising out of Odisha Motor vehicle act. Shall be responsible for all cost and expenses arising out of running and maintaining the vehicle/ vehicles, except hire charges. Cost of reimbursement of fuel and lubricants and extra charges towards detention charges beyond 12 hours and night halt charges at places other than the normal headquarters which shall be borne by OPTCL. Shall accept change of headquarters as and when required by OPTCL in the interest of work. The reimbursement of cost of fuel shall be 10km/1 litre of Diesel and 1 litre lubricant / 750km. Shall provide alternate vehicle of similar model as per the tender under same terms and conditions immediately, in case the original vehicle is not available due to repair or any other reason. Shall supply alternate driver with valid suitable license in the event of non-availability of original driver. Shall abide by the penalty and compensation clause of the tender specification. The cost of repair of the vehicle shall be to our account. Shall abide by all other conditions of the tender document. Shall abide by all valid conditions laid out by OPTCL subsequently not included in the present terms & conditions.

Name of the signatory

Seal

Signature of the bidder

Date

(B) INFORMATION IN RESPECT OF VEHICLE.

| | |
|--|--|
| Name of the Bidder | |
| Status of the bidder (Travel Agency/Individual/Organization) | |
| Name of the Owner | |
| Model of the vehicle with seating capacity | |
| Year of Manufacturing & Date of Registration | |
| Registration No. | |
| Commercial License | |
| Fitness Certificate | |
| Road tax paid up to | |
| Validity of Insurance up to | |
| Pollution certificate up to | |

Name of the signatory

Signature of the bidder.

Seal

Date.

(C) BIDDER'S INFORMATION

| Sl. No | The bidder shall furnish general information in the following format | |
|---------------|---|--|
| 1 | Name of the Bidder* | |
| 2 | Address: * | |
| 3 | City* | |
| 4 | Pin code* | |
| 5 | Contact Person's Name:-* | |
| 6 | Telephone No. Office & Residence (Land line).* | |
| 7 | Mobile | |
| 8 | Fax no. | |
| 9 | Email:-* | |
| 10 | GSTIN Regd. No.* | |
| 11 | PAN No.* | |

- *Mark fields are mandatory to be filled up.
- N.B:- Proof of identity & address must be attached (like Aadhaar Card/Voter ID card & lease agreement with house owner/Municipality tax /Electricity bill/Telephone bill).

Signature of the bidder

SECTION IV

SCHEDULE OF QUANTITY OF VEHICLE

| SI No | Name of the Users/station | Headquarter | Type of vehicle | Name of the Controlling Officer | Name of Paying Office |
|--------------|--|--------------------|--|--|--------------------------------------|
| 1 | SDO (Elect), EHT (O&M) Sub-Division, Bhadrak. | Bhadrak | 9 Seated or 7 Seated Non- AC Bolero or equivalent | SDO (Elect), EHT (O&M) Sub-Division, Bhadrak. | D.D.O., EHT (O&M) Circle, J.Road. |

SECTION V

PRICE SCHEDULE

Separate Sheet is attached for Price bid.

SECTION-VI
ABSTRACT OF TERMS AND CONDITIONS

(This Performa 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: (Agreed to tender specification) | YES /NO |
| 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 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&C) 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