



ODISHA POWER TRANSMISSION CORPORATION LIMITED
(A Government of Odisha Undertaking)
CIN-U40102OR2004SGC007553

OFFICE OF THE SUPERINTENDING ENGINEER(CIVIL)
CIVIL WORKS CIRCLE,BHOINAGAR,BHUBANESWAR-751022
Phone No:0674-2545489 , Mail :cvl.cle.bbs@optcl.co.in

No

dated

TENDER CALL NOTICE No 1 of 14-15

Sealed tender are invited from the reputed travel agencies for providing A/C Indigo vehicle on hire basis to the office of the S.E.(Civil),Civil Works Circle at Bhubaneswar. The terms & conditions of the tender can be obtained from the office of the S.E.(Civil),Civil Works Circle, Bhubaneswar on all working days between from 19.11.2014 at 11.00 AM to 1.00 PM up to 28.11.2014 on payment of Rs 2100/- (Rupees Two Thousand and One Hundred) only in cash including VAT @5% (Non-refundable) at O/o the S.E.(C),Civil Works Circle,Bhubaneswar-22. The tenders are to be submitted in sealed cover to the S.E.(Civil),Civil Works Circle, Bhubaneswar-22 on or before 28.11.2014 by 1.30 PM. The tender shall be opened on the same day at 4.30 PM in presence of the tenderer or their authorized representative. For details please visit our website: www.optcl.co.in

The authority reserves the right to reject any or all tenders without assigning any reason thereof.

Corrigendum if any will be published in the website only

Superintending Engineer (Civil)

Memo No

dated

Copy Submitted to C.G.M. (O&M), OPTCL, Bhubaneswar for information and necessary action.

Superintending Engineer (Civil)



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From:

Superintending Engineer (Civil) ,
Civil Works Circle,OPTCL, Bhubaneswar.

To:

Sub.: Supply of A/C INDIGO vehicle on hired basis to OFFICE OF THE SUPERINTENDING ENGINEER (CIVIL), CIVIL WORKS CIRCLE, OPTCL, BHUBANESWAR

Dear Sir,

We invite your competitive offer for the above mentioned subject.

Terms and conditions of the contract shall be as per ANNEXURE-I and schedule of rate shall be as per ANNEXURE-II. The offer should be submitted in two sealed envelopes.

1.0 FOR TECHNICAL BID:

- 1.1 One copy of the Annexure-I and Annexure-II (Blank) duly signed on each page should be submitted as a token of acceptance of the terms and conditions.
- 1.2 The technical bid should be submitted in a sealed cover super scribed "Supply of vehicle contract-2014. Technical Bid".
- 1.2 The following details should be furnished in the Technical Bid.
 - a) Copy of orders for providing hired vehicles to any other office/Departments .
 - b) Number of vehicles at your custody.
 - c) Copy of FIRM Registration Certificate.
 - d) Proof of Income Tax clearance © of PAN Card.
 - e) Undertaking to be given by the Agency that the vehicles to be provided are having valid Taxi permit.
 - f) Tenderer should submit **EMD of ₹ 3100/-** on any Schedule Bank in Bhubaneswar by way of Demand Draft drawn in favour of **Superintending Engineer (Civil),Civil Works Circle,OPTCL,Bhubaneswar**
 - g) Copy of Service tax Registration certificate and up-to-date clearance for fy 2013-14.

2.0 COST OF FUEL / LUBRICANTS DETENTION CHARGES ETC.

- 2.1 The Agency shall be reimbursed cost of fuel @13KM run per liter of fuel including the cost of hire charges per day. Further one liter of Mobil in every 750 KM run of the vehicle will be reimbursed.
- 2.2 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.

Cont.....2.

3.0 FOR PRICE BID

- 3.1 The agency should quote the rate inclusive of all taxes & cess strictly as per Annexure-II in a separate scaled cover and duly signed and Superscribed "Supply of Vehicles Contract- 2014 PRICE BID".
- 4.0 The Tender should be submitted to the Superintending Engineer(Civil),Civil Works Circle,OPTCL,Bhubaneswar-22 on or before 28.11.2014 at 1.30 P.M. and to be opened at 4.30P.M. on the same day. The Tenders received late or with any deviation are liable to be rejected.
- 5.0 If the Tender fails to furnish the details of the Technical Bid, the Tender will be rejected and the PRICE BID in original will be sent back to the Tenderer un-opened.

Thanking you,

Yours faithfully,

Encl.: As above:

Superintending Engineer (Civil)

ANNEXURE-I

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR HIRING OF VEHICLES

1.0 DEFINITION 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:

The work involves:

- a) Providing, maintaining Diesel vehicles on fixed daily hire charges basis.
- b) Providing of Diesel Luxury A/c Cars etc.as indicated in Annexure-II in good running conditions . The Cars provided should not be more than three years old from the date of its manufacture.
- 2.1 The Agent should have the capability to provide 5 (Five) Nos. of vehicles at a time as and when required.
- 2.1 The Agent should have relevant experience of satisfactory supply of vehicles to any reputed organization with sufficient proof (proof to be enclosed).

3.1 PERIOD OF CONTRACT:

- 3.2 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.
- 3.3 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 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.
- 3.4 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.

4.1 RIGHT OF ACCEPTANCE OR REJECTION OF TENURES:

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

5.1 EARNEST MONEY DEPOSIT:

Tenderer are to submit interest free **EMD of ₹ 3100/- (Rupees Three Thousand One Hundred) only** in shape of Demand Draft only drawn in favor of **Superintending Engineer(Civil),Civil Works 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.

Cont....P-2.

whichever is earlier. EMD will be forfeited if the successful bidder fails to supply vehicles as per terms of contract.

6.0 SECURITY DEPOSIT:

Successful bidders will be required to deposit an amount of ₹ 3100/- (**Rupees Three Thousand One Hundred**) only 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.

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

7.2 For vehicles provided on daily hire charges basis, the vehicles are required to be in service / operation for a minimum of 12 hours daily including Sundays and Holidays if required and shall operate as per time schedule and instruction of Officer-in-Charge or his authorised representatives. If it is less than 6 hours payment shall be made 50% of the charges per day.

7.2 The Agency should maintain proper records of Drivers attendance and payment made to them and such records should be made available to the company for scrutiny as and when required. The Agency shall be responsible for all sorts of statutory payments to the Driver employed by him.

7.3 The vehicle shall be kept in good running condition at all times by the Agent. Procurement of fuel, lubricants, spare parts etc. will be arranged by the Agent at his own cost. Maintenance repair frequent check-up servicing over hauling payment of wage to Driver will be the Agent's responsibilities and no claim whatsoever on this will be entertained.

7.4 Normal maintenance kit, first-aid box etc. shall be always made available with the vehicle by the Agency.

7.5 Agent has to make his own arrangement to procure fuel, lubricants,& spare parts . 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.

7.6 Payment under schedule of rates is applicable only after reporting the vehicle at office of OPTCL, Bhubaneswar or any specified place.

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 send 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.

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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.

12.1 RISK PURCHASE CLAUSE:

- 12.2 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 MAINTENACE CREWS:

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

14.1 EMPLOYMENT/LIABILITY:

- 14.2 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.

14.3 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.

14.3 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..

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

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

15.2 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 authorised representative regularly for observation and checking etc.

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

15.4 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.

16.1 PROVISION REGARDING RECORDING RECORDING OF LOG BOOK:

16.2 All transactions for the vehicles which are engaged on regular as is are to be maintained in the log book prescribed by OPTCL, Bhubaneswar instead of duty slip. As this record is an original record, the same is to be handed over to O.S.D (Transport) after its completion.

16.3 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 officer of Head quarters office Transport Wing.

17.1 PAYMENT OF BILLS:

17.2 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.

17.3 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.

17.4 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.

17.5 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.

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18.1 ADDITION OR DELETION OF SCOPE:

18.2 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.

19.1 JURISDICTION OF COURT:

19.2 The contract shall be governed by the laws of India and subject to the exclusive jurisdiction of Courts in Bhubaneswar only.

20.0 GENERAL:

20.1 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.

20.2 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.

20.3 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.

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

21.0 ARBITRATION:

In the event of any dispute arising out of his contract, the same shall be referred to the C.G.M(O&M),OPTCL,Bhubaneswar or any other officer of OPTCL as may be decided by the Chairman-Cum-Managing Director, OPTCL, Bhubaneswar. The decision of the officer shall be final and binding on the Agent. Arbitration and reconciliation act 1996 may apply. The venue of arbitration will be Bhubaneswar.

Superintending Engineer(Civil)
CWC,Bhubaneswar

ANNEXURE-II

SCHEDULE OF RATE FOR VEHICLES

SCHEDULE OF RATE FOR VEHICLES

Sl.No	Type of vehicle	Daily charges 12 Hrs for Local	Detention charges (Beyond 12 Hrs)Local	Kilometer charge for outstation journey	Detention charges for outstation journey
1	INDIGO A/c				

Signature of the bidder
With stamp