



ODISHA POWER TRANSMISSION CORPORATION LTD.
OFFICE OF THE DY GENERAL MANAGER(ELECT.)
EHT(O&M)DIVISION, DHENKANAL.
AT-Ananda Nagar, Po-Dhenkanal, Dist-Dhenkanal, PIN-759001.
PH. NO. 06762-243513 ,
Email: ehm.div.dkl@optcl.co.in

TENDER SPECIFICATION
NO-03/2018-19.

FOR HIRING OF DIESEL RUN COMMERCIAL REGISTERED 09 SEATED NON-A/C BOLERO / EQUIVALENT ON MONTHLY BASIS WITH DAILY HIRING RATE FOR ENGAGEMENT AT T.L.S/D, OFFICE, DHENKANAL, KAMAKHYANAGAR, KHAJURIAKATA & KHARAGPRASAD UNDER EHT(O&M)DIVISION DHENKANAL FOR THE PERIOD TWO YEAR.

SALE OF TENDER SPECIFICATION:	DT-02.03.2019.
LAST DATE SALE OF TENDER SPECIFICATION:	DT-11.03.2019.
LAST DATE OF SUBMISSION OF TENDER:	DT-12.03.2019.
DATE OF OPENING OF TENDER:	DT-12.03.2019.
COST OF TENDER PAPER:	Rs. 2000.00 + 12% GST(Rs 2240.00)

NO. EHT(O&M)/DIVISION/...../DT.....

ISSUED TO,

M/S.....

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CONTENTS

1. SECTION-I	Instruction to tenderer.
2. SECTION-II	General Terms & Condition of contract.
3. SECTION-III	Technical Specification.
4. SECTION-IV	Price Schedule.
5. SECTION -V	Form of Declaration/Undertaking
6. SECTION -VI	Abstract of Terms and conditions
7. Price of tender Document	Rs. 2000 /-+ 12 % GST = 2240 /- (Rupees Two thousand two hundred fourty) only
8. COMMENCEMENT OF SALE OF TENDER PAPER.	From dt.02.03.2019 to dt.11.03.2019 AT EHT (O&M) Division, Dhenkanal. (During office hours)
9. LAST DATE & TIME OF RECEIPT OF TENDER PAPER.	dt.12.03.2019 (Up to 1.00 P.M.) AT EHT (O&M) Division, Dhenkanal.
10. DATE & TIME OF OPENING OF TENDER	dt.12.03.2019 at 4.00 P.M. AT EHT (O&M) Division, Dhenkanal.

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.
2. **Scope-**
 - a) The vehicle will engage on daily payment basis for working Days only. No payment will be given in any public holidays & Sunday. If controlling officer or higher authority under this circle may use the vehicle for official purpose on public holidays & Sunday, in such situation the payment will be made on per day rate. It can't be refused by the Travel agent/Owner otherwise necessary action will be made by undersigned.
 - b) Providing, maintaining and operating Diesel run light commercially registered light vehicles as following on monthly hiring basis @ per day payment basis for a period of one year along with professionally licensed experienced driver to run the vehicle.
 - c) 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 15days 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.
 - d) 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 13months from the date of opening of bid. Else the bid will be rejected.
 - e) The ordered vehicle will not be changed within contract period. (Only changed in Accident, burnt, theft, breakdown [non repairable case] with supporting documents).
3. **Submission & Opening of Tenders:-**

The bidder has to submit all the documents as mentioned in Clause No.07 of SECTION-I. Also the documents must valid on the date of opening of tender should be submitted along with tenders, failing which the tender will be rejected. The bidder or their authorized representatives should produce the original documents mentioned in Clause No.07 of SECTION-I for verification at the time of opening of the tender. Those who fail to produce the same and found not to be valid on the date of opening of tender not matching with the Xerox copy submitted by the bidder; their tenders will be out rightly rejected. In case if only one bidder participate in the tender process or nature of urgency of work (decided by this office), then undersigned may consider the case (*but not mandatory) & he will be given a chance to produce original documents in this office within one week from the date of opening of the tender.
4. **Validity:**

The Tenderers are requested to keep the validity of their offer for a period of 6 months from the date of opening of tender.
5. **EMD:**

The tenderers are requested to deposit **EMD @1%** of quoted value (**i.e. Per day x 30 days x 12 months**) in shape of Cash /B.D. Drawn in favour of Dy. General Manager, EHT (O&M) Division, Dhenkanal. The tender without EMD will be liable for rejection. The B.D / money receipt for the EMD should be enclosed along with original tender paper. The EMD of the unsuccessful Bidders will be returned after finalization of tender. The EMD of the successful Bidders will be returned only after satisfactory execution of order and signing of the contract agreement and completion of contract period. In case of successful Bidder fails to execute the order satisfying all terms & conditions & scope of work within stipulated date mentioned in the date of order, the Earnest Money Deposit will be forfeited. No interest will be paid on the EMD.
6. **SECURITY DEPOSIT:-**

The EMD amount deposited, will be treated as Security Deposit or EMD will be Returned on deposit of requisite Security money if the bid will be considered for contract. No Interest shall be paid to the contractor towards the security deposit so deposited by the Contractor. The security deposit shall be released after expire of Hire period. In case of Non fulfilment of contractual obligation, the said amount will be forfeited.

7. DOCUMENTS:-

- i) Registration of Travel agency/ copy of Registration certificate of vehicle issued by RTO in name of the Agency/Owner.
- ii) Service Tax Registration Certificate from the Central Excise Deptt.
- iii) Valid PAN/ TIN.
- iv) Copy of valid State Road permit to run the vehicles within the Odisha.
- v) Copy of the valid First Party Insurance
- vi) Copy of contract carrying certificate/ Taxi permit
- vii) Copy of valid non-pollution certificate.
- viii) Copy of fitness certificate.
- ix) Copy of upto date Tax payment.
- x) Driving license of driver.

(B) The following documents will be required at the time of agreement to verify by the Engineer-In-Charge.

- i) Make, type and date of manufacture of the vehicle.
- ii) R.C. Book in Original
- iii) Contract carrying license in Original
- iv) First party insurance of vehicle in Original
- v) Name of the Driver & attested copy of his valid commercial driving license/ badge in Original
- vi) All Odisha permits with documentary proof.
- vii) An undertaking to run the vehicle on all roads of Odisha.

8. Tender should be prepared clearly and without any overwriting and corrections. Erasing and other changes shall bear the dated initial of the person signing the Tender.
9. The type and Regd. No. of vehicle mentioned in the respective tenders will only be accepted for taking on hire. Subsequent change of vehicle will normally not be allowed.
10. The bidder shall sign on all pages of the tender document as a token of acceptance of all terms and conditions thereof and submit his quotations therein.
11. The bidder shall quote the rates in the Price Bid of the tender documents. The rates quoted should be including of all taxes and duties but exclusive of Service Tax.
12. Request from the bidder in respect of additions alternations, modifications, corrections of either terms or conditions or rates after opening of the tender will not be considered.
13. 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. Also the undersigned may modify the assigned station for staying of vehicle as per requirement. The vehicle may also assign for all Sub-divisions, Divisions & Offices as per requirement whenever necessary.
14. 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.
15. The concerned Divisional Head & Circle Head may also allot the vehicle temporarily for any other work of the organization.
16. The driver should always carry a mobile telephone, (at the cost of the bidder) for communication.

17. ARBITRATION:-

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 Bhubaneswar.

18. EMPLOYMENT / LIABILITY:-

The Agent/owner shall be solely and exclusively responsible for engaging or employing Drivers. All employees engaged by the agent/owner shall be on his pay roll and paid by him. The company will have no liability what so ever concerning the employees of the Agent or of the owners of the vehicle. The Agent/owner shall indemnify OPTCL against all loss or damage arising out of or in the course of his employing persons or out of his relations with his employees. The Agent/owner shall make regular and full payment of all wages and allowances to its workers/ employees. The Agent/owner shall be directly responsible for any disputes arising between him and his employees and keep the officer-in-charge indemnified against losses, damages or claims arising thereof including any workmen compensation etc.

19. MAINTENANCE OF SPEEDO METER:-

It is the responsibility of the owner/agent to maintain the speedometer of the vehicle in proper condition. 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 Agent/owner shall arrange to repair / replace the Speed meter within 24 hours of any failure.

20. A Travel Agent/ Owner of Vehicle should purchase one Tender Specification for each Vehicle. A Travel Agent/Owner of Vehicle can't apply for Two or more Vehicles by purchasing one Tender Specification, otherwise the tender will be rejected. Bidder/bidders with one vehicle may not participate with more than one stations, else rejected.

21. Out right rejection:

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

SECTION II
GENERAL TERMS AND CONDITIONS OF CONTRACT

1. The vehicle will be at the disposal of the concerned Divisions/ Sub-Divisions/Circle with whom the contract agreement will be executed. The vehicle has to be made available round the clock at the disposal of the user. The driver has to make himself available beyond office hours if called for in any occasion. The vehicle will run on all Odisha Roads as and when desired by the authority.
2. The contract shall be valid only for a period of 24 (Twenty four) months from the date of execution of agreement. The department reserves the right also to terminate the contract at any time during the contract period without assigning the reasons thereof. The contract may be further extended for another one or part of year (if the Authority desires) on satisfactory performance of the vehicles.
3. The Fuel (Diesel) and Engine Oil required for the vehicle for department use shall be reimbursed by OPTCL as detailed below. All other expenses like replacement of Gear/Break oil, replacement of spare parts, maintenance charges etc., are to be borne by the Travel Agency/Owner of the vehicle. (i) Engine Oil – One Ltr. on every 750 KM of running. (ii) HSD @ 13 KM/Ltr.
4. The vehicle should be in good condition. The month and year of manufacturing of the vehicle must be on or after as described above. The vehicle is supposed to run on all condition of road including village, Kachha Road, Ghat Roads etc. For this purpose the tire should always be in good condition. No re-treading tyre will be allowed on front wheels.
5. The successful bidder will submit all the records of the vehicles to the undersigned before Agreement. The Technical Head & field Managers / Sub-Divisional Officer will inspect the vehicles in the office premises before engagement.
6. Normal maintenance kit, firefighting equipment, first aid box and one torch light with four cells should always be made available with each vehicle by the Travel Agency/ Owner.
7. The telephonic communication round the clock with the Travel Agent /Owner/Driver should be ensured, so that they can be contacted at any time. For this they have to intimate the contact phone numbers to the Officer-In-Charge.
8. During the contract period, the vehicle shall be exclusively used by OPTCL as per the direction of Officer-In-Charge or his authorized representative. The agent/Owner cannot refuse to the direction by the Officer-In-Charge or authorized representative to send the vehicle to any place inside the State.
9. The hired vehicle should not be used for the purpose other than the OPTCL works during contract period..
10. In case, any vehicle will be requisitioned for Election duty or Polio duty or any other statutory duty by the Government, the Travel Agency/Owner will supply an equivalent substitute vehicle against the requisitioned vehicle, for which no additional agreement will be required. But the Owner of the vehicle has to intimate about the substitute vehicle in written which should be allowed by the Competent Authority. The vehicle, which goes for above duties, will be under the responsibility of the Travel Agency/Owner only.
11. Agent shall comply with all relevant rules and regulations of Motor Vehicle Act applicable at present and may be enforced time to time.
12. Any minor maintenance/periodical check up of the vehicle may be taken up by the Travel Agency /Owner only during idle hours without hampering the departmental works on mutual discussions & relevant permission.

13. In case of major maintenance work, a suitable substitute vehicle of similar condition with one suitable driver is to be provided by the Travel Agency/Owner after taking due permission from the Competent Authority; unless penalty as per Clause No. 19 will be applicable.

Page- 6

14. Payment of all taxes, insurance in respect of the vehicle should be kept up-to date. The hired vehicle should have first party insurance. If any accident occurs at the time of conveyance the owner of the vehicle should be liable to pay the compensation as fixed by the court of law to the persons affected due to that accident. OPTCL will have no responsibility in this regard.

15. The vehicle will be stationed at the user's place or the place of choice of the Reporting Officer. OPTCL shall in no way responsible for any damage/ breakage/theft caused to the hired vehicle on any account during the course of its hire.

16. The Driver of the vehicle should be of good health, good conduct, reliable sober in nature and free from bad habits of any types of intoxication. He must possess valid badge, Driving License (Commercial) and an aptitude for safe and steady drive. He must possess all the relevant papers of the vehicle for producing the same, before the law Enforcing Authority as and 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.

17. The pay, allowances and statutory dues including compensation, insurance, EPF etc. for the driver's will be the responsibility of the Travel Agency/Owner. The lodging & Boarding charges of the driver during the out station tour to be borne by the Travel Agency / Owner.

18. The hire charges bill, fuel & Lubricant bill in duplicate along with the copies of log book of the vehicle duly entered and signed by the driver and the Officer(s) using the vehicle should be submitted to the concerned Division in the 1st week of succeeding month for release of payment.

19. In the event of failure to supply the vehicle on any reason on any day during the contract period and failure to provide the equivalent substitute vehicle in lieu of that, a penalty amount of hired charge 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 has been conducted for deployment of vehicle, failing which a penalty amount to one-month hire charge shall be imposed on the Agency/Owner and forfeiture of Security deposit. The event of failure to supply the vehicle on any reason should not be repeated two times in a month & in total three times in one year of contract period, else the contract will be terminated.

20. Under unavoidable circumstances if the driver of the Travel Agency/Owner is unable to drive the vehicle or attend duty, in that case a substitute driver is to be provided.

21. The successful Travel Agency/Owner has to execute an agreement on a non-judicial stamp paper with the concerned Division after receipt of work order and 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 as per Clause-8(B) Section-II at the time of agreement.

22. In case of any dispute arising either in execution of the contract for providing the hire vehicle or any clause of agreement/ work order, the decision of the Unit Head, will be final and binding on the Agency/ Owner.

23. The controlling officer, paying officer & stationed for vehicle (in case of multi Subdivisions) will be declared in the Work Order & all other stations are fixed as described above.

**DEPUTY. GENERAL MANAGER
E.H.T(O&M) DIVISION, Dhenkanal**

**SECTION-III
TECHNICAL SPECIFICATION**

- 1) Providing, maintaining and operating Diesel run light commercially registered light vehicles as following on monthly hiring basis @ per day payment basis for a period of two year along with professionally licensed experienced driver to run the vehicle.
- 2) The vehicle will be engaged on daily payment basis for working Days only. No payment will be given in any public holidays & Sunday. If controlling officer or higher authority under this circle may use the vehicle for official purpose on public holidays & Sunday, in such situation the payment will be made on per day rate. It can't be refused by the Travel agent/Owner otherwise necessary action will be made by undersigned.
- 3) The vehicle/vehicles proposed to be provided should have been manufactured as in table below.

Vehicle Details-

Sl No	Type of Vehicle	No	For Use	Date of Registration of Vehicle.
1	Non-AC Bolero(9 Seated capacity) or Equivalent.	01	At 132/33kv Grid S/S, Dhenkanal, Kamakhyanagar, Kharagprasad & Khajuriakata (Station for staying at Dhenkanal Grid) under EHT(O&M)Division, Dhenkanal.	On or after 01-01-18 Or New

- 4) 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 15days by procuring a new one or existing vehicle offered as the case may be, else the EMD will be forfeited & may be debarred from future tendering process.
- 5) In case the bidder offered vehicle is not owned by them, then a power of attorney & a agreement copy with vehicle owner will be made in proper format and should be valid for at least 13months from the date of opening of bid. Else the bid will be rejected.
- 6) The ordered vehicle will not be changed within the contract period. (Only change allowed in case of Accident, burnt, theft, breakdown [non repairable case] with supporting documents).

**Dy General Manager(Elect)
EHT(O&M)Division, OPTCL,
Dhenkanal.**

SECTION-IV
PRICE SCHEDULE

Condition-

- 1) 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 furnish as per following tables.
- 2) The bidder having vehicles should fill the vehicle details & submit the documents as proof.
- 3) The bidder without vehicles should fill "New Vehicle" in vehicle details.

INFORMATION IN RESPECT OF VEHICLE.-

Sl No	Description of work	Type of the vehicle	Name of the Sub-Division which the vehicle has to be engaged(DKL, K.Nagar, K.Prasad, K.Kata)	Rate per on day	Rate per month.
1	Hire charges of commercial light diesel vehicle.				
2	Night halt charges				
3	Fuel consumption in km/Ltr (_____)				
4	Mobil oil consumption (1 Ltr for every _____ km)				
5	Vehicle registration no.				
6	Year of manufacture				
7	Vehicle Registration no valid up to				
8	Insurance Certificate valid up to				
9	Fitness up to				
10	Service Tax Registration no.				
11	Non pollution Certificate valid up to				
12	Road tax paid up to				
13	contract carrying certificate/ Taxi permit valid up to				
14	Model no. make manufacture and date of manufacture of the vehicle				

Date-

Signature of Bidder (with Seal)

Page-9

SECTION -V
(A) FORM OF DECLARATION /UNDERTAKING

I/We have gone through the tender specification and undertake to comply to the following in the event of OPTCL deciding to place orders on me/us for award of contract.

1. Submit all original documents as per the tender documents for verification.
2. Shall supply the vehicle along with driver for duty at the designated headquarters within 7 days of receipt of order.
3. Shall submit the valid license of the driver for verification.
4. Shall make the driver and vehicle available for duty during normal as well as beyond normal hours as per requirement.
5. The cost of salary and any other statutory dues of driver shall be borne by us and OPTCL shall in no way responsible in the matter of employment or compensation what so ever pertaining to the driver.
6. Shall be responsible for any other compensation arising out of Odisha Motor vehicle act.
7. Shall be responsible for all cost and expenses arising out of running and maintaining the vehicle/vehicles, except hire charges. Cost of reimbursement of fuel and lubricants and extra charges towards detention charges beyond 12 hours and night halt charges at places other than the normal headquarters which shall be borne by OPTCL.
8. Shall accept change of headquarters as and when required by OPTCL in the interest of work.
9. The reimbursement of cost of fuel and lubricant shall be @ 1 litre of diesel /13km and 1 litre 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.

seal

Date

SECTION-VI**ABSTRACT OF TERMS AND CONDITIONS***(This proforma should be filled with all information and should be furnished along with the tender))*

1. Name of the Vehicle owner/Travel agency with detailed postal address-
2. Earnest money deposit (deposited in shape of Bank Draft /Money Receipt) Yes/No
 - (a) Name of the Bank/Money Receipt No:
 - (b) Amount deposited:
 - (c) Bank Draft No. & Date:
3. Tender paper purchased vide Cash Receipt No/Bank Draft No.
Dated _____, Amount in Rs _____
4. Validity of the bid in days from the date of opening of tender:
5. Nature of Price — Firm/Variable:
6. Terms of payment (Whether agreeable to OPTCL terms) YES/NO
7. Security deposit (Whether agreeable to OPTCL terms) YES/NO
8. Penalty (Whether agreeable to OPTCL terms) YES/NO
9. List of orders executed/in hand for similar work during recent three years:
10. Copy of PAN Card with self attestation furnished YES/NO
11. Copy of Service Tax Registration Certificate with self attestation furnished YES/NO
12. Copy of R.C. Book with self attestation YES/ NO
13. Copy of Insurance of Vehicle with self attestation YES/ NO
14. Copy of Fitness certificate with self attestation YES/ NO
15. Copy of Non pollution certificate with self attestation YES/ NO
16. Copy of Valid Commercial Permit for operation throughout the state with self attestation . YES/ NO
17. 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**

