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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

OFFICE OF THE GENERAL MANAGER (ELECT)

EHT (O & M) CIRCLE, JEYPORE

P.O.- JEYPORE, DIST-KORAPUT (ODISHA) PIN- 764001

EMAIL: ehtm.cle.jpr@optcl.co.in FAX- 06854 – 240088

TENDER SPECIFICATION FOR OPEN TENDER CALL NOTICE NO: 15/2023-24

HIRING OF COMMERCIAL REGISTERED AIR CONDITIONED LIGHT MOTOR VEHICLES (AC BOLERO OR EQUIVALENT) ON MONTHLY BASIS WITH DAILY HIRING RATE FOR E&MR SUBDIVISION, JAYANAGAR

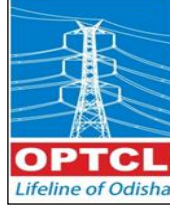
ISSUED TO:-.....

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Cost of tender paper Rs. 4, 000/- + 18% GST = Rs.4, 720/-

EMD: Rs 7000/-



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TENDER SPECIFICATION FOR TENDER CALL NOTICE NO. 15/2023-24

OF EHT (O&M) CIRCLE, JEYPORE

- | | |
|---|--|
| 1. SECTION-I | Instruction to tenderers |
| 2. SECTION-II | General Terms and Conditions of Contract |
| 3. SECTION-III | Price Schedule |
| 4. SECTION-IV | Annexures |
| 5. Price of tender document | Rs. 4000/-+ 18% GST =Rs.4720/-
by CASH /Demand draft to be drawn in favour of
GM,EHT (O&M) Circle, OPTCL, Jeypore payable
at Jeypore (Non-Refundable) |
| 6. COMMENCEMENT OF
SALE OF TENDER PAPER | 26.02.2024(10:00hrs) |
| 7. LAST DATE OF SALE OF
TENDER PAPER | 18.03.2024 (12:00hrs) |
| 8. LAST DATE & TIME OF
RECEIPT OF TENDER PAPER | 18.03.2024(up to 15:00hrs) |
| 9. DATE & TIME OF OPENING | 18.03.2024 (at 16:00hrs) |

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) Registered Travel agencies/ Vehicle owners having PAN card and GST registration fulfilling other criteria as per the tender document are only eligible to quote.
 - B) **The bidder must mention the name of the station/office for which the offer is submitted.**
 - C) **The vehicle proposed for engagement on hire basis should be NEW.**
 - D) **The vehicle shall comply with minimum mileage of 10 km/ litre and consumption of Engine oil minimum of 750km/ltr. However, tenderer quoting for more mileage and less consumption of lubricants may be given preference.**
 - E) **The vehicle should have commercial registration, valid road permit for all Odisha jurisdiction, valid fitness certificate, valid 1st party insurance, non-pollution certificate, Fast Tag and must comply to the relevant clauses issued by State or central Govt Time to Time.**
 - F) **Though the normal headquarter of the vehicle shall be as specified in the tender document, OPTCL may re fix 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 along with a driver having valid driving license.**
 - I) **Tender must be submitted in sealed envelopes superscripted as “HIRING OF COMMERCIAL REGISTERED AIR CONDITIONED LIGHT MOTOR VEHICLES(AC BOLERO OR EQUIVALENT) ON MONTHLY BASIS WITH DAILY HIRING RATE FOR E&MR SUBDIVISION JAYANAGAR against Tender Call Notice No.15/2023-24.**

- 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. 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.
- K) Conditional offers will not be accepted.
- L) If the last date of receipt of tender and its opening happens to be a holiday, it will be received and opened on the next working day at the 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. The purchaser reserves the right to reject the lowest or any other tender or all tenders without assigning any reason what so ever.

6. Tenders should be prepared neatly and without any overwriting and corrections. Erasures and other changes shall bear the dated initial of the person signing the tender.

7. . 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.

8. For evaluation, the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.

9. All other Terms and Conditions of OPTCL purchase rules shall be applicable.

10. The tenders shall be out rightly rejected if they do not comply with the following requirements.

- a) Tenderers should have purchased the relevant specification from the office of the General Manager, EHT (O&M) Circle, Jeypore.
- b) Tenders shall be submitted in person or by Registered post with A.D/Courier service which should be received before the opening of tender as specified in the tender call notice.
- c) Tenders shall not be submitted telegraphically or by e-mail.
- d) Tenders shall be accompanied with prescribed earnest money deposit.
- e) Tenders shall be kept **valid for a minimum of 180 days** from the date of opening of the tender.
- f) The tender shall not be conditional.
- g) There must not be any violation to the terms & conditions set forth and provided in the tender specification.
- h) Non submission of the following documents:
 - a. Copies of I.T. Pan card
 - b. Valid GST registration certificate
 - c. Abstract of Terms & conditions in prescribed proforma as per **Annexure-I**.
 - d. Declaration Form as per **Annexure-II** (duly signed)
 - e. Bidder's Information as per **Annexure III**
 - f. General Terms & Conditions of contract as per Section-II of the Specification. (All the required documents are to be submitted)

11...Contact Number: In case of any tender related query please contact on these numbers during office hours.

- i. 9438907074(GM)
- ii 9438908277(Estimator)

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

SECTION-II

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. SCOPE OF WORK & GENERAL CRITERIA

- (a) Providing, maintaining and operating light commercially registered vehicles on monthly hiring basis with daily hiring rate for a period of one years 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 i.e. as per actual number of running days in a month.**
- b) **Vehicle engaged should be NEW.**
- 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. For this purpose the vehicle may be engaged to move in Kachha/ Rough road as required and also in ghat areas/ hilly terrain/ dense forest area as per requirement of OPTCL. Vehicle will be engaged to carry men as well as testing kits & other materials as required by OPTCL.**
- 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 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 fuel and lubricant for running of the vehicle, which shall be reimbursed by OPTCL as per the contract.
- f) The vehicle should have commercial permit and comprehensively insured (1st party) 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, commercial permit and insurance policy and no pollution certificate, fitness Certificate, copy of up to date tax payment and any other relevant documents.
- h) The bidder should cater to all norms fixed by Odisha Road Transport Authority for running of the vehicle as well as abide by the rules & regulation imposed by State/ Central Govt.
- 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 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 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 an extra price as per the contract.
- p) Cost of fuel and lubricant shall be reimbursed for Kms, travelled from the Head Quarters for use by OPTCL only. The K.M. traveled for maintenance and to and from halting 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 contact) 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.
- v) **The driver appointed by owner must be obedient and possess good behavior. In case of written compliant owner must replace the driver with immediate effect failing which daily hiring charges may be deducted.**
- w) **Owner must engage new commercially registered new vehicle with all required documents and clearance certificate within 30days of issuing of WO.**

2. **Price :-** a)The price quoted by the firm shall remain firm during the currency of the contract . .Initially **WO will be issued for one year which may be extended upon satisfactory performance upto maximum 3 years.** The rate of mileage and consumption of lubricants shall also remain firm during the currency of the contract.

3. **PERIOD OF CONTRACT**

- 3.1 The period of contract shall be for one years from the date of agreement. On successful completion of the contract, if the OPTCL so desires, the same may be extended for further period on mutual consent.
- 3.2 OPTCL reserves the right to terminate the contract without assigning any reason thereof, at any time during currency of contract by giving 30 days' notice of its intention to do so. In the event of any such termination of the contract the owner/agent shall only be entitled to the entire amount for services actually provided under the contract till the termination of the contract subject to deductions, if any, under the terms of contract. No other claims can be allowed for consideration.
- 3.3 In case of failure by the owner/agent to fulfill his contractual obligation or /and unsatisfactory services of the driver /vehicle, the officer-in-charge reserves the right to rescind the contract and the security deposit shall be forfeited in addition to any additional liability on the agent/owner towards risk & cost.

4. **RIGHT OF ACCEPTANCE OR REJECTION OF TENDERS:**

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

5. **EARNEST MONEY DEPOSIT :**

Tenderer are to deposit an amount of Rs 7000/- towards EMD in form DD in favour of GM, EHT(O&M) Circle, Jeypore payable at Jeypore.

6. **SECURITY DEPOSIT:**

Successful bidders will be required to deposit **Rs10000/-** towards security deposit. The security deposit will not carry any interest and will be refunded only after completion of period of contract subject to 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. In case of non-deposit of security Deposit same shall be recovered from bills of contractor @ 10% of monthly hiring charges until a total sum of Rs 10000/-. If performance of the vehicle is found unsatisfactory the security deposit may be forfeited.

7. **RUNNING AND MAINTENANCE OF VEHICLES SUPPLIED ON FIXED DAILY RATES**
- 7.1 The movement of the vehicle may be throughout the state of Odisha, but ordinarily within the jurisdiction of EHT (O&M) Circle, OPTCL,Jeypore.
- 7.2 OPTCL being a Electricity service provider, the vehicle shall be required to run at times even in Kachha and Ghat road for maintenance of lines and substations
- 7.3 The vehicles are required to be in service/operation for a minimum of 12 hours daily excluding Sundays and Holidays, and shall operate as per time schedule and instruction of Officer-in-charge or his authorized representatives which is normally from 8AM to 8PM. In case of urgency the vehicle may be required to run on Sundays and holidays and for this the vehicle must be kept ready to attend the work immediately. The controlling officer may however reschedule the time schedule as per requirement. Detention charges shall be payable if the vehicle runs more than 12 hours in a day. Night halt charges shall also be payable for halts other than the normal headquarters.
- 7.4 The agency/owner should maintain proper record of driver's attendance and payment made to them and such records should be made available to the Company for scrutiny as and when required. The Agency/owner shall be responsible for all sorts of statutory payment to the Driver employed by him. It is the vehicle owner's obligation to provide a qualified, experienced, polite and obedient 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 cells 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

8. **USE OF VEHICLE :**

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

8.2 The Agent /owner should not refuse to send the vehicle to any other place as directed by the officer-in-charge or his Representatives.

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

9 **STAUTORY LAWS:**

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

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

10. **TAXES / INSURANCE / PERMITS:**

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

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

10.3 Agent/owner shall have paid all dues towards permit as per statutory provisions.

10.4 Agent /owner shall be bound by all valid & relevant regulations of motor vehicle Act applicable at present and may be enforced from time to time.

10.5 Drivers driving the vehicles must have valid professional driving license/badge as provided in the M.V. Act.

10.6 During the contract period , if the vehicle is seized or requisitioned by Government, authorities for non-compliance of relevant act/statutory requirement etc. or for any reason whatsoever penalty/compensation as per clause-11 will be payable by the Agent/owner to OPTCL besides the liability to provide for alternative vehicles without any loss of time.

11. **COMPENSATION AND PENALTY:**

11.1 For the vehicles to be provided on fixed charges basis the vehicle shall remain in service for a minimum of 12 Hours duty. In case of non-reporting of the vehicles, the Agent shall provide replacement of an equally good vehicle immediately failing which the company will treat the vehicle not on job for the aforesaid period and will deduct from his bill/ security deposit at the rate of Rs 500/- per day plus proportionate hire charges of the vehicle for absent period without prejudice to any other rights under the contract including termination and consequences. Such cases shall be considered as poor performance of the contract. However if the vehicle is requisitioned by the R.T. Authorities / Law and Order authorities for use in public service, no penalty shall be deducted.

11.2 In case of hijacking or accident, the absence from duty shall be to the owner's/agent's account and failure to provide suitable alternate vehicle under the same terms and conditions, penalty and recovery shall be made as per clause 11.1

11.3 In case of any damage caused by the vehicle or to the vehicle and the people including those in the vehicle shall be to the agent/owner's account.

12. **RISK PURCHASE CLAUSE:**

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

13. **OPERATION AND MAINTENANCE CREWS:**

The Agent/owner at his own cost shall maintain experienced Driver holding valid license

14.EMPLOYMENT / LIABILITY:

- 14.1 The Agent/owner shall be solely and exclusively responsible for engaging or employing Drivers. All employees engaged by the agent/owner shall be on his pay roll and paid by him. OPTCL will have no liability what so ever concerning the employees of the Agent or of the owners of the vehicle.
- 14.2 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/owner. The Agent/owner shall at his own expenses carry and maintain such insurance with the insurance Company/ Companies as may be required under any law or regulations.

15.0 MAINTENANCE OF ODO METER.

- 15.1 It is the responsibility of the owner/agent to maintain the odometer of the vehicle in
proper condition.
- 15.2 In case the odometer 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 48 hours without fail.

16. PROVISIONS REGARDING RECORDING OF LOGBOOK:

- 16.1 All transactions for the vehicles are to be maintained in the log book prescribed by OPTCL,
- 16.2 The care of log book is the sole responsibility of the Agent/owner/driver. The transactions recorded in the log books are to be countersigned by the concerned officer using the vehicle.

17. PAYMENT OF BILLS:

Bills shall be submitted within first week of the next month.

17.1 The toll gate charges and airport/railway parking charges will be reimbursed by OPTCL. The receipt of payment shall be enclosed along with the bills.

17.3 The Agent/owner shall submit bills in triplicate to the officer – in – charge or his authorized representatives with relevant documents in proof of carrying out the work including certified copies of the Log Book extract to the best satisfaction of OPTCL 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 Agent shall accordingly provide services as may be required by the Officer- in -Charge on being given a notice of 15 days.

19. Type and Model of Vehicle to be Engaged :

Sl.no	Type of Vehicle Permissible	Minimum Average Milage	Minimum Kilometer per 1L of Engine Oil
1	AC Bolero or Equivalent.	10	750

20. Consignee: SDO(Ele), E&MR S/D, Jayanagar

21. Paying Officer: GM(Ele), E&MR Division, Rayagada

22. JURISDICTION OF COURT: For the purpose of jurisdiction of Court in the event of any dispute shall be deemed to have entered into any Court of law to which the jurisdiction of Odisha High Court extends and it is hereby expressly agreed that neither party shall be competent to bring a suit in regard to the matter covered by this work at any place outside in State of Odisha.

23. All other terms and condition of OPTCL we prevail.

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

**SECTION-III
SCHEDULE OF PRICE**

**HIRING OF NEW LIGHT MOTOR VEHICLE FOR E&MR SUB DIVISION,
JAYANAGAR**

Sl no.	Description of work	Quoted Value
1	Hire charges of commercial light vehicle./Day	
2	Night halt charges/Night Halt	
3	Fuel consumption in km/Ltr	
4	Mobil oil consumption km/ltr	

Date

Signature of the Tenderer
Seal

SECTION –IV

ANNEXURE-I

ABSTRACT OF TERMS AND CONDITIONS

(This proforma should be filled with all information and should be furnished along with the tender)

1	Cost of Tender Document: OPTCL Money Receipt No. & Date / D.D No & Date.	
2	EMD DD no & Date	
3	Security-cum-Performance Guarantee (Whether agreeable to OPTCL terms)	Yes/No
4	Terms of payment:- Whether agreeable to OPTCL's terms or not	Yes/No.
5	Nature of price:- FIRM	Yes/No
6	Penalty:- Whether agreeable to OPTCL's terms or not	Yes/No
7	Validity: - Whether agreeable to OPTCL's terms or not	Yes/No
8	Copy of GST Registration Certificate furnished	Yes/No
9	Copy of PAN furnished:	Yes/No
10	Whether declaration form duly filled in furnished or not.	Yes/No.
11.	Agreed to all terms and conditions of the tender specification	Yes/No

(Strike off whichever is not applicable)

**Signature of the
Tenderer with Seal**

Date:

Place:

ANNEXURE - II

DECLARATION FORM

To,

The General Manager (Elect.)
EHT (O&M) Circle, OPTCL
Jeypore

Sub: - Tender Specification No-_____

Sir,

1. Having examined the above specification together with terms & conditions referred to therein I/We the undersigned hereby offer to take up the **HIRING OF COMMERCIAL REGISTERED AIR CONDITIONED LIGHT MOTOR VEHICLES ON MONTHLY BASIS WITH DAILY HIRING RATE FOR E&MR SUBDIVISION, JAYANAGAR** IN ALL respects as per the specification and General conditions, at the rates, entered in the attached contract schedule of prices in the Tender.
2. I / We hereby undertake agreeing to all the terms and conditions mentioned in the tender document.
3. I / We hereby guarantee the validity of the required documents from concerned authorities to be submitted as per the **ELIGIBILITY FOR BID SUBMISSION** mentioned in the Tender specification.
4. I/We certify to have submitted the bid physically by remitting DD towards the cost of tender & EMD herewith and this has been acknowledged by your letter / money receipt No. _____ Dated _____,

Signed this on.....day of....., 2024

Yours faithfully

Signature of the Tenderer
with seal of the company

ANNEXURE-III
BIDDER'S INFORMATION

SL. NO	The bidder shall furnish general information in the following format	
	NAME OF THE BIDDER	
1	Address:-	
2	City	
3	Pin Code	
4	Contact person's Name :-	
5	Telephone No. office & Residence:-	
7	EMAIL:-	
9	GST REGISTRATION NO.	
10	PAN NO.	

