



ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଃ.
ODISHA POWER TRANSMISSION CORPORATION LTD.
OFFICE OF THE DEPUTY GENERAL MANAGER
TELECOM DIVISION, OPTCL, JAJPUR ROAD
400/220/33 KV GRID S/S, NEW DUBURI,
AT: BHITARAMANIKA, PO: PANKAPALA, PS: KALINGANAGAR, PIN-755026,
DIST: JAJPUR (ODISHA)
CIN: U40102OR2004SGC007553, GSTIN:21AAACO7873L1Z6
E-mail: telc.div.jjp@optcl.co.in
Contact no-9438907480

**TENDER SPECIFICATION
FOR
TENDER CALL NOTICE NO: 2/2020-2021**

FOR

**HIRING OF DIESEL RUN COMMERCIAL REGISTERED LIGHT VEHICLE FOR OFFICIAL USE AT
TELECOM DIVISION, OPTCL, JAJPUR ROAD.**

SALE OF TENDER SPECIFICATION: FROM DT. 27-01-2021 TO 10-02-2021 (DURING OFFICE HOUR)
LAST DATE SALE OF TENDER SPECIFICATION: DT. 10-02-2021 (Up to 5 PM)
LAST DATE OF SUBMISSION OF TENDER PAPER: DT. 11-02-2021 (Up to 1 PM)
DATE OF OPENING OF TENDER PAPER: DT. 11-02-2021 (At 3 PM)
COST OF TENDER PAPER: Rs:2000.00+12% GST (Rs:2240.00)

ISSUED TO,

M/S.....

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SECTION-I



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ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of ODISHA Under Taking)

Regd. Office: Janpath, Bhubaneswar-751022, Odisha

OFFICE OF THE DEPUTY GENERAL MANAGER, TELECOM DIVISION,

OPTCL JAJPUR ROAD,

400/220/33 KV GRID S/S, NEW DUBURI, AT: BHITARAMANIKA, PO: PANKAPALA

PS: KALINGANAGAR, PIN-755026, DIST: JAJPUR (ODISHA)

Email:- telc.div.jjp@optcl.co.in, CIN: U40102OR2004SGC007553, Mob No-9438907480

TENDER CALL NOTICE NO. 02/ 2020-21

OPTCL invites sealed Tenders in duplicate from intending Registered Travel Agencies / Vehicle Owners/ Individuals having GSTIN for hiring of diesel Run Commercial Registered Non AC/ AC Swift Dzire (5 Seated) or Equivalent on monthly basis with daily hiring rate for engagement under the Telecommunication Division, Jajpur Road.

Sl. no.	Type of Vehicle	No	For Use	Date of Purchase and year of Manufacture of the Vehicle	Paper Cost + GST@5% in Rs.
1	NON AC/AC Maruti Swift Dzire(5 seated)/ Equivalent	1	O/O THE DGM(TC), TELECOM DIVISION, OPTCL, JAJPUR ROAD.	On or after 11-02-2019 Or New	2240.00/- (2000+GST@12%)

The tender specification can be obtained from the office of The DEPUTY GENERAL MANAGER (TC), TELECOM DIVISION, OPTCL, JAJPUR ROAD on payment of non-refundable cost of Tender specification document in shape of Cash/ Bank Draft in favour of TELECOMMUNICATION DIVISION NO.II, OPTCL, BHUBANESWAR payable at "STATE BANK OF INDIA" RRL CAMPUS BRANCH, BHUBANESWAR on any working day up to 05.00PM from Dt.27-01-2021 to Dt.10-02-2021. In case the D.D is made in any other nationalized bank payable at any clearing branch at Bhubaneswar will be allowed, but the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee & Paper cost is Nonrefundable. Additional amount of Rs.100/- (Rupees One Hundred only) may be paid extra for postal delivery of the tender specification. The undersigned shall not be held responsible for any postal delay.

The Tender shall be received by 01.00 PM of dated 11-02-2021 & will be opened at 03.00 PM on same day in the Office of the undersigned in the presence of the Bidders or their Authorized Representatives present if any. If any of the above date happens to be a holiday, the next working day will be the corresponding effective date. One Tender paper in duplicate shall be issued to each Bidder. E.M.D value (detail mentioned in EMD clause) should be deposited in shape of Demand Draft in favour of the DGM, TELECOMMUNICATION DIVISION NO.II, OPTCL, BHUBANESWAR & payable at "STATE BANK OF INDIA", RRL CAMPUS BRANCH, BHUBANESWAR.

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

N.B:- Tender Paper must be purchased from this office only. No other mode like downloaded paper from website will be accepted.

Deputy General Manager(TC)
Telecom Division, Jajpur Road

SECTION-II
INSTRUCTION TO BIDDERS

1. The bidders must read in detail the “Instruction to Bidders”, “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 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.
 - c) Bidders may quote for engagement of one vehicle. Single registered vehicle can be quoted for single place of use in a tender.
 - d) The vehicle proposed for engagement on hire basis should be purchased on or after 11.02.2019. New vehicles may be given preference over older vehicles.
 - e) The vehicle shall comply to minimum mileage of 13 km/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. 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.
 - f) The vehicle should have commercial registration, valid road permit for all Odisha jurisdiction, valid fitness certificate, valid 1st party insurance, and non-pollution certificate and must comply with 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 head quarter 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 along with a driver having necessary driving license.
 - j) Tender must be submitted in sealed envelopes super scribed as **“Tender call Notice No. & Date of Opening of the tender on the body of the sealed Envelope” Addressed to the Deputy General Manager, Telecom Division, Jajpur Road.**
 - 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 prove), 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 tender, incomplete tender, telegraphic/Fax/E-mail tender and tender not accompanied with requisite amount of EMD 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 1% of the total estimated cost (i.e. **Rs.4 972.00**) towards the Earnest Money deposited (EMD) either in shape of DD or Cash in favour of **Deputy General Manager (TC), Telecommunication Division No.II, OPTCL, Bhubaneswar** otherwise tender will be out rightly rejected .In case of the D.D made at any other nationalized Bank payable at any clearing branch at Bhubaneswar will be allowed. But the bidder have to deposit the collection fee (Bank transaction fee along with EMD).The collection fees non-refundable and it cannot be taken in to account of

EMD deposit. 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, 97,215.00 (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. 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.

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

10. The bidders or the authorized representatives should produce the original documents mentioned in the Clause-15 of section-II 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 the tender not matching with the photo copy submitted by the bidders, their tender will be out rightly rejected.

11. Outright rejection: -

The tenders shall be out rightly rejected if they do not comply with all general terms & conditions (Section-III) 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-II).

12. Compliances:

- i) Tenderer should purchase the relevant Tender specification from the office of the Deputy General Manager(TC), Telecom Division, Jajpur Road 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) The offer should be firm and valid for a period of at least 18 months from the date of opening of tender, unless the tender will be out rightly rejected.

- 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 proposed for engagement on hire basis should be purchased on or after 11.02.2019.
- x) The vehicle should have valid taxi permit for operation throughout Odisha.
- x) Price bid should be strictly as per the format.

13(A). 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.

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- (I) Registration of Travel Agency / Copy of registration Certificate of vehicle issued by RTO in the name of travel agency/Owner.
 - (II) Valid TIN/ PAN card,
 - (III) GST Registration certificate from the central excise department.
 - (IV) R.C. Book/Books of the vehicle/vehicles proposed to be engaged.
 - (V) Valid taxi permit/contract carrying certificate of the vehicle proposed to be engaged.
 - (VI) Valid fitness certificate of the vehicle proposed to be engaged.
 - (VII) Valid non pollution certificate of the vehicle proposed to be engaged.
 - (VIII) Valid all Odisha permit certificate.
 - (IX) Copy of 3rd party agreement executed on non-judicial stamp paper between vehicle owner & travel agency.
 - (X) Valid 1st party insurance certificate, Up to date road tax clearance certificate. Duly filled up abstract of terms and conditions.
 - (XI) Driving license of Driver.
 - (XII) Copy of up to date tax payment certificate.

(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) 1st party insurance of the vehicle in original.
- v) Name of the driver and 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.

14. DECLARATION

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

A. The tender call notice shall form part and parcel 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.

15. All the correspondence relating to the tender shall be made with the Deputy General Manager(TC), Telecom Division, Jajpur Road.

16. The tenderers shall sign on all the pages of the tender documents as a token of acceptance of all terms and conditions thereof and submit his quotation therein.

**Deputy General Manager(TC)
Telecom Division, Jajpur Road**

SECTION III

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK & GENERAL CRITERIA

- (a) Providing, maintaining and operating Diesel run light commercially registered light vehicle **Non-AC/AC Maruti Swift Dzire or Its 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 be purchased on or after 11.02.2019.
- (c) The vehicle to be engaged shall be required for transportation of OPTCL employees generally within the jurisdiction of the Division and at times within the state of Odisha. The vehicle is supposed to run on all condition of roads including village, Kacha road, ghat roads etc. For this purpose the tyres should always be in good condition. No retreading tyre will be allowed on front wheels.
- (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 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) i) The vehicle will be at the disposal of the concerned Divisions 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. \
- ii) 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.
- (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 to Odisha Motor vehicle Act, contract laborers Act and any other relevant act in relation to the contract.
- q)** 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.

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.

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 one day charges for Non AC/ AC Swift Dzire or 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 has been conducted 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 with the concerned division 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 13 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 will not be changed within contract period. (Only change can be allowed in case of Accident, burnt, theft, breakdown (non-repairable case) with production of supporting documents with approval of the competent authority).

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. Else the bid will be rejected.

(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 agent/Owner otherwise necessary action will be taken by undersigned.

(y) 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.

(z) The successful travel agency/ Owner has to furnish a declaration in writing that the travel agency/ owner of the vehicle is neither a staff of OPTCL nor related to any of the OPTCL employee.

2. Price:-

- a) The price quoted by the firm (daily hire charges for a month) shall remain firm during the contract period which shall be ordinarily for twelve month 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 reason thereof. 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 twelve months from the date of execution of the agreement. The department reserves the right also to terminate the contract at any time during the contract period without assigning the reason thereof. The contract may be further extended for another one or part of year (If the authority desires) on satisfactory performance of the vehicle.
- 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/agent 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/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 immediately and the security deposit shall be forfeited in addition to any additional liability on the agent/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 4972.00** in the shape of Demand Draft/Cash only drawn in favour of **Deputy General Manager (TC), Telecom Division No.II, OPTCL, Bhubaneswar** payable at **Bhubaneswar**. EMD in the form of Demand Draft/Money receipt should be submitted along with Technical Bid. 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: 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. The security deposit shall be forfeited if the same is not claimed for refund within a period of three years from the date of completion of contract.

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 Telecom Division, Jajpur Road which covers the district of Jajpur, Balasore, Bhadrak, Mayurbhanj & Keonjhar.

- 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 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, firefighting equipment, spare tyre, fan belt, hose pipe, first-aid box and one torch with 3 Cell shall be always made available with the vehicle by the owner/Agency.
- 7.7 Agent has to make his own arrangement to procure fuel, lubricants, spare parts etc. on account of repair etc. If the vehicle is sent to Garage or Petrol Tank, the Agent cannot claim these empty trips as well as the time involved for the purpose which will be to the owner's account.
- 7.8 The vehicle should comply to minimum mileage of **13km/1 litre of Diesel (For Maruti Swift Dzire(5 Seated) & its equivalent)** and consumption of lubricant minimum of **1 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 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 occupant's 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.
- 8.4 The lodging and boarding charges of the driver during the out station tour to be borne by the Travel Agency / Owner
- 9.0 **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.

10.0 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 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 permits 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.

11.0 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 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 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 / agent'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 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. 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.
- 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. MAINTENANCE OF SPEEDOMETER

- 15.1 It is the responsibility of the owner/agent 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 Agent/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 Agent/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 in 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 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 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.

17.6 Consignee : The Deputy General Manager(TC), Telecom Division, Jajpur Road.

17.7 Paying Officer: The Deputy General Manager(TC), Telecom Division, Jajpur Road.

18. ADDITION OR DELETION OF SCOPE: -The Scope of the work/ services may be altered in quantum as per exigencies of work. The Agent/owner shall accordingly provide services as may be required by the Officer-in-Charge on being given a notice of 15 days. Also the under signed may modify the assigned station for staying of vehicle as per requirement.

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 Agent/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 headquarters between the headquarters of users.

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

20.6 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.

21. ARBITRATION:

21.1 In the event of any dispute arising out of this 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.

**Deputy General Manager(TC)
Telecom Division, Jajpur Road**

SECTION-IV

**Annexure-I
DECLARATION FORM**

(TO BE SUBMITTED WITH THE TENDER PAPER)

To

THE DEPUTY GENERAL MANAGER(TC),
TELECOM DIVISION,
OPTCL, JAJPUR ROAD

Sub: Tender call Notice No.

Sir,

Having examined the above tender paper I/we hereby offer to Supply of One number of Diesel run light vehicles complete in all aspects to the rate/s entered as mentioned in our tender enclosed herewith.

1. We certify to have purchased a copy of tender paper remitting Rs.....by Cash/ Bank Draft and this has been acknowledged by you in your Cash receipt/ Bank Draft No..... Dated.....

2. We enclosed herewith EMD in shape of Bank Draft in favour of Telecom Division No.II, Bhubaneswar payable at "STATE BANK OF INDIA" , BHUBANESWAR.

Bank Draft No..... Dt..... .

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

Yours faithfully,

Encl: Tender in duplicate.

Signature of Bidder
(with Seal)

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Annexure-II

FORM OF DECLARATION /UNDERTAKING

(TO BE SUBMITTED WITH THE TENDER PAPER)

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

1. Submit all original documents as per the tender documents for verification.
2. Shall supply the vehicle along with driver for duty at the designated headquarters within 07 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 night halt charges at places other than the normal headquarters which shall be borne by OPTCL.
8. Shall accept change of headquarters as and when required by OPTCL in the interest of work.
9. The reimbursement of cost of fuel and lubricant shall be @ 1 liter of diesel /13km and 1 liter lubricant /750km or as per the tender whichever less is.
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

Seal

Signature of the bidder.

Date

Annexure-III

INFORMATION IN RESPECT OF VEHICLE.

Name of the Bidder	
Status of the bidder (Travel Agent/Individual/Organization)	
Name of the Owner	
Model / Make of the vehicle with seating capacity	
Year of Manufacturing	
Registration No.	
Commercial License (Contract carrying certificate/ Taxi permit) Valid up to.	
Fitness Certificate	
Road tax paid up to	
Validity of Insurance up to	
Pollution certificate up to	
Mileage per Liter of Diesel	
Mileage per Liter of engine oil	

Name of the signatory

Seal

Signature of the bidder.

Date.

Annexure-IV

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 Aadhar Card/Voter ID card & lease agreement with house owner/Municipality tax /Electricity bill/Telephone bill).

Signature of the bidder

(With seal)

SECTION V

PRICE BID

SL No.	Mileage per liter of Diesel	Mileage per liter of Engine oil	Charge for duty 12 Hrs. per day in Rs.	Night halt charges in Rs per night (for halt outside the normal Head Quarter) inclusive of all taxes.

NB:-The rate to be quoted exclusive of GST.

Signature of the bidder

(With seal)

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 bidder

SECTION-VII

PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT AND PERFORMANCE GUARANTEE.

This Guarantee Bond is executed this _____ Day of _____ 20____ by us, the _____ Bank at _____ P.O. _____ P.S. _____ Dist _____ State _____

1. WHEREAS the ORISSA POWER TRANSMISSION CORPORATION LTD a body corporate constitute under the Electricity (Supply) Act.1948 (hereinafter called "the OPTCL") has placed orders No. _____ date _____ (hereinafter called "The Agreement ") on M/S _____ (hereinafter called "The Contractor") for supply of materials .AND WHEREAS the OPTCL has agreed (1) to exempt the Contractor from making payment of Security, and (2) to exempt from performance guarantee on furnishing by the Contractor to the OPTCL, a Composite Bank Guarantee of the value of Rupees..... Only.

NOW THEREFORE in consideration of the OPTCL having agreed (1) to exempt the Contractor from making payment of Security and (2) to exempt from furnishing performance guarantee in terms of the said agreement as aforesaid, we the _____ (Bank) (hereinafter referred to as 'the Bank') do hereby undertake to pay the OPTCL an amount not exceeding Rs. _____ (Rupees _____) against any loss/ damage caused to or suffered by or would be caused to or suffered by the OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We (the _____ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the OPTCL stating that the amount claimed is due by way of loss or damage caused to or suffered by the OPTCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the Contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

We the _____ (Bank) also undertake to pay to the OPTCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding institute/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us this under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

3. We, (_____ **PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT AND PERFORMANCE GUARANTEE.** _____ Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of

the said agreement and that it shall continue to do so enforceable till all the dues of the OPTCL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Chairman Cum Managing Director, ORISSA POWER TRANSMISSION CORPORATION LTD. Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this Guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the (Date _____) we shall be discharged from all liability under this guarantee thereafter.

4. We, (_____ Bank) further agree that the OPTCL shall have the fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any such variations or the OPTCL or any indulgence by the OPTCL to the Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but this provisions have effect of so relieving us.

This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and Contractor(s).

We, (_____ Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OPTCL in writing.

Date _____ at _____ the _____ Day of _____ Two thousand _____.

8. This Bank Guarantee shall remain in force up todated theday of.....20.... For _____

(Indicate the name of the Bank)
Witness: (with signature, names and address)