



**ODISHA POWER TRANSMISSION CORPORATION LIMITED**

**OFFICE OF THE DEPUTY GENERAL MANAGER:ELECTRICAL**

**EHT(O&M) DIVISION, BHANJANAGAR,**

AT: KANTEIPALLI, POST: BADAPADA, DIST:GANJAM(ODISHA), PIN: 761 124

E.mail - ehtm.div.bnj@ optcl.co.in

GSTIN:21AAACO7873L1Z6

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**TENDER SPECIFICATION FOR NIT NO- 07/2017-18**

**FOR**

**ENGAGEMENT OF ONE HIRED NON A/C BOLERO OR EQUIVALENT REQUIRED FOR AGM (ELECT.)  
EHT (O&M) LINE SUB-DIVISION, BHANJANAGAR ON MONTHLY BASIS WITH DAILY HIRING RATE**

**UNDER EHT (O&M) DIVISION, BHANJANAGAR**

**ISSUED TO .....**

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**COST OF TENDER PAPER = Rs. 2000/- + 12% GST = Rs. 2240/-**



**ODISHA POWER TRANSMISSION CORPORATION LIMITED**  
**OFFICE OF THE DEPUTY GENERAL MANAGER: ELECTRICAL**  
**EHT (O&M) DIVISION, BHANJANAGAR,**

AT: KANTEIPALLI, POST: BADAPADA, DIST: GANJAM (ODISHA), PIN: 761 124  
E.mail - ehtm.div.bnj@optcl.co.in GSTIN: 21AAACO7873L1Z6

**TENDER CALL NOTICE No. 07/2017-18**

Sealed tenders are invited from **VEHICLE OWNERS/TRAVEL AGENCIES** for Engagement of One No. hire **Non-A/C Bolero or equivalent** required for AGM (Elect.) EHT (O&M) Line Sub-Division, Bhanjanagar under EHT (O&M) Division, Bhanjanagar on monthly basis with daily hiring rate along with copies of required documents of the Vehicle, GST registration certificate & copy of valid PAN of the owner. The said vehicles should not be more than 3 years old from the date of Registration.

Commencement of Sale of Tender Paper: - From Dated 05.01.2018, 11 AM to Dated 19.01.2018, 5:00 PM.

Last Date of Submission of Tender Paper: - Dated 20.01.2018 up to 2:00 PM.

Date of Opening of Tender Paper: - Dated 20.01.2018 at 3:00 PM.

<b>Sl. No</b>	<b>Tender Specification No.</b>	<b>Description of equipment/materials</b>	<b>Earnest Money Deposit (In Rs.)</b>	<b>Cost of Tender Spec. document (in Rs.)</b>	<b>Last date of receipt &amp; opening of tender</b>
1.	<b>NIT NO- 07 / 2017-18, EHT (O&amp;M) Division, Bhanjanagar</b>	<b>ENGAGEMENT OF ONE NO. HIRE NON A/C BOLERO OR EQUIVALENT REQUIRED FOR AGM (ELECT.) EHT (O&amp;M) LINE SUB-DIVISION, BHANJANAGAR</b>	Rs. 4130/-	2000/- + 12 % GST (Rs. 2240/-	<b>20.01.2018 (14:00 Hrs) &amp; 20.01.2018 (15:00 Hrs)</b>

The Tender specification can be obtained on payment of Rs. 2000/- + [GST@12%](#) = Rs. 2240/- in shape of Cash / Bank Draft drawn in favour of **EHT (O&M) Division, OPTCL, Bhanjanagar payable at Bhanjanagar** and an additional amount of Rs. 100/- (Rupees one hundred) only may be paid for postal delivery. The undersigned shall not be held responsible for any postal delay. The tender must be accompanied with requisite EMD in shape of Cash / Bank Draft drawn in favour of **EHT (O&M) Division, OPTCL Bhanjanagar payable at Bhanjanagar**. Incomplete tender and tender without EMD shall be rejected. If the last date of receipt/opening of Tender falls on a Holiday, then the tender paper will be received/ opened in the next working day. The undersigned reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Sd/-

Dy. General Manager (Elect),  
EHT (O&M) Division, Bhanjanagar

**TENDER SPECIFICATION FOR TENDER CALL NOTICE NO- 07/2017-18  
OF EHT (O&M) DIVISION, BHANJANAGAR**

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**SECTION-I**

**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 agencies/ Vehicle owners having PAN card and GST registration certificate, if available & fulfilling other criteria as per the tender document are only eligible to quote.
  - c) Bidders quote for engagement of vehicles must mention the name of the Office for which the offer is submitted.
  - d) **The vehicle shall not be more than 3 years old from the date of Registration.**
  - e) **The vehicle shall comply with minimum mileage of 13 km per litre of Diesel. However, Bidders quoting for more mileage and less consumption of lubricants shall be given preference.**
  - f) **The vehicles should have commercial registration, valid road permit for all Odisha jurisdiction, valid fitness certificate, valid 1st party insurance, non-pollution certificate, driving license 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 refix the headquarter in case of exigencies.**
  - h) **The bidder must agree to operate the vehicle in any part of Odisha.**
  - i) **In the event of being declared as the successful bidder, the bidder shall be required to provide vehicle along with a driver having necessary driving license.**
  - j) Tender must be submitted in sealed envelopes super scribed as “**HIRING OF DIESEL RUN COMMERCIAL REGISTERED LIGHT VEHICLE NON-AC BOLERO OR EQUIVALENT on monthly hire basis FOR AGM (ELECT.) EHT (O&M) LINE SUB-DIVISION, BHANJANAGAR**” against Tender Call Notice No. 07/2017-18 for opening and addressed to Dy. General Manager, EHT (O&M) Division, Bhanjanagar.
  - 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, phone No./FAX No.& E-mail ID 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. The authority is not responsible for receipt of tender after due date due to postal delay or any other reasons. Tenders received after due date due to postal delay or any other reason will not considered. The bidder who wants to receive the tender paper by post have to deposit additional Rs. 100.00 along with the tender paper cost.

- l) Conditional offers will not be accepted.
- m) If the last date of receipt of tender and its opening is a holiday, it will be received and opened on the next working day in 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 by the bidder.**
  - b) Bidders themselves or their authorized representatives (possessing authorization letter in original) shall be allowed to attend opening event of the tender.
5. 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.
6. The bidders may please note that the Word 'item' in the paragraph shall mean the vehicle as specified in the 'Tender Specification'. In case of deviations, the decision of the authority shall be final.
7. The authority reserves the right to reject the lowest or any other tender or all tenders without assigning any reason what so ever.
8. Tenders should be prepared clearly and without any overwriting and corrections. Erase and other changes shall bear the dated initial of the person signing the tender.
9. 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 bidders.
10. For evaluation, the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.

**11. 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.

**COMPLIANCES:**

- i) **Bidders** should purchase the relevant Tender specification from the office of the Dy. General Manager, EHT (O&M) Division, Bhanjanagar. **On-line downloaded Tender Specification Documents from our OPTCL website shall not be accepted.**
- ii) Tenders shall be submitted in person or by Registered post with A.D/Courier service which should be received before the schedule date & time as specified in the tender call notice.
- iii) Tenders shall not be submitted telegraphically or by FAX.
- iv) Tenders shall be accompanied with the prescribed earnest money deposit/attested Xerox copies of proof of exemption for furnishing the E.M.D. if any
- v) Tenders shall be kept valid for a minimum of 120 days from the date of opening of the tender.
- vi) Tender shall not be conditional or incomplete in any shape.
- vii) Tender should be submitted along with requisite amount of E.M.D in the manner specified in the Tender specification.
- viii) There should not be any violation of conditions set forth and provided in the tender specification.
- ix) The vehicle proposed for engagement on hire basis should not be more than three years at the time of issuance of Work order.
- x) The vehicle should have valid taxi permit for operation throughout Odisha.
- xi) Submission of xerox copy of GST registration certificate, if available.

## **Documents to be submitted along with the Tender:**

**The photocopies of the documents should be signed by the vehicle owner / Travel agency in each page.**

- i) I.T. Pan card
- ii) GST Registration certificate, if available
- ii) R.C. Book/Books of the vehicle/vehicles proposed to be engaged.
- iii) Valid taxi permit of the vehicle proposed to be engaged (If applicable).
- iv) Valid fitness certificate of the vehicle proposed to be engaged.
- v) Valid non pollution certificate of the vehicle proposed to be engaged.
- vi) Valid all Odisha permit certificate
- vii) Valid 1st party insurance certificate,
- viii) Up-to-date road tax clearance certificate.
- ix) Duly filled up abstract of terms and condition (Section-V).
- x) Valid Driving License of the driver to be engaged.

## **DECLARATION**

The bidders must submit the declaration in the prescribed format A & B of section III.

12. The tender call notice shall form part and parcel of the tender specification.
13. Any clarification with regard to the tender specification shall be issued by the undersigned on written request. However, the bidder cannot claim any revision of date of sale of tender paper or submission of tender.

## **SECTION II**

### **GENERAL TERMS AND CONDITIONS OF CONTRACT**

#### **1. SCOPE OF WORK & GENERAL CRITERIA :**

- (a) Providing, maintaining and operating Diesel run commercially registered light vehicles as mentioned in the schedule of quantity on monthly hiring basis for a period of two 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 to be engaged for any important work.**
- (b) **The vehicle shall not be more than 3 years old from the date of Registration**
- (c) **New vehicles may be given preference.**
- (d) **The vehicle to be engaged shall be required for transportation of OPTCL employees generally within the jurisdiction of the division/circle and at times within the state of Odisha. The Vehicle may also be required to carry material, testing equipment, T&P etc. for maintenance of substations and lines. For this purpose the vehicle may be required to move in Kachha road as required.**
- (e) 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. **It should be noted that though the vehicle will be hired on monthly basis, the payment will be made on daily basis i.e. excluding Sundays and holidays unless otherwise specially required. Hence the bidders are required to quote their rates on daily basis.**

- f) The bidder shall supply diesel and lubricant for running of the vehicle, which shall be reimbursed by OPTCL as per the contract.
- g) The vehicle should have taxi permit and comprehensively insured at the cost of the bidder.
- h) The driver should always carry a mobile telephone, (at the cost of the bidder), valid license, R.C. Book, taxi permit and insurance policy.
- i) The bidder should cater to all norms fixed by Odisha Road Transport Authority for running of the vehicle.
- j) 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.
- k) The bidder shall be liable to Pay all fines, penalties etc. arising out of or concerning the use of vehicle during the hiring period.
- l) 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 vehicle provided by him/her.
- m) 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.
- n) **The vehicle once contracted for duty to OPTCL shall not be used for private/ personal use by bidder.**
- o) The vehicle shall be available for duty for 12 hours a day normally between 8 AM 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 Km travelled from the Head Quarters for use by OPTCL only. The Km travelled by the vehicle for maintenance and halting at 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 contract) shall be made available, otherwise the differential cost of hiring of another vehicle shall be deducted from his bills.
- s) Any damage to the vehicle due to negligence or any other cause, 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.

## 2. Price:-

- a) The price quoted by the firm shall remain firm during the currency of the contract which shall be ordinarily for one year and may be extended for a further period on mutual consent. The rate of mileage and consumption of lubricants shall also remain firm during the currency of the contract. The hire charges 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, lubricant and toll taxes shall be paid by the owner, which shall be claimed in the monthly bill for reimbursement.

### 3.0 **PERIOD OF CONTRACT**

- 3.1 The period of contract shall be for **one year** from the date of agreement, subject to satisfactory performance of the vehicle. On successful completion of the contract, if the company so desires, the same may be extended for further **one year** on mutual consent.
- 3.2 The company reserves the right to terminate the contract without assigning any reason thereof, at any time during currency of contract by giving 30 days notice of its intention to do so. In the event of any such termination of the contract, the owner/Agency shall only be entitled to 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/Agency to fulfil 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 Agency/owner towards risk & cost.

### 4.0 **RIGHT OF ACCEPTANCE OR REJECTION OF TENDERS:**

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

### 5.0 **EARNEST MONEY DEPOSIT :**

BIDDERS are required to submit EMD amounting to 1% of the monthly hiring charges including taxes i.e. daily quoted rate x 25 days (considering average running of 25 days per month) in the shape of Demand Draft only drawn in favour of EHT (O&M) Division, OPTCL, Bhanjanagar payable at Bhanjanagar. EMD in the form of Demand Draft should be submitted along with Bid documents. 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 withdraw it's bid before finalization of tender.

### 6.0 **FORFEITURE OF E.M.D.:**

- a) In the event the successful BIDDERS 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.

### 7.0 **SECURITY DEPOSIT:**

Successful bidders will be required to deposit an amount of 4000/- (Rupees Four Thousand) only towards security deposit. The security deposit will not carry any interest and will be refunded only after satisfactory execution of the contract and after adjustment of any dues; EMD will be adjusted towards Security Deposit.

### 8.0 **RUNNING AND MAINTENANCE OF VEHICLES SUPPLIED ON FIXED DAILY RATES**

- 8.1 The movement of the vehicle may be throughout the state of Odisha, but generally within the jurisdiction of EHT (O&M) Division, Bhanjanagar.
- 8.2 OPTCL being a Electricity service provider, the vehicle shall be required to run at times even in Kachha Road for maintenance of lines and substations. Equipments, maintenance kits tools and plants shall also be carried in the vehicle.
- 8.3 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 8 AM to 8 PM. In case of urgency the vehicle may be required to run on Sundays & 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.



- 8.4 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.
- 8.5 The vehicle shall be kept in good running condition at all times by the Agency/owner. Procurement of fuel, lubricants, spare parts etc. will be arranged by the Agency/ owner at his own cost .Maintenance/ repair, frequent check-up ,servicing ,over hauling and payment of wage to Driver and Clearance etc. will be the Agency's/owner's responsibilities and no claim whatsoever on this will be entertained except the cost of fuel and lubricants as per the contract.
- 8.6 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.
- 8.7 Agency has to make his own arrangement to procure fuel, lubricants, spare parts etc. on account of repair etc. If the vehicle is sent to Garage or filling station; the Agency/owner cannot claim these empty trips as well as the time involved for the purpose which will be to the owner's account.
- 8.8 The vehicle should comply with minimum mileage of 13 km per litre of diesel and consumption of lubricant minimum of 1 litre per 750 km run.

9.0 **USE OF VEHICLE :**

- 9.1 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.
- 9.2 The Agency /owner should not refuse to send the vehicle to any other place as directed by the officer-in-charge or his representatives.
- 9.3 The Agency/owner shall be responsible for the proper behaviour of the person/driver employed by him and have control over them. Without prejudice to the generality of above, the Agency/owner shall be bound to prohibit and prevent the person/driver from being intoxicated while on duty, trespassing or acting in any way detrimental or prejudice to the interests of Company, Community or of the proprietor of land in the neighbourhood or the occupants/users of the vehicle. In the event of such employees so trespassing, the Agency/owner shall be responsible for them and shall not only relieve the company from all consequent claims but will also be liable for all consequences. The decision of the Officer-in-charge upon any matter arising under this clause shall be final and binding on the Agency.

10.0 **STAUTORY LAWS:**

- 10.1 The Agency/owner will comply with all statutory provision of law and keep OPTCL indemnified against all actions arising due to or of the Agency /his employees.
- 10.2 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 permits per statutory provisions.

11.0 **TAXES / INSURANCE / PERMITS:**

- 11.1 All taxes and insurance presently in force or to be levied in future during the contractual period in respect of the vehicles shall to be entirely borne by the Agency/owner.
- 11.2 Proof of having paid all taxes, insurance etc. shall be furnished by the Agency /owner.
- 11.3 Agency/owner shall have paid all dues towards permit as per statutory provisions.
- 11.4 Agency /owner shall be bound by all valid & relevant regulations of motor vehicle Act applicable at present and may be enforced from time to time.
- 11.5 Drivers driving the vehicles must have valid professional driving license/badge as provided in the M.V. Act.
- 11.6 During the contract period , if the vehicle is seized/ requisitioned by Government, authorities for non-compliance of relevant act/statutory requirement etc. or for any other reason whatsoever penalty/compensation as per clause-12 will be payable by the Agency/owner, besides the liability to provide an alternative vehicles to OPTCL without any loss of time.



**12.0 COMPENSATION AND PENALTY:**

- 12.1 For the vehicles to be provided on fixed charges basis the vehicle shall remain in service for a minimum of 12 Hours duty. In case of non-reporting of the vehicles, the Agency shall provide replacement of an equally good vehicle immediately failing which the company will treat the vehicle not on job for the aforesaid period and will deduct from his bill/ security deposit 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.
- 12.2 In case of hijacking or accident, the absence from duty shall be to the owner's/Agency's account and failure to provide suitable alternate vehicle under the same terms and conditions, penalty and recovery shall be made as per clause 12.1.
- 12.3 In case of any damage caused by the vehicle or to the vehicle and the people including those in the vehicle shall be to the Agency/owner's account.

**13.0 RISK PURCHASE CLAUSE:**

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

**14.0 OPERATION AND MAINTENANCE CREWS:**

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

**15.0 EMPLOYMENT / LIABILITY:**

- 15.1 The Agency/owner shall be solely and exclusively responsible for engaging or employing Drivers. All employees engaged by the Agency/owner shall be on his pay roll and paid by him. The company will have no liability what so ever concerning the employees of the Agency or of the owners of the vehicle. The Agency/owner shall indemnify OPTCL against all loss or damage arising out of or in the course of his employing persons or out of his relations with his employees. The Agency/owner shall make regular and full payment of all wages and allowances to its workers/ employees. The Agency/owner shall be directly responsible for any disputes arising between him and his employees and keep the officer-in-charge indemnified against losses, damages or claims arising thereof including any workmen compensation etc.
- 15.2 In case of non-fulfilment of any obligations under the contract or law, the Officer-in-charge reserves the right to withhold payments due to the Agency/owner. The Agency/owner shall at his own expenses carry and maintain such insurance with the insurance Company/ Companies as may be required under any law or regulations.

**16.0 MAINTENANCE OF SPEED METER:**

- 16.1 It is the responsibility of the owner/Agency to maintain the speedometer of the vehicle in proper condition.
- 16.2 In case the speed meter of the vehicles does not function for a specific period, the decision of the Officer -in - Charge shall be final and binding. The Agency/owner shall arrange to repair / replace the Speed meter within 24 hours without fail.

**17.0 PROVISIONS REGARDING RECORDING OF LOGBOOK:**

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

**18.0 PAYMENT OF BILLS:**

Bills shall be submitted within first week of the month.

- 18.1 The toll gate charges and airport/railway parking charges will be reimbursed by the Company. The receipt of payment shall be enclosed along with the bills.
- 18.3 The Agency/owner shall submit bills in triplicate to the officer - in - charge or his authorized representatives with relevant documents in proof of carrying out the work including certified copies of the Log Book extract to the best satisfaction of the Company as required by the Officer-in-charge in support of claims preferred in the bills.
- 18.4 Payment shall be made after deduction of statutory taxes.
- 18.5 The bills shall be submitted to the respective controlling officers. Payment shall be made by the paying officers.

**19.0 ADDITION OR DELETION OF SCOPE:**

The Scope of the work/ services may be altered in quantum as per exigencies of work. The Agency shall accordingly provide services as may be required by the Officer- in -Charge on being given a notice of 15 days.

**20.0 JURISDICTION OF COURT:**

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

**21.0 GENERAL:**

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.

- 21.1 The Company is at liberty to reject the vehicles found defective during duty time in which case the Agency/Owner will be liable for all consequences.
- 21.2 The price quoted shall remain firm during the currency of the agreement.
- 21.3 The authority may re fix the head quarters between the headquarters of users.
- 21.4. The concerned DGM/GM may also allot the vehicle temporarily for any other work of the company.

**22.0 ARBITRATION:**

- 22.1 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 on arbitration and conciliation Act. 1996. The venue of arbitration will be Bhubaneswar.

## SECTION III

### (A) FORM OF DECLARATION /UNDERTAKING

We have gone through the tender specification and undertake to comply to 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 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 per 13 km and 1 litre lubricant per 750 km 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 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

**(B) INFORMATION IN RESPECT OF VEHICLE**

<b>Model No. Make, Date of manufacture and Date of purchase of the vehicle.</b>	<b>Road tax paid up to</b>	<b>Registration No. of vehicle</b>	<b>Insurance paid up to</b>	<b>Details of fitness certificate valid up to</b>	<b>Permit valid up to</b>

Name of the signatory  
Seal

Signature of the bidder  
Date

**SECTION IV**

**SCHEDULE OF QUANTITY OF VEHICLES**

<b>Sl No.</b>	<b>Name of the Division/Offices</b>	<b>Name of the Headquarter</b>	<b>Type of vehicle</b>	<b>Qty</b>	<b>Name of the Controlling Officer</b>	<b>Name of Paying Officer</b>
<b>1</b>	<b>AGM (ELECT.) EHT (O&amp;M) LINE SUB-DIVISION, BHANJANAGAR</b>	<b>BHANJANAGAR</b>	<b>Nine seater Non-A/C Bolero or equivalent</b>	<b>1 no</b>	<b>AGM (ELECT.) EHT (O&amp;M) Line Sub-Division, Bhanjanagar</b>	<b>DGM, EHT (O&amp;M) Division, Bhanjanagar</b>

**N.B.:** The Head Quarter of the vehicle can be rotated / re-fixed by the concerned Divisional Heads. The vehicle can also be used temporarily in areas outside its normal headquarters.

## SECTION V

### PRICE SCHEDULE

SI No.	Type of Vehicles with Registration No.	Name of the Office where to be engaged	Mileage per litre of HSD in Km/Ltr.	Mileage per litre of Lubricant in Km/Ltr.	Daily Rent in Rs.	Night halt charges in Rs. per night (for halt outside the normal Head Quarter)

**GST (if any) on daily hire charge**  
(To be mentioned by the bidder)

**Full Name of the bidder**

**Signature of the bidder.**  
**SEAL**

## SECTION-VI

### ABSTRACT OF TERMS AND CONDITIONS

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

DESCRIPTION		REMARKS
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:	
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: YES/NO	
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) 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 with Seal

## SECTION – VII

### LITIGATION HISTORY

Name of the Bidder:

**Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution with OPTCL.**

Year.	Award for or against bidder	Name of client, cause of litigation and matter in dispute	Disputed amount (current value in Rs.)

Place:

Date:

Signature of Bidder:

Name, Designation, Seal

### END OF TENDER SPECIFICATION