

ODISHA POWER TRANSMISSION CORPORATION LTD OFFICE OF THE DEPUTY GENERAL MANAGER, TELECOMMUNICATION DIVISION REPUAMBLE, 700000

TELECOMMUNICATION DIVISION, BERHAMPUR - 760006 TEL NO. 0680-2271262, E-mail: telc.div.bam@optcl.co.in

Notice Inviting Tender: DGM - Telecom - 01/2017-18 Tender Specification No. DGM-Telecom-Hire Vehicle-01/2016-18

FOR

SUPPLY of COMMERCIAL VEHICLE for Deputy General Manager, O/O Telecom. Division, OPTCL, Berhampur.

PART - I

SECTION- I- INSTRUCTION TO BIDDERS.

SECTION- II- GENERAL CONDITIONS OF CONTRACT.

SECTION-III- TECHNICAL SPECIFICATION

SECTION-IV - DECLARATION BY THE TENDERER

PART - II -- PRICE SHEDULE

Available of tender documents: From dt- 17.07.2017 (11.00 Hrs) to dt 24.07.2017 (12.00Hrs)

Last date of submission of tender paper: up to dt-24.07.2017 (14.00Hrs)

Date of opening of Tender: dt-24.07.2017 (16.00 Hrs)



ODISHA POWER TRANSMISSION CORPORATION LTD. REGD. OFFICE: JANPATH, BHUBANESWAR – 751 022, ODISHA

Notice Inviting Tender: DGM - Telecom - 01/2017-18

Tender Specification No. -DGM-Telecom-Hire Vehicle- 01/2017

For and on behalf of ODISHA POWER TRANSMISSION CORPORATION LTD, DGM(Telecom) invites Tenders from reputed bidders in single part bidding system for supply of hired vehicle in annual contract basis for Deputy General Manager, Telecom. division ,OPTCL, Berhampur, from the reputed Travel agencies/vehicle owner having valid *Service Tax registration No., PAN Card*, contract carrying certificate/Taxi permit., State Road permit to run the vehicles within the state of Odisha, and *experience* in similar type of works under OPTCL / any other Odisha Govt. organization for Supply of hired Vehicle. The interested bidders would be required to collect bidding documents available at Telecom. division, OPTCL, Berhampur from 17.07.2017 (11.00Hr) up to 24.07.2017(12.00Hr)

N.B:- All subsequent addendums/corrigendum to the tender shall be hosted in the OPTCL's official web site http://www.optcl.co.in only.

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DEPUTY GENERAL MANAGER [Telecom.]



PART - 1

SECTION - I

INSTRUCTION TO BIDDER

ODISHA POWER TRANSMISSION CORPORATION LTD. OFFICE OF THE D.G.M (Telecom) TELECOM DIVISION, BERHAMPUR, AT; DUDUMACOLONY, POST: PANIGRAHIPENTHO – 76006, ODISHA,

TENDER NOTICE NO. DGM -Telecom- 01 /2017-18

Tender Specification No. DGM-Telecom- Hire Vehicle-01/2017-18

For and on behalf of the ODISHA POWER TRANSMISSION CORPORATION LTD., the undersigned invites bids under single bidding system as per the following details.

SI No	Tender Specification No.	Description of vehicle	Ouantity	Earnest Money Deposit (In Rs.)	Cost of Tender Spec. document (in Rs.)	Last date of receipt & opening of tender paper
1.	DGM- Telecom- Hire Vehicle- 01/2017-18	AC Bolero or Equivalent	One	5,000/-	672/- (including GST@12%)	Last date of receipt is 24.07.2017 (14.00Hr) & Date of opening of tender is 24.07.2017 (16.00Hr)

The bidders can view the tender documents from website free of cost.

The bidders who want to submit bid shall have to pay ₹ 672/- (Rupees Six Hundred) only nonrefundable) towards the tender cost, in the form of Demand draft /Cash only. The DD should drawn in favour of the Telecommunication Division, OPTCL, Berhampur.

The offer should be submitted in two separate sealed envelopes super scribing

- 1. "Supply of vehicle contract-2017-18 Technical Bid".
- 2. "Supply of vehicle contract-2017-18. Price Bid".
- 1.0 <u>FOR TECH</u>NICAL BID:
- 1.1 One copy of the GTCC, Technical specification and Price schedule (Blank) duly signed on each page should be submitted as a token of acceptance of the terms and conditions.

- 1.2 The following documents should be furnished in the Technical Bid. (A) DOCUMENTS:-
- I) Registration of Travel agency/copy of Registration certificate to vehicle issued by RTO in name of the Agency/Owner.
- ii) Copy of Service tax Registration certificate and up-to-date clearance for the last financial year..
- iii) Proof of Income Tax clearance & copy of PAN Card.
- iv) Copy of the valid State Road permit to run the vehicles within the state of Odisha.
- v) Copy of the Valid First Party Insurance.
- vi) Copy of contract carrying certificate/Taxi permit.
- vii) Copy of valid non-pollution certificate.
- Viii) Copy of fitness certificate.
- ix) Copy of up to date Tax payment.
- x) Copy of the Driving license with badge of the Driver.
- XI) Copy of FIRM Registration Certificate.
- XII) Undertaking to be given by the Agency that the vehicles to be provided are having valid Taxi permit.
- XIII) Copy of orders for providing hired vehicles to any other office/Departments.
- (B) The following original documents will be required at the time of agreement to be verified by the Engineer-In-Charge.
- I) Make, Type and date of manufacture of the vehicle.
- ii) R.C. Book in Original.
- iii) Contract carrying license in Original.
- iv) First party insurance of vehicle in Original.
- v) Name of the Driver & attested copy of his valid commercial driving license/badge in Original.
- vi) All Odisha permits with documentary proof.
- vii) An undertaking to run the vehicle on all roads of Odisha.
- 2.0 COST OF FUEL / LUBRICANTS DETENTION CHARGES ETC.
- 2.1 The Agency shall be reimbursed cost of fuel @13KM run per liter of fuel including the cost of hire charges per day. Further one liter of Mobil in every 750 KM run of the vehicle will be reimbursed.

3.0 FOR PRICE BID

- 3.1 The agency should quote the rate as per price schedule (Part-II) in a separate sealed cover and duly signed and Super scribed "Supply of Vehicles Contract- 2017 PRICE BID".
- 4.0 The Tender should be submitted to the deputy General Manager, Telecom, OPTCL, Berhampur on or before 24.07.2017 at 14.00 Hr and to be opened at 16.00 Hr. on the same day. The Tenders received late or with any deviation are liable to be rejected.
- 5.0 If the Tender fails to furnish the details of the Technical Bid, the Tender will be rejected & the PRICE BID in original will be sent back to the Tenderer un-opened.

DEPUTY GENERAL MANAGER TELECOMMUNICATION

SECTION - II

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR HIRING OF VEHICLES

1.0 **DEFINATION OF TERM**

- 1.1 The Company shall mean ODISHA POWER TRANSMISSION CORPORATION LIMITED (OPTCL) a company registered under the Companies Act 1956 and having its registered office at Janpath, Bhubaneswar-751022.
- 1.2 The Travel Agent/vehicle owner (hereafter called Agent) shall mean the successful bidder who has agreed to provide the vehicles to the Company as and when required.
- 1.3 The Officer-in-Charge shall mean the person designated as such by the Company and shall include those who are expressly authorized by the Company to act for and on its behalf.

2 SCOPE OF WORK:

The work involves:

- 2.1 a) providing, maintaining Diesel A/c Bolero or equivalent on fixed daily hire charges basis.
 - b) The vehicle provided should not be more than 03 (three) years old from the date of its manufacture.
- 2.2 The Agent should have relevant experience of satisfactory supply of vehicles to any reputed organization with sufficient proof (proof to be enclosed).
- 2.3 The vehicle may be utilized for transportation of small tools and plants with testing kits for OPTCI work. For this purpose the firm should submit undertaking.

3. PERIOD OF CONTRACT:

- 3.1 The period of contract shall be maximum for two years from the date of agreement. On successful completion of the contract, if the Company so desires, the same may be extended for further period on mutual consent. The successful Travel agency has to execute an agreement on a non-judicial stamp paper with the concerned division after receipt of work order and furnishing security deposit before providing the hire vehicle under the terms and condition stipulated for the purpose. The agency is also to produce the original documents at the time of agreement.
- 3.2 The Company reserves the right to terminate the Contract without assigning any reason thereof, at any time during the tenure of contract by giving 30 days' notice of its intention to do so. In the event of any such termination of the contract the agent shall only be entitled to all the amount for services actually provided under the contract till the termination of contract subject to deductions if any under the terms of contract. No other claims shall be allowed or considered.
- 3.3 In case of failure by the Agent to fulfill his contractual obligations, the Officer-incharge reserves the right to rescind the contract and the security deposit shall be forfeited in addition to any additional liability on the Agent towards risk and cost.

4.1 RIGHT OF ACCEPTANCE OR REJECTION OF TENDER:

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

5.1 EARNEST MONEY DEPOSIT:

Tenderer are to submit interest free EMD of Rs. 5000/- (Five thousand) only in

shape of Demand Draft only drawn in favor of Telecom Division, OPTCL, Berhampur payable at Berhampur. EMD in the form of Demand Draft should be submitted along with Technical Bid only. Offers without EMD are liable to be rejected. The EMD will be released after finalization of the Tender for unsuccessful bidders. EMD will be forfeited if the successful bidder fails to supply vehicles as per terms of contract.

6.0 SECURITY DEPOSIT:

Successful bidders will be required to deposit an amount of 5000/- (Rupees five 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.

- 7.0 Running and maintenance of vehicles supplied on daily hire charges basis.
- 7.1 For vehicles provided on daily hire charges basis, the vehicles are required to be in service / operation for a minimum of 12 hours daily including Sundays and Holidays if required and shall operate as per time schedule and instruction of Officer-in-Charge or his authorized representatives
- 7.2 The Agency should maintain proper records of Drivers attendance and payment made to them and such records should be made available to the company for scrutiny as and when required. The Agency shall be responsible for all sorts of statutory payments to the Driver employed by him.
- 7.3 The vehicle shall be kept in good running condition at all times by the Agent. Procurement of fuel, lubricants, spare parts etc. will be arranged by the Agent at his own cost. Maintenance repair frequent check-up servicing over hauling payment of wage to Driver will be the Agent's responsibilities and no claim whatsoever on this will be entertained.
- 7.4 Normal maintenance kit, first-aid box etc. shall be always made available with the vehicle by the Agency.
- 7,5 Agent has to make his own arrangement to procure fuel, lubricants,& spare parts . on account of repair etc. If the vehicle is sent to Garage or filling station, the Agent cannot claim these empty trips as well as the time involved for the purpose.
- 7.6 Payment under schedule of rates is applicable only after reporting the vehicle at office of the DGM, Telecom Division, OPTCL, Berhampur or any specified place.

8.0 USE OF VEHICLE:

- 8.1 During the period of contract, the vehicle shall be exclusively used for OPTCL as per directions of officer-in-charge or his Authorized representatives.
- 8.2 The Agent should not refuse to send the vehicle to any place as directed by the Officer-in-Charge or his representatives.
- 8.3 The Agent shall be responsible for proper behavior of all the persons employed by him and have control over them. Without prejudice to the generality of above, the Agent shall be bound to prohibit and prevent any employee from being intoxicated while on duty trespassing or acting in any way detrimental

or prejudicial to the interests of Company, community or of the proprietors of land and properties in the neighbor-hood or the occupants users of the vehicles. In the event of such employees so trespassing, the Agent shall be responsible for them and shall not only relieve the company from all consequent claims but will

be liable for all consequences. The decision of the officer-in-Charge upon any matter

also

- arising under this clause shall be final and binding on the Agent.
- 8.4 In case, the vehicle will be requisitioned for election duty or polio duty or any other statutory duty by the Govt. 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

agent/owner only.

9.0 STATUTORY LAWS:

- 9.1 The Agent will comply with all statutory provisions of law and keep OPTCL indemnified against all actions arising due to or act of the Agent/his employees.
- 9.2 The vehicle should have all valid documents like R.C. Books, Insurance Certificate, Road Tax permit etc. in up-dated conditions for inspection of OPTCL officials at any time. The vehicles must have commercial registration.

10.0 <u>TAXES/INSURANCE/PERMITS:</u>

- 10.1 All taxes and insurance presently in force or to be levied in future after commencement of contract period in respect of the vehicles shall have to be entirely borne by the Agent.
- 10.2 Proof of having paid all taxes, insurance etc. shall be furnished by the Agent.
- 10.3 Agent shall have valid Taxi permit as per statutory provisions.
- 10.4 Agent shall comply with all relevant rules and regulations of Motor Vehicle Act applicable at present and may be enforced from time to time.
- 10.5 Drivers driving the vehicles must have valid professional driving license / badge as provided in the M.V. Act.
- 10.6 During the contract period, if the vehicle is seized or requisitioned by Government, authorities for non-compliance or relevant act/statutory requirement etc. or for any reason what so ever penalty / compensation will be payable by the Agent besides the liability to provide for alternative vehicles to OPTCL without any loss of time.

11.0 COMPENSATION AND PENALTY:

- 11.1 For vehicles to be provided on fixed daily charges basis the vehicles shall remain in service for a minimum of 12 Hrs. duty. In case of non-reporting of the vehicles, the Agent shall provide replacement of an equally good vehicle immediately failing which the company will treat the vehicle not on job for the aforesaid period and will deduct from his bill/security deposit at the rate of Rs. 500/- per day for absent period without prejudice to any other rights under the contract including termination and consequences.
- 11.2 For vehicles to be provided as and when required basis if the Agent fails to provide the vehicle as enumerated in the agreement / order the company reserves the right to get the vehicle through other agencies at the risk and cost of the Agency besides levying a penalty of Rs. 50/- to Rs. 100/- for the delay of every 30 minutes or part thereof and without prejudice to the liability for termination, forfeiture of deposit and other consequences.

12.1 RISK PURCHASE CLAUSE:

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

13,0 PERATING AND MAINTENACE CREWS:

14.1 The agent at his own cost shall maintain experienced Driver holding valid license.

14.2 <u>EMPLOYMENT/LIABILITY:</u>

- 14.3 The Agent shall be solely and exclusively responsible for engaging or employing Drivers. All employees engaged by the Agent shall be on his pay roll and be paid by him. The company will have no liability what so ever concerning the employees of the Agent or of the owners of the vehicle. The Agent shall indemnify OPTCL against all loss or damage arising out of or in the course of his employing persons or out of his relations with his employees. The Agent shall make regular and full payment of all wages and allowances to its workers/employees. The Agent shall be directly responsible for any disputes arising between him and his employees and keep the Officer-in-Charge indemnified against losses, damages or claims arising thereof including any workmen's compensation etc.
- 14.4 In case of non-fulfillment of any obligations under the contract or law, the Officer-in-Charge reserves the right to withheld payments due to the Agent.
- 14.3 OPTCL shall not be any responsible for any type of loss / damage / insurance claim in course of engagement of hired vehicles for OPTCL work purpose.

15,0 MAINTENANCE OF DUTY SLIP / LOG BOOK FOR VEHICLES FIXED DAILY CHARGES BASIS / OUT STATION JOURNEY:

- 15.1 Duty slip should be maintained by the Agent to record details of use of vehicles which is to be countersigned by the authorized officer of the Company from time to time.
- 15.2 In case the speedometer of the vehicles does not function for a specific period, the assessed by the Officer-in-Charge whose decision shall be final and hiding on the Agent. The Agent shall arrange to repair / replace the Speedo Meter within 24 hours of any failure failing which hourly deduction will be made as per compensation formula for the period beyond 24 hours, Duty slip shall have to be produced to the Officer-in-Charge or his authorized representative regularly for observation and checking etc.
- 15.3 The Agent shall further submit relevant duty slip within the first week of following month for verification along with bills for pass and payment.
- 15.4 Duty slip on completion shall be submitted to the Officer-in-Charge for record. The Agent can have a duplicate copy for his record, if he desires.

16.1 PROVISION REGARDING RECORDING OF LOG BOOK:

- 16.2 All transactions for the vehicles which are engaged on regular as is are to be maintained in the log book prescribed by OPTCL, instead of duty slip. As this record is an original record, the same is to be handed over to DGM, Telecom, OPTCL, and Berhampur after its completion.
- 16.3 The log book is to be issued to the Agent in favour of officer using the vehicle. The care of log book is the sole responsibilities of the Agent. The transactions recorded in the log books are to be countersigned by the DGM, Telecom, OPTCL, Berhampur.
- 17.1 PAYMENT OF BILLS:
- 17.2 For vehicle to be provided on as and when required basis the bills are payable once in a month. Bills shall be submitted within first week of the month.
- 17.3 The toll gate charges and air- port parking charges will be reimbursed by the Company. The receipt of payment shall be enclosed along with the bills.
- 17.4 For the vehicles provided on fixed daily charges basis, the bills are payable once in

- a month. The Agent is required to submit the bills along with the duly slip of the vehicles and any other relevant documents.
- 17.5 The Agent shall submit his bills in triplicate to the Officer-in-Charge or his 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.

18.1 ADDITION OR DELETION OF SCOPE:

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

19.1 JURISDICTION OF COURT:

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

20.0 GENERAL:

- 20.1 In case of public strike, the Company shall not be liable to make any payment towards retention charges for the period of absence nor will be liable for any other claim.
- 20.2 The company is at liberty to reject the vehicles found defective during duty time in which case the Agent will be liable for all consequences.
- 20.3 One representative of the Agent shall report to the Officer-in-Charge at least once every day for collecting report and providing vehicles requirement. He should produce the duplicate copies of the duty slips to the Officer-in-Charge on the journey.
- 20.4 The price quoted shall remain firm during the currency of the agreement.

21.0 ARBITRATION:

In the event of any dispute arising out of his contract, the same shall be referred to the Director (HRD) OPTCL, Bhubaneswar or any other officer of OPTCL as may be decided by the Chairman-Cum-Managing Director, OPTCL, Bhubaneswar. The decision of the officer shall be final and binding on the Agent.

Deputy General Manager, Telecommunication.

SECTION-III

TECHNICAL SPECIFICATION

INFORMATION IN RESPECT OF VEHICLE

Condition:-

The required Diesel & Engine oil will be supplied by the vehicle Owner and cost for the same will be reimbursed during submission of monthly bill. No other expenditure will be entertained. Consumption of Diesel should not be less than 13KM/Ltr and Engine oil of one liter 750Km run of vehicles. All the details of Vehicle should be furnished as per the following tables.

SI No	Description	Information
1	Type of Vehicle	
2	Vehicle Model No.	
3	Manufacture date of Vehicle	
4	Registration No. of the vehicle	
5	Road Tax paid up to	
6	Insurance Paid up to	
7	Fitness certificate valid up to	
8	Operational Area	Odisha State
9	Controlling officer	DGM, Telecom. OPTCL, Berhampur.
10	Consignee.	
11	Place of use of the vehicle	Berhampur
12	Mileage per liter of Diesel.	
13	Mileage per liter of Engine Oil	

14 Whet condi	ner agreeable to OPTCL terms & ions	YES/NO	
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Signature of Agency/Owner

PART - II

PRICE SCHEDULE.

(TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPSUPERSCRIBING "PRICE BID")

SCHEDULE OF RATE FOR VEHICLES

SI.No.	Description	Offer of the bidder
1	Type of vehicle	
2	Daily charges 12 Hrs for Local	
3	Monthly charge for duty 12Hrs per day	
4	Detention charges (Beyond 12 Hr) Local	
5	Detention charges for outstation journey	
6	Night halt charges in Rs per night (for halt outside the normal Head Quarter) inclusive of all taxes.	

Note: Evaluation of Price Bid

Evaluation shall be done on the following only.

- 1. Price offered for monthly charges for duty 12Hrs per day/25days per month, in both word & figure.
- 2. Service Tax.

Signature of the bidder With stamp

SECTION-IV

DECLARATION FORM (TO BE SUBMITTED WITH THE TENDER PAPER)

То	The Deputy General Manager, Telecommunication Division, OPTCL, Berhampur .
Sub: T	ender Notice No. DGM-Telecom-Hire Vehicle- 01/2017
Sir, Diesel	Having examined the above tender paper we hereby offer to Supply of One is run light vehicle complete in all aspect to the rates/entered as mentioned in
our te	nder enclosed herewith.
2.	We certify to have purchased a copy of tender paper remitting Rs
	Bank Draft No. Dt.
3.	We agree to keep the EMD amount as Security if our bid will considered for contract.
	Yours faithfully,
Encl: 1	Гender of duplicate

Signature of Tenderer (withSeal)

SECTION - IV

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 the 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 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/13 km and 1 liter lubricant/750km or as per the tender whichever is less.
- 10. Shall provide alternate vehicle of similar model as per the tender under same terms and conditions immediately, in case the original vehicle is not available due to repair or any other reason.
- 11. Shall supply alternate driver with valid suitable license in the event of non-availability of original driver.
- 12. Shall abide by the penalty and compensation clause of the tender specification.
- 13. The cost of repair of the vehicle shall be to our account.
- 14. Shall abide by all other conditions of the tender document.
- 15. Shall abide by all valid conditions laid out by OPTCL, subsequently not included in the present terms & conditions.

Name of the Signatory.

Signature of the bidder.