



ODISHA POWER TRANSMISSION CORPORATION LTD.
OFFICE OF THE DEPUTY GENERAL MANAGER : ELECT.
E&MR DIVISION: MERAMUNDALI
AT: KANTABANIA, PO:KUSUPANGA, PIN-759121
DIST: DHENKANAL(ODISHA)
CIN: U401020R2004SGC007553/GSTIN: 21AAAC07873L1Z6
Email: emrt.div.mrm@optcl.co.in

TENDER SPECIFICATION
NO.04/2021-2022

FOR

HIRING OF COMMERCIAL DIESEL RUN LIGHT VEHICLE FOR EMR SUB-DIVISION, DHENKANAL UNDER EMR DIVISION MERAMUNDALI.

SALE OF TENDER SPECIFICATION: DT. 03-01-2022 (During office hour)

LAST DATE SALE OF TENDER SPECIFICATION: DT. 18-01-2022 (During office hour)

LAST DATE OF SUBMISSION OF TENDER: DT. 19-01-2022 (Up to 1 P.M.)

DATE OF OPENING OF TENDER: DT. 19-01-2022 (at 3.00 P.M.)

COST OF TENDER PAPER: Rs. 2240.00(Cost of tender paper+12%GST extra)

ISSUED TO,

M/S.....

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SECTION-1

ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Govt. of Odisha Undertaking)

Regd. Office: Janapath, Bhubaneswar-751 022, Odisha

OFFICE OF THE DY. GENERAL MANAGER: ELECT.

E&MR DIVISION, MERAMUNDALI

AT: KANTABANIA , PO: KUSUPANGA, PIN-759121, DIST: DHENKANAL (ODISHA)

Email: emrt.div.mrm@optcl.co.in CIN: U401020R2004SGC007553 GSTN: 21AAACO7873L1Z6



TENDER CALL NOTICE NO. 04/ 2021-22

The Deputy General Manager (Elect.), E&MR Division, Meramundali invites sealed Tenders in duplicate from intending Registered Travel Agencies / Vehicle Owners having GSTIN for Engagement of Commercial diesel run light vehicle on hiring basis under E&MR Division, Meramundali.

The station where vehicle will be engaged as follows:

Sl. no.	Type of Vehicle	No	For Use	Date of Registration of the Vehicle	Paper Cost + GST@12% in Rs.
1	Non-AC Bolero/ Equivalent vehicle (9 seated) 12hours per day	1	E&MR Sub-Division, Dhenkanal.	On or after 01-12-2018 Or New	2240.00/- (2000+GST@12%)

The tender specification can be obtained from the office of The DGM, E&MR DIVISION, MERAMUNDALI on payment of Paper Cost +GST @ 12%(Non Refundable) in shape of Cash/ Bank Draft in favour of **E&MR Division OPTCL, Meramundali, Payable at Union Bank of India, Angul** on any working day during office hours from **Dt.03-01-2022** to **Dt.18-03-2022**. In case the D.D made any other nationalized bank payable at any clearing branch at Angul 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 Non-refundable

The Tender shall be received by **01.00 PM** of dated **19-01-2022** & will be opened at **03.00 PM** of 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 shall be issued to each Bidder. E.M.D value (detail mentioned in EMD clause) should be deposited either in shape of Demand Draft in favour of **E&MR Division OPTCL, Meramundali, Payable at Union Bank of India, Angul** or by cash.

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
E&MR Division, Meramundali

SECTION II

INSTRUCTION TO BIDDERS

1. The bidders must read in detail the “Instruction to Bidder”, “General terms and conditions” and all other sections carefully before filling the Tender documents. There are six sections in this Tender Specification.

2. TENDERS:

- a) Bidders must submit their bids separately in respect of each station/office with original signature in every page and attached documents.
- b) Registered Travel agencies/ Vehicle owners having PAN card and GST registration Certificate fulfilling other criteria as per the tender document are only eligible to quote.
- c) The **date of manufacturing** of the vehicle / vehicles proposed for engagement on hire basis should be **on or after Dtd.01.12.2018**. Newer vehicles may be given preference over older vehicles.
- d) The vehicle shall comply with minimum mileage of **13 km/ 1 litre** of Diesel and consumption of lubricant minimum of **1 litre /750 km**. However, tenderer quoting for more mileage and less consumption of lubricants shall be given preference.
- e) The vehicle should have commercial registration, valid road permit for all Odisha jurisdiction, valid fitness certificate, valid 1st party insurance, Non-pollution certificate and must comply to the relevant clauses of Odisha Motor vehicle act.
- f) Though the normal headquarter of the vehicle shall be as specified in the tender document, OPTCL may temporarily re-affix the headquarters in case of exigencies.
- g) The bidder must agree to operate the vehicle in any part of Odisha.
- h) In the event of being declared as the successful bidder, the bidder shall be required to provide vehicle / vehicles along with a driver / drivers having necessary driving license.

Tender must be submitted in sealed envelopes super scribed as **“HIRING OF DIESEL RUN COMMERCIAL REGISTERED LIGHT VEHICLE (9 SEATED NON-AC BOLERO/ EQUIVALENT VEHICLE) FOR E&MR Sub-Division, Dhenkanal”** against Tender Call Notice No.04/2021-22 due on **Dt.19.01.2022** for opening and addressed to **DEPUTY GENERAL MANAGER (Elect), E&MR Division, Meramundali, AT-Kantabania, PO-Kusupanga, PIN-759121, Dhenkanal (Odisha)**.

- i) Tender shall be submitted either by 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. 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.

j) Conditional offers will not be accepted.

k) 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.**

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 purchaser 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**. Erasures 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 bidder.

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. Outright Rejection Criteria: The tenders shall be outrightly rejected if they do not comply with the following requirements and in the event of non-submission of the following documents and declaration.

- a) Tenderer should purchase the relevant Tender specification from the office of the DEPUTY GENERAL MANAGER (Elect), At- Kantabania, Po- Kusupanga, Pin-759121 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.
- b) Tenders shall not be submitted telegraphically or by Email.
- c) 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.
- d) Tenders shall be kept valid for a minimum of 120 days from the date of opening of the tender.
- e) Tender shall not be conditional or incomplete in any shape.
- f) Tender should be submitted along with requisite amount of E.M.D in the manner specified in the Tender specification.
- g) There should not be any violation of conditions set forth and provided in the tender specification.
- h) The vehicle should have valid taxi permit for operation throughout Odisha.
- i) Submission of Xerox copy of GST registration certificate or the proof of application for the same in concerned department.

12. 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 / Proof if applied for the same.
- iii) R.C. Book / Books of the vehicle / vehicles proposed to be engaged.
- iv) Valid taxi permit of the vehicle proposed to be engaged.
- v) Valid fitness certificate of the vehicle proposed to be engaged.
- vi) Valid non pollution certificate of the vehicle proposed to be engaged.
- vii) Valid all Odisha permit certificate
- viii) Valid 1st party insurance certificate.
- ix) Up to date road tax clearance certificate.
- x) Duly filled up abstract of terms and condition (Section-V).

- 13. DECLARATION:** The bidder must submit the declaration in the prescribed format Annexure I & II of section V. The tender call notice shall form part and parcel of the tender specification.
- 14.** 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 III

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 **one year** 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 date of manufacturing of the vehicle / vehicles proposed to be provided for engagement should be on or after Dtd.01.12.2018.**
- c) Newer vehicles may be given preference.
- d) **The vehicle / vehicles to be engaged shall be required for transportation of OPTCL employees generally within the jurisdiction of the circle and at times within the state of Odisha. 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 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.**
- 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/vehicles 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 vehicles provided by him/her.
- m) The bidder shall be responsible for compliance of all laws/ rules/ regulations and govt. instructions 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 of bidder.**
- o) The vehicle shall be available for duty for 12 hours a day normally between 8AM to 8 PM or as directed by the user as per the rate specified. The vehicle should also be available for duty beyond normal hours at an extra price as per the contract.
- p) Cost of fuel and lubricant shall be reimbursed for KMs, traveled from the Head Quarters for use by OPTCL only. The KM. traveled for maintenance and halting at garage shall be to owner's account.
- q) The bidder must comply with 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 caused to the vehicle, including theft shall be to bidder's account.
- t) The bidder must furnish the information in respect of the vehicle proposed to be engaged in the following format.
- u) Beyond normal working hours and in case of exigencies, the driver must report to duty within one hour of being informed over phone. Non compliances to the above shall be regarded as bad performance.

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.

- c) The cost of fuel and lubricant shall be paid by the owner and claimed in the monthly bill, which shall be reimbursed.

3. PERIOD OF CONTRACT

3.1 The period of contract shall be normally for one year from the date of actual engagement, subject to satisfactory performance of the vehicle. **Order shall be placed for One year and shall be subsequently extended for further period subject to validity and satisfactory performance of the vehicle.** On successful completion of the contract, if the company so desires, the same may be extended for further period 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 / agent shall only be entitled to the entire amount for services actually provided under the contract till the termination of the contract subject to deductions, if any, under the terms of contract. No other claims can be allowed for consideration.

3.3 In case of failure by the owner / agent to fulfill his contractual obligation or / and unsatisfactory services of the driver / vehicle, the officer-in-charge reserves the right to rescind the contract and the security deposit shall be forfeited in addition to any additional liability on the agent/owner towards risk & cost.

4. RIGHT TO ACCEPT OR REJECT THE TENDERS:

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

5. EARNEST MONEY DEPOSIT :

Tenderers are required to submit EMD amounting to **Rs 5000/-** in the shape of **Cash / Demand Draft** drawn in favor of **E&MR Division OPTCL, Meramundali, Payable at Union Bank of India, Angul.** 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 his bid before finalization of tender.

6. 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. SECURITY DEPOSIT:

Successful bidder will be required to deposit **Rs.10,000/- (Rupees Ten 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. The security deposit shall be deposited with the respective paying officers either by BG / DD / Fixed deposit etc. If the owner fails to deposit the security the same shall be deducted from his Hire charges Bill.

8. 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 ordinarily within the jurisdiction of EHT (O&M) Circle, OPTCL, Chainpal which primarily covers districts of Dhenkanal and Angul.
- 8.2 OPTCL being an Electricity service provider, the vehicle shall be required to run at times even in Kachha road for maintenance of lines and substations. Equipment, 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 8AM to 8PM. In case of urgency, the vehicle may be required to run on Sundays and holidays and for this the vehicle must be kept ready to attend the work immediately. The controlling officer may however reschedule the time schedule as per requirement. Detention charges shall be payable if the vehicle runs more than 12 hours in a day. Night halt charges shall also be payable for halts other than the normal headquarters.
- 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 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.
- 8.6 Normal maintenance kit, spare tire, fan belt, hose pipe, first-aid box and one torch with cell shall be always made available with the vehicle by the owner/Agency.
- 8.7 Agent has to make his own arrangement to procure fuel, lubricants, spare parts etc. on account of repair etc. If the vehicle is sent to Garage or filling station, the Agent cannot claim these empty trips as well as the time involved for the purpose which will be to the owner's account.
- 8.8 The vehicle should comply with minimum mileage of **13 km/ltr.** Diesel (for 9 seated non-AC Bolero or Equivalent) and consumption of lubricant minimum of **1 litre / 750 km.**

8.9 Towels used in the vehicles are to be changed every week.

8.10 Minimum fuel reservation of about 30 Litres is to be maintained.

8.11 Drivers should not be changed frequently without the permission of the authority.

9. 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 Agent / 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 Agent / owner shall be responsible for the proper behavior of all persons employed by him and have control over them. Without prejudice to the generality of above, the Agent / owner shall be bound to prohibit and prevent any employee from being intoxicated while on duty, trespassing or acting in any way detrimental or prejudice to the interests of Company, Community or of the proprietor of land in the neighborhood or the occupants and 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.

10. STATUTORY LAWS:

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

11. TAXES / INSURANCE / PERMITS:

- a) 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.
- b) Proof of having paid all taxes, insurance etc. shall be furnished by the Agent /owner.
- c) Agent/owner shall have paid all dues towards permit as per statutory provisions.
- d) 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.
- e) Drivers driving the vehicles must have valid professional driving license / badge as provided in the M.V. Act.
- f) 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-12 will be payable by the Agent / owner to OPTCL besides the liability to provide for alternative vehicles without any loss of time.

12. COMPENSATION AND PENALTY:

- a) For the vehicles to be provided on fixed charges basis the vehicle shall remain in service for a minimum of 12 Hours duty. In case of non-reporting of the vehicles, the Agent shall provide replacement of an equally good vehicle immediately failing which the company will treat the vehicle not on job for the aforesaid period and will deduct from his bill / security deposit at the rate of Rs 1000/- 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.
- b) In case of hijacking or accident, the absence from duty shall be to the owner's/agent's account and failure to provide suitable alternate vehicle under the same terms and conditions, penalty and recovery shall be made as per clause 12(a).
- c) In case of any damage caused by the vehicle or to the vehicle and the people including those in the vehicle shall be booked to the agent / owner's account.

13. 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.

14. OPERATION AND MAINTENANCE CREWS:

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

15. EMPLOYMENT / LIABILITY:

- a) 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's compensation etc.
- b) In case of non-fulfillment of any obligations under the contract or law, the Officer-in-charge reserves the right to withhold 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.

16. MAINTENANCE OF SPEEDOMETER.

- a) It is the responsibility of the owner / agent to maintain the **speedometer/odometer** of the vehicle in proper condition.
- b) In case the **speedometer/odometer** of the vehicles does not function for a specific period, the decision of the Officer in Charge shall be final and binding. The Agent/owner shall arrange to repair / replace the Speedo meter within 24 hours without fail.

17. PROVISIONS REGARDING RECORDING OF LOGBOOK:

- a) All transactions for the vehicles are to be maintained in the log book prescribed by OPTCL.
- b) 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.

18. PAYMENT OF BILLS:

Bills shall be submitted within first week of the month.

- a) 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.
- b) 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.
- c) Payment shall be made after deduction of statutory taxes.
- d) The bills shall be submitted to the respective controlling officers. Payment shall be made by the paying officers

19. ADDITION OR DELETION OF SCOPE:

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

20. JURISDICTION OF COURT:

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

21. GENERAL:

- a) 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.
- b) 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.
- c) The price quoted shall remain firm during the currency of the agreement.
- d) The authority may re-affix the headquarters between the headquarters of users.

- e) The concerned DGMs may also allot the vehicle temporarily for any other work of the company.

22. ARBITRATION:

In the event of any dispute arising due to 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-IV

PRICE SCHEDULE

Condition:-

- 1) The required Diesel & Engine oil will be supplied by the vehicle Owner and cost for the same will be reimbursed during submission of monthly bill. No other expenditure will be entertained. Consumption of Diesel should not be less than **13 KM/Ltr** and Engine oil of **1 liter/750KM** run of Vehicles. All the details of Vehicle should furnish as per following tables.
- 2) The bidder having vehicles should fill the vehicle details & submit the documents as proof.
- 3) The bidder without vehicles should fill "New Vehicle" in vehicle details.
- 4) The bidder will fill Table-1, Table-2 & Table-3.

INFORMATION IN RESPECT OF VEHICLE.

Table-1

Sl. No.	Type of Vehicle	Registration No. of vehicle	Model no. make Registration and date of Registration of the vehicle	Place of Use
				E&MR Sub- Division, Dhenkanal.

Table-2

Sl. No.	Contract carrying certificate/ Taxi permit valid up to	Insurance paid up to	Road tax paid up to	Details of fitness certificate valid up to	Non pollution Certificate valid up to

Table-3 * Quoted Price should be excluded of GST

SL No.	Mileage per liter of Diesel	Mileage per liter of Engine oil	Charge for duty 12 Hrs. per day in Rs.

Signature of Bidder
(with Seal)

SECTION-V

Annexure-I
DECLARATION FORM
(TO BE SUBMITTED WITH THE TENDER PAPER)

To
The Deputy General Manager (El),
E&MR Division,
OPTCL, Meramundali

Sub: Tender Notice No. 04/2021-22

Sir,

Having examined the above tender paper 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 E&MR Division OPTCL, Meramundali, Payable at Union Bank of India, Angul.

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

OR

We enclosed herewith EMD in shape of Cash vide Cash receipt 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 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 15 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

Signature of the bidder.

Seal

Date