



ODISHA POWER TRANSMISSION CORPORATION LTD.
OFFICE OF THE Dy GENERAL MANAGER (TELECOM)
TELECOM DIVISION, OPTCL, CUTTACK
At-Madhusudan Nagar, Post-Tulasipur, Cuttack-753008
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CIN: U401020R2004SGC007553/GSTIN: 21AAACO7873L1Z6

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Contact no-9438907725

TENDER SPECIFICATION
NO.1/2022-23

FOR

HIRING OF COMMERCIAL DIESEL RUN LIGHT VEHICLES FOR OFFICIAL
USE AT TELECOM DIVISION, OPTCL, CUTTACK.

SALE OF TENDER SPECIFICATION: DT 16-08-2022 from 10:00 A:M
LAST DATE SALE OF TENDER SPECIFICATION: DT 24-08-2022 up to 05:00 P:M
LAST DATE OF SUBMISSION OF TENDER: DT. 25-08-2022 up to 1:00 P:M
DATE OF OPENING OF TENDER: DT. 25-08-2022 at 4:00 P:M
COST OF TENDER PAPER: Mentioned in Table against each vehicle

ISSUED TO,

M/S.....

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SECTION-1



ODISHA POWER TRANSMISSION CORPORATION LTD.
(A Government of ODISHA under Taking)
Regd. Office: Janpath, Bhubaneswar-751022, Odisha
OFFICE OF THE DEPUTY GENERAL MANAGER, (TELECOM).
TELECOM DIVISION, OPTCL CUTTACK,
At-Madhusudan Nagar, Post-Tulasipur, Cuttack-753008,
Email-telc.div.ctc@optcl.co.in
CIN:U40102OR2004SGC007553

TENDER CALL NOTICE NO. 1/2022-23

The Dy. General Manager (Telecom.), Telecom Division, Cuttack invites sealed Tenders in duplicate from intending Registered Travel Agencies / Vehicle Owners(having good track record, if previously supplied any vehicle to OPTCL) having valid GSTIN for hiring diesel Run Commercial Registered light vehicle SWIFT DZIRE (AC) or Equivalent for use at the office of Dy. General Manager (Telecom), Telecom Division, Cuttack as follows.

The station where vehicle will be engaged

Sl. no	Type of Vehicle	No	For Use	Date of Manufacturing of the Vehicle	Paper Cost + GST@18% in Rs.
1	AC SWIFT DZIRE or EQUIVALENT	1	O/O The DGM (Telecom), Telecom Division, OPTCL, Cuttack.	On or after 01-8-2021 Or New	2360.00/- (2000+GST@18%)

The tender specification can be obtained from the office of The DGM (Telecom), Telecommunication Division, Cuttack on payment of Paper Cost **+GST @ 18%**(Non Refundable) for each vehicle in shape of Cash/ Bank Draft in favor of DGM, Telecommunication Division, OPTCL, Cuttack payable at "UNION BANK of INDIA, Madhupatna Branch, Cuttack on all working day upto **05.00PM** from **Dt. 16-08-22 to Dt 24-08-2022**. In case the D.D is made in any other nationalized bank payable at any clearing branch at Cuttack will be allowed, but the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee & Paper cost is Nonrefundable. Additional amount of Rs.100/-(One Hundred only) in form of DD only may be paid extra for postal delivery of the tender specification. The undersigned shall not be held responsible for any postal delay.

The Tender shall be received till **1.00 PM** on **dated 25-08-2022** & will be opened at **04.00 PM** on date **25-08-2022** 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 in shape of Demand Draft in favor of the **DGM, TELECOMMUNICATION DIVISION ,OPTCL, CUTTACK & payable at "UNION BANK of INDIA", Madhupatna Branch, Cuttack.**

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

Dy. General Manager
Telecom Division, Cuttack.

SECTION-II
INSTRUCTION TO BIDDERS

1. (A) Sealed tenders are invited from registered Travel Agencies /Vehicle Owners having GSTIN & sound financial capabilities with experienced Driver having valid Driving License for engagement of light Vehicles (Diesel Run) having valid all ODISHA route permit.

(B) **The Bidder should super scribe only the “Tender Call Notice No. & Date of Opening of the tender on the body of the Sealed Envelope”**. Bidder should not write their name or any other information on the body of the sealed envelope. Super scribing any other information on the body of the envelop, Conditional tender, Incomplete tender, Telegraphic / Fax / E-mail (etc.) Tenders & Tenders without requisite amount of E.M.D. will be rejected. The authority reserves all rights to reject any, all or part of the Tender, alter/modify the requirement/ delete any part of the tender without assigning any reason thereof.

2. SCOPE:

(a) Providing, maintaining and operating Diesel run light commercially registered light vehicles as following on monthly hiring basis @ per day payment basis for a period of one year along with professionally licensed experienced driver to run the vehicle.

(b) The vehicle will engage on daily payment basis for working Days only. No payment will be given in any public holidays & Sunday. Controlling officer or higher authority under this Division may use the vehicle for official purpose on public holidays & Sundays if emergency arises, in such situation the payment will be made on per day rate.

It can't be refused by the Travel agent/Owner otherwise necessary action will be made by undersigned.

(c) The vehicle/vehicles proposed to be provided should have been manufactured within past 3 years. **The vehicle can be engaged maximum upto 3years from the date of registration. Validity of the contract voids automatically on the date on which the vehicle attains the age of 3 Years.**

N.B:-

1) **Track Record of the Bidder:** Any bidder having bad records in past, such as, unsatisfactory execution of Order, Termination of contract by either side, Black listing or misconduct with any of the OPTCL/Govt departments will not be considered for participation in the tendering process. The tender papers of such bidder found having such bad records will be liable for cancellation.

2) Anybody having Valid GSTIN & Pan Card may participate in the tender process by quoting the price with/without having a vehicle. The bidder having no vehicle, has to undertake to purchase a new vehicle within 15 days of receipt of the order. The lowest successful bidder has to provide the vehicle within 15days either by procuring a new one or the existing vehicle offered as the case may be, otherwise, the work order will be cancelled and may be debarred from future tenders.

3) In case the bidder offers a vehicle not owned by them, a power of attorney & an agreement copy with vehicle owner will be made in proper format and should valid for at least 13months from the date of opening of bid.

4) The ordered vehicle will not be changed within contract period. (Only changed in Accident, burnt, theft, breakdown [non repairable case] with supporting documents).

3. SUBMISSION & OPENING OF TENDER:-

The bidder has to submit all the documents as mentioned in Clause No.08 (A). Also the documents must be valid on the date of opening of tender should be submitted along with tenders, failing which the tender will be rejected. The bidder or their authorized representatives should produce the original documents mentioned in Clause No.08 (A) for verification at the time of opening of the tender. Those who fail to produce the same and found not to be valid on the date of opening of tender not matching with the Xerox copy submitted by the bidder; their tenders will be out rightly rejected. In case if only one bidder

participate in the tender process or nature of urgency of work (decided by this office), then undersigned may consider the case (*but not mandatory) & he will be given a chance to produce original documents in this office within one week from the date of opening of the tender.

4. RIGHT & AUTHORITY FOR REJECTION:- Tenders received after due date and time will be summarily rejected. The Deputy General Manager (Telecom), Telecom Division, OPTCL, Cuttack reserves the right to reject any or all of the tenders without assigning any reason thereof.

5. VALIDITY OF OFFER:- The offer should be firm and valid for a period of at least 18Months from the date of opening of tenders, Unless the tender will be out rightly rejected.

6. EARNEST MONEY DEPOSIT:-

A declaration form to be submitted in lieu of Earnest Money deposited.

Sl. no	Type of Vehicle	No	For Use	Date of Manufacturing of the Vehicle	EMD in Rs.
1	AC SWIFT DZIRE or Equivalent .	1	O/O The DGM, Telecom Division, Cuttack.	On or after 16.8.2021 Or New	In lieu of EMD bid security declaration form to be submitted.

7. SECURITY DEPOSIT:- Successful bidders will be requested to deposit an amount of Rs. 10,000/- (Rupees Ten Thousand) towards Security Deposit. The Security deposit will not carry any interest and will be refunded after satisfactory execution of the contract after adjustment of any dues.

8.(A) DOCUMENTS:-

- i) Registration of Travel agency/ copy of Registration certificate of vehicle issued by RTO in name of the Agency/Owner.
- ii) GST Registration Certificate from the Central Excise Deptt.
- iii) Valid PAN .
- iv) Copy of valid State Road permit to run the vehicles within the 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) Driving license of driver.

(B) The following documents will be required at the time of agreement to verify by the Engineer-In-Charge.

- i) Make, type and date of manufacture of the vehicle.
- ii) R.C. Book in Original
- iii) Contract carrying license in Original
- iv) 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.

9. Corrections, Over-writings and illegibility: Tender with over writing, erased, illegible rates or rates not shown in figures and words in English will be liable for rejection. In case of discrepancy between words and figures noted against each item of the tender and between unit rates and total amount, the decision of the Competent Authority accepting the tender will be final and binding on the bidders. Total of item and grand total of whole tender be clearly written.

Correction in the tender, if un-avoidable, should be made by re-writing with dated initial of the bidder after scoring out wrong entries, clerical and arithmetical mistakes may result in the

rejection of the tender.

10. The type and Regd. No. of vehicle mentioned in the respective tenders will only be accepted for taking on hire. Subsequent change of vehicle will normally not be allowed.

11. The bidder shall sign on all pages of the tender document as a token of acceptance of all terms and conditions thereof and submit his quotations therein.

12. The bidder shall quote the rates in the Price Bid of the tender documents. The rates quoted should be including of all taxes and duties but exclusive of Service Tax.

13. Request from the bidder in respect of additions alternations, modifications, corrections of either terms or conditions or rates after opening of the tender will not be considered.

14. All correspondence relating to the tender shall be made with Dy. General Manager (TELECOM.), Telecom Division, OPTCL, Cuttack.

15. **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. Also the undersigned may modify the assigned station for staying of vehicle as per requirement.

16. 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.

17. **The authority may re fix the head quarters between the headquarters of users.**

18. The concerned Divisional Head & Circle Head may also allot the vehicle temporarily for any other work of the organization.

19. The driver should always carry a mobile telephone, (at the cost of the bidder) for communication.

20. **ARBITRATION:-** In the event of any dispute arising out his contract. The same shall be referred for arbitration to the Director (HRD) OPTCL, Bhubaneswar or any arbitrator appointed by the Managing Director, OPTCL after due notice of claim and such appointment and the award of the arbitrator shall be final and binding arbitration and conciliation Act. 1996 shall apply. The venue of arbitration will be Bhubaneswar.

21. **EMPLOYMENT / LIABILITY:-** The Agent/owner shall be solely and exclusively responsible for engaging or employing Drivers. All employees engaged by the agent/owner shall be on his pay roll and paid by him. The company will have no liability what so ever concerning the employees of the Agent or of the owners of the vehicle. The Agent/owner shall indemnify OPTCL against all loss or damage arising out of or in the course of his employing persons or out of his relations with his employees. The Agent/owner shall make regular and full payment of all wages and allowances to its workers/ employees. The Agent/owner shall be directly responsible for any disputes arising between him and his employees and keep the officer-in-charge indemnified against losses, damages or claims arising thereof including any workmen compensation etc.

22. **MAINTENANCE OF SPEEDO METER:-**

It is the responsibility of the owner/agent to maintain the speedometer of the vehicle in proper condition.

In case the speedometer of the vehicles does not function for a specific period, the decision of the Officer – in – Charge shall be final and binding.

The Agent/owner shall arrange to repair / replace the Speed meter within 24 hours of any failure.

23. The bidder having vehicle has to undertaking that the said vehicle has not been engaged in any office from date 01-08-2022 otherwise the bidder will be rejected.

SECTION-III
GENERAL TERMS & CONDITIONS

- 1.** The vehicle will be at the disposal of the Division Office with whom the contract agreement will be executed. The vehicle has to be made available round the clock at the disposal of the user. The driver has to make himself available beyond office hours if called for in any occasion. The vehicle will run on all Odisha Roads as and when desired by the authority.
- 2.** The contract shall be valid only for a period of 12 (Twelve) months from the date of execution of agreement. The department reserves the right also to terminate the contract at any time during the contract period without assigning the reasons thereof. The contract may be further extended for another one or part of year (if the Authority desires) on satisfactory performance of the vehicles.
- 3.** The Fuel (Diesel) and Engine Oil required for the vehicle for department use shall be reimbursed by OPTCL as detailed below. All other expenses like replacement of Gear/Break oil, replacement of spare parts, maintenance charges etc., are to be borne by the Travel Agency/Owner of the vehicle.
 - (i) Engine Oil – One Ltr. on every 750 KM of running.
 - (ii) HSD @ 15 KM/Ltr.
- 4.** The night halt charge for outstation tour @ Rs.250/-per night shall be claimed by the eligible bidder. Toll charges if any will be reimbursed by OPTCL on production of documentary evidence in support of payment.
- 5.** The vehicle should be in good condition. The month and year of manufacturing of the vehicle must be on or after as described above. The vehicle is supposed to run on all condition of road including village, Kachha Road, Ghat Roads etc. For this purpose the tire should always be in good condition. No re-treading tyre will be allowed on any wheels.
- 6.** The successful bidder will submit all the records of the vehicles to the undersigned before Agreement. The Technical Head will inspect the vehicles in the office premises before engagement.
- 7.** Normal maintenance kit, firefighting equipment, first aid box and one torch light with four cells should always be made available with each vehicle by the Travel Agency/ Owner.
- 8.** The telephonic communication round the clock with the Travel Agent /Owner/Driver should be ensured, so that they can be contacted at any time. For this they have to intimate the contact phone numbers to the Officer-In-Charge.
- 9.** During the contract period, the vehicle shall be exclusively used by OPTCL as per the direction of Officer-In-Charge or his authorized representative. The agent/Owner cannot refuse to the direction by the Officer-In-Charge or authorized representative to send the vehicle to any place inside the State.
- 10.** The hired vehicle should not be used for the purpose other than the OPTCL works during contract period.
- 11.** In case, any vehicle will be requisitioned for Election duty or Polio duty or any other statutory duty by the Government, the Travel Agency/Owner will supply an equivalent substitute vehicle against the requisitioned vehicle, for which no additional agreement will be required. But the Owner of the vehicle has to intimate about the substitute vehicle in written which should be allowed by the Competent Authority. The vehicle, which goes for above duties, will be under the responsibility of the Travel Agency/Owner only.
- 12.** Agent shall comply with all relevant rules and regulations of Motor Vehicle Act applicable at present and may be enforced time to time.
- 13.** Any minor maintenance/periodical check up of the vehicle may be taken up by the Travel Agency /Owner only during idle hours without hampering the departmental works on mutual discussions & relevant permission.

14. In case of major maintenance work, a suitable substitute vehicle of similar condition with one suitable driver is to be provided by the Travel Agency/Owner after taking due permission from the Competent Authority; unless penalty as per Clause No. 20 will be applicable.

15. Payment of all taxes, insurance in respect of the vehicle should be kept up-to date. The hired vehicle should have first party insurance. If any accident occurs at the time of conveyance the owner of the vehicle should be liable to pay the compensation as fixed by the court of law to the persons affected due to that accident. OPTCL will have no responsibility in this regard.

16. The vehicle will be stationed at the user's place or the place of choice of the Reporting Officer. OPTCL shall in no way responsible for any damage/ breakage/theft caused to the hired vehicle on any account during the course of its hire.

17. The Driver of the vehicle should be of good health, good conduct, reliable sober in nature and free from bad habits of any types of intoxication. He must possess valid badge, Driving License (Commercial) and an aptitude for safe and steady drive. He must possess all the relevant papers of the vehicle for producing the same, before the law Enforcing Authority as and when required. In the event of any complain made against the deployed driver, immediate arrangement should be made to replace him with a well-behaved efficient driver.

18. The pay, allowances and statutory dues including compensation, insurance, EPF etc. for the driver's will be the responsibility of the Travel Agency/Owner. The lodging & Boarding charges of the driver during the out station tour to be borne by the Travel Agency / Owner.

19. The hire charges bill, fuel, Lubricant & toll charges bill in duplicate along with the copies of log book of the vehicle duly entered and signed by the driver and the Officer(s) using the vehicle should be submitted to the concerned Circle in the 1st week of succeeding month for release of payment.

20. In the event of failure to supply the vehicle on any reason on any day during the contract period and failure to provide the equivalent substitute vehicle in lieu of that, a penalty amount of hired charge per day shall be imposed on the Travel Agency/Owner. If Agency/Owner desires to withdraw the vehicle, he should give one-month notice with sufficient reason to the authority with whom the agreement has been conducted for deployment of vehicle, failing which a penalty amount to one-month hire charge shall be imposed on the Agency/Owner and forfeiture of Security deposit. The event of failure to supply the vehicle on any reason should not be repeated two times in a month & in total three times in one year of contract period, else the contract will be terminated.

21. Under unavoidable circumstances if the driver of the Travel Agency/Owner is unable to drive the vehicle or attend duty, in that case a substitute driver is to be provided.

22. The successful Travel Agency/Owner has to execute an agreement on a non-judicial stamp paper with the concerned Division after receipt of work order and furnishing security deposit before providing the hired vehicle under our general terms & conditions stipulated for the purpose. The Agency / Owner is also to produce the Original documents as per Clause-8(B) at the time of agreement.

23. In case of any dispute arising either in execution of the contract for providing the hire vehicle or any clause of agreement/ work order, the decision of the Unit Head, will be final and binding on the Agency/ Owner.

24. The controlling officer, paying officer & stationed for vehicle will be declared in the Work Order & all other stations are fixed as described above.

25. The bidder has to submit an undertaking that the said vehicle has not engaged in any office from date 01-08-2022. Otherwise the bidder will be rejected.

SECTION-IV

Technical 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 15KM/Lr and Engine oil of one 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.

INFORMATION IN RESPECT OF VEHICLE.

Table-1

Sl. No.	Type of Vehicle	Registration No. of vehicle	Model no. make manufacture and date of manufacture of the vehicle	Place of Use

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

SL No.	Mileage per liter of Diesel	Mileage per liter of Engine oil		

Signature of Bidder
(with Seal)

PRICE SCHEDULE

Sl no.	Particulars	Amount (Rs.)
1	Rate per Day (Fixed Charge)	

Signature of Bidder
(with Seal)

SECTION-V

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

To

The Dy. General Manager (TEL),
Telecom Division,
OPTCL, Cuttack

Sub: Tender Notice No.

Sir,

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

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

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 /15km 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.

Seal

Date