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ODISHA POWER TRANSMISSION CORPORATION LIMITED

OFFICE OF THE DY. GENERAL MANAGER (ELECT.)

E.H.T. (O&M) DIVISION, MALKANGIRI

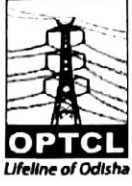
TENDER SPECIFICATION

FOR

TENDER CALL NOTICE NO. 01/ (2020-21)

**“HIRING OF DIESEL RUN COMMERCIAL REGISTERED LIGHT
VEHICLES (07 SEATER) AC BOLERO OR EQUIVALENT FOR
MALKANGIRI DIVISION ON MONTHLY CONTRACT BASIS ON
DAILY HIRE RATE UNDER EHT (O&M) DIVISION,
MALKANGIRI”**

**COST OF TENDER PAPER: - Rs. 2,000/- + 12% GST.= Rs. 2,240/- (Non-refundable in
shape of cash/ DD separately for each vehicle.)**



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ODISHA POWER TRANSMISSION CORPORATION LTD.

(A Government of Odisha Undertaking)

OFFICE OF THE DEPUTY GENERAL MANAGER (E.I.),

E.H.T. (O&M) DIVISION, MALKANGIRI

AT: DANIGUDA, MV-11, POST: PANCHABATI

DIST: MALKANGIRI-764045

E-MAIL: ehm.div.mlkangi@optcl.co.in

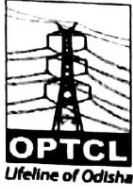
TENDER CALL NOTICE NO. 01 / (2020-21)

1. Name of the Work : **"HIRING OF DIESEL RUN COMMERCIAL REGISTERED LIGHT VEHICLES (07 SEATER) AC BOLERO OR EQUIVALENT FOR MALKANGIRI DIVISION ON MONTHLY CONTRACT BASIS ON DAILY HIRE RATE UNDER EHT (O&M) DIVISION, MALKANGIRI"**
2. Period & Time of Sale of Tender paper : **From 04.07.2020 to 18.07.2020 (up to 1.30 PM)**
3. Last date & time of receipt of tender paper: **18.07.2020 up to 05.30 PM.**
4. Date & Time of Opening : **20.07.2020 at 5.00 PM.**

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(A Government of Odisha Undertaking)

OFFICE OF THE DEPUTY GENERAL MANAGER (E.I.),

E.H.T. (O&M) DIVISION, MALKANGIRI

AT: DANIGUDA, MV-11., POST: PANCHABATI

DIST: MALKANGIRI-764045

E-MAIL: ehmt.div.mlk giri@optcl.co.in

TENDER CALL NOTICE NO. - 01/(2020-21)

Sealed tenders are invited from reputed travel agencies/ vehicle owner having Valid registration Certificate, GST Registration, PAN for "Providing diesel run commercial registered light vehicles (07 seater) AC Bolero or equivalent for Malkangiri Division on monthly contract basis on daily hire rate under EHT (O&M) Division, Malkangiri".

Sl. No.	Tender Call Notice No.	Place of use of Vehicle	Type of Vehicle	Cost of Tender Paper	EMD 1% of Quoted amount
1	01/20-21	EHT(O&M) Division, Malkangiri	AC Bolero (7 seater) or Equivalent	Rs. 2000/- + GST @ 12% = Rs. 2240/-	1% of Quoted amount (Quoted value per day X 25 Days X 12 Months) (Excluding GST)

The travel agencies/ vehicle owner should have to submit the following documents alongwith the Tender Paper.

- Registration of Travel agency/ copy of Registration certificate of vehicle issued by RTO in name of the Agency / Owner
- GST Registration Certificate from the Central Excise Deptt.
- Valid PAN card.
- Copy of valid State Road permit to run the vehicles within the Odisha.
- Copy of the valid First Party Insurance
- Copy of contract carrying certificate/ Taxi permit
- Copy of valid non-pollution certificate.
- Copy of fitness certificate.
- Copy of up to date Tax payment
- Valid driving license of driver.

The tender specification for the same shall be obtained from the Office of the undersigned on payment of requisite amount (non-refundable) in shape of cash/ Demand Draft/ Pay Order in favor of DGM(EI) E.H.T. (O&M) Division, OPTCL, Malkangiri & payable at Jharsuguda. The bid must be accompanied with an amount equal to 1% (one percent) of the quoted value as EMD as mentioned above in shape of cash/pay order/ DD drawn in favor of DGM (EI) E.H.T. (O&M) Division, OPTCL, Malkangiri, payable at Malkangiri and the same will be opened in presence of Tenderers or their authorized representative (one person only) with original authorization letter, if present during opening of tender. Incomplete Tender and Tender without EMD shall be rejected.

Date of Sale of Tender Paper: From 04.07.2020 to 18.07.2020 (up to 1.30 PM)

Last Date of receipt of Tender Paper: 18.07.2020 up to 05.30 PM.

Date of Opening of Tender Paper: 20.07.2020 at 5.00 PM.

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

SECTION-I

INSTRUCTION TO TENDERERS

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 eight sections in this Tender Specification.

2. **TENDERS:**

- I. Bidders must submit their bids with original signature on each page.
- II. Registered Travel agencies/ Vehicle owners having PAN card / valid GSTIN fulfilling other criteria as per the tender document are only eligible to quote.
- III. The vehicle/vehicles proposed for engagement on hire basis should be new or not more than 2.5 years old. Owner driven vehicle will be given preference for smooth running.
- IV. The vehicle shall comply with minimum mileage of 13km/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.
- V. The vehicle should have commercial registration, valid road permit for all Odisha jurisdiction, valid fitness certificate, valid 1st party insurance, and non pollution certificate and must comply with the relevant clauses of Odisha Motor vehicle act.
- VI. Though the normal headquarter of the vehicle shall be as specified in the tender document, OPTCL may temporarily re-fix the headquarter in case of exigencies.
- VII. The bidder must agree to operate the vehicle in any part of Odisha.
- VIII. 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.
- IX. Tender must be submitted in sealed envelopes super scribed as "**HIRING OF DIESEL RUN COMMERCIAL REGISTERED LIGHT VEHICLES on monthly basis with daily hiring rate for.....OFFICE/ DIVISION** against Tender Call Notice No. 01/2020-21 due on 20.07.2020 for opening" and addressed to Dy. General Manager, EHT (O&M) Division, Malkangiri.
 - a. 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. 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.
 - b. 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 Tenderers may please note that the Word 'item' in the paragraph shall mean the vehicle as specified in the 'Tender Specification'.
7. The tender committee 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 tender committee shall be final and binding on the tenderer.
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:**

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.

12. **Compliances:**

- i. Tenderer should purchase the relevant Tender specification from the office of the Dy. General Manager, E.H.T. (O&M) Division, Malkangiri and indicate the money receipt No and date of this office in the tender.
- 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 kept valid for a minimum of 120 days from the date of opening of the tender.
- v. Tender shall not be conditional or incomplete in any shape.
- vi. Tender should be submitted along with requisite amount of E.M.D in the manner specified in the Tender specification.
- vii. There should not be any violation of conditions set forth and provided in the tender specification.
- viii. The vehicle/vehicles proposed for engagement on hire basis should be new or not more than 2.5 years old.
- ix. The vehicle should have valid commercial permit for operation throughout Odisha.
- x. Price bid should be strictly as per the format.
- xi. Separate tenders should be submitted for each vehicle.
- xii. The vehicle for engagement at E.H.T. (O&M) Division office, Malkangiri for the use of D.G.M., E.H.T. (O&M) Division, Malkangiri must be 7 seater A/C Bolero or equivalent Diesel version.

13. 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. GSTIN certificate.
- iii. R.C. Book/Books of the vehicle/vehicles proposed to be engaged.
- iv. Valid commercial 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).

Declaration:

The tenderer must submit the declaration in the prescribed format A of section III.

14. The tender call notice shall form part and parcel of the tender specification.
15. 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.



DY. GENERAL MANAGER (ELECT)

SECTION II
GENERAL TERMS AND CONDITIONS OF CONTRACT

1. SCOPE OF WORK & GENERAL CRITERIA

- a) Providing, maintaining and operating Diesel run new light commercially registered vehicles (7seater AC Bolero or equivalent) on monthly hiring basis with daily hiring rate 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, 2nd and fourth Saturdays and holidays if not specifically required i.e. as per actual number of running days in a month.**
- b) **The vehicle/vehicles to be engaged shall be required for transportation of OPTCL employees generally within the jurisdiction of the Division and at times within the state of Odisha. The vehicle may also be required to carry material, testing equipments, T&P etc. for maintenance of substations and lines. For this purpose the vehicle may be engaged to move in Kachha/ Rough road as required and also in ghat areas as required.**
- c) 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, 2nd and fourth Saturdays and holidays unless otherwise specially required. Hence the bidders are required to quote their rates on daily basis.**
- d) 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.
- e) The bidder shall supply diesel and lubricant for running of the vehicle, which shall be reimbursed by OPTCL as per the contract.
- f) The vehicle should have commercial permit and comprehensively insured at the cost of the bidder.
- g) The driver should always carry a mobile telephone, (at the cost of the bidder), valid license, R.C. Book, commercial permit and insurance policy and no pollution certificate, fitness Certificate, copy of up to date tax payment.
- h) The bidder should cater to all norms fixed by Odisha Road Transport Authority for running of the vehicle.
- i) In case of accident, resulting in loss or damage to property or life, the sole responsibility of legal or financial implication should rest with the bidder, OPTCL shall have no liability what so ever in this regard.
- j) The bidder shall be liable to Pay all fines, penalties etc. arising out of or concerning the use of vehicle/vehicles during the hiring period.

- k) The bidder shall be liable for any legal dispute/ cases/ claims that have arisen/ may arise during the course of the contract in respect of the vehicles provided by him/her.
- l) 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.
- m) The vehicle once contracted for duty to OPTCL shall not be used for private/ personal use of bidder or anybody else.
- n) 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.
- o) Cost of fuel and lubricant shall be reimbursed for Kms, travelled from the Head Quarters for use by OPTCL only. The K.M. traveled for maintenance and to and from halting garage shall be to owner's account.
- p) The bidder must comply to Odisha Motor vehicle Act contract, labour Act and any other relevant act in relation to the contract.
- q) 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.
- r) Any damage caused to the vehicle, including theft shall be to bidder's account.
- s) The bidder must furnish the information in respect of the vehicle proposed to be engaged in the following format.
- t) Beyond normal working hours and in case of exigencies, the driver must report to duty within one hour of being informed over phone. Non compliances to the above shall be regarded as bad performance.

2. Price :-

- a) The price quoted by the firm shall remain firm during the course of the contract which shall be ordinarily for one year. The rate of mileage and consumption of lubricants shall also remain firm during the course 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 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 for one year from the date of agreement.
- 3.2 The company reserves the right to terminate the contract without assigning any reason thereof, at any time during course 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 OF ACCEPTANCE OR REJECTION OF TENDERS:

- 4.1 The tender committee 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:

Tenderer are required to submit EMD amounting to 1% of the hiring charges i.e. daily quoted rate x 25 days x 12 months separately for each vehicle/station in the shape of Demand Draft drawn in favour of DGM (EI) E.H.T. (O&M) Division, OPTCL, Malkangiri payable at Malkangiri or in form of cash deposited in this office (Cash receipt to be preserved and submitted with the tender paper along with other documents). 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 on written request from the bidder and for successful bidder after deposit of security amount. EMD will be forfeited if the successful bidder fails to supply vehicles as per terms of contract. EMD shall also be forfeited if any bidder withdraws its bid before finalization of tender.

6.0 FORFEITURE OF E.M.D.:

- a) In the event the successful Tenderers failing to accept the order as per the TENDER specification, EMD/S.D. so deposited shall be forfeited.
- b) Any deviation from the terms and conditions of the contract awarded, may also lead to forfeiture of EMD/S.D without any notice.

7.0 SECURITY DEPOSIT:

The security deposit @10% will be deducted from the bidders monthly bill, starting from the date of engagement of the vehicle up to end of the contract period, which will be released after completion of the contract period on written request. No interest shall be paid by OPTCL on the security deposit. In case of non-fulfillment of contractual obligation by contractor the security deposit shall be forfeited. The EMD not claimed for refund within a period of one year from the date of issue of work order and security deposit not claimed for refund within a period of three years after completion of contract will be forfeited.

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 ordinarily within the jurisdiction of EHT (O&M) Division, Malkangiri.
- 8.2 OPTCL being an Electricity service provider, the vehicle shall be required to run at times even in Kachha and Ghat 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, 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.
- 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, experienced, polite and obedient 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 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 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. 19 will be applicable.
- 8.8 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.
- 8.9 The vehicle should comply with minimum mileage of 13km/ 1 ltr. diesel and consumption of lubricant minimum of 1 litre /750 km.
- 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 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' 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.
- 10.0 **STAUTORY LAWS:**
- 10.1 The Agent/owner will comply with all statutory provision of law and keep OPTCL indemnified against all actions arising due to or of the Agent /his employees.
- 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 permit as 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 Agent/owner.
- 11.2 Proof of having paid all taxes, insurance etc. shall be furnished by the Agent /owner.
- 11.3 Agent/owner shall have paid all dues towards permit as per statutory provisions.

- 11.4 Agent /owner shall be bound by all valid & relevant regulations of motor vehicle Act applicable at present and may be enforced from time to time.
- 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 or requisitioned by Government, authorities for non-compliance of relevant act/statutory requirement etc. or for any reason whatsoever penalty/compensation as per clause-11 will be payable by the Agent/owner to OPTCL besides the liability to provide for alternative vehicles without any loss of time.

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 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 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/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 12.1
- 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 agent/owner's account.

13.0 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.

14.0 OPERATION AND MAINTENANCE CREWS:

The Agent/owner at his own cost shall maintain experienced Driver holding valid license. Owner driven vehicle will be given preference for smooth running.

15.0 EMPLOYMENT / LIABILITY:

- 15.1 The Agent/owner shall be solely and exclusively responsible for engaging or employing Drivers. All employees engaged by the agent/owner shall be on his pay roll and paid by him. The company will have no liability what so ever concerning the employees of the Agent or of the owners of the vehicle. The Agent/owner shall indemnify OPTCL against all loss or damage

arising out of or in the course of his employing persons or out of his relations with his employees. The Agent/owner shall make regular and full payment of all wages and allowances to its workers/ employees. The Agent/owner shall be directly responsible for any disputes arising between him and his employees and keep the officer-in-charge indemnified against losses, damages or claims arising thereof including any workmen compensation etc.

15.2 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.

16.0 MAINTENANCE OF SPEEDO METER.

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

16.2 In case the speedo meter 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 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 Agent/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 next month.

18.1 The toll gate charges and air port/railway parking charges will be reimbursed by the Company. The receipt of payment shall be enclosed along with the bills.

18.2 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.

18.3 Payment shall be made after deduction of statutory taxes.

18.4 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 Agent 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 Malkangiri 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 authority is at liberty to reject the vehicles found defective during duty time in which case the Agent/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.

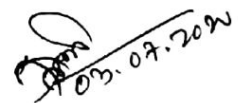
21.4. The concerned AGMs/GMs may also allot the vehicle temporarily for any other work of the company.

22.0 **ARBITRATION:**

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.

23.0 Consignee: Dy. Manager (Elect.), E.H.T. (O&M) Division, Malkangiri.

24.0 Paying Officer: Dy. General Manager (Elect.) E.H.T. (O&M) Division, Malkangiri.


DY. GENERAL MANAGER(EL)
E.H.T. (O&M) DIVISION MALKANGIRI

SECTION III

(A) FORM OF DECLARATION /UNDERTAKING

I/We have gone through the tender specification and undertake to comply with the following in the event of OPTCL deciding to place orders on me/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.
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 /13km and 1 litre 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
Date

Signature of Tenderer
(Seal)

SECTION-IV
SCHEDULE OF QUANTITY

SL NO.	NAME OF THE WORK WHERE VEHICLE IS TO BE ENGAGED	TYPE OF VEHICLE REQUIRED	QTY	NAME OF THE DIVISION	PAYING OFFICER
1	O/o The Dy. General Manager (EL), E.H.T. (O&M) Division, Malkangiri	A/C BOLERO (7 seater) or equivalent	1 NO	EHT (O&M) Division, Malkangiri	Dy. General Manager (EL) E.H.T. (O&M) Division, Malkangiri

NB.

One Tenderer can purchase Tender Specification for one Vehicle or more than one Vehicle through separate tender purchase. One Tender Specification can be sold for one Vehicle only. If any Tenderer wants to quote for more than one Vehicle, they can purchase Tender Specification accordingly.


DY. GENERAL MANAGER (ELE)
EHT (O&M) DIVISION, MALKANGIRI

SECTION-V
PRICE BID

HIRING OF LIGHT DIESEL VEHICLE FOR MALKANGIRI SUB-DIVISION UNDER
EHT (O&M) DIVISION, MALKANGIRI.

Group No.	Type of vehicle	No. of Vehicles	Rate per day (Excluding GST)	Total amount for 12 months. (Excluding GST) (Rate per day x 25 days x 12 months)
(1)	Bolero (7 seater, AC) or equivalent of diesel version vehicle on monthly basis with daily hiring rate for engagement at E.H.T(O&M) Division, Malkangiri	1 No.		

Amount In words (Rupees

) only

Date

Signature of the Tenderer
& Seal

SECTION-VI

ABSTRACT OF TERMS AND CONDITIONS

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

1. Earnest money deposit (deposited in shape of Bank Draft Yes/No
 - (a) Name of the Bank:
 - (b) Amount deposited:
 - (c) Bank Draft No. & Date:
2. Validity of the bid in days from the date of opening of tender:
3. Nature of Price — Firm/Variable:
4. Terms of payment (Whether agreeable to OPTCL terms) YES/NO
5. Security deposit (Whether agreeable to OPTCL terms) YES/NO
6. Penalty (Whether agreeable to OPTCL terms) YES/NO
7. List of orders executed/in hand for similar work during recent three years:
8. Copy of PAN Card with self attestation furnished YES/NO
9. Copy of GSTIN 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 Commercial Permit for operation throughout the state
with self attestation . YES/ NO
15. Filled in declaration form-A 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 Tenderer with Seal

SECTION - VII
DECLARATION FORM
(TO BE SUBMITTED WITH THE TENDER PAPER)

To

The Dy. General Manager (El),
E.H.T. (O&M) Division,
OPTCL, Malkangiri

Sub: Open Tender Call Notice No.- 01/2020-21

Sir,

Having examined the above tender paper we hereby offer to Supply of One of Diesels 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 receipt No..... Dated.....

2. We enclosed herewith 1% of EMD in shape of Bank Draft/ Cash in favour of DGM(EI) E.H.T. (O&M) Division, OPTCL, Malkangiri payable at Malkangiri.

Cash receipt/ Bank Draft No. Dt. .

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

Yours faithfully,

Encl: Tender in duplicate.

Signature of Tenderer
(with Seal)

SECTION – VIII

NO RELATION CERTIFICATE

THIS IS TO CERTIFY THAT I / WE HAVE NO RELATIONSHIP WITH ANY OF THE EMPLOYEES IN THE RANK OF ASST. MANAGER AND ABOVE SERVING UNDER OPTCL, ODISHA. IN CASE THE ABOVE STATEMENT IS FOUND TO BE FALSE, I / WE MAY BE DEBARRED FROM ANY PAYMENT DUE ON ACCOUNT OF THIS CONTRACT.

SIGNATURE OF THE TENDERER