

ODISHA POWER TRANSMISSION CORPORATION LTD

OFFICE OF THE GENERAL MANAGER (ELECT.) EHT (CONST.) CIRCLE, OPTCL, BHUBANESWAR

QTR No.C-5/1, OPTCL COLONY, BHOI NAGAR BHUBANESWAR – 751022 CIN-U401020R2004SGC007553

GST NO. 21AAACO7873L1Z6

TENDER SPECIFICATION FOR TENDER CALL NOTICE NO. GM-EHT (C) CIRCLE-BBSR - 09/2021-22

"HIRING OF DIESEL RUN COMMERCIALLY REGISTERED LIGHT VEHICLES (NON-AC BOLERO OR EQUIVALENT) ON MONTHLY BASIS WITH DAILY HIRING RATE FOR OFFICIAL USE AND SUPERVISION OF VARIOUS ONGOING CONSTRUCTION WORKS AT EHT(C) SUB-DIVISION, BERHAMPUR/ ASKA FOR A CONTRACT PERIOD OF 1(ONE) YEAR"

SECTION- I- INSTRUCTION TO BIDDE	ERS.			
SECTION- II- GENERAL CONDITIONS (OF CONTRACT.			
SECTION-III- TECHNICAL SPECIFICATION				
SECTION-IV - DECLARATION BY THE T	ΓENDERER			
<u>PART - II - PRICE SHEDULE</u>				
Available of tender documents: From d	t- 09.12.2021 (11.00 Hrs) to dt 18.12.2021(15.00Hrs)			
Last date of submission of tender paper:	dt- 20.12.2021 (Upto 15.00Hrs)			
Date & Time of opening of Tender:	dt- 20.12.2021 (At 16.00 Hrs)			
No	Date:			
Issued to:				
M/s				
				

General Manager (Ele.) EHT (C) Circle, BBSR

PART - I



PART - 1

SECTION - I

INSTRUCTION TO BIDDER

ODISHA POWER TRANSMISSION CORPORATION LTD. OFFICE OF THE G.M (ELECT), EHT (C) CIRCLE

QTR No.C-5/1, OPTCL COLONY, BHOI NAGAR BHUBANESWAR – 751022 CIN-U401020R2004SGC007553

GST NO. 21AAACO7873L1Z6

Tender Specification No.GM -EHT (C) CIRCLE-BBSR - 09/2021-22

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

SI No	Tender Specification No.	Description of Vehicle	Quantity	Earnest Money Deposit (In Rs.)	Cost of Tender Spec. document (in Rs.)	Last date of receipt & opening of tender
1.	GM-EHT (C) IRCLE- BBSR – 09/ 2021-22	Ac/Non-AC Bolero or equivalent	Total=2Nos. (One each for EHT(C) Sub- Division, Berhampur & Aska)	Exempted as per order of Director (Fin.) OPTCL, BBSR	Rs.6,720/- only (Including GST@12%)	Last date of receipt is 20.12.2021 upto 15.00 hrs. & Date of opening of tender is 20.12.2021 at 16.00 hrs.

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

The bidders who want to submit bid shall have to pay Rs.6, 720/-(Rupees Six Thousand Seven Hundred Twenty) only non-refundable including GST @ 12% towards the tender paper cost, in the form of Demand draft only. The DD should be drawn in favour of EHT (Construction) Circle, OPTCL, Bhubaneswar.

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

- 1. "Supply of vehicle contract-2021-22. Technical Bid".
- 2. "Supply of vehicle contract-2021-22. Price Bid".

1.0 FOR TECHNICAL BID:

- 1.1 One copy of the GTCC, Technical specification and Price schedule (Blank) duly signed on each page should be submitted as a token of acceptance of the terms and conditions.
- 1.2 The following documents should be furnished in the Technical Bid.

A. DOCUMENTS:-

- i. Registration of Travel agency/copy of Registration certificate to vehicle issued by RTO in name of the Agency/Owner.
- ii. Copy of GSTIN Registration certificate and upto date clearance for the last financial year.
- iii. Proof of income tax clearance & Copy of PAN Card.
- iv. Copy of the valid State Road permit to run the vehicles within the state of Odisha.
- v. Copy of the Valid First Party Insurance.
- vi. Copy of contract carrying certificate/Taxi permit.
- vii. Copy of valid non-pollution certificate.
- viii. Copy of fitness certificate.
- ix. Copy of upto date tax payment
- x. Driving license of Driver.
- xi. Copy of firm registration certificate.
- xii. Copy of orders for providing hired vehicles to any other office/Departments.

B. The following original documents will be required at the time of agreement to be verified by the Engineer-In-Charge.

- i. Make, Type and date of manufacture of the vehicle.
- ii. R.C. Book in Original.
- iii. Contract carrying license in Original.
- iv. First party insurance of vehicle in Original.
- v. Name of the Driver & attested copy of his valid commercial driving license/badge in original.
- vi. All Odisha permits with documentary proof.
- vii. An undertaking to run the vehicle on all roads of Odisha.

2.0 **COST OF FUEL / LUBRICANTS DETENTION CHARGES ETC.**

- 2.1 The Agency shall be reimbursed cost of fuel @13KM run per liter of fuel including the cost of hire charges per day. Further one liter of Mobil in every 750 KM run of the vehicle will be reimbursed.
- 2.2 The journey less than 200 KM run in a day will be treated as local. For outstation journey hire charges will be paid per KM basis. In this case fuel and lubricant are to be provided by the Agency. For calculation of detention charges one hour will be deducted for every 50 KM run from the total hrs. covered.

3.0 **FOR PRICE BID**

- 3.1 The agency should quote the rate as per price schedule (Part-II) in a separate sealed cover and duly signed and Superscribed "Supply of Vehicles Contract- 2021-22 PRICE BID".
- 4.0 The Tender should be submitted to the General Manager (Elect), EHT (Const.) Circle, OPTCL, Bhubaneswar on or before 20.12.2021 at 15.00 Hrs. and to be opened at 16.00 hr. on the same day. The Tenders received late or with any deviation are liable to be rejected.
- 5.0 If the Tender fails to furnish the details of the Technical Bid, the Tender will be rejected & the PRICE BID in original will be sent back to the Tenderer un-opened.
- N.B: Tender paper shall be free of cost for local MSMEs registered with respective DICs, Khadi Village and Cottage industries, OSIC and NSIC, registration/ scope of business of MSME should cover the items to be procured in this tender subject to production of documentary evidence.

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GENERAL MANAGER (ELECT.) EHT (C) Circle, BBSR

SECTION - II

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR HIRING OF VEHICLES

1.0 **DEFINATION OF TERM**

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

1.4 **SCOPE OF WORK:**

The work involves:

- a. Providing, maintaining Diesel Non-Ac Bolero or equivalent on fixed daily hire charges basis.
- b. The vehicle provided should not be more than three years old from the date of registration of the vehicle.
- 2.1 The Agent should have relevant experience of satisfactory supply of vehicle to any reputed organization with sufficient proof (proof to be enclosed).

3.1 PERIOD OF CONTRACT:

- 3.2 The period of contract shall be for one year from the date of agreement. On successful completion of the contract, if the Company so desires, the same may be extended for further period on mutual consent.
- 3.3 The Company reserves the right to terminate the Contract without assigning any reason thereof, at any time during the tenure of contract by giving 30 days' notice of its intention to do so. In the event of any such termination of the contract the agent shall only be entitled to all the amount for services actually provided under the contract till the termination of contract subject to deductions if any under the terms of contract. No other claims shall be allowed or considered.
- 3.4 In case of failure by the Agent to fulfill his contractual obligations, 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 towards risk and cost.

4.1 RIGHT OF ACCEPTANCE OR REJECTION OF TENURES:

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

EARNEST MONEY DEPOSIT:

EMD is fully exempted as per order issued by the Director (Fin.) OPTCL, BBSR.

6.0 **SECURITY DEPOSIT:**

Successful bidders will be required to deposit an amount equal to 3% of the total contract value in shape of demand draft/BG as security deposit drawn in favour of the concerned paying officer at the time of execution of the agreement. 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.

6.1 **AGREEMENT:**

The firm/agency shall have to execute an agreement with the concerned paying officer in respect of the hired vehicle to be engaged by them.

7.1 Running and maintenance of vehicles supplied on daily hire charges basis.

- 7.2 For vehicles provided on daily hire charges basis, the vehicles are required to be in service / operation for a minimum of 12 hours daily including Sundays and Holidays if required and shall operate as per time schedule and instruction of Officer-in-Charge or his authorized representatives. If it is less than 6 hours payment shall be made 50% of the charges per day.
- 7.3 The Agency should maintain proper records of Drivers attendance and payment made to

- them and such records should be made available to the company for scrutiny as and when required. The Agency shall be responsible for all sorts of statutory payments to the Driver employed by him.
- 7.4 The vehicle shall be kept in good running condition at all times by the Agent. Procurement of fuel, lubricants, spare parts etc. will be arranged by the Agent at his own cost. Maintenance repair frequent check-up servicing over hauling payment of wage to Driver will be the Agent's responsibilities and no claim whatsoever on this will be entertained.
- 7.5 Normal maintenance kit, first-aid box etc. shall be always made available with the vehicle by the Agency.
- 7.6 Agent has to make his own arrangement to procure fuel, lubricants, & spare parts. On account of repair etc. If the vehicle is sent to Garage or filling station, the Agent cannot claim these empty trips as well as the time involved for the purpose.
- 7.7 Payment under schedule of rates is applicable only after reporting the vehicle at office of the GM (Elect.), EHT (Const.) Circle, OPTCL, Bhubaneswar or any specified place.
- 8.0 **USE OF VEHICLE:**
- 8.1 During the period of contract, the vehicle shall be exclusively used for OPTCL as per directions of officer-in-charge or his Authorized representatives.
- 8.2 The Agent should not refuse to send the vehicle to any place as directed by the Officer-in-Charge or his representatives.
- 8.2.1. The Agent shall be responsible for proper behavior of all the persons employed by him and have control over them. Without prejudice to the generality of above, the Agent shall be bound to prohibit and prevent any employee from being intoxicated while on duty trespassing or acting in any way detrimental or prejudicial to the interests of Company, community or of the proprietors of land and properties in the neighbor-hood or the occupant's users of the vehicle. In the event of such employees so trespassing, the Agent shall be responsible for them and shall not only relieve the company from all consequent claims but will 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.

9.0 **STATUTORY LAWS:**

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

10.0 TAXES/INSURANCE/PERMITS:

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

11.0 **COMPENSATION AND PENALTY:**

11.1 For vehicle to be provided on fixed daily charges basis the vehicle shall remain in service for a minimum of 12 Hrs. duty. In case of non-reporting of the vehicle, the Agent shall provide replacement of an equally good vehicle immediately failing which the company

- will treat the vehicle not on job for the aforesaid period and will deduct from his bill/security deposit at the rate of Rs. 500/- per day for absent period without prejudice to any other rights under the contract including termination and consequences.
- 11.2 For vehicle to be provided as and when required basis if the Agent fails to provide the vehicle as enumerated in the agreement / order the company reserves the right to get the vehicle through other agencies at the risk and cost of the Agency besides levying a penalty of Rs. 50/- to Rs. 100/- for the delay of every 30 minutes or part thereof and without prejudice to the liability for termination, forfeiture of deposit and other consequences.

12.0 RISK PURCHASE CLAUSE:

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

13.0 **OPERATING AND MAINTENACE CREWS:**

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

14.0 EMPLOYMENT/LIABILITY:

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

15.0 MAINTENANCE OF DUTY SLIP / LOG BOOK FOR VEHICLES FIXED DAILY CHARGES BASIS / OUT STATION IOURNEY:

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

16.1 PROVISION REGARDING RECORDING OF LOG BOOK:

- 16.2 All transactions for the vehicle which is engaged on regular as is to be maintained in the log book prescribed by OPTCL, instead of duty slip. As this record is an original record, the same is to be handed over to concerned SDO (Elect.) in-Charge of EHT(C) Sub-Division, OPTCL after its completion.
- 16.3 The log book is to be issued to the Agent in favour of officer using the vehicle. The care of log book is the sole responsibilities of the Agent. The transactions recorded in the log books are to be countersigned by the concerned SDO (Elect.) in-Charge of EHT(C) Sub-Division, OPTCL.

17.1 PAYMENT OF BILLS:

- 17.2 For vehicle to be provided on as and when required basis the bill is payable once in a month. Bill shall be submitted within first week of the month.
- 17.3 The toll gate charges and air- port parking charges will be reimbursed by the Company.

- The receipt of payment shall be enclosed along with the bills.
- 17.4 For the vehicle provided on fixed daily charges basis, the bill is payable once in a month. The Agent is required to submit the bill along with the duly slip of the vehicle and any other relevant documents.
- 17.5 The Agent shall submit his bills in triplicate to the Officer-in-Charge or his authorized representatives with relevant documents in proof of carrying out the work including certified copies of the log book extract to the best satisfaction of the Company, as required by the Officer-in-Charge in support of claims preferred in the bills.

18.1 ADDITION OR DELETION OF SCOPE:

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

19.1 JURISDICTION OF COURT:

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

20.0 GENERAL:

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

21.0 ARBITRATION:

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

General Manager (Elect) EHT(C) Circle, BBSR.

SECTION-III

TECHNICAL SPECIFICATION

INFORMATION IN RESPECT OF VEHICLE

Condition:-

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

Sl No	Description	Information
1	Type of Vehicle	
2	Vehicle Model No.	
3	Manufacture date of Vehicle	
4	Registration No. of the vehicle	
5	Road Tax paid up to	
6	Insurance Paid up to	
7	Fitness certificate valid up to	
8	Operational Area	Odisha State
9	Controlling officer	DGM (Elect), EHT (C) Division, OPTCL, Berhampur.
10	Consignee.	(1) SDO(Elect.) EHT(C) Sub-Division, Berhampur. (2) SDO(Elect.) EHT(C) Sub-Division, Aska
11	Place of use of the vehicle	Jurisdiction of respective sites under EHT (C) Division, Berhampur
12	Mileage per liter of Diesel.	
13	Mileage per liter of Engine Oil	
14	Whether agreeable to OPTCL terms & conditions	YES/NO
15	Non-Pollution Testing Valid up to:	

Signature of Agency/Owner

PART - II

PRICE SCHEDULE.

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

SCHEDULE OF RATE FOR VEHICLES TO BE ENGAGED AT DIFFERENT OFFICES UNDER JURISDICTION OF EHT(C) DIVISION, Berhampur

Sl.No.	Description	Unit	Offer of the bidder Non-AC Bolero or equivalent	
31.NO.	Description	UIIIL		
			EHT(C) Sub-Divn. Berhampur (in Rs.)	EHT(C) Sub-Divn. Aska (in Rs.)
1	Daily charges 12hrs duty for local	Per day		
2	Monthly charge for duty 12Hrs per day.	Per month		
3	Detention charges (Beyond 12 Hr) Local.	Per hr.		
4	Night halt charges in Rs per night (for halt outside the normal Head Quarter) inclusive of all taxes.	Per night		

Note: - Evaluation of Price Bid

Evaluation shall be done on the following only.

- 1. Price offered for monthly charges for duty 12Hrs per day/25days per month, in both word & figure.
- 2. GST as applicable is to be paid extra.

Signature of the bidder With stamp

ANNEXURE - I SECTION- IV

DECLARATION FORM (TO BE SUBMITTED WITH THE TENDER PAPER)

10	The General Manager (Elect), EHT (C) Circle, OPTCL, Bhubaneswar
Sub:	Tender Notice No. GM - EHT (C) CIRCLE-BBSR - 09/2021-22
Sir,	
	Having examined the above tender paper we hereby offer to Supply of One or more
Diesel	run light vehicle complete in all aspect to the rates/entered as mentioned in our tender
enclos	ed 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 receipt No Dated Dated
	Yours faithfully,
Encl: 1	'ender of duplicate Signature of Tenderer (With Seal)

SECTION - IV

FORM OF DECLARATION /UNDERTAKING

We have gone through the tender specification and undertake to comply with the following in the event of OPTCL, deciding to place orders on us for award of contract.

- 1. Submit all original documents as per the tender documents for verification.
- 2. Shall supply the vehicle along with the driver for duty at the designated headquarter within 7 days of receipt of order.
- 3. Shall submit the valid license of the driver for verification.
- 4. Shall make the driver and vehicle for duty during normal as well as beyond normal hours as per requirement.
- 5. The cost of salary and any other statutory dues of driver shall be borne by us and OPTCL, shall in no way responsible in the matter of employment or compensation what so ever pertaining to the driver.
- 6. Shall be responsible for any other compensation arising out of Odisha Motor vehicle act.
- 7. Shall be responsible for all cost and expenses arising out of running and maintaining the vehicle/vehicles, except hire charges. Cost of reimbursement of fuel and lubricants and night halt charges at places other than the normal headquarters which shall be borne by OPTCL.
- 8. Shall accept change of headquarters as and when required by OPTCL in the interest of work.
- 9. The reimbursement of cost of fuel and lubricant shall be @ 1 liter of diesel/13 km and 1 liter lubricant/750km or as per the tender whichever is less.
- 10. Shall provide alternate vehicle of similar model as per the tender under same terms and conditions immediately, in case the original vehicle is not available due to repair or any other reason.
- 11. Shall supply alternate driver with valid suitable license in the event of non-availability of original driver.
- 12. Shall abide by the penalty and compensation clause of the tender specification.
- 13. The cost of repair of the vehicle shall be to our account.
- 14. Shall abide by all other conditions of the tender document.
- 15. Shall abide by all valid conditions laid out by OPTCL, subsequently not included in the present terms & conditions.

Nama at the Signatory	Signature of the hidder
Name of the Signatory.	Signature of the bidder.
	217110100110 01 0110 210101011