TECHNICAL SPECIFICATION

FOR

HIRING OF VEHICLES (24 hrs vehicle Service)

2 X 363.3 MW

GAS BASED COMBINED CYCLE POWER PLANT,

PALATANA, UDAIPUR, TRIPURA

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TECHNICAL SPECIFICATIONS FOR HIRING OF VEHICLES AT 2 X 363.3 MW GAS BASED COMBINED CYCLE POWER PLANT AT PALATANA, TRIPURA

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SCOPE OF SERVICES

1.0 It is clearly understood by the parties that in respect of Services to be provided by Contractor under the Contract, responsibility of Owner shall be limited to provide gate pass for the vehicles & drivers and Contractor shall be responsible for providing all other Services required for providing vehicles as per this technical specification.

In this Technical Specification, capitalized terms used but not defined shall have the meaning assigned to them under the contract dated [●] (the "**Contract**").

2.0 **GENERAL OBLIGATION OF THE CONTRACTOR**

2.1 The Contractor shall obtain, at its expense, all Permits required to be obtained by the Contractor, to allow it to carry on its business and provide the Services under the Contract.

2.2 Pursuant to the Contract, the Owner is contracting for the Services of the Contractor, as an independent contractor, to provide vehicles in accordance with this technical specification of the Contract.

3.0 **SERVICES**

3.1 In furtherance of and without limiting the obligations and responsibilities of the Contractor specified in the Contract, the Contractor shall, at all times commencing from the Effective Date and continuing through the Term and in accordance with the provisions of the Contract, perform the services specified hereunder (the "**Services**"). For the convenience only, Services have been categorized. However, any Services envisaged under the Contract to be provided by Contractor, irrespective of their categorization, shall be provided as and when required.

3.2 The Contractor shall be required to provide commercial chauffeur driven car on monthly hire basis. The vehicle must be registered as commercial vehicle not more than 36 months old from the date of registration and should not have run more than 30,000 Km. The minimum required technical specification of the car to provide on hire is detailed as under : -

PROPOSED VEHICLE REQUIREMENT

Sl	Type of vehicle	Make & model of the vehicle	Fuel	Duty hours	Present Quantity
1	Bolero	Bolero - EX NON AC with 8 seater arrangement with back door opening.	Diesel(Non -AC)	24 hr duty	2
2	Mahindra Scorpio	Scorpio - S9 2179 with 8 seater arrangement with back door opening	Diesel(AC)	24 hr duty	1

3.3 Vehicle must be immaculate and in Road worthy & excellent running conditions.

3.4 CNG fitted vehicles shall not be deployed under any circumstances by the contractor under this contract.

3.5 The vehicle must be with commercial registration & permit.

3.6 The vehicle must be registered in the name of Contractor or should have power of attorney from the owner for such deployment and bilateral agreement between Contractor and Vehicle Owner.

4.0 **Measurement of the job & Working Time** :

4.1 The following methods of measuring the job carried out by the Contractor will be adopted :

4.2 Half Day shall mean a period of 4 hours from the scheduled time of report on week days / working days.

4.3 Full Day shall mean a period of 8 hours from the scheduled time of report.

4.4 Extra waiting time shall mean extra work beyond 8 hours

4.5 Holiday / Leave for Vehicle: Leave will be allowed on any one day during the month with two days' prior written consent of officer in charge for the purpose of routine maintenance of the vehicle.

4.6 Even if no holiday is availed by the Contractor, no further compensation shall be given in lieu of such working on holidays/off days.

4.7 Day means calendar day and Month mean Calendar Month.

4.8 The vehicles as above will be required for all days of the month.

4.9 The vehicles on monthly hiring basis will be required for continuous 24 hours duty per day.

4.10 Working time for the vehicles shall be intimated by the Officer In-charge of HR Department. Normally the working hours shall start at 08-00 Hrs.

4.11 In case the reporting time of the vehicles is informed specifically other than normal reporting time, such time of reporting shall be reckoned for calculation of 12 hours on the that day.

5.0 **Reporting Place :**

5.1 Reporting place shall normally be Admin Building, OTPC Plant premises, Palatana, Udaipur, Tripura -799105. In case of change of reporting place on any day shall be intimated to the Contractor or Chauffeur telephonically in advance.

5.2 In case breakdown of vehicles at any point of time during the contractual period, replacement of equivalent or higher class of vehicle is to be made immediately within half an hour by the Contractor without fail.

6.0 **Contractual obligation of the Contractor:**

6.1 OTPC will give instructions to the Contractor or his authorized representative only. OTPC will have nothing to do or be concerned with the employment of employees working for the Contractor. The relationship between OTPC and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer –employee relationship.

7.0 **Towards selection, control and supervision of employees :**

7.1 Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.

7.2 Contractor shall employ local people from Tripura as drivers.

7.3 Contractor shall supervise the work allotted to him and to be carried out by their employees.

7.4 Contractor to ensure that the employees deployed in the premises of OTPC are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. The Contractor shall arrange to obtain police verification of each of chauffeur/driver deployed.

7.5 The Contractor shall provide road safety refresher training to their drivers once per year.

7.6 The Contractor should also ensure that he /she will engage the vehicles with chauffeurs/drivers who know the following genuine ethics and he /she will instruct them to implement the same.

7.7 Chauffeur/driver provided for such vehicle(s) shall maintain logbook for recording relevant journey details and must be holding professional valid driving license for commercial vehicles with sufficient experience for minor repair of vehicles and attend to break downs and have adequate knowledge of reading, writing and speaking English/Hindi/Bengali. The chauffeurs should be well conversant with the roads and streets of Agartala, Udaipur, Palatana and other surrounding areas. He must have experience in driving on highways. Required tool box must be provided with each vehicle by the Contractor.

7.8 The chauffeur/driver should have minimum three years' experience of driving similar vehicle with proof of valid commercial driving license.

7.9 The chauffeur/driver should keep the vehicle neat and clean daily / timely before reporting for the duty.

7.10 The chauffeur/driver should allow the passengers to get inside the vehicle and later on he should enter into vehicle.

7.11 The chauffeur/driver himself should open and close the doors for the passengers / customers while getting into and getting out of the vehicle.

7.12 The chauffeur/driver shall not smoke/be drunken while on duty.

7.13 Contractor to maintain appropriate records of these employees/drivers deployed to carry out the job(s).

7.14 Contractor should issue appropriate appointment letters to his employees/drivers.

7.15 Contractor to provide employment card/identity card with photographs duly verified and attested by the Contractor to his employees/drivers. Contractor to indicate the name of the

proprietary/partnership firm/company, place of work, contract number and duration of validity of card.

7.16 Contractor shall provide common mobile no for each 24hr vehicle.

7.17 Contractor will be responsible for the conduct of his employees/driver. In case of any misconduct/misbehavior by any employee/driver, the Contractor will replace such employee(s)/drivers immediately.

7.18 Contractor will keep watch on his employees/drivers and he will be liable for any pilferage/loss to OTPC due to acts of omission and commission by his employees/drivers. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees/drivers deployed by the Contractor shall lie exclusively with the Contractor.

7.19 The Contractor shall be responsible for enforcing all safety regulations as applicable under motor vehicle act 1988 and Motor Vehicle Amendment Act 2019 including subsequent amendments notified if any.

7.20 The Contractor to ensure that all precautions are taken for safety of his employees/drivers and Vehicles.

7.21 In the event of termination of contract for any reason, whatsoever, the Contractor shall withdraw all his employees/drivers from the establishment of OTPC. In case, Contractor decides to terminate services of his employees/drivers, he should settle all terminal dues including retrenchment compensation.

7.22 The Contractor shall maintain sufficient funds with the chauffeurs/drivers to meet any emergency requirement on account of fuel, parking fees, emergency repair/maintenance etc.

8.0 **Legal obligation of the Contractor:**

8.1 All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, payment of Gratuity Act, 1972, ESI Act, 1948, Contract Labour (R & A), Act, 1970, Payment of Bonus Act, 1965, Income Tax, Service Tax Act, Motor Vehicle Act, 1988, Motor Vehicle Amendment Act, 2019 and all other applicable Acts shall be complied by the Contractor.

8.2 HRA should given to the Drivers staying beyond 8 Km from plant Premises in the scope of contractor.

8.3 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees/drivers issued from time to time by the concerned authorities.

8.4 Contractor shall ensure payment of statutory prescribed minimum wages as applicable at Palatana issued by GoT time to time. The Contractor shall maintain proper records of timely disbursement of wages as per Payment of Wage Act, 1936. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/ OTPC authorities.

8.5 The Contractor shall indemnify OTPC against all claims and losses under various labour laws, statutes or any civil or criminal law in connection with employees/drivers deployed by him.

8.6 The liability for any compensation on account of injury sustained by an employee/driver of the Contractor will be solely attributable to the Contractor.

8.7 Route permit / national permit / clearance form RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the Contractor at his cost. OTPC does not take any responsibility in this regard.

8.8 The Contractor will ensure that all vehicles deployed under this contract agreement are covered by a comprehensive insurance policy. Under no circumstance shall OTPC be liable to compensate for any loss or damage that may be caused to / by the vehicles while engaged in discharge of the Contractor's obligations under this contract.

8.9 Contractor to obtain insurance cover for his employees/ vehicles/tools and tackles etc. and take risk insurance coverage at his own cost. OTPC shall not be responsible for any loss, damage, pilferage of his property and / or his employees/drivers.

8.10 OTPC shall not be held liable for any incident occurring after the release of vehicle/driver from duty or when the vehicle is moving without any authorized OTPC official.

8.11 The driver should abide by the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the traffic rules and Regulations so as to ensure safety of the passenger. OTPC will not be responsible for any Challan/Penalty by Traffic Police.

9.0 **Towards Supply of vehicles and log books:**

9.1 Well maintained and road worthy vehicle will only be taken in the service of OTPC. The supplied vehicles will be inspected by Admin in-charge or other person authorized by OTPC and if the vehicle are not found in road worthy/good condition, the same will have to be made properly maintained within reasonable time.

9.2 The vehicle will be utilized by OTPC, Palatana for plying in Tripura and adjoining states etc.

10. **The vehicle should be furnished with following items.**

10.1 The relevant valid documents like R.C Book, Driving License, Permit and Insurance policy, pollution certificate, etc.

10.2 The Contractor shall comply with following Road Safety Requirements:

(a) Spark Arrestors

(b) Seat belts

(c) Maximum speed limit of 20 kmph within plant premises and 60 kmph outside the Plant .

(d) Use of indicators before taking turns

(e) Car-reversing horn.

(f) Valid portable fire extinguisher

(g) Foot matting need to be replaced once in every six month or in case of any wear & Tear.

(h) Car freshener, Mobile charger, & other minimum amenities.

(i) First aid box as per the list provided by OHC,OTPC

(J) Safety shoes for all drivers

(k) Safety policy of OTPC to be adhered as per norms attached at Annexure - __

10.3 Condition of tyres should be new. No retreaded tyre should be allowed to be used. New standby tyre in each vehicle. Tyre should be replaced after maximum 50000 km running of the vehicle or in case of any wear & tear of tyre.

10.4 The vehicle should be provided with OTPC Gate Pass issued by HR& Admin department of OTPC and it should be displayed on the front windshield. The vehicle must be fuelled adequately for daily run.

10.5 Vehicles should be provided with car freshener of good qualities, Vehicles should be provided with mobile charging facility and one litre bottle daily.

10.6 The vehicle should be provided with additional/emergency accessories like (i) Fan belt, (ii) Spare Wheel, (iii) Standard tool kit, (iv) spare bulb, (v) fuses, (vi) hose pipe etc. to attend emergency repairs, (vii) Torch, (viii) Umbrella etc, the cost of which is included in the Contract Price.

10.7 Mileage Meter (KM Indicator Meter) reading should be in properly working condition/sealed. If KM Indicator of any vehicle is found tampered at any point of time, OTPC reserves the right to terminate the Contract without any notice.

10.8 Log book should be maintained with vehicle by the Driver reflecting journey undertaken daily which will invariably get filled up by the user himself in all cases affixing his signature and the same duly certified by the HR & Admin supervisor (authorized representative of OTPC) . The daily trip / run details for billing shall be prepared on the basis of this.

10.9 Chauffeur/Driver should be provided with proper uniform preferably white in colour and a mobile phone by the Contractor at his own cost.

10.10 In case of any accident involving the vehicle provided to OTPC, all liabilities whatsoever on account of any loss or damage to any person or property is incurred, the same shall be borne solely by the Contractor himself and OTPC in no circumstance shall be held responsible for same.

11. **Rights and obligations of OTPC :-**

11.1 In case the Contractor does not carry out the contractual/ statutory obligations or the services rendered by him are found to be unsatisfactory, OTPC shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within specified time failing which OTPC reserves the right to impose the specified penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.

11.2 The contract may be terminated at any time without paying compensation whatsoever to the contractor in case of misbehavior, disobedience, dishonesty, insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill their obligation under the contract.

11.3 OTPC reserves right to short close the contract at its discretion at any point of time without assigning any reason thereof.

11.4 OTPC reserves the right to check the Mileage Meter (KM Indicator Meter) and may get it calibrated.

11.5 OTPC reserves the right to ask for Replacement of Vehicle.

12. **Penalty :-**

12.1 Following Penalty shall be levied for non-compliance to technical specification:

Sl. No.	Nature of Default	% penalty of per day hiring charge of requisite vehicle	Model of Deduction as penalty
1	Failing to provide vehicle on call subject to consideration in case of force majeure like fire, accident, any public unrest, any other act of God etc., if any.	50%	Deduction from Running Bill/CPG
2	Late reporting (Beyond 15 Minutes)	5%	-DO-
3	Indecent behaviour of driver	5%	-DO-
4	Improper condition of vehicle interior/ exterior	7.5%	-DO-
5	Driver without proper uniform/ dirty dress	5%	-DO-
6	if the stepney is not placed at the space provided in the vehicle.	10%	-Do-
7	if the chauffeur/driver of the Contractor is found not following any motor vehicle safety rules	10%	-Do-
8	if the chauffeur/driver of the Contractor is found not following rules in the Plant premises	5%	-Do-
9	Withdrawal of vehicle before expiry of contract period	-	Forfeiture and encashment of CPG.

12.2 In the event of any breakdown, alternative arrangement of same model or latest model of vehicle should be made available by Contractor immediately at his own cost failing which action as clause 8.1(1) shall be applicable.

12.3 While on duty, if the chauffeur of the hired vehicle is found to be indulging in any case of disobedience, misbehavior, malpractice, fraud or any act of misdemeanor, a penalty will be as per clause no. 8.3 (3) imposed on the concerned Contractor. A repeated act of indiscipline is punishable by stopping the services with any notice or termination of the contract and other consequence depending upon the gravity of the case.

12.4 The decision of OTPC regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the Contractor.

13. **Duration of the contract :-**

13.1 The duration of this contract will be for a period of One (01) year with effect from the date of its commencement. The contract may be extended subsequently, for a period of 1 year depending upon satisfactory performance certified by OTPC-Plant administration.

13.2 Extension of contract cannot be claimed as a matter of right by the Contractor and the decision of OTPC shall be final and binding on the Contractor in this regard.

13.3 Successful Contractor shall arrange to mobilize as per instruction from concerned OTPC official of HR & Admin dept. after awarding of LOA.

14. **Special Terms and Conditions of Contract :-**

14.1 **Statutory Compliances :** Contractor shall also be solely responsible for the payment of all benefits to the Contractor Staff under Applicable Law and rules, State Govt Notification etc, such as provident fund, bonus, overtime payment, ESIC/ECA insurance ,OT,retrenchment compensation, leave, etc., and shall keep the Owner indemnified in this regard against any claims.

14.2 **Vehicle condition (Induction Clause):** Vehicles running KMs should be less than 30000 KM and not older than 36 months from the date of original registration. Both conditions are mandatory. The vehicle must have commercial registration/permit/insurance/ PUC/Fitness etc. as per MV Act and rules.

14.3 **Vehicle condition (Exit Clause):** Vehicles should be replaced after 90000 KM of running meter or it may be continued maximum up to 110000 KM of running meter if found under satisfactory condition and not older than 48 months from the date of original registration. However, if vehicle condition is found not satisfactory within said contract period by way of wear & tear, accidental damage, mechanical failure, violation of MV Act / rules or amended time to time then agency has to replace the vehicle as per standard terms and conditions. In case of breakdown of any vehicle replacement should be made as per contract clause no 3.2. Violation of the clause 3.2 for any day may penalty in monthly rental reduced to 70%.

14.4 To coordinate with various drivers and other related works a single point contact with escalation matrix should be shared with OTPC for 24 x 7 support.

14.5 Medical test for each driver to be done mandatorily prior to joining of duty and to be repeated on yearly basis by the Contractor and reports to be submitted to Medical Officer.

14.6 Duty hours of drivers shall normally be 8 hours per day. Monthly rental includes 24 hours' rate of vehicle & up to 8 hours drivers rate (Include EPF, Bonus, ESI). Contractor shall be responsible for making any overtime payment for providing Services under this Contract.

14.7 For 24hr duty vehicles, 3 drivers and 1 no reliever are required @ 8 hours duty per day.

14.8 Leave reliever for driver duty on Sundays/Weekly off/holidays/Leave etc shall be provided and is under Contractor scope.

14.9 For security reasons, the vehicles shall be parked inside the OTPC Township parking area.

14.10 Vehicles deployed against the contract shall be for exclusive use of OTPC only during the term of contract.

14.11 Local conveyance (To & Fro) from residence of drivers to OTPC Township, Khilpara / OTPC Plant, palatana will be in the scope of Contractor.

14.12 Contractor to consult and take consent of company authorized officer to replace his driver (his contract staff).

14.13 In case of unavoidable situations/strike/ agitation etc. at OTPC plant, Contractor at its own cost to provide min three (3) nos. vehicles outside the plant gate to facilitate the movement of employees from plant gate to Udaipur/Agartala etc.

14.14 Contractor to submit the duly signed checklist along with the monthly bill. Driver payment/ statutory compliances cannot be linked with the release of payments against monthly RA bills. Contractor bills shall only be processed upon receiving of all required check listed documents along with monthly bill.

14.15 In order to meet the exigency requirements like RTA fine, flat tire, parking charges, misc expenses etc, min. amount of Rs.1000/- in cash shall be made available by Contractor with all the drivers at every point of time. OTPC will carry out the sudden inspection to verify if the drivers are carrying this amount.

14.16 Police verification Reports of drivers is must and shall be submitted to OTPC before reporting at duty.

14.17 Organizing motor vehicle training to the drivers at least every 6 months.

14.18 All the vehicles need to be fueled adequately all the time.

14.19 Every vehicle to be Foam washed and sanitized properly once in every month.

14.20 Contractor to comply on monthly basis to the checklist(s) issued by OTPC.