



ODISHA POWER GENERATION CORPORATION LIMITED
IB THERMAL POWER STATION
At/PO: BANHARPALI, DIST: JHARSUGUDA – 768 234 (ODISHA)
TELEPHONE: 06645222288
Email: bkmishra@opgc.co.in

NOTICE INVITING TENDER

NIT No. ITPS Unit -3&4 /2017-2018/132

Date: 14.02.2018

Sealed bids in prescribed format are invited from bona fide, reputed and registered Agencies / Firms / Companies for execution of the following works at Ib Thermal Power Station, Banaharpali:

Sl. No.	Name of the works	Cost of Tender Paper	EMD	Contract Period	Last date of Sale of Tender document	Date of submission/ Opening
1	Hiring of 01 no. AC Bus for OPGC II at Ib Thermal Power Station ITPS (two bid system)	Rs.5600/- (Inclusive of GST)	Rs.27,000/-	12 Months	14.02.2018 to 28.02.2018	28.02.2018 (3.00P.M.)/ 28.02.2018 (3.30P.M.)

NB: Bidders having the requisite qualifying requirements specified in the bid document shall only be considered for the work.

Cost of bid document (non-refundable) shall be paid by Demand Draft in favour of OPGC Ltd. drawn on State Bank of India (Code-9510) / Andhra Bank (Code-0662) / Central Bank of India (Code-283899) payable at ITPS, Banharpali. Cost of bid document shall have to be submitted along with the bid and the DD towards the tender cost (separate from EMD) should be prepared on or before the last date of sale of tender, otherwise the bid shall be liable for rejection. In case of any discrepancy found between tender document submitted by the agency and the master copy in our office, the latter should prevail. No claim on this account shall be entertained. Complete and signed sealed bids in hard copy form only shall be received at Contract Cell, ITPS. Bids shall be opened at Contract Cell, ITPS in the presence of the bidders or their authorized representatives, if present at the time of opening. If the last date of issue / receipt / opening happens to be a HOLIDAY, the tender will be issued/ received / opened at the respective time on the next working day. The photocopies of all the supporting documents required for participating in the tender mentioned in NIT/Tender paper shall be submitted along with the bid; otherwise the bid is liable for rejection. Bids without EMD will be rejected outright.

Bids received after stipulated date & time shall not be entertained. OPGC shall not take any liability on account of any postal/courier delay. OPGC reserves the right to accept / reject any or all tenders, seek additional clarifications, split up the scope among eligible bidders or cancel the tender altogether without assigning any reasons thereof.

N.B: For further details & downloading of Tender documents, please visit our web site www.opgc.co.in.

Important: Agenda/Corrigenda/ Extensions, if any, will be notified on the OPGC website only and will not be published in any other media. Bidders are requested to visit our website regularly for any amendment of the present bid till finalization of bidding process.

Sd/- AGM- SCM

SAFE AND CLEAN POWER IS OUR COMMITMENT



BID DOCUMENT

Providing BUS Services at Ib Thermal Power Station

Cover Page	1 Page
Information to Bidders	2 Pages
General condition of contract	14 pages
Qualifying Criteria	1 Page
Form of Contract	8 Pages
Scope of Work (Annexure – A)	1 pages
Health, Safety & Environmental (Annexure – B)	1 Page
Bid Price (Annexure – C)	2 Pages

SAFE & CLEAN POWER IS OUR COMMITMENT

ODISHA POWER GENERATION CORPORATION LTD.

**Ib Thermal Power Station, Banaharpali, Jharsuguda –
768 234**

(ODISHA)

Information to Bidders

- 1) The bids complete in all respect must be submitted in a sealed envelope super scribed with tender enquiry number, name of the work and due date of opening. **Both the Techno-commercial & Price Bid in separate sealed cover shall be put in a sealed third envelope.** The bid documents are not transferable. The bidder must submit the following along with the bid:
 - a) EMD of requisite amount as per NIT shall be put in a sealed envelope separately
 - b) Photocopies of Provident Fund Registration certificate, , Income Tax PAN and GST
 - c) Bid documents duly signed & stamped in all pages as a token of acceptance.
 - d) In case of bidders submitting the documents downloaded from OPGC web site, the cost of bid documents (as per NIT) must be submitted (separately from EMD) in the form of Demand Draft. **The draft towards cost of bid documents must be drawn on or before the last date of sale of bid documents.**
 - e) Original price bid duly filled in, signed & stamped on each page shall be submitted. Any price breakup (if required) must be submitted separately. The rates offered by the bidder shall be clearly written in English (clearly hand written or typed) both in words and figures and shall be free from any aberrations, deletions, corrections and overwriting. In case of any illegibility of the offer submitted by bidder the interpretation by OPGC shall be final and binding on the bidder. Insertion, postscript, addition and alteration shall not be accepted after submission of the bid.

Note: Tenders submitted without the above requirements shall be liable for rejection.

- 2) Bidders are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations in normal case.
- 3) **OPGC will award the contract to the successful bidder whose bid (offered/evaluated) has been found the lowest i.e. on L-1 basis.**
- 4) OPGC reserves the right to evaluate the quotation on such deviations having financial implications by adding the cost determined by OPGC.
- 5) Wherever it is mentioned in the specification that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his cost.
- 6) Before quoting the rates the Bidder should go through the specifications, scope of work, special condition of contracts etc. and get himself fully conversant with them. The bid should include cost of mobilization and cost to adhere to all safety norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of mobilization or Safety costs.
- 7) The details of items in the price schedule shall be read in conjunction with the corresponding technical specifications. Items of work provided in the price schedule but not covered in the technical specifications shall be executed strictly as per instructions of Engineer in charge.

- 8) The Bidders shall quote rates inclusive of the complete cost towards consumables, tools and tackles, equipments, labour, levies, taxes and duties if any, **all safety PPE's as per OPGC norms to all workmen**, rectification, maintenance till handing over, supervision overheads, profits and all incidental charges not specifically mentioned but reasonably implied and necessary to complete the work according to contract.
- 9) OPGC reserves the rights of accepting the whole or any part of the tender and bidder shall be bound to perform the same at their quoted rates.

GENERAL CONDITIONS OF CONTRACT



ODISHA POWER GENERATION CORPORATION LIMITED

7TH. FLOOR, ZONE – A, FORTUNE TOWERS,

(ODISHA)

CHANDRASEKHARPUR, BHUBANESWAR – 751 023



ODISHA POWER GENERATION CORPORATION LIMITED
7TH. FLOOR, ZONE – A, FORTUNE TOWERS,
(ODISHA)

CHANDRASEKHARPUR, BHUBANESWAR – 751 023

INSTRUCTION TO BIDDERS

VOLUME - I



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**ODISHA POWER GENERATION CORPORATION LTD
IB THERMAL POWER STATION
BANHARPALI-768234, DIST. JHARSUGUDA**

TENDER FOR

**Name of work: - Providing AC bus Services on hiring basis at Ib Thermal Power Station ,
ITPS.**

1. Bidding schedule

Date of commencement of sale of Tender Paper	14.02.2018
Last Date of sale of Tender Paper	28.02.2018
Clarification sought by the bidders	19.02.2018
Pre Bid Meeting	20.02.2018
Owner's response to pre-bid meeting / clarifications	21.02.2018
Last date for receipt of Techno Commercial Bids and Price Bids	3.00 PM On 28.02.2018
Opening of Techno Commercial Bids	3.30 PM On 28.02.2018
Opening of Price Bids of techno-commercially qualified bidders	To be intimated
Contract Award	To be intimated

2. To be opened in presence of Bidders or their duly authorized representatives who may like to be present at 3.30 P.M on dt.28.02.2018 in the office of Contract Cell unit 3&4, ITPS.

Issued to M/s

.....

Signature of officer issuing the documents... Sd/-

Designation: AGM –SCM, ITPS.

Date:



**ODISHA POWER GENERATION CORPORATION LTD
IB THERMAL POWER STATION, BANHARPALI**

NOTICE INVITING TENDER

1. Tenders are invited on behalf of the OPGC Ltd. for the work **“Providing AC bus Services on hiring basis at Ib Thermal Power Station, ITPS”**
2. The Tender & rates shall be in the prescribed form provided by OPGC.
3. The contract period is **12 (Twelve) month excluding 15 (Fifteen) days mobilization period** from the date of issue of Letter of Intent/Work Order, in accordance with phasing, if any, indicated in the Tender documents.
4. Normally Bidders having corresponding class of license, GST, valid IT PAN & expertise for the work required to be executed and financial capacity will be considered.
5. The person who floats the NIT shall be the Accepting Authority herein after referred to as such for the purpose of this Tender.
6. Applications for issue of tender documents shall be submitted to Accepting Authority so as to reach his office not later than **dt.28.02.2018. (3 PM)**
7. A Bidder shall possess IT PAN, PF Registration certificate and GSTN.
8. Tender documents consisting of plans, Vehicle paper, specifications, Schedule(s) of Quantities / Price Schedule of various classes of work to be done, the Conditions of Contract and other necessary documents will be sold on payment of **Rs5,600/- (inclusive of GST)** in shape of Demand Draft in favour of ODISHA Power Generation Corporation Ltd. drawn on State Bank of India (Code-9510) / Andhra Bank (Code-0662) / Central Bank of India (Code-283899) on or after **dt.14.02.2018** & up to **dt.28.02.2018**. Cost of tender paper is not refundable.
9. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the Roads and nature



- of work, labour force problem relating to present Contract labour, custom & system of the local folk, means of access to the site, accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
10. Submission of a Tender by a Bidder implies that he has read this notice along with notice advertised in the Newspaper and all other tender documents and has made himself aware of the scope and specifications of the work to be done and of local conditions and other factors bearing on the execution of the works.
 11. A Bidder should quote his rates in figures as well as in words. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words, and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures, the words 'Rs.' should be written before the figure of rupees and the words 'Paise' after the decimal figures, e.g. Rs.2.15 P. In case of words, the words 'Rupees' should precede and the words 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'Only' it should invariably be up to two places of decimal.
 12. In the case of item rate Tenders, only rates quoted shall be considered. Any Tender containing percentage below / above the schedule of rate quoted is liable to be rejected. In case of lump sum tenders, only quoted amount shall be considered.
 13. Any Bidder for the works shall not be witness in the Bid of any other Bidder for the same works. Failure to observe this condition shall render the Tender of the Bidder tendering as well as of those witnessing the Tender liable for rejection.
 14. Tender shall be received up to 3.00 P.M of dt.28.02.2018 and shall be opened at 3.30 P.M on the same day in presence of those Bidders or their duly authorized representatives who may like to be present.
 15. The Tender shall be accompanied by Earnest Money of Rs.27,000.00. The Earnest Money offered shall be in shape of Demand Draft / Pay Order in favor of ODISHA



Power Generation Corporation Ltd. drawn on State Bank of India (Code-9510) / Andhra Bank (Code-0662) / Central Bank of India (Code-283899).

- 15.1 The Tender shall be accompanied with letter of undertaking on non-judicial stamp paper of appropriate value in the prescribed format.
- 15.2 The Earnest Money shall be made payable without any condition/demure to the Owner on demand. The Earnest Money shall be valid for a period of 03 (Three) calendar months from the date of opening of the bid
- 15.3 In consideration of the Owner opening and considering the Tender for purpose of award of Contract, the Bidder shall keep his Tender valid for a period of **One eighty (180) days** from the date of opening of the Tender, during which period the Bidder agrees not to vary, alter or revoke his Tender either in whole or in part. If the Bidder however, fails to keep his Tender valid for **one eighty (180) days** or varies its terms and conditions during the said period then the Owner shall be entitled to forfeit the Earnest Money amount without any notice or proof of damages etc. The Bidder shall submit his Tender as required in the Tender documents along with letter of undertaking in the proforma enclosed herewith.
- 15.4 The Earnest Money of all unsuccessful Bidders will be returned within Thirty (30) days after the award of the Contract.
- 15.5 Any Tender not accompanied with Earnest Money in accordance with aforesaid provisions shall be rejected by the Owner as non-responsive Bid.
- 15.6 No interest will be payable by the Owner on the said amount covered under Earnest Money / other security deposits.
16. On finalization of Tender, Earnest Money of successful Bidder will be treated as part of the initial security at the option of the said Contractor or shall be returned to the successful bidder at his option.
17. A Bidder shall submit the Tender which satisfies each and every condition laid down in this notice and other tender documents, failing which the Tender will be liable to be rejected.
18. The ODISHA Power Generation Corporation Ltd. do not bind themselves to accept the lowest or any Tender or to give any reasons for their decision. The Owner



reserves the right to allow the Public Sector Undertakings price preference facilities as admissible under existing Govt. policy. The prospective Bidders may apprise themselves of the relevant Govt. notification in this regard before submission of their bid. The ODISHA Power Generation Corporation Ltd. reserves the right of accepting the whole or any part of the Tender or split the total scope of work among eligible Bidders and Bidder (s) shall be bound to perform the same at his/their quoted rates.

19. PREPARATION OF BID:

The Bidder(s) shall submit the bid in two parts, namely-

- I) Part-I: Techno commercial Bid
- II) Part-II: Price Bid

PART-I: TECHNO-COMMERCIAL BID

A complete set of original Tender documents as issued to the Bidder except blank price bid / bill of quantity duly filled in as prescribed in different clauses of the Tender documents with signature & stamp in all pages as token of unconditional acceptance shall constitute Techno-commercial Bid.

The Bidder shall enclose the following documents in this Bid.

- a) Crossed Demand Draft for requisite amount drawn in favor of ODISHA Power Generation Corporation Ltd. in the manner prescribed in clause-15 of NIT enclosed herewith towards the Earnest Money without which the Tender will be summarily rejected.
- b) Details of work of similar nature and magnitude executed by the Bidder during last three years (Works executed in name of Bidder).
- c) Details of present commitments of the Bidder.
- d) Details of other vehicle.
- e) Organization chart showing number of qualified personnel in the roll of the firm.
- f) Duly filled in information about Bidder..
- g) List of enclosures.
- h) Exception & deviation statement .
- i) Details of proposed organization.
- j) Documents showing annual turnover.
- k) Not used
- l) Photocopy of Provident Fund Registration No. and GST Registration No. of appropriate category issued by competent authority.



- m) Photocopy copy of the Registration of Firm / Company.
- n) Present & permanent Address for correspondence along with Telephone No./Fax No./E-mail address etc.
- o) Any other technical information, Bidder wishes to furnish.
- p) Letter of undertaking in judicial stamp paper of worth Rs.5.00 in the format enclosed.
- q) Documents in support of authentication of the person who signed the tender. Only proprietor, partner, directors or permanent employee with due power of attorney is recognized for such signature.

Note: If required additional sheet may be used to furnish all above information but in the format provided in General Conditions of Contract.

The techno-commercial bid with all its enclosures as mentioned in clause 1.4 should be put in an envelope, sealed & super scribed as “TECHNO-COMMERCIAL BID”. This envelope must contain Name of the work, NIT No., Due date of opening and Name & Address of the Bidder on bottom left hand corner of the cover.

PART-II: PRICE BID

Price bid shall include -

- a. Original price bid / schedule of quantity duly filled in, signed & stamped on each page as token of unconditional acceptance shall constitute the Price Bid. The Bidder shall take utmost care in filling the tender documents corresponding to instruction to Bidder and relevant information elsewhere in Tender document.
 - b. Price Bid shall be completed in all respects with all their attachments / enclosures, if any.
 - c. The price bid shall be prepared in the manner prescribed in various clauses of Tender document and put in a separate sealed envelope super scribed as “PRICE BID”. This envelope must contain Name of work, NIT No. at the top and Name & Address of the Bidder on left hand bottom corner of the cover.
20. GST or any other tax on materials in respect of this Contract shall be payable by the Contractor and the Owner will not entertain any claim whatsoever in this respect.
21. The hired vehicles, during period of contract, shall have all necessary valid MV documents such as : - valid Registration Certificate, Insurance Certificate, Fitness Certificate, valid Contract Carriage Permit, proof of up to date tax payment etc. and D.L. of the driver available all the times. The Department/ Office hiring the vehicle shall not be responsible for any damage/ loss caused to hired vehicles or loss of life I



- injury made to any person or damage to any property on account of use of hired vehicle any manner whatsoever. The hirer shall be responsible for all such litigation.
22. The hire charges to be paid for monthly basis is final but does not include cost of diesel, which is to be paid separately basing on actual consumption and lubricants as per existing Government norms. All the expenditure of the vehicle towards repair, replacement of spare parts, Lubricating oil of Engine, Gear Box & differential Coolant, Tyres & Tubes, Battery etc. will be borne by the bidder.
 23. It shall be the responsibility of the bidder to provide a good driver and the salary of the driver shall be borne by the owner.
 24. In case of breakdown for reasons whatsoever the replacement of a vehicle of the same or better model shall be provided by the owner of the vehicle/bidder.
 25. In case of the vehicle do not report regularly, the authority will be at liberty to reject the agreement and may engage vehicle from other source.
 26. In case of emergency, the driver will have to report for duty as per the requirement of hirer. No extra payment shall be demanded.
 27. If the services are found to be unsatisfactory, the client shall give one month notice and terminate the agreement.
 28. In case the service provider intends to withdraw the services of his vehicle and terminate the agreement, it shall be mandatory upon him to grant one month notice before such withdrawal of service and termination of agreement.
 29. If the bidder violates any of the terms of contract, OPGC shall forfeit the entire amount of security deposit.
 30. **COMPLETE BID:**

Both the Techno-commercial & Price Bid in separate sealed cover shall be put in a third envelope, sealed & superscribed with Name of the Work, NIT No., Due date of opening.



The full name, postal address, telegraphic address and telex/telephone/fax/E-Mail of the Bidder shall be written on the bottom left corner of the envelope.

31. SUBMISSION OF BID:

Completed Bid shall be submitted to the Owner within due date and during office hours only. The Tenders shall be put into a box, marked as Tender Box or handed over to Contract Cell against receipt of the same.

32. OPENING OF TENDER:

The techno-commercial bid shall be opened at a predetermined time, venue & date in presence of the Bidder(s) or their authorized representative who may like to be present. Partner, director or permanent employee of the firm duly authorized can only be authorized representative.

Price bid shall be opened at a future date under intimation to all technically qualified Bidders and in presence of them or their authorized representatives who shall participate.

33. CAUTION TO BIDDER:

The person who shall come to purchase tender documents, submit the Tender or participate in the opening of the Tender must abide by the safety rule of OPGC right from the plant gate. Some of the checkpoints are, the vehicle must have valid insurance & tax paid road permit, valid driving license of the driver / Owner as the case may be. Persons with full shoes shall be allowed to enter the plant & our plant gate shall provide other items such as hardhat, safety glass & visitor pass. Not more than 2(two) persons for one Tender shall be allowed to participate in Tender opening.

34. RATES TO BE IN FIGURES & WORDS:

The Bidder shall quote both in figures and in words for the rates and amount tendered by him in the Schedule of quantities / Price schedule forming part of the Tender document, in such a way that interpolation is not possible. The amount of each item shall be worked out and entered and requisite total given for all items. The tendered amount for the work shall be entered in the Tender and duly signed by the Bidder.

If any ambiguities are observed in the rates & amount given in words & figures the following procedure shall be followed:



- a) When there is difference between the rates in figures and words, rate, which corresponds to the amount worked out by the Bidder, shall be taken as correct.
- b) When the rate quoted by the Bidder in figures and words tally but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct but not the amount.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.
- d) The Bidder shall quote in English language only.

35. CORRECTIONS & ERASES:

No erases or over writings are permissible. All corrections and alterations in the entries of tender papers shall be signed by the Bidder with date.

36. DETAILS & SIGNATURE OF BIDDER:

The Tender shall contain the name, residence and place of business of person or persons making the Tender and shall be signed by the Bidder with his usual signature. Partnership firms shall furnish the full names of the partners in the Tender. It should be signed in the partnerships name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by a Corporation shall be signed by an authorized representative and a power of attorney / authorization on its behalf shall accompany the Tender. A copy of constitution of the firm with names of all partners shall be furnished. In case of cooperative society, the authorized representative of the society will sign the Tender. Similar principle shall be followed in case of any Trust and Hindu Undivided Family business.

37. When the Bidder signs a Tender in a language other than English, the total amount tendered or only rate quoted in maintenance Contract in addition be written in the same language. The signature should be attested, at least by one witness.

38. ABNORMAL RATES:

The Contractor is expected to quote the rate for each item after careful analysis of cost involved for the satisfactory performance and completion of item work considering all specifications and conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change in specification for any other item. In case the rates quoted by the Bidder's for any item are unusually high or unusually low it will be sufficient cause for the



rejection of the Tender unless the Owner is convinced about the reasonableness of the analysis for rate furnished by the Bidder (on demand) after scrutiny.

39. RECORD KEEPING:

Relevant records / logbook are to be maintained by the Contractor in day-to-day / monthly basis & furnished to officer-in-charge or his representative for scrutiny, Management Information System and payment etc.

41. Bidders are advised to submit the tender based strictly on the terms and conditions and specifications contained in the bid documents and not stipulate any deviations in normal case. The price quoted should be valid for 180 days from the date of opening of tender.
42. OPGC reserves the right to evaluate the quotation on such deviations having financial implications by adding the cost determined by OPGC.
43. Wherever it is mentioned in the specification that the bidder shall perform certain work or provide certain facilities, it is understood that he shall do so at his cost.
44. Before submission of Bid, the bidders are requested to make themselves fully conversant with the site conditions, safety and health aspects etc. so that no ambiguity arises in these respects subsequent to submission of the Bids. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bids.
 - i. Issuance of Bid Documents to any bidder shall not construe that such bidder is considered to be qualified for award of the work.

For and on behalf of ODISHA Power Generation Corporation Ltd.

Signature...[Sd/-](#)

Designation: AGM - SCM, ITPS.

Date:



PROFORMA OF LETTER OF UNDERTAKING TO BE SUBMITTED BY THE BIDDER
ALONG WITH HIS TENDER.

(To be executed on non-judicial stamp paper of requisite value)

Ref:

Date:

To

ODISHA Power Generation Corporation Ltd.,
IB Thermal Power Station,
Banaharpali.

(Hereinafter referred to as the Owner)

I/We have read and examined the following documents relating
to.....
.....

(Name of the works)

- (a) Notice inviting Tender.
- (b) Format for Letter of undertaking
- (c) General Conditions of Contract including Contractors Labour Regulations, Model Rules for Labour Welfare, Safety Code, Schedule A & B and Annexure - I to XVII.
- (d) Special Conditions of Contract including Scope of Work
- (e) Price Schedule / Bill of Quantities
- (f) Drawings if any.

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details contained in Schedule of Quantities / Price schedule attached with the tender documents and the period (s) of completion as stipulated in Schedule 'A' of General Conditions of Contract.

In consideration of I/We being invited to Tender, I/We agree to keep the Tender open for acceptance for **180 (one eighty) days** from the due date of opening of bid there of and not to make any modifications in its terms and conditions which are not acceptable to the Owner.

A sum of Rs. 27,000.00 towards Earnest Money is hereby forwarded in shape of Demand draft drawn on State Bank of India (Code-9510) / Andhra Bank (Code-0662) / Central Bank of India (Code-283899) in the manner prescribed in clause 15 of NIT enclosed herewith. If I/We fail to keep the Tender open as aforesaid or make any modifications in the terms and conditions of the Tender, which are not acceptable to the Owner, I/We agree that the Owner shall, without prejudice to any other remedy, be at liberty to forfeit the said earnest money absolutely. Should this Tender be accepted, I/We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.



If, after the Tender is accepted, I/We fail to commence the execution of the works as provided in the conditions, I/We agree that the Owner shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.

Signature of Bidder

Duly authorized to sign the Tender on behalf
of the (in block capitals).....

.....

Dated.....

Postal Address.....

Telegraphic Address.....

Telephone No.....

Fax No.....

E-mail address

Witness.....

Date.....

Address.....



QUALIFYING CRITERIA

Agencies participating in the tender should have following pre-qualifications:

1. Vehicle should be within 02-03 years from the date of manufacture
2. Bus Should have following feature
 - a. Proper AC functioning in each part of the bus.
 - b. Push back seat with seat belt.
 - c. Cushion Seating capacity should be in the range of 40- 45.
 - d. First aid facility should be there.
 - e. Driving licence: Proper valid commercial driving licence should be available for the drivers with Badge.
 - f. Driver should have minimum five years experience in driving the BUS/ Heavy vehicle.
 - g. Bus should be registered in Odisha state.
3. Agency should have GST registration of appropriate category and Valid Income Tax PAN.
4. The agency / Owner should have achieved an annual turnover of at least Rs 25.00 Lakhs for providing passenger vehicle on hire basis to any Government / Private organization/ Institutional during the last three financial years.
5. Firm should own at least one (01) bus in the name of firm / Partner.

Note: Photocopy of all relevant documents need to be submitted along with bid in support of above.



FORM OF CONTRACT

A. SPECIAL TERMS AND CONDITIONS

- Contract period for hiring of the bus will be valid for 1 year. Contract may be extendable depending upon requirement and the performance of the contractor. The decision of extension of the contract will be taken by the OPGC.
- The offers must contain photocopies of the following information/ documents pertaining to the owner & his vehicle:
 - a) IT PAN
 - b) Registration Certificate
 - c) First party Insurance Policy
 - d) Certificate of Fitness
 - e) Certificate/Receipt of Road Tax payment
 - f) Permit in respect of a contract carriage
 - g) Pollution under Control Certificate (PUCC).
 - h) Workman compensation policy (WC) of driver & helper
 - i) Medical fitness of driver & helper
- All the seats of the vehicle must have provision of Safety belt in usable condition.
- Bus will commute between Jharsuguda to IB thermal power plant every day for the employee in the route as decided by the Management. However, the Bus can also be used for commuting to the other places in case any such need arises. Expenses incurred towards this permit shall be reimbursed on production of documents.
- Bus should be factory fitted AC with proper cooling at every part of the BUS.
- The vehicle shall be spared for one day in a month for maintenance purpose. The vendor shall provide replacement AC bus with push back seat of same capacity.
- The monthly rate as decided shall include the cost of staff, maintenance & permit etc. However parking fee & GST shall be payable extra.
- The company shall in no way be responsible for / Liable for any untoward incident causing damage to the bus or the staff either during running and idle condition.
- The bus owner should deposit with the company photocopies of the documents of the bus such as registration, insurance , route permit , fitness certificate etc. and driving license /token of the driver.
- During the tenure of contract, in case the vehicle is not made available on any day due to break-down or otherwise, a substitute vehicle of same type must be provided in its place. If a substitute vehicle is not provided in such a situation, the expenses incurred for hiring a vehicle from market shall be recovered/ deducted from the bill/ pending dues of the contractor. Such lapses for more than three times may lead to termination of contract. A minimum of Rs. 10,000.00/ per day shall be recover from the monthly running bill.
- The contractor shall not sublet the contract or transfer ownership of the vehicle to any other party during the tenure of contract with OPGC.
- The contractor shall abide by the rules & regulations stipulated by ITPS from time to time as regard operation/running of the vehicle.
- The contractor & the driver of the vehicle must abide by the safety rules of OPGC and strictly follow the Safety Health & Environment Guidelines for contractors of OPGC.



- The contractor shall abide by all the Labour Laws and any other Laws, rules and regulations of State Govt. applicable from time to time.
- The driver of vehicle must understand English besides Hindi & the regional language.
- The drivers of your vehicle must have good demeanor, punctuality and readiness to serve at the time of need and emergency
- The bidder must furnish a detailed analysis of rate to justify the quoted hire charge/price.
- OPGC reserves the right to accept / reject any or all tenders without assigning any reasons thereof.
- Service performance of the contractor / Bus will be review periodically. In case of unsatisfactory service, OPGC shall have the right to terminate the agreement. Cost involved in the replacement / alternative arrangement will be deducted from the contractor monthly bill.
- Local issue / Dispute to be handled by the contractor / Owner / Travel agency. The company will not responsible for near miss / Accident inside / outside plant gate loss, Risk & consequences to be borne by the contractor.
- In case of near misses the alternative vehicle with same vehicle will be provided by the owner.
- Accommodation for the Crew member required for the operation of bus will be provided by the contractor.
- Bus will be hired for 16 Hours a day, If required second bus will be hired subsequently at same rate and terms and condition.
- Night duty to be carried out as per the requirement of OIC.

B. FACILITIES TO BE PROVIDED BY THE AGENCY:

The agency shall provide the following facilities to the Crew personnel:

- 1) White Uniform consisting of Two Pants, Two Shirts, Belt, Cap, Whistle, Rain Coat (in Rainy Season), Woolen Pullover (in Winter Season),sufficient Ceremonial dress for VVIP/VIP visit and during 15th Aug, 26th Jan celebrations, Safety Shoe, Safety Glasses, Safety Helmet, other required Personal Protective Equipment, PT Dress, Laminated Identity Card, Badge, Lanyard.
- 2) Paper stationary required for maintain of statutory record etc. shall be borne by the agency.
- 3) Uniform (additional) and accessories.
 - i) One extra pair of uniform full.
- 4) Quality of safety boots, safety glasses, safety helmet, reflective vest and all other Personal Protective Equipment to be supplied by the agency and should meet the standard mentioned in the enclosed sheet and sample of safety shoe should be first approved by OPGC Expansion Project HSE department.



C. FACILITIES TO BE PROVIDED BY OPGC:

- 1) Normal diesel will be issued as per fuel consumption quoted by the bidder in its bid. High speed diesel will not be issued. If diesel will not be issued by OPGC due to some circumstances, Contractor shall arrange for diesel and get it reimbursed based on certification of OIC.

D. PAYMENT OF WAGES:

The agency will be responsible for payment of wages as admissible under the Minimum Wages Act where applicable. The agency will make such payment within the prescribed period as per the Payment of Wages Act. All cash payments to his workmen shall be made in presence of a representative of the Principle Employer.

In case of termination of any contract Labour within a wage period, agency will make wage payment to that person within 48 hours. Agency will also discharge other obligations of payment of retrenchment compensation under the Industrial Disputes Act, as applicable at the time of retrenchment. The agency will display a notice indicating the wage period, place of payment of wage and time of payment and send a copy thereof to the Principal Employer from time to time. The agency will furnish a copy of the wage bill to the Principal Employer after disbursement of wage to the contract workers duly witnessed by the Principal Employer's representative. The agency must note that this copy will be used by the Principal Employer to make payment of wages for the subsequent month or months in the event of his failure to make payment of wage within the prescribed period. If payment of wage through this method results in any excess payment than what is due and admissible to his contract workers, the responsibility for such excess payment will be that of the agency.

E. HEALTH, SAFETY AND ENVIRONMENTAL:

The agency will ensure that the Staff do not indulge in any unsafe and hazardous practice. They will ensure that his Labour uses safety equipment such as safety harness

With lanyard, safety boots, safety glasses, safety helmets, dust masks, reflective vest, etc. where use of such equipment is required in day-to-day operations. They will ensure that safety measures as recommended and stipulated in the Safety Rules of the OPGC Expansion Project are strictly followed. Also general guidelines for environmental protection shall be strictly adhered to. All bus personnel must obtain health certificate at their own cost from any registered Medical Practitioner / Officer that they are free from all contagious diseases and have good health standard to perform their duties. For any dispute, the decision of CMO, ITPS Hospital is final and binding. Subsequently they shall checkup their health as per program of OPGC at ITPS Hospital.

F. WORKMEN COMPENSATION:

The agency will ensure to meet his liabilities of Workmen Compensation in the event of injury or death of employee arising from and in the course of employment. The agency will take an Insurance



Policy from an Insurance Company to cover their employee for discharge of this liability and submit a copy thereof to OPGC without which agency shall not be allowed to commence or continue the work.

H. PAYMENT OF BONUS AND GRATUITY:

Payment of Bonus and Gratuity under the Payment of Bonus Act and Payment of Gratuity Act respectively shall be the sole responsibility of the Agency. OPGC shall not be responsible for these liabilities under any circumstances. Gratuity plus bonus shall be payable when due and against actual payment.

I. EMPLOYEE EMPLOYED IN THE FACTORY PREMISES:

The agency will comply with the provisions of the Factories Act in respect of Working hours, Holidays, Rest, intervals, Spread over, Leave and Over-time for his workmen. All payments, as due and admissible under the law in this respect will be his sole responsibility.

J. FURNISHING INFORMATION IN RESPECT OF EMPLOYEE:

The agency will provide full particulars of each employee employed by them from time to time in a Performa to be provided by him to OPGC. He will endorse a copy of all returns furnished by them to the Labour Department under the Contract Labor (Regulation and Abolition) Act and other Labour Laws.

M. MISCELLANEOUS:

The agency will obtain a License from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act / Inter-State Migrant Workmen Act. The agency will be responsible for the identity, conduct and integrity of their workers. The agency will ensure that they do not indulge in any activity subversive of discipline or anti-national in nature.

N. PAYMENT TERMS:

- 1) The contract price shall be inclusive of all applicable taxes, duties & levies etc except GST. Payment of Rs..... per month (to be filled in based on the finalized amount) shall be paid after due verification.
- 2) All applicable taxes, duties & levies etc. shall be deducted at source from the monthly bills and a certificate to this effect shall be issued to him.
- 3) In addition to Rs. 27,000.00 of EMD submitted along with the bid (refundable after finalization of bid), successful agency shall submit a bank guarantee equivalent to 05 (five) % of the annual contract value valid up to 3 months beyond the contract period. The Bank guarantee shall be released after successful completion of the services subject to submission of documents of clearing all statutory dues to workmen and Government.
- 4) Bill(s) in triplicate shall be submitted to the Owner's Representative during 1st week of subsequent month. Bill shall be prepared and raised as per GST Rules showing –
 - (i) Name, address & registration number of such person



- (ii) Name, address of the person receiving taxable service
- (iii) Description, classification & value of taxable service provided or to be provided
- (iv) GST payable thereon.

The monthly bill shall be submitted along with checklist duly filled in.

- 5) Agency shall comply with all statutory obligations of the previous bills before claiming the payment of subsequent bills. In case of violation & non compliance of the previous bill the subsequent bill shall be withheld till compliance of the previous bill.
- 6) Payment shall be made to the agency within 15days of submission of error free bill.
- 7) Payment shall be made through RTGS. The agency is required to furnish necessary details in mandate form.
- 8) The successful bidder shall mobilize adequate resource for payment of wages and other statutory dues for payment under various Acts.

O. MANDATORY CLAUSES:

- 1) OPGC will deduct / recover the loss due to negligence of the service from the monthly bills and other dues of the agency.
- 2) The OPGC will coordinate with the owner / Owner authorized personal. Owner will provide the contact details.
- 3) In case the BUS personnel deployed by the agency go on strike, agitation or remain absent or remain inactive in any manner not conducive to company's interest, the agency shall promptly replace them by effective and efficient persons.
- 4) Agency's bus personnel shall not engage themselves, directly or indirectly, in any commercial activity or employment over and above their employment with the agency.
- 5) The agency shall ensure that the bus personnel observe code of conduct and discipline.
- 6) Deployment of minimum number of man days of bus personnel as specified in the scope of work,
- 7) Rotation / transfer of staff in case of leave / Holiday.
- 8) Provide the required uniform within seven days of deployment of your personnel.
- 9) Provide the required Personal Protective Equipment, failing which the same shall be provided by OPGC & an amount of 150 (one hundred & fifty) % of the cost of the said materials shall be recovered from their bills.



- 10) Payment to the Bus personnel as per the payment of wages Act. Failure to do so or repetition of such default for more than three times shall lead to termination of the contract.

P. PENALTY CLAUSE:

- 1) If any loss or theft occurs due to negligence of duty of BUS personnel authenticated by a joint enquiry, the agency will compensate the loss so incurred by OPGC.
- 2) For non-deployment of requisite number of manpower by the agency as specified in the work order, an amount equal to one time of the unit charges of that particular category of manpower shall be deducted from the very next bill submitted by the agency.
- 3) Owner is empowered to hold or deduct the amount from agency's bill for its non-performance or part performance with regard to any deficiency or negligence in security operation, PT, Drill/Parade, Training and test, indiscipline / disobedience of any nature by any of its personnel, theft / loss of owner's property or failure of the agency to discharge obligations under the terms and conditions of contract agreement.

In case of violation of clauses/non-performance / continuous poor performance / abandonment of work, the contract shall be terminated and the work shall be continued by any other means at your cost and risk. In this case all your security deposit shall be forfeited.

Q. TERMINATION OF CONTRACT:

The contract shall be terminated on the following considerations, without notice:

- 1) If the agency is found guilty by court of law and the offence involves moral turpitude.
- 2) If the agency indulges in mal-practices such as bribery, corruption, fraud, pilferage etc.
- 3) If the agency is declared bankrupt, insolvent, wound-up, dissolved or partitioned.
- 4) If the agency is found to have substituted or damaged or disposed of material or document from any employee of the company.
- 5) If the agency is found to have obtained, by questionable means, copies of any document from any employee of the company.
- 6) If the agency has submitted, for getting the contract, any fake or false documents or certificates.
- 7) If the agency, persistently and in spite of warnings, is violating or circumventing the provisions of Labour Laws.
- 8) If the agency, persistently refuses to return company's dues.
- 9) If the agency indulges in anti-management activity of any kind.



10) If the agency fails to provide desired quality and / or quantum of services or violates any Clause of the contract or provision of law as applicable to him or his workmen/works.

R. The contract may be terminated by OPGC giving two month notice if the performance of the agency fail to meet the requirements specified in the conditions.

S. DISPUTE SETTLEMENT:

Any dispute or difference arising out of this contract shall be mutually settled. In case of difference in opinion the decision of the OPGC or his authorized representative shall be final and binding.

T. JURISDICTION OF COURT:

Appropriate Court at **Jharsuguda** under the Odisha High Court shall have exclusive jurisdiction over all matters related to this contract.

U. AGREEMENT:

You shall enter into an agreement with OPGC in non-judicial stamp paper of appropriate value within 60(sixty) days of release of the Work Order. Besides the forgoing, all other terms and conditions of General Conditions of Contract, Special Conditions of Contract / Form of Contract and mutually agreed correspondence shall form an integral part of contract.

V. The agency shall abide by the provisions of Workmen Compensation Act. 1923 and Odisha Rules made there under, Industrial Dispute Act & Rule, Contract Labour (R&A) Act-1970, Provident Fund and Miscellaneous provisions Act-1952, Bonus Acts & Rule, Minimum Wages Act-1948 and Rules made and payment of wages Act-1936 and Rules there under. OPGC will not be held responsible for any injury sustained by agency's worker while on duty. In the event of any injury/accidental death of the employee on duty, the agency will have to pay necessary compensation to the legal heirs of said employee and that will not be reimbursed by OPGC Ltd. In case of failure to pay the compensation as decided by the competent authority as per Workmen Compensation Act, the Owner Representative will deduct the necessary amount from any outstanding bill of the agency and deposit the same with competent authority.

W. The agency shall submit photocopy of the payment sheet/ muster roll of every month during second week of subsequent month.

X. Insurance of the bus personnel shall be taken by the agency before commencement of the work and copy of the same shall be submitted to the Owner Representative before commencement of the



work. The insurance must cover workman compensation covering accidental risk under Workman's Compensation Act and rule.

- Y. The agency shall comply with all provisions of the Insurance Act applicable from time to time. He shall at his own expenses carry and maintain Insurance for Personal Injury Act-1963 for his employees and shall indemnify and hold harmless the Owner Representative of all liability arising on this account.

- Z. The agency shall have to maintain all statutory records as required under Contract Labour Regulation and Abolition Act, Payment of Wages Act, Minimum Wages Act, Factories Act etc. The statutory returns shall be submitted to appropriate authorities as required under the Act and Rule. The records should be kept within the work premises and must be made available on demand before OPGC / Concerned statutory authorities.

- Z¹. The agency shall get his establishment registered under Contract Labour Act and obtain license from D.L.O., Jharsuguda. He shall not be allowed to carry out the job without valid contract Labour license/ Inter State migrant license and required to produce the above license before commencement of the job.

- Z². The agency is required to start the bus service within 15 (Fifteen) days of placement of order, failing which it will be presumed that the agency is not interested in the contract and order shall be cancelled and the Initial Security Deposit shall be forfeited.

Annexure – A



SCOPE OF WORK

1. The scope of work of BUS Agency shall include, but is not limited to:
 - a) The Bus will commute between Jharsuguda and IB Thermal, Banharpalli every day for the employee in the route as decided by the management, However the Bus can also be used for commuting to other places in case any such need arises.
 - b) Deployment of necessary crew personal with Helper.
 - c) Providing and utilizing security equipment.
 - d) Providing and ensuring use of personnel protective equipment (PPE), liveries and all other materials required for the purpose.
 - e) Collecting intelligence on crime information in advance to take adequate precautions for prevention.
 - f) The minimum requirement for smooth functioning and discharging the scope of work as per postings at various locations are follows.
2. Manpower has to be provided by the contractor.
 - a. 1 Nos. drivers per shift .
 - b. 1 Nos. helper per shift.
 - c. Driver and helper must be arranged on replacement basis if permanent Driver / Helper is on leave.
 - d. Prior information has to be given for leave to Officer in charge.

SPECIAL CONDITIONS/PARTICULARS OF HIRING OF BUS		
SL.NO.	PARTICULARS	REQUIREMENT
01	Type of Bus	2/2 AC luxury bus with push back seat (Ashok Leyland, TATA) or any other of similar type
02	Air Condition	Required
03	Seating Type	Push Back
04	Seating Capacity	40-45 Seater
05	No. of bus required	01
06	Age of Bus	New/ within 02-03 years from Date of Manufacture
07	Condition of Bus	Excellent condition (Vendor should ensure regular maintenance of bus and upkeep of bus to the satisfaction of OPGC)
08	Crew Members	01- Driver & 01- Helper (Substitute to be given when regular driver/Helper on leave)
09	Sunday & ITPS Holiday	Bus will report as required by OPGC
10	Shift	As required by the Company
11	Night Shift	As required by the Company
12	Fuel/Rate	Fuel to be provide by Company or reimbursed if necessary
13	Accommodation of Crew members	By the service provider/ Vendor (OPGC will not be responsible)
14	Fooding of Crew members	By the service provider/ Vendor (OPGC will not be responsible)
15	Period of Contract	01 year (May be extended on requirement)
16	Breakdown/ Near miss incident	In case of near miss incident alternative AC bus of same type and condition to be provided immediately
17	Local issues/Dispute/ Incident inside or outside of OPGC premises	To be handled by the vendor exclusively. OPGC will not be responsible
18	Absence on deployment of regular bus service	Deduction @ 30,000/- . Alternative bus of same type and conditions and timing will be provided else deduction of Rs. 30,000/- per month.
19	Performance	Service performance will be reviewed physically. In case of unsatisfactory service, OPGC shall have all rights to terminate the agreement, Cost involved for replacement/ Alternate arrangement shall be charged/ Deducted from the running bill of the service provider/ vendor with mutual agreement
20	Maintenance	01 day/ month. The vendor shall provide replacement AC bus with push back seats of same type, conditions and timings
21	Seat Belts	Each seats should be attached seat belts
22	First Aid box	For safety of staffs the vendor should provide fire extenguisher, first aid kit, break down tool kit inside the bus
23	Driving Licence	Commercial Transport Licence with Badge
24	Required Documents:	
	a) Registration Certificate	Required
	b) IT PAN	Required
	c) First Party Insurance policy	Required
	d) Certificate of Fitness	Required
	e) Certificate/ Receipt of road tax permit	Required
	f) Permit in respect of contract carriage	Required
	g) Pollution under control certificate	Required
	h) Workmen compenation policy bo both drivers & Helpers	Required
Medical fitness of drivers & helpers	Required	



Annexure – B

HSE GUIDELINE

The agency shall provide Personal Protective Equipment i.e. (safety glasses, safety helmet, safety boots, dust mask, reflect vest and earplugs etc.) as many as required for all his workmen & ensure that the Health, Safety and Environmental (HSE) program of Ib Thermal Power Station Expansion Project is strictly adhered to, otherwise they will not be allowed to work onsite.

Standard of personal protective equipment to be provided by the Agency to their employees are indicated below.

1. High Density polyethylene yellow color Safety Helmet (Hard Hat) with "V" rib on top having eight ventilation holes (4 on each side) complete with 4 point snap on suspension anchor type molded adjustable plastic head band nape type with nylon crown strap and adjustable p.p. chin strap with chin cup and approved by DGMS, Dhanbad with ISI mark conforming to IS: 2925 with latest amendments.
2. Safety boots conforming IS: 9473-1993
3. Dust masks conforming IS: 9473-1983
4. Safety glasses for dust protection conforming ANSI: Z87
5. High visibility reflective vest (yellow fluorescent color)
6. Ear plug or Ear seal with unique closed cell polyester from smooth tapered surface similar to ear canal, swells slowly to fit individual Ear canal.
7. Canvas hand gloves for handling smooth/rough objects & doing light work.
8. The agency shall be issued entry pass for their employees after due verification of the quality of the standard PPEs and imparting necessary training by Owner Representative.
 - a) None of the Agency's employees shall be allowed inside the project premises without valid gate pass, safety glasses, safety boots, safety helmet& reflective vest.
 - b) Agency shall ensure that all his employees use proper PPEs inside the project premises as per the work & site requirements.
 - c) The Agency must ensure tidiness of the work place during & after completion of the work.
 - d) In case of any doubt relating to safety guidelines, the Agency should seek advice of Owner representative immediately for clarification.
 - e) The agency should follow proper fire-fighting procedures while surveying executing work areas.
 - f) The agency should follow all safety and environmental standards, codes, rules, regulations & acts as are in force.

Annexure – C

BIDPRICE

Sl. No.	Description
1	Providing BUS Services to Ib Thermal Power Station Expansion Projects per the scope of work and other terms & conditions enclosed.
	Price in figures:
	Price in words:

Name of work: Hire of vehicles.

(A) MONTHLY HIRE CHARGES including minimum 1 nos. driver & 1 Nos. helper per shift:

SI No.	Type of vehicle	No. of vehicles proposed to be engaged	Regd. No.	Age of vehicle	Monthly hire charge (Rs.) <u>per vehicle</u> (excluding fuel).
01	AC BUS with push back (A.C.)	01 No.			

Make of Buses: Tata, Ashok ley land, Mahindra , Swaraj enterprises, Eicher motor or equivalent. GST extra as applicable should be specified by the bidder clearly.

(B) FUEL & LUBRICANT:

Fuel (diesel) and Lubricant (Mobil) shall be provided by OPGC.

Rate of consumption of fuel (diesel) & lubricant (Mobil) to be provided by the bidder in the following format. :



Sl. No.	Type of vehicle	Rate of fuel (diesel) consumption (as per manufacturer's specification)	Rate of lubricant (Mobil) consumption (as per manufacturer's specification)
1	AC Bus with Push back seat	(i)Km/ Litre (with A.C.) Litre /Km of run

- NB:**
- (1) Indicative break up of Price quoted shall be submitted for calculation in case of Contract variation, unseasonal demand.
 - (2) The quoted price shall be all-inclusive basis except GST.
 - (3) GST shall be payable extra as per applicable rate.
 - (4) Additional amount due to imposition of new tax by Govt. relevant to this work will be reimbursed by OPGC as per actual against documentary evidence.
 - (5) Income Tax will be borne by the Agency.
 - (6) For the purpose of evaluation following will be considered
 - a. Monthly hire charge (Bus + Manpower)
 - b. 5000 Km running of bus per month, as per fuel and Lubricant consumption quoted by the bidder and Current rate of Normal diesel and Lubricant oil at ITPS will be considered.
 - c. Upon award normal diesel (Not High speed) will be issued as per diesel consumption quoted by contractor.
