



ODISHA POWER GENERATION CORPORATION LIMITED
1b Thermal Power Station, Banaharpali

“Deployment of 01 (one) No. of hired Dozer (Model BD-80 or bigger size) in Stockpile area at CHP, ITPS.”

Bid Document:

The Bid documents consist of the following documents.

- 1) Bid Document and Instruction to the Bidders
- 2) General Conditions of contract
- 3) Special Conditions of Contract
- 4) Blank Price Bid
- 5) SHE Rules and Regulations for Contractors

The bids complete in all respects must be submitted in one part. The envelope containing the offer must be sealed and super-scribed with **"Tender Enquiry Number"** and **"Name of the work"**.

NB: The bid documents are not transferable.

The bidder must enclose the following with the offer:

- 1) E.M.D. worth 1% of the total quoted price.
- 2) Valid IT PAN and GST Registration Certificate.
- 3) Bid Document Signed & Stamped on all pages as a token of acceptance.

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

Price Bid

- 1) Original price bid duly filled in, signed & stamped shall be submitted. Any breakup (if required) must be submitted separately. The rates offered by the bidder shall be clearly written in English (clearly handwritten 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.
- 2) Insertion, postscript, addition and alteration shall not be accepted after submission of the bid.
- 3) **The quoted price shall be all-inclusive basis except GST** (Taxes, duties, other government levies except GST etc.) and shall remain firm during entire tenure of contract and shall not be revised under any circumstances for whatsoever reason except as given in (4) below. GST applicability and rate of GST should be shown separately and shall be paid against documentary evidence.
 - a) Any increase / decrease in the GST, Cess and other taxes thereon will be reimbursed / adjusted as per actual against documentary evidence.
 - b) 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.
 - c) Any change in Income Tax will be borne by the Contractor.

- d) Quoted rate (valid on the date of opening of tender) shall be treated as base price and **all-inclusive basis except GST**.
- e) Any additional payment due to change in tax structure will be admissible if the change is effective during the scheduled completion period. No such extra payment shall be made beyond the stipulated completion date if the delay is due to the fault of the contractor. No claim shall be admissible after completion of work.

Instruction to the Bidders

- a) Bidders are advised to submit the tender based strictly on the terms and conditions contained in the tender documents and not stipulate any deviations in normal case.
- b) OPGC reserves the right to evaluate the quotation on such deviations having financial implications by adding the cost determined by OPGC.
- c) Wherever it is mentioned in the tender conditions that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his cost.
- d) Before submission of Bid, the Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, site conditions, safety and health aspects etc. so that no ambiguity arises in these respects subsequent to submission of the Bids.
- e) Before quoting the rates the Bidder should go through the Special Conditions of Contract, the scope of work etc. and get himself fully conversant with them. The bid should include cost towards safety PPE's as per OPGC norms, supervision overheads, profits and all incidental charges not specifically mentioned but reasonably implied and necessary to complete the work according to contract. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of the mobilization or Safety costs.
- f) OPGC reserves the rights to split the scope & quantity to more than one agency among the bidders
- g) OPGC reserves the rights to cancel the tender without assigning any reasons thereof
- h) 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

Name of the work:

“Deployment of 01 (one) No. of hired Dozer (Model BD-80 or bigger size) in Stockpile area at CHP, ITPS”

- 1.0 **Price:** The rates shall be quoted as per the prescribed price bid format enclosed.
- 2.0 **Termination of the contract:** If the quality of the work is unsatisfactory, the contract shall be terminated with immediate notice and the pending dues shall be forfeited.
- 3.0 **Taxes:** Income Tax shall be deducted from your bills.
- 4.0 Bidder must furnish a copy of 'Group Insurance Policy' covering employment accidental benefit in respect of your workmen to meet your liabilities against Employees Compensation (Workmen Compensation Act-1923). The work shall commence only after submission of the Group Insurance Policy to the EIC.
- 5.0 **Penalty:**
 - a) In case of failure to start the work within the due date, the work order awarded may be automatically cancelled without any reference to the contractor.
 - b) In case of non-performance / continuous poor performance, the contract shall be terminated with immediate notice and the work shall be done by any other means at the contractor's cost and risk till engagement of other agency. If the price of the contract for the balance work shall be higher, the additional amount shall be recovered from the security or any dues of this contract or any other contract taken by the contractor in OPGC. This will debar the contractor to participate in any future bid in OPGC for next 05 years.
 - c) In case of frequent failure to meet the requirement of the department due to lack of repair/maintenance of the Dozer & negligence on part of your personnel, the pending payables shall be forfeited.
- 6.0 The contractor must have a valid IT PAN.
- 7.0 **Safety, Health and Environment:**
 - a) The contractor & his workmen shall abide by the SHE Rules and Regulations for Contractors of OPGC as per enclosure and obtain safety training from OPGC Safety Officer before starting the work. Any violation of this shall be viewed seriously and the contractor shall be penalized as per rules.
 - b) The contractor shall ensure medical fitness of his personnel before the start of the work.
 - c) The contractor shall submit safety plan of the work to the Engineer-in-charge before the start of the work.
 - d) While driving two wheelers inside the plant boundary Crash Helmet to be used positively. Violation of this rule will attract penalty.
- 8.0 **Indemnity:** The Contractor shall keep OPGC indemnified from all liabilities resulting out of this contract and act of his personnel.
- 9.0 **Payment of bill:** Payment after statutory deductions and other deductions like taxes, duties, levies etc. shall be released after completion of the job and duly certified by the OIC. The payment shall be made through e-mode facilities of RTGS / NEFT / Internet Banking. To facilitate the E-payment you shall return the enclosed Bank Mandate Form duly filled in, along with the duplicate copy of work order. You shall also submit your IT PAN before release of any bill.

10.0 **Security Management Procedure:**

- a) Entry Permit/ Gate Access Card shall be issued to the contractor employee free of cost and to be displayed in person whenever they are inside ITPS premises.
- b) At any time if the worker of any contractor leaves the job, it is the responsibility of the contractor or his representative to withdraw his Entry Permits/ Gate Access Cards and deposit at Security Pass Section.
- c) In the event of expiry of the Contract, the contractor has to deposit the Entry Permits/ Gate Access Cards to Security at Pass Section and collect required No Objection Certificate (NOC) for the purpose of Bill Clearance by Finance Department.
- d) Against non-deposit of Entry Permits/ Gate Access Cards after expiry of the Contract by the Contractor, penalty @ Rs.300.00 (Rupees Three Hundred Only) per each Entry Permit/ Gate Access Card shall be recovered from the Bill of the contractor by Finance Department.
- e) No Final Bill of the contractor shall be released by Finance Department unless No Objection Certificate (NOC) is obtained by the contractor from Security Department against issue/deposit of Entry Permits/ Gate Access Cards.

11.0 **Subletting:** The work shall not be sublet in any manner or degree.

12.0 **Dispute Settlement:** Any dispute or difference arising out of this contract shall be mutually settled and the decision of Managing Director, OPGC or his authorized representative shall be final & binding.

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



“Deployment of 01 (one) No. of hired Dozer (Model BD-80 or bigger size) in Stockpile area at CHP, ITPS”

Scope of Work: Deploy one Dozer (Model of BD – 80 or bigger size) at CHP of OPGC – ITPS for compaction of coal stock pile area for 250 hours.

- i. The agency shall arrange, transport to site one dozer in healthy operating condition for compaction of coal at stock pile area & take it back after completion of job.
- ii. Operate the Dozer at coal stock pile area for a total period of 60 days.
- iii. Supply of fuel, lubricants, spares etc. Shall be in the scope of the contractor
- iv. Supply of operator, helper shall be in the scope of the agency.
- v. Maintenance of the dozer shall be in the scope of the agency
- vi. The job shall be completed as per OPGC safety rules.
- vii. The agency shall ensure that all requisite PPEs are used by the engaged persons during execution of job.
- viii. The agency shall deploy experienced operator for the job having relevant & valid license.
- ix. Necessary supervision by the agency shall be arranged by the contractor.
- x. The agency shall indemnify OPGC against any eventuality by submission of indemnity bond valid through the contract period.
- xi. All statutory obligations shall be complied by the agency.

“Deployment of 01 (one) No. of hired Dozer (Model BD-80 or bigger size) in Stockpile area at CHP, ITPS”

1. Special Conditions of Contract:

- i. The hired dozer is not envisaged for operation on Sundays & holidays, however can be done so in case of emergency with prior intimation.
- ii. The hired charges for normal operation hours & over time hours shall be same.
- iii. The agency shall not be liable for payment of de-marching cost in the event of failure to complete the WO quantity.
- iv. Minimum guaranteed hours of operation day is 8 hours excluding lunch hours (1.00 PM to 2.30 PM). Operation hours shall be 9.00 AM to 1.00 PM & 2.30 PM to 6.30 PM.
- v. Reimbursement of fuel cost at design fuel rate of the equipment (Present Cost of fuel shall be taken) for actual run hours.
- vi. The agency shall take due care during execution of the job not to damage the property of OPGC e.g. black topped road, fire fighting lines etc. Cost of damages so caused by the agency shall be recovered at penal rates.
- vii. There shall be no change in fuel cost per running hour with fluctuation of diesel price.

2. Measurement of Quantity

- i. The running hours of operation of the Dozer shall be measured on the basis of hour-meter fitted on the equipment else by watch by the EIC or his representative. The measurement so taken shall be certified on daily basis.

3. Liquidated damages

- i. The agency shall promptly deploy the equipment at OPGC site within 7 days from LOI / WO. For delayed deployment liquidated damages shall be levied @2% per week of the basic value of the contract with a max. Of 10%.

4. Payment terms

- i. Payment for marching cost of the equipment within 7 days from actual deployment of the equipment.
- ii. 100% cost towards hire charges, cost of fuel & de-marching cost with 100% taxes & duties, within 15 days from completion of the job & on submission of duly certified bill from EIC.

5. Contract Period: The job shall be executed within 80 days from the WO / LOI date.

6. Award Criteria: OPGC will award the contract to the successful bidder whose bid has been determined to be substantially responsive and to be economically advantageous, which will be established by Lowest Price basis (L1) amongst the qualified bidders.

7) Negotiation & Award: The successful bidder will be invited by OPGC for further negotiations. Negotiations will be held only at ITPS, Banaharpali. On finalization of negotiation, to the mutual satisfaction of both the parties, OPGC shall award the Work order to the selected bidder.

THE VENDOR SHALL SIGN ON EACH PAGE OF THE SPECIAL CONDITIONS AND RETURN THE DOCUMENT ALONG WITH THE OFFER AS A TOKEN OF ACCEPTANCE TO ALL TERMS AND CONDITIONS WRITTEN HEREIN.



BLANK PRICE BID

“Deployment of 01 (one) No. of hired Dozer (Model BD-80 or bigger size) in Stockpile area at CHP, ITPS.”

Sl. No.	Item Description	UOM	Quantity	Unit Rate (Rs.)	Total Cost (Rs.)
1	Dozer Make & Model				
2	Cost towards Transportation of the equipment to OPGC Site (Marching cost), exclusive of application taxes	LS	1		
3	Daily hire charges of the equipment as per scope mentioned above, excluding fuel cost & exclusive of application taxes	Working days	60		
4	Fuel cost per running hr at present cost of diesel	Running hour	416		
5	Cost towards transportation of equipment back (De-marching cost), exclusive of applicable taxes.	LS	1		