



ODISHA POWER GENERATION CORPORATION LTD.
(A Government Company of the State of Odisha)
CIN: U40104OR1984SGC001429

Zone – A, 7th Floor, Fortune Towers, Bhubaneswar-751023, Odisha.
Ph.: 0674 – 2303765 – 66, Fax: 0674-2303755
www.opgc.co.in

TENDER CALL NOTICE NO: 01/2021-22

**TENDER SPECIFICATION
FOR**

**(PROVIDING COMMERCIAL PETROL/ DIESEL AC VEHICLES ON HIRE BASIS AT
CORPORATE OFFICE, OPGC LTD., BHUBANESWAR)**

Name of the Bidder:-

Corresponding Address with Contact Telephone No.

.....
.....
.....

COST OF TENDER PAPER: Rs. 3,000+Rs. 540/ (18% GST) =Rs. 3,540



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TENDER FORM

To

The Addl. General Manager (HR & Admn.),
Odisha Power Generation Corporation Ltd.,
Bhubaneswar - 751023.

Ref: **TENDER CALL NOTICE NO:01/2021-22**

Sir,

I/ We have gone through the tender documents together with General Term and Conditions therein.

1. I/We hereby offer to provide commercial petrol/diesel AC vehicles on hire basis to OPGC Ltd. Corporate Office as per the terms and conditions of the documents and at the offered rates as per the price bid attached herewith in separate cover and made Part of this bid.
2. I/We certify that, I/we have submitted the bid(s) along with DD/ banker's cheque towards the cost of the tender document and EMD respectively. The details of cost of tender paper & EMD are as under:

a) The particular of payment towards cost of tender paper is:

Demand Draft / Banker's Cheque No. _____

dt. _____ drawn on _____ Bank.

b) The particular of payment towards EMD is:

Demand Draft / Banker's cheque No. _____

dt. _____ drawn on _____ Bank.

Date:

Place:

SIGNATURE OF THE BIDDER WITH SEAL



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0674-2303765-66, Fax : 0674 -2303755, Web : www.opgc.co.in CIN : U40104OR1984SGC001429

Tender Call Notice NO: 01/2021-22

Sealed tenders are invited in two parts i.e. (I) Techno-commercial bid (ii) Price-bid for providing different categories of commercial petrol/ diesel AC vehicles on monthly basis, as and when required basis for official use at Corporate Office, **Odisha Power Generation Corporation Ltd. (OPGC Ltd.)**, Bhubaneswar for a period of 02 (two) years from individual vehicle owners/travel agencies/ firms having **PAN & GSTIN.**

SL. No.	Description of type of services and vehicles	Cost of tender paper in Rs.	EMD in Rs.	Date of sale of tender documents	Last date & time of submission of tender documents	Date & time of opening of tender
1	2	3	4	5	6	7
1.	Providing hired commercial petrol/ diesel AC vehicles to Corporate Office, OPGC Ltd, Bhubaneswar	3000 + 540 (GST) =3,540	5000 per vehicle	07.08.2021 up to 19.08.2021	23.08.2021 up to 03:30 P.M	23.08.2021 At 04:00 P.M

For details of the tender document, terms & conditions please refer our website www.opgc.co.in from 07.08.2021.

N.B : All subsequent addendum/ corrigendum/ extension regarding this tender shall be hosted in our website: www.opgc.co.in only

Date: 07.08.2021

A.G.M. (HR & Admin.)

DETAILS OF TENDER NOTICE

1. The tender document can be down loaded from OPGC Ltd.'s official web site www.opgc.co.in and the same may be submitted along with the cost of tender specification by way of demand draft/Banker's Cheque drawn from any Nationalized Bank/Scheduled Bank in favor of **'Odisha Power Generation Corporation Limited'** payable at Bhubaneswar at the time of submission of tender document. In case, any deviation is found in the tender document submitted by the bidder from the content mentioned in our web site and /or non-submission of the cost of tender documents, the tender shall liable to be rejected at any stage of the tendering.
2. Complete bids will be received up to 3.30 P.M. of 23.08.2021 and the techno-commercial bids will be opened at 4.00 P.M on the same day at the office of AGM (HR & Admn.), Corporate Office, OPGC Ltd. Date and time of opening of price bids shall be intimated to the techno-commercially qualified bidders only. In the event of any specified date for the submission or opening of bids being declared a holiday for OPGC Ltd., bids will be received / opened up to the appointed times on the next working day. Only one representative of each bidder will be allowed to participate in the tender opening with proper authorization from the bidder and Identity proof of representative.
3. OPGC Ltd. also reserves the right to accept or reject any or all tenders without assigning any reasons thereof.
4. OPGC Ltd. also reserves the right to amend or withdraw any of the terms & condition contained in the tender document without issuing any notice or assigning any reason except hosting the same in the official website.
5. Telegraphic bids and bids by Fax or Email will not be accepted.
6. The entire requirement of vehicles to be hired can be awarded to one or more successful bidders.
7. OPGC Ltd. may maintain a panel of two to three travel Agencies/Firms on the basis of the lowest finalized rates for distributing the work of hiring of vehicles.
8. The techno-commercial bid of the tenders must be accompanied with the current telephone bill /electric bill for proof of address of the bidder.
9. Conditional bids shall be rejected.
10. Any bid received after the deadline for submission of bids prescribed by OPGC Ltd. will not be entertained.

INSTRUCTIONS TO BIDDERS

1. **BID DOCUMENTS**

The bidders are requested to go through the detail of tender specification and fully acquaint themselves to all the conditions and matters before quoting. Should a bidder find any discrepancies or omissions from the specification or other documents, or be in doubt as to their meaning, he should at once intimate the authority and obtain clarification in writing. This, however, does not entitle the bidder to ask for time beyond the due date fixed for receipt of tenders.

2. **ELIGIBILITY CRITERIA**

- 2.1) The Bidder should be either an individual owner/ Travel agency / firms.
- 2.2) **The Bidder should own or have on lease minimum of 02 nos. of vehicles** not older than 03 (Three) years registered for use as commercial vehicles on the date of opening of tender. The proof of ownership or lease holding should be produced along with the qualifying documents.
- 2.3) The bidder must have office/residential address in Bhubaneswar with round the clock telephone arrangement.
- 2.4) The bidder should have valid Income Tax PAN Number and valid GSTIN.
- 2.5) **The bidder must have not been debarred, disqualified or black listed by any Govt. institutions / PSU Corporate House during last three years till the date of opening of the tender.**

3. **MODE OF SUBMISSION OF TENDER**

- 3.1) The bidders are required to submit the tender in two parts i.e. Part- I (Techno Commercial Bid) including duly filled in Tender Form & Part-11 (Price Bid).
- 3.2) The Techno-commercial bid and price bid should be sealed in two separate envelope. The envelope containing the techno-commercial bid as per Appendix- I shall be super scribed as **“TECHNO-COMMERCIAL BID FOR PROVIDING HIRED COMMERCIAL PETROL/ DIESEL AC VEHICLES TO CORPORATE OFFICE, OPGC LTD”**. The envelope containing the price bid as per relevant Annexures should be superscribed as **“PRICE BID FOR PROVIDING HIRED COMMERCIAL PETROL/ DIESEL AC VEHICLES TO CORPORATE OFFICE, OPGC LTD”**. Then both the envelopes should be sealed in a single envelope and superscribed only with **“TENDER CALL NOTICE NO. 01/2021-22, for PROVIDING HIRED COMMERCIAL PETROL/ DIESEL AC VEHICLES TO CORPORATE OFFICE, OPGC LTD and addressed to AGM (HR & Admn.), Corporate Office, OPGC Ltd, Zone-A, 7th floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023.**

- 3.3) Tender document in two parts should be submitted by **Speed Post/Registered Post/In person in the O/o AGM (HR & Admn.), OPGC Ltd., Bhubaneswar** on or before the schedule date of submission.
- 3.4) OPGC Ltd shall not be responsible for any postal delay at any stage. Telegraphic bids and bids by Fax or Email will not be accepted. The tenders received after due date and time will be rejected.

4. DOCUMENTS TO BE SUBMITTED

- i. The Bidder shall submit the proof of ownership in case of own vehicle by way of furnishing the photo copy of RC Book(s). In case of leased vehicle, the bidder shall submit a power of attorney /affidavits by the owner of the vehicle on stamp paper from Notary, authorizing the bidder to use the vehicle for hiring purpose.
- ii. Copy of Income Tax PAN Card (in the name of Individual Owner/ Travel agency / firm or in the name of proprietor).
- iii. Copy of GST Registration Certificate (in the name of the Individual Owner / Travel agency /firm).
- iv. Travel agency /firm registration certificate.
- v. Tender documents duly signed in each page by the bidder as a token of acceptance of all the terms and conditions.
- vi. Latest telephone/electricity bill for proof of address.
- vii. Filled up forms mentioned in **(Appendix-I)**.
- viii. An affidavit about authentication of documents submitted along with the Tender.
- ix. An affidavit declaring that the bidder has not been debarred, disqualified or black listed by any Govt. /PSU client shall be submitted along with the bid **as per the format enclosed (Appendix-II)**.
- x. Certificate as per prescribed Format **(Appendix-III)** of non-participation of near relatives of the OPGC Ltd. employee in the Tender.

OPGC Ltd. reserves the right to out rightly reject the tender, if any of the above documents is not submitted by the bidder in their techno-commercial offer.

5. EMD

- i) **Bidders are required to deposit interest free EMD (refundable) amounting to Rs. 5000/- (Rupees five Thousand) per vehicle quoted by them only in shape of Demand Draft/Banker's Cheque drawn in favour of 'Odisha Power Generation Corporation Limited' payable at Bhubaneswar from any Nationalized bank / Scheduled Bank along with tender (Techno-Commercial Bid).**

ii) Offers without EMD will be out rightly rejected. The EMD will be released to the unsuccessful bidders after issuance & acceptance of the Work order by the successful bidder. The EMD of the successful bidder may be returned after signing of the agreement. If the successful bidder fails to enter into agreement with OPGC & fails to supply vehicles as per terms and of the contract the EMD will be forfeited.

iii) **Benefits of MSME registration**

The benefits of registration under MSME shall be allowed as per the notification No. 21926 dated. 12.08.2015 (Local MSMEs) and No. 13681 dated 19.04.2018 (Local Startups) of the Finance Dept., Govt, of Odisha as amended from time to time.

6. **VALIDITY**

The tender should be valid for a period of **120 days** from the date of opening of tender, or else tender will be rejected.

7. **SUBMISSION OF OFFER**

The bidder has to bid only in the price bid format as per the enclosed proforma at **Annexures**. Quoting in any other manner will not be entertained.

8. **Purchaser's Right Regarding Allotment of Vehicles.**

OPGC Ltd. reserves the right to maintain a panel of one or more Travel Agencies/Firms on the basis of the finalized rates for distributing the work of hiring of vehicles. The distribution of vehicles on hire basis will be done at the sole discretion of OPGC Ltd.

GENERAL TERMS AND CONDITIONS

1. DEFINITION OF TERM

- 1.1 The “**Company**” shall mean ODISHA POWER GENERATION CORPORATION LTD and having its registered office at Zone-A, 7th Floor, Fortune Towers, Chandrasekhar, Bhubaneswar-751023.
- 1.2 The “**Successful Bidder**” shall mean the “Individual Owner/Travel agency/firm”, who has participated in the Tender and agreed to provide and operate the vehicles to the Company on monthly/daily/KM/as & when required hire charges basis commercial vehicles only.
- 1.3 The “**Officer -in-charge/Consignee**” shall mean the person designated as such by the company and shall include those who are expressly authorized by the Company to act for and on its behalf.

2. SCOPE OF WORK :

- 2.1 The bidder has to provide, maintain and operate light commercial petrol /diesel AC vehicles with drivers as per the requirement tentative as mentioned below:
- a) **On Monthly Basis**
1. **Ciaz/Honda City AC (petrol) or equivalent**
 2. **Zest/ Tigor/ Swift Dezire/ Xcent/ Etios (petrol) AC or equivalent**
- b) **As and When required (Day /Km Basis)**
1. **Innova (7+1 seated) / Hexa/ XUV500 AC or equivalent**
 2. **Ciaz /Hunda City/Zest/Tigor/Swift Dezire/ Xcent/Etios AC or equivalent**

Note:-

The vehicle shall be in good running condition so as to provide safe and trouble free journey and to avoid any breakdown enroute and shall not be more than 03 (**three**) years old on the date of opening of the tender.

3. PAYMENT OF FUEL COST (POL)

Fuel consumption for hired vehicles on monthly basis and day basis shall be as follows:

- | | | |
|--|---|---------------------|
| i) AC Ciaz/ Honda City (petrol) AC or equivalent | - | 12 Kms/liter |
| ii) Innova / Hexa / XUV 500 AC or equivalent | - | 9 Kms/liter |
| iii) Zest/Tigor/ Swift Dezire/ Xcent/ Etios (petrol)
AC or equivalent | - | 17 Kms/liter |

Fuel and Mobil Oil required for running of vehicle shall be arranged by the Travel agency/firm at his own cost.

However, OPGC Ltd. shall reimburse the fuel consumption for the running kilometers of the vehicle as mentioned above for hiring vehicles on monthly basis. In addition to this, cost of one Liter mobil for every **500 Km. run** of the vehicle will be reimbursed to the successful bidder.

For hiring of vehicle on per day basis only fuel consumption for the running KM as mentioned above shall be reimbursed.

For Hiring of vehicles on KM basis (journey beyond 200 KM per day) no fuel /Mobil cost will be paid extra.

For other items like lubricants i.e. brake oil, gear oil, Steering oil etc. including major/minor repair and maintenance shall be done by the successful bidder at his own cost, for which no extra payment shall be made by OPGC Ltd.

4. OUTSIDE DUTIES

The vehicle shall be deployed mainly in the Bhubaneswar Jurisdiction. However, 100 K.M. radius from BBSR shall be treated as local. In case of requirement the vehicle may also be deployed outside Bhubaneswar. Driver salary and his lodging / boarding expenses during the tour outside the Head Quarters and while stationed at Head Quarters are to be borne by the agency. However, for out station tour involving night halt an amount of Rs. 250.00 towards driver's lodging and boarding charges for each night halt will be paid by OPGC as detailed below.

Lodging	-	Rs. 150.00
Fooding	-	<u>Rs.100.00</u>
Total charges per night halt -		Rs.250.00

5. PAYMENT

(i) FOR HIRING VEHICLE ON MONTHLY BASIS

Apart from monthly charges and hourly charges beyond 12 hours (Not for outside duties), OPGC Ltd. shall reimburse the cost of fuel and mobil to the agency, subject to conditions mentioned at clause (3) above. The vehicle shall be deployed mainly in the Bhubaneswar jurisdiction. However as per requirement the vehicle may also be deployed outside Bhubaneswar as per the condition mentioned at clause (4) above. In such case, a lump sum amount of Rs. 350.00. per day against the hourly charges beyond 12 hours shall be paid towards detention charges and no other charges shall be paid extra to the Travel agency/firm.

(ii) FOR HIRING OF THE VEHICLE ON PER DAY BASIS

For hiring of vehicle for per day basis, the hire charges will be billed on per day basis. Apart from daily charges OPGC Ltd. shall reimburse the cost of fuel to the agency/firm, subject to conditions mentioned at clause (3.0) above. The vehicle shall be deployed mainly in the Bhubaneswar jurisdiction. However as per requirement the vehicle may also be deployed outside Bhubaneswar as per the condition mentioned at clause (4) above. In addition to the above hourly detention charges beyond 12 hours shall also be paid by OPGC Ltd.

(iii) FOR HIRING OF THE VEHICLE ON KM BASIS (JOURNEY BEYOND 200 KM PER DAY)

For hiring of the vehicle on Km basis '**as and when required**' (**Journey Beyond 200 Km Per Day**) For calculation of detention charges, one hour will be deducted for every 50 Km run from the total hours covered. For distance beyond Bhubaneswar Municipal Limit, detention charges shall be rounded off to nearest 15 minutes and the break down period will not be counted. Vehicle hired for long distance journey i.e. outside Bhubaneswar. 100 K.M. radius from BBSR shall be paid as per Km Basis along with the condition mentioned at clause (4). The detention charges shall be paid up to 10:00 PM separately. Detention charges of Rs. 350.00 shall be paid to the agency/ firm for

detention beyond 10:00 PM up to 06:00 AM of next day.

6. PRICE:

The price quoted shall be FIRM i.e. towards monthly hire charges of each category of light vehicle for monthly/day basis, per Km charges for Km basis and detention charges. The rate quoted shall be exclusive of fuel and lubricant but inclusive of operation charges, maintenance charges, driver charges, repair charges tools and plants etc. The monthly cost of fuel and lubricant for only monthly hired vehicles shall be paid extra as per actual kilometer run over the monthly hire charges as per clause (3.0) above. The bidders should quote the price in our prescribed price bid format only. Other mode of quotation will not be accepted.

The rate quoted shall be exclusive of GST, however inclusive of all other Taxes and duties.

The rate should be quoted strictly as per Annexure-I & II of PART-II.

7. SECURITY DEPOSIT

The successful bidder is required to furnish security deposit @5% of the ordered value. It may be deposited either in the form of Bank Guarantee in the prescribed format to be provided by OPGC Ltd. or in shape of **Demand Draft or Banker's Cheque** in favour of OPGC Ltd.. The security deposit shall be released on satisfactory execution of contract and after adjustment of any dues. No interest shall be paid on security deposit.

8. EXECUTION OF AGREEMENT

The successful bidder will be required to execute an agreement in a non-judicial stamp paper worth as applicable as per Odisha Stamp Duty Act for the contract with the **officer-in-charge/consignee** of OPGC Ltd. After award of the work and before agreement, the successful bidder has to submit the following documents of vehicles and drivers to be engaged.

- a) . Self Attested copy of RC Book.
- b). Self Attested copy of 1st party insurance/Comprehensive Insurance Policy.
- c). Self Attested copies of valid Driving License of the driver.
- d) Valid fitness certificate for commercial use and with copy of all Odisha Road Permit.
- e) Proof of up to date Road Tax payment.
- f) The firm/agency should indemnify OPGC Ltd. against any losses, damage to OPGC Ltd. properties and employees or claims arising thereof by producing an indemnity bond in a non-judicial stamp paper amounting Rs.100/- (Rupees One hundred only).After scrutinizing all relevant documents agreement will be executed to supply the vehicles with drivers .In case the agency wants to change the vehicle/driver .it is to be approved by the Officer-in-Charge and only after scrutinization and with written permission only, the vehicle/driver may be changed.

9. PERIOD OF CONTRACT

The period of contract is initially for a period of 02(two) years from the date of agreement. On successful completion of the contract, if OPGC Ltd. desires, the contract period can be extended for a further period under existing terms and conditions subject to satisfactory performance and on mutual consent of the parties.

- 9.1 The company reserves the right to terminate the contract without assigning any reason thereof, at any time during the Pendency of the contract by giving **30(Thirty) days' notice** of its intention to do so. In the event of any such termination of the contract, the Travel Agent/ Firm shall only be entitled for the amount for services actually provided under the contract till the termination of contract, subject to deductions, if any, under the terms of contract. No other claims can be allowed or considered.
- 9.2 In case of persistent breach of the contract or unsatisfactory services by the agency/ firm, OPGC Ltd. reserves the right to terminate the contract along with forfeiture of security deposit and may also blacklist the agency/ firm.

10. **SUPPLY OF VEHICLES/LIABILITIES :**

- (i) For vehicles provided on monthly/day basis, the vehicles are required to be in service/operation for a minimum of **12 hours, daily** including Sundays and Holidays (K.M. unlimited) if required and shall operate as per time schedule and instruction of Officer-in-Charge or his authorized representatives / users. However, for Monthly Basis used vehicles, two days will be allowed in a month on Sunday/Public Holiday for normal maintenance of the vehicle. In case of working day, the same shall be allowed on provision of substitute vehicles with prior intimation to the User/Officer-In-Charge of vehicles.
- (ii) The engaged vehicles are required to be kept in good running condition for the whole contract period and shall operate as per time schedule and as per the instruction of officer to whom the vehicle is attached or his authorized officers. The vehicle should be kept with sufficient stock of fuel to run any where within the territory of Bhubaneswar. A sticker marked as "ON OPGC DUTY" is to be pasted on a suitable place /number plate for all supplied vehicles on monthly basis.
- (iii) Once the hiring of a Vehicle Commence, from the successful bidder, the Vehicle and the Driver should not be changed during contract unless requested and approved by OPGC Ltd.
- (iv) All valid documents of the vehicle like R.C. Books, 1st Party Insurance Certificate, Road Permits, Fitness Certificate, Gate pass etc. are to be kept in up dated condition and should be available with the concerned driver of the vehicle. Any fine/compensation levied/imposed by statutory authority due to want of any document will be borne by the successful bidder.
- (v) Spare parts, repair, maintenance, operation, driver charges of the vehicle will be borne by the agency at his own cost.
- (vi) If any of the engaged vehicle is sent to garage for repair / fuel tank for refueling, the agency can not claim any amount involved for these empty trips as well as the time for the purpose.
- (vii) In case of break down, maintenance / repair or any other cause for which the engaged vehicle could not be engaged, a suitable substitute vehicle of required status has to be supplied by the agency at no extra cost.
- (viii) All employees engaged by the successful bidder shall be on his payroll and make regular and full payment of all wages and allowance to its employees.
- (ix) The successful bidder should maintain proper records of his employee's

- attendance and payment made to them and such records should be made available to the OPGC Ltd. for scrutiny as and when required. The successful bidder shall be responsible for all sorts of statutory payment to the staff employed by him.
- (x) The successful bidder shall provide Name and Address of the Driver/Police verification report along with their driving license number and copies thereof while submitting the acceptance of work order.
 - (xi) The driver of the vehicle should be of good health, good conduct, reliable, sober in nature and free from bad habit of any type of intoxication. He must possess valid professional driving license as per Motor Vehicle Act and should have the aptitude for safe and steady drive. He must possess all the relevant papers of the vehicle in original ready for producing the same before the law enforcing authority as and when required. Inability to produce relevant records, documents at the time of need will be treated as disqualification and it may lead to termination of contract. Any losses sustained by OPGC Ltd. on this account shall be borne by the successful bidder. Decision of the Officer-In-Charge on this regard is final and finding. The Driver of the hired vehicle must carry a Mobile Phone and in working condition for which no separate payment shall be made by OPGC Ltd.
 - (xii) In case of non-fulfillment of any obligations under the contract. VP(HR) OPGC Ltd., reserves the rights to withhold payments due to the travel agency/firm or invoke clause No. 9.1 & 9.2 leading to termination of contract/forfeiture of Security Deposit/blacklist of agency/firm till compliance of the same.
 - (xiii) OPGC Ltd. will in no way be held responsible for any damage / breakage / theft caused to the hired vehicle and driver on any account during the course of its hire. OPGC Ltd. shall not be responsible for any challan, loss damage due to any accident of the vehicle or to any other vehicles or for the injury to the driver or to any third party. The loss or damage or legal expenses on this account shall be borne by the bidder.
 - (xiv) The successful bidder shall provide first-aid box with all recommended medicines, one 3-cell torch, 2 umbrellas, one set of required spanner, other T&P items with the vehicle and shall maintain the same regularly.
 - (xv) The successful bidder must have the facility in his office with round the clock telephone communication, so that he can be contacted at any time.
 - (xvi) In case of absence / leave of any Officer to whom the vehicle is attached (User) the driver with concerned vehicle should report during such period to the Officer-In-Charge/Consignee of OPGC Ltd.
 - (xvii) In case the speedometer of the vehicles does not function for a specific period, the distance covered by the vehicle for any purpose shall be assessed by the authorized officer of OPGC Ltd. to whom the vehicle is attached, whose decision shall be final and binding.
 - (xviii) The successful bidder shall arrange to repair / replace the speedometer within 24 hour of such failure.
 - (xix) It is the responsibility of the successful bidder to obtain all statutory requirements of Govt, of India / Govt, of Odisha for operation of the hired vehicles during the entire course of contract and produce the same as and when required by this department or any other department of Govt, of Odisha.

11. PENALTY :

(i) For vehicles to be provided on monthly basis.

- a) In case of break down, maintenance / repair or any other cause for which the vehicle could not be engaged, a suitable substitute vehicle has to be supplied by the contractor at no extra cost, failing which penalty for an amount of **Rs.500/-** only in addition to the proportional deduction of hiring charges for that day, for each day / vehicle or part thereof shall be imposed on the agency. The penalty amount will be deducted from the monthly hire charges bill of the defaulting vehicle / or any other vehicle of the agent or any other payment due to the agency.
- b) The contract is liable for rejection if the penalty in accordance with 11.(i),(a) above is imposed on the agency for 4(Four) continuous days.
- c) The penalty amount recoverable from the agency shall be made from any payment due to him before release of payment on receipt of written intimation from any of the officer to whom the vehicle is attached regarding non provision of vehicle on any day.

(ii) For vehicles to be provided on as and when required basis

If the successful bidder fails to provide the vehicle as enumerated in the agreement /order the Corporation reserves the right to get the vehicle through other agencies at the risk and cost of the successful bidder. For delay in providing the vehicle in due time a penalty of Rs. **50/-** for the delay of every **30(Thirty)** minutes or part thereof shall be levied. The cost of such default by successful bidder shall be realized from the Travel agency from any other payment due to the agency.

(iii) Non-supply of Sufficient Fuel

An amount of Rs. 50/- for delay of every One Hour or part thereof shall be levied on account of detention of vehicle due to shortage of fuel under clause No. 12.2.

12. USE OF VEHICLE

During the period of contract and as per the time schedule the vehicle shall be exclusively used for OPGC Ltd., as per directions of Officer-in-charge / Officer to whom the vehicle is attached (User) and shall not be deployed for other works.

The agency should be prepared to send the vehicle to any place within the State of Odisha as directed by the user/Officer-in-charge or his representatives.

12.1 During the contract period, if any of the vehicles is seized or requisitioned by Govt. authorities for non-compliance of relevant act / statutory requirement etc. or for any reason the agency have to provide alternative vehicle without any loss of time. Otherwise penalty as per clause No. 11 (i.e. penalty) will be applicable.

12.2 The successful bidder must have filled up sufficient fuel in the vehicle so that there should not be any hindrance or stoppage of vehicle due to insufficient fuel while performing duties. Any advance information by the driver with regard to shortage of fuel will be viewed seriously and OPGC Ltd. reserves the right to impose penalty as envisaged under clause 11.3 and also to terminate the Contract without assigning any notice in case of persistent failure on part of the successful bidder in providing sufficient fuel in the vehicles.

13. MAINTENANCE OF LOG BOOK

Log book as per the OPGC Ltd. format should be maintained daily by the driver to record detail use of vehicles, which is to be signed every month by the officer daily who is utilizing the vehicle(user) and submitted along with the bill. The original log book (s) for the contract period will be property of OPGC Ltd. The successful bidder may keep the duplicate copy. Duty slip shall have to be produced to the Officer-In-Charge or his authorized representative regularly for observation and checking etc.

Calculation of Km Run shall be from reporting point/receiving point to the dropping point.

14. PAYMENT OF BILLS

100% payment towards hire charges of engaged vehicles along with the cost of fuel and lubricants for vehicles engaged in monthly basis and 100% of charges for KM run/day basis vehicles will be made subject to submission of bill in duplicate for the total nos. of vehicles engaged by the contractor against the order for which the payment has been due in the first week of the succeeding month. The bill must be accompanied with the original log book duly entered and signed by the officer utilizing the vehicle and driver. The bill will be submitted to the consignee/Officer-In-Charge duly certified by the officer by whom the vehicle has been utilized (User). No separate / part bill for individual vehicle of the same order will be entertained.

In case of late submission of the bill, the reason / justification of late submission of the bill is to be justified by the contractor or else subsequent due payment of the contractor will not be released.

- i. Parking/Toll charges will be reimbursed as per documentary evidence.
- ii. Income Tax or any other Tax/penalty if so applicable will be deducted from the bill as per rule.
- iii. In case of Public Strike/Bandh, OPGC Ltd. shall not be liable to make any payment towards retention charges for the period of absence nor will be liable for any other claim.

15. PROTECTION OF WORKMEN

The successful bidder should be liable to fully indemnify to OPGC Ltd. for payment of compensation under Workmen Compensation Act. VII of 1923 on account of the workmen employed by the travel agencies for the said contract and full amount of compensation paid will be recovered from the successful bidder if such situations will arise.

The successful bidder shall have to comply to all the related Labour Act as applicable to their employees and also the fair wages clause as introduced by the Govt. time to time. OPGC Ltd. is no way responsible to this effect.

The successful bidder shall be solely and exclusively responsible for engaging of its employees for this work.

16. STATUTORY LAWS

- a. The agency will comply all statutory provisions of law and keep OPGC Ltd. informed any amendment of law time to time.

b. The vehicle should be registered under public category with insurance coverage. The vehicle should have all valid documents like R.C. Books, Insurance Certificate, Permits etc. & in up-date condition for inspection by OPGC Ltd. / authorized representative.

17. TAXES/INSURANCE/PERMITS:

All applicable taxes & Income Tax shall be deducted from the bill of the agency at sources. All up -to-date taxes and insurance in force along with compensation payable arising out of any accident including any payment to the third party during the contractual period in respect of the vehicles shall have to be borne by the agency.

18. NIGHT PARKING

Night Parking shall be arranged by the agency. However, parking place should be conveniently located and the driver should be available at any time whenever required.

19. SAFTEY/SECURITY

The safety/security of the vehicle at any time of the day/night during the period of hiring shall be responsibility of the agency.

20. PAYING OFFICER: Dy. Manager (Finance), Corporate Office, OPGC Ltd. Bhubaneswar is the paying officer.

21. OFFICER-IN-CHARGE/CONSIGNEE: AGM (HR & Admn.), Corporate Office, OPGC Ltd. Bhubaneswar.

22. ARBITRATION

In the event of any dispute, arising out of this contract the same shall be referred for arbitration to the VP(HR), OPGC Ltd. Bhubaneswar or any arbitrator appointed by him after due notice and such appointment and the award of the arbitrator shall be final and binding. The venue of arbitration will be Bhubaneswar.

23. JURISDICTION OF COURT: Suits if any arising out of this contract shall be filed by either party in a Court of Law within the jurisdiction of Hon'ble High Court of Odisha extends. It shall be expressly agreed that neither party shall be competent to bring suit in this regard at any place outside the State of Odisha.

ADDL. GENERAL MANAGER (HR & ADMIN)
Corporate Office, OPGC Ltd

**(Techno-commercial bid)
PROVIDING HIRED COMMERCIAL PETROL/ DIESEL AC
VEHICLES TO CORPORATE OFFICE, OPGC LTD, BHUBANESWAR
TENDER CALL NOTICE NO-01/2021-22**

Mark where necessary (YES/NO)

SI No.	Criteria	Documents to be submitted	Yes	No	Remarks
1.	The Bidder shall be either Travel agency/firm/ individual owner. Proof of having vehicles less than 3 (three) years old on the date of opening of the tender either in own name or on lease.	Photo copy of RC book. Power of Attorney/affidavit on stamp paper from Notary if applicable			
2.	The bidder must have office/residential address in Bhubaneswar with round the clock telephone arrangement.	Current telephone/electricity bill for proof of address and Phone No. for Communication.			
3.	The bidder should have valid Income Tax PAN Number.	Copy of Income Tax PAN Card of the bidder.			
4.	GST IN of the bidder	Copy of GST Registration Certificate (in the name of the bidder)			
5	The bidder must have not been debarred, disqualified or black listed by any Govt./Govt. institutions / PSU during last three years till the date of opening of the tender.	An affidavit declaring that bidder has not been debarred, disqualified or black listed by any Govt. /PSU client as per the format (Appendix-II).			
6.	An undertaking about authentication of documents submitted along with the tender.	An undertaking about authentication of documents.			
7.	Tender documents duly signed in each page by the bidder as a token of acceptance of all the terms and conditions.	Tender documents duly signed in each page.			
8.	Certificate of non-participation of near relatives of the Employee of OPGC Ltd. in the Tender.	Certificate as per prescribed format (Appendix-III).			
9.	Cost of Tender paper.				
10.	EMD as per the tendered vehicle				

Signature of the Bidder

Complete Address

Full Name of the Bidder

Seal of the Establishment

Place:

Date:

SPECIMEN FORMAT

Affidavit declaring that bidder has not been debarred, disqualified or black listed by any

Govt. /PSU client

(To be executed on a Stamp paper of appropriate Value)

I/We S/O..... (mention all the names if there are two or more nos. of proprietors), proprietor(s) of M/s(The bidder) Bearing GSTIN located at(Complete Address of The bidder) hereby undertake that the bidder M/s..... have not blacklisted/debarred in the past by any Government/PSU/Private Institution from participating in any of the tender.

Also, I/We undertake that there is no vigilance/CBI/Police case pending against M/s or proprietor(s) of M/s.....

The facts stated above are true to the best of my/our knowledge. I/We also understand that if any of the information found false, my/our offer against Tender call Notice No.-01/2021-22 will be rejected and any action as deemed proper by Odisha Power Generation Corporation Ltd. may be taken against me/us.

WITNESS 1

Signature

Name.....

Signature(s) of the bidder(s) with Name(s)

WITNESS 2

Signature.....

Name.....

Certificate of non-participation of near relatives of the OPGC Ltd.
Employee in the Tender.

It is certified that to the best of my knowledge, none of my relatives is serving in Odisha Power Generation Corporation Ltd., in any capacity. In case the statement is found incorrect, I shall be liable to penal and legal action as warranted under rules.

Name Seal & Signature of Bidder



ODISHA POWER GENERATION CORPORATION LTD.
(A Government Company of the State of Odisha)
CIN: U40104OR1984SGC001429

Zone – A, 7th Floor, Fortune Towers, Bhubaneswar-751023, Odisha.
Ph.: 0674 – 2303765 – 66, Fax: 0674-2303755
www.opgc.co.in

PART-II

PRICE BID

1. PRICE SCHEDULE (ANNEXURE-I)	1
2. PRICE SCHEDULE (ANNEXURE-II)	2
3. PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT & PERFORMANCE	3-4

Annexure-I

PRICE SCHEDULE
PROVIDING HIRED COMMERCIAL PETROL / DIESEL AC
VEHICLES TO CORPORATE OFFICE, OPGC LTD.
BHUBANESWAR

TENDER CALL NOTICE NO -01 /2021-22

On monthly hire charges basis

Sl. No.	Description of vehicle	No of Vehicles to be provided	Hire Charges per month per vehicle in Rs.
01	Ciaz/ Honda City (petrol) AC or equivalent		
02	Zest/ Tigor/Swift Dezire/ Xcent/ Etios (petrol) AC or equivalent		

Note: - The prices indicated above are exclusive of GST which will be paid extra but inclusive of any other Taxes and Duties.

Date:

Place:

SIGNATURE OF THE BIDDER
WITH SEAL AND DATE

Annexure-II

PRICE SCHEDULE

**PROVIDING HIRED COMMERCIAL PETROL / DIESEL AC
VEHICLES TO CORPORATE OFFICE, OPGC LTD,
BHUBANESWAR
TENDER CALL NOTICE NO-01/2021-22**

Bid for as and when required basis

Sl. No	Description of vehicle	Rate per day in Rs.	Rate per KM in Rs.	Detention charges per hour in Rs
01	Innova / Hexa/ XUV 500 AC or Equivalent			
02	Zest/ Tigor/ Swift Dzire/ Xcent / Etios AC or Equivalent			

Note: - The prices indicated above are exclusive of GST which will be paid extra but inclusive of any other Taxes and Duties.

Date:

Place:

SIGNATURE OF THE BIDDER
WITH SEAL AND DATE

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT & PERFORMANCE

Ref.....

Bank Guarantee No.....

Date:

To
M/s Odisha Power Generation Corporation Ltd.
Zone-A, 7th Floor Fortune Towers,
Chandrasekharpur,
Bhubaneswar – 751023
District: Khordha, Odisha

IN CONSIDERATION OF MESSERS ODISHA POWER GENERATION CORPORATION LIMITED a Government Company of the State of Odisha registered under the Companies Act, 1956, having its registered office at Zone – A, 7th Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar – 751023 (hereinafter called “the Corporation”(which expression shall include its successors in business and assigns) having placed an order on/a company registered under the Companies Act, 1956, having its office athere in after called “contractor”(which expression shall include, its successors in business and assigns) vide Work Order No.....dated.....for (specify nature of job).....(hereinafter called “the Order” which expression shall include any amendments/alterations thereto the order issued by “the Corporation”)for for the Corporation and the corporation having agreed:

- i. Not to insist upon immediate payment of security deposit for Rs (Rupees.....) only (being 5% of the value of the work order as specified in the said order) for execution of work for the fulfilment and performance of the said order.
 - ii. That “the contractor” shall furnish a security for the performance of the contractor’s obligations and/or discharge of contractor’s liability in connection with the said order and the Corporation having agreed with contractor to accept a Bank Guarantee for the security deposit for Rs.....(Rupees.....) only,
1. We, _____ Bank having office at _____ (hereinafter referred to as “the Bank” which expression shall include its successors and assign) at the request and on behalf of “the contractor” hereby agree to pay to “the Corporation” without any demur on first demand an amount not exceeding Rs.....(Rupees.....only) against any loss or damage, cost, changes and expenses caused to or suffered by “the Corporation” by reason of non performance and fulfilment or for any breach on the part of “Contractor” of any of the terms and conditions of the said “Order”
 2. We, _____ Bank, further agree that “the Corporation” shall be sole judge whether the said “Contractor” has failed to perform or fulfil the said “order” and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by “the Corporation” on account thereof and we waive in favour of “the Corporation” all the rights and defence to which we as guarantors and/or contractor may be entitled to.
 3. We, _____ Bank, further agree that the amount demanded by “the Corporation “ as such shall be final and binding on “the Bank” as to “the Bank’s” liability to pay the amount demanded and “the Bank” undertake to pay “ the Corporation” the amount so demanded on first demand without any demur notwithstanding any dispute raised by “Contractor” or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee

being absolute and unconditional.

- 4. We, _____ Bank, further agree with “the Corporation” that “ the Corporation” shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said “order”/or to extend time of performance by “the Contactor” from time to time or to postpone for any time to time any of the powers exercisable by “the Corporation” against “Contractor” and to forbear to enforce any of the terms and conditions to “the order” and we shall not be relieved from our liability by reason of any forbearance, act or omission on the part of “the Corporation” or any indulgence by “the Corporation” to “Contractor” or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
- 5. However, it has been agreed between “the Contractor” and “the Corporation” that there shall be only one Bank Guarantee for the security deposit valid till the end of the defects liability period as per the terms of W.O.No. Dtd. _____
- 6. We, Bank, hereby lastly undertake not to revoke this guarantee during its currency except with the previous consent of “the Corporation” in writing.
- 7. Notwithstanding anything contained herein above:
 - i) Our liability under this guarantee shall not exceed Rs.....
 - ii) This Bank Guarantee shall be valid up to and including.....
 - iii) We the _____ Bank through our local branch office at.....(Name & Address of the Local Branch at Bhubaneswar) are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before dt..... from the date of expiry of this guarantee.
- 8. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of “the contractor” and the Bank, but shall in all respects and/or all purposes be binding and operative on “the Bank” until payment of all moneys payable by "the contractor" in terms thereof.

IN WITNESS whereof, the Bank.....through its authorised Officer, has set its hand and stamp on this.....day of.....at.....

For
 Bank
 Address.....
Signature

 Name.....
 (Designation)
 Power of Attorney No.

For
Bank
 Banker’s;Stamp and Full address.

Dated this..... day of2021.

