

# **BOKARO POWER SUPPLY CO. (P) LTD.**

**HALL NO:- M-01, OLD ADMINISTRATIVE BUILDING,  
ISPAT BHAVAN, BOKARO STEEL CITY – 827001**

**TENDER NOTICE NO.: BPSCL/CEO/P&C/14-15/C-011/NIT-439/3418  
dated 19/04/2014**



## ***TENDER DOCUMENT***

**NAME OF WORK: “Re-railing of Derailed wagons in BPSCL area.”**

**COST : Rs. 1000/-  
(Rupees One Thousand only)**

## **I N D E X**

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# Bokaro Power Supply Co. (P) Ltd.

(A Joint Venture of SAIL & DVC)

Hall No: - M-01, Old Administrative Building,

Ispat Bhavan, Bokaro Steel City – 827001

## NOTICE INVITING TENDER

NIT No. : BPSCL/CEO/P&C/14-15/C-011/NIT-439/3418

Date: 19/04/2014

For and on behalf of BOKARO POWER SUPPLY COMPANY (P) LTD, sealed tenders in four parts, **Part - A :** Cost of Tender document and documents in support of eligibility criteria, **Part-B :** Earnest Money Deposit, **Part- C :** Technical & Commercial Offer and **Part – D :** Price Bid. are invited, from reputed, experienced and financially sound firms for the following work at our Power Plant.

Description of Work	<b>“Re-railing of Derailed wagons in BPSCL area.”</b>
Estimated Amount (in Indian Rs.)	<b>Rs. 24,98,116/-</b> (Rupees Twenty Four Lakh Ninety Eight Thousand One Hundred Sixteen) only, excluding Service Tax
Earnest Money (in Indian Rs.)	<b>Rs. 49,900/-</b> (Rupees Forty Nine Thousand Nine Hundred) only
Cost of tender documents (Non-refundable) (in Indian Rs.)	<b>Rs. 1000/-</b> (Rupees One Thousand) Only
Period of contract	<b>01 (one) Year</b> from the date of commencement of work
Last date & time of submission of tender	<b>23/05/2014 at 15.00 Hrs. (IST)</b>
Bid opening Date & Time.	<b>23/05/2014 at 15:30 Hrs. (Part A, B &amp; C)</b>

### Qualifying Requirements / Eligibility Criteria :

1. The bidder must have experience of Re-railing the derailed railway wagons by using Re-railing hydraulic jacks/ equipments.
2. The bidder must submit self-attested copy (copies) of completed work order (s) of which the work(s) has (have) been completed within last seven (07) years ending last day of month previous to the one of issue of this NIT, as a proof of work done of Re-railing the derailed wagons (as a principal contractor & not as a sub-contractor) in any PSU/ Government Organization ‘or’ joint venture of PSU’s /government organization/ both ‘or’ company registered under companies Act 1956.  
The value of such work order (s) should not be less than
  - a) **Rs.14.99 Lakh** (excluding service tax) for single completed work order as principal contractor. Satisfactory work completion certificate is to be submitted.

**‘OR’**

  - b) **Rs 7.50 Lakh** (excluding service tax) each for two or more completed work orders as principal contractor. Satisfactory work completion certificates are to be submitted.
3.
  - a) The bidder should have sound financial back ground and an Average Annual Turnover for last three (03) financial years should not be less than Rs.7.50 lakhs.
  - b) Net worth of the bidder company for the last three years must be positive.
  - c) The bidder shall submit self attested copies of balance sheet, profit & loss account for last three consecutive financial years.
4. The bidder shall furnish authenticated copies of documents as proof of up to date IT Return, service tax registration certificate.
5. The bidder shall give a declaration that he/it/they is/are not debarred by any central/state government agencies / private Co. or by any PSU company under any sort of blacklist/holiday-list.

**Important notes:**

- a. As fulfillment of requirements described above, the bidder will have to submit (i) declarations duly signed by the bona fide representative of the company with seal; (ii) authenticated copy (copies) of documentary evidence(s), duly signed by the bona fide representative of the company with seal on each page.
- 2- The original documents are to be produced on demand.

**General Terms & Conditions:**

- i) Offer shall be accompanied with Cost of the tender documents of **Rs. 1000.00** (non-refundable) in the shape of Demand Draft / Banker's Cheque drawn from any Nationalized / Scheduled Bank except Co-Operative Bank, in favour of **Bokaro Power Supply Company (P) Ltd.**, Payable at Bokaro Steel City.  
However Government organizations / Small scale industries registered with NSIC is not required to submit the cost of tender document subject to production of the documentary evidence like valid Registration certificate of the same item or group of item from appropriate Govt. Authority.
- ii) Offer shall be accompanied with Earnest Money Deposit (EMD) of **Rs. 49,900.00 (Rupees Forty Nine Thousand Nine Hundred Only)** in the shape of Demand Draft / Bank Guarantee from any Nationalized Bank / Scheduled Bank except Co-operative Bank drawn in favour of **Bokaro Power Supply Company (P) Ltd.**, Payable at Bokaro Steel City.  
However EMD exemption wherever applicable may be availed of by Government organizations / Small Scale Industries registered with NSIC against proper entitlement documents.
- iii) The undersigned reserves the right to either reject any / all the tenders without assigning any reason thereof & also reserves the right to alter the qualifying requirements.

**Note:**

1. Tender documents are to be downloaded from our Website: [www.bpscl.in](http://www.bpscl.in) only.
2. Bidders are requested to visit our website regularly for any addendum / corrigendum / Extension till opening of the NIT. **Any such changes shall not be published through Press advt.**

For and on behalf of  
Bokaro Power Supply Company (P) Limited  
Sd/-  
(J.M Prasad)  
DGM (P&C)

## **Conditions & Rules to be observed in submitting Tenders**

### **1.01 Manner of Submission of the Tender**

The tender shall be divided into 04 parts as follows:-

- a) **Part A:** This part Comprises of Cost of Tender document, Proof of Qualifying Requirements, marked with (Part-A) 'Qualifying Requirements', NIT No. & date
- b) **Part B:** This part comprises of the Earnest Money Deposit in the manner as stated in the tender which shall be in one envelope marked with (Part-B) 'EMD', NIT No. & date
- c) **Part C:** This part Comprises of Technical and Commercial details, consent on terms & conditions of NIT etc. marked with (Part-C) Techno-Commercial Bid, NIT No. & Date.
- d) **Part D:** This part shall contain only the price schedule comprising the rates filled in figures and words as per the instruction given elsewhere in this tender. This should be kept in a sealed cover marked Price Bid (Part -D), NIT No. and Date.

1.01.1 Each part should be sealed in separate envelopes, clearly superscribing on the top of each envelope the relevant part number and description along with NIT reference and date of opening and submit all the parts simultaneously in another sealed envelope clearly superscribing NIT reference and date of opening.

### **1.02 Tender Validity Period**

The tender shall be valid at least for 120 (One hundred twenty) days from the date of opening.

### **1.03 General**

- i) Tenderer's are requested to visit site for actual assessment of the job before submission of their offer.
- ii) The tender rates shall be written in English, both words and figures. In the case of any discrepancy between the words & figures of the rates quoted, the rates expressed in words shall be taken as correct. In the case of discrepancy in the Unit Rate and Amount, Unit Rate will govern. Erasures, changes, and corrections of whatever type/nature shall be attested by the tenderer. The rates amount shall be written in Rupees and Paise only. The rates in words shall be written in one single line only without admitting any interpolations.
- iii) All pages of the tender documents, conditions, specifications & all enclosures must be signed with seal of the company at the lower left hand corner by the tenderer before submission of the tender.
- iv) If the intending tenderer is a Firm or Company, then they shall, in the forwarding letter, mention the number and names of all the partners & shall sign before submitting the same, unless the Power of Attorney holder has specifically been authorized in this respect.
- v) If any tenderer withdraws his tender before its acceptance or refuses within a reasonable time without giving any satisfactory and acceptable explanation thereof, the tenderer shall be disqualified for making any tender of the BPSCL for a minimum period of one year and the Earnest Money will be forfeited.

- vi) Any tender containing false information/particulars shall be liable to be rejected and tenderer found guilty for furnishing false information/particulars may be debarred from future dealings as per prevailing procedure and EMD will be forfeited.
- vii) **Handling of Earnest Money:**
  - a) Earnest Money will be refunded to the un-successful tenderer after finalisation of tender and no interest will be paid for the same.
  - b) The amount of Earnest money will be adjusted against Security Deposit only in case of successful Tenderer.
- viii) In case the date of tender opening happens to be holiday, the tender will be opened on the next working day at the same time.
- ix) **Any conditional offer or offer having deviations from our qualifying requirement, specification & instruction sheets is liable to be rejected.**
- x) BPSCL reserves the right either to reject any/all the tenders without assigning any reason thereof.

**General Terms and Conditions**

- 2.01 You will have to follow and observe the safety & statutory requirements.
- 2.02 You will have to fully responsible for any sort of unsafe activity of your workmen.
- 2.03 All working personnel should have proper safety certificates issued by BPSCL before start of work.
- 2.04 Supervision of the work has to be carried out by the agency.
- 2.05 Work is to be carried out as per instruction & satisfaction of the Engineer-In-Charge.
- 2.06 Rates are to be quoted on firm price basis. Any conditional offer is liable to be rejected.
- 2.07 **Payment Terms :**  
90% of contract value will be paid on pro-rata basis on progressive jobs duly certified by Engineer In-Charge and balance 10% will be retained as security deposit which will be released after three (03) months of satisfactory execution of work.

The expression satisfactory execution of the order shall mean fulfillment of all obligation arising out of and the guarantees stipulated in the contract. In default at satisfactory execution of the order the security deposit shall be forfeited to the BPSCL.

Any penalty for which the successful tenderer shall be found liable or any liquidated damages which shall be payable to the BPSCL in terms of the Contract, shall also be recoverable by the BPSCL from the Security deposit. If such security deposit will not be adequate for the purpose of liquidating the amount of penalty and/or damages as contemplated, the amount in excess thereof shall be deducted from any sum or sums which may be due or may become due to the successful tenderer from the BPSCL on any account whatsoever.

Notwithstanding what has been stated above if the successful tenderer shall have duly performed all his obligation under and the guarantees stipulated in the contract and observe all the terms and conditions thereof and no penalty shall have been recoverable from him and / or the BPSCL shall not have suffered any damages whatsoever, then security deposit shall be refunded, on receipt of a certificate from the Engineer in - charge that there is no claim against the Successful tenderer under the Contract.

- 2.08 Safety of the contractor's workmen will be entirely the responsibility of the contractor. In case of any work injury, major or minor, the contractor or his representative will have to provide the medical aid. If adequate medical care is not provided by the contractor, the worker will be treated in BGH and the cost of treatment will be recovered from your running bill.
- 2.09 Offer is to either type written or by handwritten and in no case partly type written and partly hand written. No corrections, overtyping shall be permitted. If so, the same shall be summarily rejected.
- 2.10 Paying authority – DGM (F&A), BPSCL.

- 2.11 Tenderers shall quote their firm rates and no negotiations will be held except with the lowest tenderer, if required.
- 2.12 In accepting the order you are understood to accept to all responsibilities for completing the work in all respect.
- 2.13 Where a claim of Service Tax is preferred and admitted, the tenderer must satisfy that he is a registered contractor under Service Tax Act and possesses a Certificate of Registration in the firm's name in which the service is made and shall in proof thereof, while submitting bills for payment, furnish the number, date and other particulars of such Certificate.
- 2.14 **SUBMISSION OF BANK GUARANTEE FOR QUOTING UNWORKABLE RATE**  
If the tenderer quotes unworkable rate i.e. quoted rate of tenderer is lesser than 90.00% of estimated value and is considered for placement of work order, they/he will be asked to justify the rate quoted and will have to give **Performance guarantee bond** (in addition to the Security Deposit) either in the form of Bank Draft/Bank Guarantee (In prescribed format of BPSCL) issued by any Nationalized/Scheduled Bank in favour of **Bokaro Power Supply Company (P) Limited**, payable / duly endorsed in favour of BPSCL at **B.S.City**. The amount of PBG will be equivalent to difference of 90% of estimated value and quoted value.
- 2.15 **FORCE MAJEURE** : Vendors / Contractor shall not be considered in default if delay occurs due to cause beyond their control such as acts of God, natural calamities, civil wars fire, strike, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than seven days shall be considered in force majeure clause. In the event of delay due to such clause the delivery / completion period will be extended for a length of time equal to the period of force majeure of at the option of owner order may be cancelled without any liability what so ever on the part of the owner.
- 2.16 **The Parties should clearly indicate their prices firm in all respects till execution of the work order.**
- 2.17 In case of asking any variation on any account whether sales tax or Service tax, excise duty or transportation etc. (wherever applicable) will not by treated as firm price on that account and hence parties should state everything clearly.
- 2.18 **Special Instruction:** Tender will be opened on **23.05.2014 at 03.30 PM**. If it is declared a holiday by BPSCL then in the next working day at the same time in the presence of Tenderer's Authorized Representatives, who wish to be present.



**SCOPE OF WORK:**

1. Re- railing of various types of derailed wagons whenever such incidents take place in the BPSCL track area round the clock.
2. Regular supervision of re-railing equipment including safety of the equipment.
3. Executing the minor maintenance work of the equipment.
4. Arranging transportation of the equipment at the derailment site.
5. You have to engage 18 USW (Including Reliever) & 04 experienced supervisor (including Reliever) per day throughout the year including holidays & National holidays. The weekly off will be decided as per the instruction of Engineer-in-charge.
6. You will have to keep a communication system of your own for organizing the re-railment work. Also, you will submit the mobile phone numbers of your representatives for each shift.
7. You will have to start the re -railing work within one (01: 00) hour from the time of occurrence of the derailment.
8. Any special tools & tackles requirement for the minor maintenance will be arranged by you.
9. Emergency light is to be arranged by you at the working places where the electricity point is not available.
10. Hauling and blocking of the various types of wagon is to be carried out by you.
11. You will engage your manpower for any unskilled job e.g. boulder picking from coal yard, chute cleaning, grass plucking/cutting etc. in CHP area, if required, as per the instruction of BPSCL Engineer-in-charge.

**SPECIAL TERMS & CONDITIONS:-**

1. For attending the job. You have to provide all categories of manpower with necessary tools & tackles.
2. For your workers, you have to arrange necessary gate pass.
3. You have to deploy skilled manpower wherever necessary. (Supervisors. Welders. Gas cutters. Riggers. Fitters etc). No extra claim will be allowed for that.
4. You have to strictly comply with all safety rules & regulation of BPSCL. All safety appliances of reputed make are to be provided by you for your workers in presence of Safety Officer of BPSCL. The list and make of safety appliances may be obtained from safety officer. Safety appliances like safety helmet, safety boot, Hand gloves and personnel protection equipment are to be provided by you.
5. You will arrange all the working tools & tackles, Men, Material welding machine etc.
6. You will have to be fully responsible for any sort of unsafe activity of your workmen.
7. The area is very hazardous. Workmen have to work with all safety precautions. Safety of the workmen & the equipment will be entirely your responsibility. In case of any work injury. Major or minor. You will have to provide medical aid. If your representative is not available for medical care. The injured worker will be treated in BGH and the cost of treatment will be realized from your bill.
8. You will produce medical fitness certificate for your workers prior to CLC clearance for working at height passes to be obtained from safety department.
9. Work is to be carried out as per instruction & satisfaction of the Engineer –in-charge.
10. You will have to follow and observe the safety & statutory requirements.
11. Contractor will produce medical fitness certificate for his workers prior to CLC clearance for working at height. Height passes to be obtained from safety department.
12. You will have to pay Rs.4/- extra to the working persons as per BPSCL rules above minimum wage of one day.
13. Proper use of safety appliances. Personnel protection should be ensured by you/your supervisor. Personal protection equipment includes safety helmet, hand gloves, Safety goggles, Safety belt, Safety shoes etc. you will provide Rain coat/ Rain Suit to your all workers & supervisors.
14. You have also to comply with Labour Laws. ESI Act & EPF, AWA & VDA rules applicable in the plant area.
15. All taxes applicable will be deducted from your bill.

16. If situation demands. You have to execute the work round the clock as per the instruction of Engineer In-charge.
17. You will have to strictly adhere to the provision of various Labour laws including payment of bonus act 1965.
18. You will have to pay Rs.4/- extra to the working person as per BPSCL rules above minimum wage of one day.
19. You have to engage 18 USW (Including Reliever) & 04 experienced supervisor (including Reliever) per day throughout the year including holidays & National holidays. The weekly off will be decided as per the instruction of Engineer-in-charge.
20. You have to pay your- workmen as per circular / notification published by the state government in regard to rates of payments of VDA & Minimum wage escalation in vogue. VDA shall be reimbursed to you subject to production / submission of authenticated certification of the actual payment to the workmen deployed for the work under contract and certified by the agency as per the wages in the contract.
21. The base date for increased VDA payment, will be considered as Bid Opening date.
22. During contract period there will be no consideration of idle & escalation charges.
23. As the area of work is highly sensitive with respect to safety hazards. You must take proper work permit. Shutdown clearance and other instructions from engineer in charge will be taken by you before starting the work. You will follow all safety measures & precautions in this regard.
24. Gate passes for all types of workmen will have to be got issued for entire period of contract. However any workmen's to be removed on grounds of disciplinary actions, the same should be got approved by BPSCL .
25. BPSCL will provide the following, free of cost, as per requirement for job execution.  
Water & Electricity, All the required grade of Mobil oil, lube oil, Hydraulic oil for re-railing equipment & Petrol as per the consumption.  
The re-railing equipment to be used for the re-railing job, small spare part if required for the minor maintenance of the equipment.
26. **Penalty Clauses:**
  - a) If you delay to start the Re –railing work by more than one (01:00) hour a penalty of Rs.5000/- per hour will be deducted from the bill.
  - b) You must arrange the necessary rain coats & jackets for all your workmen to continue the job in bad weather also. A Penalty of Rs. 1000/- will be deducted for violation of such instruction in any instance.
  - c) Manpower absentee in any shift will lead to penalty @ 1.25 times of Present wage for the entire absentee.

- d) For the habitual absentee, you will cancel the gate pass with due permission from BPSCL & arrange new gate pass within seven days, failing which a penalty of Rs. 5000/ person will be imposed on you.

**27. Safety Norms & penalty:**

1-The contractor will have to obtain safety clearing certificate from safety department before start of work.

2-The contractor will have to submit the medical fitness certificate of his employees.

3- The contractors along with his employees will have to undergo safety training program in T&D center of BPSCL/BSL.

6- *You shall be liable to the penalties mentioned below as per BPSCL norms.*

*A)- up to Rs.5000/- by DGM (Safety)/Head of fire & Safety Dept. where work is being done for 1<sup>st</sup> violation of safety norm, non use of PPEs (personal protective equipments)like safety boots, hand gloves of different types, safety helmets, googles etc as per the work requirement by you or your workers. This condition is applicable in case of violation of Road Safety norms also.*

*B) - fine up to Rs.20000/-on 2<sup>nd</sup> violation as mentioned in clause (A) above.*

*C)- you shall be debarred for one year/ deregistered from taking up further contractual work in BPSCL from the date of issue of debarring/ deregistering order 3<sup>rd</sup> violation as mentioned in clause(A) above.*

*D) - Fine up to Rs.10,000/-for violation in use of full body harness by you or your worker for working at height(above 1.8 meter from immediate floor).*

*E)-Fine Rs. 25000/-(minimum) to Rs. 50000/-(maximum) for serious injuries and disabilities caused by violations as mentioned in clause (A & D) above.*

**SCHEDULE OF QUANTITY :**

<b>Sl. no.</b>	<b>Job description</b>	<b>Duration</b>	<b>Rate (Rs.)</b>
1	Supply of 18 USW (including reliever) & 04 (four) supervisors (including reliever) per day throughout the year to work as per scope of work.	12 months	
2	<b>Re-railment activity includes:</b> <ul style="list-style-type: none"> <li>a) Arrangement for transportation of equipment to the derailment site.</li> <li>b) Hauling &amp; Blocking of equipments.</li> <li>c) control desk operation for the lift/ down or sideways movement of the derailed wagon to position it on the track.</li> <li>d) Supervision of the equipments with required safety.</li> </ul> Minor maintenance/ cleaning work of the equipments as per instruction of engineer-in-charge.	12 months	
<b>Total</b>			
Rupees ..... only			

**Note:** Service Tax : **EXTRA** as applicable ( ) / Not applicable. ( )

(Please tick (√) the one which is applicable and cut (x) the another) In case no option is marked, price quoted will be assumed as inclusive of service tax.

Signature with seal of tenderer