

# **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-012/NIT-440/3699  
dated 01/05/2014**



## ***TENDER DOCUMENT***

**NAME OF WORK:** Supply, Operation & Maintenance of 01 (one) No. JCB (Loader & excavator machine) in CHP/BPSCL

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

## **I N D E X**

<b>Sl.No</b>	<b>S u b j e c t</b>	<b>Page No.</b>
<b>1.</b>	Cover Page	1
<b>2.</b>	Index	2
<b>3.</b>	Notice Inviting Tender (with QR )	3-4
<b>4.</b>	<b>Annexure – I</b> (Conditions & Rules to be observed in submitting tenders)	5-6
<b>5.</b>	<b>Annexure – II</b> (General Terms and Conditions)	7-9
<b>6.</b>	<b>Annexure – III</b> (Scope of work)	10
<b>7.</b>	<b>Annexure – IV</b> (Special Terms & Conditions)	11-13
<b>8.</b>	<b>Annexure – V</b> (Schedule of quantity)	14

# 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-012/NIT-440/3699

Date : 01/05/2014

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>Supply, Operation &amp; Maintenance of 01 (one) No. JCB (Loader &amp; excavator machine) in CHP/BPSCL</b>
Estimated Amount (in Indian Rs.)	<b>Rs. 18,16,040/-</b> (Rupees Eighteen Lakhs Sixteen Thousand Forty) only, excluding service tax.
Earnest Money (in Indian Rs.)	<b>Rs. 36,300/-</b> (Rupees Thirty Six Thousand Three 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 from the date of commencement.</b>
Last date & time of submission of tender	<b>30/05/2014 at 12.00 Hrs. (IST)</b>
Bid opening Date & Time.	<b>30/05/2014 at 12:15 Hrs. (Part A, B &amp; C)</b>

### Qualifying Requirements / Eligibility Criteria :

1. The bidder must have experience of supplying 01 (one) JCB of capacity not less than JCB3DX Super Backhoe Loader on 24 hours service continuously for 1 year in the last seven (07) years for material handling of coal, ash, earthen material, ores etc. in any PSU, Central/State Government Organization, or Joint Venture company thereof, or any Company registered under company's act 1956.
2. The bidder must submit the ownership documents for JCB or in case of authorization, affidavit of authorization at least for one year to be submitted along with the bid. The salient features of JCB should be equivalent or better in all respect to Model: JCB3DX Super Backhoe Loader, 96HP capacity. JCB should be less than two year old on 24/04/2014.
3. The bidder should have executed similar nature of work in any PSU, Central/State Government Organization, or Joint Venture company thereof, or any Company registered under company's act 1956 in last seven (7) years ending last day of months previous to one in which the bid is invited shall be either of the following:-
  - a) Single completed Work order of value not less than **Rs.10, 89,624/-**-excluding taxes etc.
  - b) Two or more completed work order of similar nature of value not less than **Rs.5,44,812/-** (excluding service tax)
4. The average annual turnover of the party in the last 3 ( three) consecutive financial years should not less than **Rs.5,44,812.00**
5. The bidder shall submit the self attested copies of audited balance sheet, profit and loss account for the last 3 (three) consecutive financial years.

6. The bidder should submit up to date PF Registration No. ESI Registration No. and service tax Registration No.

**Important Notes:**

- 1- All pages of submitted documents should be duly self attested with seal of the company by the company representative.
- 2- The original documents are to be produced on demand.
- 3- JCB here refers to Loader & Excavator machine.

**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. 36,300.00 (Rupees Thirty Six Thousand Three 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 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.
- 2.10 You will have to strictly adhere to the provision of various labour laws including payment of bonus Act 1965.

- 2.11 You will have to pay Rs.4/- extra to the working persons as per BPSCL rules above minimum wage of one day.
- 2.12 The tenderer / contractors in the tender shall quote contract price as per circular / notification published by the State Government in regard to rates of payment of VDA in vogue.
- 2.13 AWA to the workers shall be payable by you @ Rs.38.46 per worker / per day subject to maximum of Rs. 1000/- per worker / per month.
- 2.14 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.
- 2.15 Paying authority – DGM (F&A), BPSCL.
- 2.16 Tenderers shall quote their firm rates and no negotiations will be held except with the lowest tenderer, if required.
- 2.17 In accepting the order you are understood to accept to all responsibilities for completing the work in all respect.
- 2.18 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.
- 2.19 **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.
- 2.20 **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.
- 2.21 The bidder shall give a declaration in original duly signed with official seal that he /it /they is/are NOT debarred/pre-maturely terminated by any Central / State Government agencies or by any PSU company under any sort of blacklist / holiday-list.



- 2.22 **The Parties should clearly indicate their prices firm in all respects till execution of the work order.**
- 2.23 In case of asking any variation on any account whether sales tax or Service tax, excise duty or transportation etc. (wherever applicable) will not be treated as firm price on that account and hence parties should state everything clearly.
- 2.24 **Special Instruction:** Tender will be opened on **30.05.2014 at 12.15 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. Supply, operation & maintenance of 01 (one) no. JCB as per requirement and direction of Engineer-in-charge.
2. You will arrange fuel, lubricants such as Diesel, mobil, gear oil, grease etc for the proper & efficient running of JCB.
3. JCB is to be used for transporting coal fallen under junction of conveyors 2A/2B, CC-1 & CC-2 and near tail end of conveyors 3A/3B to coal yard.
4. JCB may be required for transporting stone boulders collected at wagon tippler, con# 1A/1B, 2A/2B, 3A/3B & Coal yard grills to dumping site in CHP itself.
5. JCB may be required for pulling conveyor belt while changing conveyor belts.
6. JCB may be required to transport boulder & scrap from boiler bunker no.22 to CHP as per the instruction of engineer-in-charge.
7. JCB will be required for cleaning Coal feeding grills in yard by removing big size stone boulders mechanically from feeding grills.
8. JCB may be required to be used for pulling of conveyor belt while changing conveyor belts.
9. JCB may be used for area development in CHP for anywhere in Power Plant as instructed by Engineer-in-charge.
10. Availability of JCB is required for 24 hours for all seven days of the week throughout the contract period.

**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 passes against work order.
3. You have to deploy USW as well as skilled manpower wherever necessary.
4. You will strictly follow all BPSCL/BSL safety rules & regulations, you will be held responsible for any unsafe activity of your workmen /equipment. In case of any work injury, major/ minor, you will provide the medical aid. However 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.
5. You have to comply with labour laws, ESI, PF, Bonus, AWA (Additional welfare amenity) and other rules applicable in plant area. Your muster roll must be certified by Engineer-in-charge on monthly basis. You will have to fulfil all the statutes of labour laws.
6. You will have to pay Rs.4/- extra to the working persons as per BPSCL rules above minimum wage of one day.
7. **During the contract period there will be no consideration for idle charge of JCB or manpower.**
8. Work is to be carried out as per instruction & satisfaction of Engineer-in-charge/ Shift-in-charge. You will maintain the log book/ record for the area of usage of JCB for the certain hours, which will be certified by Engineer-in-charge/ Shift-in-charge in each shift.
9. If situation demands, you have to execute the work round the clock as per instruction of Engineer-in-charge.
10. You will do major/minor maintenance of JCB at your own cost.
11. Proper use of safety appliances, PPE should be ensured by the contractor. Personnel protection equipments include *safety Helmet, hand gloves, safety goggles, full body harness, and safety shoes.*
12. You will strictly follow all BPSCL/BSL safety rules & regulations, you will be held responsible for any unsafe activity of your workman /equipment.
13. The JCB should not be older than two years as on 24/04/2014. You will have produce the documents supporting the same at the time of bidding and you will submit the copies of same before the start of work.
14. The rate quoted by bidder is subject to revision due to statutory revision of Diesel prices during the contract period, as per the given formulae:  
**A = H \* F \* R**  
A= amount in rupees on account of change in Diesel Price.  
H= Running Hours of JCB.  
F= Diesel consumption per hour.  
R= Change in rate of diesel in rupees from the rate prevalent on bid opening date (Base Date).  
*Note:* Diesel consumption for JCB will be taken as 10 litres/Hr.
15. **The salient features of JCB** (Loader & Excavator) should be equivalent or better in all respect to Model: JCB3DX Super Backhoe Loader.  
Model 3DX Super Backhoe Loader has following features:  
**Engine:** KOEL 4R.1040 Turbo Charged  
Horse Power: 96 HP.  
4 Wheel Drive.

**Loader performance:**

Dump height: 2.72 m

Load over height: 3.23 m

Reach at ground: 1.37 m

Maximum reach at full height: 1.15 m

Bucket Dump: 0.78 m

Dump angle: 43 degree.

Bucket breakout force: 6500 kgf.

16. **Penalty clauses:**

a)-Though minimum guaranteed running hours are fixed. But, if the minimum guaranteed running hours of 2000 Hrs does not get complete during the contract period of one year due to fault of the contractor, the contract period can be extended for the completion of the minimum guaranteed running hours at same rate, terms & conditions.

b)- For un-availability of JCB at the time of requirement at site for any reason, penalty @ 1.25 times of rate per hour will be deducted from the running bills as per the instruction of Engineer-in-charge.

17. **Safety Norms & penalty:**

a) The contractor will have to obtain safety clearance certificate from safety department before start of work.

b) The contractor will have to submit the medical fitness certificate of his employees.

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

d) Safety of workers employed by contractor is entirely his responsibility and in the event of any accident, major or minor the worker can be treated in BGH if his responsibility is not available for adequate medical aid, and the cost of treatment will be recovered from bills.

e) As the area of work is highly sensitive with respect to safety hazards, the contractor must take proper work permit, shut down clearing and other instruction from Engineer-in-charge daily before starting the work. The contractor will have to follow all the safety precautions and rules in this regard.

f) **SAFETY CLAUSE :** Without prejudice to the right conferred by the clause above for stoppage of work for violation of safety requirements, you shall be liable for penalties mentioned below:

i. Upto Rs.5000/-by DGM (safety)/Head of safety Engg. Department /Head of the Department where work is being done for 1<sup>st</sup> violation of safety norm, non use of PPEs(Personal Protective Equipments ) like safety shoes, hand gloves, safety helmets, goggles etc as per work requirements by you or your workers. This condition is applicable in case of violations of Road Safety norms also.

ii. Fine upto Rs. 20,000/- on 2<sup>nd</sup> Violation as mentioned in clause (i) above

iii. 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 on 3<sup>rd</sup> violation as mentioned in clause no (i) above.

- iv. Fine upto 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).
- v. Fine Rs. 25,000/- (minimum) to Rs. 50,000/- (Maximum) for serious injuries and disabilities caused by violations as mentioned in Clause No. (i) and (iv) above.
- vi. Independent of the above, you shall be fined Rs. 1,00,000/- (1 Lakh) or more and debarred / deregistered from taking up further contractual work in BPSCL from the date of issue of debarring / deregistering order in case any Fatal accident occurs due to violations as mentioned in Clause (i) and (iv) above.

**Schedule of quantity:**

<b>sl.no.</b>	<b>Description of work</b>	<b>Minimum guaranteed running Hrs. for a year</b>	<b>Rate. /Running Hour (Rs.)</b>	<b>Amount (Rs.)</b>
1	Supply, operation & maintenance of 01 (one) JCB (Loader & Excavator) for CHP as per requirement and instruction of Engineer-in-charge for a period of 01 year.	<b>2000 Hrs.</b>  Note: (with allowable variation of +/- 10 % in running hours as per the requirement)		
			Total	
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 tender*