

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-026/NIT-443/4298
dated 23/05/2014**



TENDER DOCUMENT

**NAME OF WORK: “Hiring of Three (03) nos. of BOLERO /SCORPIO
/SUMO Vehicle”**

**COST : Rs. 500/-
(Rupees Five Hundred 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-026/NIT-443/4298

Date : 23/05/2014

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 Thermal Power Station.

Description of Work	Hiring of Three (03) nos. of BOLERO/SCORPIO /SUMO Vehicle
Estimated Amount (in Indian Rs.)	Rs. 7,85,988/- (Rupees Seven Lakhs Eighty Five Thousand Nine Hundred Eighty Eight) only
Earnest Money (in Indian Rs.)	Rs. 15,700/- (Rupees Fifteen Thousand Seven Hundred) only
Cost of tender documents (Non-refundable) (in Indian Rs.)	Rs. 500/- (Rupees Five Hundred) Only
Period of contract	01 (one) Year from the date of commencement of work. (May be extended for another one (01) year on satisfactory performance)
Last date & time of submission of tender	20/06/2014 at 12.00 Hrs. (IST)
Bid opening Date & Time.	20/06/2014 at 12:15 Hrs. (Part A, B & C)

Qualifying Requirements / Eligibility Criteria :

1. The bidder must submit self attested copies of recent work order(s) of similar work successfully completed during the last seven (07) years ending last day of month previous to the one of issue of the NIT, as a proof of providing chauffer driven Bolero/Scorpio / Safari / Sumo Vehicles (including chauffer), in any PSU, Subsidiary / Joint Venture Company of PSU, or Central / State Government Organization, or a company registered under company act 1956.

The value of such work order (s) should not be less than:-

- a) **Rs. 6,28,790.00** (Rupees Six Lakh Twenty Eight Thousand Seven Hundred Ninety) only excluding taxes for a single completed W.O.

‘OR’

- b) **Rs. 3,92,994.00** (Rupees Three Lakh Ninety Two Thousand Nine Hundred Ninety Four) only, excluding taxes for each of two completed W.O.’s

‘OR’

- c) **Rs. 3,14,395.00** (Rupees Three Lakh Fourteen Thousand Three Hundred Ninety Five) only, excluding taxes for each of three completed W.O.’s

2. Satisfactory work completion certificate from competent authority for work(s) regarding the W.O. (s) of which the copy (copies) has (have) been submitted as per point No. 1 above shall be submitted.

3. The bidder is to submit a self attested copy of the owner book of the vehicle to confirm its year of registration under motor vehicle act. Which should not be older than 2009.

4. Average Annual turnover of the bidder should not be less than Rs. 2, 35,796.00 (Rupees Two Lakh Thirty Five Thousand Seven Hundred Ninety Six) only
5. The bidder has to submit authenticated documentary evidences all above along with the tender (if required, original documents are to be provided for verification).

General Terms & Conditions:

- i) Offer shall be accompanied with Cost of the tender documents of **Rs. 500.00** (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. 15,700.00 (Rupees Fifteen Thousand Seven Hundred Only)** in the shape of Demand Draft 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 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 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.
- 2.17 **The Parties should clearly indicate their prices firm in all respects till execution of the work order.**
- 2.18 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.
- 2.19 **Special Instruction:** Tender will be opened on **20.06.2014 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 :

Providing three (03) nos. of chauffer driven vehicles (*Make - Bolero / Scorpio / Sumo of model not older than 2009*) with commercial registration in Tip-Top condition for use in day to day work inside and outside of the Plant.

Special Terms and Conditions :

1. The party has to depute vehicle of Make – BOLERO / SCORPIO / SUMO of Model not older than 2009, maintained in good shape & proper running condition. The vehicle & its parts should be in neat presentable tip-top condition.
2. The successful bidder is to submit a self attested copy of the owner book of the vehicle to confirm its year of registration under motor vehicle act. If so demanded by the engineer-in-charge of BPSCL, he has to furnish the original owner book for verification. Also, the successful bidder should have the concerned vehicle inspected by the engineer-in-charge of BPSCL, who will assess the condition of the vehicle & will issue his approval for using the same for BPSCL duty. This approval should be submitted before starting the work, barring which the relevant penalty clause will be imposed.
3. The party has to ensure that the chauffer (driver) employed for the job possesses a valid driving license appropriate for the type of vehicle & job, as per the instructions of pass section, CISF, Bokaro Steel Plant.
4. The party has to ensure that the chauffer (driver) employed by him is neatly dressed during working hours, courteous, well mannered & medically fit.
5. The vehicle used during duty hours should be registered in the name of the proprietor of party under motor vehicles act, & a copy (self attested) of the registration certificate should be submitted along with the bid. Otherwise, the party is to submit attested copy of an affidavit, duly authenticated in court, on the part of the owner of the vehicle for allowing his vehicle to be used by the party for BPSCL duty, on hire basis or otherwise.
6. In case of situations of plant emergency / breakdown, the vehicle is to be retained round the clock, as per instruction of engineer-in-charge of BPSCL.
7. In case of breakdown of the vehicle, another substitute vehicle is to be provided in its place. The work should not suffer because of breakdown of the original vehicle.
8. Hire charges quoted by the party shall be all inclusive (inclusive of the service charges of the chauffer along with the charges for the vehicle, POL, all taxes, levies & duties including income tax and other related expenses).
9. BPSCL shall not bear liability of any kind on account of engagement of any of the man power employed by the party, who will be solely & exclusively responsible for all statutory provisions arising out of employment of manpower.
10. Any employee of BPSCL who shall be availing the vehicle, and/or the organization of BPSCL as a whole, shall be absolved of all liabilities, both pecuniary or otherwise, arising out of any litigation for not adhering to the statutory regulations in force by the chauffer or by the owner of the vehicle, while plying the vehicle for BPSCL duty on hire, and the party shall be solely responsible for the same.
11. The party shall be fully liable for breach of any criminal / civil law or motor vehicles act while his vehicle are on duty with BPSCL. The party shall keep BPSCL absolved of any liability in this regard. The party shall be solely responsible for any consequences, if vehicles without permits are engaged for the service of BPSCL.
12. The maintenance and repair of the vehicle shall be responsibility of the party.
13. Enhancement of rates shall not be allowed during entire period of the contract.
14. In the event of any accident and / or damages sustained by the chauffer, or the vehicle while on duty, BPSCL shall not be liable for any damages thereon and payment of any compensation will be the sole responsibility of the party.

15. The normal working hours for vehicle with driver shall be 12 hours from 08:00 AM to 08:00PM on each working day. The vehicle should actually report for duty & shall be released from duty accordingly, unless instructed otherwise. No separate reporting or garaging time shall be allowed. The vehicle may have to report in shift duty and even for a short duration of local duty, as per the instruction of the engineer-in-charge of BPSCL.
16. The party shall ensure that reporting time is strictly adhered to as per requisition (verbal or written). In case of the party being unable to provide vehicle as per requirement and it becoming incumbent on BPSCL to make alternate arrangement, BPSCL shall be entitled to recover all the cost for making alternative arrangement from the amount payable under the contract, plus penalty per day, which will be decided by the engineer-in-charge of BPSCL.
17. The vehicle shall normally be on duty with BPSCL for six (06) days in a week. Weekly off- day shall be decided by BPSCL. In case the regular driver remains on leave on any duty day, the party shall make arrangement for alternative vehicle / driver.
18. In case of any breakdown of the vehicle the party will ensure timely replacement of the vehicle.
19. In case of such a requirement, BPSCL shall be at liberty to divert the vehicle taken on hire to out station duty.
20. During the contract period, the engineer-in-charge may inspect the vehicle any time and if the vehicle is found to be not maintained properly with a get-up below our acceptable standard, the party shall withdraw / repair such vehicle, or replace it by a good vehicle of acceptable standard.
21. The vehicle will be required to do local & outstation duties including duty inside the plant area also.
22. No claim on account of idle labour, interruption of work or any other expenses incurred by the party will be entertained.
23. The contract may be terminated by a notice of one month from either side.
24. The speedometer / odometer of the vehicle should always be in service for proper recording of kilometer run.
25. The party will have to submit proper valid documents (or self attested copies thereof) related to the vehicle to be deployed.
26. The party will have to arrange necessary gate passes for the chauffer & the vehicle from the gate pass section of CISF, Bokaro Steel Plant.
27. If situation demands so, the party will have to deploy the vehicle round the clock or at odd hours, as per the direction of engineer-in-charge.
28. The bidder must submit a self attested copy of commercial registration of the vehicle under motor vehicle act before start of the work.
29. The bidder must submit a self attested copy of valid vehicle insurance of the vehicle before start of the work.
30. The bidder must submit a self attested copy of valid driving license of the chauffer (driver) to be employed, appropriate for the type of vehicle & job before start of the work.
31. **PENALTY CLAUSE:**

1. Delayed attendance beyond the reporting time (08:00AM or whatever time instructed by engineer-in-charge of BPSCL) of the chauffeur with vehicle will be penalized @ Rs. 500/- each time of such an occurrence.
2. If a vehicle is deployed by the party without signed approval of the engineer-in-charge of BPSCL, a penalty @ Rs. 500/- each time of such a deployment (except in cases of breakdown of the original vehicle) will be deducted from the payment.
3. If the vehicle is not retained beyond the working hours in situations of plant emergency / breakdown, as instructed by the engineer-in-charge of BPSCL, a penalty @ Rs. 1000/- each time of such a failure will be deducted from the payment.
4. If the party fails to deploy a vehicle on any working day, or when called for emergency duty on work-holidays, a penalty @ Rs. 1000/- each time of such a failure will be deducted from the payment.

32. **SAFETY CLAUSE:**

Without prejudice to the right conferred by the clause for stoppage of work for violation of safety requirements, contractor shall be liable for penalties mentioned below:-

1. Up to Rs. 5000/- by DGM (Safety)/ Head of Safety Engg. Department / Head of the Department where work is being done for 1st violation of safety norms, non use of PPEs (Personal Protective Equipments) like safety shoes, hand gloves, safety helmets, goggles, etc as per works requirements by the contractor or his workers. This condition is applicable in case of violations of Road Safety norms also.
2. Fine up to Rs. 20,000/- on 2nd violation as mentioned in Safety Clause no. 1 above.
3. The contractor 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 3rd violation as mentioned in Safety Clause no. 1 above.
4. Fine up to Rs. 10,000/- for violation in use of Full Body Harness by the contractor or his workers for working at height (above 1.8 meters from immediate floor).
5. Fine Rs. 25,000/- (Minimum) to Rs. 50,000/- (Maximum) for serious injuries and disabilities caused by violations as mentioned in Safety Clause no. 1 & 4 above.
6. Independent of the above, contractor shall be fined Rs. 1,00,000/- (Rs. 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 Safety Clause no. 1 & 4 above.

Schedule of Quantity : “Hiring of Three (03) nos. of BOLERO /SCORPIO /SUMO Vehicle”

Sl. No.	Description of Work	Quantity	Rate/month/ vehicle (Rs.)	Amount for one year for 3 vehicle (Rs.)
1.	Lump-sum rate for 1500 KM per month (all inclusive).	03 Nos.		
2.	Rate per Km beyond 1500 Km			
3.	Rate per Hr. for vehicle with chauffer beyond 12 Hrs. normal duties.			

Note 1 : Service tax must be clearly mentioned.

Note 2 : for Ranking purpose

Item Sl. No: 02 will be taken as 500 Km. for each vehicle.

Item Sl. No: 03 will be taken as 50 Hrs. for each vehicle.