# BOKARO POWER SUPPLY CO. (P) LTD.

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

**CIN:U40300DL2001PTC112074**

*Reg. Office : Ispat Bhawan, Lodhi Road, New Delhi - 110 003*

**TENDER NOTICE NO.: BPSCL/CEO/P&C/17-18/C-194/NIT-713/1262**
**Dated 29/03/2018**

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B P S C L

# *TENDER DOCUMENT*

**NAME OF WORK: Preventive and Corrective Maintenance of Railway Track in Power Plant.**

**COST: Rs.1180/-**
**(Rupees Eleven Hundred Eighty only)**

# I N D E X


| Sl.No | S u b j e c t | Page No. |
|---|---|---|
| **1.** | Cover Page | 1 |
| **2.** | Index | 2 |
| **3.** | Notice Inviting Tender (with QR ) | 3-4 |
| **4.** | **Annexure – I (**Conditions & Rules to be observed in submitting tenders with online Price Bids) | 5-7 |
| **5.** | **Annexure – II** (General Terms and Conditions) | 8-10 |
| **6.** | **Annexure – III** (Scope of work) | 11 |
| **7.** | **Annexure – IV** (Special Terms & Conditions ) | 12-13 |
| **8.** | **Annexure – V** (Schedule of Quantity/ Price Bid Format) | 14 |
| **9.** | **Annexure – VI** (affidavit) | 15 |
| **10.** | **Annexure – VII** (Checklist) | 16 |
| **11.** | **Annexure- VIII** (RA Acceptance) | 17 |
| **12.** | **Annexure –IX** (Declaration after RA) | 18 |
| **13.** | **Annexure –X** ( General EHS responsibility of Bidder) | 19 |

# 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

**CIN:U40300DL2001PTC112074**

*Reg. Office : Ispat Bhawan, Lodhi Road, New Delhi – 110 003*

**NIT No. : BPSCL/CEO/P&C/17-18/C-194/NIT-713/1262** **Date: 29/03/2018**

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

| | |
|---|---|
| Description of Work | **Preventive and Corrective Maintenance of Railway Track in Power Plant.** |
| Estimated Cost (in Indian Rs.) | **Rs. 52,34,100/-** (Rupees Fifty two lakhs thirty four thousand one hundred only) excluding GST. |
| Earnest Money (in Indian Rs.) | **Rs. 1,00,000/-** (Rupees One Lakh) only |
| Cost of tender documents (Non-refundable) (in Indian Rs.) | **Rs. 1,180/-** (Rupees Eleven hundred eighty) Only including GST @ 18% |
| Period of contract | **01 (One) Year from the date of commencement of Work.** **(***However, the Contract Period can be extended for another one (01) year subject to mutual consent and based on satisfactory performance during the period on same rate, terms & conditions***)** **Mobilization Period: 20 (Twenty)** days from the date of issue of LOI/ Work Order. |
| Last date & time of submission of tender | **04/05/2018 at 12.00 Hrs. (IST)** |
| Bid opening Date & Time. | **04/05/2018 at 12:15 Hrs. (Part A & B)** |

**Qualifying Requirements / Eligibility Criteria :**

1. **Average annual turnover (AAT)**

   Bidder should have Minimum average annual turnover (MAT) of **Rs. 16.00 Lakhs**

   - Average annual turnover shall be determined taking into consideration turnover of available preceding three consecutive financial years. Other income shall not be considered for arriving at annual turnover.
   - Audited annual accounts along with auditor's report of the bidder should be furnished in support of the same. Where audited annual account is not mandatory as per the law, the bidder has to submit annual financial turnover during the last three (03) consecutive years, ending 31st March of the previous financial year duly certified by CA.

2. **Technical Capability :**

   Bidder should have experience of having completed **similar works** in any Public Sector Undertaking / Government / Semi Government organization or joint venture thereof / Company registered under Companies Act during last 7 years ending last day of month previous to the one in which offer are invited shall be either of the following:

   Three similar completed works each costing not less than to **Rs. 21.00 Lakhs**

   **OR**

   Two similar completed works each costing not less than to **Rs. 26.20 Lakhs**

   **OR**

   One similar completed work costing not less than to **Rs. 42.00 Lakhs**

   - **Similar Work means:** *experience in the field of Maintenance of Railway Track / tackling of derailment/ renovation or laying of railway lines.*
   - Completed Work means the executed/completed portion of Work Order/AMC/RC, even if the

work has not been completed in totality (subject to furnishing proof of executed value of work in the form of certified copies of RA Bills) along with successful work execution certificate (by the concerned authority etc.)

3. In support of their eligibility and experience, the bidder is required to submit self attested photo copies of work orders, completion certificates (by the concerned competent authority etc.) along with the techno-commercial bid. In addition, bidder shall submit an affidavit as per format at **Annexure-VI**, declaring that the documents submitted by them are genuine.
4. The bidder shall furnish authenticated copies of latest IT Return, GSTIN, EPF certificate, ESI Certificate.

*The bidder is also required to submit Annexure VIII & IX as instructed there in.*

**General Terms & Conditions:**

i) Offer shall be accompanied with Cost of the tender documents of **Rs. 1,180.00** (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.

ii) Offer shall be accompanied with Earnest Money Deposit (EMD) of **Rs. 1,00,000.00** (**Rupees One lakhs) Only** in the shape of Demand Draft / Pay Orders / Bankers Cheque Payable at Bokaro Steel City // Bank Guarantee having validity for, *one (01) year including claim period of 03 months*, from any Nationalized Bank / Scheduled Bank except Co-operative Bank drawn in favour of **Bokaro Power Supply Company (P) Ltd**. as per format available at our website: www.bpscl.com

*In case of forfeiture of EMD by BPSCL the bidder is required to re-imburse the applicable GST to BPSCL.*

iii) However, Micro & small enterprises (MSEs) / PSU /Govt. Undertakings and Co-operative societies will be exempted from submission of cost of tender document & Earnest Money as per government policy. For MSEs the exemption from paying cost of tender document & Earnest Money will be granted only on submission of valid notarized copy of certificate having a valid Entrepreneurs Memorandum (EM) number / Udyog Adhaar Memorandum (whichever applicable). SSI/NSIC certificate holders should also submit a copy of Entrepreneurs Memorandum / Udyog Adhaar Memorandum (whichever applicable). However unit claiming exemption is required to submit notarized copy of registration certificate indicating clearly the item category for which they are registered.

If such units do not enclose Entrepreneurs Memorandum (EM) number / Udyog Adhaar Memorandum (whichever applicable) the unit may be considered as general bidder & required to submit Cost of Tender document and Earnest Money Deposit (EMD).

iv) **BPSCL reserves the right to :**

a) Re-tender / extend the due date of submission of offer, if response to tender is not adequate or otherwise.
b) Accept or reject any offer / all offers in full or part at any time at any stage without assigning any reasons whatsoever and without any damage / compensation thereof to the bidders.
c) Modify the tender documents at any stage before the due date of tender.

**Note:**

1. Tender documents are to be downloaded from **Website: www.bpscl.com** only.
2. Bidders are requested to visit above 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)**
**Tel : 8986874098**
**Email: purchase.bpscl@gmail.com**

**ANNEXURE – I**

# Conditions & Rules to be observed in submitting Tenders

**1.01 Manner of Submission of the Tender**

The tender shall be divided into 03 parts as follows:-

**a)** **Part A:** This part Comprises of Cost of Tender document & EMD, NIT No. & date marked with Part A.

b) **Part B:** This part Comprises of Technical and Commercial details, consent on terms & conditions of NIT along with copy of System generated **acknowledgement-slip** for Online submission of sealed price bid etc. marked with (Part-B) Techno-Commercial Bid, NIT No. & Date *(In hard copy)*

**Note: Part A & Part B shall be submitted in hard copy at following address:**

**DGM (P&C)**
Bokaro Power Supply Co. (P) Ltd.
Hall No.M-01, Old ADM Building
Ispat Bhawan, Bokaro Steel City – 827001
Ph: 06452 240380, Tel: 8986874098

c) **Part C**: Online sealed Price Bid (*Landed cost excluding GST*) through URL : **http://www.buyjunction.in**

**The process of submission of Online Price bid is as detailed hereunder-**

Step 1: Type **http://www.buyjunction.in** in the internet explorer.
Step 2: Click on Login (present on Top right side of the Page)
Step 3: Click on **View Live Auctions and Tenders.**
Step 4: In the right side open/ global tenders link will be displayed.
Step 5: Click on the link for the above mentioned tender link present under Open tenders
Step 6: Click on new user if you are not registered in buyjunction earlier. Click on Existing user in-case you have already registered in buyjunction earlier. Existing users can login with their user id and password.

**Please note** foreign bidders are required to select their bidding currency from the drop down available before proceeding further (where ever applicable).

**New Users:**
Steps to get your **User Code** and **Password**

1. Click on the required tender link under "**Open Tenders**"
2. Choose your Auction currency in-case any option is coming to select currency. Click on "**New User**"
3. Fill up the "**Registration Form"** and click on "**Submit**". All fields marked with (*) are mandatory fields.
4. On submitting the filled-up registration form, an auto generated email will be sent to the email address you have mentioned in the registration form containing your User Code and Password.
5. Changing of password on first login is compulsory.
6. On receipt of the User Code and Password you become an **Existing User.** Now follow the steps of existing user to login to the auction site.

**Existing Users**
1. Click on the required tender link under "**Open Tender**"
2. Click on "**Existing User**".
3. Log in with your existing user code and password for placing your bid.
4. Read through the "**Bidding Procedure**" to proceed further for bidding.

**Bidding Procedure**

After logging in with your user id and password you have to accept the "**Auction Terms"**.

**Steps to accept the "Auction terms":**

1. Click on "**Auction Terms**".
2. Then click on "**View term without DSC**"
3. Click on the relevant auction terms appearing under "**Term** "column.
4. Select the check box on the left-side of the relevant auction terms.
5. Click on the button besides "**Accept**".
6. Then click on "**Submit**".
7. A message will be displayed to you mentioning your acceptance to terms for auction.
8. It is mandatory to accept the terms of online bidding in order to proceed for submission of bid.

**Steps to Submit Price Bid**

1. Click on **"Bids."**
2. Then click on **"Live Auction.**"
3. Put your login password as transaction password
4. Select the auction id and click on add to watch list.
5. Now the bidding screen is visible.

*6a. **For Template Bidding***

1. Click on **Icon "T"** on left column of bidding screen (Which will appear separately **for each lot**).
2. A template form will open where you need to fill up the price & click on evaluate at the bottom
3. If you want to quote the evaluated price then click on **"confirm".**
4. After clicking on the confirm button of the template window, your price will appear in the **"New Bid"** box.

*6b. **For Non-Template Bidding***

1. Fill your Price in the "**New Bid Box**" visible on the bidding screen.
2. Select the check box at the extreme left of the bidding screen
3. Click on "**Submit"** button placed at the bottom left of the screen.
4. Bid once placed will have to be honoured.
5. You will see "**Bid Accepted"** in the "**Result**" column. This indicates that your bid is accepted and registered in the system.

**Steps to take a print-out of the receipt**

1. Once you have placed your bid, to download Bid Receipt, kindly click on "**Download".**
2. Then click on **"Bid Receipt for Open Tender".**
3. Select the auction to generate receipt.
4. Take print out of the same market-wise (Term List)/ item-wise (Auction list).

**Note:**

1. **Current price**, **Market status**, **Start Bid Price**, **Bid Decrement**, **Effective Price** will not be available.
2. Time remaining for the event to close will be shown under the Bid Summary screen.
3. For any clarification on the bidding process please contact

Mr. Manish Nandwana _ 9163348165_ manish.nandwana@mjunction.in

Ms. Monalisa Shaw _ 9163348297_ monalisa.shaw@mjunction.in

**Mr. Randhir Kumar Karn – 8873002772 - randhir.karna@mjunction.in for Bokaro Office**

A copy of System generated **acknowledgement-slip** for Online submission of sealed price bid to be submitted along with Techno-commercial Bid.

1.01.1 A & B 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.

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 six months and the Earnest Money will be forfeited.

vi) **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. Bidders are requested to provide Bank Details for refund of EMD.

b) The amount of Earnest money may be adjusted against Security Deposit only in case of successful Tenderer.

vii) 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.

viii) **Any conditional offer or offer having deviations from our qualifying requirement, specification & instruction sheets is liable to be rejected.**

ix) BPSCL reserves the right either to reject any/all the tenders without assigning any reason thereof.

## General Terms and Conditions

2.01 Bidders are requested to visit the site before submission of the bid to get acquainted with actual site condition.

2.02 You will have to follow and observe the safety & statutory requirements.

2.03 You will have to fully responsible for any sort of unsafe activity of your workmen.

2.04 All working personnel should have proper safety certificates issued by BPSCL before start of work.

2.05 Supervision of the work has to be carried out by the agency.

2.06 Work is to be carried out as per instruction & satisfaction of the Engineer-In-Charge.

2.07 Rates are to be quoted on firm price basis. Any conditional offer is liable to be rejected.

2.08 In case of any documents/information submitted by the bidder(s) found to be false or suppression of document or containing any misrepresentation of having any fraudulent declaration in it then in such eventuality legal action (including cancellation of contract, banning of business dealing, forfeiture of EMD, criminal proceedings etc.) as deemed fit may be initiated by BPSCL against the bidder.

2.09 **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 06 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.

2.10 Bidder will produce medical fitness certificate for his workers prior to CLC clearance for working at height. Height passes to be obtained from safety department.

2.11 You will have to strictly adhere to the provision of various labour laws including payment of bonus Act 1965.

2.12 You will have to pay Rs.4/- extra to the working persons as per BPSCL rules above minimum wage of one day.

2.13 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 without duly authenticated.

2.14 Tenders shall be accompanied by a copy of latest IT Return submitted, GSTIN of the Individual/Party/Firm submitting the Tender.

2.15 Paying authority –In - charge (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 **GST Related Clauses :**

**a.** All bidders should strictly quote GST as extra. Offers with GST as inclusive will not be acceptable and will be liable for rejection.

**b.** Bidders have to submit their GSTIN registration details to BPSCL along with supporting documents.

| | | | |
|---|---|---|---|
| 1 | **GSTIN** | | |
| 2 | Service Accounting Code No. | | |
| 3 | A | CGST (in %) | |
| | B | SGST (in %) | |
| | C | IGST (in %) | |
| 4 | **Total GST (3A+3B+3C) ( in %)** | | |

**c.** Bidder would pass on the tax benefit/savings, if any, on account of output taxes to BPSCL.

**d.** Bidder shall agree to do all things not limited to providing GST invoices or other documentation as per GST Law relating to the above Services, payment of taxes, timely filing of valid statutory returns for the tax period on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable BPSCL to claim input tax credit in relation to any GST payable under this agreement or in respect of any part under this agreement.

**a.** In case the Input Tax Credit of GST is denied or demand is recovered from BPSCL on account of any non-compliance by the Supplier/ Contractor, including non-payment of GST charged and recovered, the Supplier/ Contractor shall indemnify BPSCL in respect of all claims of tax, penalty and/or interest, loss, damage, costs, expenses and liability that may arise due to such non-compliance. Further, in case of any differential tax liability on account of any wrong classification/valuation etc. by the vendor, BPSCL will not be liable to reimburse any part of such differential tax, interest, penalty etc. It will be the sole responsibility of the vendor to discharge appropriate taxes, as applicable.

**b.** Supplier/ Contractor shall maintain high GST compliance rating track record at any given point of time.

2.19 The manpower (labour and Supervisor) deployed for completion of the job and for compliance of work & safety of the workmen should be adequate. However the compliance and completion of the job cannot be restricted to labour supply but on the actual execution of the job to be certified by the Engineer – In – charge.

2.20 **VDA Clause :** During operation of the contract, if there is an upward revision of minimum wages, VDA by the appropriate Government, the bidder shall be entitled to reimbursement of such additional amount on actual basis subject to production of documentary evidence. The base date shall be the Bid opening date OR Revised offer date (in case of negotiated prices)

2.21 **Work accident :**

**a.** You will be totally responsible for the safety of the workers employed by them. In the event of any work-accident, major or minor, your representative you must take care of the injured person immediately and provide him the required treatment as suggested by the doctor. The injured person may be admitted to BGH for the treatment by paying the charges as demanded by the hospital authority.

**b.** You shall be fully responsible for making payment of compensation to your own workmen or to those of your sub-contractor in respect of any accident or injury occurring to them. BPSCL will in no way be responsible for it and will remain indemnified against all such claims of compensation in such cases

2.22 **SUBMISSION OF PERFORMANCE GUARANTEE BOND FOR QUOTING UNWORKABLE RATE:**

If a tenderer quotes unworkable rates i.e. if the quoted price is less than the approved lower limit of the estimated price and is considered for placement of order, the party will be asked to justify the rate quoted. On non acceptance of justification / refusal of the same, the tenderer will be asked to furnish Performance Guarantee Bond (in addition to the Security Deposit) in the form of Bank Draft/Bank Guarantee. The amount of Performance Guarantee Bond will be equal to the difference between approved lower limit of estimated price and quoted price of the tenderer. Earnest Money of the tenderers who refuse to give Performance Guarantee Bond will be forfeited and they will not be considered for taking participation in any kind of Tender for next Six (06) months from the date of issue of letter to the Defaulter Firm, if order / contract is not finalised from the present tender.

*In case of forfeiture of Performance Guarantee Bond the contractor is required to re-imburse the applicable GST to BPSCL.*

2.23 **RATE FINALIZATION:**

BPSCL reserves the right to finalize the rate through either of the following modes:

1. a. Either through Online Seal Bid Price Bid obtained just before Reverse Auction

**OR**

b. Opening of Online Price (***submitted on www.buyjuntion.in***) submitted at the time of techno-commercial bid.

2. Through Reverse Auction to be conducted by our service provider M/s. mjunction.
3. If RA is not concluded for any reason, RA may be re-launched or case may be determined on the basis of online price received along with the techno-commercial bid.
4. Where it is decided not to conduct the RA, the techno-commercially accepted bidders shall be asked to submit physical decrement. In this case – On line price bid and physical decrements, shall be opened together on same day and case be processed.

2.24 **FORCE MAJEURE :** Bidder 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.

2.25 **The Parties should clearly indicate their prices firm in all respects till execution of the work order.**

2.26 **Special Instruction:** Tender will be opened on **04.05.2018 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.

**ANNEXURE - III**

# Scope of Work:

## 1. Preventive Maintenance :

1.1 To Inspect the Railway track daily and submit their report to Engineer In-charge.

1.2 Lubricating & oiling of fishplates and its bolts & nuts once a month or as the need may be.

1.3 Lubricating & Oiling of slide chair & liver box once a week or as the need may be after breakdown or any problem during changing/handling the Points & Crossings.

1.4 Creep adjustment (up to maximum of 75mm creep), local adjustment of curves, heavy pulling back and lifting of the track to maintained proper alignment of Railway Track.

1.5 Filling and spreading the ballast and throughout packing under the Railway track / Restored Railway Track wherever is required.

1.6 Tightening/locking the loose jaw, key, fishplates, bolts and nuts; wherever is required.

1.7 Changing the all damaged sleeper (by steel/PSC) and rail.

1.8 Pre-monsoon cleaning of side and catch water drains.

1.9 Cleaning of Muck Coal, and Ash slurry from affected track (if required).

1.10 Cleaning and Uprooting of grass/bush from the track or in the yard shall be done both side of the track in an average of 2.5M from the centre of line of the track during the period of Work Order.

1.11 Removal of muck or other material has to be done from both side of track upto sleeper's level so, that proper slope should be maintained for proper drainage of water from the track.

1.12 The work shall be executed as per work order and direction of site In-charge.

1.13 Transportation of Rail/Sleeper and other P. Way materials from various stores/site to work site manually or with the help of Dip-lorry as per direction of Engineer in-charge.

1.14 The Contractor's Supervisor or representative should submit the daily report of availability of all the consumables like kerosene, D.A & Oxygen gas, Grease, Mobile and Black oil.

## 2. Corrective (Breakdown) Maintenance :

2.1 Attending the derailment/breakdown site as quickly as possible with all types of tools, tackles, equipment's including cutting sets.

2.2 Re-railing of derailed various types of wagons/rail tankers/pusher car whenever such incidents take place and restored the Railway track as quickly as possible with sufficient manpower.

2.3 Assist the job of re-railing of loco in BPSCL area.

2.4 Evacuate the wagon (if required for restoration of track).

2.5 Regular supervision of re-railing equipment including safety of the equipment.

2.6 Cleaning and minor maintenance work of the re-railing machine and equipment.

2.7 Transportation of the Re-railing Machine and equipment at the derailment site and bring back the same to the assigned store room after completion of job.

2.8 Assist the service engineer of Re-railing machine during his quarterly visit for scheduled inspection of Re-railment equipment.

2.9 Contractor will have to start the re-railing work within one (01) hour from the time of occurrence of the derailment else Contractor will be penalized as per the penalty clause.

**SPECIAL TERMS & CONDITIONS:**

1. The contractor shall ensure deployment of **Minimum following Man power** per day throughout the year including Sundays & holidays for carrying out the above scope of work for Preventive & Corrective Maintenance:

   a. Un-Skilled Workers – 15 Nos.

   b. Skilled Workers including one welder cum gas cutter – 7 Nos.

   c. Non-Diploma Supervisors- 03 Nos.

   The above manpower will be engaged in General, A, B & C Shifts. Distribution of workers in shifts will be the discretion of Engineer In charge of the job.

2. Any special tools & tackles requirement for the minor maintenance will be arranged by Contractor.
3. Emergency light is to be arranged by Contractor at the working places where the electricity point is not available.
4. Hauling and blocking of the various types of wagon is to be carried out by Contractor.
5. If required, Contractor will have to assist the others maintenance activities in plant premises in which use of Re-railing machine (hydraulic Jack and pump) are required.
6. Contractor will arrange and maintain the Trolley to transport the derailment equipment including all its accessories whenever required.
7. Contractor will assist the service engineer of Re-railing machine during his quarterly visit for scheduled inspection of Re-railment equipment.
8. For attending the job, Contractor have to engage all categories of manpower with necessary tools & tackles.
9. Contractor will have to start the re-railing work within one (01) hour from the time of occurrence of the derailment. For this Contractor have to keep sufficient manpower round the clock on daily basis.
10. Contractor has to strictly comply with all safety rules & regulation of BPSCL. All safety appliances of reputed make are to be provided by Contractor for 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 Contractor.
11. Contractor will submit the mobile phone numbers of supervisors/representatives for each shift so that the assigned person in respective shifts could be communicated as per the requirement.
12. The area is very hazardous. Workmen have to work with all safety precautions. Safety of the workmen & the equipment will be entirely Contractor's responsibility.
13. As the area of work is highly sensitive with respect to safety hazards. Contractor must take proper works permit. Shutdown clearance and other instructions from engineer in charge will be taken by Contractor before starting the work. Contractor will follow all safety measures & precautions in this regards.
14. In case of non performance/ poor performance work order may be cancelled with ONE month prior notice to Contractor.
15. The contractor who refuses to carry out the work after acceptance of the tender with any reasons shall be disqualified for submission of tender in future for a period of **three years** and his Earnest Money Deposit against the work will be forfeited.
16. **Subletting Clause:** Successful bidder may sublet the job, under his technical supervision & administrative control, only for the purpose of labour supply (*to reputed confide, bonafide, similar experience and financially sound contractors*) with the prior written concern and approval of BPSCL. But bidder has to give undertaking during submission of their technical bid that technical expertise, supervision and all tools and tackles will be of them. (i.e. Principal Contractor).
17. **Materials to be Supplied by BPSCL:**

    BPSCL will provide the following consumables at free of cost as per requirement for job execution at one place and it is to be transported to various sites by contractor.

    i) Water, Electricity,
    ii) Welding Electrodes
    iii) D.A & Oxygen gas,
    iv) All the required grade of Grease, Mobil oil, lube oil, Hydraulic oil for re-railing equipment & Petrol as per the consumption.

v) The re-railing equipment to be used for the re-railing job including small spare parts if required for the minor maintenance of the equipment

**18. Materials to be supplied by Contractor:**

Contractor has to provide the following tools, tackles and equipment's namely

- **a.** Gauge with spirit level-2nos.
- **b.** Rail Tong- 8nos.
- **c.** Beater- 8nos.
- **d.** Crow Bar- 10 nos.
- **e.** Spanner- 10nos.
- **f.** Phowrah- 5nos.
- **g.** Ballast Rake- 5nos.
- **h.** Wire Claw(Panja)- 15nos.
- **i.** Hammer- 10nos.
- **j.** Bucket for shifting ballast and mucks and garbage
- **k.** Vertical and horizontal drill machine for drilling rails- 1no.
- **l.** Gascutting and welding set- 1no.and safety appliances as required for the work.
- **m.** Hauling fixtures

**19. Penalty Clause :**

a) If any derailment / breakdown take place, track shall be restored as quickly as possible after derailment for which sufficient manpower should be made available for restoration of track. If Contractor delay to start the Re–railment and restoration work within one hour, following penalty will be imposed on Contractor,

i) Delay up to first 01:00 Hr. to 02:00 Hrs. – Rs. 5000/-

ii) Delay beyond 02:00 Hrs. – Rs. 10,000/- per hour.

b) If the job is not started within one month from issue of work order/LOI, a penalty of 0.5% of contract value will be levied per week subject to a maximum of 5% of the contract value.

c) If monthly average deployment of

i. Un Skilled Workers is less than **15 Nos. per day**,

ii. Skilled Workers is less than **7 Nos. per day**,

iii. Non-Diploma Supervisors is less than **3 Nos. per day**,

a penalty of **Rs. 100/-** per man-day will be imposed over and above deduction of daily wages.

d) **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 1st 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 2nd 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 3rd 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 the order in case any Fatal accident occurs due to violations as mentioned in Clause (i) and (iv) above.

***Note:*** *In case penalty is imposed, you have to re-imburse the applicable GST to BPSCL.*

**ANNEXURE – V**

# PRICE BID/ FORMAT

**Special Instruction –**

1. *In the event of a L1 Bidder backing out prior to placement of order, in addition to forfeiture of EMD the bidder should be suspended for a period of six months from the date of issue of suspension order*

2. *Breakup of quoted unit **LC (Landed Cost) excluding GST** shall be submitted by the bidder. In case of refusal of L1 bidder to submit price break up, the bidder shall be suspended for a period of six months from the date of issue of suspension order.*

3. **Price Basis L1 bidder will be decided on lowest Landed Cost excluding GST Basis.**

| Sl.No | Description | Duration | Total Amount for One Year (Rs.) |
|---|---|---|---|
| 1. | Preventive and Corrective Maintenance of Railway Track as *per Scope of Work.* | 01 year | Online Price Bid (*Landed cost excluding GST*) through URL : **http://www.buyjunction.in** |
| | | **LANDED COST** | |

**Note:** GST extra as applicable

Signature with seal of tenderer

**ANNEXURE - VI**

**Notarized Affidavit**

I.....son/daughter of Shri ..... Aged..... years resident of .....PS.....District.....State.....do hereby solemnly affirm that:

(i) I am ..... (designation/authority) in M/s ..... (name of the firm/company).
(ii) I confirm that all documents submitted against Enquiry No. ..... dtd. ..... in support of eligibility criteria are genuine.
(iii) I undertake to produce all documents in original for verification as and when asked for the same by BPSCL.

| | |
|---|---|
| Solemnly affirmed & declared before me by Deponent(s) who is/are identified by ..... | The declaration made herein above are true to the best of our knowledge, information and belief<br><br>signed at .....On.....<br><br>Deponent(s) |

## ANNEXURE - VII

**CHECKLIST TO BE FILLED BY BIDDER EXCEPT REMARKS:-** All documents which is require for fulfill the qualifying requirement/ Eligibility criteria are to be submitted along with tender in serial order (clearly mention page no.) and the tenderer must fill the checklist of Annexure-V

**CHECKLIST 1- OF DOCUMENT SUBMITTED BY TENDERER**

| Sl. No. | Document | Submit/ Not Submitted | Page No. | Remarks by BPSCL |
|---|---|---|---|---|
| 1. | Valid work order | | | |
| 2. | Completion Certificate | | | |
| 3. | Partnership/ Proprietor | | | |
| 4. | EPF | | | |
| 5. | ESI | | | |
| 6. | Latest ITR | | | |
| 7. | * GSTIN | | | |
| 8. | Turnover/ PL Sheet | | | |
| *****If the agency is not under the preview of GST then please write Not applicable (N.A.). | | | | |
| **Total numbers of pages in Techno-commercial Bid** | | | | |

**CHECKLIST-2 [PLEASE TICK (√) THE ONE WHICH IS APPLICABLE AND CUT (X) ANOTHER]**

| | | |
|---|---|---|
| 1. | All document as per NIT and Checklist 1 | Submitted ( )<br>Not submitted ( ) |

**DECLARATION OF TENDERER:-**

*I M/s ……. hereby declare that to best of my knowledge, the information given in the checklist is correct and complete, if any mistake/ incorrect statement will be found then you have right to reject and cancel (my) tender/application without any notice. I also hereby declare that I have read the all terms and conditions of tender document carefully.*

**Signature of tenderer with seal**

(To be submitted on bidder's Letter Head)

**Format for Acceptance of General Terms & Conditions, Commercial Terms and all other Terms of the Reverse Auction**

We _____ (Contractor Name) having

PAN _____ & registered office at _____(Address)

agree to all the Commercial, General & other Terms & Conditions listed in the

NIT No._____ dated_____

for the work of _____ (subject work) through Reverse Auction.

We confirm that we are in a position to do the job as per the scope of work given in NIT/RFQ. We agree to participate in the Reverse Auction and abide by the rules.

We nominate an executive, whose details are given below, to put the bids on our behalf.

The details of the person authorized to bid on our behalf is as follows.

Name & Designation :

E-mail ID :

Contact phone nos. :

Address :

(Signature & Seal)

Place :

Date :

## Format for submitting last quoted prices

*(To be submitted on Company Letter Head of the Bidder)*

**(To be sent within 30 mins of conclusion of the Reverse Auction)**

To,

mjunction services limited
1st Floor, Tata Centre
43, Jawaharlal Nehru Road
Kolkata – 700 071

**Fax: 033 – 2288 3279**

**Ref: Reverse Auction for ……for Bokaro Power Supply Co. (P) Ltd. held on ……..**

Reference above, we hereby confirm our Market wise last quoted prices in the Reverse Auction held on …….. for ……for Bokaro Power Supply Co. (P) Ltd., Bokaro Steel City.

| **Market No.** | **Last Quoted Price** |
|---|---|
| | To be submitted by L-1 only after finalization of RA. |

We also confirm that we will submit item wise price break-up, within two working days from the date of Reverse Auction.

Signature :

Name :

Designation :

Date :

**ANNEXURE - X**

## ENVIRONMENT, HEALTH AND SAFETY

**EHS (Environment, Health and Safety) Clause for contracts where overall site is under BPSCL control**

**Bidder's Responsibilities**

The contractor shall during the entire term of contract undertake to perform the following obligations relating to environment, health and safety:-

1. Ensure that your workforce is not exposed to asbestos or asbestos containing atmosphere.
2. Take suitable control measures to ensure that the workers are protected from dust emission.
3. Monitor and ensure that the working area is free from any toxic gas, vapour and fume. Take adequate measures to reduce level of concentration below permissible limit. Exposure to any particular toxic gas, vapour or fume shall not exceed the maximum permissible limit prescribed in local regulation for any particular period of time. Ensure adequate ventilation and no immediate danger to life and health of personnel working at site.
4. Ensure that there is no flammable atmosphere and uncontrolled fire hazard in and around the work place. In case it is required to work in flammable atmosphere, implement safe working procedure and suitable control measures in order to work safely.
5. Ensure that the workers are protected from excessive noise and heat. Take adequate measures to reduce noise/heat level below the permissible limit.
6. Ensure safe access and egress in and around work place. Ensure proper maintenance of Platforms, staircases, ramps etc. Special care and all safety measures should be taken while working at height. Roof work and access to roofs must not be undertaken without prior permit.
7. All Personal Protection Equipments supplied by the bidder should be of internationally recognized standards. All tools and tackles bought by the contractor for use during the contract period should have proper and valid certification by competent authority.
8. All lifting equipments, tools and accessories provided by BPSCL should be maintained and returned back in sound condition after the completion of contract period.
9. Ensure that the illumination in and around workplace and access areas are maintained properly. Make sure to switch off the light, fan and air conditioners after use.
10. The bidder must ensure that all machinery and equipments are provided with earth fault circuit breakers at all times when using electrical leads. Use of electrical tape for temporary repair is prohibited.
11. Guards and covers for equipments/machineries are to be provided where ever necessary.
12. Gas cylinders shall be securely stored, transported, identified and used in line with legislation and EHS requirements.
13. Fire extinguishers and other fire fighting equipments provided in different locations should never be misused.
14. Bidder must ensure optimum use of water with minimum wastage.
15. Contractor shall also ensure that the work area is kept clean, tidy, & free from debris. The Bidder is also fully responsible for protection of ground and underground from pollution.
16. Identify and highlight potential hazards / risks existing.
17. Ensure suitable corrective actions are implemented for identified issues.
18. Provide adequate emergency and first-aid facilities and it should be available in all shifts.
19. All workers should be trained and communicated about the onsite emergency and evacuation plan.
20. All equipments and plant should be maintained in safe condition.
21. The Bidder and their Personnel admitted to site must conduct themselves in an orderly and safe manner and conform at all times to the EHS Requirements. Fighting, engaging in horseplay, being under the influence of or possessing alcohol or drugs, gambling, soliciting, stealing, immoral or otherwise undesirable conduct is not permitted and shall not be tolerated. Upon knowledge of such conduct, BPSCL shall exclude the concerned person from the site and take all other appropriate measures as deemed necessary. BPSCL reserves the right to perform random drug and alcohol tests.
22. The Bidder shall immediately notify BPSCL of any environmental incident, injury, illness, near-miss, unsafe condition or practice and any loss or damage to property, including incidents related to the Bidder Personnel. An investigation report assessing the root cause, corrective action, and preventative action shall be submitted by the Contractor to BPSCL within 24-hours of the incident's occurrence.