

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/09-10/PUR-132/NIT-175/3495
Dated 14.09.2009**

TENDER DOCUMENT

**SUBJECT: D/ACETYLENE GAS FOR INDUSTRIAL USE IN
RETURNABLE CYLINDER**

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

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Bokaro Power Supply Company (P) Limited
(A Joint Venture of SAIL & DVC)
Hall No. M-01, Old Administrative Building
Ispat Bhawan, Bokaro Steel City 827 001

NOTICE INVITING TENDER

No. BPSCL/CEO/P&C/09-10/ PUR-132/NIT-175/3495

Date: 14.09.2009

For and on behalf of BOKARO POWER SUPPLY COMPANY (P) LTD (BPSCL), sealed tenders in duplicate in four parts, i.e. Cost of Tender Document along with proof of qualifying requirements (Part A), EMD (Part B), Techno-commercial bid (Part-C) and Price bid (Part D) are invited by the undersigned from reputed manufacturers for supply of 'D/ACETYLENE GAS FOR INDUSTRIAL USE' with following specification & as per our drawings (to be supplied with tender documents)

Material Details:	
Item	D/ACETYLENE GAS FOR INDUSTRIAL USE IN RETURNABLE CYLINDER
Quantity	5670 M³ (1000 Cylinders)
Material Specification	AS GIVEN IN DESCRIPTION OF MATERIAL (SECTION IV)
Qualifying requirements: -	
i) The tenderer should have experience of supplying gases to Reputed Government Organisations, Public Sectors & Private Companies during last three years ending last day of month previous to the one in which offers are invited shall be either of the following; -	
a) One similar completed material supply costing at least Rs. 7,40,000/-.	
b) Two or more similar completed material supply costing of Rs. 3,70,000/- each	
ii) The party should have sound financial back ground and average annual turnover should not be less than 15.0 Lakhs in the last three financial years.	
iii) The tenderer has to submit documentary evidence for Sl. No. (i) & (ii) above along with the tender.	
iv) The successful tenderer has to supply the gas as per the requirement on telephonic call on regular basis.	
Other information: -	
Cost of Tender Paper (non refundable)	Rs. 1000.00 (Rupees one thousand only)
Last date & time for submission of tender	19.10.2009 up to 15.00 Hours
Bid Opening date & time (Part – A, B & C)	19.10.2009 at 15.30 Hours

General Terms & Conditions:

- i) Tenderers should obtain the tender documents from Company's website www.bpscl.in and submit the duly filled documents along with the cost of tender documents of Rs. 1000/= (Rupees One Thousand only) by way of demand draft drawn on any nationalised bank/scheduled commercial bank, drawn in favour of Bokaro Power Supply Co (P) Ltd, payable at Bokaro Steel City, in the office of the undersigned on any working day during office hours.
- ii) Tender shall be enclosed with EMD of Rs. 25,000.00 (Rupees Twenty Five Thousand only) in shape of DD/Bank Guarantee drawn on any Nationalised Bank / Scheduled Commercial Bank in favour of Bokaro Power Supply Company (P) Ltd., payable at Bokaro Steel City. EMD exemption, wherever applicable, may be availed of by Government organisations/NSIC/SSI units against entitlement documents.
- iii) BPSCL reserves the right to either reject any / all tenders without assigning any reason thereof and also reserve the right to alter the qualifying requirements.
- iv) **Any corrigendum/addendum/extension relating to this NIT including bid opening will be published through our website only and not through news paper.**

For and on behalf
Bokaro Power Supply Co (P) Ltd.
Sd/-
(JM Prasad)
AGM (P&C)

Section – I

1.00 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 Cost of Tender document, Proof of Qualifying Requirements along with a copy of latest Income Tax return Certificate and latest Sales Tax return Certificate, copy of purchase orders executed, marked with (Part-A) ‘Qualifying Requirements’, NIT No. & date
- b) **Part B:** This part comprises 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 Technical and Commercial details executed, consent on special terms & conditions framed under Section – II 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.

1.02 Tender Validity Period

The tender shall be valid for 90 (Ninety) days from the date of opening.

1.03 General

- i) The bidder shall complete the Bid Proposal in all respect by inserting correct applicable ‘data’ in the ‘blank box’ against each item/Sl. No. positively.
- ii) The tender rates shall be written in English, in ink 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, drawings etc. shall be initialed at the lower left hand corner and signed wherever required 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) DGS&D rates wherever available for the above item be quoted and concerned documents such as DGS&D certification and approved lists be attached with the quotation.
- vii) Proprietary Article Certificate (PAC) and Price Reasonable Certificate (PRC) stating that the prices charged are reasonable and the same being charged to all the Govt./Semi govt. organisations/ PSUs including D.G.S.&D. where applicable. Where agent commission is involved, the same in percentage invariably be indicated.
- viii) Mode of deposit of Earnest Money:
 - a) Every tender must accompany 'Earnest Money' in the shape of Demand Draft/ Bank Guarantee drawn on any nationalized Bank / Schedule Commercial Bank in favour of Bokaro Power Supply Company (P) Ltd., payable at Bokaro Steel City.
 - b) Earnest Money will be refunded to the tenderer after finalisation of tender and no interest will be paid for the same.
 - c) Public Sector Undertakings/ Govt. Undertakings/ NSIC/SSI units are exempted from depositing Earnest money against entitlement documents.
 - d) The amount of Earnest money will be adjusted against Security Deposit only in case of successful Tenderer.
- ix) 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.
- x) **Any conditional offer or offer having deviations from our specification & instruction sheets is liable to be rejected.**
- xi) BPSCL reserves the right either to reject any/all the tenders without assigning any reason thereof.

For & behalf of
Bokaro Power Supply Company (Pvt.) Limited
Sd/-
(JM Prasad)
AGM (P&C)

2.00 Terms and Conditions

- 2.01 Specification, quantity, unit rate, taxes, duties, freight, insurance, packaging, forwarding etc. should be mentioned separately and clearly.
- 2.02 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.
- 2.03 The Tenderer shall quote the unit rate in figures as well as in words. The rates quoted shall be inclusive of, in all cases, costs, taxes etc. It should be in the format given in PART ‘B’
- 2.04 Tenderers shall deposit Earnest Money amount of **Rs. 25,000/- (Twenty Five thousand Only)** in the form of DD / BG only in favour of Bokaro Power Supply Company (P) Limited payable at Bokaro Steel City along with their quotation.
- 2.05 Tenders shall be accompanied by a copy of latest IT Return submitted, Commercial Tax Clearance Certificate, Sales Tax Return Certificate of the Individual/Party/Firm submitting the tender.
- 2.06 Bank details mentioning account number, bank name, city, branch name and branch code should be mentioned in the offer.
- 2.07 Tenderer shall furnish materials test certificate from **Govt. Test House** along with supply.
- 2.08 Paying authority – Asstt. Manager (F&A), BPSCL but bill in triplicate duly receipted on the revenue stamp with a copy of TC & GC, Packing list etc. be submitted to Consignee: In-Charge (Stores), Power Plant, Bokaro Power Supply Company (P) Limited for processing of the same.
- 2.09 Tenderers shall quote their firm rates and no negotiations will be held except with the lowest tenderer, if required.
- 2.10 Supplies must be strictly in accordance with material specifications. Suppliers will be responsible for deviation whatsoever.
- 2.11
 - a) The supplier will be held responsible for the stores not being sufficiently and properly packed at his expenses for the transport by rail, road and sea; so as to ensure them being free from loss or injury at their destination. This will apply Ex-Godown office also.
 - b) Each bale or package delivered under our order shall at the expense of the supplier be distinctly marked with description and quantity of contents with the consignee’s name and address with gross weight with the name of supplier and with a distinctive number or mark which is also to be shown for the purpose of identification of the suppliers packing account.
 - c) Each bale or package shall contain a packing note quoting the number and date of our order showing its contents in detail.
- 2.12 In accepting the order you are understood to accept to all responsibilities for and infringement in registered design, trademark, patent rights etc.
- 2.13 Arrangements for insurance, where necessary, will be made by us. The name of the insurance Company shall be **Reliance General Insurance Company Ltd.** If insurance be arranged by supplier without our prior written approval, expenses will not be met by us.

2.14 Where a claim of Sales Tax is preferred and admitted, the supplier must satisfy that he is a registered dealer under Sales Tax Act and Possesses a Certificate of Registration in the firms name in which the supply is made and shall in proof thereof, while submitting bills for payment, furnish the number date and other particulars of such Certificate.

2.15 **Security Deposit :** The successful tenderer will have to deposit as security, for satisfactory execution of the order, an amount equivalent to 10% of the total value of the order in any form :- Bank Guarantee (as per BPSCL format), Bank Draft/ Bankers Cheque in Favour of Bokaro Power Supply Company (P) Ltd., B.S. City.

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 Purchase Order/ 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 purchase order / 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 consignee that there is no claim against the Successful tenderer under the Purchase Order / Contract.

- i) The Parties should clearly indicate their prices firm in all respects till execution of the order and on door delivery basis by Bank approved road transport to BPSCL Stores.
- ii) In case of asking any variation on any account whether raw materials or sales tax or excise duty or transportation etc. will not be treated as firm price on that account and hence parties should state everything clearly.

2.16 **Delivery Required: As per requirement on telephonic call on regular basis.**

Note : Without any specific mention regarding Sales Tax, packing and forwarding charges, they would be taken as included in the quoted prices and no claim for these would be entertained latter.

Maker's name brand, if any and Country of Origin should be quoted, otherwise tender will be rejected.

Special Instruction: Tenders must signify their willingness to submit security deposit. Tender will be opened on **19.10.2009 at 03.30 PM**. If it is declared a holiday by BPSCL then in the next working day in the presence of Tenderer's Authorized Representatives, who wish to be present.

For & behalf of
Bokaro Power Supply Company (Pvt.) Limited
Sd/-
(JM Prasad)
AGM (P&C)

3.00 Instruction Sheet

- 3.01 Tenderer must agree with furnishing of certificate for material composition along with supply of the material.
- 3.02 Tenderer must agree with despatch of materials after duly stamped by inspecting authority.
- 3.03 Tenderer must agree with Price Basis F.O.R. BPSCL Stores.
- 3.04 Tenderer must agree with Payment terms of 100% against GRN. In case of payment to be made through dispatch documents all Bank Charges shall be borne by Supplier.
- 3.05 Tenderer must agree with validity of offer for 90 days from date of opening of Techno-Commercial bid.
- 3.06 **Delivery:-**
- a) Timely delivery is the essence of the contract.
- b) In the event of supply not being effected within the contractual delivery schedule given in the order, liquidated damages @ ½ % of the value of the materials with taxes and duties, per week of delay or part thereof, subject to a maximum of 05% is recoverable from the supplier without prejudice to the right of BPSCL to procure the balance material at the risk & cost of the supplier.
- c) In the event of failure to supply the goods, or part thereof, within the contracted delivery period, BPSCL reserves the right to cancel the contract part thereof, and if so desired, to purchase the goods from alternate source at the risk and cost of the defaulting supplier.

For & on behalf of
Bokaro Power Supply Company (Pvt.) Limited
Sd/-
(JM Prasad)
AGM (P&C)

4.0 Description of Material

Item	D/Acetylene Gas for Industrial Use in returnable cylinder
Quantity	5670 M³ (1000 Cylinders)
Material Specification	One D.A. Cylinder contains of gas @ 5.67 M³ at a pressure of 10-12 Kg/cm². Hence total cylinder required = 5670 / 5.67 = 1000 Nos.

For & on behalf of
Bokaro Power Supply Company (Pvt.) Limited
Sd/-
(JM Prasad)
AGM (P&C)

Bokaro Power Supply Company (Pvt.) Limited
 (A Joint Venture of SAIL & DVC)
PART 'C'

Tender Form/ Bid Proposal Sheet

1. Enquiry/NIT No. BPSCL/CEO/P&C/09-10/ PUR-132/NIT-175/3495

Date: 14.09.2009

Date of Opening 19 10 2009
 Day Month Year

2. Name of the firm : M/s
 Phone No. Fax No. Email

3. Address of the firm :

- a) Head Office:
- b) Registered Office :
- c) Local/Branch Office :
- d) Works :
- e) Authorised Distributor/Agent, If any :

4. Registered with
 ('01' NSIC/ '02' SSI/ '03' NSIC & SSI/ '04' DGS&D/ '05' None)
 Proof for '01' to '04' attached: YES / NO

5. Manufacturer/ Make of the item(s):
 M/s
 (annexure may be attached)

5. (a) Specify relevant specification No.
- (b) Whether Certified by BIS or any other International Standard.
 ('01' Yes/ '02' No) ?
- (c) Whether Certified by ISO?
 ('01' Yes/ '02' No) ?

6. Furnished along with the offer / tender

- (a) Technical Literature
 ('01' Yes/ '02' No) ?
- (b) Drawing
 ('01' Yes/ '02' No) ?
- (c) Sample
 ('01' Yes/ '02' No) ?

7. To be furnished

- (a) Drawing within days of date of the P.O.
- (b) Sample within days of date of the P.O.

8. Delivery (a) at
- (‘01’ Consignee Site / ‘02’ Works / ‘03’ Consignee’s nearest Transporters godown / Railway Station)
- (b) Period days from
- (‘01’ Date of P.O./ ‘02’ Date of approval of Drawing/ ‘03’ Date of approval of Sample / ‘04’ Date of Issue of guiding sample)
9. Inspection: At
- (‘01’ Consignee’s Site / ‘02’ Works / ‘03’ Airport or Dock / ‘4’Specify if any other)
10. Testing: At
- (‘01’ Consignee’s Site / ‘2’ Works / ‘03’ Govt. Test House/ ‘04’ Govt. Approved Test House/ ‘5’ Specify if any other)
11. Guaranteed Period:
- a) months from date of dispatch and
..... months from the date of commissioning whichever is earlier
- b) of running hours.
12. Security Deposit : 10% of value of P.O. in the form of
- (‘01’ BG ‘02’ Bank Draft/ ‘03’ Bankers Cheque / ‘04’ Retention from Bill)
13. Security Deposit cum performance Guarantee: 10%
- of value of P.O. in the form of
- (‘01’ BG ‘02’ Bank Draft/ ‘03’ Bankers Cheque / ‘04’ Retention from Bill)
14. Liquidated Damage: 1/2 % per week subject to maximum
05% of undelivered value.
15. Validity of offer upto:
- Minimum for a period Day Month Year
(of 90 days from the date of opening)

Bokaro Power Supply Company (Pvt.) Limited

(A Joint Venture of SAIL & DVC)

PART 'D'

Commercial Terms

Enquiry/NIT No. BPSCL/CEO/P&C/09-10/ PUR-132/NIT-175/3495

Date: 14.09.2009

Price:

Item Description	Quantity	Rate/ Unit	Excise Duty	Sales Tax	Amount after Rebate/ Discount (Rs.)
D/Acetylene Gas for Industrial Use in returnable cylinder	5670 M ³ (1000 Cylinders)				

1. Note :

- i) Freight, insurance, packing, forwarding etc. to be mentioned separately & Clearly
- ii) Conditional offer is liable to be rejected.

2. Price Based on :

(01 door delivery at BPSCL Stores site/ '02' up to Transporters godown nearest to BPSCL Stores / '03' F.O.R. Destination nearest to Railway Station / '04' Ex-works or showroom or godown / '05' F.O.R. Dispatching Railway station).

3. Discount / Rebate :

('00' Not Applicable. Other wise mention percentage on quoted basic price)

4. Packing :

('00' Not Applicable. Other wise mention percentage on quoted basic price)

Note: If not indicated 1% on quoted basic price against packing will be loaded for the purpose of ranking of offer.

5. Forwarding :

('00' Not Applicable. Other wise mention percentage on quoted basic price)

Note: If not indicated 1% on quoted basic price against forwarding will be loaded for the purpose of ranking of offer.

6. Sales Tax :

('00' Inclusive with Concession Form/'01' Inclusive without Concession Form/'02' Not Applicable/'03' Extra

If '03' mention percentage on quoted price.

.....%

Note: If not indicated the current Sales Tax with or without concession form will be loaded for the purpose of ranking of offer.

7. Surcharge on Sales Tax:
 ('00' Inclusive with Concession Form/'01' Inclusive without Concession Form/'02' Not
 Applicable/ '03' Extra
 If '03' mention percentage on quoted price.%

Note: If not indicated the current surcharge on Sales Tax if applicable will be loaded for the purpose of ranking of offer.

8. Service Charge : %
 (If applicable, indicate percentage on quoted basic price.)

9. Excise Duty:
 ('00' Inclusive /'01' Not Applicable/ '02' Extra
 If '02' mention percentage on quoted price.%

Note: If not indicated the current Excise Duty will be loaded for the purpose of ranking of offer.

10. Basis of Excise Duty:
 ('01' Firm/ '02' AS applicable at the time of delivery)

Note: If '02' 8% of excise duty will be loaded for the purpose of ranking of offer.

11. Special Excise Duty (Education cess):
 ('00' Inclusive /'01' Not Applicable/ '02' Extra
 If '02' mention percentage on quoted price.%

Note: If not indicated the current Special Excise Duty will be loaded for the purpose of ranking of offer.

12. Basis of Special Excise Duty:
 ('01' Firm/ '02' As applicable at the time of delivery)

Note: If '02' 03% of excise duty will be loaded for the purpose of ranking of offer.

13. Octroi /any other Levy:
 ('00' Inclusive /'01' Not Applicable/ '02' Extra)
 If '02' mention percentage on quoted price.%

Note: If not indicated the current Octroi/ any other Levy will be loaded for the purpose of ranking of offer.

14. Freight Charge:
 ('00' Inclusive /'01' Not Applicable/ '02' Free Delivery/
 '03' Freight Charge in percentage on quoted basic price%
 or in lump sum.) Rs.....

Note: If not indicated 3% on quoted basic price will be loaded for the ranking purpose and payment will be restricted at actual but not exceeding 3% of quoted price.

15. Basis of Freight Charge:
 ('01' Firm / '02' at actual against documentary evidence
 through Bank Approved Transporter)

Note: If '02' 05% of Freight Charge will be loaded for the purpose of ranking of offer.

16. Freight Charges based on :
('01' by Road / '02' by rail on freight paid basis/ '03' through messenger or courier)

17. Payment Terms:
('01' BPSCL payment terms 100% within 30 days after receipt
of materials in good condition/ '02' Any other, specify

Note: I) If payment is made through bank, bank charges to be borne by the firm.
II) Advance/ Payment against PI is not allowed.

18. Insurance:
('01' against BPSCL Open Transit Policy/ '02' Any Other
specify with percentage

Note: i) Against '01' the actual percentage of BPSCL's Open Transit Policy will be loaded.
ii) Against '02' & '03' percentage indicated by the firm will be loaded.
iii) If silent, 0.15% will be loaded.