

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/C-057/NIT-
161/2054 dated 18/07/2009**



TENDER DOCUMENT

**NAME OF WORK: Linkage materialization, shortage minimization,
Record maintenance & Freight pre payment to
Railway for Boiler coal from CCL & BCCL collieries
to BPSCL.**

**COST : Rs. 4000/-
(Rupees Four thousand only)**

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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/09-10/C-057/NIT-161/2054

Date : 18/07/2009

Sealed Tenders in four parts separately containing

a) Part - I : Cost of Tender document and documents in support of eligibility criteria,

b) Part-II : Earnest Money Deposit,

c) Part- III : Technical & Commercial Offer in duplicate and

d) Part – IV : Price Bid in duplicate

are invited on behalf of Bokaro Power Supply Company (P) Limited, from reputed, experienced and financially sound firms for the following work at our Thermal Power Station

Description of Work	Linkage materialization, shortage minimization Record Maintenance & Freight pre payment to Railway for Boiler Coal from CCL & BCCL collieries to BPSCL.
Estimated Amount (in Indian Rs.)	Rs. 02,82,03,000/- (Rupees Two crore eighty two lakhs & three thousand only)
Earnest Money (in Indian Rs.)	Rs. 05,64,060/- (Rupees Five lakhs sixty four thousand & sixty only)
Cost of tender documents (Non-refundable) (in Indian Rs.)	Rs. 4000/- (Rupees Four thousand Only)
Time of Completion	01 (One) year. Extendable for another two years as per mutually agreed terms and conditions of the contract.
Last date & time of subm. of tender	21/08/2009 at 15.00 Hrs. (IST)
Bid opening Date & Time.	21/08/2009 at 15:30 Hrs. (Part I, II & III)

Qualifying Requirements :

- A. Should have previous experience of three (03) financial years in the following area.
 1. Liaisoning with Coal Company relating to coal from BCCL/CCL at loading points.
 2. Liaisoning with East Central/South Eastern Railway.
 3. Supervising loading of Coal rakes at any pit head/colliery of BCCL/CCL.
 4. Monitoring/Escorting of the Coal rakes for controlling shortages. Relevant satisfactory performance records to be submitted.
 5. Should have handled at least Three State Electricity Boards/Power Generating Companies each having contracted quantities not less than fifteen (15) Lacs tones in a year separately.
- B. The Tenderer should have Average Annual Turnover of min. Rs. 2.40 Crore for last three consecutive financial years.
- C. The Tenderer should have experience in making prepayment of Railway freight of Rs. 18.00 Crore per annum on behalf of their customers in each of the last three financial years for booking of Coal rakes.
- D. The Party should have full fledged office equipped with computers (including e-mail facilities), Fax, Telephone at Kolkata & also communication facilities at coal fields for day to day communication.

- E. The Party should have sufficient work strength/employee in respective field of work as stated in (A) and the party should submit the exhaustive employee list along with their PF account details/documents for last three (03) financial years.
- F. The Bidder should submit I.T return for last three (03) financial years.
- G. Experience as Sub-contractor will not be considered.
- H. Party should be capable to keep validity of offer for 180 days from the date of opening of Tender.
- I. The bidder shall furnish up-to-date authenticated copies of service tax clearance certificate, EPF No., ESI No. and Service Tax registration No.
- J. Financial condition of the bidder must be sound enough and net worth positive.
- K. Work orders and other documentary evidences showing fulfilling the above qualifying requirements must be submitted.

General Terms & Conditions:

- i) Cost of the tender documents **Rs. 4000.00** (non-refundable) shall be deposited in the form of Demand Draft / Banker's Cheque drawn in favour of Bokaro Power Supply Company (P) Ltd on any Indian nationalized / schedule commercial bank, payable at Bokaro Steel City.
- ii) Tender shall be enclosed with EMD of **Rs. 5,64,060.00 (Rupees Five lakhs sixty four thousand sixty Only)** in shape of DD/Bank Guarantee drawn on any scheduled commercial Bank in favour of Bokaro Power Supply Company (P) Ltd., Payable at Bokaro Steel City. EMD exemptions wherever applicable may be availed of by Government organizations/ SSI units against entitlement document i.e. NSIC registration.
- iii) Tender shall be received up to **15.00 Hrs. on 21/08/2009.**
- iv) The undersigned reserves the right to either rejects any/all the tenders without assigning any reason thereof & also reserves the right to alter the qualifying requirements.
- v) Tender papers shall not be sent by post/courier service.

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/-
(Rakesh Ranjan)
Superintending Engineer (P&C)

Annexure-I

Salient Points of the Contract for the Bidders

1. **BPSCL** has the linkage through FSA with the coal companies of CCL & BCCL for a quantity of 80, 000MT & 46,000 MT respectively of the following grades & sizes of coal:-

1. **Size** - <200mm.
2. **Coal** - Middling Coal
3. **Grade** - Grade-D, NLW, Non coking washed power coal, R/c & W/c
Power

2. For calculating L-1 bidder among the bidders the following formula will be used:-

Say, for item no. -1 the bidder quote- **X**

For item no. -2 the bidder quote- **Y**

& for item no. -3 the bidder quote- **Z**

Then the L1 will be decided on the lowest value for **-0.3X+0.3Y+0.4Z=A**

Note:- Item no. -1 is for Linkage Materialization

Item no. -2 is for Shortage Minimization

& item no. -3 is for prepayment of Railway freight.

If the value of 'A' is found same for two or more bidders then the lowest quotation price calculation from $X+Y+Z=B$ will be considered as L1 bidder.

- 1. The Scope of work interalia includes the following acts to be performed by the Party.**
- a). The party shall be responsible to ensure that the maximum supply of coal against the required quantity of coal by Railway from the allotted collieries to Bokaro Power Supply Company Limited so as to maintain the uninterrupted generation of power to meet the demand of the system and to build up & maintain adequate stock to meet 15-20 days requirement of power Plant.
 - b). The Party shall supervise and ensure that the coal is loaded to the full carrying capacity of wagons up to prescribed limits.
 - c). The Party shall ensure and follow up with the coal authorities at the collieries end and ensure that adequate indents of the Railway wagons are being submitted by the Coal authorities and also to obtain a regular allotment from the Railways. The party shall keep BPSCL informed about the movement, dispatches, and receipts at BPSCL.
 - d). The party will have to post adequate manpower at various sidings, collieries and the power station, and submit the contact mobile number of the persons posted at the loading points.
 - e). In order to have the up-date information about movement of rakes on daily basis to power station, the party will have to keep power station and the corporate office of BPSCL informed the following matters on daily basis.
 1. Rakes received by coal companies, sidings wise.
 2. Rakes under loading.
 3. Made over of wagons of different locations.
 4. RR. No. & weight of the rakes with wagons nos. along with destination.
 5. Rakes in pipeline.
 - The above information will be Faxed invariably to Power Plant & to corporate office of BPSCL daily in the morning at 11:00 AM.
 - The Party will have to submit a fortnightly & monthly report in detail showing progress of Linkage Materialization and Shortage Minimization.
 - f). Similarly, it will be duty of the Party to inform BPSCL regarding the movement of rakes as and when required and therefore the continuous monitoring of rakes in pipeline, its location etc, will have to be kept ready by the Party.
 - g). In order to maintain the quantity of coal, the Party will have to observe loading in the wagon by fresh coal of the mines. In case fresh coal is not available, alternatively the stacked coal strictly exclusive of burnt coal, impurities etc, may be allowed with information to BPSCL. The Party should also ensure that only sized coal (200mm) having no extraneous material is loaded in the wagons for dispatch to the power station. The Party should see that if such coal is coming to the sidings then lodge a complaint with colliery officials and report the same to BPSCL and stop loading of such coal.
 - h). The Party will have to ensure that prior to onset of monsoon the coal stock at Power Station are adequate.

- i). The Party shall be vigilant and try to solve out the route restriction, allotment limitations imposed by the Railways, paucity of wagons etc and keep BPSCL informed on day to day basis.
- j). The Party shall ensure that the wagons/rakes which are booked to BPSCL Power Station shall not be diverted by the Railway authorities. The Party shall convince the Railway authorities on behalf of BPSCL not to divert any of the rakes allotted and booked for BPSCL. Despite of these efforts, if the Railways authorities divert any of the rakes the contractors shall immediately inform BPSCL.
- k). The Party shall take up with coal company to ensure that the crushing, Sizing and screening arrangements at the collieries are always in working condition. In the event of non working or failure of said arrangement the party shall immediately lodge complaint with the concerned authorities of collieries under intimation to the respective Power Station and ensure that the defects are immediately rectified by the colliery.
- l). The Party shall ensure that the coal company should obtain the clear Railway receipts with all detail from Railway authorities after loading the coal before dispatch of the wagons. The Party shall collect such clear RR from coal companies and submit the same to the "Concerned person" or respective Power Station in minimum possible time. However, as an immediate measure the RR's are to be faxed on the day of receipt of the power Station and original RR's to be handled over within short period of time (07 days) to Power Station.
- m). The Party shall ensure programme of wagons bracket labeling including the full details such as:
 - a). Name of Colliery
 - b). Type of coal in full form along with its declared grade etc.The detail should be affixed on wagons and they are affixed in manner so as to remain on wagons till wagon reaches to destination to enable clear identification of wagons for sampling.

Maintenance of Records :-

- a. The agent shall be required to post in 'Finance & Account' section of Bokaro Power Supply Company Limited his qualified, competent and computer savvy representative having previous experience of maintaining records relating to payment of advances to coal companies, adjustment of the same, processing of freight payment of Railways, maintaining of records of CCL/BCCL/Railways, calculation of penalty, drafting of correspondences and all work related to said procurement.
- b. The representative will also be required to maintain all necessary records and register, which will facilitate quick retrieval of information relating to coal procurement/consumption and facilitate reconciliation.
- c. The said representative will work independently and will report to Head of Finance BPSCL or any other executive delegated by him.

- d. The said representative will not directly interact with coal companies or Railways or other agencies associated with the said procurement.
- e. Utmost care is to be exercised in processing the claims of coal companies and Railways. The agency will be fully responsible and will be suitably penalized if any mistake of willful nature, with intent to provide any financial benefit or otherwise to any person (s) or agency is committed by its representative.
- f. Accounting of missing wagons and diverted rakes would also be recorded and computerized for case in reconciliation.
- g. The agent should provide assistance to BPSCL officials who may visit the Collieries/Railways officer for discussion pertaining to coal supplies/movements and other related matters.

2. Weighbridge:

The Party shall have to keep BPSCL informed regularly about the status weighbridge/s operating at Railway sidings of coal fields. The Party shall have to keep watch for correctness of weighbridge of Coal Company. If any defect is found in the weighbridge weighing, they have to immediately rush to the coal company to attend the problem and also inform BPSCL to take corrective action. You have also to witness the periodical stamping of weighbridge conducted by weights & measurement department.

3. Period of Contract

This contract is for a period of (01) one year from the date of issuance of work order. This may be extended for another two years as per mutually agreed terms and conditions of the contract. If the performance is not found to be satisfactory the contract would be terminated within a notice period of two months.

Estimated quantity to be handled vis-à-vis coal linkage of 14,28,000 Lacs/MT year. The quantity indicated is tentative and subject to variation.

4. Change of Quantity

- BPSCL reserves the right to vary the total coal quantity.

- BPSCL reserves the right to add or delete the linkage partly or fully into the Scope of the party for the Power Station from any particular colliery during the period of this contract.
- If the Party is asked to regulate (reduce) coal supplies to the Power Station, the quantity so intimated will be taken as basis for linkage materialization. Similarly, if the supplies are regulated or restricted by Coal Company or Railway authorities for any reasons which are beyond the control of the contractor, the pro-rata reduced quantity will be taken as basis for linkage materialization.

5. Prepayment of Railway Freight

- I. Prepayment of Railway Freight at dispatch points of CCL/BCCL and monitoring movement of middling coal up to BPSCL is the responsibility of the Contractor.
- II. The contractor shall ensure that no consignment is dispatched to BPSCL without payment of Railway Freight. However, if any consignment is dispatched to BPSCL on 'Freight to Pay' basis and surcharge and interest if any, becomes payable to Railway by BPSCL at the time of taking delivery, then the additional costs so involved shall be to the account of the contractor.

6. Performance Deposit

The Party might be permitted at the discretion of the competent authority to pay an amount equal to 2.5% of the value or order by crossed Demand Draft in the name of BPSCL or shall furnish the irrevocable Bank Guarantee for a value of 2.5% of the value of the order from the Nationalized Bank in the proforma acceptable to BPSCL towards the security deposit for the performance of the contract. The said Bank Guarantee shall be kept valid for the period of the contract and shall cover the continuation period in case of continuation of this order.

7. The amount of Security Deposit shall remain with BPSCL till the contract is satisfactory executed and no disputes are pending between BPSCL and the contractor.
8. No interest shall be paid by BPSCL on the amount of Security Deposit and performance guarantee.

9. Deduction of Income Tax

Income Tax at the prescribed rate shall be deducted at source from the monthly R.A Bills of the Party as per the Income Tax Act & Rules. Necessary certified of deduction of Income Tax at source shall be issued and furnished to the Party.

10. Insurance

The Party shall take Insurance policy at his own cost in respect of employees employed by him in pursuance of execution of the contract who are working in the Power Station or Colliery/Loading Points/Railway Yard.

11. Payment

- a. The contractor shall submit monthly R.A. bills in duplicate for the work done in the preceding calendar month to controlling officers of the Power Station for certification and onward transmission for payment. The Bills of the contractor shall be paid within 15 days from the date of receipt of the bills by the power Station. The charges to be paid to the party toward shortage minimization, coal wagons shall be computed on the basis of month wise average weight per wagon based on weighment at Thermal power station end. Power Station weighment/s shall be done by BPSCL on weighbridge/s installed at Power Station and readings taken by BPSCL representative shall be binding on the party.
- b. In case, it is felt that weighbridge at any particular loading point is not working properly; the contractors will take steps for its rectification to be done by the concerned person of the colliery. If no rectification is done, the bidder will have to intimate BPSCL immediately. In that case the average weight of the preceding month at the loading point will be considered.

12. Reimbursement of Railway Freight

100% bill toward reimbursement of Railway Freight along with payment vouchers in respect of Railway Freight and copies of RR's shall be submitted once in (10) ten days payment will be made on the 15th day from the date of submission of bills along with relevant documents. The schedule of submission of bills shall be as under...

Billing Period	Due dates of bill submission (on or before)	Due dates of payment
1 st to 10 th of the month	15 th of the month	30 th of the month
11 th to 20 th of the month	25 th of the month	10 th of the subsequent month
21 st to end of the month	5 th of the subsequent month	20 th of the subsequent month

Rate Structure

Say per MT rate quoted by the Party is X i.e the basic rate. The payment, say Y per MT will be as follows:-

Sl.	For the job indicated in Tender	Value of Y		Payment
a)	Linkage materialization as per weighment at Thermal Power Station (in case weighbridge out of order RR weight will be considered including logistic control.	50% of X	For Linkage materialization as per weighment at Thermal Power Station	
			1) Up to 85% (85% inclusive)	Nil
			2) Above 85%-90% (90% inclusive)	95% of Y
			Above 90%-100% (100% inclusive)	100% of Y
			Above 100%	100% of Y(Max)
b)	Shortage minimization including loading and weighment supervision at loading end.	50% of X	Monthly shortage between Actual RR weight weighment at loading point & weighment at Power Station (BSL).	
			1) If there is no shortage & the difference is >+0 then a bonus /reward will be given equivalent to the 20% of the excess coal value.	
			2) Within 1%(inclusive 1%)	Y
			3) Above 1%-1.5%(inclusive 1.5%)	90% of Y
			4) Above 1.5%-2.0%(inclusive 2.0%)	80% of Y
			5) Above 2.0%-3.0% (inclusive 3.0%)	70% of Y
			6) Above 3.0%-	Nil

Penalties

➤ Penalties will be levied under following heads namely...

- A. Non-Fulfillment of Linkage materialization.
- B. Increase in shortage(excessive shortage in wagon)

➤ Penalties will be levied as per table given below...

Sl.	For the job indicated in Tender	Value of Y	Payment	
a)	Linkage materialization as per weightment at Thermal Power Station (in case weighbridge out of order at loading and unloading end. In case of any of the weighbridge is in operation the weightment of the same will be treated as final. RR weight will be considered including logistic control.	50% of X	For Linkage materialization as per(BSL) weightment at Thermal Power Station for shortfall from materialization of 85%,	
			1) 80%- 85% (85% inclusive)	10% of Y
			2) Below 80%	20% of Y
b)	Shortage minimization including loading supervision. (The party will have to borne any over loading charges imposed by Railway due to overloading of wagons).	50% of X	Monthly shortage between actual RR/Loading weight & weightment at Power Station.	
			1) Above 3.0%-	20% value of (coal + Freight) for the shortage quantity which is more than 3%.

Submission of Rate in format :

Sl.	For the job indicated in Tender	Rate (Rs.)
1.	BCCL/CCL to BPSCL towards Linkage Materialization	Rs.....+ Service Tax
2.	BCCL/CCL to BPSCL towards shortage Minimization	Rs.....+ Service Tax
	Service charges for prepayment of Railway freight service	Rs.....+ Service Tax

(Total Rupees

.....)

Schedule of Quantity

Name of Work:- Linkage Materialization, Shortage Minimization & Record Maintenance of Boiler Coal at BPSCL office

Sl.	Description of work	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1.	Linkage materialization & Record maintenance of Boiler coal at BPSCL office for period of (01) one year.	MT	14,28,000		
2.	Shortage Minimization of Boiler coal at BPSCL office for period of (01) one year.	MT	14,28,000		
3.	Service charges for prepayment of Railway freight.	MT	14,28,000		
				Total	

(Total Rupees

.....)

General terms & Conditions for the above work

- 1) You will have to follow and observe the safety & statutory requirements.
- 2) You will have to be fully responsible for any sort of unsafe activity of your workmen.
- 3) All working personnel should have proper safety certificates issued by BPSCL before start of work.
- 4) Supervision of the work has to be carried out by the agency.
- 5) All the working tools & tackles, men, material, welding machine etc., safety appliances like safety helmet, safety boot, hand gloves and personnel protection equipments like earplugs, masks are to be provided to the labours by you at your own cost. All safety appliances of reputed make are to be provided by you for your workers in presence of AGM(P&A) & Safety Officer of BPSCL. The list and make of safety appliances may be obtained from safety officer
- 6) Work is to be carried out as per instruction & satisfaction of the Engineer-In-Charge.
- 7) Rates are to be quoted on firm price basis. Any conditional offer is liable to be rejected.
- 8) Penalty clause:
 - a) If work is delayed beyond contractual period, a penalty @ ½ % of contract value per week for delayed portion subject to maximum limit of 05% of contract value will be deducted from bills.
 - b) Violation of safety will be penalized as per annexure attached for safety.
- 9) Safety of the 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.
- 10) Contractor will produce medical fitness certificate for his workers prior to CLC clearance for working at height. Height passes to be obtained from safety department.
- 11) You will have to strictly adhere to the provision of various labour laws including payment of bonus Act 1965.
- 12) You will have to pay Rs.4/- extra to the working persons as per BPSCL rules above minimum wage of one day.
- 13) The tenderer / contractors in the tender shall quote contract price as per circular / notification published by the State Government in regard to rates of payment of VDA in vogue. Nevertheless should there be any enhancement / increase in the rates of VDA circulated and notified by the State Government thereafter the VDA shall be reimbursed to the contractor subject to production / submission of authentic certification of the actual payment to the actual workmen deployed for the work under contract and certified by the agency as per the wages in the contract.