

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/15-16/PUR-273/NIT-569/1219

Dated 03.03.2016

TENDER DOCUMENT

**SUBJECT: PROCUREMENT OF SULPHURIC ACID
(COMMERCIAL GRADE)**

**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/15-16/ PUR-273/NIT-569/1219

Date: 03.03.2016

For and on behalf of BOKARO POWER SUPPLY COMPANY (P) LTD (BPSCL), sealed tenders in three parts, i.e. Cost of Tender Document & EMD (Part A), Techno-Commercial bid (Part-B) and Price bid (Part -C) are invited from reputed, experienced & financially sound firms for following items.

Material Details:	
Item	SULPHURIC ACID (COMMERCIAL GRADE)
Quantity	AS GIVEN IN DESCRIPTION OF MATERIAL (Section-IV)
Material Specification	AS PER SECTION-IV.
Qualifying requirements: -	
1. The tenderer should have minimum average annual turnover (MAT) of Rs. 1,01,73,000.00 (Rupees One Crore One Lakh Seventy Three Thousand) only. ➤ Average annual turnover shall be determined taking into consideration turnover of available proceeding three consecutive financial years. Other income shall not be considered for arriving at annual turnover. ➤ Audited annual account along with auditor's report of the bidder should be furnished in support of the same. Where audited account is not mandatory as per the law, the bidder has to submit annual financial turnover during the consecutive last three (03) years ending 31st March of the previous financial year duly certified by CA. 2. The bidder should be either of the following:- a) An original manufacturer of Sulphuric acid (commercial grade) as per IS standard. OR b) An authorized dealer/distributor/supplier of the original manufacturer of sulphuric acid (Commercial Grade) to any PSU / Government Organization / Semi Government organization or Joint Ventures of PSUs / Govt. Organization / Both or Company registered under Company Act 1956. Proof of the same with certificates of authorization by the original manufacturer in form of last purchase order must be submitted along with the bid. 3. The bidder shall furnish latest IT return, Sales tax registration certificate. 4. The bidder is required to submit self-attested photocopies of documents in support of their eligibility and experience. In addition, bidder shall submit an affidavit in enclosed format (Annexure – II) declaring that the documents submitted by them are genuine. 5. The bidder must accept for finalization of rates through Reverse Auction.	
<u>Important Note:</u>	
1. The Tenderer shall submit a declaration that he / it / they is / are NOT debarred by any Central / State Government agencies or by any PSU company under any sort of blacklist / holiday-list. If required, original documents are to be produced for verification.	
Other information: -	
Cost of Tender Paper (non refundable)	Rs. 1,000.00 (Rupees One Thousand) only
Last date & time for submission of tender	04.04.2016 up to 12.00 Hours
Bid Opening date & time (Part – A, B & C)	04.04.2016 at 12.15 PM

General Terms & Conditions:

- i) Tenderers should download 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. 1,000/=** by way of demand draft drawn on any nationalized 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. However Govt. organization, small scale industries registered with NSIC, need not submit the cost of tender document subject to production of the documentary evidence like valid Registration Certificate from appropriate Govt. Authority, giving details such as validity, stores etc.
- ii) Tender shall be enclosed with **EMD of Rs. 1,00,000.00** (Rupees One Lakh) **only** in shape of **BG** (as per format available in **www.bpscl.in**) having validity up to offer validity plus three (03) months of claim period / **DD / Pay order or Banker's cheque** drawn on any Scheduled Commercial Bank except Co-operative bank and Gramin Bank in favour of **Bokaro Power Supply Company (P) Ltd.**, payable at **Bokaro Steel City**.
- iii) Micro & Small Enterprises (MSEs) / PSU / Govt. undertakings and Co-operative Societies etc. may be exempted from submission of EM as per Government policy. For MSEs, the exemption from Earnest Money is to be granted only on submission of valid notarized copy of certificate having a valid Entrepreneurs Memorandum (EM) number. SSI / NSIC certificate holders should also submit a copy of Entrepreneurs Memorandum.
- iv) The undersigned reserves the right to either reject any / all tenders without assigning any reason thereof and also reserve the right to alter the qualifying requirements.
- v) **Any corrigendum/addendum/extension of bid opening date will be published through our website www.bpscl.in only and not through news paper.**

For and on behalf
Bokaro Power Supply Co. (P) Ltd.
Sd/-
(J. M. Prasad)
DGM (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 03 parts as follows:-

- a) **Part A:** This part Comprises of Cost of Tender documents & EMD marked with (Part-A) ‘Cost of Tender documents & EMD’, NIT No. & date.
- b) **Part B:** This part Comprises Technical and Commercial details executed, consent on terms & conditions of NIT etc. marked with (Part-B) Techno-Commercial Bid, NIT No. & Date.
- c) **Part C:** 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 -C), 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 atleast for **120 (One Hundred Twenty)** 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 copies of documents submitted as credentials should be duly signed / self attested (with seal of the company) by representative of the bidder.**
- 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) 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. organizations / PSUs including D.G.S.& D. where applicable. Where agent commission is involved, the same in percentage invariably to be indicated.
- vii) **Handling of Earnest Money:**
 - a) Earnest Money will be refunded to the un-successful tenderer after finalization of tender and no interest will be paid for the same. **Bidders are requested to provide their bank details in the offer for returning the EMD.**
 - b) The amount of Earnest money will be refunded against submission of 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 same time.
- ix) **Any conditional offer or offer having deviations from our 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.

2.00 General 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 BPSCL reserves the right to call for original documents for verification at any time during tendering, evaluation and / or the execution of the contract. In case of any documents / information submitted by bidder (s) found to be false 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, damages, criminal proceedings etc.) as deemed fit may be initiated by BPSCL against the bidder.
- 2.04 The Tenderer shall quote the unit rate in figures as well as in words. It should be in the format given in PART 'C'.
- 2.05 Bank details mentioning account number, bank name, city, branch name and branch code should be mentioned in the offer for NEFT / RTGS payment.
- 2.06 Paying authority – **In-charge (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.
- 2.07 Tenderers shall quote their firm rates and no negotiations will be held except with the lowest tenderer, if required.
- 2.08 Supplies must be strictly in accordance with material specifications. Suppliers will be responsible for deviation whatsoever.
- 2.09 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.
- 2.10 In accepting the order you are understood to accept to all responsibilities for and infringement in registered design, trademark, patent rights etc.
- 2.11 **The supplier has to arrange & bear Transit Insurance charges.**
- 2.12 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.
- 2.13 **Security Deposit :** The successful tenderer will have to deposit as security, **05%** of purchase order value subject to a minimum of **Rs. 2,50,000.00**, for satisfactory execution of the order of in any form - **Bank Guarantee** (as per BPSCL format available at www.bpscl.in) having validity up to guarantee period of the item to be supplied plus three (03) months of claim period 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.

2.14 **FORCE MAJEURE:** Supplier 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 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.

2.15 **Delivery Required:** First two months @ 150 MT / month and thereafter minimum @ 120 MT / month.

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

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

2.16 **RATE FINALIZATION:**

Rates will be finalized through Reverse auction among the techno commercially acceptable tenderers through our authorized service providers i.e. **M/s. Mjunction Service Ltd.** The tenderers have to submit their acceptance as per enclosed format at **Annexure – III & IV** along with their techno-commercial bid. The schedule and details of Reverse Auction event shall be communicated by our Service provider (**M/s. Mjunction Service Limited**) to the techno-commercially accepted bidders.

Special Instruction: Tender will be opened **04.04.2016 at 12.15 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.

3.00 Instruction Sheet

- 3.01 Properly authenticated test certificates with all technical details of similar items previously manufactured and tested by a government certified laboratory should be provided along with the bids. The test data should be in conformance with i.e. safety norms and IS norms.
- 3.02 Properly authenticated test certificates of each of the items by a government certified laboratory should be provided at the time of delivery of the subject items. The test data should be in conformance with IS norms.
- 3.03 The bidder has to produce Govt. Test house certificate (for grade & acidity) along with each delivery of Sulphuric acid (98% by mass), IS: 266-1977.
- 3.04 Properly authenticated Guarantee certificates should be provided with all the items.
- 3.05 For any manufacturing defect discovered during the guarantee period under normal operation, the defective items must be replaced free of cost by the successful tenderer.
- 3.06 Tenderer must agree with despatch of materials after duly stamped by inspecting authority.
- 3.07 Each castings/forgings shall bear your identification mark and our mark "BPSCL".
- 3.08 Acceptance of materials is subject to testing / inspection and fitment in our existing systems.
- 3.09 Tenderer must agree with Price Basis as **F.O.R. BPSCL Stores.**
- 3.10 Tenderer must agree with Payment terms: **100% against GRN.**
- 3.11 **Delivery:-**
- a) Timely delivery is the essence of the contract.
- b) **L.D Clause:** 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 scheduled 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.

Section - IV

4.0 Description of Material

Sl. No.	ITEM DESCRIPTION	QUANTITY
1	Cat. No. - 00001011755 Sulphuric Acid (H ₂ SO ₄) Commercial Grade, As per IS: 266-1977 Total Acidity: Minimum 98% by mass	1000 MT

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

TECHNO-COMMERCIAL BID

NIT No. BPSCL/CEO/P&C/15-16/ PUR-273/NIT-569/1219

Date: 03.03.2016

Sl. No.	ITEM DESCRIPTION	QUANTITY
1	Cat. No. - 00001011755 Sulphuric Acid (H ₂ SO ₄) Commercial Grade, As per IS: 266-1977 Total Acidity: Minimum 98% by mass	1000 MT

Commercial Terms & Conditions:

Manufacturer/ Make of the item(s):

1. Price Basis:
2. Packing & Forwarding:
3. Excise Duty:
4. Sales Tax/VAT:
5. Freight:
6. Insurance:
7. Delivery Schedule:
8. Payment Terms:
9. Consignee: **Stores In-charge**, Power Plant, Bokaro Power Supply Co. (P) Ltd., B. S. City.
10. Inspection: Final inspection will be done at our stores after receipt of material. However inspection must be done from **Govt. Test House** for Grade and Acidity of the item.
11. Test & Guarantee Certificate, must be supplied along with the material.
12. Registered with
(‘01’ NSIC/ ‘02’ SSI/ ‘03’ NSIC & SSI/ ‘04’ DGS&D/ ‘05’ None) ☐ ☐
Proof for ‘01’ to ‘04’ attached: YES / NO
13. Testing: At ☐ ☐
(‘01’ Consignee’s Site / ‘2’ Works / ‘03’ Govt. Test House/ ‘04’ Govt. Approved Test House/ ‘5’ Specify if any other)
15. Guaranteed Period: ☐ ☐
 - a.) months from date of dispatch **OR**
 - b.) months from the date of commissioning whichever is earlier
 - c.) of running hours.

16. Security Deposit: **05%** of P.O. value subject to minimum **Rs. 2, 50,000.00** in the form of

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(‘01’ BG, ‘02’ Bank Draft, ‘03’ Bankers Cheque)

17. Liquidated Damage: 1/2 % per week subject to maximum 05% of undelivered value.

18. Validity of offer up to: Day Month Year
(Minimum for a period of **120 days** from the date of opening)

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

PRICE FORMAT

(To be finalized through Reverse Auction/ Price bid also to be submitted with Tender)

NIT No. BPSCL/CEO/P&C/15-16/ PUR-273/NIT-569/1219

Date: 03.03.2016

Price:

Sl. No.	Item Description	Qty.	Rate (Rs.) (In Fig. & Words)
1.	Cat. No. - 00001011755 Sulphuric Acid (H ₂ SO ₄) Commercial Grade, As per IS: 266-1977 Total Acidity: Minimum 98% by mass	1000 MT	

Special Instruction –

- 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
- Breakup of quoted unit **LCNC (Landed Cost Net of Cenvat) rate** shall be submitted by the bidder. In case of refusal of 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.
- Price Basis – Rs. per MT as on LCNC Basis.**

Price Break Up Format		
Sl. No.		
A	Basic Price	
B	Packing & Forwarding	
C	Excise Duty & Ed. Cess (as applicable at the time of supply)	
D	Sales Tax (CST / VAT)	
E	Freight	
F	Insurance	
G	Any other tax or charges	
H	Less: Cenvat on ED & Edu. Cess	
I	LCNC (A+B+C+D+E+F+G-H)	

- Firmed up Commercial term as per Bidder's offer will not be changed.**

Terms & Conditions for Handling Hazardous Chemicals

1. **Criteria for Tankers:** The tenderer will ensure that the tankers provided shall be in road-worthy and carrier-worthy condition manned by necessary and competent personnel. The tankers deployed shall be suitable and certified fit by competent authorities for transportation of 98% Conc. Sulphuric Acid.

All the tankers in the service should have the following documents and the same shall be checked at the time of unloading:

- i. Valid RTO book, endorsed with transportation of Hazardous Chemicals.
- ii. Valid pollution under control (PUC) certificate from govt. approved agency.

The tankers must fulfill the following conditions:

- a) The tankers should have HAZCHEM display for conc. Sulphuric acid transportation.
- b) The tankers should have case cover for liquid and vapor valves.
- c) Requisite metallic Dip stick / rod approved by competent authorities must be available for confirming loaded / unloaded quantity.
- d) All penalties levied by any authorities for overloading of tankers beyond gross vehicle weight will be on bidders account.
- e) The tankers should have all the safety equipment for transportation of hazardous chemicals (First Aid box, PVC suit, Gumboot etc.)
- f) The driver should have valid driver's license endorsed for transportation of hazardous chemicals.
- g) The tankers shall be provided with spark arresters without which the tanker will not be allowed to enter.

2. **Safety in Transport:** Supplier shall comply with all the RTO rules and statutory provisions / regulations in force in carrying hazardous chemicals. Supplier shall ensure complete safety of chemicals during transit. Driver should be trained to meet any emergency in case occurred during handling / transportation of chemicals.

ANNEXURE-II

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 NIT
No.....dated.....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 Signed at.....on..... Deponent(s)
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ANNEXURE-III

(To be submitted on Supplier's Letter Head)

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

We _____ (Supplier Name)
having registered office at _____ (Address)
agree to all the Commercial, General & other Terms & Conditions listed in the

NIT No. _____

dated _____

for procurement of _____ (item) through Reverse Auction.

We confirm that we are in a position to supply material as per the specification given in 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 :

ANNEXURE-IV

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 forfor 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 forfor Bokaro Power Supply Co. (P) Ltd., Bokaro Steel City.

Market No.	Last Quoted Price

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 :