

BOKARO POWER SUPPLY CO. (P) LTD.

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

**Reg. Office : Ispat Bhawan, Lodhi Road, New Delhi – 110 003
CIN:U40300DL2001PTC112074**

**TENDER NOTICE NO. BPSCL/MM/23-24/PUR-176/NIT-1388
Dated 30.12.2023**



TENDER DOCUMENT

SUBJECT: PROCUREMENT OF SULPHURIC ACID.

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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

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

CIN:U40300DL2001PTC112074

NOTICE INVITING TENDER

NIT No.: BPSCL/MM/23-24/PUR-176/NIT-1388

Date: 30.12.2023

For and on behalf of BOKARO POWER SUPPLY COMPANY (P) LTD, sealed tenders in two parts, **Part - A** : EMD and **Part- B** : Technical & Commercial Offer with copy of system generated acknowledgement-slip for online submission of sealed price are invited from the bidders meeting the qualification criteria stipulated in the bidding documents for supply of following items:

Item	Procurement of Sulphuric Acid.
Earnest Money (in Indian Rs.)	Rs. 1,00,000.00 (Rupees One Lakh) Only OR Document for Exemption as per clause (ii) of General Terms & conditions.
Last date & time for submission of tender	30.01.2024 up to 12: 00 Hours
Bid Opening date & time	30.01.2024 at 12:15 PM

Qualifying Requirements:

The Bidder (*Manufacturer or Principal of authorised representative or Supplier – hereinafter referred simply as ‘The Bidder’*) should meet Qualifying Requirements (QR) stipulated hereunder:

- The bidder should have minimum average annual turnover (MAT) of **Rs. 28.83 Lakhs** only.
 - Average annual turnover shall be determined taking into consideration turnover of preceding three (03) 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.
- The bidder shall have requisite experience of manufacturing or supplying of “**Similar Item***” at least **500 MT in a single Purchase Order** in India to any PSU / Government / Semi Government Organization or Joint Venture thereof / Company registered under Companies Act in India.

***Similar item means: “Sulphuric Acid (minimum 98% by mass) or Hydrochloric Acid (minimum 30% by mass)”**
- The bidder is required to submit self-attested photocopies of documents (Purchase Orders, GRN / Delivery Challan / Completion Certificate etc.) in support of their eligibility and experience. In addition, bidder shall submit a self declaration in enclosed format at **Annexure – I**.
- The bidder shall furnish latest **IT return** and **GSTIN**.
- The bidder shall submit acceptance to Terms & Conditions of Reverse Auction in the format attached at **Annexure – II**.

General Terms & Conditions:

- Offer shall be accompanied with Earnest Money Deposit (EMD) in the form of Demand Draft / Pay Orders / Bankers Cheque Payable at Bokaro Steel City / Bank Guarantee having validity of, *one (01) year*, from any Nationalized Bank / Scheduled Bank except Co-operative Bank drawn in favor of **Bokaro Power Supply Company (P) Ltd.** as per format available at our website: www.bpscl.com. Earnest Money can also be deposited online through RTGS / NEFT / SWIFT / TT Remittance in our account, details of which are given below. The proof of such transfer shall be submitted with the offer in the envelope titled " Earnest Money Deposit".

Account Details:

Bank Name	:	State Bank of India
Account Number	:	35665021458
IFSC Number	:	SBIN0004231
Branch Name	:	SME Branch, Sector - 4, City Centre, Bokaro Steel City, Jharkhand - 827004.

In case of forfeiture of EMD by BPSCL the bidder is required to reimburse the applicable GST to BPSCL.

Note:

- a. If the EMD is submitted in the form of Bank Guarantee, then the same shall be issued by a Scheduled Bank / Nationalized Bank from its Local Branch at Bokaro Steel City as per format available on www.bpscl.com.
 - b. In case, the Bank Guarantee is issued from an outstation Branch, its confirmation must be given by its local operating branch.
 - c. There must be a clause in the BG stating “Claims, if any, will be lodged by BPSCL to the local representing Branch of the Bank at Bokaro Steel City”. The Local representing Branch shall be required to confirm accordingly and name of the confirming branch at Bokaro Steel City must be mentioned in Bank Guarantee itself.
- ii) Conditions for claiming exemption from submission of EMD:
- a) If the Bidder is a Micro or Small Enterprise (MSE) / PSU / Government Undertakings / Co-operative society, then they will be exempted from submission of Earnest Money as per government policy.
 - b) For MSEs, the exemption from submitting Earnest Money will be granted only on submission of valid copy of UDYAM Registration Certificate. However, UDYAM Registration Certificates having Services (Trading) as major activity will not be considered as a valid document for claiming exemption from submission of EMD.
 - c) SSI/NSIC certificate holders should also submit Udyam Registration Certificate. Further, unit claiming exemption is required to submit copy of Udyam registration certificate clearly indicating the item category for which they are registered.
- iii) **Offers not accompanied with Earnest Money Deposit (EMD) (as per clause i) or documents for exemption (as per clause ii) will be treated as INVALID.**
- iv) If you withdraw your bid after opening of bids without giving any satisfactory and acceptable explanation thereof, you shall be disqualified from participating in any tender of the BPSCL for a minimum period of one (01) year and your Earnest Money will be forfeited.
- v) **Purchase Preference:** BPSCL reserves the right to exercise Purchase Preference in respect of MSEs based on the extant guidelines issued by Government of India vide Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 & subsequent amendments.
- v) You should quote your firm rates and no negotiations will be held except with the lowest bidder, if required.
- vi) **Handling of Earnest Money:**
- a. Earnest Money will be refunded to the unsuccessful bidder after determination of L-1 bidder and no interest will be paid upon the same. **You are requested to submit your bank details for the return of EMD.**
 - b. The amount of Earnest money may be adjusted against Security Deposit in case of successful bidder.
- vii) Consortium bids will not be considered unless the provision for consortium is specifically mentioned in Tender Document.
- viii) **RATE FINALIZATION:**
- a) BPSCL reserves the right to discover the L-1 bidder/ tenderer amongst the techno- commercially qualified bidders/ tenderers by opening the sealed price bids, pre-submitted (*on www.buyjunction.in* by such bidders along with the techno-commercial bids or by conducting RA by our service provider **M/s. mjunction**.
 - b) For Reverse Auction, **Start Bid Price (SBP)** will be the system driven **Lowest Online Sealed Price Bid** received on the e-procurement Portal on or before BOD. During RA, leading L-1 price bid will be visible to all the participating bidders.
 - c) In case, no bid is received during Reverse Auction, then the lowest price (L-1 price) received along with the techno-commercial bids on or before BOD shall be binding on the bidder(s)/ tenderer(s) and the case may be processed on the basis of the L-1 price and the relative ranking of the bidders/ tenderers therein.
 - d) Bidder(s)/ Tenderer(s) shall be required to submit detailed price break-up , as per RFQ, within the stipulated time. Non-Submission of detailed price break-up within stipulated time, wherever required, by the L-1 bidder/ Matched L-1 bidder, post RA, will be treated as backing out of the bidder and the bidder will be suspended for a period of 01 (one) year from the date of issue of suspension order.
 - e) Re-launching of RA will not be applicable. However, in situations where the Reverse Auction was not triggered due to any technical reasons affecting bidder participation, RA may be re-launched at same SBP.
 - f) The bidding in RA event will start with a decrement over the SBP and cannot be SBP itself.

g) **Price Matching:**

- i) If price matching is required to be done in case of multiple sources, the same will be done online after finalization of the L-1 price (i.e. after price negotiation, wherever applicable).

Where multiple items comprise a lot/ matching parts and price of the component items of the lot/ matching parts is available, then price of each item of the lot/ matching parts as quoted by L-1 bidder is also to be matched individually along with total lot L-1 price.

- ii) The price matching event shall be extended to all the techno-commercially acceptable bidders allowed to participate in the RA. For such price-matching, preference will be given to the bidders who submitted bids in the RA. That is, the relative ranking of bidders (a) for vendors who have submitted bids in the RA shall be as per their ranking in RA and thereafter (b) for vendors who have not submitted bids in RA shall be considered as per their original ranking based on their pre-submitted price bids in the e-procurement portal.

- ix) Either the representative on behalf of the Manufacturer or the Manufacturer directly be permitted to bid in a tender but not both. If authorized representative of manufacturer quote along with manufacturer, only the offer of Manufacturer will be considered as valid.

- x) One agent cannot represent two Manufacturer or quote on their behalf in a particular tender.

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

- a) Re-tender / extend the due date of submission of offer.
b) Accept or reject any offer / all offers in full or part at any time at any stage without assigning any reasons and without any 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

(A.K.Das)
CGM (MM)

Contact No.: 8986874119
Email: purchase@bpscl.com

CONDITIONS & RULES TO BE OBSERVED IN SUBMITTING TENDERS

1.01 Manner of Submission of the Tender

The tender shall be divided into 02 parts as follows:-

- a) **Part A:** This part shall comprise of EMD / Proof of online submission of EMD / Documents for exemption of EMD.
- b) **Part B:** This part shall comprise of Technical and Commercial details, consent on terms & conditions of NIT/ signed Tender Document along with copy of **SYSTEM GENERATED ACKNOWLEDGEMENT-SLIP FOR ONLINE SUBMISSION OF SEALED PRICE*** bid etc.

Sealed Tender *through Regd. Post/Speed Post/In-person/Courier Service* only, in an envelope containing 02 (Two) separate sealed envelopes (*as mentioned above*) with NIT No. & date of opening along with Sender's Name & Address printed on it, is to be sent to the below mentioned address:

Chief General Manager (MM)
Bokaro Power Supply Co. (P) Ltd.
Hall No.M-01, Old ADM Building
Ispat Bhawan, Bokaro Steel City – 827001
Ph: 06452 240380, Mob: 8986874119

*** PROCESS FOR ONLINE SUBMISSION OF SEALED PRICE:**

1. Online sealed Price Bid (**Landed Cost per unit Excluding GST**), shall be submitted 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 menu available before proceeding further (where ever applicable).

New Users:

Steps to get your **User ID** 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 ID and Password.
5. Changing of password on first login is compulsory.
6. On receipt of the User ID 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 id 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: For any clarification on the bidding process please contact

Sl. No.	Contact Person	E-mail id	Mobile No.
1.	Ms Naaz Ansari	naaz.ansari@mjunction.in	9163348211
2.	Ms Debalina Maity	debalina.maity@mjunction.in	8336991451
3.	Ms Priyanka Mazumdar	priyanka.mazumdar2@mjunction.in	6292262054
4.	Mr. Mukesh Kumar Singh (Bokaro Office)	mukesh.singh@mjunction.in	8873002741

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

1.02 Tender Validity Period:

- i) Validity of the offer shall be at least Six (06) months from the Bid Opening Date. In case of extension of “ Bid Submission / Opening Date”, the validity will be counted from the extended Bid Submission End Date.
- ii) In case prices are finalized through Reverse Auction / Price Negotiation, the validity of the final quoted price shall be two (02) months from the date of discovery of the final L-1 price, either through Reverse Auction or through Price Negotiation, as the case may be or till the validity of the techno-commercial bid, whichever is later.

1.03 General Instructions:

- i) You shall clearly indicate that your prices shall remain firm in all respects till execution of the order.
- ii) Specification, quantity, unit rate, freight, insurance, packaging, forwarding, taxes etc. should be mentioned separately and clearly.
- iii) Any conditional offer or offer having deviations is liable to be rejected.
- iv) Where agent commission is involved the same is to be indicated in percentage.

- v) You have to submit Tender Document bearing your signature and seal on all the pages along with Techno-commercial offer / Consent on NIT's Terms & Conditions. Otherwise, it will be presumed that you do not accept our terms and conditions and this may lead to rejection of offer forfeiting your claims if any.
- You are advised to mention page no. on each page of documents submitted by you. BPSCL shall not bear any responsibility in case of any loss of documents submitted by you during tender opening or thereafter.
- vi) If you are a Firm or Company, then you 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.
- vii) The tender rates shall be written in English, both in words and figures. In case of any discrepancy between the words & figures of the rates quoted, the rates expressed in words shall be taken as correct. In case of discrepancy in the Unit Rate and Amount, Unit Rate will govern.
- viii) Price or any indication of price shall **NOT** be mentioned in the Techno-Commercial Bid.
- ix) The sealed tenders received will be opened on scheduled opening date and time in the office of Material Management, in presence of such bidders who might choose to witness the same
- x) 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.
- xi) Communication regarding date of opening of Price-Bid to the techno-commercially eligible bidders will be sent only to their e-mail address given in tender documents.
- xii) Offers from two or more bidders shall summarily be rejected if they have any of the following parameters common:
- a) Same PAN
 - b) Same GST Number
 - c) Same Postal address
 - d) Same E-mail ID
 - e) Same Mobile number
 - f) Same person signing in more than one offer/representing more than one bidder.

2.00 GENERAL TERMS AND CONDITIONS

2.01 BPSCL reserves the right to ask for original documents for verification at any time during tendering, evaluation and / or the execution of the contract. In case any documents / information submitted by you is / are found to be false or containing any misrepresentation or having any fraudulent declaration in it, then, in such eventuality, legal action (including cancellation of contract, banning of business dealing, criminal proceedings etc.) as deemed fit may be initiated by BPSCL against you.

2.02 The shortfall information / documents (if required) shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.

Explanation: For example, if the Permanent Account Number, registration with Sales Tax / VAT, GSTN number, etc. has / have been asked to be submitted and the bidder has not provided them, these documents shall be asked for.

2.03 So far as submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered.

Explanation: For example, if the bidder has submitted a supply order / contract without its completion / performance certificate, the certificate shall be asked for and considered. However, no new supply order / contract shall be asked for.

2.04 Packing :

a) **Responsibility for proper packing** – You shall be responsible for the materials being sufficiently and properly packed, for transport by rail / road / sea / air / any combination of above, so as to ensure their being free from loss or damage on arrival at the destination.

b) **Marking of Packages, Packing, etc.** - Each package delivered under the contract shall bear the following:-

- Name of the Supplier
- Contract/Order Number
- Consignee's name and address
- Description and quantity of contents
- Gross weight, net weight,
- Distinctive number or mark which is also to be shown, for the purpose of identification, on the Supplier's packing list.
- Catalogue Number

2.05 **Delivery:** Timely delivery is the essence of the contract & must be completed as per the dates specified therein.

2.06 **Liquidated Damages:** In the event of supply not being effected within the contractual delivery schedule given in the order, liquidated damages @ ½ % of the value of delayed materials for each week of delay and part thereof, subject to a maximum of 05% of the total order value shall be recovered from you. The deduction of such damages shall not relieve you from the contractual obligations to complete the supply as stipulated in the Contract.

2.07 **Risk Purchase:** If you fail to deliver the material either in full or in part, within the prescribed delivery period, BPSCL shall be entitled at its option to take alternate procurement action, at your risk & cost for the unsupplied portion of the goods / items for which delivery period has expired.

2.08 You must mention applicable GST rate in your offer with compliance of following GST clauses:

- a) You shall have to quote GST as extra. If not mentioned, same will be considered as EXTRA.
- b) You shall have to pass on the tax benefit/savings, if any, on account of output taxes to BPSCL.
- c) You 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.
- d) In case the Input Tax Credit of GST is denied or demand is recovered from BPSCL on account of any non-compliance by you, including non-payment of GST charged and recovered, you 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 you, BPSCL will not be liable to reimburse any part of such differential tax, interest, penalty etc. It will be your sole responsibility to discharge appropriate taxes, as applicable.
- e) You shall have to maintain high GST compliance rating track record at any given point of time.

- 2.09 **Bank Details:** Bank details mentioning Account number, Bank name, City, Branch name and Branch code should be mentioned in the offer for NEFT / RTGS payment.
- 2.10 **Paying authority – In-charge (F&A), BPSCL.** Bill in triplicate duly receipted on the revenue stamp with cancelled cheque/ bank mandate are to be submitted to In-Charge (F&A), Bokaro Power Supply Company (P) Limited for processing of the same.
- 2.11 **Inspection:** Acceptance of material is subject to inspection. Final Inspection will be done at BPSCL Stores after receipt of material. If any material supplied is rejected in inspection, BPSCL will inform about the same to the supplier. After such intimation of rejection by BPSCL, the Supplier shall be liable to remove / lift back such rejected / damaged materials within 30 days without any extra charge / cost to BPSCL, failing which, BPSCL shall reserve the right to dispose off the material, as it may deem fit, without any financial repercussions and BPSCL shall stand absolved of all responsibilities towards the material.
- 2.12 **FORCE MAJEURE:** You shall not be considered in default if delay occurs due to reason beyond your 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 at the option of BPSCL. Order may be cancelled without any liability what so ever on the part of BPSCL.
- 2.13 **Banning of Business Dealings:** On arising of any situation or occurrence of any event as mentioned in Clause 6 of the Guidelines on Banning of Business Dealings, you shall be liable for action under and in accordance with the aforementioned Guidelines. The “Guidelines on Banning of Business Dealings” shall form part of the Tender/Contract and can be viewed on our website www.bpscl.com.
- 2.14 **Security Deposit:** In case Purchase order is placed upon you, you shall have to deposit Security Deposit at the rates mentioned below for satisfactory execution of the order:

Sl. No.	Purchase order value (Excluding GST)	Amount of Security Deposit
i.	Up to Rs. 20 Lakh	10% of Purchase order value.
ii.	Over Rs. 20 Lakh up to 100 Lakhs	05% of Purchase order value subject to a minimum of Rs.2,50,000.00.
iii.	Over Rs. 100 Lakh up to 500 Lakhs	02% of Purchase order value subject to a minimum of Rs.7,50,000.00

The Security Deposit shall be in the form of **Bank draft / Bankers Cheque / Bank Guarantee** (as per BPSCL format available at bpscl.com) having validity up to guarantee period of the item to be supplied plus three (03) months of claim period. **Bank Draft / Bankers Cheque** shall be in favor of Bokaro Power Supply Company (P) Ltd. payable at Bokaro Steel City.

The expression “satisfactory execution of the order,” shall mean fulfillment of all obligations arising out of and in connection with the purchase order. In case of default in satisfactory execution of the order the security deposit shall be forfeited. Amount of penalty and/or Liquidated Damages imposed (if any) will be recovered from Bill / Security Deposit. If the amount of Bill / Security Deposit is not sufficient, you shall be required to pay the balance amount to BPSCL. If you do not pay the balance amount, the same shall be deducted from any sum or sums which may be due or may become due to you from BPSCL on any account whatsoever.

In case of forfeiture of Security Deposit, you shall be required to reimburse the applicable GST to BPSCL.

Note:

- If the Security Deposit is submitted in the form of Bank Guarantee, then the same shall be issued by a Scheduled Bank / Nationalized Bank from its Local Branch at Bokaro Steel City as per format available on www.bpscl.com.
- In case, the Bank Guarantee is issued from an outstation Branch, its confirmation must be given by its local operating branch.
- There must be a clause in the BG stating “Claims, if any, will be lodged by BPSCL to the local representing Branch of the Bank at Bokaro Steel City”. The Local representing Branch shall be required to confirm accordingly and name of the confirming branch at Bokaro Steel City must be mentioned in Bank Guarantee itself.

3.0 TECHNO-COMMERCIAL TERMS & CONDITION:

3.1 Description of Material:

Sl. No.	ITEM DESCRIPTION	QUANTITY
1.	Cat. No. - 00001011755 Sulphuric Acid (H ₂ SO ₄) Grade as per IS: 266 Total acidity: 98% by mass (minimum)	1500 MT (± 5%)

3.2 Special Terms and Conditions:

- Distribution of Order: The order will be distributed among two bidders in the ratio of 70:30 at the negotiated rate of L-1 bidder as per the procedure defined under head "Price Matching" of RATE FINALISATION of General Terms & Conditions of NIT (Page-5)
- Bidder will have to provide the Test Certificate and Guarantee Certificate along with each tanker.

3.3 The Techno-Commercial Bid should Confirm/indicate the following:

1.	Price	"VARIABLE" as per Price variation clause mentioned in Tender document. Bidder has to quote the unit basic price inclusive of P&F, Freight, Insurance Charges and any other charges on LCNS basis.																																			
2.	Delivery Term	FOR BPSCL Stores, B. S. City.																																			
3.	Packing & Forwarding Charges	Inclusive																																			
4.	Freight Charges	Inclusive																																			
5.	Transit Insurance	To be arranged and borne by Supplier																																			
6.	GST Registration	To indicate GST Registration Number																																			
7.	GST	Extra- <i>Applicable rate to be mentioned</i> HSN/ SAC- <i>to be mentioned</i>																																			
8.	Payment Term	100% against GRN.																																			
9.	Delivery Period	<ol style="list-style-type: none"> The Order will be valid for a period of one year from the date of issue. Schedule of supply will be as follows: <table border="1" data-bbox="651 1294 1393 1751"> <thead> <tr> <th rowspan="2">Time Period</th> <th colspan="2">Quantity for</th> </tr> <tr> <th>L-1 Bidder (Total quantity-1050 MT)*</th> <th>L-2 Bidder (Total quantity-450 MT)**</th> </tr> </thead> <tbody> <tr> <td>In 1st Month</td> <td>125 MT</td> <td>50 MT</td> </tr> <tr> <td>In 2nd Month</td> <td>125 MT</td> <td>50 MT</td> </tr> <tr> <td>In 3rd Month</td> <td>100 MT</td> <td>50 MT</td> </tr> <tr> <td>In 4th Month</td> <td>100 MT</td> <td>50 MT</td> </tr> <tr> <td>In 5th Month</td> <td>100 MT</td> <td>50 MT</td> </tr> <tr> <td>In 6th Month</td> <td>100 MT</td> <td>50 MT</td> </tr> <tr> <td>In 7th Month</td> <td>100 MT</td> <td>50 MT</td> </tr> <tr> <td>In 8th Month</td> <td>100 MT</td> <td>50 MT</td> </tr> <tr> <td>In 9th Month</td> <td>100 MT</td> <td>50 MT</td> </tr> <tr> <td>In 10th Month</td> <td>100 MT</td> <td>-</td> </tr> </tbody> </table> <p>* The supplier may be required to supply up to 150 MT / month for any month, if required. ** The supplier may be required to supply up to 75 MT / month for any month, if required.</p> <ol style="list-style-type: none"> The monthly quantities mentioned above shall be supplied in a staggered manner as per requirement of BPSCL, intimation for which shall be given by BPSCL. Material shall be delivered to BPSCL within 15 Days of such intimation. The material shall be transported by Road Tankers only. 	Time Period	Quantity for		L-1 Bidder (Total quantity-1050 MT)*	L-2 Bidder (Total quantity-450 MT)**	In 1 st Month	125 MT	50 MT	In 2 nd Month	125 MT	50 MT	In 3 rd Month	100 MT	50 MT	In 4 th Month	100 MT	50 MT	In 5 th Month	100 MT	50 MT	In 6 th Month	100 MT	50 MT	In 7 th Month	100 MT	50 MT	In 8 th Month	100 MT	50 MT	In 9 th Month	100 MT	50 MT	In 10 th Month	100 MT	-
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In 9 th Month	100 MT	50 MT																																			
In 10 th Month	100 MT	-																																			

10.	Guarantee Clause	The left over shelf life of item at the time of delivery should be at least 06 months. If any material supplied fails within the Guarantee Period, BPSCL will inform about the same to the Supplier. After such intimation, the Supplier shall be liable to remove / lift back such materials for replacement.
11.	Inspection	a. Final testing will be done at our laboratory after receipt of the material. b. Final weight of the material supplied / tanker will be done at BSL, SAIL or BPSCL.
12.	Security Deposit	To confirm as per relevant Clause of NIT
13.	LD Clause	To confirm as per relevant Clause of NIT
14.	Risk Purchase Clause	To confirm as per relevant Clause of NIT
15.	Validity Period	To confirm as per relevant Clause of NIT

3.4 Terms & Conditions for Handling Hazardous Chemicals

- 1. Criteria for Tankers:** Supplier has to 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 ensured by the supplier before loading the material:

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

The tankers must fulfill the following conditions:

- The tankers should have HAZCHEM display for conc. Sulphuric acid transportation.
 - The tankers should have case cover for liquid and vapor valves.
 - Requisite metallic Dip stick / rod approved by competent authorities must be available for confirming loaded / unloaded quantity.
 - The tankers shall not be overloaded beyond gross loading capacity or vehicle. Any penalties levied by any authorities for overloading of tankers beyond gross loading capacity of vehicle will be on supplier's account.
 - The tankers should have all the safety equipment for transportation of hazardous chemicals (First Aid box, PVC suit, Gumboot etc.)
 - The driver should have valid driver's license endorsed for transportation of hazardous chemicals.
 - The tankers shall be provided with spark arrestors without which the tanker will not be allowed to enter.
- 2. Safety in Transport:** Supplier will 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 shall be trained to meet any emergency during handling / transportation of chemicals.
 - 3. Responsibility for fulfillment of clause 1 & 2 mentioned above lies with supplier. BPSCL stands indemnified in this regard.**

3.5 Price Variation (PV) Clause:

The price variation shall be based on the latest prevailing Sulphur price as declared by M/s. Indian Oil Corporation Ex-Haldia Refinery on monthly basis.

The price variation will be worked out based on the following formula:-

$$P_R = P_Q + 0.34 * (S_A - S_B)$$

Where,

S_A = the latest prevailing sulphur price (Rs./MT) on the date of dispatch as declared by IOCL Ex-Haldia Refinery.

S_B = the latest prevailing sulphur price (Rs./MT) on the date of PO placement as declared by IOCL Ex-Haldia Refinery.

P_Q = the basic sulphuric acid (H₂SO₄) price (Rs./MT) as per Purchase Order.

P_R = the revised Basic Sulphuric acid (H₂SO₄) price (Rs./MT)

Note:

- i. Considering the fact that 340 kg of Sulphur is required for production of 1000 kg (01 MT) of Sulphuric Acid, hence 0.340 is considered above.
- ii. In case, there is any delay incurred by the Supplier in delivery of material within 15 days from the date of intimation through email, then the latest prevailing sulphur price as on the 15th day of intimation OR on the date on which the material is actually dispatched, WHICHEVER IS LOWER shall be considered for the PV formula as well as for payment purpose.

4.0 PRICE BID / RA FORMAT:

1. *In the event of the L1 Bidder backing out prior to placement of order, EMD will be forfeited and L1 bidder shall be suspended for a period of one (01) year from the date of issue of suspension order*
2. *Breakup of quoted LCNS shall be submitted by the L1 bidder. In case of refusal of L1 bidder to submit price break up, EMD will be forfeited and L1 bidder shall be suspended for a period of one (01) year from the date of issue of suspension order.*
3. **Price Basis – Rs. per MT on LCNS basis.**

Price Break Up		
Sl. No.	Price Component	Rate per MT (Rs.)
A.	Basic Price (Inclusive of Packing & Forwarding, Freight, Transit Insurance and any other tax or charges)	
B.	GST @.....%	
C.	Input Tax Credit on GST @ 87.01 %	
D.	Landed Cost Net of ITC Set Off (LCNS): A + B - C	

Self Declaration

I.....son/daughter of Shri Aged..... years
resident ofPS.....District.....State.....do hereby
declare that:

1. I am the authorized representative and signatory of M/s.....
(name of the firm/company).
2. All document(s) submitted/ information provided by M/s..... alongwith the
Bid Document submitted against Tender No.....
.....dated
for.....
..... (Name of work)
has/have been submitted under my knowledge and are authentic , genuine and true. No part of the document(s) /
information is false, forged or fabricated.
3. The above declaration in respect of genuineness of the documents/ information has been made having full
knowledge of provisions of bidding conditions which entitle the Owner/BPSCL to initiate action in the event of
such declaration turning out to be a false.
4. I undertake to produce all documents in original for verification as and when asked for the same by BPSCL.

(Name & Signature of Authorized person):.....
Designation:.....

(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)

with PAN _____ 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 NIT. 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 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 :