

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-194/NIT-1422
Dated 05/03/2024**



TENDER DOCUMENT

SUBJECT: Supply, Installation, Testing & Commissioning of LT Air Circuit Breakers (ACBs).

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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-194/NIT-1422

Date: 05/03/2024

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 under procurement	Supply, Installation, Testing & Commissioning of LT Air Circuit Breakers (ACBs).
Earnest Money (in Indian Rs.)	Rs. 15,000.00 (Rupees Fifteen Thousand Only) OR Document for Exemption as per clause (ii) of General Terms & conditions.
Last date & time for submission of tender	05.04.2024 up to 12: 00 Hours
Bid Opening date & time	05.04.2024 at 12:15 PM

Qualifying Requirements: -

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

- The bidder should have minimum average annual turnover (MAT) of **Rs. 13.89 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.
- Technical capability:** The bidder shall have requisite experience of manufacturing and supplying of LT Air Circuit Breakers of Voltage grade 440V or more in India to any Public Sector Undertaking/Government/Semi Government Organization or joint venture thereof / Company registered under Companies Act.
- The bidder is required to submit self-attested photocopies of documents (Purchase Orders, GRN / Delivery Challan / Completion certificate etc.) in support of their eligibility/ experience and a performance certificate of supplied LT ACB for which orders have been submitted by the bidder. In addition, bidder shall submit a self declaration in enclosed format at **Annexure – II**.
- The bidder shall furnish latest **IT return** and **GSTIN**. The bidder shall also submit acceptance to Terms & Conditions of Reverse Auction in the format attached at **Annexure – III**.

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.
 - d. In case of forfeiture of EMD, the Bidder shall be required to reimburse the applicable GST to BPSCL.
- ii) Condition for claiming exemption from submission of EMD:
- a) Micro or Small Enterprise (MSE) / PSU / Government Undertakings and Co-operative societies 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.
- vi) 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: **Not Applicable in this Tender**

- 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 bides (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)
Email: purchase@bpscl.com

CONDITIONS & RULES TO BE OBSERVED IN SUBMITTING TENDERS

1.01 Manner of Submission of the Tender

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

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, documents as required in accordance of qualifying Criteria, 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.

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

1. Online sealed Price Bid (**Landed Cost for complete job 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:**

A. For Supply Part: In the event of supply not being completed within the four (04) months from the date of placement of Purchase Order, excluding the time taken by BPSCL in approval of the drawings submitted by you, 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.

B. For Service Part: LD will be applicable @ ½% of the value of delayed service for each week of delay and part thereof subject to maximum 5% of the total order value, if delay is attributable to the Supplier.

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/ services for which contractual 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 and Testing:** Acceptance of material is subject to inspection.

a) Supplier will have to give an inspection call before dispatching the materials; representative of BPSCL will inspect the isolator at supplier's factory site.

b) 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.

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.
- In case of forfeiture of EMD, the Bidder shall be required to reimburse the applicable GST to BPSCL.

3.0 TECHNO-COMMERCIAL TERMS & CONDITION:**3.1 Description of Material:**

Sl. No.	ITEM DESCRIPTION	QUANTITY
A	Supply of Goods	
A.1	Cat. No.: 75638153700 Supply of 3 Pole Draw Out type 2000A, LT Air Circuit Breakers (ACBs') Detail Technical Specifications as given in tender document.	09 Nos.
A.2	Cat. No.: 75638153500 Supply of 3 Pole Draw Out type 1600A, LT Air Circuit Breakers (ACBs') Detail Technical Specifications as given in tender document.	05 Nos.
A.3	Cat. No. 75638153600 Supply of 3 Pole Draw Out type 630A, LT Air Circuit Breakers (ACBs') Detail Technical Specifications as given in tender document.	09 Nos.
B	Supply of Service	
B.1	Installation, Testing & Commissioning and Retrofitting for item sl. no. A.1 above as detailed in tender document	08 Nos.
B.2	Installation, Testing & Commissioning and Retrofitting for item sl. no. A.2 above as detailed in tender document	04 Nos.
B.3	Installation, Testing & Commissioning and Retrofitting for item sl. no. A.3 above as detailed in tender document	08 Nos.

3.2 Special Terms and Conditions:

- i) The bidders may visit the site for taking actual measurements, development of drawings, etc. of the subject items.
- ii) The bidders have to submit copies of type test report of proposed/similar breaker along with their Techno-Commercial bid.
- iii) Supplier will have to submit copies of certificates for 'Routine Test' carried out on each of the above item.
- iv) Test Certificate & Guarantee Certificates are to be provided by the supplier along with the materials.
- v) Supplier will have to retrofit, install, test & commission twenty (20) Nos. of LT Air Circuit Breakers in the existing panels as per the terms & conditions mentioned in the Tender Document.
- vi) Any unforeseen problem(s) which may arise while installing, testing & commissioning, retrofitting, etc. the new subject systems, is (are) to be solved by the supplier at no extra cost.
- vii) For installation, commissioning, retrofitting, etc., shut-down of any existing system will be done only as per convenience of the operation wing of the power plant & the supplier must plan its commissioning activities accordingly & complete the job within the time frame stipulated BPSCL.
- viii) The subject items are to be retrofitted in already existing 440V, Air Circuit Breaker panels; there should be no problem while fitting the same. If such a problem of dimensional mismatch, etc., arises, the supplier will have to replace the defective part or whole by a proper one at no extra cost.
- ix) All the statutory & safety rules are to be strictly followed by the supplier and the personnel employed by them during the installation of LT Air Circuit Breakers. All the resources including manpower, tools & tackles, etc. will have to be arranged by the supplier. BPSCL will only provide space, power supply & illumination.
- x) The installation of LT Air Circuit Breaker will be deemed complete only when a job completion certificate is issued by BPSCL.
- xi) The successful bidder may appoint sub-contractor for installation, testing & commissioning, retrofitting, etc. of the items, subject to prior approval of BPSCL.

3.3 Scope of Work:

- i) Supply of twenty three (23) nos. of LT ACBs of three types along with all accessories required for retrofitting.
- ii) Taking the measurement of existing panel and breaker.
- iii) Removing old power and control wiring as per requirement.
- iv) Fabrication of new bus bar/dropper or modification in existing as per the requirement for the retrofitting of supplied LT ACBs.
- v) Making necessary changes in control wiring of existing panel.
- vi) Retrofitting, testing and commissioning of supplied ACBs. Operation checking, if any problem found then rectification of the same.

3.4 Other Terms and Conditions:

1. Guidelines regarding performance of work.

- i. Supplier shall perform the subject work in accordance with the guidelines contained in the tender document/ purchase order, technical specifications of equipments/ devices, IS codes of practice, and the instructions of the Engineer In-Charge of BPSCL.
- ii. All incidental items (such as required bus bars, nut-bolts, etc.) of work not shown or specified but reasonably implied and found to be necessary for successful completion of the work shall be deemed to be included in the supplier's scope at no extra cost to BPSCL.

2. Retrofitting of new ACBs in existing panels: Retrofitting should be done in such a way that original operational scheme, control supply, protection, interlocks, etc. will be same as previous one. Supplier shall provide all the accessories (Bus Bars, terminal blocks, control wire, push buttons etc.) required for retrofitting jobs.

3. Tools and safety equipment : Tools and safety equipment used by the supplier for retrofitting should be as per standard.

4. Supervision of work: Supervision of work will be sole responsibility of supplier. Supplier will be fully responsible for any unsafe, indecent, illegal incidents.

5. Work accident.

- i. The supplier will be totally responsible for the safety of the workers employed by them. In the event of any work-accident, major or minor, the representative of the successful bidder must take care of the injured person immediately and provide him the required treatment.
- ii. The supplier shall be fully responsible for making payment of compensation to its own workmen in case of any accident or injury. BPSCL will in no way be responsible for it and will remain indemnified against all such claims of compensation in such cases.

6. Work permit for the job: As the area of work is sensitive with respect to safety hazards, supplier must take proper work-permit, shutdown, clearance and other instructions from the Engineer in-charge, before start of the work.

7. Gate-passes for contractor's employees: For the deployed persons, the supplier will have to arrange for necessary gate-passes, vehicle-passes and permission for working in Sundays/ holidays and during night-hours, after fulfilling the formalities as laid down by the BSL/ BPSCL/ CISF authorities.

8. Penalty Clause: Penalty will be imposed as follows:

- i. Any case of non-removal of scrap generated after completion of job will be penalized @ Rs. 1000/- each time of such an occurrence.
- ii. For any production loss due to delay of work by supplier, a penalty @ Rs. 5000/- will be imposed for each time of such an occurrence.

3.5 The Techno-Commercial Bid should confirm / indicate the following:

1.	Price	The Price Quoted shall be firm till the completion of job and on F.O.R. Destination basis. 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	A. Supply Part: i. 80% of basic value with 100% of GST against GRN. ii. 17% after successful installation, testing, commissioning of twenty (20) nos. of LT ACBs, if delay is due to reasons attributable to BPSCL it will be released after six (06) months. iii. Balance 03% will be kept as security deposit, which will be released after completion of guarantee period. B. Service Part: i. 90% after successful installation, testing, commissioning, retrofitting, etc. on pro rata basis. ii. Balance 10% will be kept as retention money and will be released after completion of guarantee period.
9.	Delivery Period	A. Supply of Goods: i. Relevant documents, data sheet etc. of the subject items shall be submitted by supplier for approval within One (01) month from the date of purchase order. ii. Material shall be delivered , complete in all respect , within Four (04) months from the date of Purchase Order, excluding the time taken by BPSCL in approving documents, data sheet etc. B. Service of Service: i. Supplier will have to retrofit, install, test, commission & do the final observation of the LT ACBs within six (06) months from delivery of the materials.
10.	Guarantee Clause	A guarantee for a period of twelve (12) months from the date of commissioning / use or eighteen (18) months from date of supply, whichever is earlier shall have to be provided by the supplier. In case of any manufacturing defects discovered within the guarantee period of normal operation, the same are to be rectified or replaced by the bidder at no extra cost. 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 repair / replacement.
11.	Inspection	Acceptance of material is subject to inspection. Final inspection & testing will be done at BPSCL store after receipt of material.
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

4.0 PRICE BID / RA FORMAT:

Special Instruction –

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. for complete job of Supply of Goods and Services on LCNS basis.**

Price Break Up Format				
Sl. No.	Price Component	Quantity	Rate per Unit (Rs)	Amount (Rs.)
A	SUPPLY OF GOODS			
A.1.	Basic Price for supply of Supply of 3 Pole Draw Out type 2000A, LT Air Circuit Breakers (ACBs') (Inclusive of Packing & Forwarding, Freight, Transit Insurance and any other tax or charges) excluding GST	09 Nos.		
A.2.	Basic Price for supply of Supply of 3 Pole Draw Out type 1600A, LT Air Circuit Breakers (ACBs') (Inclusive of Packing & Forwarding, Freight, Transit Insurance and any other tax or charges) excluding GST	05 Nos.		
A.3.	Basic Price for supply of 3 Pole Draw Out type 630A, LT Air Circuit Breakers (ACBs') (Inclusive of Packing & Forwarding, Freight, Transit Insurance and any other tax or charges) excluding GST	09 Nos.		
			Sub-Total (A)	
B.	Supply of Services			
B.1.	Installation, Testing & Commissioning and Retrofitting (For above item sl. no. A.1.).	08 Nos.		
B.2.	Installation, Testing & Commissioning and Retrofitting (For above item sl. no. A.2.).	04 Nos.		
B.3.	Installation, Testing & Commissioning and Retrofitting (For above item sl. no. A.3.).	08 Nos.		
			Sub Total (B)	
C.	Landed Cost = (Sub Total (A)+ Sub Total (B)			
D.	GST @.....% on Sub-Total (A)			
E.	GST @.....% on Sub-Total (B)			
F.	Input Tax Credit on GST @100% of (D+E)			
				Landed Cost Net of ITC Set Off (LCNS): C+D+E-F

Technical Specifications

Sl. No.	
1.	<p>a. 3 Pole Draw Out Type</p> <p>b. Rated Current 2000 Amp.</p> <p>c. Conforms to IS/ IEC: 13947 – 2/60947 – 2</p> <p>d. Manually and Electrically operated</p> <p>e. Protection through microprocessor based release (800 – 2000 Amp.)</p> <p>f. Lockable Trip push button kit</p> <p>g. Locking of ACB in any position</p> <p>h. Racking Interlock</p> <p>i. Auto Spring charging system with Spring Charging Motor.</p> <p>j. Shunt Release Coil : 220 V, 50 Hz AC/DC, Closing Coil : 220 V, 50 Hz AC/DC</p> <p>k. Auxiliary Contact 6 NO + 6 NC</p> <p>l. Rack in handle</p> <p>m. In built protection :</p> <ul style="list-style-type: none"> • Earth fault • Single phasing preventer • Over current (IDMT) <p>U_i: - 1000 V AC U_e: - 440 V AC U_{imp}: - 12 kV AC I_n: - 2000 Amp. $I_{cu} = I_{cs} = I_{cw} = 50$ kA for 1 sec. Frequency: 50 Hz</p>
2.	<p>a. 3 Pole Draw Out Type,</p> <p>b. Rated current 1600 Amp.</p> <p>c. Conforms to IS/ IEC: 13947 – 2/60947 – 2</p> <p>d. Manually and Electrically Operated</p> <p>e. Protection through microprocessor based release (400 - 1600 Amp.)</p> <p>f. Lockable Trip push button kit</p> <p>g. Locking of ACB in any position</p> <p>h. Racking interlock</p> <p>i. Auto Spring charging system with Spring Charging Motor.</p> <p>j. Shunt Release Coil : 220 V, 50 Hz AC/DC, Closing Coil : 220 V, 50 Hz AC/DC</p> <p>k. Auxiliary Contact 6 NO + 6 NC</p> <p>l. Rack in handle</p> <p>m. In built protection:</p> <ul style="list-style-type: none"> • Earth fault • Single phasing preventer • Over current (IDMT) <p>U_i: - 1000 V AC U_e: - 440 V AC U_{imp}: - 12 KV AC I_n: - 1600 Amp. $I_{cu} = I_{cs} = I_{cw} = 50$ kA for 1 sec. Frequency: 50 Hz</p>

- 3.
- a. 3 Pole Draw Out Type
 - b. Rated current **630 Amp.**
 - c. Conforms to IS/ IEC: 13947 – 2/60947 – 2
 - d. Manually and Electrically Operated
 - e. Protection through microprocessor based release (300 - 630 Amp.)
 - f. Lockable Trip push button kit
 - g. Locking of ACB in any position
 - h. Racking interlock
 - i. Auto Spring charging system with Spring Charging Motor.
 - j. Shunt Release Coil : 220 V AC/DC, Closing Coil: 220 V AC/DC
 - k. Auxiliary Contact 6 NO + 6 NC
 - l. Rack in handle
 - m. In built protection:
 - Earth fault
 - Single phasing preventer
 - Over current (IDMT)

U_i : - 1000 V AC

U_e : - 440 V AC

U_{imp} : - 12 KV AC

I_n : - 630 Amp.

$I_{cu} = I_{cs} = I_{cw} = 50 \text{ kA}$ for 1 sec.,

Frequency: 50 Hz

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 :