



## BOKARO POWER SUPPLY COMPANY (P) LTD.

(A Joint Venture of SAIL & DVC)

Hall No. – M 01, Old Administrative Building  
ISPAT Bhawan, Bokaro Steel City – 827001.

Registered Office: ISPAT Bhawan, Lodhi Road, New Delhi – 110003  
CIN: U40300DL2001PTC112074

### TENDER DOCUMENT

Item under Procurement: Closed-Circuit self-contained oxygen Breathing Apparatus.

Tender Reference Number.: BPSCL/MM/24-25/PUR-062/NIT-023 dated 12/09/2024

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**SECTION-I**

**Instructions to Bidders**

1.	Bidder has the option of visiting the site before submission of offer.																
2.	<p><b>EMD</b></p> <p>Offer shall be accompanied with Earnest Money Deposit (EMD) in any of the following form (Payable at Bokaro Steel City):</p> <ul style="list-style-type: none"> <li>i) Demand Draft</li> <li>ii) Pay Orders</li> <li>iii) Bankers Cheque Payable at Bokaro Steel City</li> <li>iv) Bank Guarantee having validity of <i>(06) months</i>, from any Nationalized Bank / Scheduled Bank except Co-operative Bank drawn in favour of <b>Bokaro Power Supply Company (P) Ltd.</b> as per format given in bidding document.</li> </ul> <p><b>Note:</b> 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.</p> <ul style="list-style-type: none"> <li>v) RTGS / NEFT in BPSCL 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".</li> </ul> <p><b>Bank Account details of BPSCL:</b></p> <table border="1" data-bbox="544 1003 1410 1379"> <tr> <td>Name of Company / Beneficiary</td> <td>Bokaro Power Supply Co (Pvt) Ltd</td> </tr> <tr> <td>Bank Name</td> <td>State Bank of India</td> </tr> <tr> <td>Branch Name</td> <td>SME Branch, Bokaro</td> </tr> <tr> <td>Branch Code</td> <td>4231</td> </tr> <tr> <td>MICR Code of Branch</td> <td>827002012</td> </tr> <tr> <td>IFSC Code</td> <td>SBIN0004231</td> </tr> <tr> <td>Bank Account No.</td> <td>35665021458</td> </tr> <tr> <td>Bank Account Type</td> <td>Cash Credit Account</td> </tr> </table> <p><i>In case of forfeiture of EMD by BPSCL the bidder is required to reimburse the applicable GST to BPSCL.</i></p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>1. If the Bidder fails to submit / upload any of the aforesaid documents, its bid will be considered as ineligible and will be summarily rejected.</li> <li>2. The detail of EMD shall have to be indicated while submitting the offer on the portal <a href="https://etenders.gov.in">https://etenders.gov.in</a>. <b>The bidders shall also have to submit the hard copy of EMD (amount as mentioned in NIT) in an envelope super scribing "Earnest Money Deposit" and NIT Number.</b></li> </ul> <p><b>The intending bidder are advised to take care that EMD is correctly drawn and reaches on address for correspondence given in NIT before the Bid Opening date and time. Any relaxation in this regard will not be allowed.</b></p>	Name of Company / Beneficiary	Bokaro Power Supply Co (Pvt) Ltd	Bank Name	State Bank of India	Branch Name	SME Branch, Bokaro	Branch Code	4231	MICR Code of Branch	827002012	IFSC Code	SBIN0004231	Bank Account No.	35665021458	Bank Account Type	Cash Credit Account
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IFSC Code	SBIN0004231																
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3.	<p><b>EMD Exemption</b></p> <p>As mentioned in Notice Inviting Tender</p>																
	<p><b>Offers not accompanied with Earnest Money Deposit (EMD) or documents for exemption will be treated as INVALID.</b></p>																

4.	<b>Handling of Earnest Money:</b>	<p>i) Earnest Money will be refunded to the un-successful bidder after determination of L-1 bidder and no interest will be paid upon the same. <b>Bidders are requested to submit cancelled cheque / Bank Mandate along with bid for return of EMD.</b></p> <p>ii) EMD will be returned after submission of Security Deposit (SD) or may be considered as part of SD in case of successful bidders.</p>
5.	<b>Instructions for Online Bid Submission</b>	<p>The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at:<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>.</p> <p><b>REGISTRATION</b></p> <ol style="list-style-type: none"> <li>1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> ) by clicking on the link "<b>Online bidder Enrollment</b>" on the CPP Portal which is free of charge.</li> <li>2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</li> <li>3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</li> <li>4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.</li> <li>5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.</li> <li>6) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.</li> </ol> <p><b>SEARCHING FOR TENDER DOCUMENTS</b></p> <ol style="list-style-type: none"> <li>1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.</li> <li>2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.</li> <li>3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.</li> </ol> <p><b>PREPARATION OF BIDS</b></p> <ol style="list-style-type: none"> <li>1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.</li> <li>2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the</li> </ol>

bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in **PDF / XLS / RAR/ DWF/JPG** formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents.
- 5) These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message

		<p>&amp;a bid summary will be displayed with the bid no. and the date &amp; time of submissionof the bid with all other relevant details.</p> <p>10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p><b>ASSISTANCE TO BIDDERS</b></p> <p>1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.</p> <p>2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.</p>
6.	<b>Guidelines for submission of Tender</b>	<p>1) Bid along with all the documents should be submitted in electronic form only through e-Tendering system.</p> <p>2) Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p> <p>3) For submission of bid, the Bidder shall have to login into the CPP portal <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> using their respective Login IDs, Passwords and Digital Signature Certificate.</p> <p>4) Bidders, who are not registered on the CPP portal but who intend to participate in the instant tender, will have to register on the portal. For any assistance in the registration process, Bidder may get in touch with BPSCL, <b>Contact no.: 06542 240380, e-mail id: <a href="mailto:purchase@bpscl.com">purchase@bpscl.com</a></b></p> <p><b>5) Bid Parts:</b></p> <p><b>A. Techno-commercial Bid:</b></p> <p><b>a) Cover Type: Fee</b> This part shall comprise of Earnest Money Deposit (EMD), details envisaged elsewhere in the Tender document.</p> <p><b>b) Cover Type : Technical:</b> The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> <li>1) Techno Commercial Proposal / Offer</li> <li>2) Acceptance of Terms &amp; Conditions</li> <li>3) Documents as required in accordance with Eligibility Criteria</li> <li>4) GST registration certificate</li> <li>5) Duly filled Annexure – I to V</li> <li>6) For MSEs, Bidder shall submit a copy of Udyam Registration Certificate along with their offer.</li> <li>7) Any other document asked for in the Bidding Documents</li> </ol> <p><b>Note:</b> a) Bidders are requested to upload clearly visible / legible documents only. If the documents are not clearly visible, the offer shall be liable for rejection without any further communication.</p> <p>b) <b>The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid will be summarily rejected.</b></p> <p><b>B. Price Bid:</b></p> <p><b>a) Cover Type: Finance</b></p> <ol style="list-style-type: none"> <li>i) The Price bid is to be submitted in the BOQ provided in the Tender at <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>.</li> <li>ii) The tender document including price bid template downloaded by the bidder shall not be tampered / modified in any manner. <b>In case the same is found to be tampered / modified in any manner, bid will be rejected and EMD will be forfeited and Bidder shall be liable to be banned from doing business with BPSCL for a suitable period as per policy of BPSCL.</b></li> </ol>

		<p>iii) Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</p> <p>iv) For preparation of the "Price Bid", Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the 'BOQ' (excel file) only of Bidding Documents.</p> <p>v) The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms &amp; condition of the bidding document.</p>				
7.	<p><b>Guidelines for participating in Reverse Auction</b></p>	<p>1. Auction Terminology:</p> <p>a) <b>Reverse Auction:</b> A bidder shall quote below the Starting Price or Current Auction Price.</p> <p>b) <b>Auction Start Date &amp; Time and Auction End Date &amp; Time:</b> Live auction would be conducted during this period.</p> <p>c) <b>Auction Elapse Time in minutes:</b> It is the minute(s) before the 'Auction End Time' and acts as a trigger for auto extension of current auction. If a bid is received successfully within these minutes, the auction will be extended subject to number of extensions is not crossed.</p> <p>d) <b>Auction Bid Auto Extensions in minutes:</b> The Auction End Time will be extended by this 'Auto Extension Time in Minutes', if a bid is received successfully within 'Elapse Time' in Minutes. Process will continue till no bid is received in elapse time.</p> <p>e) <b>Auto Extension Restriction Required:</b> If BPSCL desires to restrict the number of Extensions during Live Auction then it will specify this parameter as 'Yes' and also specify the number of extensions required. System will accordingly, extend the Auction only for specified number of times. If unlimited Extensions is required then BPSCL will specify it as 'No'.</p> <p>f) <b>Max Seal Percentage:</b> It defines maximum value a bidder can quote in multiples of incremental / decremental value in the auction. In case of <b>Reverse Auction</b>, in order to displace a standing lowest bid and to become "L-1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %. For example:</p> <table border="1" data-bbox="533 1234 1466 1314"> <tr> <td>Current price: Rs. 49,000</td> <td>Decrement value: Rs. 1,000</td> </tr> <tr> <td>Maximum Seal %: 50</td> <td></td> </tr> </table> <p>In this case, a bidder can quote minimum decrement amount as Rs. 49,000 – Rs. 1,000 = Rs. 48,000 and maximum decrement amount is Rs. 49,000 – Rs. 24,500 – Rs. 1,000 = Rs. 23,500 = Rs. 24,000* (as decrement value is in terms of Rs. 1,000).</p> <p>g) <b>Bidder Elimination process:</b> If BPSCL wishes to eliminate bidders who are offering high price for participating in Reverse Auction, then BPSCL will select this option as 'Yes'. In addition, if <b>Allow Preferential Bidder Elimination</b> is selected as 'No' by BPSCL, then Preferential bidders like (MSME / Start-up / Make in India) will not be eliminated even if they have quoted very high price and will be allowed to participate in Reverse Auction. Moreover, even if <b>Allow Preferential Bidder Elimination</b> is selected as 'Yes' by BPSCL, in this case during highest bidder elimination process in reverse auction, if the bidder is a privileged Bidder and their quote rate falls under the criteria L-1+Tolerance percentage, it will not be eliminated and all others will be eliminated.</p> <p>h) <b>Minimum Bidder for Elimination - 4 (recommended value):</b> If BPSCL has received the minimum number of bids, say 4, then system will initiate the Bidder Elimination process.</p> <p>i) <b>Number of Bidder to Eliminate - 1 (recommended value):</b> When the system will implement Bidder Elimination process, then system will eliminate say 1 (or mentioned number of Bidder) and start the Auction process with rest of the Bidders.</p> <p>In case of Reverse Auction, H1 Bidder will be eliminated from participating in the auction even though qualified in the techno-commercial evaluation.</p>	Current price: Rs. 49,000	Decrement value: Rs. 1,000	Maximum Seal %: 50	
Current price: Rs. 49,000	Decrement value: Rs. 1,000					
Maximum Seal %: 50						

2. Tender Cum Auction is a combination of electronic Tender followed by Reverse Auction in GePNIC. It is generally called as e-RA. The Reverse Auction will be conducted after Opening of Price / Financial Bids.
3. BPSCL will normally mention about conducting of e-RA along with necessary instructions at the Notice Inviting Tender (NIT) stage itself. In the portal, it will be mentioned in the Form of Contract as 'Tender Cum Auction' against the particular tender.
4. Bidders, who are registered as privileged bidders (like MSME/ Start-up / Make in India) in the portal and wish to avail the preferential treatment during financial evaluation of the tender, as per GoI policy, should upload relevant documents during bid submission to claim Preferential treatment, subject to whether the preferential treatment is permitted by BPSCL against that tender during the time of publishing.
5. Generally, all bidders, whose offers are techno-commercially qualified & approved by BPSCL will be eligible for participation in the Reverse Auction.
6. Bidder's eligibility in the Reverse Auction will also depend on the "Bidders Elimination Process" configured by BPSCL in the tender. The elimination criterion for auction is one which normally restricts one or more bidders from participation in the auction who have quoted such price in the tender which is exorbitantly high. Hence, **bidders are advised to quote reasonably in the price bid to avoid elimination from participation in the auction.** Bidders are advised to refer to NIT / Tender documents or may contact concerned tender inviting authority for auction elimination criteria against the tender.
7. After opening of the price (financial) bids, system will display L-1 bidder price based on either **overall price** or **item wise/lot price** automatically.
8. The participation in the auction by an eligible bidder is voluntary. It is solely at the discretion of the bidder to participate in the auction. If a qualified bidder is not interested to participate in the auction, then price / financial bid submitted by bidder in the tender shall be treated as final price / financial bid of that bidder.
9. There will be no participation fees for the Auction. The bidders get an opportunity to change their prices by participating in the auction. In the case of Reverse Auction, the least price among the value quoted by the bidder in the auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender.
10. Using the system provided price, which would normally be considered as auction start price (but can be changed by BPSCL, if required), the system will create Reverse Auction and the auction will be published by BPSCL.
11. BPSCL reserves the right to fix the "Opening Price" i.e. the base price/ start price for Reverse e-Auction.
12. The "Opening Price" i.e. the start price for Reverse e-Auction will be as decided by BPSCL in Indian Rupees(INR) after evaluation of the Initial Price Offers.
13. The Techno-commercially qualified bidders (who are not eliminated by the system from participation in the Auction as per elimination criteria set by BPSCL against that tender cum auction) will receive Auction schedule intimation through e-mail. However, bidders are always advised to visit web site / portal regularly to keep them updated and to timely act upon w.r.t auction / other requirements of the tender.
14. The server time (which is displayed on the bidders' dash-board after login) will be considered as the standard time for referencing the deadlines for participation in live auction and other processes during auction in the portal. The bidders should follow server time (Server System Clock) for all activities in the portal. The time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30.
15. As per the configuration defined against the tender cum auction by BPSCL, the system will not disclose the name of the L-1 bidder, number of bids and names of the participating bidders on the portal to anybody prior to the completion of Reverse Auction process.
16. Participation in Reverse Auction:
  - a) Bidders shall login using their login ID & Password and then using DSC.
  - b) Click on 'My Auctions' button given in left side of page, to view all Auction details for which bidder is Techno-Commercially qualified.
  - c) For participating in Live Auction during schedule date & time,
    - i) Click on Live Auctions Button.
    - ii) Click on View button to participate in the interested Auction

- iii) There is List of qualified Lots in which Bidder can participate against selected Auction. Click on Hammer Icon to participate in the respective lot.
  - iv) On clicking Hammer Icon, system will show Start price, Decremental (or Incremental) price and Current price against lot. Current Price will appear as Blank (-) in case no bidder has offered price.
  - v) Enter your Price in 'My Auction Price in Rs.' in multiples of decremental value up to above Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.
  - vi) System will then display Current Auction Price, Auction submitted Date / Time (last successfully quoted date & time), Auction scheduled date & time, Auction extended time up to (if any) etc.
  - vii) On clicking "Refresh" Link in the screen, then the screen will be reloaded and will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate (highest amount/ rate) which any Bidder would have quoted.
17. The live auction will be extended automatically by "Auto Extensions in minutes" if a valid and digitally signed bid has been successfully recorded in the system during the "Auction Elapse Time in minutes" before auction closing. The server time will be considered final and all bids that are received and recorded by the server before the auction close time (as per the server time) only shall be treated as valid bids. Bidder should follow the auction end / close time as displayed on the screen.
- 18. During the auction, the bidders are also advised to click "Refresh" link for refreshing their webpage to get the latest information about the status of the auction. The Live Auction window will remain same and also time remaining will be ticking, even in the event of disconnection of bidder computer system, Network / Internet. The bids submitted by other bidders during the time of disconnection of bidder computer system will not be displayed on the disconnected Bidder's screen. Another bidder might have become L-1 for the item during this time. To overcome this situation the bidders are also advised to click "Refresh" link for refreshing their webpage frequently.**
19. The last (latest) successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.
  20. The chronologically last (latest) bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by BPSCL will form a binding contract between BPSCL and the bidder for entering into a contract.
  21. For those bidders, who are eliminated from participating in the auction or bidders who are eligible for auction but have not provided any price during auction, the rate quoted in the price / financial bid of the tender will be considered as final price.
  22. Internet connectivity and other paraphernalia requirements shall have to be ensured by the bidder. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the live auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
  23. Neither National Informatics Centre nor BPSCL will be held responsible for the same in any manner for non-submission of bid / quote during live auction within due date / time following due process prevalent at that time in the portal due to failure of computer system, power, network, internet connectivity or delay in performance or otherwise at Bidder's end or any other reasons for which bidder is solely responsible.
  24. BPSCL reserves the right to postpone, suspend / pause, resume and extend the Auction, if required.
  25. Bidder shall not divulge their bids to any other Bidder during auction. If a Bidder or any of its representatives are found to be involved in Price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, strict action, including black listing, shall be taken against such bidders as per procurement guidelines / policies of BPSCL.
  26. After the conclusion of the Online Reverse Auction, all bidders who have participated in Reverse Auction will see the overall Comparative chart, i.e., L-1 price of the Auction.
  27. Based on the L-1 price of each bidder as well as the price quoted in the tender by the non-participating bidder, comparative chart will be generated by the system and accordingly, further financial evaluation processing will be done by BPSCL.
  28. After conclusion of the Reverse e-Auction event, the lowest Bidder has to e-mail from its registered e-mail Id, "Final percentage (%) decrement / Final item-wise price" as quoted



		<p>during the online Reverse e-Auction duly signed by the authorized person, in the prescribed Price Schedule- (Excel Sheet) format, (in which, price bid for the tender had been submitted by the firm), within 24 hours from the date of completion of the Reverse Auction if so required by BPSCL.</p> <p><b>29. In the event of L-1 bidder refusing to give break-up of price and in case order cannot be placed without price break-up the bidder shall be suspended for a period of 01 (one) year from the date of issue of suspension order and their EMD will be forfeited.</b></p> <p><b>30. In the event of L1 Bidder backing out prior to placement of order, the bidder shall be suspended for a period of 01 (one) year from the date of issue of suspension order and their EMD will be forfeited.</b></p> <p><b>31.</b> BPSCL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason thereof, with intimation to bidders.</p> <p><b>32.</b> Bidding will be conducted only in Indian Rupees as indicated in the tender.</p> <p><b>Note: If no bid is received in the Bidding system/website within the specified time duration of the online Reverse e-Auction, then the L-1 bidder will be decided on the basis of prices quoted by the Bidders in the BOQ template at the time of submission of techno-commercial bid.</b></p>
8.	<b>Corrigendum/ Amendment to Bidding Documents</b>	<p>At any time prior to the deadline for submission of bids, BPSCL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigendum's/amendment's will be posted on the CPP portal only. <b>Any such changes shall not be published on BPSCL portal.</b></p> <p>The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the referred portal regarding posting of Amendments, if any.</p>
9.	<b>Bid Currencies</b>	All prices to be quoted by the bidders will be in Indian Rupees only.
10.	<b>Authority of Person signing Bid</b>	An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted as part of the Techno-commercial Bid.
11.	<b>Modification and Withdrawal of Bids</b>	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. If Bidder withdraws its bid during the aforesaid period without giving any satisfactory and acceptable explanation thereof, he shall be disqualified from participating in any tender of the BPSCL for a minimum period of one (01) year and his Earnest Money will be forfeited.</p>
12.	<b>Conditional Offer / Deviations</b>	Any conditional offer or offer having deviations is liable to be rejected
13.	<b>Clarification on Bids</b>	<p>a) 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.</p> <p><b>Explanation:</b> 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.</p> <p>b) 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.</p> <p><b>Explanation:</b> 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.</p>

14.	<b>Bidding through Authorized Representatives</b>	<p>i) In a tender, either the authorized representative on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously. If authorized representative of Principal/OEM quote along with Principal/OEM, only the offer of Principal/OEM will be considered as valid.</p> <p>ii) If an authorized representative submits bid on behalf of the Principal/OEM, the same authorized representative shall not submit bid on behalf of another Principal/OEM in the same tender.</p> <p>iii) For bidding through authorized dealer, an authorization letter (tender specific) with complete address, phone number, email id and CPPP login ID of the dealer must be mailed to purchase@bpscl.com</p>
15.	<b>Purchase Preference</b>	<p>Unless otherwise stipulated, BPSCL reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:</p> <p>i. <b>Purchase preference to Micro and Small Enterprises (MSEs):</b> Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.</p> <p><b>a. Where Item Wise Evaluation Is Applicable:</b> For availing MSE benefits, bidder shall submit Udyam Registration Certificate and shall confirm that some or all of the items offered/ quoted are manufactured by them (specifying the names of such items). Further, Bidder will also need to confirm that it understands that the benefit of purchase preference will be available only for such item(s) quoted/offered by bidder for which Bidder is a manufacturer and, for rest of the items, its bid shall be evaluated/treated as Non-MSE bid.</p> <p><i>Format for declaration / undertaking by bidder at Annexure-III</i></p> <p><del><b>b. Where Package Wise Evaluation Is Applicable:</b></del> <del>For availing purchase preference, bidder shall submit Udyam Registration Certificate and shall confirm that they are manufacturer of all such item(s); which are a prerequisite as specified in bidding documents.</del></p> <p><del>In case, Bidder is not a manufacturer of all such items which are a prerequisite for extending MSE benefits of purchase preference, but is a manufacturer of at least one of the item (s) of the package, then benefits of EMD and Tender fee exemption only shall be extended and its bid shall be evaluated / treated as Non-MSE bid.</del></p> <p>ii. <b>Preference to Make In India products:</b> The minimum local content to qualify as a Class I local supplier/ Class II local supplier is denoted in the bid document. The bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid <b>as per Annexure-IV and Annexure-V</b>, failing which bid will be rejected.</p>
<p>The Special Terms and Conditions will supersede any other related conditions anywhere else in the tender documents and will prevail for evaluation / finalization of the tender.</p>		

**General Terms and Conditions**

<p><b>1. Document Verification</b></p>	<p>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.</p>															
<p><b>2. Freight</b></p>	<p>The material is to be supplied FOR, BPSCL Stores basis. Bidder shall be responsible for transportation and safe delivery of materials.</p>															
<p><b>3. Transit Insurance</b></p>	<p>Transit Insurance will be arranged and borne by bidder.</p>															
<p><b>4. Security Deposit</b></p>	<p>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:</p> <table border="1" data-bbox="459 792 1426 1115"> <thead> <tr> <th>Sl. No.</th> <th>Purchase order value (Excluding GST)</th> <th>Amount of Security Deposit</th> </tr> </thead> <tbody> <tr> <td>i.</td> <td>Up to Rs. 20 Lakh</td> <td>10% of Purchase order value.</td> </tr> <tr> <td>ii.</td> <td>Over Rs. 20 Lakh up to 100 Lakhs</td> <td>05% of Purchase order value subject to a minimum of Rs.2,50,000.00.</td> </tr> <tr> <td>iii.</td> <td>Over Rs. 100 Lakh up to 500 Lakhs</td> <td>02% of Purchase order value subject to a minimum of Rs.7,50,000.00</td> </tr> <tr> <td>iv.</td> <td>Over Rs. 500 Lakhs</td> <td>01% of Purchase order value, subject to minimum of Rs. 10,00,000.00.</td> </tr> </tbody> </table> <p>The Security Deposit shall be in the form of <b>Bank draft / Bankers Cheque / Bank Guarantee</b> (as per format given in bidding document) having validity up to guarantee period of the item to be supplied plus three (03) months of claim period. <b>Bank Draft / Bankers Cheque</b> shall be in favor of Bokaro Power Supply Company (P) Ltd. payable at Bokaro Steel City.</p> <p>The expression "satisfactory execution of the order," shall mean fulfilment 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.</p> <p><i>In case of forfeiture of Security Deposit, you shall be required to reimburse the applicable GST to BPSCL.</i></p>	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	iv.	Over Rs. 500 Lakhs	01% of Purchase order value, subject to minimum of Rs. 10,00,000.00.
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iv.	Over Rs. 500 Lakhs	01% of Purchase order value, subject to minimum of Rs. 10,00,000.00.														
<p><b>5. Taxes and Duties</b></p>	<p>You must mention applicable GST rate in your offer with compliance of following GST clauses:</p> <ol style="list-style-type: none"> <li>You shall have to quote GST as extra. If not mentioned, same will be considered as EXTRA.</li> <li>You shall have to pass on the tax benefit/savings, if any, on account of output taxes to BPSCL.</li> <li>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</li> </ol>															

	<p>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.</p> <p>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.</p> <p>e) You shall have to maintain high GST compliance rating track record at any given point of time.</p>
<p><b>6. Responsibility for Performance of Contract</b></p>	<p>a) The Supplier shall be entirely responsible for the performance of the contract in all respects in accordance with the terms and conditions as specified in the Contract.</p> <p>b) Wherever, the supplier is an authorized dealer / representative of the manufacturer, both the authorized dealer/ representative and the manufacturer will be jointly &amp; severally responsible for the performance of the contract in all respects in accordance with the terms and conditions as specified in the Contract.</p> <p>c) In case the scope of work includes supply of material alongwith with application, then the supplier must comply with all relevant safety norms of BPSCL Plants and applicable statutory provisions.</p>
<p><b>7. Packing</b></p>	<p>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.</p> <p>b) Marking of Packages, Packing, etc. - Each package delivered under the contract shall bear the following:</p> <ol style="list-style-type: none"> <li>i) Name of the Supplier</li> <li>ii) Contract/Order Number</li> <li>iii) Consignee's name and address</li> <li>iv) Description and quantity of contents</li> <li>v) Gross weight, net weight,</li> <li>vi) Distinctive number or mark which is also to be shown, for the purpose of identification, on the Supplier's packing list.</li> <li>vii) Catalogue Number</li> </ol>
<p><b>8. Inspection</b></p>	<p>Acceptance of material is subject to Inspection.</p> <p>a) Inspection, if required may be carried out by BPSCL at destination, or at the Supplier's premises or at any other place as BPSCL may deem fit as stipulated in the Contract during different stages of manufacture including final Pre-dispatch inspection and accordingly Inspection Certificates shall be issued.</p> <p>b) <b>Notification by Supplier</b> -In case of inspection at the Supplier's premises, notice in writing shall be sent by the Supplier, sufficiently in advance, to BPSCL when the stores to be supplied are ready for inspection. In case of third party inspection, notice shall be given directly to the third party inspection agency under intimation to BPSCL; all charges for third party inspection shall be borne by the Supplier.</p> <p>c) <b>Removal of Rejection:</b> 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.</p>
<p><b>9. Paying authority</b></p>	<p>In-charge (F&amp;A), BPSCL. Bill in triplicate duly receipted on the revenue stamp with cancelled cheque/ bank mandate are to be submitted to In-Charge (F&amp;A), Bokaro Power Supply Company (P) Limited for processing of the same.</p>

<p><b>10. Failure of Delivery</b></p>	<p>In case the delivery is delayed beyond the prescribed delivery period, the material can only be supplied with prior consent of the purchaser. In case Supplier fail to deliver the stores or any consignment thereof, within the period prescribed for such delivery, the Purchaser shall be entitled at his option, to the following:</p> <p>a) Liquidated Damages b) Risk Purchase</p>
<p><b>11. Liquidated Damages</b></p>	<p>Timely delivery is the essence of the contract &amp; must be completed as per the dates specified therein.</p> <p>In the event of supply not being effected within the contractual delivery schedule given in the order (for reasons attributable to supplier), excluding the time taken by BPSCL in approval of the drawings/QAP submitted by you (if any), 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.</p>
<p><b>12. Force Majeure</b></p>	<p>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.</p>
<p><b>13. Risk Purchase</b></p>	<p>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 &amp; cost for the unsupplied portion of the goods / items for which delivery period has expired.</p>
<p><b>14. Banning of Business Dealings</b></p>	<p>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 <a href="http://www.bpscl.com">www.bpscl.com</a>.</p>
<p><b>15. Recovery of Sums due</b></p>	<p>Whenever under this Contract any sum of money is recoverable from and payable by the Supplier, the Purchaser shall be entitled to recover such sum by appropriating, in part or whole the security deposited by the Supplier, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Supplier, then the balance or the sum recoverable, as the case may be, shall be deducted from any sum due or which at any time thereafter may become due to the Supplier under this or any other Contract with the Purchaser / Company. Should this sum be not sufficient to cover the full amount recoverable the Supplier shall pay to the Purchaser / Company on demand the remaining balance due.</p>

**Special Terms and Conditions**

(The terms and conditions in this section are to be read in conjunction with the General Terms and Conditions & Instruction to Bidders. In case of any contradictions, the conditions mentioned herein shall supersede any other related conditions anywhere else in this tender document)

<b>1. Price Basis</b>	F.O.R. Destination Site basis  Bidder has to quote the unit basic price inclusive of P&F, Freight, Insurance Charges and any other charges.  Applicable GST extra Rate % along with applicable HSN code to be quoted against each item.
<b>2. Price Variation</b>	Firm till the completion of delivery
<b>3. Payment Term</b>	100% against GRN.
<b>4. Delivery Period</b>	Within Two (02) months from the date of placement of Purchase Order.
<b>5. Consignee</b>	In-Charge (Stores) Power Plant, BPSCL
<b>6. Delivery At</b>	BPSCL Stores, Power Plant Bokaro Steel City, Jharkhand
<b>7. Inspection</b>	Final inspection will be done at BPSCL store after receipt of material.
<b>8. Security Deposit</b>	As per General Terms & Conditions
<b>9. Guarantee</b>	The guarantee period should be twelve (12) months from the date of commissioning/ use or eighteen (18) months from the date of delivery of the item, whichever is earlier. For any defects discovered during guarantee period, the defective item shall be repaired / replaced 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.
<b>10. Documents to be submitted along with the material</b>	a) Guarantee Certificate b) Manufacture's Test Certificate c) Manufacturer Calibration Certificate for each BA. d) Test certificate for each oxygen cylinder.
<p>11. Duration of use not less than 4 hours in any conditions at 200 bar pressure in oxygen cylinder. 12. Free replacement of breathing bags and soda lime cartridge box in case of any defect observed within a period of 5 years. 13. Accessories: 02 years operational Spares and tool kit for each BA.</p>	

**Bill of Material (BOM)**

<b>Sl. No.</b>	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>
<b>1.</b>	<b>Cat No.: 16700199106</b> Self -contained close -circuit compressed oxygen breathing apparatus, in ready to use condition with all accessories including low pressure alarm device. <b>Model:-P30 (DEZEGA) or equivalent.</b>	<b>05 Numbers</b>

**Format for Self-Declaration**

I, ....., son / daughter of Shri ....., aged ..... years,  
resident of ....., PS ....., District: ....., State: ....., do hereby  
declare that:

1. I am the authorized representative and signatory of M/s..... (*name of the firm / company*).
2. I have carefully read the contents of the tender. ( Ref. No.....) and its subsequent amendment/ corrigendum/ addendum , if any.
3. All document(s) submitted / information provided by M/s ....., along with 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.
4. That at any time during the process for evaluations of tenders, if any information / document submitted by us is found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of BPSCL and initiating any legal action as deemed fit by BPSCL. Further, that our offer shall be summarily rejected.
5. That at any time after award of the contract, if the certificates submitted by us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee, if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of BPSCL and initiating any legal action as deemed fit by BPSCL.
6. 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 one.
7. 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: .....



**Format for Authorization for signing Bid**

(The undertaking should be on the Letter Head of the Bidder)

**TO WHOM IT MAY CONCERN**

This is to certify that {Name of DSC Holder} of M/s {Name of Participating Firm/Company} has the authority to sign the response/ offer using his digital signature and any document(s) in hardcopy pertaining to BPSCL Tender No. .... dated ..... using his official usual signature and the bid/offer/response shall be binding upon us during the full period of its validity.

Signature of {Name of DSC Holder} is duly attested hereunder.

Thanking you

Yours faithfully

.....  
Signature of the Competent Authority of the Company with seal

**Signature of** {Name of DSC Holder} of M/s {Name of Participating Firm/Company}

**Attested by** {Name of Competent Authority}

**Stamp**

\*DSC- Digital Signature Certificate

**Undertaking to be given by the MSE Bidder for availing benefits as per PPP 2012 for cases where item wise evaluation is applicable as per the provisions of bidding documents}**

To,

CGM (MM)  
BPSCCL

**Subject:** Undertaking for availing benefits as per MSE-PPP 2012 and its subsequent amendments(s).

**Tender Ref. No:** BPSCCL/MM/24-25/PUR-062/NIT-023 dated 12/09/2024 for **Procurement of Closed Circuit self contained oxygen Breathing Apparatus.**

**Our Bid Ref. No.**..... **Dated**.....

Dear Sir,

With reference to our bid (as referred above) against subject Tender Invitation, we have attached relevant documents for availing benefits/ exemptions available to MSEs as per PPP 2012 and its subsequent amendments, if any. We are aware that benefits to MSEs under PPP 2012 are available to manufacturer of goods and not to traders/dealers and accordingly, we hereby undertake that:

\* We are manufacturer of all the quoted item(s) and understand that the benefits as applicable to MSEs under PPP 2012 including Purchase Preference shall be applicable as per provisions of Bidding Document for all the quoted items of our bid.

**Details of offered items for which Bidder is a manufacturer**

<b>Item Sl. No.</b>	<b>Item Description</b>
1.	Self -contained close -circuit compressed oxygen breathing apparatus, in ready to use condition with all accessories including low pressure alarm device.

Thanking you,

(Authorised Signatory)

Name & address of the bidder .....

Date:

\* Strike out whichever is not applicable

**SELF-DECLARATION REGARDING LOCAL CONTENT & MANUFACTURING PLACE**

**(To be submitted from OEM / Manufacturer on Letter Head)**

To,

CGM (MM)  
BPSCCL

**Subject:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

**Tender Ref. No: BPSCCL/MM/24-25/PUR-062/NIT-023 dated 12/09/2024 for Procurement of Closed Circuit self contained oxygen Breathing Apparatus.**

**Our Bid Ref. No..... Dated.....**

Dear Sir,

We have read the provisions of "Preference to Make in India and granting of purchase preference to Class-I local suppliers". In terms of the requirement of the aforesaid provisions, we hereby declare the following:-

1. We confirm that we are a 'Class-I local supplier' and the local content for the quoted product is ..... %.
2. We also submit details of the location(s) at which the local value addition has been made.  
Location details (City, District) :.....
3. We further agree to furnish any information as a proof of the above to your satisfaction as and when required.

(Signature).....

Date : (Designation).....

Place : .....

(Seal).....

**Declaration**

**[Whether the Bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India)].**

To,

CGM (MM)  
BPSCCL

**Tender Ref. No: BPSCCL/MM/24-25/PUR-062/NIT-023 dated 12/09/2024 for Procurement of Closed Circuit self contained oxygen Breathing Apparatus.**

**Our Bid Ref. No..... Dated.....**

---

Dear Sir,

We have read the provisions of "Preference to Make in India and granting of purchase preference to local suppliers" as mentioned in Bid Documents. In terms of the requirement of the aforesaid provisions, we confirm the following: -

Whether the Bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) .	Yes / NO [Strike off, whichever is not applicable]
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We further agree to furnish any information as a proof of the above to your satisfaction as and when required.

(Signature).....  
Date : (Designation).....  
Place : .....  
(Seal).....

**ANNEXURE-VI**

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

**PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT (EMD)**

Ref..... Bank Guarantee No..... Date.....

To  
M/s Bokaro Power Supply Company (P) Ltd.  
Hall No. – M-01, Old ADM Building,  
Ispat Bhawan,  
Bokaro Steel City – 827001

Dear Sirs,

In accordance with your Notice with Inviting Tender  
for.....under your specification  
No.....dated.....M/s.....(Name& full address of the firm) (Hereinafter called the Tenderer) hereby submit  
the Bank Guarantee: Whereas to participate in the said tender for the following:

1. .... (Name & Description of the work/materials)
2. ....
3. ....

It is a condition in the tender documents that the tenderer has to deposit Earnest Money amounting to Rs. .... in respect to the tender, with Bokaro Power Supply Company (P) Ltd. (\*) (hereinafter referred to as "Company") by a Bank Guarantee from a Nationalized Bank/ Schedule Bank/Foreign Bank irrevocable and operative till the validity of the offer (i.e. ....days from the date of opening of tender) for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents.

And whereas the tenderer desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank Guarantee for a sum of Rs..... to the Company as Earnest Money.

Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the Company of the said guaranteed amount without any demur, reservation or recourse.

We, the aforesaid bank, further agree that the Company shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the Earnest Money required to be deposited by the Tenderer in respect of the said Tender Document and the decision of the Company that the Tender has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Company and it is further declared that it shall not be necessary for the Company to proceed against the Tenderer before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the Company may have obtained or shall be obtained from the Tenderer at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealised under the Guarantee.

The right of the Company to recover the said amount of Rs. .... (Rupees.....) from us in manner aforesaid will not be precluded/affected, even if, disputes have been raised by the said M/S.....(Tenderer) and/or dispute or disputes are pending before any authority, officer, tribunal, arbitrator(s) etc.

We, (Name of bank.....), hereby further agree that the guarantee herein contained can be operable from its Bokaro Steel City Branch and shall not be effected by any change in the constitution of the SELLER / CONTRACTOR and / or PURCHASER.

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. .... (Rupees .....) only and our guarantee shall remain in force up to ..... and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the ..... all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Date .....

(Signature) .....

Place .....

(Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of: WTTNESS (with full name, designation, address & official seal, if any)

(1).....

(2).....

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT**

Ref.....

Bank Guarantee No.....

Date.....

1. KNOW ALL MEN BY THESE PRESENTS that in consideration of Bokaro Power Supply Company (P) Ltd., a Joint Venture of SAIL & DVC constituted and established under the Companies Act 1956 and having its Registered Office at Ispat Bhawan, Lodi Road, New Delhi- 110 003 & one of its unit at Hall No. –M-01, Old ADM Building, Ispat Bhawan, Bokaro Steel City –827001 (hereinafter called “The Company”) having agreed to accept from \_\_\_\_\_ (hereinafter called “The Contractor”), a Bank Guarantee for Rs. \_\_\_\_\_ in lieu of Cash Security Deposit for the due fulfilment by the Contractor of the terms & conditions of the \*Purchase Order/Letter of Intent/Letter of Acceptance/ work order No. \_\_\_\_\_ issued by the Company for (Name & Description of the work/material) \_\_\_\_\_ (hereinafter called “the said\* Purchase Order/Letter of Intent/Letter of Acceptance/ work order”) we \_\_\_\_\_ (hereinafter called “the Guarantor”) do hereby undertake to indemnify and keep indemnified the Company to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Company by reason of any breach by the Contractor of any of the terms and conditions contained in the said \* Purchase Order/Letter of Intent/Letter of Acceptance/ work order of which breach the opinion of the Company shall be final and conclusive.
2. AND WE, \_\_\_\_\_ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Company such sum not exceeding the said sum of \_\_\_\_\_ (Rupees \_\_\_\_\_) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for \_\_\_\_\_ PLACED WITH IT (the work tendered for by it) within the period stipulated in the said\* Purchase Order/Letter of Intent/Letter of Acceptance/work order in accordance with terms and conditions contained or referred to in the said\* Purchase Order/Letter of Intent/Letter of Acceptance/work order in the event of the Contractor refusing or neglecting to maintain satisfactory operation of the equipment or work or to make good any defect therein or otherwise to comply with and conform to the design, specification, terms and conditions contained or referred to in the said\* Purchase Order/Letter of Intent/Letter of Acceptance/ work order.
3. WE \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said \*Purchase Order/Letter of Intent/Letter of Acceptance/work order including the warranty obligations and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said\* Purchase Order/Letter of Intent/Letter of Acceptance/work order have been fully paid and its claims satisfied or discharged or till the Company or its authorized representative certified that the terms and conditions of the said\* Purchase Order/Letter of Intent/Letter of Acceptance/ work order have been fully and properly carried out by the said contractor and accordingly discharged the Guarantee.
4. WE \_\_\_\_\_, the Guarantor undertake to extend the validity of Bank Guarantee at the request of the Contractor for further period or periods from time to time beyond its present validity period failing which we shall pay the Company the amount of Guarantee.
5. The liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed against us within 6 months from \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter).
6. The Guarantee herein contained shall not be determined or effected by liquidation or winding up or insolvency or closure of the Contractor.
7. The executants has the power to issue this guarantee on behalf of the Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.
8. We, (Name of bank.....), hereby further agree that the guarantee herein contained can be operable from its Bokaro Steel City Branch and shall not be effected by any change in the constitution of the SELLER / CONTRACTOR and / or PURCHASER.
9. Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and our guarantee shall remain in force



A Joint Venture of SAIL and DVC

upto \_\_\_\_\_ and unless a demand or claim under the guarantee is made on us in writing on or before \_\_\_\_\_ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Corporation in writing. In witness whereof we \_\_\_\_\_ have set and subscribed our hand on this \_\_\_\_\_ day of \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED (Stamp of the executants)

WITNESS 1) \_\_\_\_\_ 2) \_\_\_\_\_

(Name & address in full with Rubber Stamp) \* Mention the relevant along with reference number



(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

**FORM OF EXTENSION OF BANK GUARANTEE**

Ref. No. :

Date.....

M/s Bokaro Power Supply Company (P) Ltd.  
Hall No. – M-01,  
Old ADM Building,  
Ispat Bhawan, Bokaro Steel City – 827001

Sub: Extension of Bank Guarantee No..... Dated ..... for Rs..... Favouring yourselves, expiring on ..... on account of M/s .....in respect of P.O. / W.O No. .... Dated..... (Hereinafter called original Bank Guarantee)

Dear Sirs,

At the request of M/s..... We..... Bank Branch Office at.....and having its head office at .....do hereby extend the validity of the above mentioned Bank Guarantee No..... dated.....by another ..... months/years and will now expire on..... with claim period upto .....

Except as provided above, all other terms and conditions of the original Bank Guarantee No.....Dated.....shall remain unaltered and binding. Please treat this as an integral part of the original guarantee to which it would be attached.

Yours faithfully,

For.....

Manager/Agent/Accountant

Dated.....

SEAL OF BANK

### INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee (B.G.) for Advance Payment, Mobilization Advance, B.G. for Security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp Paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalised Bank/Scheduled Commercial Bank. B.G. from Co-operative Bank/Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The contents of the B.G. shall be strictly as Proforma prescribed by BPSCL in line with NIT/Purchase Order/LOI/Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract, the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order/L.O.I./Work Order etc.
11. Issuing Bank/The Vendor are requested to mention the Purchase Order/Contract/Work Order reference along with the B.G. No. for making any future queries to BPSCL.