



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

Name of Work: Miscellaneous Jobs of F&A Department, BPSCL.

Tender Ref. No.: BPSCL/MM/23-24/C-022/NIT-1287 dated 23.05.2023

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Guidelines for submission of Tender

- 1) Bid along with all the documents should be submitted in electronic form only through e-Tendering system.
- 2) Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.
- 3) For submission of bid, the Bidder shall have to login into the CPP portal <https://etenders.gov.in/eprocure/app> using their respective Login IDs, Passwords and Digital Signature Certificate.
- 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 the following person:

Mr. Ashwani Shukla, Contact no.: 8434629937

5) Bid Parts:

A. Techno-commercial Bid:

a) Cover Type: Fee

This part shall comprise of Earnest Money Deposit (EMD), envisaged elsewhere in the Tender document and the Techno – Commercial Offer.

Earnest Money Deposit (EMD):

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

Bank Account details of BPSCL:

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

In case of forfeiture of EMD by BPSCL, you will be required to reimburse the applicable GST to BPSCL.

- ii. Micro & Small Enterprises (MSEs) / PSU /Govt. Undertakings and Co-operative societies will be exempted from submission of Earnest Money as per government policy. For MSEs, the exemption from submitting Earnest Money will be granted only on submission of valid copy of Udyam Registration Certificate. 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.

Note:

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.
2. **The detail of EMD shall have to be indicated while submitting the offer on the portal <https://etenders.gov.in/eprocure/app>. 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.**

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) Cover Type : Technical

The bidders shall upload documents in compliance with the Bidding Documents.

The following documents are to be furnished by the Bidder as part of the Technical Bid:

- i) Techno Commercial Proposal / Offer
- ii) Certificate of Registration in Employees Provident Fund
- iii) Certificate of Registration in Employees State Insurance
- iv) Partnership Deed / Affidavit for Proprietorship / Memorandum & Articles of Association, including changes in the Constitution of the Firm, (if any), Power of Attorney.
- v) GST registration certificate
- vi) Documents as required in accordance with Eligibility Criteria
- vii) No deviation Certificate / duly filled in signed & stamped copy of techno – commercial sheet attached with this tender enquiry / signed & stamped copy of the online tender document.
- viii) Self-declaration as per format enclosed at Annexure – I
- ix) Any other document asked for in the Bidding Documents

Note: 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.

- 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. Price Bid:

a) Cover Type: Finance

- i) The Price bid is to be submitted in the BOQ provided in the Tender at <https://etenders.gov.in/eprocure/app>.
- ii) The tender document including price bid template downloaded by the bidder shall not be tampered / modified in any manner. 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.
- iii) Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.
- 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.
- 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 & condition of the bidding document.
- vi) All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and shall remain valid during the currency of the Contract.

Instructions for Online Bid Submission

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.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 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.
- 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.
- 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.

SEARCHING FOR TENDER DOCUMENTS

- 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.
- 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.
- 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.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 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 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 & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 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.

ASSISTANCE TO BIDDERS

- 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.
- 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.

Guidelines for participating in Reverse Auction

1. Auction Terminology:

- a) **Reverse Auction:** A bidder shall quote below the Starting Price or Current Auction Price.
- b) **Auction Start Date & Time and Auction End Date & Time:** Live auction would be conducted during this period.
- c) **Auction Elapse Time in minutes:** 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.
- d) **Auction Bid Auto Extensions in minutes:** 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.
- e) **Auto Extension Restriction Required:** If BPSCCL 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 BPSCCL will specify it as 'No'.
- f) **Max Seal Percentage:** It defines maximum value a bidder can quote in multiples of incremental / decremental value in the auction.

In case of **Reverse Auction**, 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:

Current price: Rs. 49,000	Decrement value: Rs. 1,000
Maximum Seal %: 50	

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).

- g) **Bidder Elimination process:** If BPSCCL wishes to eliminate bidders who are offering high price for participating in Reverse Auction, then BPSCCL will select this option as 'Yes'.
In addition, if **Allow Preferential Bidder Elimination** is selected as 'No' by BPSCCL, 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 **Allow Preferential Bidder Elimination** is selected as 'Yes' by BPSCCL, 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.
- h) **Minimum Bidder for Elimination - 4 (recommended value):** If BPSCCL has received the minimum number of bids, say 4, then system will initiate the Bidder Elimination process.
- i) **Number of Bidder to Eliminate - 1 (recommended value):** 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.

In case of Reverse Auction, H1 Bidder will be eliminated from participating in the auction even though qualified in the techno-commercial evaluation.

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. BPSCCL 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 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.
 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.

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.
31. BPSCCL 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.
32. Bidding will be conducted only in Indian Rupees as indicated in the tender.

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.

SCOPE OF WORK

(A) For CA / CMA Qualified professionals with +5 years of experience

1. Providing assistance in preparation & finalization of Quarterly as well as Annual Accounts and other related jobs.

(B) For CA / CMA Qualified professionals with +1 year of experience

1. Providing assistance in Stores accounting and other miscellaneous jobs.
2. Providing assistance in day to day jobs related to concurrence and vetting of purchase and contract proposals, evaluation of commercial offer, CS checking of price bid offer, checking of draft MOM of Tender Committee and other related jobs.

(C) For CA / CMA Qualified professionals :

1. Providing assistance in GST related jobs.

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. You are requested to visit site for actual assessment of the job before submitting of your offer.
2. You shall make yourself fully conversant with the actual site condition, nature of subject job(s) to be executed and terms and conditions of contract, cost of all the input materials and facilities, cost of labour, transport, incidentals, royalties etc. or any other taxes and duties before submitting the tender.
3. 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.
4. 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.
5. You will have to arrange necessary Gate Passes for your workmen.
6. You will have to deploy proper category of manpower for execution of the job.
7. You have to comply with all labour laws, ESI Act, EPF Rules & AWA Rules applicable in the Industry.
8. You will have to strictly adhere to the provisions of various labour laws, including Payment of Bonus Act 1965.
9. **Payment Default Clause:** You must ensure that payment is made to the workers as per provisions of Payment of Wages Act and CLC norms, failing which, BPSCL shall make payments to the concerned workers directly. The amount so paid, along with 15% Administrative cum Service Charge, shall be deducted from any of the concerned Contractor's bill. If the provision of Payment of Wages Act is not adhered to for the second time, the Contractor shall be liable for Banning of Business Dealings with BPSCL as per procedure in vogue. Such Contractor shall not be permitted to work in BPSCL through sub-contracting also during the period of banning.
10. You have to pay your workmen as per circular / notification published by the State Government in regard to rates of payment of VDA in vogue.
11. You will have to pay an additional amount of Rs.4/- to every worker engaged by you for the subject work over and above their daily minimum wages, as per BPSCL rules.
12. **AWA CLAUSE:** You shall have to pay an amount of Rs 96.15 per day on actual attendance per month (not exceeding Rs 2500/month) to the workers engaged by you in this job as Additional Welfare Amenity (AWA) as per relevant circular / notification of BPSCL.
13. You shall execute the work in compliance with the provisions of Contract and Contract Technical Specification and / or design drawings furnished by BPSCL in terms of the Contract and as per codes and standards specified therein, wherever applicable.
14. Supervision of the work is your responsibility. Inspection of executed work will be done by Site Engineer / BPSCL.
15. If situation demands, you will have to execute the work round the clock.
16. After completion of work, Engineer-in-charge or his representative will review the work(s). You will have to rectify any defect, if found, at no extra cost.
17. You shall remove all debris, surplus materials, etc., if any, and dump the same at place as directed by the Engineer-in-charge.
18. All the applicable taxes will be deducted from your bills.
19. During contract period there will be no consideration for idle & escalation charges.
20. You will be fully responsible for any sort of unsafe activity of your workmen and all your workmen should be trained for operational safety and to avoid fire hazards of Power Plant and must have proper safety certificates issued by BPSCL before start of work.
21. You will have to follow and observe the safety & statutory requirements and comply with all safety rules & regulations applicable in the plant area as per Booklet of Safety rules for BPSCL contractors. If you are not having that booklet, same may be collected from the Safety department against a request letter.

22. For working at height, you shall produce medical fitness certificate for your workmen. Height passes to be obtained from safety department, if required.
23. All the working tools & tackles, men, material etc. and safety appliances like personal protection equipment are to be provided to your workmen by you at your own cost. All safety appliances of reputed make are to be provided by you to your workmen in presence of Safety Officer of BPSCL. The list and make of safety appliances may be obtained from safety office.
24. In case any documents / information submitted by you are found to be false or containing any misrepresentation or having any fraudulent declaration in it, then, in such eventuality, EMD will be forfeited and legal action (including cancellation of contract, banning of business dealings, criminal proceedings etc.) as deemed fit may be initiated by BPSCL against you.
25. **GST RELATED CLAUSES:**
 - a) You should quote GST as extra. If not mentioned in offer, it will be considered as extra.
 - b) You 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 responsibility to discharge appropriate taxes, as applicable.
 - e) You have to maintain high GST compliance rating track record at any given point of time.
26. **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.
27. **Risk and Cost:** Failure on your part to start the work within reasonable time/ the progress of the job is poor/ for any breach of contract will entail termination of the Contract. In such an event, the job will be executed at your risk and cost by alternate arrangements.
28. **Unworkable Rate:**
 - a) If the final price quoted by the successful Bidder is less than **90%** of the estimated value for the tender, the same will be considered as "Unworkable Rate".
 - b) In such a case and if the offer of the Bidder is considered for placement of Work Order, the Bidder shall be asked to justify its quoted price.
 - c) If the justification submitted by the Bidder is not found acceptable or if the Bidder fails to submit any justification, the Bidder will be asked to submit a Performance Guarantee Bond in the form of Bank Draft / Bank Guarantee. The amount of Performance Guarantee Bond will be equal to the difference between **90%** of estimated price and the Bidder's quoted price.
 - d) In case the Bidder refuses to submit Performance Guarantee Bond, the Bidder's EMD, if any, will be forfeited and the Bidder will not be considered for participating in any kind of Tender for a period of one (01) year from the date of issue of such letter to the Bidder, if order / contract is not finalised from the present tender.

Note:

- i) If the Performance Guarantee Bond 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.
- ii) In case, the Bank Guarantee is issued from an outstation Branch, its confirmation must be given by its local operating branch.
- iii) 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.

- iv) In case of forfeiture of Performance Guarantee Bond, the Bidder shall be required to reimburse the applicable GST to BPSCL.

29. **Penalty for violation of Safety Rules & Regulations:** You shall be liable for penalties mentioned below for violation of safety norms:

- Up to Rs. 5,000/- by Head of Safety Engineering Department / Head of the Department where work is being done for 1st violation of safety norms, non-use of PPEs (Personal Protective Equipment) like safety shoes, hand gloves, safety helmets, goggles, etc., as per requirement of work, by you or your workers. This condition is applicable in case of violations of Road Safety norms also.
- Fine up to Rs. 20,000/- on 2nd violation as mentioned in Clause (a) above.
- You shall be debarred for one year / deregistered from taking up further contractual work in BPSCL from the date of issue of debarring / deregistering order on 3rd violation as mentioned in Clause (a) above.
- Fine up to Rs. 10,000/- for violation in use of Full Body Harness by you or your worker for working at height (above 1.8 meter from immediate floor).
- Fine of Rs. 25,000/- (minimum) to Rs. 50,000/- (maximum) for serious injuries and disabilities caused by violations as mentioned in Clause (a) and (d) above.
- Independent of the above, you shall be fined Rs. 1,00,000/- (One Lakh) or more and debarred / deregistered from taking up further contractual work in BPSCL from the date of issue of debarring / deregistering order in case any fatal accident occurs due to violations as mentioned in Clause (a) and (d) above.

30. **Force Majeure:** You shall not be considered in default if delay occurs due to causes 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 cause the delivery / completion period will be extended for a length of time equal to the period of force majeure without imposition of LD at the option of BPSCL.

31. **Work accident:**

- You will be fully responsible for the safety of the workers employed by you. In the event of any work-accident, major or minor, your representative must take care of the injured person immediately and provide him the required treatment as suggested by the doctor. If you or your representative is not available for medical care, the injured worker will be treated in Bokaro General Hospital and the cost of treatment will be recovered from you.
- You shall be fully responsible for making payment of compensation to your own workmen in respect of any accident or injury occurring to them. BPSCL will in no way be responsible for it and will remain indemnified against all such claims of compensation in such cases.

32. You shall also maintain all records, register, return, cards such as:

- Register of workmen employed by contractor
- Employment card
- Muster Roll
- Register of wages-cum-muster roll
- Submission of Return & Order book

33. L1 Bidder/s for each item will have to produce the documents (original/self authenticated and attested by Public Notary), as specified in the NIT, in support of the information furnished by him/them on-line, for verification, if required, on any working day within 10 days of intimation. **The L1 bidder/s shall submit an affidavit (original) on a non judicial stamp paper of Rs.10 regarding genuineness of the information furnished by him/them online and authenticity of the documents being produced by him/them**, within 10 days of Price Bid Opening if so asked for by BPSCL. No additional time will be allowed to the bidder for producing the required documents

34. In case the L1 bidder for any item fails to produce the documents within the specified period of 10 days if required, or if any of the information furnished by L1 bidder on-line is found to be false during verification of documents, which changes the eligibility status of the bidder, then EMD of the L1 bidder will be forfeited along with banning of L1 bidder for one year from participating in future tenders.

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. Contractor has to deploy 03 nos. **CA / CMA** qualified professionals having advanced and in- depth knowledge in the area of Finance & Accounts. The deployed professionals must have adequate experience to execute the day to day jobs as specified in the scope of work.
2. Contractor will furnish details of disbursement made to the staff indicating the amount of remuneration receivable from BPSCCL against each individual, amount deducted on account of statutory deduction such as EPF as employee's share and net amount paid to each individual duly supported by details of payment made to the contractual staff before presenting claim for the next month.
3. The proof of payment of statutory obligation such as EPF and any other applicable Taxes must be furnished by the contractor indicating the names of the employees and the amount deposited in respect of each, failing which subsequent payment to the contractor shall be withheld.
4. Contractor has to submit the academic as well as experience certificates of the deployed professionals.
5. Requirement of manpower may decrease and accordingly contractor will have to provide the manpower as per instruction of Officer In-charge.
6. Persons deployed on the job shall be on contractor's roll to provide quality service.
7. In the event of any dispute arising out in any way involving the terms & conditions of the agreement the same shall be referred to the sole arbitration of In-charge (F&A), BPSCCL Bokaro or his nominee and his decision shall be final and binding on contractor.
8. Six days in a week shall be considered as working days. In addition to closed holidays and Sundays, deployed persons can avail two (02) days leave per month. If leave is not availed in the current month, it is to be carried forward to subsequent period.
9. BPSCCL reserves the rights to terminate the contract at any stage if performance is not found to be satisfactory by giving one month notice to this effect.
10. Contractor will be liable for the implementation of Labour Laws and social legislation such as Contract Labour Act, EPF, ESIC, Minimum Wages Act, Workmen Compensation Act, Shop & Establishment Act etc. in respect of the staff engaged by the contractor for satisfactory performance of contractual job.
11. Whenever the contractor's representative is called upon by BPSCCL, he will make himself available or any of its employee for evidence before the enquiry officer appointed by BPSCCL.
12. Monthly payment shall be made proportionately to the contractor as per deployment of manpower on actual basis and for this agency has to submit attendance sheet duly certified by officer In-charge of the job.
13. **Penalty Clause:** In case of absence of deployed manpower beyond the approved / sanctioned leave as per work order, an amount of Rs. 250/- per man-day in addition to proportionate amount for such period of absence shall be deducted from the bill of the contractor.
14. **Payment Terms :**
90% of contract value will be paid on pro-rata basis duly certified by Engineer In-Charge and balance **10%** will be retained as security deposit which will be released 03 months after satisfactory execution of work.

The expression satisfactory execution of the order shall mean fulfilment of all obligations arising out of and in connection with the Contract. 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, the bidder will be required to pay the balance amount to BPSCCL. 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 BPSCCL on any account whatsoever.

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. 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.
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 one.
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:

TECHNO-COMMERCIAL SHEET	
BIDDER'S NAME AND ADDRESS	
NIT NO.	BPSCL/MM/23-24/C-022/NIT-1287 dated 23.05.2023
Name of work	Miscellaneous Jobs of F&A Department, BPSCL.
Offer No. & Date	
Phone No., FAX No. and e-mail address of the Bidder	

Sl. No.	Clause	Option to Select	Bidder Compliance
1	Scope of works and all terms and conditions of the NIT	ACCEPTED / NOT ACCEPTED	
2	Documents as per Qualifying Requirements of NIT	SUBMITTED / NOT SUBMITTED	
3	Validity period of the offer as per NIT	ACCEPTED / NOT ACCEPTED	
4	Payment terms as per NIT	ACCEPTED / NOT ACCEPTED	
5	Commencement of Work /Completion/ Contract Period	ACCEPTED / NOT ACCEPTED	
6	Whether Bidder has taken any deviation from NIT Terms and Conditions?	YES / NIL DEVIATION	
7	GST Details:	GSTIN:	
		HSN / SAC:	
		CGST (in %):	
		SGST in %:	
		IGST (in %):	

Note: In case the bidder opts for any deviation from the Terms & Conditions laid down in the NIT, such deviations should be indicated on a separate sheet and uploaded along with the techno-commercial offer.

ENVIRONMENT, HEALTH AND SAFETY

EHS (Environment, Health and Safety) Clause for contracts where overall site is under BPSCL's control:

Your Responsibilities:

You shall during the entire term of contract undertake to perform the following obligations relating to environment, health and safety:

1. Ensure that your workforce is not exposed to asbestos or asbestos containing atmosphere.
2. Take suitable control measures to ensure that the workers are protected from dust emission.
3. Monitor and ensure that the working area is free from any toxic gas, vapour and fume. Take adequate measures to reduce level of concentration below permissible limit. Exposure to any particular toxic gas, vapour or fume shall not exceed the maximum permissible limit prescribed in local regulation for any particular period of time. Ensure adequate ventilation and no immediate danger to life and health of personnel working at site.
4. Ensure that there is no flammable atmosphere and uncontrolled fire hazard in and around the work place. In case it is required to work in flammable atmosphere, implement safe working procedure and suitable control measures in order to work safely.
5. Ensure that the workers are protected from excessive noise and heat. Take adequate measures to reduce noise/heat level below the permissible limit.
6. Ensure safe access and egress in and around work place. Ensure proper maintenance of platforms, staircases, ramps etc. special care and all safety measures should be taken while working at height. Roof work and access to roofs must not be undertaken without prior permit.
7. All Personal Protection Equipments supplied by you should be of internationally recognized standards. All tools and tackles bought by you for use during the contract period should have proper and valid certification by competent authority.
8. All lifting equipment, tools and accessories provided by BPSCL should be maintained and returned by you in sound condition after the completion of contract period.
9. Ensure that the illumination in and around workplace and access areas are maintained properly. Make sure to switch off the light, fan and air conditioners after use.
10. You must ensure that all machinery and equipment are provided with earth fault circuit breakers at all times when using electrical leads. Use of electrical tape for temporary repair is prohibited.
11. Guards and covers for equipment/machineries are to be provided where ever necessary.
12. Gas cylinders shall be securely stored, transported, identified and used in line with legislation and EHS requirements.
13. Fire extinguishers and other firefighting equipments provided in different locations should never be misused.
14. You must ensure optimum use of water with minimum wastage.
15. You shall ensure that the work area is kept clean, tidy, & free from debris. You are also fully responsible for protection of ground and underground from pollution.
16. Identify and highlight potential hazards / risks existing.
17. Ensure suitable corrective actions are implemented for identified issues.
18. Provide adequate emergency and first-aid facilities and it should be available in all shifts.
19. All your workers should be trained and communicated about the onsite emergency and evacuation plan.
20. All equipments and plant should be maintained in safe condition.
21. You and your personnel admitted to site must conduct themselves in an orderly and safe manner and conform at all times to the EHS Requirements. Fighting, engaging in horseplay, being under the influence of or possessing alcohol or drugs, gambling, soliciting, stealing, immoral or otherwise undesirable conduct is not permitted and shall not be tolerated. Upon knowledge of such conduct, BPSCL shall exclude the concerned person from the site and take all other appropriate measures as deemed necessary. BPSCL reserves the right to perform random drug and alcohol tests.
22. You shall immediately notify BPSCL of any environmental incident, injury, illness, near-miss, unsafe condition or practice and any loss or damage to property, including incidents related to your personnel. An investigation report assessing the root cause, corrective action, and preventative action shall be submitted by to BPSCL within 24-hours of the incident's occurrence.