

**RAICHUR POWER CORPORATION LIMITED
YERAMARUS THERMAL POWER STATION**



TENDER DOCUMENT

“Tender through e-portal only”

**“TRANSPORTATION OF 50,000 MT OF COAL FROM RAICHUR THERMAL
POWER STATION (RTPS) TO YERAMARUS THERMAL POWER STATION
(YTPS) COAL STOCK YARD”**

Office of the
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RAICHUR POWER CORPORATION LIMITED
(A JVC of KPCL, BHEL & IFCIL)
ABSTRACT TENDER NOTIFICATION
(Through e-Procurement Portal only)
(Two cover system)

Tenders are invited from reputed companies/agencies who are having adequate funds mobilization capacity for transportation of coal from RTPS to YTPS Yard by Road for a quantity of 50000 MT.

The last date for receipt of the completed bids is **up to 14.00hrs on 17.05.2017**

The brief bid notification containing Pre-qualification criteria for the bidders, EMD, calendar of events and bid activities and other details can be accessed from e –procurement portal, Karnataka government.

The tender document can be downloaded from the website <https://www.eproc.karnataka.gov.in>.

Further details can be had from

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RAICHUR POWER CORPORATION LIMITED
(A JVC of KPCL, BHEL & IFCIL)

BRIEF BID NOTIFICATION

(TWO COVER SYSTEM)
(Through e-Procurement Portal Only)

- 1.0** Tenders are invited from agencies and they should have past experience for having executed similar [transportation] nature of works, having adequate funds mobilization capacity for transportation of coal from Raichur Thermal Power Station (RTPS) by road to Yermarus Thermal Power Station (YTPS) and should have knowledge & experience for the movement, handling & delivery of coal at Yermarus Thermal Power Station yard (YTPS) by ROAD for a quantity of approximately **50000MT in 25 days from the date of intimation from RPCL**. Tender documents may be downloaded from government of Karnataka e-procurement website <https://eproc.karnataka.gov.in> under login for contractors.
- 2.0** After login to contractors, please scroll down to the right side bottom to see list of tenders. Please click there, to find the details of NIT and download copy of the tender. The tender can be downloaded (from) the portal (within) the prescribed date and time published in the e-portal. Only interested bidders who wish to participate should remit on-line transaction fee for tender after registering in the portal. The transaction fee is non-refundable.
- 3.0** Tenders must be accompanied by earnest money deposit which should be paid online through e-procurement portal using any of the following modes.
 - (i) Credit Card
 - (ii) Debit Card
 - (iii) Net banking
 - (iv) National Electronic Fund Transfer (NEFT)
 - (v) Remittance at the bank counter (Only through designated branches)

Tenders (both technical bid (Cover-1) & financial bid (Cover-2)) must be electronically submitted (online through internet) within the prescribed date and time published in e-procurement portal. Cover-1 of tender will be opened at prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to attend the Cover-1 (Part-I) opening at the office of the Chief Engineer (Mechanical), Raichur Power Corporation LTD, Yermarus Thermal Power Station, Yermarus, RAICHUR Dist. Opening of Cover-2 (PART-II) will be intimated later.

- 4.0 Validity:** The Bid submitted shall be kept valid for 180 days from the date of opening of Cover - 1 (Part-I) of the Bid.
- 5.0 Earnest Money Deposit:** Earnest Money Deposit of **Rs.2, 17,820.00 [Rupees Two Lakh Seventeen Thousand Eight Hundred and Twenty only]** which should be paid online through e-Procurement portal for the tender shall be in any of the above payment modes indicated under **Clause 4.0**.

6.0 Calendar of Events:

NIT published date, through e-portal	13.05.2017
Last date for seeking clarifications by the Tenderers in writing thro' e-portal	15.05.2017
Last date of receipt of completed -Tender documents (Cover-1 & Cover-2)	up to 14.00hrs on 17.05.2017
Date of Opening of Cover-1 (Part – I)	19.05.2017 @ 15:00hrs
Date of Opening of Cover-2 (Part-II) of the qualified Tenderer	19.05.2017. @ 16:00 hrs

7.0 QUALIFICATION CRITERIA:

The Bidder shall meet the following pre-qualification requirements supported by authentic documents:-

- (i) The agency should have past experience for having executed similar **[transportation]** nature of works, amounting to Rs.**73.00 lakhs** and above, during any of the previous five financial years (2012-13, 2013-14, 2014-15, 2015-16 and 2016-17).

The Bidder shall furnish the experience Certificate from the competent authority for having satisfactorily completed the work, along with **copy of one work order**. The certificates issued by General Manager, Chief Engineer, Head of the Company or Electricity Board or Industrial Units, will be entertained.

- (ii) The agency should have a minimum financial turnover of Rs. 290.5 lakhs, in atleast two financial years of the last five financial years (2012-13, 2013-14, 2014-15, 2015-16, 2016-17). P and L statement and Annual financial statements or reports duly certified by the chartered accountant shall be submitted.

8.0 SPECIAL CONDITIONS OF THE TENDER

- a. The agency should have service tax registration [FORM-ST2], certificate having taxable services "**Transport of goods by road/goods transport agency service**" and produce a copy of registration certificate.
- b. The agency should have PF Registration and produce a copy of registration certificate issued by the Regional Provident fund Commissioner.
- c. The agency should have service tax registration and produce a copy of registration certificate.
- d. The agency should produce PAN No and furnish Income tax Returns for the previous two financial years.

9.0 .DOCUMENTS TO BE SUBMITTED

The bid shall accompany the documentary evidence satisfying all the above PQR conditions;

1. Experience Certificate
 2. Copies of Work order
 3. Turn over certificate
 4. Service Tax Declaration form
 5. PAN card
 6. Income tax Returns
- a) Clear & readable attested photocopies of documents should be provided. The Tenderer shall produce originals for verification on demand.
 - b) Above qualifying requirements are to be read in totality and not in isolation. All relevant documents should be submitted along with the Tender, failing which, the Tender shall be liable for rejection.
 - c) It is essential to fill in all the information in the prescribed schedule or else the tender will be liable for rejection. The Tenderer shall quote their rates only in the format given at Schedule-I. Any deviation in the format may lead to rejection of offer even at later stage i.e. after opening of price bid also, which may please be noted
 - d) The bidder should have executed the contracts successfully to the satisfaction of the order placing party without any default. The bidder shall have to submit the experience performance certificate(s) in original in this regard. The experience/performance certificate(s) should reflect minimum quantities as stated above for minimum qualifying criteria.
 - e) Experience in the main contract shall only be considered for satisfying the experience criteria specified in PQR. Experience as sub-contractor / Consortium member / Joint Venture shall not be considered for qualifying the experience criteria specified in PQR
 - f) RPCL also reserves the right to seek such additional information as it may deem fit to satisfy itself of the eligibility of the Bidder.
 - g) The bidder cannot submit multiple bids.
 - h) No consortium or joint venture is permitted
- 10.0** Bidders shall not be under declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.
- 11.0** The tender is on two cover system consisting of Cover - 1 [Technical] and Cover - 2 [Price bid].
- 12.0** Bids submitted within the scheduled date and time shall only be eligible for further processing of the bids. Any bid submitted after the date and time specified shall be rejected even if it is accepted by the e-portal. Date and time stamp of the e-portal system shall be final in deciding the time of submission of bid. Decision of the Corporation in this regard shall be final and acceptable to all the bidders.
- 13.0** The original documents should be produced for verification at any stage of tender process as and when sought for, failing which, the bids are liable for disqualification.
- 14.0** PRICE BID Document shall be uploaded in e-procurement portal only in the space provided for uploading "FINANCIAL BID DOCUMENTS" in the website itself.

- 15.0 Price bid of bidders who have furnished all the documents to meet the qualification criteria, technically and commercially responsive will only be opened.
- 16.0 RPCL reserves the right to verify any information/documents furnished by the bidder should the circumstances so warrant. In case the information or the documents furnished are found to be incorrect/false or invalid then the EMD furnished by such bidder will be forfeited.
- 17.0 Corporation reserves the Right to reject any or all the tenders without assigning any reasons.
- 18.0 The Tender Notification along with Blank Tender Form will be accessible in the e-procurement website (<https://eproc.karnataka.gov.in>).
- 19.0 Bidders who have not obtained the user ID and Password for participating in e-procurement in RAICHUR POWER CORPORATION LIMITED may now obtain the same from the website (<https://eproc.karnataka.gov.in>).
- 20.0 Corrigendum/modification/corrections, if any, will be published in the website only. For any clarification on e-procurement or request for e-procurement training, bidder can contact HELPDESK at – 080-22485927/22485867.
- 21.0 Any other information required may be obtained from the office of the undersigned during office hours.

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INDEX

Clause No.	Contents	Page No.
1.0	DEFINITION OF TERMS	8
2.0	INSTRUCTIONS REGARDING E- PROCUREMENT.	9
3.0	GENERAL TERMS & CONDITIONS OF TENDER	9
4.0	EARNEST MONEY DEPOSIT (EMD)	10
5.0	ISSUE/SUBMISSION / SCHEDULE AND OPENING OF TENDER	10
6.0	REJECTION OF TENDER	10
7.0	PRE-QUALIFICATION REQUIREMENTS	11
8.0	SPECIAL CONDITIONS OF THE TENDER	11
9.0	RIGHTS OF RPCL	11
10.0	SCOPE OF WORK	12
11.0	WORK COMPLETION PERIOD	12
12.0	PROCEDURE FOR TRANSPORTATION & CONTRACTOR's OBLIGATIONS:	12
13.0	TERMINATION OF CONTRACT	14
14.0	PRICES	14
15.0	BILLING AND PAYMENT	15
16.0	PAYING AUTHORITY	15
17.0	VALIDITY PERIOD	15
18.0	PENALTY FOR NON-PERFORMANCE OF CONTRACT OR DELAY IN EXECUTION OF THE WORK	15
19.0	EXECUTION OF AGREEMENT	16
20.0	SECURITY DEPOSIT	16
21.0	DEDUCTIONS OF AMOUNT	16
22.0	GRANT OF EXTENSION OF TIME	16
23.0	FORCE MAJEURE	17
24.0	SECURITY REGULATIONS	17
25.0	INSTITUTION OF SUITS	17
26.0	DEDUCTIONS OF AMOUNT	17
27.0	DEDUCTION OF INCOME TAX AND OTHER APPLICABLE TAXES	17
28.0	INSPECTION	17
29.0	SUB-LETTING OF WORKS	18
30.0	EFFECTIVE DATE OF CONTRACT	18
31.0	EVALUATION CRITERIA	18
	PRICE SCHEDULE	18
	SCHEDULE I- DECLARATION	19,20
	SCHEDULE – II SERVICE TAX DECLARATION	21
	SCHEDULE III- PROFORMA,GUARANTEE BOND TOWARDS SECURITY DEPOSIT	23
	SCHEDULE IV- PROFORMA- AGREEMENT.	25



RAICHUR POWER CORPORATION LIMITED

TENDER NOTIFICATION

Tender no: KPCL/2017-18/PS/WORK_INDENT5756/CALL-2/dtd.13.05.2017

Name of Work: TRANSPORTATION OF 50,000 MT OF COAL FROM RAICHUR THERMAL POWER STATION (RTPS) TO YERAMARUS THERMAL POWER STATION (YTPS) COAL STOCK YARD

TERMS AND CONDITIONS

1. DEFINITION OF TERMS:

- (i) The expression “work”, “job” where used in these conditions shall unless there be something either in the subject or context represent to “TRANSPORTATION OF 50,000 MT OF COAL FROM RAICHUR THERMAL POWER STATION (RTPS) TO YERAMARUS THERMAL POWER STATION (YTPS) COAL STOCK YARD within 25 days from the date of intimation from RPCL”
- (ii) The “Corporation/Company” means RaichurPower Corporation Limited(RPCL) a JVC of KPCL,BHEL & IFCIL having registered office at No. 22/23,Sudarshan Complex, Sheshadri Road, Bangalore-560 009, KarnatakaState.
- (iii) YTPS – means Yermarus Thermal Power Station, to where the coal is to be delivered/unloaded by the agency.
- (iv) RTPS – means RaichurThemal Power Station (RTPS) from where the coal is to be loaded to dumpers.
- (v) “Engineer In-charge” means the Chief Engineer(Mech) of Yermarus Thermal Power Station (YTPS) or any engineer any authorized officer nominated by Chief Engineer (Mech) and is the authority to receive the coal at YTPS coal stock yard.
- (vi) CE M)/RPCL – means Chief Engineer (Mechanical) Raichurpowercorporation (RPCL) and is the authority to receipt the coal atYTPS.
- (vii) CE (FM) – means Chief Engineer (Fuel Management) of Raichur Thermal Power Station (RTPS) andis the authority to issue coal from RTPS coal stock yard.
- (viii) The “Agency/Contractor” means the Agency to whom this work is awarded on successful bidding.
- (ix) Personnel of the Agency means employees of the Agency deployed for carrying out the proposed work.
- (x) “Notice in Writing” or “Writing Notice” shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the ordinary course of post it would have been delivered.
- (xi) “Premises of Company” means, YTPS project situated in Karnataka.
- (xii) Whenever in this contract the words “Directed”, “Required”, “Ordered”, “Desired”, “considered” “Necessary”, or like words are used, it shall be understood that the

directions, requirements, permissions, orders, desiring, etc., of the Chief Engineer (Mech) or other authorized Officers words “Approved”, “Acceptable”, satisfactory to the Chief Engineer (Mech), YTPS. RPCL unless any other meaning is otherwise intended.

(xiii) Calendar Month means English calendar referred for the purpose.

2. INSTRUCTIONS TO BIDDERS REGARDING E- PROCUREMENT:

- i. The bid is to be submitted in the GOK e-procurement platform www.eproc.karnataka.gov.in system only.
- ii. Bidders, who have not registered in e-procurement portal, may do so by registering through web site www.eproc.karnataka.gov.in
- iii. The bidders can access bid documents on the web site, fill them and submit the completed bid documents in to electronic tender on the website itself within the stipulated date. The blank bid documents can be accessed through e-procurement portal web site www.eproc.karnataka.gov.in
- iv. Bidders shall attach scanned copies of all the certificates pertaining to the qualification requirement as mentioned under “Pre-qualification Requirements” clause. Whenever required, bidders shall furnish the original certificates to the RPCL authorities, failing which, the bidder will be disqualified
- v. Conditional bids, incomplete bids, bids without EMD, bids not properly uploaded and bids submitted late shall be rejected.
- vi. Bidders shall refrain from altering/modifying/revising the price bids after the date and time fixed for submission of bids in the calendar of events even though if it is accepted by the portal. Date and time stamp of the portal shall be final in deciding the time and date of submission of bid. Decision of the Corporation in this regard is final and acceptable to all the bidders.

3. GENERAL TERMS AND CONDITIONS OF TENDER:

- (i) It shall be the responsibility of the Tenderer to furnish all the particulars which are required for due consideration of the tender though not mentioned in the specification.
- (ii) Tender validity shall be **180days** from the date of opening.
- (iii) Alternative tender shall not be considered.
- (iv) The tenderers are advised to pursue all the clauses in the specification and the instructions before quoting.
- (v) The right to reject any or all tenders without assigning the reasons is reserved by the Chief Engineer (Mech).
- (vi) The agency should give clearly in his tender the place of residence and postal address. The delivery at the above name, place or position in the post box regularly maintained by the post office or sending by letter registered for acknowledgement or other communications shall be deemed sufficient proof thereof.
- (vii) The agency shall clear their doubts, if any about the meaning of any portion of general and special terms and conditions of the tender.
- (viii) The agency should upload signed tender document as a confirmation for acceptance of tender terms and conditions.

- (ix) The documents furnished through e-portal shall be accepted only after verification with the originals. The tenderer shall produce the originals for verification.
- (x) It is not binding on the RPCL to accept the lowest or any other tender.
- (xi) If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, then the Corporation shall without prejudice to any other rights to remedy, be at liberty to forfeit 100% of the earnest money deposit.
- (xii) The Agency if required shall visit Yermarus Thermal Power Station and Raichur Thermal Power Station coal stock yard areas before submitting the tender.

4. EARNEST MONEY DEPOSIT (EMD):

- a) Deposit the EMD for **Rs.2, 17,820.00 [Rupees Two Lakh Seventeen Thousand Eight Hundred and Twenty only]** through e-portal only.
- b) Tenders must be accompanied by Earnest Money Deposit (EMD) & should be paid online through e-procurement portal using any of the following payment modes.
 - a) Credit Card
 - b) Direct Debit
 - c) National Electronic Fund Transfer (NEFT)
 - d) Over the counter (OTC) (only through designated branches).
- c) Tenders must be electronically submitted (online through internet) within the date and time published in e-procurement portal. The tenders will be opened at prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to attend at the Office of the Chief Engineer (Mech) RPCL, YTPS, and Yermarus 584134. Raichur District.
- d) If the bidder withdraws his bid before the expiry of the bid validity period prescribed in the bid specification or if the successful bidder fails to submit the contract performance guarantee as specified in the bid and or fail to enter into a contract with the Corporation in the form prescribed with related requirement within 30 days of the date of letter of award, the EMD will be forfeited as liquidated damages.
- e) The EMD furnished by unsuccessful bidders will be returned, only after the award of contract and entering in to agreement with the successful bidder.
- f) For the successful bidder, the EMD will be returned, only after he enters into contract agreement and furnishes the contract performance guarantee (Security Deposit) in an acceptable form.
- g) No interest is payable to the bidders for the Earnest Money Deposit amount.

5. ISSUE/SUBMISSION / SCHEDULE AND OPENING OF TENDER:

As per the calendar of events indicated in the e-portal.

6. REJECTION OF TENDER: Tender is liable to be rejected immediately, if the tender is:

- Not in the prescribed form
- Not accompanied by the requisite EMD.
- Not meeting the Pre-qualifying requirements indicated in the tender.
- Not properly signed by the tenderer.
- From any black listed firm or contractor.
- From a tenderer who is directly or indirectly connected with Government Service or in RPCL or of a local authority.

- The tenderer, past performance is not satisfactory.
- Not in conformity with the tender terms and conditions.
- Validity period less than specified in the Tender document.

7. PRE-QUALIFICATION REQUIREMENTS:

The Bidder shall meet the following pre-qualification requirements supported by authentic documents:-

- (i) The agency should have past experience for having executed similar **[transportation]** nature of works amounting to Rs. **73.00 lakhs** and above during any of the previous five financial years (2012-13, 2013-14, 2014-15, 2015-16 and 2016-17).

The Bidder shall furnish the experience Certificate from the competent authority for having satisfactorily completed the work, along with copy of one work order. The certificates issued by General Manager, Chief Engineer, Head of the Company or Electricity Board or Industrial Units, will be entertained.

- (ii) The agency should have a minimum financial turnover of Rs. 290.5 lakhs, in atleast two financial years of the last five financial years (2012-13, 2013-14, 2014-15, 2015-16, 2016-17). P and L statement and Annual financial statements or reports duly certified by the chartered accountant shall be submitted.

8. SPECIAL CONDITIONS OF THE TENDER

- (i) The agency should have service tax registration [FORM-ST2], certificate having taxable services **“Transport of goods by road/goods transport agency service” and produce a copy of registration certificate.**
- (ii) The agency should have PF Registration and produce a copy of registration certificate issued by the Regional Provident fund Commissioner.
- (iii) The agency should have service tax registration and produce a copy of registration certificate.
- (iv) The agency should produce PAN No and furnish Income tax Returns for the previous two financial years.

9. RIGHTS OF RPCL:

- (i) RPCL reserves right to seek for any additional details/ documents required at any point of time during and after the process of bidding. If the agency fails to furnish such details their offer is liable for rejection.
- (ii) It reserves right to modify, change; cancel any or all the tenders without giving any reason thereof.
- (iii) Final acceptance rests with RPCL. RPCL reserves the right to accept or reject any or all tender without assigning any reason thereof.
- (iv) The Schedule of works is liable to alteration by way of deletions or additions at the discretion of the company.
- (v) The Chief Engineer (Mech), Yermarus Thermal Power Station or by his authorized Officers of the Company shall have the power, from time to time, in the execution of the work, to issue notice in writing and to instruct/direct the Contractor to make alterations / variations in the work.

- (vi) If the Agency fails to carry out the assigned works satisfactorily during the Contract period, the company shall have the power to enter upon and take possession of the works and to engage any other person, firm or agency to complete the work. Any extra cost incurred by the company due to such failure on the part of the contractor shall be recovered from the contractor.
- (vii) To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode of procedure and carrying out the work, the decision of Chief Engineer (Mech), Yeramarus Thermal Power Station shall be final and binding on the Contractor.
- (viii) The Company reserves the right to extend or short close the contract depending upon the satisfactory execution of the work or otherwise by the Contractor, as the case may be, and the Contractor shall carry out works on the same terms and conditions of the contract during the extended period in the event of any extension given.

10. SCOPE OF WORK:

The scope of work is as follows:

- 1) Contract quantity **50000MT**, coal transportation by road from RTPS to YTPS.
- 2) Loading of coal at RTPS stock Yard to tippers by deploying suitable loaders,
- 3) Weighment at both RTPS & YTPS weigh bridges,
- 4) Transportation of coal from RTPS stock yard to YTPS coal stock yard.
- 5) Covering the vehicles with tarpaulins to avoid spillage with proper security clearances at RTPS & YTPS,
- 6) Unloading at YTPS stock Yard etc., complete as directed by engineer.
- 7) The scope is not limited to above, but any other necessary work required for completion of work in safe manner is also to be carried out.
- 8) Details of work to be carried out by the TENDERER in general comprising of the following, to avoid environmental problem.
 - i. Providing security & measures to minimize handling loss during lifting from RTPS, transportation from RTPS to YTPS
 - ii. The Tenderer should ensure that all anti-pollution measures are strictly implemented to the entire satisfaction of the Pollution Control Board, throughout the currency of the contract at his own cost.
 - iii. Monitoring the movement of Coal Tippers from RTPS to YTPS

11. WORK COMPLETION PERIOD:

After receipt of intimation from RPCL, entire scope of work of loading at RTPS, unloading and YTPS and transportation of coal from RTPS Coal Stock Yard to YTPS Coal stock yard should be completed within **25 working days**.

RPCL may operate the contract for **further 25% of the quantity** beyond contracted quantity depending on the performance of the contractor and requirement of additional quantity of coal

12. PROCEDURE FOR TRANSPORTATION & CONTRACTOR'S OBLIGATIONS:

- A. Minimum quantity of coal to be transported from RTPS coal stock yard to YTPS is **2000MT or more** per day.
- B. After receipt of intimation from RPCL, the contractor shall deploy adequate number of loaders and minimum of **25 dumpers and above** preferably of 20MT coal carrying capacity.

- C. Coal may be loaded to dumpers using loaders. Weighment before and after loading of coal in presence of RTPS site authorities is mandatory and shall be strictly followed.
- D. Weighment at RTPS shall be made in presence of RTPS committee and recorded weighment is applicable for billing and recording of coal transportation.
- E. The weighment sheet issued by concerned authorities at RTPS shall be handed over to concerned authorities at YTPS.
- F. Weighment at YTPS weighbridge is mandatory before unloading during each trip. Unloading at YTPS shall not be done without prior clearance & inspection of site authorities at YTPS.
- G. Each trip sheet of dumper/tipper shall be duly signed by competent authorities at RTPS & YTPS.
- H. The statement indicating the Vehicle Nos. & drivers deployed for the above work during the day shall be handed over to both RTPS and YTPS authorities before commencement of work.
- I. Transport distance means total distance of transportation for one way as **18 Km with entry and Exit from RTPS railway gate at RTPS, travel through Hyderabad main road, unloading at YTPS coal yard as per direction of RPCL Authority.**
- J. Operating hours means **16 hours** coal transportation from RTPS to YTPS; however time frame will be decided on actual site condition during operation.
- K. **All Idle charges, stoppages of coal for any reasons, breakdown of transport equipment's will be to the account of contractor. Hence agency shall consider all the above inclusive in transportation cost and to operate the work.**
- L. During transit, vehicles shall be suitably covered to avoid any spillage of coal. It is the responsibility of the contractor to clear any spillage of coal and report the same to the YTPS authorities.
- M. Pilferage of coal in any manner will be viewed seriously and action will be taken as per tender conditions. For any shortfall in the quantity of coal during Weighment at YTPS end in presence of the committee, prorata recovery will be made based on landing cost of coal, handling charges.
- N. During unloading at YTPS, Weighments shall be made in presence of YTPS committee either by means of weighbridge located in front of YTPS Main security gate or inside the YTPS plant as the case may be. Weighment charges will be RPCL account. Weighment is made for verification of receipt quantity at YTPS.
- O. Unloading of coal shall be done at a designated place at YTPS.
- P. RPCL reserves the right to check the dumpers/tippers in transit at any time and check the quantities by Weighment. In the event of any abnormalities noticed during inspection of vehicle, the contract will be terminated with immediate effect and SD will be forfeited and action on the contractor will be initiated as per tender conditions.
- Q. During transit, movement of dumpers shall be smooth and regulated. Traffic congestion and inconvenience to public during transportation shall be avoided.
- R. The dumpers and loaders deployed by the agency to carry out the works shall be registered under the Motor Vehicles act and strictly comply with other rules and regulations of Motor Vehicles act.

- s. The contractor shall obtain the necessary permission from the concerned authorities for the transportation of coal from RTPS to YTPS.
- t. All valid documents like RC Book, Tax card, Permit card, Comprehensive insurance documents, Emission test certificate of the loaders and dumpers and driving license of driver and operating crew, etc. are to be furnished by the successful bidder at the time of entering into agreement with RPCL.

13. TERMINATION OF CONTRACT:

- (i) If the contractor neglects to execute the work with due diligence and expedition or does not comply with the instruction given, the Corporation reserves the right to terminate the contract by giving a months' notice.
- (ii) Any misbehavior, rash & negligent driving by the drivers shall be viewed very seriously and the contract may be terminated if the same attitude is continued in spite of the notices issued by RPCL.
- (iii) If the services of the Agency in KPCL/RPCL found not satisfactory and if any of the conditions of the contract agreement is violated, the Chief Engineer (M) YTPS, RPCL, reserves the right to terminate the contract prematurely without any compensation on any kind of loss.
- (iv) If, any of the documents / information furnished by the bidder is found to be false after award of the contract their EMD and SD will be forfeited and their contract will be terminated.

14. PRICES

- 1) The agency shall quote the Prices in the Price Schedule-B covering the complete scope of works specified in the tender & shall be **INCLUSIVE OF** loading, unloading & transportation charges, hire charges of loaders & dumpers, P.O.L, transportation charges, drivers & operating crew salary/wages & allowances, PF, ESI, Gratuity, EDLI, worker compensation, insurance, administrative charges such as providing uniform, mobile phone set, vehicle, transportation, safety gadgets [Personnel protective equipment's], medical aids, office expenses, and other statutory allowances and incidental charges if any. **Rates shall be inclusive of service tax.**
- 2) However, any variation in taxes/ levies/ duties and any new taxes, duties levied by Central / State Government and local authorities during the execution of the contract shall be to owners account.
- 3) The Tenderer has to quote single firm rate per Metric Ton (MT) for transportation of coal by road from RTPS to YTPS. The rate quoted by the Tenderer should be inclusive of all taxes, duties and levies.
- 4) All Idle charges, stoppages of coal for any reasons, breakdown of transport equipment's will be to the account of contractor. Hence agency shall consider all the above inclusive in transportation cost and to operate the work.

Note: The prices quoted by the agency and mutually agreed upon should be valid for the entire contract period and NO price escalation will be entertained. It is the responsibility of Tenderer to acquaint himself with the various charges if any for the scope of work indicated in the tender. No claim for incidental work shall be entertained.

The rates for transportation of coal on per ton basis shall include taking delivery of coal at RTPS stockyard and loading into Tippers and transportation to YTPS coal yard as per the detailed scope of work described in this Tender Document.

15. BILLING AND PAYMENT:

After completion of the work, the agency shall submit the bill for the transportation charges for **50000MT** duly stamped and signed in quadruplicate to Chief Engineer (Mech) YTPS along with required documents.

PAYMENT TERMS: 100% Payment will be made within **45days** from date of submission of bill through account payee cheque. Agency shall provide PAN Number to RPCL. Income-tax and other applicable taxes if any shall be deducted at source at the prescribed rates as per the statutory levies / taxes in force at the time of payment of the bills.

Necessary certificates of tax deducted at source shall be issued / furnished by RPCL to the agency.

16. PAYING AUTHORITY:

TENDERER shall submit R.A. bills in triplicate for the work done on monthly basis with all the relevant documents to the Chief Engineer (Mechanical), YTPS and the bill shall be raised in the name of paying authority General Manager (Finance) RPCL.

The following documents shall be submitted along with the bill

- a) Invoice
- b) Coal transportation weightment statement both at RTPS and YTPS for the billed period
- c) Copy of the labour Insurance executed for the above work.
- d) Statement of staff/workforce engaged for the work.
- e) Proof of P.F. remittance corresponding to workforce deployed at site.
- f) Copies of PAN, WCT, labour License, Independent P.F code & E.S.I.

All payments related to this contract, shall be made by the General Manager (Finance), RPCL, Bangalore

17. VALIDITY PERIOD:

The rates offered shall be valid for acceptance up to **180days** from the date of opening of the technical bid. The quotation shall be treated as firm during this period and no representation for enhancement thereof shall be entertained.

18. PENALTY FOR NON-PERFORMANCE OF CONTRACT OR DELAY IN EXECUTION OF THE WORK:

- A) For non-performance of the contract, SD/EMD will be forfeited.
- B) For delay in completion of the work, following penalties are applicable:-
 - Beyond the contract completion period of 25 working days, penalty will be calculated & levied on the number of days of delay at the rate of 0.25% of the contract value per day, subject to a maximum of 5% of the contract value.

- Any loss of coal during transit, penalty will be calculated, duly considering the landing cost per MT of coal of particular month calculated at RTPS-Fuels, handling charges and the same will be deducted from the bill.

19. EXECUTION OF AGREEMENT:

An agreement shall be executed by the successful tenderer in prescribed format of RPCL immediately from the date of Letter of Award (LOA) on pre-paid stamped duty paper worth of **Rs 200 Up to 10Lakhs and for every 10Lakhs, additional Rs100 stamp papers should be obtained from scheduled banks, having purchased only in Karnataka before starting the work.**

20. SECURITY DEPOSIT:

- (i) The successful tenderer shall upon intimation being given to him by the RPCL of acceptance of his tender furnish a Security Deposit for **5% of the "value of contract"** in the form of DD / Bank Guarantee / FDR. The BG shall be submitted in RPCL pro-forma from any nationalized/scheduled bank for proper fulfillment of the contract. The Bank guarantee shall be valid till the closure of contract period plus four months.
- (ii) The Security Deposit shall be refunded only on completion of the contract to the satisfaction of the RPCL. If RPCL incur any loss or damage on account of non-fulfillment of obligations under this contract, then such losses / damages incurred by RPCL shall be deducted from the Security Deposit and EMD (converted as Security Deposit). The amount so deducted / adjusted shall not be refunded to the tenderer.
- (iii) If the whole or a part of the EMD / Security Deposit is adjusted / attached by the RPCL for any default of Tenderer in the due fulfillment of the contract during the contract period, then Tenderer shall immediately arrange to replenish the amount of Security deposit so attached / adjusted for the continued operation of the contract, failing which the contract is liable for termination by RPCL, the responsibility for which shall wholly rest with the tenderer.
- (iv) In the event of any upward revision in the value of the contract arising on account of increase in the quantity handled or increase in the cost, the RPCL reserves the right to call for Additional Security deposit amount and Tenderer shall, on receiving intimation from the RPCL, increase in Security Deposit shall be furnished as may be directed by the RPCL within 30 days.

21. DEDUCTIONS OF AMOUNT:

Any amount or amounts which becomes due and payable to the RPCL from Tenderer, shall be deducted from amounts payable to Tenderer under this contract or any other contract with RPCL.

22. GRANT OF EXTENSION OF TIME:

In the event the contractor is hindered in the execution of work for reasons beyond his control which could result in non-completion of work within the completion period, the corporation may, at the request of the contractor in writing extend the completion period and the contract period by such period as it consider reasonable under the circumstances, provided that such request shall be made within **07days of occurrence of the cause** necessitating the extension and/or the expiry of the completion period. In this regard, the decision of Chief Engineer (Mech)/RPCL, is final and binding on the contractor/agency.

23. FORCE MAJEURE:

At any time during the continuance of this contract, if the performance in whole or in part of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotage fires, floods explosions, epidemics, quarantine restrictions or other acts of God (hereinafter referred to as eventualities) then, provided notices of the happening of any such eventuality is given by Tenderer to the Corporation within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract, nor shall have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

Provided that if the performance in whole or part by tenderer or any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, both parties to the contract may at their option terminate this contract by a notice in writing.

24. SECURITY REGULATIONS:

The YTPS and RTPS are being prohibited areas; the agency shall issue photo identity cards with name of their company to crew and drivers deployed for the work and obtain gate passes for their personnel from the security from YTPS and RTPS valid for the entire period of contract. The Tenderer and his employees shall abide and follow the rules of security and instructions of the Security Officer at YTPS and RTPS.

25. INSTITUTION OF SUITS:

Any suit or any proceedings arising in any respect under this contract shall be subject to Jurisdiction in law courts at Raichur only. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within the jurisdiction of any such courts.

26. DEDUCTIONS OF AMOUNT

Any amount or amounts which become due and payable to the RPCL from TENDERER shall be deducted from any amount or amounts becoming due and payable to TENDERER under this or any other contract.

27. DEDUCTION OF INCOME-TAX AND OTHER APPLICABLE TAXES

Income-tax and other applicable taxes if any shall be deducted at source at the prescribed rates from the monthly RA Bills of TENDERER as per the statutory's in force at the time of payment of the bills. Necessary certificates of tax deducted at source shall be issued / furnished by RPCL to TENDERER

28. INSPECTION

The accredited representative of RPCL shall have access to TENDERER operation at any time during working hours for the purpose of inspection of the work. TENDERER shall provide necessary arrangement for such inspection.

29. SUB-LETTING OF WORKS

No part of the contract shall be sublet without written permission of the RPCL nor shall transfer be made by power of attorney authorizing others to receive payment on TENDERER's behalf.

30. EFFECTIVE DATE OF CONTRACT

This contract shall come into effect immediately from the date of issue of LOA by RPCL.

31. EVALUATION CRITERIA:

- a. The Bids which are found substantially responsive and accepted will be evaluated by Corporation to ascertain the lowest technically acceptable bid.

- b. Evaluation of Bids: Prices quoted in the price schedules shall be considered.

- c. The Tenderer with the lowest Total Evaluated Cost per MT shall be the Lowest Tenderer (L1).

**CHIEF ENGINEER (MECHANICAL),
RAICHUR POWER CORPORATION LTD.,
YERAMARUS THERMAL POWER STATION,
YERAMARUS, RAICHUR.**

PRICE SCHEDULE – B

Tender no: KPCL/2017-18/PS/WORK_INDENT5756/CALL-2/dtd.13.05.2017

Name of work: “TRANSPORTATION OF 50,000 MT OF COAL FROM RAICHUR THERMAL POWER STATION (RTPS) TO YERAMARUS THERMAL POWER STATION (YTPS) COAL STOCK YARD”.

Sl. No.	Description of Work	Unit	Qty	Unit Rate	Amount in Rs.
1	Deployment of loaders, dumpers/tippers, for loading, unloading and transportation of coal from RTPS coal stock yard to YTPS coal stock yard and is INCLUSIVE OF supervision, loading, unloading and transportation charges, hire charges of loaders and dumpers, P.O.L, transportation charges, drivers and operating crew salary/wages & allowances, PF, ESI, Gratuity, worker compensation, insurance, administrative charges such as providing uniform, mobile phone set, vehicle, transportation, safety gadgets [Personnel protective equipment's], medical aids, office expenses, and other statutory allowances and incidental charges if any. Rates shall inclusive of service tax- Approximate distance -18Kms.	MT	50000		

CHIEF ENGINEER (MECH),
RAICHUR POWER CORPORATION LTD.,
YERAMARUS THERMAL POWER STATION.



**RAICHUR POWER CORPORATION LIMITED
(A Joint Venture of KPCL, BHEL & IFCIL)**

DECLARATION

[Declaration to be given by the Bidder at the time of submission of the completed tender]

Tender no: KPCL/2017-18/PS/WORK_INDENT5756/CALL-2/dtd.13.05.2017

NAME OF TENDER: TRANSPORTATION OF 50,000 MT OF COAL FROM RAICHUR THERMAL POWER STATION (RTPS) TO YERAMARUS THERMAL POWER STATION (YTPS) COAL STOCK YARD

I/We have studied the site conditions, labour conditions and read the terms and conditions of the tender documents and related matters carefully and diligently.

I/We have submitted the tender having studied, understood and accepted fully the terms & conditions and implication for the agreement.

The requirement of the tender agreement as stated above will be fulfilled by me / us to the entire satisfaction to the Raichur Power Corporation Limited, Yermarus.

(SIGNATURE OF THE TENDERER WITH SEAL)

Service Tax Declaration Form
[Erection works]

NAME OF WORK: TRANSPORTATION OF 50,000 MT OF COAL FROM RAICHUR THERMAL POWER STATION (RTPS) TO YERAMARUS THERMAL POWER STATION (YTPS) COAL STOCK YARD.

Tender no: KPCL/2017-18/PS/WORK_INDENT5756/CALL-2/dtd.13.05.2017

To:

CHIEF ENGINEER (MECHANICAL)
 RAICHUR POWER CORPORATION LTD
 YERAMARUS THERMAL POWER STATION
 YERAMARUS, RAICHUR
 Ph. No: +91-9480830562
 Telefax: 08532-286003

From:**M/s**

Declaration of Method of Payment of Service Tax

1. We are constituted as :
 - a. Proprietary concern
 - b. Hindu Undivided Family.
 - c. Partnership firm.
 - d. Private /Public Limited Company
 - e. Co-operative Society/ Society.

2. The prices quoted are inclusive of service tax payable by us. The obligation to pay the said tax lies with us

OR

The services provided or to be provided by us are not liable to service tax. (Give reasons for non-taxability, Separate sheet may be added).

3. We are not liable to pay service tax as the total value of taxable service for the year 2015-16 is not expected to exceed 10 lakhs.

OR

We are registered as a Service Tax Assessee. Our Service Tax registration number is

4. We are paying service tax under one of the following schemes:
 - a) Paying service tax on the gross amount of the contract after deducting the actual value of goods transferred in execution of works contract and the VAT/CST payable thereon.
 - b) Paying service tax on 30% of the total value charged on execution of "original works"¹
 - c) For maintenance, repair, restoration, recondition etc., of goods, we are paying service tax on 70% of the total value charged for the works contract.
 - d) Paying Service Tax on 100% of the total value charged for the works contract.

- e) For maintenance and repair not covered by 4 (c) above and finishing services such as glazing, plastering, floor and wall tiling, installation of electrical fittings of an immovable property, we are paying service tax on 60% of the total value charged for the works contract.

¹ Original works means (a) all new constructions, (b) all types of additions and alternations to abandoned or damaged structures and land that are required to make them workable (c) erection , commissioning or installation of plant, machinery, or equipment or structures.

- 5. We declare that the foregoing details disclosed by us and options chosen by us are true and correct.

Signature

Place: _____
Name of signatory.....

Date: _____ Name of the contractor firm:

Note:Strike out whichever provision is inapplicable to you.

**PROFORMA
GUARANTEE BOND TOWARDS SECURITY DEPOSIT**

(To be issued by Nationalized /Scheduled Banks onRs.200/- stamp paper)

In consideration of the RAICHUR POWER CORPORATION LIMITED (hereinafter called "the Corporation") having agreed to exempt M/s _____ having its office _____ at _____

(hereinafter called "the said Contractor") from the demand, under the terms and conditions of Work Order No. _____ dated _____ issued by the Chief Engineer (Mechanical), Raichur Power Corporation LTD, YeramarusThermalPowerStation,Yeramarus, RAICHUR Dist. of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Work Order, to be followed by an agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we _____ Bank, (hereinafter referred to as the "the Bank") do hereby undertake to pay to the Corporation an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the said Corporation by reason of any breach by the Contractor of any of the terms or conditions contained in the said Agreement.

2. We, _____ Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)

3. We, _____ Bank, 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 Agreement and that it shall continue to be enforceable till all the dues to the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Superintending Engineer(Fuels) of the Corporation certifies that the terms and conditions of the said work order / agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liability under this guarantee thereafter.

4. We, _____ Bank, further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said Contractor from time to time or to postpone for any time or from time to time any of powers exercisable by the Corporation against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension, being granted to the said Contractor or for any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

6. Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and our guarantee shall remain in force until _____.

7. Unless a demand or claim in writing is made on us on or before _____ all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

Dated the _____ day of _____ 2015

INSTRUCTIONS FOR FILLING THE PROFORMA

- 1) The Bank guarantee should be executed by the Bank on non-judicial stamp paper purchased within 6 months prior to the date of execution and in the name of the Bank.
- 2) All blank spaces in the proforma should be filled in with appropriate information and the document should bear the authorized signature and seal of the Bank.
- 3) All additions, deletions or corrections subsequent to the execution of the document should be attested with signature and bank seal.
- 4) The document should not bear the seal or signature of the Contractor / Supplier on whose behalf all the above bank guarantee is being used.
- 5) The document should bear the Bank Seal and Bank Guarantee No. and date on every page.
- 6) Full address of the contractor and the Bank shall be furnished at the appropriate place.

PROFORMA FOR AGREEMENT.

This agreement entered into this between Raichur Power Corporation Ltd., a Company registered under Companies Act, 1956 having its registered office at No.22/23 Sudharshan Complex, Sheshadri Road, Bangalore-560 001 (hereinafter referred to as “Owner” or Raichur Power Corporation Limited (RPCL),YARMARUS,RAICHUR Dist-584134, which terms shall include its successors and assignees) and, having its registered office at (Herein after referred as “Contractor” which term shall include its successors, assignees).

WHEREAS

- 1) YTPS-RPCL, YarmarusRaichur Dist., called e-tender vide for the work ofSubject to intimation from YTPS-RPCL. The offer of, against subject tender and subsequent discussions was accepted by YTPS/RPCL.
- 2) It was mutually agreed between YTPS-RPCL and, to enter into contract for, for a period of..... Subject to intimation from YTPS-RPCLand an overall contract to ensure due performance of all the contractual obligations.
- 3) YTPS-RPCL placed a Work Order vide No:, for a period..... on, (herein after referred to as order)
- 4) The contractor having accepted the order is required to execute agreement and to furnish a FDR/BG towards contract performance.
- 5)The contractor has furnished an F.D.R bearing No:.....towards performance security from Corporation bank valid for 3 months from date of issue. Further, the agency agreed to renew it to the extent required to cover the full contract period including guarantee period under the agreement. Security deposit shall be refunded after one month from the date of payment of final Bill, subject to clearance of all dues.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- 6) It is hereby agreed and declared by both parties that in consideration of the payments to be made to the Contractor by RPCL as hereinafter mentioned, the contractor hereby covenants with RPCL, that the Contractor shall and will duly execute the all works and things to be performed strictly in accordance with the conditions stipulated therein and those contained in the documents appended thereto under the signature of the authorized signatories of the Contractor and RPCL.

The following documents attached hereto shall form part and parcel of this contract.

1. Bid document uploaded through e-portal.
2. SCHEDULE-B- Price Bid.
3. Work Order.

In witness whereof the parties, to this agreement have signed this indenture in the presence of the following witnesses,

FIRM
(AUTHORISED SIGNATORY)

RAICHUR POWER CORPORATION LTD.
[YERMARUS THERMAL POWER STATION]

Witnesses:

1.

1.

2.

2.