



RAICHUR POWER CORPORATION LIMITED

(A JOINT VENTURE COMPANY OF KPCL, BHEL& IFCI)
2 X 800 MW - YERMARUS THERMAL POWER STATION, KARNATAKA

TENDER DOCUMENT

“Procurement of 9000kL of HFO through Railway Wagon for YTPS”

Tender No. CEM/ET/MA3/HFO/17-18/01, Dtd:16.05.2017

**Office of the
CHIEF ENGINEER (Mechanical)
RAICHUR POWER CORPORATION LTD
YERAMARUS THERMAL POWER STATION
YERAMARUS, RAICHUR-584 134**



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CALENDAR OF EVENTS

Procurement of 9000kL of HFO through Railway Wagon for YTPS Tender No. CEM/ET/MA3/HFO/17-18/01, Dtd:16.05.2017

The following are the Calendar of bid events for two cover tender system.

1	Period of Completion	01 Months from the date of P.O.
2	Date of Publishing of Abstract Bid Notification and Brief Bid Notification in i) www.karnatakapower.com ii) www.eproc.karnataka.gov.in	16.05.2017
3	Last date for receipt of queries if any (through e-procurement cell)	01.06.2017 16:00hrs.
4	Last date and time for submission of technical bid cover-I along with EMD and Price bid cover-II through e-procurement cell.	16.06.2017 16:00hrs.
5	Opening of Technical bid (cover-I)	19.06.2017 17:00hrs.
6	Opening of Price bids (cover –II)	20.06.2017 11:00hrs

for **RAICHUR POWER CORPORATION LIMITED,**

sd/-

Chief Engineer (Mechanical)
Yermarus Thermal Power station
Yermarus, Raichur-584734



DECLARATION

(To be given by the supplier at the time of submission of the completed tender)

Procurement of 9000kL of HFO through Railway Wagon for YTPS
Tender No. CEM/ET/MA3/HFO/17-18/01, Dtd:16.05.2017

I /We have read the terms and conditions of the tender documents and related matters carefully and diligently and that I/We have submitted the tender having studied, understood and accepted fully the terms & conditions and implications for the agreement.

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

(SIGNATURE OF THE SUPPLIER WITH SEAL)



PRE-QUALIFICATION REQUIREMENT

Procurement of 9000kL of HFO through Railway Wagon for YTPS
Tender No. CEM/ET/MA3/HFO/17-18/01, Dtd:16.05.2017

1. The bidder should be a reputed oil manufacturer and shall submit documentary evidence for the same.
2. The bidder should have successfully supplied 3000kL of HFO to any govt. Organizations/ PSUs/ Public ltd. Company/ any Power Plant. In proof of the same bidder shall submit the copy of one purchase order.
3. The bidder should have TIN, PAN, CST/VAT, ED and other statutory requirements and shall submit documentary evidence for the same.

for **RAICHUR POWER CORPORATION LIMITED,**

sd/-

Chief Engineer (Mechanical)
Yermarus Thermal Power station
Yermarus, Raichur-584734



TERMS AND CONDCTIONS OF THE TENDER

Procurement of 9000kL of HFO though Railway Wagon for YTPS Tender No. CEM/ET/MA3/HFO/17-18/01, Dtd:16.05.2017

1. DEFINITION OF TERMS:

- a. The expression “Goods” where used in these conditions shall unless there be something either in the subject or context represent to ‘**Procurement of 9000kL of HFO through Railway Wagon**’ for Yermarus Thermal Power Station (YTPS).
- b. The “Corporation/Company” means **Raichur Power Corporation Limited (RPCL)**, a JVC of KPCL, BHEL & IFCIL having registered office at No.22/23, Sudarshan Complex, Sheshadri Road, Banglore-560 009, Karnataka State.
- c. YTPS – means Yeramarus Thermal Power Station, to where the materials are to be delivered/ unloaded by the agency.
- d. “Engineer” means the **Chief Engineer (Mechanical)** of Yeramarus Thermal Power Station (YTPS) or any engineer any authorized officer nominated by Chief Engineer (Mechanical) and is the authority to receive the materials at YTPS store.
- e. The “Agency/Contractor” means the Agency to whom this work is awarded on successful bidding.
- f. “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.
- g. “Premises of Company” means, YTPS project situated in Raichur District Karnataka State.
- h. 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 (Mechanical) or other authorized Officers words “Approved”, “Acceptable”, satisfactory to the Chief Engineer (Mechanical), YTPS. RPCL unless any other meaning is otherwise intended.
- i. Calendar Month means English calendar referred for the purpose.

2. e-PROCUREMENT MODE:

The bidder shall carefully study and understand all the bid specifications, technical, commercial and general conditions and fill up all the Performa enclosed to the BID documents before submitting the bid. The bidder shall upload the bids in through www.e-proc.karnataka.gov.in after obtaining any clarification if needed regarding the tender from the undersigned.

3. INSTRUCTIONS REGARDING E- PROCUREMENT:

- a. The bid is to be submitted in the Government of Karnataka e-procurement platform www.eproc.karnataka.gov.in system only.
- b. Bidders, who have not registered in e-procurement portal, may do so by registering through web site www.eproc.karnataka.gov.in



- c. 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
- d. 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.
- e. Conditional bids, incomplete bids, bids without EMD, bids not properly uploaded and bids submitted late shall be rejected.
- f. 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.
- g. Decision of the Corporation in this regard is final and acceptable to all the bidders.
- h. The Bids which are found substantially responsive and accepted will be evaluated by Corporation to ascertain the lowest technically acceptable bid
- i. Evaluation of Bids: Prices quoted in the e-portal shall only be considered.
- j. The Tenderer with the lowest Total Evaluated Cost shall be the Lowest Tenderer (L1).

4. GENERAL TERMS AND CONDITIONS OF TENDER:

- a. 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.
- b. Tender validity shall be 180 days from the date of opening.
- c. The tenderers are advised to pursue all the clauses in the specification and the instructions before quoting.
- d. The right to reject any or all tenders without assigning the reasons is reserved by the Chief Engineer (Mechanical)/RPCL.
- e. The tenderer 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.
- f. The tenderer should upload signed tender document as a confirmation for acceptance of tender terms and conditions.
- g. The documents furnished through e-portal shall be accepted only after verification with the originals. The tenderer shall produce the originals for verification.
- h. It is not binding on the RPCL to accept the lowest or any other tender.
- i. 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.
- j. Tenders with arbitration clause will not be accepted.
- k. Post bid correspondence will not be entertained.



5. **Purchaser** shall mean – **Chief Engineer (Mechanical)/ RPCL** or any other official designated by the Corporation.

6. **VALIDITY:**

The rates offered shall be valid for acceptance up to 180 days from the last date of bid submission. The quotation shall be treated as firm during this period and no representation for enhancement thereof shall be entertained. If acceptance is not communicated to the Corporation within the period, it has been presumed that quotations are not accepted.

- i. If any Tenderer withdraws from his Tender during the period of validity, the Earnest Money deposit shall be forfeited to the corporation.
- ii. The Tenderer for any reason whatever withdraws the quotation after it is accepted or become unable or fails to execute the order within the stipulated period, the corporation shall be at liberty to cancel the order forthwith. The Earnest money deposit of the Tenderer in such case is forfeited to the corporation. Further, the corporation shall have the right to procure such or similar materials from the open market at the Tenderer's risk and expenses.

7. **EARNEST MONEY DEPOSIT (e-Procurement):**

EMD shall be furnished for **Rs.0.00. (ZERO) for Govt under taking/PSUs only.**

8. **ISSUE/SUBMISSION / SCHEDULE AND OPENING OF TENDER:**

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

Completed bids shall reach the e-procurement cell, www.e-proc.karnataka.gov.in as per the time and date stipulated in the calendar of events.

No bid is allowed to be modified after the date of deadline for submission of bids.

9. **ACCEPTANCE OF TENDER:**

The corporation is not bound to accept the lowest tender. It reserves the right to accept any individual items from a tender or to reject any or all quotations or part of the quotations without assigning any reasons.

10. **REJECTION OF TENDER:**

Tender is liable to be rejected immediately, if the tender is:

- i. Not meeting the Pre-qualifying requirements indicated in the tender.
- ii. Not properly signed by the tenderer.
- iii. From any black listed firm or contractor.
- iv. From the tenderer whose past performance is not satisfactory and EMD forfeited.
- v. Not in conformity with the tender terms and conditions.

11. **PRE-QUALIFICATION REQUIREMENTS:**

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



- i. The bidder should be a reputed oil manufacturer and shall submit documentary evidence for the same.
- ii. The bidder should have successfully supplied 3000kL of HFO to any govt. Organizations/ PSUs/ Public ltd. Company/ any Power Plant. In proof of the same bidder shall submit the copy of one purchase order.
- iii. The bidder should have TIN, PAN, CST/VAT, ED and other statutory requirements and shall submit documentary evidence for the same.

12. RIGHTS OF RPCL:

- i. RPCL reserves right to seek for any additional details/ control 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.

13. SCOPE OF SUPPLY:

Supply of 9000kL of HFO as per the specification indicated in the schedule to RSMY at Raichur Thermal Power Station, Shakthinagar-584170 within the delivery period to be stipulated in the order from RPCL, as per procedure indicated in the tender.

14. PRICES:

Rates quoted should be inclusive of all statutory components such as taxes, duties, levies, and transportation charges etc., up to destination. The added above statutory components shall be indicated in the format annexed to price bid format (ACTIONS). The rate quoted should be firm for the entire period of contract.

PLEASE NOTE THAT 'C' FORM WILL BE ISSUED FOR AVAILING CONCESSIONAL RATE OF CST.

BIDDERS ARE REQUESTED TO QUOTE FOR DESPATCH THROUGH RAILWAY WAGONS AS PER THE PRICE SCHEDULE ENCLOSED.

Rate quoted in e-portal is only considered for evaluation. Price schedules given in the tender document is for breakup of the price components such as Basic price, Taxes and duties, Freights and Insurance to arrive total cost for quoting in e-portal.

15. ACCEPTANCE OF THE PURCHASE ORDER:

The successful Tenderer shall clearly confirm the acceptance of the purchase order within 10 days of receipt of the purchase order by him. In case of failure to do so, the EMD amount will be forfeited. Purchase order be withdrawn / cancelled at the discretion of RPCL.

16. AGREEMENT:

An agreement shall be executed by the successful Tenderer within 15 days after receipt of the purchase order on stamped duty paid attested Purchased in Karnataka state only, worth of Rs.100/- before effecting the supply. However in case any supplies are made the payment will be released only after entering into agreement. EMD will be forfeited if the supplier fails to supply the materials after acceptance/placing of purchase order/letter of intent. All the correspondence and



minutes held after opening of the Tender and till finalization of the order shall form the part of the agreement. Six copies of agreement duly bound shall be submitted.

17. SECURITY DEPOSIT:

Security deposit of 10% of the total value of the order in the form of Demand draft or Bank Guarantee in favor of Raichur Power Corporation Limited, Yermarus – 584 134, Dist: Raichur, issued by any Nationalized / Scheduled Bank valid for the entire period of contract/ Guarantee shall be furnished before effecting supply. The Bank guarantee shall be as per the performa prescribed by the purchaser.

The Security Deposit shall be released only after satisfactory completion of Guarantee period / Contract.

The supplier shall extend the validity of bank guarantee furnished towards Security Deposit beyond the stipulated period in case defects are noticed during the guarantee period. The bank guarantee shall be valid till such time the defective materials are replaced and performance of the same is found satisfactory for a further period of 12 / 18 months from the date of replacement of material.

18. GUARANTEE:

The materials supplied shall be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier against manufacturing defects/ bad workmanship. In case the materials are found defective during the above guarantee period, the supplier shall replace the materials free of cost to the purchaser at site.

19. QUANTITY:

The quantities shown in the schedule are only indicative, approximate and are liable for extreme variation. Raichur Power Corporation Ltd., reserves its right to vary the quantities in the schedule to suit its actual requirement. The contractor is obliged to supply the additional quantity at the agreed contract price and also the contractor shall not have any cause of action for additional claim, if the quantity is decreased. If the successful contractor fails to supply the ordered quantity as per the RPCL requirement, RPCL reserves the right to award, whole or part of the quantity to any other agency, should the situation so warrant.

20. DELIVERY:

The delivery of the material covered by the Purchase order shall be completed as per delivery schedule indicated in the purchase order, through Railway Wagon to RTPS, where RSMY is available, RPCL will make arrangement to transport HFO from RTPS to YTPS. All the consignments shall be booked in the name of Executive Engineer (Stores), RPCL, Yermarus – 584 134, district Raichur, Karnataka.

Payment of demurrage / Wharfage etc will not be payable by RPCL on any account. RPCL reserves the right to place the orders for the items/qty. indicated in the tender, on one or more firms to suit R.P.C.L's requirements.



21. INSURANCE:

It is the contractor's/supplier's responsibility to supply HFO on FOR Destination basis. In case any shortage is ascertained and established, the same shall be recorded on the invoice and payment will be restricted to received quantity only.

22. PAYMENT:

Payment shall be made only after receipt and acceptance of all the materials as per purchase order at our site within 30 – 60 days. Bill shall be prepared in quadruplicate in favour of General Manager (F) – RPCL, Bangalore with a copy each to consignee i.e., Executive Engineer (Stores), RPCL, Yermarus.

IF ANY OTHER FORM OF PAYMENT IS INSISTED THE CORPORATION RESERVES THE RIGHT OF LOADING THE ADDITIONAL COST TO ARRIVE AT THE LANDED COST WHICH MAY PLEASE BE NOTED.

Whatever may be the other conditions for the rates quoted by the Tenderer it is only the conditions in the schedule or order that will bind the Chief Engineer (Mechanical), RPCL Yermarus – 584 134, Dist: Raichur, and if the successful supplier wishes that some other conditions quoted by him also be accepted, he shall specifically raise the issue as soon as the purchase order is received by him and get the same accepted or clarified.

23. PENALTY:

- i. Penalty at the rate of 0.5% of the value of order will be levied for delay in supply of the materials for every week subject to a maximum of 5% value of the order.

If the successful Tenderer fails to supply the materials before the expiry of the stipulated delivery period, the purchaser reserves the right to cancel the order and forfeit the SD/EMD without prejudice to the claim for damages caused to purchaser on account of failure on the part of the supplier.

If the supplier fails to supply the materials within the stipulated delivery period, RPCL at its discretion can reject the materials supplied beyond the stipulated delivery period and the contractor has to make arrangements to take back the materials at his own cost & risk. RPCL will not be responsible for the loss/damage to these materials.

24. DETENTION CHARGES:

No detention charges shall be paid by RPCL. However arrangements shall be made to release the material / vehicle at the earliest subject to Force Majeure clause.

25. QUALITY:

Quality of the materials shall be clearly specified in the tender with relevant ISI& ISO/Standards and the supply shall be as per offer / detailed specification. The supplier should furnish the test certificate of the material free of cost. Supplies not in confirmation to accepted/approved quality shall be liable to be rejected. The supplier shall arrange to collect the rejected materials and replace the same with approved quality materials at his risk and cost within the period of being informed in writing.



Quality of supplied material shall confirm to IS 1593-1982 specification for HFO.

26. TEST AND CERTIFICATES:

All tests conducted as per the relevant standards shall be furnished along with each batch of production that will be consigned to RPCL. The supplier shall provide these test certificates without extra cost.

27. REJECTION OF DEFECTIVE MATERIAL:

If the materials or any portion thereof, is found defective, or fails to fulfill the requirements of the contract, the purchaser shall give the supplier notice setting forth such defects or failure, and the supplier shall forthwith make good the defective material, or alter the same to make it comply with the requirement of the contract. Such replacement shall be carried out by the supplier within a reasonable time. Should he fail to do so with the requirement of the contract / fail to do so within reasonable time the purchaser may reject and replace, at the cost of the supplier, the whole or any portion of the material, as the case may be which is defective or fails to fulfill the requirement of the contract.

If the materials supplied are found to be substandard and get rejected, the name of such supplier will be circulated to all the power stations.

28. FORCE MAJEURE CLAUSE:

If at any time during the continuation of the contract, the performance in whole or in part or any obligation under this contract shall be prevented or delayed by reason of act of god such as war, fire, flood, earthquake, acts of Civil Commotion, acts of Govt. etc.,(herein after referred to as eventuality), then provided not in writing of such happenings of eventuality is given, within 15 days of occurrence thereof either party shall on the reason of such eventuality can terminate this contract without have any claim for damage against the other in respect of nonperformance or delay in performance of the contract, provided such occurrence of eventuality has prevented or delayed the execution / performance of contract for a period exceeding 60 days.

Power cut imposed by the government, if any shall not effect supply of materials by the successful tenderer. Under any condition, the tenderer shall make his own alternate arrangements to adhere to the delivery schedule.

- i. No correspondence will be entertained regarding the acceptance or rejection of any tender.
- ii. Suit or Legal Proceedings: Any suit or legal proceedings arising out of this contract shall be initiated in Law courts at Raichur only.
- iii. Chief Engineer (Mech)/RPCL reserves the right to accept or reject any or all the Tenders without assigning any reasons thereof.
- iv. Any other information / details required for satisfactory execution of the tender shall be specified clearly.



29. POST BID CORRESPONDENCE WILL NOT BE ENTERTAINED:

Any of the terms and conditions mentioned here under general terms and conditions specifically not commented or not mentioned in your offer shall be construed as accepted and considered for incorporating while processing the offers for ordering.

30. GRANT OF EXTENSION OF TIME:

In the event the contractor is hindered in the execution of supply for reasons beyond his control which could result in non-completion of supply 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 07 days of occurrence of the cause necessitating the extension and/or the expiry of the completion period .In this regard, the decision of Chief Engineer (Mechanical)/ RPCL, is final and binding on the contractor/agency.

31. LIQUIDATED DAMAGES:

Please note that if the materials are not delivered /dispatched within time specified above, the PO may be cancelled and the materials will be purchased at your risk. In addition a penalty of 3% of order value will be levied on you by way of liquidated damages.

32. TERMINATION OF CONTRACT:

If the contractor fails to supply the order quantity with in the delivery period the Corporation reserves the right to terminate the contract by giving a months' notice.

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.

33. 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. Arbitration in this contract is not acceptable.

Any of the terms and conditions mentioned here under general terms and conditions specifically not commented or not mentioned in your offer shall be construed as accepted and considered for incorporating while processing the offers for ordering.

for **RAICHUR POWER CORPORATION LIMITED,**

sd/-

Chief Engineer (Mechanical)
Yermarus Thermal Power station
Yermarus, Raichur-584734



PRICE BID PROFORMA

Procurement of 9000kL of HFO through Railway Wagon for YTPS
Tender No. CEM/ET/MA3/HFO/17-18/01, Dtd:16.05.2017

Material Description: Heavy Furnace Oil confirming to IS 1593-1982

Sl. No.	PATRICULARS	Amount/ kL in Rs.
1	Basic Price (on ex works /storage basis)	
2	Discount on Basic Price if any	
3	State specific Cost/State surcharge	
4	ED@ %	
5	Freight Through Railway BTPN Wagon	
6	VAT/ CST@ % against C-form	
7	Rate/ kL	
	Total Amount for 9000kL in Rs.	

(SIGNATURE OF THE SUPPLIER WITH SEAL)