



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 Sulphuric Acid (Annual Rate Contract) for YTPS”

Tender No.SE(S&P)/ET/AGM(C/18–19/82, Dtd.06.07.2018

Office of the
SUPERINTENDING ENGINEER(S&P)
RAICHUR POWER CORPORATION LTD
YERAMARUS THERMAL POWER STATION
YERAMARUS, RAICHUR-584 134



CONTENTS

Sl. No.	Description	Page No.
1.	Calendar of Events	3
2.	Declaration	4
3.	Pre-Qualification Requirements	5
4.	Terms and Conditions of the Tender	6-13
5.	Specification Schedule	14



CALENDAR OF EVENTS

Procurement of Sulphuric Acid on Annual Rate Contract basis for YTPS Tender No.SE(S&P)/ET/AGM(C/18-19/82, Dtd:06.07.2018

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

1	Period of Completion	1 year 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	06.07.2018
3	Last date for receipt of queries if any (through e-procurement cell)	31.07.2018 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.	02.08.2018 16:00hrs.
5	Opening of Technical bid (cover-I)	04.08.2018 17:00hrs.
6	Opening of Price bids (cover -II)	04.08.2018 17:30hrs

For **RAICHUR POWER CORPORATION LIMITED,**

Sd/-
Superintending Engineer (S&P)
Yermarus Thermal Power station
Yermarus, Raichur-584134



DECLARATION

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

**Procurement of Sulphuric Acid on Annual Rate Contract basis for YTPS
Tender No.SE(S&P)/ET/AGM(C/18-19/82, Dtd:06.07.2018**

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 Sulphuric Acid on Annual Rate Contract basis for YTPS
Tender No.SE(S&P)/ET/AGM(C/18-19/82, Dtd:06.07.2018**

1. Bidder should be Manufacturer/ Authorized Dealer/ Wholesale Stockist for Sulphuric Acid. Authorization/ dealership letter from manufacturing company shall be uploaded in case the bidder is authorized dealer/ Wholesale Stockist.
2. Bidder should have supplied at least 900MT of Sulphuric acid in any one years during the last five years. In proof of the same bidder should upload copies of purchase orders placed by any Govt. sector/ PSU/ Reputed Private sector/ major industry.
3. Bidder should have minimum average turnover of Rs.150.00Lakhs in his/their name during any two financial years of the last five preceding years (2013-14, 2014-15, 2015-16, 2016-17& 2017-18). As a proof of this, the bidder should upload Balance sheet and profit and loss account, duly certified by a Chartered Accountant.

For**RAICHUR POWER CORPORATION LIMITED,**

Sd/-

Superintending Engineer (S&P)
Yermarus Thermal Power station
Yermarus, Raichur-584134



TERMS AND CONDITIONS OF THE TENDER

Procurement of Sulphuric Acid on Annual Rate Contract basis for YTPS Tender No.SE(S&P)/ET/AGM(C) /18-19/82, Dtd:06.07.2018

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 ‘Supply of Sulphuric Acid’ for Yeramarus 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, Bangalore-560 009, Karnataka State.
- c. YTPS – means Yeramarus Thermal Power Station, to where the Instruments 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 Instruments 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. INSTRUCTIONS REGARDING E- PROCUREMENT:

- a. The bid is to be submitted in the Government of Karnataka e-procurement platform 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. Decision of the Corporation in this regard is final and acceptable to all the bidders.

3. 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 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.
- f. The agency 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.

4. INSTRUCTION TO BIDDER

- a. The Bidder has to submit all the necessary proofs/ documents in support of qualifying requirement. In case the proofs/ documents not fulfilling and / or not matching with the qualifying requirements as mentioned in this clause 8, the bidder shall not be qualified for the bidding process.
- b. Clear readable photocopies of documents should be provided. The tenderer shall produce originals for verification on demand.
- c. Pre-Qualifying requirement are to be read in totality and not in isolation.
- d. All relevant documents should be submitted along with the Tender, failing which, the Tender shall be liable for rejection.
- e. It is essential to fill in all the information in the prescribed schedule or else the tender will be liable for rejection.
- f. **Quoted prices shall be inclusive of all applicable taxes & duties. The basic price and breakup of taxes & duties applicable are to be indicated in the relevant window/ screen of the e-portal.**
- g. RPCL also reserves the right to seek additional information as it may deem fit to satisfy itself of the eligibility of the Bidder.
- h. Bidder cannot submit multiple bids.



- i. Bidders shall not be under declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.
- j. Price bid of bidders who have furnished all the documents to meet the qualification criteria, technically and commercially responsive will only be opened.
- k. 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 in correct/ false or invalid then the EMD Furnished by such bidder will be forfeited.
- l. 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 23010900/ 23010901.

5. **EARNEST MONEY DEPOSIT (EMD)**

- a) Deposit the EMD for **Rs.1,50,000.00(Rupees One Lakh and Fifty Thousand only)** through e-portal only.
- b) Government of Karnataka Notification No. FD/850/EXP/12/2015, Dtd.29.12.2015 had exempted MSE registered with (NSIC) supplier with following exemptions:
 - i. MSE registered with NSIC under a single point vendor registration scheme, shall be facilitated by exempting from payment of EMD deposit during purchase all Government Department and State owned PSUs.
 - ii. Policy is meant for procurement of only goods produced and services rendered by MSEs. However, **traders are excluded** from the purview of Public Procurement Policy.
- c) Tenders must be accompanied by Earnest Money Deposit (EMD) & should be paid online through e-procurement portal using any of the following payment modes:
 - i. Credit Card
 - ii. Direct Debit
 - iii. National Electronic Fund Transfer.(NEFT)
 - iv. Over the counter (OTC) (only through designated branches).
- d) 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 Superintending Engineer (Stores & Purchase)/ RPCL, YTPS, and Yermarus 584134. Raichur, District.
- e) 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.
- f) The EMD furnished by unsuccessful bidders will be returned, only after the award of contract and entering in to agreement with the successful bidder.
- g) 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.
- h) No interest is payable to the bidders for the Earnest Money Deposit amount.

6. **ISSUE/SUBMISSION/SCHEDULE AND OPENING OF TENDER:** As per the calendar of events indicated in the e-portal.



7. REJECTION OF TENDER:

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

- i. Not in the prescribed form
- ii. Not accompanied by the requisite EMD.
- iii. Not meeting the Pre-qualifying requirements indicated in the tender.
- iv. Not properly signed by the tenderer.
- v. From any black listed firm or contractor.
- vi. From the tenderer whose past performance is not satisfactory/failed supply the ordered quantity and EMD forfeited.
- vii. Not in conformity with the tender terms and conditions.
- viii. Bidder shall quote as per the schedule (Unit and Quantity) like kgs, Liter, Mtr. Nos etc. If it is not as per schedule, then the declaration shall be up loaded stating the reason, if not such bidder's EMD will be forfeited without any further communication.

8. PRE-QUALIFICATION REQUIREMENTS:

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

- i. Bidder should be Manufacturer/ Authorized Dealer/ Wholesale Stockist for Sulphuric Acid. Authorization/ dealership letter from manufacturing company shall be uploaded in case the bidder is authorized dealer/ Wholesale Stockist.
- ii. Bidder should have supplied at least 900MT of Sulphuric acid in any one years during the last five years. In proof of the same bidder should upload copies of purchase orders placed by any Govt. sector/ PSU/ Reputed Private sector/ major industry.
- iii. Bidder should have minimum average turnover of Rs.150.00Lakhs in his/their name during any two financial years of the last five preceding years (2013-14, 2014-15, 2015-16, 2016-17& 2017-18). As a proof of this, the bidder should upload Balance sheet and profit and loss account, duly certified by a Chartered Accountant.

9. TENDER EVALUATION:

RPCL will reserve the right for evaluation. Item wise evaluation will be done and unit rate inclusive of taxes, insurance and supply on FOR destination will be considered.

10. RIGHTS OF RPCL:

- a. 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.
- b. It reserves right to modify, change; cancel any or all the tenders without giving any reason thereof.

11. SCOPE OF SUPPLY:

Supply of crystal clear battery grade Sulphuric Acid (98%) as per the specification on Annual Contract Basis (Fixed Price for the contract Period). Acid shall be supplied in tankers to store of Yeramarus Thermal Power Station within the delivery period to be stipulated in the order from RPCL, as per procedure indicated in the tender.

12. PRICES:

Rates quoted should be inclusive of all statutory components such as taxes, duties, levies, transportation charges etc., up to YTPS store. Variation in prices is not acceptable. The rate quoted should be firm for the entire period of contract.



However any variation in taxes during the contract Period will be to RPCL account. Transportation charges with applicable taxes shall be included in the prices. Rate quoted in e-portal only will be considered for evaluation.

13. 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.

14. AGREEMENT:

An agreement shall be executed by the successful tenderer within 30 days after receipt of the purchase order on stamped duty paid attested purchased in Karnataka state only worth of Rs.200/- 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.

15. 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, District Raichur, issued by any Nationalized / Scheduled Bank valid for the entire period of contract plus 2 months extra shall be furnished before effecting supply. The Bank guarantee shall be as per the proforma prescribed by the purchaser. The Security Deposit shall be released only after satisfactory completion of Guarantee period / Contract.

16. CONTRACT PERIOD:

Sulphuric Acid shall be supplied for a period of one year from the date of issue of Purchase Order or until entire ordered quantity is supplied whichever is earlier. If the ordered quantity not completed within one year from date of PO then contract may be extended on mutual consent.

17. 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.

In case if required, contractor shall supply additional quantities of 25% above ordered quantity at the same price and also the contractor shall not have any cause of action for additional claim, if the quantity is decreased. RPCL reserves the right to award, whole or part of the quantity, should the situation so warrant.

18. DELIVERY :

Supply of first lot shall be within 15 days from the issue of PO. Balance quantity is staggered over a period of one year and necessary schedule will be issued from the concerned user department.

Material shall be supplied in tankers only. Transportation shall be made in by trained driver only. Consignment document along with necessary document to handle hazardous chemicals shall also be enclosed.

Weight Tolerance: Weigh bridge tolerance of $\pm 5\%$ is allowed on account of inherent variation in Weigh Bridge.



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/quantity indicated in the tender, on one or more firms to suit R.P.C.L's requirements.

19. INSURANCE:

- i. No materials shall be dispatched without being covered for transit risks with the underwriters. The insurance charges will be at tenderer's cost as the materials are to be supplied on F.O.R destination basis. Materials shall be dispatched securely packed so as to avoid damages/losses during transit.
- ii. The transit insurance from Ex- works up to FOR destination shall be arranged by the contractor / supplier under his own open cover policy. F.O.R. destination price shall also include the cost of Insurance. It shall therefore be the responsibility of the contractor to deliver the consignment on F.O.R. destination basis. Any loss or damage during transit shall be replaced by the contractor without waiting for insurance claim settlement from his under writers. The consignee will intimate the contractor of the loss / damage / shortage during transit on receipt and verification of Materials at site. The consignee will assist the contractor in getting the OD certificate from carrier's if considered necessary.

20. PAYMENT:

Payment shall be made on pro-rata basis only after receipt and acceptance of all the materials as per purchase order at our site within 60 days. Payment will not be released till Tenderer execute the agreement and furnish the Security Deposit amounting to 10% of the total value of the order. Bill shall be prepared in quadruplicate in favour of General Manager (F) – RPCL, 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 Superintending Engineer (Stores & Purchase), RPCL Yermarus – 584 134, District 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.

21. 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.
- ii. EMD and Security deposit will be forfeited if the Tenderer fails to supply the materials within the stipulated period.

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.

22. 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.

23. SUBLETTING OF CONTRACT:

The Contractor shall not, without the consent in writing of the Engineer or Purchaser, which shall not be unreasonably withheld, assign or sublet his Contract, or any substantial part thereof, other than raw materials for minor details, or for any part of the work of which the makers are named in the contract, provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

24. 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 station.

25. 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.

26. 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.

27. 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 Superintending Engineer (Stores & Purchase)/RPCL, is final and binding on the contractor/agency.

28. 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, Karnataka State 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.

29. DISPUTES:

Arbitration clauses will not be applicable for the Settlement of disputes arising out of this contract.

30. 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.

For**RAICHUR POWER CORPORATION LIMITED,**

Sd/-

Superintending Engineer (S&P)

Yermarus Thermal Power station

Yermarus, Raichur-584134



SPECIFICATION OF ITEMS

**Procurement of Sulphuric Acid on Annual Rate Contract basis for YTPS Tender
No.SE(S&P)/ET/AGM(C/18-19/82, Dtd:06.07.2018**

Sl. No.	Item Code, Name & Specification	Unit	Qty.	HSN Code & % of GST	Delivery Period
1	0653904002 SULPHURIC ACID 98% Sulphuric acid 98% Commercial as per IS 266-1993	MT	1825		

Note:

- i. The rates quoted shall be inclusive of all applicable taxes, duties, levies etc., including transportation cost on FOR Destination basis (YTPS site premises as directed) and firm for the entire contract period.
- ii. The basic price and breakup of taxes & duties applicable are to be indicated in the relevant window/ screen of the e-portal.

SIGNATURE OF THE AGENCY WITH SEAL