

TENUGHAT VIDYUT NIGAM LIMITED
(A GOVT. OF JHARKHAND UNDERTAKING)
HINOO, DORANDA, RANCHI-834002
FAX: 0651-2251205
Website: www.tvnlonline.com

CIN: U40101JH1987SGC013153

CST NO:229C

TIN NO:200992201429

PAN NO:AACCT1197L

NIT No.042/OP/P/TVNL/RAN/2016-17

Due on 12.12.2016



TENDER DOCUMENT

SUBJECT: SUPPLY OF ALUMINA FERRIC CONFORMING TO IS
299/2000 2nd REVISION



Tenughat Vidyut Nigam Limited

(A Govt. of Jharkhand Undertaking)

Hinoo, Doranda, Ranchi-834002, Jharkhand

TEL: 0651-2250967, 2252202, Fax: 0651-2251205

CIN: U40101JH1987SGC013153

Ref: 1265 /16-17

Dated ... 24.11.2016

NOTICE INVITING TENDER

NIT No.042/OP/P/TVNL/RAN/2016-17.

On behalf of Tenughat Vidyut Nigam Limited (TVNL), Ranchi sealed tenders in two parts (Part-I Technical & Commercial Bid, Part-II Price Bid) containing three envelopes A, B & C (Requisite cost of Tender Document & Earnest Money of specific value in envelope 'A', Technical & Commercial Bid in envelope 'B' and Price Bid in envelope 'C') are invited from experienced, reputed and financially sound manufacturers or their authorised dealers only for supply of Alumina Ferric Conforming to IS 299/2000, 2nd Revision at Tenughat TPS, Lalpania, Dist. Bokaro, Jharkhand, the details of which are as follows:

Description of Item	Alumina Ferric Conforming to IS 299/2000, 2 nd Revision
Quantity	260 (Two hundred sixty) MT.
Estimated Cost (Rs.)	Rs. 15, 60,000/- (Rupees Fifteen lakh sixty thousand) only.
Cost of Tender Documents (Non Refundable)	Rs. 2,000/- (Rupees Two thousand) only.
Amount of EM to be deposited in the form of DD/BG	Rs. 31,000/- (Rupees Thirty one thousand) .
Downloading of Tender Paper	From 26.11.2016
Last Date & Time for receipt of Tender Paper	12.12.2016, upto 14:00 Hrs.
Date & Time of Opening of Part-I of Tender	12.12.2016, at 16:00 Hrs.
Place of submission of bid documents and address for communication	Electrical Superintending Engineer (C&M), Tenughat Vidyut Nigam Limited, Hinoo, Ranchi-834002.

1. The Bidder should have the following Qualifying Requirements (QR):

- a. The tenderer should be a manufacturer or their authorised dealers.
- b. The bidders should have to submit documents like copy of PO, LR & Invoice in support of past experience of successful execution of supply of Ferric Alum (Confirming to IS 299/2000, 2nd Revision) for any of TPS under Govt. / Semi Govt. / CPSU/SPSU/ SEB's.
- c. The average annual financial turnover of bidder during the last 03 (three) years, ending 31st March of the previous financial year should be at least 30% of estimated cost Rs 15, 60,000/-.
- d. The bidder should have experience of having successfully completed similar orders during last seven years ending last day of month previous to the one in which applications are invited. The successful completed similar order shall be either of the following:

i. Three similar completed orders costing not less than the amount equal to 40% each of the estimated cost.

OR

ii. Two similar completed orders costing not less than the amount equal to 50% each of the estimated cost.

OR

iii. One similar completed order costing not less than the amount equal to 80% of the estimated cost.

Similar order means supply of Alumina Ferric Conforming to IS 299/2000, 2nd Revision for any of TPS under Govt. / Semi Govt. / CPSU/ SPSU / SEB's.

- e. The bidder should have financial credibility /capacity of at least 10% of estimated cost. Bidder may submit latest Bank Solvency Certificate of any Indian Nationalized / Scheduled Commercial Bank in support of their financial credibility /capacity.
2. The tender document is to be downloaded from the TVNL website www.tvnlonline.com. The cost of tender document shall be deposited at the time of submission of tender paper in the shape of Bank Draft issued by any Nationalized/Scheduled Bank in favour of "TENUGHAT VIDYUT NIGAM LIMITED" payable at Ranchi. Tender shall not be considered without cost of tender document. Any type of tempering/alteration with tender document shall not be allowed and offer, if submitted so, will be summarily rejected.
 3. Tender without Earnest Money shall not be considered. Offers shall be accompanied with the cost of tender document and earnest money deposit (EMD) of requisite value as specified above in a separate envelope 'A' failing which offers are liable for rejection. EMD may be furnished in the form of Demand Draft/ Bank Guarantee from any Indian Nationalized Bank/ Schedule Commercial Bank in favour of "TENUGHAT VIDYUT NIGAM LIMITED" payable at Ranchi. The Bank Guarantee should remain valid for 12 months.
 4. The earnest money will be forfeited on revocation of tender before expiry of validity of the tender or on refusal to enter into the contract after the order is made by TVNL to the bidder.
 5. Any corrigendum/Addendum/Extension of bid opening date and cancellation of NIT will be published through our website www.tvnlonline.com only and not through newspaper. The bidders are requested to visit our website regularly for any addendum/corrigendum/extension till opening of NIT.
 6. The due date of bid opening as mentioned in the tender will remain firm. However, in case of unforeseen circumstances or due to administrative reasons the bids are not opened on the due date, the same shall be opened on the next working day at the same time. In case the last date of submission of bids is declared as holiday, the bids received up to the time of closing of bids on the next working day shall be considered for opening.
 7. The undersigned reserves the right to reject any or all tenders or to distribute the job among the bidders without assigning any reason thereof.

Sd/-

(R.Ranjan)

Electrical Superintending Engineer (C&M)

TENUGHAT VIDYUT NIGAM LIMITED
HINOO, DORANDA, RANCHI-834002

BILL OF QUANTITY

PART- I (TECHNICAL& COMMERCIAL)

NIT No042/OP/P/TVNL/RAN/2016-17

Sub: Supply of Alumina Ferric Conforming to IS 299/2000, 2nd Revision at TTPS, Lalpania.

S.N.	Particulars	Details to be furnished by the Bidder (Enclose separate sheets if required)	Flag No.	Page No.
1.	Name of the Bidder (Enclose Letter Head of firm)		I	
2.	Address of Bidder with Telephone, Fax, E-mail		II	
3.	Status of the Bidder (whether Manufacturers) (Enclose copy of certificate)		III	
4.	Whether the firm are a Govt. Organ./Govt. U/T.		IV	
5.	Whether the firm are registered with NSIC/SSI(Jharkhand)/ DGS&D. (enclose copy of certificate)		V	
6.	Experience of Bidder (Attach copy of purchase order of similar work and its successful completion certificate during last seven years as per Sl. No. 1.c of QR)	Purchase Order No..... Dated..... Completion Certificate Dated..... Purchase Order No..... Dated..... Completion Certificate Dated..... Purchase Order No..... Dated..... Completion Certificate Dated.....	VI	
7.	Financial Credibility/ Capacity (Attach latest Bank Solvency Certificate)		VII	

8.	Average annual financial turnover of bidder during the last 03 years (Attach audited Balance Sheet & P/L Account for last three years ending 31 st March, 2016)	Average annual financial turnover of bidder during the last 03 (three) yearsRs..... Annual Turnover FY 2015-16: Rs..... FY 2014-15: Rs..... FY 2013-14: Rs.....	VIII	
9.	Name & Designation of Authorized Signatory (Attach Power of Attorney if applicable)		IX	
10.	Nature of Firm (Proprietorship/Partnership /Pvt. Ltd./Public Sector) (Attach proof)		X	
11.	Permanent Account Number (PAN) (Attach proof)		XI	
12.	Service Tax Registration Number (Attach proof)		XII	
13.	Sales Tax/Value Added Tax Registration Number / TIN (Attach proof)		XIII	
14.	Character Certificate of the Head of the Firm issued within last six month from due date of NIT. (Issued by the Officer not below the rank of Magistrate)		XIV	
15.	Particulars of Earnest Money (DD No. /BG No. & Date)		XV	
16.	Particulars of Cost of Tender Document(BOQ) (DD No. & Date)		XVI	
17.	Specification of the material to be supplied :		XVII	
18.	Quantity both in figure & in words :		XVIII	
19.	F.O.R (Prices Basis)		XIX	

20.	Packing & Forwarding charges		XX	
21.	Excise Duty		XXI	
22.	Sales Tax		XXII	
23.	Payment Terms	Whether you are accepting our payment terms clause at Sl.no.10 of PTC? Yes / No	XXIII	
24.	Transit Insurance charges	The TVNL have its own marine policy with insurance company.	XXIV	
25.	Transportation charges		XXV	
26.	Delivery period	Whether you are accepting our delivery schedule as per Sl. No.14 of PTC? Yes / No	XXVI	
27.	Validity period of the offer (minimum 120 days)		XXVII	
28.	Guarantee period of the material to be supplied		XXVIII	
29.	Whether you will deposit Security Money. If not reasons thereof with documentary proof of exemption:		XXIX	
30.	Whether you will furnish the Performance Guarantee		XXX	
31.	Inspection		XXXI	
32.	Do you fulfill the pre-requisite qualification?		XXXII	
33.	Whether you accept all term & conditions of B.O.Q.		XXXIII	
34.	Penalty		XXXIV	
35.	Any extra information		XXXV	

(Signature & Seal of Bidder)

TENUGHAT VIDYUT NIGAM LIMITED
HINOO, DORANDA, RANCHI-834002

NIT No.042/OP/P/TVNL/RAN/2016-17

Sub: Supply of Alumina Ferric Conforming to IS 299/2000, 2nd Revision at TTPS, Lalpania.

INSTRUCTIONS TO BIDDERS

Due Date & Time of submission of Bids –12.12.2016 up to 14.00 Hrs.

Due Date & Time of Bid opening –12.12.2016 at 16.00 Hrs.

Each of these instructions must be read carefully and followed strictly. Failure in complying with any of these would render your offer liable for rejection.

01	The offer should be in sealed envelope and preferably be sent by Registered Post / Speed Post. Intending bidders are advised to post their offers well in time so as to reach us before bid due date and time. Offers received after the due date and time of submission of bids shall not be accepted.
02	Offer must be preferably typed and submitted in duplicate.
03	The enquiry no., bid due date and details of earnest money deposit (EMD) should be super scribed on the envelope.
04	In case of any change in the name of the company/address viz-a-viz what has been indicated in the tender enquiry , bidders are requested to intimate such changes in advance supported by relevant documents failing which the offer may be treated as unsolicited and run the risk of being not opened.
05	The quoted price must be written in both figures and words in capital letters. Alterations if any, should be made clearly by crossing the whole entered rate and last corrections should be attested by the tenderer with their full signature and stamp. In no case there should be overwriting and all tenders with such overwriting shall be liable for rejection. In case of any discrepancy between figures and words, the rates in words shall be considered for the purpose of evaluation.
06	Offers shall be accompanied with earnest money deposit (EMD) of requisite value as specified in a separate envelope failing which offers are liable for rejection. EMD may be furnished in any of the following forms:- (a) Through Demand Draft drawn on any Nationalized bank/Schedule commercial bank in favour of "TENUGHAT VIDYUT NIGAM LIMITED" payable at Ranchi. (b) Bank Guarantee from a Nationalized bank/Schedule commercial bank irrevocable & operative till 30 days after the validity of the offer or extended validity of the offer. The earnest money will be forfeited on revocation of tender before expiry of validity of the tender or on refusal to enter into the contract after the award is made by TVNL to the tenderer. Tenders without Earnest Money shall not be considered other than NSIC/SSI registered units. A copy of such registration has to be furnished for claiming exemption from EMD. Exemption from the Earnest Money to NSIC/SSI units will be considered as per Govt. Circulation. SSI units of Jharkhand will be given preference as per Govt. rule.
07	The rates quoted shall be FOR TTPS, Lalpania basis. However, if the vendor quotes on ex-works/ dispatching station basis the freight charges at the rate of 2% shall be loaded on quoted ex – works/dispatching station basic price. Material is to be dispatched through authorized transporter of TVNL on Freight to pay basis. If the vendor quotes on FOR destination/FOR dispatching station/ex-works but freight paid up to destination basis ,packing and forwarding and freight components should be shown separately as ED and ST shall be payable on Ex-works price only and shall not be applicable on freight charges.
08	Offer should be strictly as per specification/drawings/samples as spelt out in the enquiry. Deviations there form, if any, shall be clearly spelt out by the tenderer with reason. In case no such deviations are indicated, it shall be taken for granted that the item has been offered strictly as per requirements given in the enquiry.
09	Tenderer should base his offer as per delivery schedule in the enquiry. In case of any deviation, the tenderer should quote his best, realistic delivery. The same shall be specific and guaranteed. The delivery period

	shall commence from the date of Letter Of Intent/Purchase Order, whichever is the first intimation of acceptance of vendor's offer. Final dates of delivery shall be the date of dispatch of materials evidenced by the relevant Goods Receipt Note(GR).Wherever stage inspection or Pre-dispatch inspection is involved ,the vendor shall take account 21 days notice to TVNL for deputing inspector. The delivery period shall be inclusive of the time taken for such inspection. For delays beyond the contractual delivery period, provisions of TVNL General Purchase Conditions shall apply.
10	TVNL reserves the right to accept or reject any/all offers and increase/decrease the tendered quantity without assigning any reason.
11	In case of non submission of bid, tenderer may sent a regret letter and return all bid documents/drawings etc. if any, enclosed with the bid.
12	Order placed as a result of this enquiry shall be subject to the purchasers General Purchase Conditions, a copy of which enclosed. Tenderer is requested to confirm acceptance in toto in their offer.
13	All tenderer shall submit along with their bid latest valid Income Tax Clearance Certificate or else their bid are liable for rejection.
14	Make/Brand of the item offered shall be specified failing which offers are liable for rejection. One copy of detailed descriptive literature/pamphlets shall be enclosed along with the offer.
15	Our standard terms of payments are 100% payment within 30 days of receipt and acceptance of the materials at our stores.
16	The prices quoted shall be exclusive of Excise duty and sales Tax. The rate and nature of sales tax applicable shall be shown separately. Sales Tax will be paid to the seller at which it is liable to be assessed or has actually been assessed on the date of supply provided the transaction of sale is liable to sales tax. In case quoted goods are subject to Excise duty, the vendor shall have to furnish documentary evidence as proof of having paid the same. Requirement of concessional sales tax form if any, may be clearly indicated in the offer. In case of variable excise duty, maximum quantum of excise duty will be loaded for comparison purposes.
17	If the tenderer is on DGS & D Rate contract for enquired items, a copy of the same should be enclosed along with the offers. Units registered with SSI/NSIC shall indicate the registration number and enclosed copy of registration certificate.
18	Test Certificate of Manufacturer/Govt. Test House shall be required to be submitted wherever so stipulated.
19	Tenderers shall certify that the quoted rates are applicable to Govt. Depts/Public Sector Undertakings.
21	Tenderers are requested to fill in the enclosed proforma for Terms and Conditions and submit the same along with their offer in DUPLICATE.
22	The list of customers to whom tenderer had supplied similar equipment in the past along with the purchase order copy, performance certificate if any, should be furnished.
23	In case the material offered is of ISI mark/tested at any Govt. recognized test house ,copies of relevant test certificate should be enclosed with the offer.
24	Tenders will be opened in the presence of bidder or their authorized representative themselves.
25	Bidder should note that printed terms and conditions shall not be considered for evaluation purposes unless otherwise Specifically mentioned in the offer itself.
26	Bidders should quote their prices excluding insurance charges as all transit insurance will be covered by TVNL open policy. To this effect loading of 0.15% shall be done on their offer towards insurance charges.
27	In case any clause is not acceptable to the tenderers', the same should be specifically brought out in the bid with a categorical confirmation that all other clauses are acceptable to the bidder. If no mention is made in this regard, it shall be presumed that all the clauses mentioned herein above are acceptable to bidder
28	The offers should be valid for a period of 90 days from the date of bid opening.
29	Bidders should note that the exchange rate applicable on the BOD shall be considered for Evaluation purposes in cases offers are submitted in foreign currency.

(Signature & Seal of Bidder)

TENUGHAT VIDYUT NIGAM LIMITED
HINOO, DORANDA, RANCHI-834002

NIT No.042/OP/P/TVNL/RAN/2016-17

Sub: Supply of Alumina Ferric Conforming to IS 299/2000, 2nd Revision at TTPS, Lalpania.

GENERAL PURCHASE CONDITIONS

01	<u>Definition</u> The following terms and expressions used herein shall have the meaning as indicated therein:- Supplier/ Vendor : Shall mean the individual firm, Company or Corporation whether incorporated or otherwise to whom this Purchase Order is addressed and shall include its permitted assigns and successors. Purchaser/ Owner: Shall mean Tenughat Vidyut Nigam Limited, a company incorporated in India under the Companies Act. 1956, having its registered office at Hinoo, Doranda, Ranchi, and shall include its permitted successors and assigns.
02	<u>Reference</u> The number of this Purchase Order must appear on all correspondence, drawings, invoices, packing and shipping documents and on all documents or papers connected with Purchase Order.
03	<u>Specifications and Drawings</u> Any information, details etc. called for in the specification and not shown in the drawing and vice versa shall have the same effect and meaning as if called for and shown both in the specification and drawings. In case of conflict between the specifications and drawings, the decision of the Purchaser or his duly authorized representative shall be final and binding.
04	<u>Price Basis</u> Price mentioned in the Purchase Order shall be firm and not subject to escalation till the execution of the complete order and its subsequent amendments accepted by the vendor even though the completion/ execution of the order may take longer time than the delivery period specified and accepted in the Purchase Order.
05	<u>Taxes, Levies and Duties</u> Sales Tax, Levies and any other duties payable shall be shown separately in the invoice. This shall be to the account of the Purchaser/ Owner, unless otherwise mentioned in the Purchase Order.
06	<u>Inspection/ Checking testing</u> As per clause no. 07 of PTC.
07	<u>Access to Vendors Premises</u> The Owner and/ or his authorized representative shall be provided access to vendors and/ or his sub vendors premises, at any time during the pendency of the Order, for expediting, inspection, checking etc. of work.
08	<u>Removal of Rejected Goods and Replacement</u> If upon delivery, whether inspected and approved earlier or otherwise, the material/ equipment is not in conformity with the specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the vendor normally within 30 days from the date of receipt of the material at the Work Site Office/Stores.
09	<u>Terms of Payment</u> The payment will be made by the Owner to the vendor on accordance with the terms and conditions specified in the Purchase Order. All payments shall normally be made from the office of the purchaser situated at Hinoo-Doranda-Ranchi:834002
10	<u>Additions/ Alterations/ Modifications</u> The Owner reserves the right to make additions/ alteration/ modifications to the quantity of the items in the Purchase Order. The vendor shall supply such quantities also at the same rate as originally agreed to and incorporated in the Purchase Order. If however, the additional work is at variance in design, size and specifications and not already covered by the Purchase Order or the amendments therein, the rates for such additional work shall be negotiated and mutually agreed.
11	<u>Delivery Schedule</u> Time is the essence of this Order and no variation shall be permitted in the delivery time/ delivery

	schedule mentioned in the Order. Delivery of the equipment/ materials described shall be deemed to constitute acceptance of this Order and terms and conditions by the vendor at the price specified.
12	<p><u>Liquidated Damages for Delay in Delivery</u></p> <ol style="list-style-type: none"> 1. In case of any delay in the execution of the Order beyond the stipulated date of delivery/ delivery schedule including any extension permitted in writing, the Owner reserves right to recover from the vendor a sum equivalent to 0.5% of the value of the delay materials/ equipment for each week of delay and part thereof subject to a maximum of 5% of the total value of the Order. 2. Alternatively, the Purchaser reserves the right to purchase the material/ equipment from elsewhere at the sole risk and cost of the vendor and recover all such extra cost incurred by the purchaser in procuring the material by the above procedure. 3. Alternatively the purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentions above. 4. In event of recourse to alternative 12.2 and 12.3 above, the Owner will have the right to repurchase the stores, which are ready available to meet the urgency in requirement caused by vendors failure to comply with the schedule delivery irrespective of the fact whether the materials/ equipments are similar or not.
13	<p><u>Source of Supply</u></p> <p>The vendor shall insure that the indigenous capacity is utilized to the fullest extent possible in execution of this Order. Where the imports are unavoidable, all such items be imported by the vendor in good time against his own import license without effecting the contractual delivery schedule.</p>
14	<p><u>Patent Rights</u></p> <p>Royalties and fees form patents covering material/ equipment or processes used in executing the work shall be to the account of the vendor. The vendor shall satisfy all demands that may be made at any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the purchaser indemnified in that regard in the event of any equipment/ material or part thereof supplied by the vendor is involved in any suit or other proceedings held to constitute infringement and its use is enjoyed, the vendor shall, at his own expenses, either procure for the purchaser the right to continue the use of such equipment/ material replace it with a non infringing material/ equipment or modify it so it become non-infringing.</p>
15	<p><u>Force Majeure</u></p> <p>Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than 7 days shall be considered cause of force majeure. A notification to this effect duly certified by local chamber of commerce/ statutory authorities shall be given by the vendor to the Owner by registered letter. In the event of delay due to such causes, delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the Owner, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the Owner. In the event of such cancellation, the vendor shall refund any amount advanced or paid to the vendor by the Purchaser and deliver back any materials issued to him by the Purchaser and release facilities, if any provided by the Purchaser.</p>
16	<p><u>Cancellation</u></p> <p>The Owner reserves the right to cancel the Order in the part or in full by giving one week advance notice thereby if:-</p> <ol style="list-style-type: none"> (a) The vendor fails to comply with any of the terms of the order. (b) The vendor becomes bankrupt or goes into liquidation. (c) The vendor makes general assignment for the benefit of the creditors, and (d) Any receiver is appointed for the property owned by the vendor.
17	<p><u>Waiver</u></p> <p>Any waiver by the owner of any breach of the terms and conditions of the order shall not be constitute any subsequent breach of the waiver of any other right or conditions.</p>
18	<p><u>Compliance of Regulations</u></p> <p>The vendor shall warrant that all Goods and/ or services covered by this Purchase order shall have been produced, sold, dispatched ,delivered, tested and commissioned in strict compliance with all applicable laws, regulations including industries (development & Regulations) act. 1951 and any amendment there under, labour agreements, working conditions and technical codes and requirement as applicable from time to time.</p> <p>The vendor should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance.</p>

	All laws, rules and regulations required to be reference. Any liability arising out of contravention of an of the laws on executing this order shall be the sole responsibility of the vendor and the owner shall not be responsible in any manner whatsoever.
19	<u>Sub- Letting & Assignment</u> The vendor shall not sub-let transfer or assign any part of this Purchase Order, without the prior written consent of the Purchaser. Such assignments or subletting or transfer shall not relieve the vendor from any obligation, duty and responsibility under his Purchase Order. Any assignment, transfer or subletting without the prior written approval of the owner shall be void. The Purchaser shall have the right to cancel the order and to purchase the goods from elsewhere and the supplier shall be liable to the purchaser for any loss or damage which the purchaser may sustain in consequence or arising out of such purchase and the vendor shall indemnify such loss or damage to the owner.
20	<u>Vendors Drawing & Date</u> All Drawings, data and documentation in respect of the ordered items are an integral part of the Purchase Order. The vendor will furnish all such drawings, data and documentation to the Purchaser. The schedule for submission of these documents by the vendor and the required number of copies shall be specified by Purchaser. The vendor shall ensure strict compliance to this schedule.
21	<u>Information Provided by the Purchaser</u> All Drawings, data and documentation that are given to the vendor by the Purchaser for the execution of the order shall be the property of the Purchaser and shall be returned by the vendor on demand by the purchaser. The vendor shall not make use of any of the above documents for any purpose at any time except for the purpose of executing the order to the Purchaser. The vendor shall not disclose any of the information given by the Purchaser to any person, firm, body, corporate and/ or authority and shall use all endeavours to ensure that above information is kept confidential. All such information shall also remain the absolute property of the Purchaser.
22	<u>Spare Parts, Oils & Lubricants</u> Wherever applicable, the vendor shall furnish item wise price list of spare parts required for two years operation of the equipment ordered. The vendor shall also provide the necessary instructions and drawings to identify the spare part numbers and their location as an interchange ability chart. The vendor shall recommend the quality of oils and lubricants required to be used in the operation of the equipment supplied under this Order for a continuous operation for a period of at least one year.
23	<u>Vendor Liability</u> Vendor hereby accept full responsibility and indemnifies the Purchaser and shall hold the Purchaser harmless from all acts of omissions and commissions on the part of the vendor, his agents, his subcontractors and employees in execution of the Order. The vendor also agrees to defend and hereby undertakes to indemnify the Purchaser and also hold him harmless from any and all claims for injury to or death of any and all persons including but not limited employees and for damage to the property arising out of or in connection with the performance of the work under the Purchase Order.
24.	<u>Splitting of Quantity</u> The owner reserves the right to splitting of quantity into more than one bidder at the time of placement of order. The distribution of order will be in the ascending order (starting from L ₁) and the lowest bidder will get the more weightage in distribution of quantity.

(Signature & Seal of Bidder)

TENUGHAT VIDYUT NIGAM LIMITED
HINOO, DORANDA, RANCHI-834002.

NIT No. 042 /OP/P/TVNL/RAN/2016-17

Sub: Supply of Alumina Ferric Conforming to IS 299/2000, 2nd Revision at TTPS, Lalpania.

Principal Terms and Conditions (PTC)	
01	Acceptance of tenders: - The purchaser is not bound to accept the lowest tender or to assign any reason for the rejection of the lowest tender. The purchaser reserves the right to extend the due date and to reject any/ all the tenders or to increase / reduce/ distribute the quantity of tender without assigning any reason thereof.
02	Price: - Rate should be quoted F.O.R, TTPS (stores), Lalpania.
03	Packing & forwarding: - The Tenderer should ensure the materials are securely packed to safeguard against any damage in transit. If the Tenderer wants extra payment for packing & forwarding/ handling etc., the same must be clearly mentioned in the tender without whom the claim for extra amount will not be considered.
04	Excise duty: - Central Excise duty if chargeable extra should be specifically quoted, failing which no claim for the same will be entertained and price quoted will be deemed to have included of same. Excise duty if quoted will be paid extra only on production of documentary evidence.
05	Sales tax: - Sales tax will be paid extra as admissible under rule at concessional rate against CST/ JST declaration form. The Tenderers are required to indicate their VAT/sales tax registration no. No tender will be considered if this no. is not mentioned.
06	Security deposit: - i) The successful Tenderer shall have to deposit security equal to 5% of the order value (including earnest money which will be retained as security) within the date specified in the acceptance of the tender/ purchase order. ii) Security money (balance amount after deduction of earnest money) will be accepted as Bank draft/ Bank Guarantee in the prescribed format not adjustable against running bill. The same will be released after completion of the guarantee period.
07	Inspection: - The material will be got inspected by the authorized inspector of TVNL.
08	Rejection of defective materials: - Items found defective or inferior in quality and not as per tender specification shall be rejected and replacement will have to be made by the supplier free of cost.
09	Test Certificate: - The certificate of technical specification etc issued by the authorized inspector of TVNL shall have to be submitted along with the consignment.
10	Payment Terms: - 100% payment will be made by cheque / RTGS on receipt of materials in good condition in our stores along with inspection report. Payment shall be made by the paying authority on receipt of bill in triplicate duly verified by the consignee along with SRV provided Performance Guarantee and Security Deposit etc. have been furnished by the firm against supply items.
11	Formula to be applied for payment on pro rata deduction basis: - Basic of claim for payment will be guided by the following clause:
i.	For percentage of Al ₂ O ₃ equal to or exceeding 14.5 to 15.0% payment will be made as per accepted rate.
ii.	Material having Al ₂ O ₃ below 13.0% will not be acceptable.
iii.	For percentage of Al ₂ O ₃ below 14.5% up to 13.0% actual amount payable per MT will be governed by the formula: $R = \frac{(14.5 - 1.5 \times S)}{14.5} \times P$ Where R = Rate per MT after deduction for shortage in percentage of Al ₂ O ₃ , S = Percentage of short fall of Al ₂ O ₃ , and P = Price of Ferric alum slab as per P.O.
iv	For percentage of insoluble matter up to 1.5% no deduction in price will be made.
v.	For insoluble matter more than 3.0% the material will not be acceptable.

vi.	For insoluble matter exceeding 1.5% and up to 3.0% a deduction in price will be made and same will be governed by the following formula: $D = \frac{3 \times (M - 1.5) \times P}{100}$ Where D = Amount to be deducted, M = Percentage of insoluble matter, P = Price of Ferric Alum slab as per P.O.
vii.	Amount payable per MT will be (R – D).
viii.	A tolerance of 0.5% is allowed in weight.
12	Guarantee: - The material supplied shall be guaranteed against manufacturing defects, bad workmanship and unsatisfactory service for a period of 18 months from the date of dispatch or 12 months from the date of materials being put in service whichever is earlier. In the event of any manufacturing defect or bad workmanship and unsatisfactory service, the materials supplied will have to be replaced forthwith free of cost to TVNL.
13	Performance Guarantee: - The supplier shall furnish a Bank Guarantee of 5% (five percent) of the order value in the prescribed Performa of TVNL towards the Performance guarantee. The Bank Guarantee from any Nationalized Bank shall be furnished in this office within 25 days from the issue of this order and shall be valid up to guarantee period not to be adjusted against running bills.
14	Delivery Period: - The items against this order should be delivered in good condition to the consignee within one year as per schedule provided. An early delivery will be highly appreciated.
15	Penalty: - If materials are not supplied within delivery period, a penalty @ 0.5% per week maximum up to 5% of the total undelivered quantity of material will be imposed except under force majeure.
16	Validity of Offers: - The tenders should remain open for acceptance for a Period of 120 days from the date of opening of Part-I unless otherwise specified.
17	Paying Authority: - The Accounts Officer, TVNL, Ranchi will be the Paying Authority.
18	Late Receipt of the Tender: - Special attention of the bidder is invited about the receipt of the tender in time. Tenders received after the stipulated date and time due to any reason, whatsoever, shall not be considered. Bidders are requested to see that the tenders are delivered in the office before the prescribed date and time.
19	Consignee: - EEE (Stores), TTPS, Lalpania, Bokaro will be the consignee of the items.
20	Transit Insurance: - The consignment shall be insured before dispatch. The TVNL have its own marine policy with insurance company. The consignee must be informed and asked for the details of Insurance Company through which it would be insured before dispatch.
21	Execution of Agreement: - The firm and his legally authorized representative having Power of Attorney will have to execute agreement with the undersigned within 25days of issue of order in the event of placement of order on them. The agreement will have to be prepared on a non-judicial stamp paper of Rs.50/- only on Nigam's format. Bank Guarantee against Security Deposit, Performance Guarantee etc. as per order will have to be furnished well before execution of agreement. Payment against supply will be made only after execution of agreement.
22	Jurisdiction of Court: - Any dispute between the purchaser and the Tenderer shall be settled in the civil court, Ranchi.
23	In case the terms and conditions of the bidder are found different from our BOQ, their price part may not be entertained.
24	These terms and conditions shall form a part of the contract.

(Signature & Seal of Bidder)

TENUGHAT VIDYUT NIGAM LIMITED
HINOO, DORANDA, RANCHI-834002.

BILL OF QUANTITY

PART – II (PRICE PART)

NIT No. 042/OP/P/TVNL/RAN/2016-17

Sub: Supply of Alumina Ferric Conforming to IS 299/2000, 2nd Revision at TTPS, Lalpania.

Sl. No	Description	Qty	Rate (in Rs.)	Amount (in Rs.)
1	Alumina Ferric Conforming to IS 299/2000, 2 nd Revision	260 MT		
2	Packing & Forwarding charges			
3	Excise Duty			
4	Sales Tax			
5	Transportation charges			
	G.TOTAL			

(Signature & Seal of Bidder)