

TENUGHAT VIDYUT NIGAM LIMITED
(A GOVT. OF JHARKHAND UNDERTAKING)
HINOO, DORANDA, RANCHI-834002
TELE: 0651- 2253841 , 2252160, 2252164

Website: www.tvnlonline.com

CST NO:229C	TIN NO:200992201429	PAN NO:AACCT1197L
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NIT No. - 02/Store/Scrap/TVNL/RAN/2017-18

Due on - 23-05-2017 at 14:00 Hrs



TENDER DOCUMENT

SUBJECT: SALE OF USED LUBE OIL ON “AS IS WHERE IS BASIS” STORED AT CENTRAL STORES, TTPS, LALPANIA.

TENUGHAT VIDYUT NIGAM LIMITED



तेनुघाट विद्युत निगम लिमिटेड

(A GOVT. OF JHARKHAND UNDERTAKING)

HINOO, DORANDA, RANCHI-834002, JHARKHAND

Ref No. 129/17-18

Dated 25-04-2017

NOTICE INVITING TENDER

NIT No. - 02/Store/Scrap/TVNL/RAN/2017-18

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 firms for Sale of used lubricant oil on "as is where is basis" at Central stores, TTPS, Lalpania, Dist. Bokaro, Jharkhand, the details of which are as follows:

Description	Sale of used lubricant oil on "as is where is basis" at Central stores, TTPS, Lalpania.
Cost of Tender Documents (Non Refundable)	Rs. 5,000/- (Rupees Ten thousand) only.
Amount of EM to be deposited in the form of DD	Rs. 88,000/- (Rupees Eighty eight thousand) only.
Downloading of Tender Paper	From 26-04-2017
Last Date & Time for receipt of Tender Paper	23-05-2017 , upto 14:00 Hrs.
Date & Time of Opening of Part-I of Tender	23-05-2017 , 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 submit the following Qualifying Requirements (QR):

- Valid registration certificate for being empanelled by JSPCB/MOEF/CPCB.
- Income tax PAN.
- VAT-TIN Number.
- Bidder's address proof.
- Should submit dully filled BOQ of Techno commercial part and price part and submit the signed and sealed copies of T&C and Acceptance.

Sd/-
(R. Ranjan)
Electrical Superintending Engineer (C&M)

NIT No. - 02/Store/Scrap/TVNL/RAN/2017-18

Sub: Sale of used lubricant oil on “ as is where is basis” at Central stores, TTPS, Lalpania.

INSTRUCTION TO BIDDERS & GENERAL TERMS AND CQNDITION OF TENDER.

1. TENUGHAT VIDYUT NIGAM LIMITED shall be hereinafter referred to as TVNL or owner and Seller. The successful tenderer (i.e. the tenderer in whose favour the contract may be awarded) shall hereinafter be referred to as the buyer/purchaser.
2. Subject to the reserve price, if any, fixed by the SELLER and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on “AS IS WHERE IS BASIS” and “NO COMPLAIN BASIS.” The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction property offered for sale.
3. SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the auction concludes. Announcements during the auction on the website including announcement of any additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the seller and it is binding on the bidder.
4. SELLER reserves the right to decrease or increase the quantity to any extent.
5. Canvassing in any form by the tenderer by interaction with any other officials of TVNL to influence the outcome of the bid will render the bid as un-responsive and such bids will be rejected and the EMD forfeited.
6. The party participating in the tender and who has been found to be black listed by any of the government organization will be automatically disqualified. Such parties who take part in the tender knowing that they are black listed, such bids will be rejected and their EMDs forfeited.
7. Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the Auction Property and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the

amendments if any, prevailing at the time of Auction. Seller will not entertain any complaints or objections once Bid is placed.

8. Seller does not give warranty or guarantee of the quality, quantity, measurement, condition Chemical composition of each individual item/s or lot/s that form the auction property and about its "End Use" or fitness for a particular purpose.
9. The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept/ reject/ cancel any bid, withdraw any portion of the Auction Property at any stage from Auction even after acceptance of bid/issue of delivery order or release order/ deposit of full value by successful bidder without assigning any reason there of . In the event of such rejection/ cancellation/ withdrawal, SELLER shall refund the value of Auction Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.
10. **EMD will be lump sum deposit and shall not carry any interest.**
11. In the event of failure on the part of the successful bidder to fulfill his contractual obligations, seller reserves the right to debar such bidder from participating in any future auction conducted by TVNL on behalf of seller besides forfeiture of EMD/SD of the instant auction/tender.
12. Bids are to be made up to total estimated auction qty subject to minimum bid quantity and floor price restrictions.
13. The Scrap materials are open for inspection on any working day, during working hours from 26.04.2017 to 22.05.2017 after contacting Sri. A. K. Burnawal, EEE(Stores), TTPS, Lalpania, Dist.- Bokaro (Mobile phone No.+919031049948). The Tenderers should thoroughly satisfy themselves with regard to quality and conditions of the Scrap materials offered before sending their tenders and no complaint of any sort whatsoever will be entertained afterwards in this respect while taking delivery of the materials or thereafter.
14. In those items where quantity available for sale is left unsold during the auction, TVNL may at its sole discretion decide to offer remaining quantity to H1,H2,H3, H4Hn bidders at the same rates offered by H1(Highest) bidder and such preference will be given based on the ranking of the bidders on completion of auction. TVNL may even sell the quantity required by H-1 bidder at H-1 price only to H-1 bidder. TVNL may also decrease/increase the quantity as indicated in the tender to be sold depending upon bid price at its sole discretion.
15. All the bidders are required to submit their prices above the reserve price indicated at page 14 of BOQ of total quantity (variable upto $\pm 25\%$) available as mentioned item-wise in the List of Items. Price bids received with less than

the reserve price will not be considered as valid bid and such bidder will not have any right to buy that item in this auction even if it is the Highest bid.

16. Arithmetical errors: If there is a discrepancy between the unit price and the total price, that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of the total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.
17. All the bidders are required to **submit Acceptance form and Annexure-2 duly filled, signed & stamped.**
18. 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.
19. Tenderers should enclose inside the sealed cover containing the tender, the following documents: (a) Demand Draft towards Earnest money and Cost of BOQ. (b) The Special as well as General Terms and Conditions of tender, both duly signed by the tenderer in token of having accepted the same in toto. (c) Schedule of Rate (s) duly filled in and signed by the tenderer. (As placed in Annexure) (d) Self attested copy of PAN / Voter ID Card / Pass port / Ration card in case the bidder is an Individual and Sales tax registration / Income tax certificate / Registration of firm in case the bidder is a Firm/Company. (e) Copy of valid authorization of handling hazardous waste and consent letter from CPCB/MPCB in case quoting for hazardous waste as per law/rules 1989.
20. Tenderers sending their tenders by post will do so solely at their own risk and TVNL will not be responsible for any loss in transit or postal delay. Quotations submitted/sent by Email/Fax will not be accepted.
21. Incomplete tender or tenders submitted with qualifying conditions at variance with the Special as well as General Terms and Conditions of tender are liable to be rejected summarily.
22. 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.

23. 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.
24. The undersigned reserves the right to reject any or all tenders or to distribute the job among the bidders without assigning any reason thereof.
25. The Price part of the Bids will be opened by the TVNL tender committee and successful bidder will be intimated. TVNL reserves its rights to accept or reject any tender. The decision of TVNL committee will be final and bindings on the tenderers.

PAYMENTS:-

26. 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 from any Indian Nationalized Bank/ Schedule Commercial Bank in favour of "TENUGHAT VIDYUT NIGAM LIMITED" payable at Ranchi.
27. 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 bidder.
28. Bids placed/Rates offered are for the basic price only and are exclusive of all applicable taxes and duties like Excise Duty, CST/VAT, Entry Tax, Octroi, TCS etc. Taxes and duties will be in addition to the basic price and will be added at rates applicable at the time of delivery.
29. Successful bidders shall have to deposit payment in full (i.e. 100% value of the material plus applicable taxes and duties) within **5 days** from the date of LOA (Letter of acceptance of offer) along with **Security Deposit (SD) @ 2%** of basic value. A further period of 5 days shall be allowed for deposit of payment on charging **interest @ 15% per annum or as notified by TVNL from time to time for the delayed period.**
30. Bids placed/Rates offered are for the basic price only and are exclusive of all applicable taxes and duties like Excise Duty, CST/VAT, Entry Tax, Octroi, TCS etc. Taxes and duties will be in addition to the basic price and will be added at rates applicable at the time of delivery.
31. Purchase of Hazardous waste defined under the hazardous waste(Management & Handling) rule 1989 notified under the environment protection act 1986 are required to have environmentally sound processing technique, efficient pollution control system & valid authentication from the State Pollution Control Board/Pollution Control Committees in Such

Territories of handling such wastes in addition to Compliance of Standards Laid Down under Act. Violation of any provision of the rules and Non-Compliance with the standards is punishable under section 15 of the Same Act.

A. Valid Authorization from the appropriate authorities as per Law of Handling of Hazardous wastes under the Hazardous wastes (Management and Handling) Rules 1989.

B. Valid consent letters from the State Pollution Control Boards under Air and Water Act.

Even after making it very clear to all Tenderers about submission of authorization letters as stated above, if any tenderer submits his quotation, then it shall be presumed that he shall be submitting same later on but before issue of sale acceptance letter by TVNL. The security deposit of such tenderers/Purchasers shall automatically stand forfeited who fail to submit the required statutory document within the validity period of sale acceptance letter.

DELIVERY:-

32. On receipt of full sale value and applicable ED/CST/VAT/ET/TCS along with Security Deposit, the Seller will issue final Sale Order to the Buyer thereby enabling him to lift the materials within the period specified in the Sale Order.
33. Lifting of materials will be allowed only between 08:30 Hrs. to 17:00 Hrs on all working days. Buyers shall be required to place vehicles for lifting of materials within 11:30 Hrs. only, within valid lifting period, subject to availability of material. Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of Security Deposit (SD). Weight recorded at the seller's weighbridge shall be treated as final.
34. In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.
35. While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. Items offered for sale in lot shall be delivered / lifted completely without leaving anything on the ground.
36. Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller. No gas cutting equipments or any equipment, which are likely to cause damage, will be allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of seller. The decision of the seller or his authorized representative shall be final in this regard.

37. The buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses, if required, only for the items against which loading is in buyer's scope.
38. Trucks / Lorries with valid LSGP (Loading Slip cum Gate Pass) shall be allowed inside plant for loading after necessary security check between 8:30 Hrs. to 11:30 Hrs. A route map of loading destinations shall be provided by shipping department, which would be available at Security Gate and would be provided to Truck/Lorry drivers (if required) to guide them to destinations.
39. Vehicles shall be loaded as per their carrying capacities in compliance to the provisions of MV Act.
40. Buyer / their authorized representatives / their authorized transporters shall be allowed only to TTPS, Central Stores Department, Storage Site of drums, Weigh-Bridge and Respective Offices to carryout their jobs in connection with lifting of material. They will not be allowed to visit other areas of the plant site.
41. Once the goods / materials are taken out of the factory gate, purchaser will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
42. **Determination of Weight:** The weight of the Materials delivered on ex-plant basis shall be as per TTPS Weighment Scale.
43. Purchaser and his men are subject to the security rule of seller in force while in the seller's premises. The purchaser/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the purchaser shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of SD.
44. While taking delivery of the material, the Purchasers shall be responsible for any damage that may be done to premises / fittings of the SELLER in the course of removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the purchaser shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the Security Deposit or may stop delivery of the material till payment is made.
45. SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials, if required.

46. If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.

FORCE MAJEURE : -

47. TVNL shall not be liable for any failure or delay in performance due to any-cause beyond their control including fires, floods, strikes, go-slow, lockout, closure, pestilence, dissidence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government action, civil commotion, breakdown of machinery, shortage of labour, acts, demands or otherwise any other cause of conditions, beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of TVNL to extend the time of performance on the part of TVNL by the period as may be necessary. Performance after the cause of delay will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

Arbitration

48. All disputes arising between the parties (Purchaser and Seller) out of or in relation to the work order shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by MD, TVNL. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation Act, 1996. The reasoned award made in pursuance thereof shall be binding on the parties, the venue of arbitration shall be Ranchi. Only the courts at Ranchi shall have the jurisdiction over the disputes in relation to and arising out of the work order.

(Signature & Seal of Bidder)

TENUGHAT VIDYUT NIGAM LIMITED
HINOO, DORANDA, RANCHI-834002

BILL OF QUANTITY

PART- I (TECHNICAL& COMMERCIAL)

NIT No. - 02/Store/Scrap/TVNL/RAN/2017-18

Sub: Sale of used lubricant oil on “ as is where is basis” at Central stores, 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.	Name of the Proprietor/ Head of the Firm and its key personnel with organizational chart giving details of qualification and experience etc.		III	
4.	Experience of Bidder (Attach copies of sale order of similar nature and its successful completion certificate from organizations during last five years)	Sale Order No..... Dated..... Completion Certificate Dated..... Sale Order No..... Dated..... Completion Certificate Dated..... Sale Order No..... Dated..... Completion Certificate Dated.....	VI	
5.	Financial Credibility/ Capacity (Attach Bank Solvency Certificate)		VII	

6.	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) years Rs..... Annual Turnover FY 2015-16: Rs..... FY 2014-15: Rs..... FY 2013-14: Rs.....	VIII	
7.	Name & Designation of Authorized Signatory (Attach Power of Attorney if applicable)		IX	
8.	Nature of Firm (Proprietorship/Partnership /Pvt. Ltd./Public Sector) (Attach proof)		X	
9.	Permanent Account Number (PAN) (Attach proof)		XI	
10.	Valid registration certificate for being empanelled by JSPCB/MOEF/CPCB (Attach proof)		XII	
11.	Sales Tax/Value Added Tax Registration Number / TIN (Attach proof)		XIII	
12.	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)		XVI	
13.	Particulars of Earnest Money (DD No. /BG No. & Date)		XVII	
14.	Particulars of Cost of Tender Document(BOQ) (DD No. & Date)		XVIII	
15.	Details required for ERP Vendor Coding:- a. Name of firm : b. Address : PIN: c. E-mail ID : d. Phone No. : e. Name of Contact Person:		XIX	

	f. TIN No : g. CST No. : h. Service Tax No: i. PAN No : Details required for EMD Refund through RTGS/NEFT :- j. Bank Name : k. Branch : l. Branch Code : m. A/c. No. : n. IFS Code : o. MICR Code :			
16.	Enclose cancelled cheque of the concerned Firm :		XX	
17.	Other details and remarks, if any		XIX	

(Signature & Seal of Bidder)

Annexure-2

Letter of Acceptance and Submission of Tender

To,
Electrical Superintending Engineer (C&M)
TVNL, Hinoo, Ranchi

Sub: DISPOSAL OF USED LUBE OIL/ WASTE OIL ON “AS IS WHERE IS BASIS”
LYING AT CENTRAL STORES, TTPS, LALPANIA, Dist. – BOKOARO- 829149

Reference no. / date :

NIT No. - 02/Store/Scrap/TVNL/RAN/2016-17

1. Having carefully examined all the tender documents attached to your invitation to tender referred above, we offer to purchase the material in conformity with all the conditions stated in invitation to tender, instruction to tenderer, general & special conditions of the tender, completion schedule, priced schedule and other terms and conditions as detailed in the tender documents.
2. We enclose herewith an unqualified Earnest Money Deposit of Rs./- (Rupees) only in the form of Demand Draft in favour of “TENUGHAT VIDYUT NIGAM LIMITED” payable at Ranchi.
3. We agree that you have a right to accept our tender in part for which our quoted unit rate shall remain firm/ unaltered.
4. We have inspected the material at your site to our entire satisfaction and have understood as to what is offered for sale.
5. We certify that we have carefully read each and every conditions of the tender instruction to bidders, general & special terms and conditions, priced schedule etc. of this tender documents and understand the same and we confirm our acceptance to the same (Tender document duly signed and accepted at all pages is enclosed as token of acceptance)
6. We have quoted prices in the given price schedule only and no separate sheet is attached.
7. We undertake, if our bid is accepted to take delivery within stipulated period calculated from the date of issue of Sale Order.
8. We understand that you are not bound to accept the highest or any bids you may receive.
9. This bid together with your written acceptance thereof in your Sale order shall constitute a binding contract between us.

SIGNATURE OF TENDERER: _____

FULL NAME: _____

STATUS (Company/ Individual)

NAME & ADDRESS OF TENDERING FIRM

DATE : _____

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

BILL OF QUANTITY

PART – II (PRICE PART)

NIT No. - 02/Store/Scrap/TVNL/RAN/2017-18

Sub: Sale of used lubricant oil on “ as is where is basis” at Central stores, TTPS, Lalpania.

Used Lubricants are filled in drums of 210 liters/200 Kg capacity. (The price of empty drums should be included during quoting the bid rate per liter/Kg of used lubricants.)

Rate quoted per unit for tendered items excluding taxes & duties (in Rs.)

Sl no.	Item description	Approx. Quantity (variable upto $\pm 25\%$)	LOT Size	Reserve Rate in figures (Rs per liter or Kg)	Rates in figures (Rs per liters or Kg)	Rates in Words (Rs per liters or Kg)	Total Amount in figures (Rs)
1	USED LUBE OIL (Mostly Servo Prime and Servo System and others) including Drum.	52.5 KL	Full quantity	Rs. 30.90 per liter	per liter	per liter	
2	USED LUBE OIL (Mostly Servo TAK 40) including drum.	120 Tones	Full quantity	Rs. 10.80 per Kg	per Kg	per Kg	
Total Amount							
Applicable Taxes							

(Signature & Seal of Bidder)