

**KARNATAKA POWER CORPORATION LIMITED
BELLARY THERMAL POWER STATION
KUDITHINI**



**TENDER DOCUMENT
FOR THE WORK OF
"SALE OF MILL REJECT COAL"**

**Office of the
Executive Engineer (Mechanical) CHP-2
KARNATAKA POWER CORPORATION LTD
BELLARY THERMAL POWER STATION
KUDITHINI -583 152
BELLARY.**

KARNATAKA POWER CORPORATION LIMITED
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1. INTRODUCTION :

KPCL has established its Thermal Power Station generally called as BTPS near Kuduthini village, Bellary Dist, Karnataka State. The core activity of the plant is to generate electricity by using coal. The project is situated in between Bellary and Hospet and well connected with NH 63 and it is about 30 Kms from Bellary and 40 Kms from Hospet. The main components of plants are Boiler, turbine, Coal Handling Plant, ESP, RODM, FOPH, PT, CWP, Cooling towers, Chimney, ash handling system, Fire water pump house, Jack well pump house, switch yards, transformer and other auxiliaries. Other facilities such as fire station, hospital, administrative buildings, ware houses, canteen, guest house, roads, buildings, afforestation area, power lines etc., are located in the plant premises. The plant is spread over the 1830 acres area. Presently two units of 500 MW capacity plant with its auxiliaries are in operation and third unit is under construction. About 600 KPCL employees and 4000 Nos. of contractor workers and officials are working for construction and O&M activity.

1.0 DEFINITION OF TERMS:

- 1.1** The expression “work”, “job” or “duty” where used in these conditions shall unless there be something either in the subject or context to the contrary mean Sale of mill reject coal, stacked at mill reject area as “**is where is basis**”, for a period of One Year” at BTPS– KPCL, KUDITHINI.
- 1.2** The “Corporation/Company” means Karnataka Power Corporation Limited a Government of Karnataka under taking firm having registered office at No. 82, Race Course Road, Bangalore-560 001, Karnataka State.
- 1.3** The “Agency/Contractor” means the Agency to whom this work is awarded on successful Bidding.
- 1.4** “Engineer” means Chief Engineer (E) U3 & CHP, BTPS-KPC Ltd.,
- 1.5** Personnel of the Agency means employees of the Agency deployed for “Sale of mill reject coal”. “Engineer In-charge” means the Executive Engineer (Mech.) CHP-2 of the Project or any Engineer nominated by Executive Engineer (Mech.) CHP-2.
- 1.6** “Notice in Writing” or “Written 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 Agency/Contractor.

1.7 "Premises of Company" means, BTPS project complex and its components situated in Karnataka.

1.8 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., are of the Chief Engineer (E) U3 & CHP or other authorized Officers. Whenever words like "Approved", "Acceptable", satisfactory are used, it shall be understood that it shall be "Approved", "Acceptable", "Satisfactory" to the Chief Engineer (E) U3 & CHP or his authorized officers.

Month means English calendar month.

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Safety requirements to be observed by the contractors on KPCL premises.

The following instructions shall be read carefully by the Contractor. Whatever may be the pressure for speedy completion of the works the contractor shall ensure proper attention to the safety of the persons at all times.

General Safety Requirements:

1. At all the time the contractor's employee shall be under proper supervision when working at BTPS premises.
2. All personal protective clothing and equipment must be ensured.
3. The contractors must keep their site of work clean and tidy and clear of obstructions. Suitable precautions are to be taken so as not to pollute the atmosphere, ground or water.
4. All personnel must wear protective equipment and clothing suitable to the tasks and location in which they are employed. Safety helmets, respiratory protection equipment like dust mask, eye protection devices like goggles and noise masks like ear plugs must be used wherever necessary.
5. All the waste materials like cotton waste, loose insulation, scrap materials; flammable waste materials etc. shall be removed completely from the work place after completion of the work.
6. It is the responsibility of the contractor to provide necessary safety equipment and to ensure usage of the same by the workers wherever necessary.

I/we have read and understand all the safety requirements to be observed on KPCL premises.

Signature & seal of the tenderer

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Declaration by the contractor.

1. The successful tenderer/Bidder shall lift the mill reject coal of **40000 MT** (Approx) of mill reject coal yard at BTPS, Kuduthini, Bellary, on “as is where is basis”, within the contract period of One year.
2. If the successful tenderer fails to lift the quantity as specified above, **SD** furnished will be forfeited, contract foreclosed and the agency will be disqualified from participating in tenders in future.
3. We agree to pay the required security deposit totaling to **5%** of the quoted amount at the time of agreement.
4. I/We have studied the site conditions, labor conditions and read the tender documents related matters carefully and diligently. I/We have submitted the tender, having studied, understood and accepted the full implications of the various clauses of the tender documents.
5. The requirement of the tender clauses as stated above will be fulfilled by me/us to the satisfaction of the corporation.

Signature of the Contractor

Seal/Stamp

PQR: -

Statement for previous experience

Sl.No.	Name of the Power project where the work was done.	Location.	Year.

Note:

1. Work done certificate issued shall be not below the rank of Chief engineer or equivalent

Name of the Firm:

Signature of Bidder:

Date:

Seal of the Firm:

The tenderer should produce financial capability/turnover certificates as mentioned below.

1. The bidder must have executed similar nature work costing at least 50% of the bid amount.
2. The bidder shall have annual financial turnover of ₹8,00,00,000/- in any two year during the last preceding five financial years.

1.0 EARNEST MONEY DEPOSIT (EMD)

- 1.01 Intending Tenderer should pay an amount of ₹ 12,00,000/- (Rupees Twelve Lakhs only) towards Earnest Money Deposit (EMD) through e- Procurement Portal and no other form of EMD will be accepted.
- 1.02 Tenderers may note the fact that their registrations with any other authority do not entitle them for exemption from payment of EMD as specified above.
- 1.03 Bids not accompanied by the requisite EMD shall be summarily rejected.
- 1.04 On opening, if the tenderer has not deposited the requisite EMD in the form as specified in terms of clauses 1.01 to 1.03 above, the said tender shall be rejected.
- 1.05 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 or fail to enter into a contract agreement with the Corporation in the form prescribed with

related requirement within 20 days from the date of letter of award, the bid guarantee will be forfeited as liquidated damages.

- 1.06 The EMD furnished by unsuccessful bidders will be returned through e-portal, only after the award of contract and entering into agreement with the successful bidder.
- 1.07 For the successful bidder, the EMD will be returned through e-portal, only after he enters into contract agreement and furnishes the contract performance guarantee (Security Deposit) in an acceptable form.
- 1.08 No interest is payable to the bidders for the Earnest Money Deposit amount.
- 1.09 The EMD of the tenderer is liable to be forfeited:
 - i. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
 - ii. If he revises any of the terms quoted during the validity period.
 - iii. If, any of the documents/information furnished by the bidder is found to be false after submission of the tender.
- 1.10 The EMD of the unsuccessful tenderers shall be refunded after intimation is sent to them conveying the non-acceptance of their offer. The EMD shall not carry any interest.
- 2.0 Technical bid shall be opened at the office of the Executive Engineer (M) CHP-2, BELLARY THERMAL POWER STATION, Kuditini, Bellary in the presence of such Tenderers / authorized representatives who will be present at the time of opening of the tenders.
- 3.0 The **price bid** will be opened only in respect of the bidders who will be qualified as per the pre-qualification requirement indicated in the tender document.

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I. General instructions to tenderer

1. The offer for sale of Mill Reject Coal of **40000/- MT** (Approximately) collected at reject yard of Bellary Thermal Power Station, Kuduthini on “**As Is Where Is basis**”.
2. The KPCL reserve price for Mill Reject Coal is **Rs.1965.00** per MT exclusive of all taxes, duties, levies etc.
3. All taxes, duties, levies etc. have to be borne by the Contractor.
4. The rate offered shall be per MT of coal mill reject exclusive of taxes, duties, levies etc.
5. Available mill reject shall be lifted within the **contract period** of One year based on monthly pro-rata quantity. [Contract period shall mean period of one year from date of letter of award (**LOA**)].
6. The tenderer should make his own arrangements for loading Mill Reject Coal and transportation of the same.
7. The successful tenderer shall enter into an agreement, with the Corporation on Non-judicial stamp paper of **Rs.200/- within 20 days from date of LOA**.
8. Intending tenderers may inspect the mill reject coal available at Bellary Thermal Power Station, Kuduthini, during the working hours before quoting the rates. The corporation gives no guarantee and accepts no responsibility for quality/condition or for incorrect Naming/description of the reject.
9. Sales Tax and other taxes, duties etc., levied/leviable on the sale by the Government of Karnataka or government of India shall be borne by the successful tenderer. Any revision on account of these charges during the contract period shall be to the account of successful tenderer.
10. The quantity of reject coal now offered for sale is only approximate and may vary. The successful tenderer shall have no claim for losses or additional expenses to be incurred due to increase or decrease in quantity available actually during the contract period.
11. The tender submitted shall remain valid for acceptance for a period of 180 days from the date of opening of tender. If any tenderer withdraws his tender before the said period or makes any modification in terms and conditions of the tender, which are not acceptable to the Corporation, the EMD furnished shall be forfeited by the Corporation.

12. Conditional tenders shall not be entertained and are liable for rejection.
13. The SD of the successful tenderer shall be forfeited if he fails to start the work as per work order.
14. Acceptance of the highest or any tender is not a binding on the Corporation. The Corporation reserves the right to reject any or all tenders without assigning any reason.
15. The Agency if required shall visit BTPS plant area before submitting the tender.

II. Conditions of tender for purchase of mill reject coal:

1. The coal mill rejects shall be weighed at the Corporation weigh bridge and the weight recorded shall be the final and binding for purpose of payment by the Contractor.
2. The successful tenderer shall furnish in the form of **DD/BG/FDR** from any Nationalized Bank/ Scheduled bank for the amount equal to **5%** of the total amount calculated at their quoted rate as Security Deposit to the Corporation before executing the agreement. The SD so deposited/furnished shall be held by the Corporation till the end of the contract period and shall be returned/released to the contractor after satisfactory fulfillment of all conditions of the contract. This deposit does not carry any interest.
3. The successful tenderer shall lift the coal mill reject between **9.00 AM to 5.00 PM** only on working days of the Corporation. The contractor shall follow all Security and other regulations of the Corporation, within the plant area while carrying out the contract.
4. The Corporation shall not be responsible for losses, if any occurring to the successful tenderers due to any accident to his machinery and men or due to any reason during the operation of contract.
5. The Mill Reject shall be lifted only from the area shown by the Executive Engineer (Mech) CHP-2 and it shall be cleared out completely and not in piece meal.
6. The successful tenderer shall pay in advance the cost of the mill rejects he proposes to lift in a month at the rate quoted by him. He can also deposit in advance larger sums if, he desires. The advance amount shall not carry any interest. The payment shall be made by Demand Draft from any of the nationalized bank/ Scheduled bank in India drawn in favor of Deputy General Manager (Finance), KPCL, BTPS, Kudithini-583152, Bellary and payable at Bellary. As soon as the advance becomes nil, the Corporation shall stop issuing coal mill

rejects. The successful tenderer shall keep sufficient deposit of money with the corporation for carrying out the work without interruption.

7. The successful tenderer shall make good or reimburse the cost as estimated by the Executive Engineer (Mech)CHP-2 towards:
 - a) Any damage to the Corporation property within the BTPS area.
 - b) The damages/compensation to the Corporation employees by the successful tenderer's men and machinery during the course of execution of work.
8. If the cost is not reimbursed as indicated above the cost as estimated by the Corporation shall be deducted from the Security Deposit or any other money of the successful tenderer available with the Corporation. If the recovery to be made is excess than the amount of SD and other deposits/amounts available with the Corporation, the successful tenderer shall be informed about the difference amount payable and he shall immediately arrange to deposit the same.
9. The successful tenderer shall not set fire to any standing jungle, trees, bush wood, grass, mill rejects. Compensation for all damages done by the successful tenderer or his men within or beyond Corporation periphery including any damages caused by the spreading of fire as mentioned above, shall be estimated by the Executive Engineer (Mech)CHP-2 and the successful tenderer shall be bound to pay the assessed compensation to the Corporation.
10. The successful tenderer shall discharge the liability in respect of his workmen as may arise under the workmen compensation Act.1923 (Act- VIII of 1923). If the Corporation as a principal employer under sub section 12 of the said Act discharges the liability on behalf of the successful tenderer in the event of his failure to do so any sum paid / Expenditure incurred on that account shall be recovered from the successful tenderer.
11. The successful tenderer shall arrange for the transport of rejects daily expeditiously through his own transportation vehicles or hired transportation vehicles as per Program agreed to and as directed by the Executive Engineer (Mech) CHP-2.
12. **Schedule of lifting and penalty for failure :**
 - i. The quantity mentioned in the scope of work is only approximate. The actual quantity to be offered for sale may vary depending on site conditions. However the contractor shall be prepared for lifting the actual quantity thus offered for sale.

- ii. At any point of time during the contract period, if the work of lifting of Mill Reject Coal found unsatisfactory, KPCL reserves the right to terminate the contract and forfeit SD.
- iii. The contractor shall lift the actual quantity offered for sale. The agency may lift the maximum possible quantity when there is ready stock of reject coal duly anticipating the difficulties which may arise in the monsoon season.
- iv. The performance of the contractor shall be reviewed on **monthly** basis. The contractor is liable for penalty of **Rs.50/MT for shortfall in lifting monthly pro-rata quantity** considering total quantity as per scope of work. Penalty amount shall be recovered from the advance deposit amount of the agency available with KPCL.
- v. Further the contractor shall lift the shortfall quantity of the previous month along with the quantity specified for the current month. At the end of the contract, if the contractor lifts the actual quantity offered for sale without leaving any quantity in the yard and the lifted quantity happens to be less than the specified quantity as per the scope of work, the penalty recovered in the previous quarters will be reviewed considering quarterly pro-rata quantity based on actual quantity offered for sale. Excess recovered penalty will be refunded to the contractor without any interest.
- vi. At the end of contract period, if the contractor fails to lift the actual quantity offered for sale, the contractor is liable for an additional penalty on shortfall quantity at 50% of his quoted rate per MT and the same shall be recovered from the SD. However such recovery shall be limited to SD amount only.
- vii. While executing the contract, the contractor should appraise EE (M) CHP-2 in writing regarding difficulties in carrying out the work, if any.
- viii. The successful tenderer shall comply with the requirements of all the labor laws in force during the execution of the work.
- ix. The corporation reserves the right to sell rejects to one or more agencies.
- x. Conditional tenders will not be entertained and are liable for rejection.
- xi. The Corporation shall not in any way be liable to pay any compensation in the case of loss to the contractor consequent to any strike, lockout, shortage of labor, riot, breakdown and accident/stoppage of the machineries or units, war or restraint imposed by the government/corporation or other natural calamities like fire, flood, rain, force majeure conditions etc.,

- xii. No claims of the contractor shall be entertained after refund of his security deposit.
- xiii. Any notice shall be deemed to have been served properly if sent by post to the address of the contractor last known or if left off on the premises of the contractor or displayed on the notice board of Executive Engineer (Mechanical) CHP-2 office.
- xiv. Screening of coal mill rejects inside the plant premises is not permitted.
- xv. Upon all questions relating to the interpretation to extend the contract period, the decision of **Chief Engineer (E) U-3 & CHP, Karnataka Power Corporation Limited, Kuduthini – 583 152, dist: Bellary** shall be the final conclusive and binding on all parties of the contract. Legal jurisdiction or any disputes shall be at Bellary, Karnataka State.

III. General Terms and Conditions

- 01. The successful tenderer shall attend the office of the Executive Engineer (Mechanical) CHP-2 on the date fixed by intimation for executing the agreement etc., Failure to do so will entail for forfeiture of EMD.
- 02. Security deposit amounting to **5%** of the value of the work to be carried out shall be furnished before execution of the agreement. The security deposit shall not carry any interest.
- 03. Security deposit shall be refunded after successful completion of contract obligation as per contract agreement.
- 04. The rates offered shall be firm and no variation shall be allowed in cost/labor/materials or any other factor/s affecting process or services during the contract period.
- 05. The submission of tender by contractor implies that he has read the bid document, contract schedules, and conditions of the contract and has understood the scope and specifications of the work to be done and availability of the quantities of the materials and labors required.
- 06. No part of the contract shall be sublet without written permission of Executive Engineer (M) CHP-2, Bellary Thermal Power Station, nor shall any transfer be made by power of attorney.
- 07. Tenderers shall, if required, present satisfactory evidence that they have been regularly engaging in such type of works and they are fully prepared with necessary capital, tools, plants etc., to begin the work properly and also to

- conduct as per the Karnataka State detailed standard specifications and other conditions specified in the schedule in the event of the tender being considered.
08. Persons tendering must acquaint themselves and satisfy as to the physical conditions prevailing at the site and as to the sufficiency and the means of transporting all materials, laborers etc.,
 09. The tenderer shall examine clearly all the relevant clauses of Karnataka State detailed standard specifications and also standard preliminary specifications entered therein in such type of works before tendering.
 10. Rates quoted in Schedule 'B' shall be final and the same shall be authenticated by tenderer.
 11. The Contractor shall obtain a license from the appropriate authority under contract labor (Regulation and Abolition) Act for undertaking the work and for engaging the workmen. Such license shall be got renewed from time to time.
 12. The contractor shall notify the wage period and the place and time of disbursement to the workmen engaged on the work as per the payment of wages Act and contract labor (Regulation and Abolition) Act and a copy thereof sent to the corporation. The wages shall be disbursed by cheque only.
 13. Any financial obligations arising out of the increase in rates for the financial year 2014-15 will be the sole responsibility of the contractor who has taken the particular work of this contract. Any variation in the rate of DA shall be borne by the contractor.
 14. The contractor shall provide welfare facilities as envisaged under the contract labor (Regulation and abolition) Act and other Rules applicable.
 15. The contractor shall pay compensation to his workmen, in case of accidents, as per the workmen's compensation Act. To facilitate prompt payment, the contractor shall obtain an insurance policy to cover all laborers and submit to the Executive Engineer (Mech) CHP-2 concerned. Any accident shall be notified instantly to the Executive Engineer (Mech) CHP-2 concerned and the contractor shall comply with instructions issued in this behalf by the corporation.
 16. The contractor shall also comply with the provisions regarding leave, rest and holiday of the laborers employed.
 17. The contractor shall maintain all Registers and Documents as envisaged in contract labour (Regulation and Abolition) Act and Rules made there under. He shall also send a monthly statement of workers engaged by him classified according to the skill and strength to the Executive Engineer (Mech) CHP-2. He

- shall also allow verification of Registers and Documents maintained by the personnel officer of the Executive wing of the corporation in addition to the inspecting staff of the Government.
18. The contractor shall ensure compliance with all the provisions of the contractor/Labour (Regulation and Abolition) Act. He shall also ensure that there shall be no violation of any of the labor laws by him as no responsibility for violation of any of the Rules/Provisions shall be taken by the corporation.
 19. The contractor shall deploy workers on work to work basis and shall withdraw the deployment of any or a group for workers as directed by the Executive Engineer (Mech) CHP-2.
 20. Rate quoted shall be firm and binding during the period of contract.
 21. Any or all disputes shall be settled by the Executive Engineer (Mechanical) CHP-2, BTPS Kuduthini -583 152 and his decision shall be final and binding on all the concerned.
 22. The contract is liable for termination with three days notice if the work carried out by the contractor is not satisfactory. Security Deposit shall also be forfeited.
 23. Standard specifications in respect of contract prevalent in Karnataka State Govt` s departments shall be followed in all particular cases not covered by the specifications made available herein.
 24. The contractor shall keep area of work neat and tidy. The contractor or his authorized Representative shall be available for supervision of the work. If any kind of spillage of mill reject when transporting, penalty up to **5%** of the monthly bill will be levied.
 25. The contractor shall, if directed by the Executive Engineer (Mech) CHP-2, dismiss or discontinue from the work any person employed for misconduct or incompetence. Such person shall not be employed again on the works without the written permission of the Executive Engineer (Mech) CHP-2.
 26. In the event of death or insolvency or insanity or imprisonment of the contractor, the Corporation can terminate the contract by a notice in writing pasted at the place of work.
 27. If any additional information, not specifically covered in this specification, is required the contractor shall contact the Executive Engineer (Mech)CHP-2 in charge but it must be clearly understood that the tenderer is deemed to have accepted all the terms and conditions of the specification unless specifically mentioned in his offer.

28. If the contractor fails to comply with the terms of the agreement, the contract shall be cancelled by the corporation and thereafter security deposit and any other amounts due to the contractor shall be forfeited.
29. The contractor shall note that the laborers engaged by him will be working in the vicinity of running equipment's and therefore, he shall give proper instructions to be cautious to all the workers under his control. The corporation shall not be responsible for any accident that may occur and for any compensation that may arise out of the accident.
30. No child labor shall be engaged.
31. The contractor shall obtain individual passes to the laborers from the concerned corporation Authorities and direct the laborers to produce the passes whenever required for verification by security personnel.
32. The quantity mentioned in Schedule -B is not binding on the corporation and it is only approximate quantity.
33. The tenderer should be familiar with general rules and regulations pertaining to the contract, which are prescribed by the corporation from time to time and should abide by the same.

IV. RIGHTS OF KPCL:

1. KPCL reserves its rights 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.
2. To reserves its right to modify, change, cancel any or all the tenders with out giving any reason thereof.
3. Final acceptance of tender rests with KPCL. KPCL reserves the right to accept or reject any or all tender without assigning any reason thereof.
4. The Schedule/scope of works is liable to alteration by way of deletions or additions at the discretion of the corporation.
5. The Executive Director (BTPS) or authorized Officers of the Corporation shall have the power, from time to time, in the execution of the work, to issue notice in writing and to instruct/direct the Contractor to make alterations / variations in the work.
6. If the Agency fails to carryout the assigned works satisfactorily during the currency of the Contract, the Corporation shall have the power to enter upon and take possession of the works and to engage any other person, firm or agency to complete the work. Any extra cost incurred by the Corporation due to such failure on the part of the Contractor shall be recovered / deducted from the contract.

7. To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode of procedure and carrying out the work, the decision of Executive Director (BTPS) shall be final and binding on the Contractor.
8. KPCL reserves the right to extend or short close the contract depending upon the satisfactory execution of the work or otherwise by the Contractor, as the case may be, and the Contractor shall carry out works on the same terms and conditions of the contract during the extended period subject to a maximum of Three months in the event of any extension given.
9. KPCL reserves right to award work to more than one agency if it is advantage to KPCL.
10. Any loss or damages caused to the corporation by non compliance of obligation under this agreement by the contractor, the contractor is liable to make good such losses and the corporation shall be entitled to recover the same from the contractor.

I/We, have read and understood the above terms and conditions.

Signature & seal of the tenderer