

**Tender Document for supply of 144 MT of Sulfuric acid for one year**

**PUDUCHERRY POWER CORPORATION LIMITED**

**(A GOVERNMENT OF PUDUCHERRY UNDERTAKING)**

**T.R. PATTINAM. Karaikal -609606, Puducherry (UT) India**

Phone No: 91-4368-233988 email- ppcl.kkl@nic.in Telefax: 91-4368-233287

CP-24/PPCL/PUR/2011-12

Dated: 07.07.2011

**SHORT TENDER NOTICE**

Sealed Tenders are invited from reputed suppliers for **Supply of 144 MT of sulfuric acid of 98% purity @ 12 MT/month. Last date and time of submission of Tender : 12:00 hrs on 05.08.2011. Date and time of opening of Tender : 15:00 hrs on 05.08.2011. EMD amount : 3% of the total basic price. Cost of Tender document: ₹. 520 (inclusive of S.T., Non-refundable).**

NIT can be either purchased on payment of cost of tender schedule on all working days during office hours or can be downloaded in [www.ppcl.nic.in](http://www.ppcl.nic.in) and [www.karaikal.gov.in](http://www.karaikal.gov.in).

**EXECUTIVE ENGINEER (MECH)**

## Tender Document for supply of 144 MT of Sulfuric acid for one year

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**(A GOVERNMENT OF PUDUCHERRY UNDERTAKING)**  
**T.R. PATTINAM, Karaikal -609606, Puducherry (UT) India**

Phone No: 91-4368-233060, 23398

Email: ppcl.kkl@nic.in

Telefax: 91-4368-233287

Ref.No: CP-24/PUR/2011-12

Dated: 07.07.2011

### TENDER NOTICE

1. Sealed bids are invited from reputed & qualified vendors for the following supplies at **32.5MW Combined Cycle Power Plant Site, T.R.Pattinam, Karaikal.**

Item no	Material description	Cost of bid documents (including ST)	EMD amount	Last date & time for		Date and time of bid opening
				Sale of bid document	Submission of bid	
1	Supply of 144 MT of <b>Sulphuric acid with 98% purity @ 12 MT per month for a period of twelve months</b>	₹. 520/-	3% of the total basic price.	05.08.2011 09:00hrs	05.08.2011 12:00 hrs	05.08.2011 15:00hrs

### 2. Qualifying requirements:

The bidder should have supplied the same grade of Sulphuric Acid to any other power plants, Industrial Establishments on yearly contract basis and the value of the single order should not be less than rupees ten lakhs.

3. The bid documents will be issued only to those parties who produces the documentary evidences to meet the qualifying requirements.

4. The bidder should have adequate financial stability and the status to meet the financial obligation to the scope of supply covered in the bid documents.

5. The documents can be obtained by post or in person from the office of the Executive Engineer (Mech), Puducherry power corporation limited, T.R.Pattinam, Karaikal -609606 Puducherry (UT) –India between 10.00am to 4.00pm on all working days against payments of cash/DD drawn in favour of “**The Executive Engineer (Mech), Puducherry Power Corporation Limited**”, payable at **Karaikal** from any nationalized/scheduled bank.

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Those who want to buy the documents in person have to pay ₹. 520/- (Rupees five hundred and twenty only) at the above mentioned address. Request submitted by mail should include ₹. 100 (rupees hundred only) towards administrative charges in addition to the above price.

6. Tender documents can also be downloaded from our website “[www.ppcl.nic.in](http://www.ppcl.nic.in)”. Payment for the same shall be enclosed along with the bid by way of Demand Draft drawn from any Nationalized Bank / Schedule Bank in favour of **The Executive Engineer (Mech), Puducherry Power Corporation Limited**”, payable at **Karaikal**.

7. The cost of bid is not refundable.

8. Bid documents are not transferable. Bids received from those who have not purchased the bid documents will not be considered. Issue of bid documents will not automatically mean that the bidder is considered qualified.

9. The bidding documents will be delivered to authorized person or sent by post/air mail at the address of the bidder. Bids received after the due date and time of submission shall not be accepted. Purchaser shall not be held any responsible for any postal delay, loss or damage.

10. Purchaser reserves the right to reject any or all bids without assigning any reason therefore.

11. PPCL reserves right to assess the capability and capacity of the bidder by asking further documents.

**EXECUTIVE ENGINEER (MECH)**

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## **SECTION – 1.0**

### **INSTRUCTIONS TO BIDDERS**

#### **1.1.0 GENERAL INSTRUCTIONS**

1.1.1 PPC Limited with its registered office at 10, Second Cross, Jawahar Nagar, Boomianpet, Puducherry – 605 005 (hereinafter referred to as “PURCHASER”), invites Bid Proposal for **Supply of Sulfuric Acid of 98% concentration, for a period of nine months @ 12 MT/month, totaling 144 MT beginning from the date of placement of order** for the existing 32.5 MW capacity Gas based combined cycle power plant, located at T.R. Pattinam in the Karaikal region, Union Territory of Pondicherry.

1.1.2 The “PURCHASER” will receive bids for Supply of Sulfuric Acid. All bids shall be prepared and submitted in accordance with these instructions.

1.1.3 Bids received after the due date and time for receipt of bids, as set out in the N.I.T. will be summarily rejected.

1.1.4 “PURCHASER” reserves the right to itself to accept any bid or reject any or all bids or cancel/ withdraw invitation to Bid without assigning any reason for such decision. Such decision by “PURCHASER” shall not be subject to question by any bidder and “PURCHASER” shall bear no liability of any kind whatsoever, consequent upon such a decision.

#### **1.1.5 (i) Price of Tender Document:**

The scope of supply, the bidding procedure and the terms and conditions of contract are brought out in the tender documents. The price of the complete set of the tender documents is ₹.520/- (Rupees Five Hundred and twenty only) inclusive of sales tax @ 4%.

The payment of ₹.520/- (Rupees Five Hundred and twenty only) inclusive of sales tax @ 4%. towards cost of the tender document shall be submitted by the Bidders on the date of collection of Tender documents by way of a crossed demand draft drawn in favour of “The Executive Engineer (Mech), Puducherry Power Corporation Limited” payable at Karaikal. Request submitted by mail should include a demand draft for ₹.620/- (₹.520/- for tender document + ₹.100/- for administrative charges for sending the document by post / courier service).

The price of the tender documents is not refundable under any circumstances.

#### **(ii) Transferability:**

The tender document is not transferable under any circumstances

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### **(iii) Misplacement of tender document:**

The Purchaser shall not be responsible for any misplacement or late receipt or non-delivery through post of the tender document.

1.1.6 All the costs and expenses incidental to preparation of the bidder's proposal, discussions if any, including negotiations in the Purchaser's office, etc shall be to the account of the Bidders and Purchaser shall bear no liability whatsoever on such costs and expenses.

1.1.7 The bidder shall bear all costs associated with the preparation and submission of the bid proposal, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **1.2.0 QUALIFYING REQUIREMENTS**

Qualifying Requirements for Supply of Sulfuric Acid:

a) The bidder should have supplied the same grade of Sulphuric Acid to any one of the power plants/Industrial Establishment on yearly contract basis.

b) PPCL reserves the right to assess the capability and capacity of the bidder by asking further documents.

c) The value of the single order should not be less than Rupees Twenty Lakhs.

### **1.3.0 SCOPE OF SUPPLY**

1.3.1 The scope of supply shall completely cover the import duties, customs duties and taxes, excise duties and taxes, transport and freight, insurance including transit insurance etc.

### **1.4.0 SUPPLY SCHEDULE**

1.4.1 12 MT Sulfuric Acid are required to be supplied / delivered, within 7 days from the date of intimation every month and the tenderer shall take this into account while quoting the delivery period.

### **1.5.0 BID CURRENCY**

The bid shall be quoted in Indian Rupees (INR) only.

### **1.6.0 BID SECURITY**

1.6.1 A Bid Security, in the form of Demand Draft drawn in any Nationalised/ Scheduled Bank, favour of **Executive Engineer (Mech), Puducherry Power Corporation Limited, Karaikal-609 606** payable at **Karaikal**, shall accompany the bid for an amount of **3% of the total basic price**, along with bid. The bid security should be enclosed in a separate sealed envelope duly mentioning the same on top as mentioned in Clause 1.7.3.1. The bids not accompanied with bid security shall be viewed, as non-responsive and such bids shall be rejected.

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- 1.6.2 Parties registered with NSIC, SSI & PSUs are exempted for submitting EMD / SD. However copies of supporting Documents / Certificates should be kept in separate cover subscribing “**Earnest Money Deposit Exemption**”.
- 1.6.3 The Bid Security shall be made payable without any precondition to the Purchaser.
- 1.6.4 Bidders shall not withdraw as a whole or in part, any clarification/confirmation given by them subsequent to submission of their bids. In the event of any such withdrawal, the Purchaser shall have the right to encash or invoke the Bid Security. Any change in the Terms & Conditions originally submitted by the Bidder shall be considered as withdrawal of the Bid.
- 1.6.5 The Bid Security may be forfeited:
- a) If a Bidder revises or withdraws their Bid Proposal during the period of its validity specified by the Purchaser; or
  - b) After the issue of the LOI / Supply Order, if the Bidder fails to execute the Bank Guarantee within the specified period.
- 1.6.6 The Bid Security of all the Bidders except that of the successful Bidder will be returned without any interest by the Purchaser after the acceptance of Award of the Supply Order by the successful bidder.

Bid security of successful bidder will be returned to him after the receipt of Bank Guarantee as per annexure –D. Bank Guarantee should be valid for the total contract period of one year with the claim period of 60 days.

### **1.7.0 TENDER DOCUMENTS AND SUBMISSION OF BID**

- 1.7.1 The bidding procedures, contract terms and other requirements are prescribed in the bidding documents.
- 1.7.2 All bids shall be prepared by typing or printing with indelible black ink in the bidders format. The Bidder’s proposal and the documents attached thereto shall be considered as forming a part of the Contract documents. All corrections, over typing etc in the tender should be attested. After compilation of the Bid, the bidder must print by hand/type/frank, page numbers on all pages that need to be considered by the Purchaser.
- 1.7.3 The Bid proposal will be divided into two parts and should be submitted in two separate sealed covers named as below:
- i) Sealed Cover – 1 : Bid Security –Demand Draft
  - ii) Sealed Cover - 2 : Price Bid proposal

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1.7.3.1 **Sealed Cover - 1** should contain the following:-

The Bid Security must be submitted in separate sealed envelope superscribed as under:-

**'Bid Security' for Supply of the Sulfuric Acid.**

1.7.3.2 **Sealed Cover - 2** should contain the following: -

The Price Bid must be submitted in a double sealed envelope superscribed as under:

**'Price Bid' for Supply of Sulfuric Acid.**

1.7.4 Each of the above two parts shall be separately enclosed in double sealed covers.

The Sealed Cover- 1 and 2 should be separately sealed and superscribed as indicated above and should be put in an outer cover (overall envelope) duly sealed and superscribed as **“Bid Proposal for Supply of Sulfuric Acid.**

**All the above sealed covers shall be addressed to:**

**The Executive Engineer (Mech),  
Puducherry Power Corporation Ltd.,  
T.R. Pattinam, Karaikal - 609 606.**

The left bottom of the outside cover of the envelope should also indicate clearly the name of the Bidder and his address.

1.7.5 The Bidders should submit complete information and schedules of technical particulars and schedule of guarantee / warranty particulars as required.

1.7.6 One (1) original copy of all bid documents shall be sealed and sent to the Purchaser at the address given above so as to reach the Purchaser before the closing time for submission of the bid proposal.

1.7.7 The Bidders have the option of sending the bid proposal by registered post or submitting the bid in person, so as to ensure that the bids are received by the specified office of the Purchaser, by the date and time indicated to them. Bid proposal submitted by telex/fax/telegram/e-mail will not be accepted.

1.7.8 The Sealed Covers 1 and 2 of the tender containing bid security and Price bid of the offer will be opened in the presence of the bidders/authorized representatives of the bidders on the date of bid opening. No electronic recording device shall be permitted during bid opening.

1.7.9 The Purchaser reserves the right to reject any bid, which is not submitted according to the instructions stipulated above and no revised price bid will be acceptable.

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### **1.8.0 LANGUAGE OF THE BID**

1.8.1 All information in the bid proposal shall be in English.

1.8.2 Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify the bid proposal. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

If the certificates of experiences etc are in languages other than English, true copy of the original certificate should be submitted along with its English translation.

### **1.9.0 SIGNATURE OF THE BIDDER**

1.9.1 The Bid must contain the name, designation and places of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

1.9.2 Bid by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Chair person, Managing Director or by the Company Secretary or persons authorized to bid on behalf of such Corporation/Company in the matter. Bid by a Corporation/Company should be accompanied by Memorandum and Article of Association of the Company and authorized power of attorney to bid.

1.9.3 A bid by a person who affixes to his signature the word "President", "Chair person", "Managing Director", "Company Secretary", "Indian Liaisoning Agent" or other designation without disclosing his principal will be rejected.

1.9.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall have to be furnished with the bids.

1.9.5 Each and every page of the Bid Documents should be serially numbered and properly signed.

1.9.6 All Bid Proposals must be accompanied by duly authenticated copies of the documents defining constitution of the Bidder. Power of Attorney and other relevant duly authenticated documents showing by which person and in what manner Contract may be entered into by or on behalf of the Bidder and also showing who can give valid receipt on behalf of the Bidder and also the extent of his authenticity and responsibility.

1.9.7 The said documents must be legalized by the local authorities/Chamber of Commerce at the place of issue.

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1.9.8 Any Bid Proposal not containing these documents, or if such documents are incomplete or do not conform with the aforesaid forms may, at the discretion of the Purchaser is liable for rejection.

### **1.10.0 AMENDMENTS TO TENDER DOCUMENTS**

1.10.1 The Purchaser reserves the right to issue any revision, amendments, clarifications, etc to the specifications and documents to the Bidders to whom the tender documents were issued, giving reasonable time, prior to the last date of receipt of the Bid. Purchaser will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

1.10.2 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative, or in response to a clarification requested by bidders, amend the bidding documents.

1.10.3 The amendment will be notified in writing or by cable to all bidders that have received the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment and it will be assumed that the information contained therein will have been taken into account by the bidder in its bid.

1.10.4 In order to give the bidder a reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

### **1.11.0 VALIDITY OF THE BID**

1.11.1 The bid should be kept valid for acceptance for a period of 90 days from the date of opening of the bid. In case any bidder quotes a lower validity period than that called for, their offer shall be rejected.

1.11.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of the validity. The request and response thereto shall be made in writing (including fax or e-mail).

### **1.12.0 COMPARISON AND EVALUATION OF BIDS**

1.12.1 Post bid price revision is not allowed.

1.12.2 **Arithmetical errors will be rectified on the following basis:**

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 total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of Bid Security will be forfeited.

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### **1.13.0 EXAMINATION OF PRICE PROPOSAL:**

Bidder shall furnish price proposal as per the annexure.

1.13.1 The bidder with the lowest Total Cost inclusive of all would be designated as L1.

### **TRANSPORTATION**

#### **1.14.1 RAIL/ROAD TRANSPORTATION**

The Supplier shall be responsible for the transport of the Sulfuric Acid from their place of origin/port of destination to the PPCL site. All costs related thereto, such as packaging and the like shall be at the Supplier's expense.

The Supplier, through road/rail approved by the Purchaser, will arrange the transportation of all the consignment relating to the Sulfuric Acid. The Supplier should follow all the necessary rules/regulations of the relevant Act/laws of land governing safe transportation of the goods. The Supplier while transporting the goods should take necessary safety measures/precautions. Any damages thereof caused during transportation of the Sulfuric Acid shall be to the account of the Supplier.

#### **1.15.0 UNDERTAKING**

The bidders are requested to fill up the Undertaking Form (enclosed in Annexure B), when submitting their Bid proposal.

#### **1.16.0 CHANGES IN QUALIFICATION REQUIREMENTS**

The Purchaser reserves the right to effect changes in the qualification requirements of the Bidder(s) under this Tender Document at any time before the date of submission of the Bid Proposal. Any change will be notified in writing to all those who have purchased the Tender Document from the Purchaser.

#### **1.17.0 FURTHER INFORMATION**

The Purchaser reserves the right to ask for any further information as it may deem necessary in its sole discretion to evaluate the Bid Proposal. Bidders who do not submit additional information or clarification sought by the Purchaser within one (1) week of the receipt of the Purchaser's letter requesting for such additional information and/or clarification will be evaluated based on the information furnished along with the Bid Proposal.

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### **1.18.0 VERIFICATION**

The Purchaser reserves the right to contact and verify Bidder(s)' information, references and data submitted in the Bid Proposal without further reference to the Bidders.

### **1.19.0 INTERPRETATION OF BID PROPOSAL**

The Purchaser reserves the right to use and interpret the Bid Proposals as it may, in its discretion, consider appropriate, when selecting the Bidders for granting of the LOI for the Supply of Sulfuric Acid for existing 32.5 MW capacity combined cycle gas power plant at Karaikal, Union Territory of Pondicherry.

### **1.20.0 ADVICE TO BIDDERS**

The Bidders are advised to study the Tender Document thoroughly and submit their Bid Proposals in accordance with the instructions contained herein and in conformity with the various conditions laid down in the Tender Document.

### **1.21.0 CONFIDENTIALITY**

All documents submitted by the Bidder(s) will be treated, as confidential but will not be returned to Bidder(s).

### **1.22.0 DISQUALIFICATION OF BID PROPOSAL**

The Purchaser may adopt such criteria for disqualification of a Bidder as the Purchaser may consider appropriate. Such criteria may include, without limitation, the following:

- a) Failure by any Bidder(s) to provide all of the information required in the Bid Proposal or any additional information requested by the Purchaser including any supporting document;
- b) Non-Receipt of Bid Proposal before the last date/time specified in this Tender Document;
- c) Material inconsistencies in the information submitted;
- d) Misrepresentations in the Bid Proposal or any supporting Documentation;
- e) Non-payment of Bid Security.

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ANNEXURE - A

**Covering Letter for Bid Proposal**

(On the letterhead of the Bidder with full postal address, telephone no., fax no., telex no. and cable address).

Date: \_\_\_\_\_

To

**The Executive Engineer (Mech),  
Puducherry Power Corporation Ltd.,  
T.R.Pattinam, Karaikal - 609 606.**

Sir(s),

1. Being duly authorised to represent and act on behalf of \_\_\_\_\_ (hereinafter called the "Bidder"), and having reviewed and fully understood all information provided in this TENDER Document, the undersigned hereby submit our proposal as a potential Supplier for the supply of the Sulfuric Acid for which the Bid Proposal is invited.
2. Attached to this letter is the Bid Proposal comprising the following:  
[Bidder to indicate the content of Bid Proposal]
3. This letter will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting documents, to provide such information deemed necessary and requested by the Employer to verify statements and information provided in the Tender Document, or with regard to the resources, technical expertise and experience of the Bidder.
4. The Purchaser and its authorized representative may contact the following persons for more information:

TECHNICAL ENQUIRIES	
	Name 1
	Name 2
FINANCIAL ENQUIRIES	
	Name 1
	Name 2

5. This Bid Proposal is made in full understanding that:

Bidder will be subject to verification of all information submitted by the bidder from time to time by the Purchaser.

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The Purchaser reserves the right to:

- a) Amend the Supply of Sulfuric Acid.
  - b) Reject or accept any Bidder, cancel this short listing process, and reject all Bid Proposals without assigning any reason therefore, and shall not be liable for any compensation / claims whatsoever for such action.
6. The undersigned declare that in the best of their knowledge and belief the statements made and the information provided in the Bid Proposal are complete, true and correct in every detail.

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Signature of Authorised Signatory ...  
Name of the Authorised Signatory...  
Designation ...  
Name of the Organization

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**ANNEXURE – B**

**(In the letter Head of the Bidder)**

**UNDERTAKING FORM**

Date: \_\_\_\_\_

Specification No. \_\_\_\_\_

To

**The Executive Engineer (Mech),  
Puducherry Power Corporation Ltd.,  
T.R.Pattinam,  
Karaikal - 609 606.**

Dear Sir,

Having examined the Conditions of Supply of the Sulfuric Acid, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply and deliver the Sulfuric Acid in conformity with the Conditions of the Tender Document for the sum of (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this tender.

We, undertake if our tender is accepted, to execute delivery of 12 MT of Sulfuric Acid specified in the Tender Document within one week from the date of intimation every month on receipt of your LOI /Acceptance Letter / Supply Order.

We agree to abide by this tender for a period of 90 days from the date fixed for tender opening under clause of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

In the event, our proposal is accepted, we agree to furnish a Security Deposit in the manner acceptable to PPCL and for the sum equal to 10% (ten) of the Total price within 30 days of the LOI (Letter of Indent) .

Until a formal Contract is prepared and executed, this tender together with your written acceptance (Letter of Indent) thereof shall constitute a binding Contract between us.

Signed this ..... day of .....2010.

.....  
(Signature)

.....

(in the capacity of)

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Duly authorized to sign bid for and on behalf of  
.....  
.....  
.....

(Seal of the firm)

WITNESS

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

Signature :

Date :

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**ANNEXURE - C**

**Letter of Authorization/Board Resolution/Power of Attorney for individual to sign on behalf of the Bidder**

To

**The Executive Engineer (Mech),  
Puducherry Power Corporation Ltd.,  
T.R.Pattinam, Karaikal - 609 606.**

Sir(s),

The Letter of Authorization/Board Resolution/Power of Attorney<sup>1</sup> in respect of the following, authorizing them to sign the Bid Proposal and negotiate and furnish information as and when called by purchaser, is enclosed herewith:

1.

2.

3.

.....  
Signature of authorised signatory

Name of the authorised signatory

Designation

Name of the organisation  
.....

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1 Strike out as not applicable.

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**ANNEXURE – D**

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT FOR SUPPLY OF  
SULPHURIC ACID**

This deed of guarantee made on this ..... day of ..... 2011 by .....  
(Name & address of the bank) here inafter called the bank to and in favour of Puducherry  
Power Corporation Limited, T.R.Pattinam, Karaikal-609 606 hereinafter called the Purchaser.

WHEREAS ..... (Name & address of  
supplier) hereinafter called the Supplier have by virtue of the Letter of Intend (LOI) entered  
into with the purchaser as per the LOI No. .... Dated  
..... agreed with the purchaser to supply the Sulfuric Acid in accordance with terms and  
conditions of tender document.

AND WHEREAS in accordance with ...../PUR/2011-12/..... dated .....  
The supplier has to pay a sum of Rs...../-(.....  
only) as security deposit cum performance guarantee from a Nationalised / Scheduled Bank.

AND WHEREAS the supplier has requested the purchaser to accept bank guarantee in lieu  
of security deposit for sum equivalent to ten percent (10%) of value of the purchase order  
towards the Security Deposit for the supply of the Sulphuric acid.

AND WHEREAS the bank has at the request of the supplier agreed to guarantee the  
payment of the said sum in case the supply is not performed in accordance with the  
specification and terms and conditions indicated in the supply order of the purchaser for an  
amount of .....

In consideration of the above, the Bank hereby unconditionally guarantees and undertakes as  
a direct responsibility, to pay to the Purchaser on demand any and all money payable by the  
Supplier to the extent of Rs..... without any demure, reservation, recourse, contest or  
protest and/or without reference to the Supplier.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

In consideration of the purchaser having agreed to accept the bank guarantee from a  
Nationalised/Scheduled Bank towards security deposit for a sum equivalent  
Rs.....

the Bank do hereby guarantee that if the supplier fails to perform the supply order in  
accordance with specifications, the Bank shall pay forthwith merely on demand without any  
demur to the purchaser such amount/amounts as the Bank may be called upon to pay by the  
Purchaser.

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The bank also agrees that the Purchaser at its opinion shall be entitled to enforce this guarantee against the Bank as a principle debtor, in the first instance without proceeding against the Supplier, and notwithstanding any security or other guarantee that the purchaser may have in relation to the Supplier's liabilities.

This Bank Guarantee should be valid for the total contract period of one year with the claim period of 60 days.

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of sum Rs.....

PROVIDED further that the guarantee here under furnished should be released as soon as the supplier has performed his part of the supply order in accordance with the terms of the supply order.

The Bank further undertakes to indemnify the purchaser against any loss or damage that may be caused or suffered by the Purchaser by reason of any breach of the terms and conditions in the said .....

The guarantee hereinabove contained shall remain in force till the terms and conditions of the Tender Document/Supply order have been fully and properly carried out by the said supplier and in any case the guarantee shall not hold good after.

The bank further agrees with the Purchaser that the Purchaser shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder) to vary any of the terms and conditions of the purchase order or to extend the time of warranty of the items supplied by the said supplier for time to time or to postpone from time to time any of the powers exercisable by the purchaser against the said supplier and to forbear or to enforce any of the terms and conditions relating to the said Supply and the Bank shall not be relieved of its liability by reason of any such variation, or of any forbearance, act or omission on the part of the purchaser of any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for those provisions have effect of so relieving the Bank.

Any account settled between the Purchaser and the supplier shall be the conclusive evidence against the Bank for the amount due and shall not be questioned by the Bank:

The expressions Bank Purchaser and supplier herein before used shall be the conclusive evidence against the Bank for the amount due and shall not be questioned by the Bank.

The expressions Bank Purchaser and Supplier herein before used shall include their respective successor and assigns.

**Tender Document for supply of 144 MT of Sulfuric acid for one year**

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs.....and this guarantee is valid up to ..... and we shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within ONE month from the date of expiry of the guarantee i.e. on or before ..... irrespective of whether or not the original guarantee returned to us.

This Bank Guarantee shall be revalidated as desired by the Purchaser at the instance of the Bidder.

For and behalf of the Bank

.....  
(Signature)  
in the capacity of

.....  
Common seal of the Bank.

# **Tender Document for supply of 144 MT of Sulfuric acid for one year**

## **SECTION - 2.0**

### **GENERAL CONDITIONS OF CONTRACT**

#### **2.1.0 DEFINITION OF TERMS**

2.1.1 “Purchaser/Owner” shall mean the **Puducherry Power Corporation Ltd (PPCL), T.R.Pattinam, Karaikal 609 606 India (Government of Puducherry Undertaking)** and shall include their legal representatives, successors and assigns.

2.2.2 “Supplier or Manufacturer shall mean the bidder / Tenderers whose bid shall be accepted by the Purchaser for the award of the works and shall include such successful bidder’s legal representatives, successors and permitted assigns.

2.2.3 “Inspector” shall mean any person nominated by the Purchaser from time to time to inspect the material under the contract and /or duly authorised representative of Purchaser.

2.2.4 “Engineer” shall mean the Officer appointed in writing by the Purchaser is to act as Engineer from time to time for the entire supply of the Sulfuric Acid.

2.2.5 “Notice of award of Supply order /letter of award / letter of indent” shall mean official notice issued by the purchaser, notifying the Supplier that his bid has been accepted.

#### **2.3.0 SUPPLIER TO INFORM HIMSELF FULLY:**

The Supplier shall be deemed to have carefully examined all contract documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the Tender document, he shall, before signing the bidding document set forth the particulars thereto and submit them to the Purchaser in writing, in triplicate, in order that such doubt may be removed. The Purchaser will provide such clarifications as may be necessary, in writing to the Supplier. Any information otherwise obtained from the Purchaser or the Engineer shall not in any way relieve the Supplier of his responsibility to fulfill his obligations under the contract.

#### **2.4.0 PRICE**

2.4.1 Total price quoted by the Supplier in his bid, additions and deletions as may be agreed and incorporated in the letter of award, for the entire supply of sulfuric acid shall be treated as the Total price.

2.4.2 The above price shall be firm for one year from the date of LOI as agreed between the purchaser and the Supplier (except as per provisions of Clause 2.4.3 below).

#### **2.4.3 Change of Quantity**

2.4.3.1 The purchaser reserves the right to vary the quantities of items or groups of items to be covered as specified in the Tender Document, as may be necessary, during the finalization of the supply.

2.4.3.2 The price based on the unit rates available in the contract shall accordingly be adjusted for the change in quantities as above. The unit rates, as identified in the bidding document shall further remain constant during the currency of the supply.

## **Tender Document for supply of 144 MT of Sulfuric acid for one year**

### **2.5.0 PACKING FORWARDING AND SHIPMENT**

2.5.1 The Supplier shall store the sulfuric acid in such a manner so as to protect them from deterioration and damage during air, rail and road transportation to the site. The Supplier shall be held responsible for all damages due to improper packing.

2.5.2 Application for payment in the standard format with the following documents after completing the supply of sulfuric acid should submit the following documents for payment.

- ❖ Invoice (3 copies),
- ❖ Advance stamped receipt

### **2.6.0 DEMURRAGE, WHARFAGE, ETC.**

All demurrage, wharfage and other expenses incurred due to delayed clearance of the material and which are attributable to the supplier for transportation shall be to the account of the supplier.

### **2.7.0 INSURANCE**

2.7.1 The Supplier at his cost shall arrange, secure and maintain all insurances including Transit Insurance as may be pertinent to the supply.

2.7.2 All costs on account of insurance liabilities covered under the Supply will be to the Supplier's account and will be included in Price.

### **2.8.0 LIQUIDATED DAMAGES**

#### **2.8.1 LIQUIDATED DAMAGES FOR DELAY IN SUPPLY OF SPARES**

If the Supplier fails to successfully complete the supply of the Sulfuric Acid as per the Tender Document, the Supplier shall pay to the Purchaser as liquidated damages and not as penalty, a sum calculated at the rate of 1/2% (one half percent) of the price of Sulfuric Acid for each week or part thereof of delay. The total amount of liquidated damages for delay in the supply of the spares shall be subject to a maximum of five percent (5%) of the quoted price.

### **2.9.0 ARBITRATION**

2.9.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier, arising out of the Contract for the Supply of Sulfuric Acid whether during the progress of the Supply or whether before or after the termination of the Supply order, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Purchaser and the Supplier.

## **Tender Document for supply of 144 MT of Sulfuric acid for one year**

- 2.9.2 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the entire Supply of the Sulfuric Acid under the Contract and shall forthwith be given effect to by the Supplier who shall comply with all such decisions, with all due diligence, whether he or the Purchaser requires arbitration as hereinafter provided or not.
- 2.9.3 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 2.9.4 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Purchaser or the Supplier being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be, either party may require, by written notice to the other party, that the matters in dispute be referred to arbitration as hereinafter provided.
- 2.9.5 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid, shall be settled by arbitration in the manner hereinafter provided.
- 2.9.6 In the event of the Supplier being an Indian party, that is to say a citizen and/or a permanent resident of India, a firm or a company duly registered or incorporated in India, the arbitration shall be conducted by three arbitrators, one each to be nominated by the Supplier and the Purchaser and the third to be named by the President of the Institution of Engineers, India. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the President of the Institution of Engineers, India, shall have the power at the request of either of the parties, to appoint the arbitrator. A certified copy of the said President making such an appointment shall be furnished to both the parties.
- 2.9.7 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Puducherry, India.
- 2.9.8 The decision of the majority of the arbitrators shall be final and binding upon the parties. The expense of the arbitration shall be paid as may be determined by the arbitrators. The arbitrators may, from time to time, with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- 2.9.9 The arbitrators shall have full powers to review and/or revise any decision, opinion, directions, certification or valuation of the Engineer in consonance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

## **Tender Document for supply of 144 MT of Sulfuric acid for one year**

2.9.10 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

2.9.11 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

### **2.10.0 WARRANTY - NIL**

### **2.11.0 TAXES, PERMITS & LICENCES**

The Supplier shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Purchaser or the Supplier in pursuance of the Contract. In addition the Supplier shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Supplier for his personal income and property only.

### **2.12.0 PAYMENT**

2.12.1 The payment to the Supplier for the supply of the Sulfuric Acid will be made by the Purchaser as per the guidelines and conditions specified herein. All payments will be made during the Supply shall be on-account payments only. The final payment will be made on completion of all the Supplies and on fulfillment by the Supplier of all his liabilities under the contract.

2.12.2 **Currency of Payment:** The price shall be paid in Indian Rupees only.

#### **2.12.3 Mode of Payment**

All the payments of advance(s) of the supply including payments for supply, taxes and duties (wherever admissible), inland transportation (including port handling), insurance, test charges, if any, shall be made direct to the Supplier.

#### **2.12.4 Terms of Payment**

100% Payment for the each consignment of 12MT will be made within 30 days from the date of receipt of invoice for actual quantity supplied which should be within  $\pm$  10% of the per month quantity (12 MT).

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