



PUDUCHERRY POWER CORPORATION LIMITED  
(A GOVT. OF PUDUCHERRY UNDERTAKING)  
T.R. PATTINAM – 609 606, KARAİKAL , INDIA

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Ref: H124/EE(M)/PPCL /TRP/MMC/2009-10

Dt. 12.05.2010.

Our TIN No.: 34580007904.

Tender Document No:

Date of Issue:

## TENDER DOCUMENT

### TENDER TO BE

Submitted on or before:	Opened on:
Kept valid for 6 months from the date of opening	Submitted in three parts (EMD, Techno Commercial & Price Bid)

### SUPPLY, INSTALLATION & COMMISSIONING OF

### BATTERY BANK

Sl.No.	Name & Specification of Battery Bank	Quantity Required
1.	UPS Battery Bank Type TM 300 H 400V, 300 Ah Plante Type Batteries on Buy- Back Basis.	180 nos. of 2 Volts.

Issued to:

## SECTION – 1.0

### **1.1.0 GENERAL INSTRUCTIONS**

1.1.1 PPC Limited with its project office at T.R.Pattinam – 609606, Karaikal in the Union Territory of Puducherry, India (hereinafter referred to as “PURCHASER”), invites Bid Proposal for the Supply, Installation & Commissioning of Battery Bank for the existing 32.5 MW capacity Gas based Combined Cycle Gas Power Plant, located at T.R.Pattinam in the Karaikal region, Union Territory of Puducherry. The offer shall be submitted with buy back policy of existing battery bank.

1.1.2 PPCL Limited hereinafter called “PURCHASER” will receive bids for the Supply, installation and commissioning of the Battery Bank. 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 **NIT** will be summarily rejected.

1.1.4 “PURCHASER” reserves 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 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 work, the bidding procedure and the terms and conditions of contract brought out in the tender documents. The price of the complete set of the tender document is **Rs.520/-(Rupees Five Hundred and Twenty Only)** inclusive of **ST@4%**. The complete set of Tender document will include General Instructions for the Supply/Installation & Commissioning of the Battery Bank and General conditions of Tender.

The payment of **Rs.520/-(Rupees Five Hundred and Twenty Only)** inclusive of **ST@4%** towards cost of the tender document shall be submitted by the Bidders on the date of collection of tender documents by way of crossed demand draft drawn in favour of “**The Executive Engineer (Mech.), Puducherry Power Corporation Limited**” payable at Karaikal, INDIA or through cash. Those who wish to receive the tender documents through post, within India/Abroad, shall add **Rs.100/- and Rs.500/-** more respectively.

Tender Document can also be down loaded from our website “[ppcl.nic.in](http://ppcl.nic.in)”. Payment for the Tender Document shall be enclosed with bid by way of Demand Draft drawn from any Nationalised/Scheduled Bank, in favour of “Puducherry Power Corporation Limited”, payable at Karaikal.

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

**(ii) Transferability:**

The tender document is not transferable under any circumstances.

**(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 and conferences if any, including pre-award discussions, technical and other presentation 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 PROJECT INFORMATION**

Information regarding the present installation may be viewed in person during office hours on working days, from 10.00 a.m. to 4.00 p.m.

**1.3.0 QUALIFYING REQUIREMENTS**

The bidder should have the experience of supplying, erection and commissioning of battery banks of **500 AH** or more in any power station in India, having the capacity of 35 MW or more or in any process industry of equivalent size in the last three years and should have executed an order of more than Rupees 70 lakhs. The party should be financially sound.

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

The bids only will be considered for those who possess the documentary evidences for the same.

**1.4.0 SCOPE OF WORK**

1.4.1 The scope of work shall completely cover the activities and services as per the **annexure – G** of tender documents.

**1.5.0 DELIVERY PERIOD**

1.5.1 The Battery Bank is required to be supplied **within four weeks** of placement of LOI/Purchase Order. **Dismantling of old Battery Bank, installation of new batteries with stand and Commissioning of the batteries to be completed within 2 days (48 hrs.) from the start of Plant Shutdown. The Shutdown date will be intimated by PPCL in advance. The tenderer shall take this into account in quoting his delivery and installation period.**

## 1.6.0 **BID CURRENCY:**

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

## 1.7.0 **BID SECURITY**

1.7.1 A Bid Security for an amount of **Rs.45,000/-** (Rupees Forty Five Thousand Only) drawn in a Nationalized Bank in favour of “**The Executive Engineer (Mech.), Puducherry Power Corporation Limited**” payable at Karaikal, in the form of DD (or) in the form of Bank Guarantee as per **Annexure – C** shall accompany the bid for the same amount. The amount will not bear any interest. The Bid Security DD of Bank Guarantee shall be submitted along with techno-commercial bid. The bid security should be enclosed in a separate sealed envelope duly mentioning the same on top as mentioned in **Clause 1.8.3**. The bids not accompanied with bid security DD or bid security Bank Guarantee **not** as per the proforma given in the bidding documents shall be considered as non-responsive and such bids shall be rejected. The bid security bank guarantee shall be valid up to **sixty (60) days** beyond the validity of the bid.

1.7.2 In case the bid opening date is extended or the validity of the offer is extended the bidder shall ensure at their cost to keep the bid security bank guarantee valid.

1.7.3 The Bid Security shall be made payable without any precondition to the Purchaser.

1.7.4 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 the Bid Security. Any change in the Terms and Conditions originally submitted by the Bidder shall be considered as withdrawal of the Bid.

1.7.5 The Bid Security may be forfeited:

- a) If a Bidder revises or withdraws its Bid Proposal during the period of its validity specified by the Purchaser; or
- b) In case of issue of the Acceptance Letter, if the Bidder fails to:  
furnish the Bank Guarantee as specified in the Tender Document.

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 the LOI and to accept for the Supply for the quoted amount by the successful bidder. Bid security of successful bidder will be returned only after the completion of supply, installation and satisfactory working of the batteries and after execution and receipt of Bank Guarantee for security deposit for the warranty period.

1.7.7 Bid not accompanied with Bid Security in accordance with above provisions will be summarily rejected by the Purchaser.

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

1.8.1 The bidding procedures and technical requirements are prescribed in this tender document. The bidding documents include the following sections :

- a) General Conditions and Instructions to Bidders
- b) Technical specifications (General & Electrical) & Scope of work
- c) Techno commercial details
- d) Format of price bid

1.8.2 All bids shall be prepared by typing or printing with indelible black ink in the Schedules and Technical Data Sheets enclosed as part of these Bid Documents. Wherever required, Bidder may use additional sheets similar to the ones included in the Tender documents. The Bidder's proposal and 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.

1.8.3 The Bid proposal will be divided into three parts and should be submitted in three separate sealed covers named as below :

- i) Sealed Cover – 1 :Techno Commercial proposal
- ii) Sealed Cover – 2 :Bid Security DD for **Rs.45,000/-** (or) Bank Guarantee as per **Annexure – C**
- iii) Sealed Cover – 3 : The Price Bid strictly as per Price Bid Format at **Annexure – H** of Tender document

1.8.3.1 **Sealed Cover – 1** should contain the following :

The Techno Commercial Proposal must be submitted in a separate sealed envelope super scribed as under, as per the annexure – I:

**‘Techno-Commercial Proposal’ for the supply, installation and commissioning of Battery Banks.**

Further the techno commercial envelope shall also contain the following documents and clarifications:

- (i) The bidders shall have to submit their credentials in support of their experience and Banker's certificate in support of financial capability along with a statement of Asset & Liability.
- (ii) Your product specification to our requirement in the annexure – H has to be mentioned enclosing your technical catalogue with detail drawing in the techno commercial bid; otherwise no technical evaluation shall be made. The bidder has to mention the make, imported, indigenous, brand of their product of each item.
- (iii) The bidder has to enclose the supply order copies of the offered item from reputed concerns and Public Sector Undertakings along with feed back certificate. The bidder has to enclose the BIS/ISO Certificates etc., The bidder has to enclose the list of their testing equipments in their workshop.
- (iv) The life period of your offered battery shall be mentioned in the techno commercial bid.

The Commercial Terms and Conditions must be submitted in a sealed envelope super scribed as under:

**‘Commercial Terms and Conditions’ for the supply, installation and commissioning of Battery Banks**

Separate sealed envelopes shall be used for each of the above, enclosing in the main envelope super scribed as under

**Techno-Commercial Proposal (Sealed Cover-1) for the supply, installation and commissioning of Battery Banks.**

1.8.3.2 **Sealed Cover – 2** should contain the following :

The Bid Security must be submitted in separate sealed envelope super scribed as

**‘Bid Security’ for the supply, installation and commissioning of Battery Banks**

1.8.3.3 **Sealed Cover – 3**

The Price Bid must be submitted in a double sealed envelope super scribed as

**‘Price Bid’ for the supply, installation and commissioning of Battery Banks**

1.8.4 Each of the above three parts shall be separately enclosed in a double sealed cover.

The Sealed Cover – 1, 2 and 3 should be separately sealed and super scribed as indicated above and should be put in an outer cover (overall envelope) duly sealed and super scribed as **“Bid Proposal for the supply, installation and commissioning of Battery Banks”**

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

**The Executive Engineer (Mech.),  
Puducherry Power Corporation Ltd.,  
Melavanjore,  
T. R. Pattinam  
Karaikal – 609606**

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

1.8.5 The Bidders should submit complete information and schedules of technical particulars and schedule of guaranteed particulars as required under the technical data sheets attached with the specification. The Bidder should also submit necessary documents/license pertaining to buy back the old battery banks.

1.8.6 Bid proposal must be submitted complete with the bidding schedules, drawings and descriptive write-ups to fully illustrate the batteries/system offered.

1.8.7 One (1) original, two (2) copies and also two (2) soft copies 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.

1.8.8 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 in the specified office of the Purchaser, by the date and time indicated to them. Bid proposal submitted by Telefax /fax/telegram/e-mail will not be accepted.

1.8.9 The Sealed Covers **1, 2 & 3 of the tender containing techno-commercial offer , bid security and Price bid 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.

1.8.10 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.

1.8.11 [The Purchaser reserves the right to reject any bid who does not fulfill the Qualifying requirements as per clause 1.3.0](#)

## **1.9.0 LANGUAGE OF THE BID**

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

1.9.2 Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a 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.

## **1.10.0 SIGNATURE OF BIDS**

1.10.1 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.

1.10.2 Bid by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, 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 .

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

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

1.10.5 Each and every page of the Bid documents should be serially numbered and properly signed.

1.10.6 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.

1.10.7 The said documents must be legalized by the local authorities/Chamber of Commerce at the place of issue and if issued abroad, they must be authenticated by Indian Consulate/Embassy.

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

1.11.0 **INFORMATION REQUIRED WITH THE BIDS.**

1.11.1 Letter of capability, including:

- a) Full details of the Bidder's capabilities, experience and facilities for supply and installation of such Battery Bank.
- b) Head Office and Site Project Management organization structures and list showing designation of the Bidder's Staff and personnel he proposes to employ in this regard.

1.11.2 Complete technical schedules of guarantees, anticipated performances, technical particulars and miscellaneous guarantees.

1.11.3 A clear and complete description of each part of the equipment offered, its design, materials of construction, method of operation and maintenance.

1.12.0 **CLARIFICATIONS ON DOCUMENTS AND SPECIFICATIONS**

1.12.1 The bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility for all information that may be necessary for preparing the bid. The costs of visiting the site shall be at the bidders own expense.

1.12.2 The bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will release and indemnify the Purchaser and its personnel from and against all liability in respect thereof and that the bidder will be responsible for death of or an injury to any personnel, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

1.13.0 **AMENDMENTS TO TENDER DOCUMENTS**

1.13.1 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.

1.13.2 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.

1.13.3 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.

1.13.4 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 the bids.

#### **1.14.0 LOCAL CONDITIONS**

1.14.1 It will be imperative for each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications.

1.14.2 The Purchaser shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

1.14.3 The Bidder shall obtain and pay for all permits and licences or other privileges necessary to complete the work, original copies of which shall be delivered to the Purchaser or his authorized representatives and will become the property of the Purchaser.

1.14.4 It must be understood and agreed that such factors as outlined above have properly been understood and considered while submitting the bid. No claim whatsoever including those for financial adjustment to the contract awarded under these specifications and documents will be entertained by the Purchaser, neither any change in the time schedule of the Bidder nor any financial adjustments arising thereof shall be permitted by the Purchaser, which are based on the lack of such clear information or its effect on the cost of the works to the bidder.

1.14.5 The laws, rules and regulations of the Government (Central as well as State) and all Government Authorities in India, having jurisdiction over the work shall govern the work of this contract with the same force and effect as if incorporated in full into the contract documents. Where such laws, rules and regulations conflict the Contract documents, the more stringent requirements as interpreted by the Purchaser or his authorized representative shall govern. Should such conflict require changes in the contract documents, the Bidder shall promptly notify the Purchaser.

1.14.6 Our Tax payment identification no. (TIN) is **34580007904** as registered with Commercial Taxes Department, Puducherry.

1.14.7 All the safety Rules as per the Factory Act 1948, Puducherry Factory Rule and PPCL Safety instructions to be strictly followed in side the plant area. In case of any damage to the components / organization due to faulty workmanship, the same should be indemnified / corrected at your scope.

1.14.8 The Contractor should provide helmets and safety shoes and other safety items for all the employees engaged to be working in Puducherry Power Corporation Limited.

1.14.9 Necessary gate pass should be obtained well before the commencement of work.

1.14.10 Any other **STATUTORY VARIATION will be complied by the Contractor.**

## **1.15.0 PRICE BASIS**

The Bidder shall quote in their proposal, the prices for the entire scope of work (covered under the Tender documents) as required in the Schedules enclosed with the Tender documents.

## **1.16.0 POLCIY FOR BIDS UNDER CONSIDERATION**

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the Purchaser to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Purchaser and /or his employees/representatives on matters related to the bids under consideration. The Purchaser, if necessary, will obtain clarifications on the bids by requesting for such or through personal contact as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

## **1.17.0 VALIDITY OF THE BID**

1.17.1 The bid should be kept valid for acceptance **for a period of 120 days** from the date of opening of bids. In case any bidder quotes a lower validity period than that called for, his offer shall be rejected.

1.17.2 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). The bid security provided under **Clause No. 1.7.0** above shall also be extended by the same period as the extension in the validity of the bid.

## **1.18.0 COMPARISON AND EVALUATION OF BIDS**

### **1.18.1 General**

The bids received and accepted will be evaluated by the Purchaser to ascertain the technically and commercially responsive bid for the complete scope of the proposal covered under these specifications and documents.

1.18.2 The Purchaser will examine the bids to determine whether they are complete, whether required guarantees have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

1.18.3 Such of those bids received in conformity with the requirement of the Tender documents fulfilling the qualifying requirement as specified in the Tender documents and are technically and commercially responsive shall be evaluated by the Purchaser for the complete works covered under these Tender documents.

1.18.4 The Bidder shall also submit two (2) soft copies of the Bid proposal along with including all the schedules of both the Techno-commercial Bid Proposal and Price Bid Proposal, placed in the respective Sealed Covers, though the typed original copy of the Bid Proposal will be considered as the authentic copy and will be considered for evaluation of the Bid-Proposals. The soft copy shall not be made write-protected and can be copied and reformatted if required by the Purchaser. The soft copy of the Bid Proposal is asked only for the convenience of the Purchaser in preparation of the bid related documentation.

The Technical Bid Proposals would be analyzed and wherever essential, technical clarifications and confirmations would be sought from them so as to clarify for fulfilling the requirements of the specification to the satisfaction of the Purchaser. In addition to furnishing of Schedule of deviations, Bidders are requested to furnish, all implied/implicit or explicit deviation(s), clarifications/assumptions to the Tender documents duly marked up to show such deviations, clarifications, assumptions and the necessary and the hard copy of the same shall also be furnished. If no specific deviations are indicated in Schedules/ on deviation, all other implied /implicit or explicit deviation, clarifications / assumptions/confirmation shall be deemed to have no price repercussions and shall be assumed to be withdrawn.

1.18.5 Post bid price revision is not allowed.

**1.18.6 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 the 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 forfeited.

The bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified price schedules to be identified in Tender proposal sheets for this purpose, the Purchaser shall be entitled to consider the highest price for the purpose of evaluation and lowest of the prices in these schedules for the purpose of award of contract.

**1.19.0 EXAMINATION OF PRICE PROPOSAL**

Bidder shall furnish price proposal as per [Annexure – H](#)

1.19.1 The bidder with the lowest Total Cost would be designated L1.

**1.20.0 POST-BID DISCUSSION**

PPCL shall have the right to hold post-Bid discussion with few or all of the bidders depending on need.

**1.21.0 AWARD OF CONTRACT**

1.21.1 Acceptance of a Bid Proposal by Purchaser shall be communicated by the issue of a letter accepting the Bid Proposal ('Letter of Intent') by the Purchaser, for the Supply and installation and such letter shall be made in writing to the successful Bidder by the Purchaser.

## **1.22.0 TRANSPORTATION**

### **1.22.1 RAIL/ROAD TRANSPORTATION**

The Bidder shall be responsible for the transportation of the batteries to be supplied to this Corporation and for the transportation of the batteries obtained on buy back policy. All costs related thereto, such as packaging, transit insurance and the like shall be at the Bidder's expense.

The Bidder should follow all the necessary rules/regulations of the relevant Act/laws of land governing safe transportation of the goods. The Bidder while transporting the goods should take necessary safety measures/precautions.

### **1.23.0 UNDERTAKING**

The bidders are requested to fill up the Undertaking Form in **Annexure B** when submitting their Bid proposal.

### **1.24.0 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.

### **1.25.0 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.

### **1.26.0 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.

### **1.27.0 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 Contract for supply, installation and commissioning of battery bank for existing 32.5 MW capacity Gas based combined cycle power plant at T.R.Pattinam, Karaikal, Union Territory of Puducherry.

### **1.28.0 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.

### **1.29.0 CONFIDENTIALITY**

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

### **1.30.0 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 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

## SECTION – 2.0

### GENERAL CONDITIONS OF TENDER

#### 2.1.0 SCOPE OF TENDER

2.1.1 Scope of contract shall cover the supply, Inland transportation, Insurance, installation, testing, Performance and guarantee tests, putting into technical operation of the Battery bank in accordance with the working settings of the battery bank already replaced at the site of the existing 32.5 MW Combined Cycle Gas Power Plant.

#### 2.2.0 CONTRACT DOCUMENTS

2.2.1 The term “contract document” shall mean and include the following which shall be deemed to form an integral part of contract. (a) Invitation to bid including letter forwarding the bidding documents, instructions to bidders, general terms and conditions of the contract, general technical conditions, installation conditions of contract and all other documents included in the tender document (b) Specifications of the battery to be supplied and installed under the contract as brought out in the accompanying technical specifications (c) Bidder’s bid proposal and documents attached thereto including the letters of clarifications thereto between the Bidder and the purchaser prior to the award of the contract except to the extent of repugnancy. (d) All the materials, literatures, data and information of any sort given by the Bidder along with his bid, subject to the approval of the purchaser/Engineer (e) Pre Award discussions and Letter of award of the contract.

2.2.2 In the event of any conflict between the above-mentioned documents the matter shall be referred to the Engineer. (In case of any dispute the same shall be settled as per the provisions of **Clause-2.12.0**, of this bid document.

#### 2.3.0 DEFINITION OF TERMS

2.3.1 The “Contract” means agreement entered into between the Purchaser and Bidder as per the Contract agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by preference therein.

2.3.2 “Purchaser/Owner” shall mean the Puducherry Power Corporation Ltd., (PPCL), India (Government of Puducherry Undertaking) and shall include their legal representatives, successors and assigns.

2.3.3 “Bidder or Manufacturer shall mean the bidder / Tenderer 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.

2.3.4 “Engineer” shall mean the Officer appointed in writing by the Purchaser is to act as Engineer from time to time for the performance of the Contract.

2.3.5 The terms “Equipment”, “Stores” and “Materials” shall mean and include the plant, stores and materials to be provided by the Bidder under the contract.

- 2.3.6 “Works” shall mean and include the furnishing of equipment, labour and services as per the specifications and complete installation works, testing, commissioning and putting into satisfactory operation including of transportation, handling, unloading and storage at the site as defined in the contract.
- 2.3.7 “Specification” shall mean specifications and bidding documents forming part of the contract and as such other schedules and drawings as may be mutually agreed upon.
- 2.3.8 “Site” shall mean and include the land and other places on, into or through which power station that may be allocated or used by the Purchaser or Bidder in the performance of the contract.
- 2.3.9 The term “equipment portion” of the contract price shall mean Ex-works (inclusive of packing and forwarding) value of the equipment and material in case of domestic bidders.
- 2.3.10 “Manufacturer’s works” or “Bidder’s works” shall mean the place of work used by the Manufacturer/Bidder, their collaborators or Sub-Bidders for the purpose of the works.
- 2.3.11 “Inspector” shall mean the Purchaser or any person nominated by the Purchaser from time to time to inspect the batteries, stores or works under the contract and / or duly authorized representative of Purchaser.
- 2.3.12 “Notice of award of contract/letter of award/letter of indent” shall mean official notice issued by the purchaser, notifying the Bidder that his bid has been accepted.
- 2.3.13 “Month” shall mean calendar month. “Day or days” unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. “Week” shall mean continuous period of seven days.
- 2.3.14 “Writing” or “Written” shall include any manuscript, typewritten or printed statement, under or over signature and / or seal as the case may be.
- 2.3.15 When the words “approved”, “Supplied”, “approval”, “Satisfactory”, “equal to”, “appropriate”, “requested”, “as directed”, “where directed”, “when directed”, “determined by”, “accepted”, “permitted”, or words and phrases of like importance are used the approval, judgement, direction, etc., is understood to be the function of the purchaser/Engineer.
- 2.3.16 “Test on completion” shall mean such tests as prescribed in the specification to be performed by the Bidder before the work is taken over by the purchaser.
- 2.3.17 “Trial operation”, “Trial run” shall mean extended period of time for the start-up. During this trial operation period the unit shall be operated over the full load range.
- 2.3.18 “Performance and guaranteed tests” shall mean all operational checks and tests required to determine and administered capacity, efficiency and operating characteristics as specified in the documents.

- 2.3.19 The term “final acceptance/taking over” shall mean the purchaser’s written acceptance of works performed under the contract upon successful completion of guarantee tests.
- 2.3.20 “Guaranteed period/maintenance period” shall mean period during which the Bidder shall remain liable for repair or replacement of any defective part of the works performed under the contract.
- 2.3.21 “Codes” shall mean the following including the latest amendments and/or replacements, if any:
- a) Indian Electricity Act 1910 and rules and regulations made there under.
  - b) Indian Factory Act 1948 and rules and regulations made there under.
  - c) Indian Explosive Act 1884 and rules and regulations made there under.
  - d) Indian petroleum Act 1934 and rules and regulations made there under.
  - e) ASME Test Codes
  - f) American Society of Materials Testing Codes.
  - g) Standards of Bureau of Indian Standards.
  - h) Other internationally approved standards and/or rules and regulations attaching the subject matter of the contract.
  - i) Any other code/standard published by Government of India/Other agencies and Institutions have a bearing over the performance of the contract.
- 2.3.22 Words imparting singular only shall also include the plural and vice-versa where the context so requires.
- 2.3.23 Words imparting “Person” shall include firms, companies, Corporations and associations or bodies of individuals, whether incorporated or not.
- 2.3.24 Terms and expressions not here under defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof if any.
- 2.3.25 In addition to the above the following definitions will also be applied:
- a) “All equipment and materials” to be supplied shall also mean “goods”.
  - b) “Bank guarantee” shall also mean “security deposit”.
  - c) “Latent defects” are inherent defects in design, workmanship or material with surface after the warranty period and which could not be found during normal checks prior to the end of the warranty period and which endanger the normal operation of the equipment as provided.

#### **2.4.0 BIDDER TO INFROM HIMSELF FULLY:**

The Bidder shall be deemed to have carefully examined all pages of the tender document 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 tender 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 Bidder. Any information otherwise obtained from the Purchaser or the Engineer shall not in any way relieve the Bidder of his responsibility to fulfill his obligations under the tender.

## **2.5.0 PRICE OF TENDER**

Total price quoted by the Bidder in his bid, additions and deletions as may be agreed and incorporated in the letter of award, for the entire scope of the works shall be treated as the contract price and the above contract price shall be firm.

### **2.5.1 Change of Quantity**

2.5.2 The purchaser reserves the right to vary the quantities of items or groups of items to be covered as specified in the accompanying technical specifications, as may be necessary, during the execution of the contract.

## **2.6.0 DEDUCTIONS FROM PRICE OF TENDER**

**2.6.1** All costs, damages or expenses, which the Purchaser may have paid, for which under the contract, the Bidder is liable, will be claimed by the purchaser. All such claims shall be billed by the purchaser to the Bidder regularly as and when they fall due. Such bills shall be supported by appropriate and substantial vouchers or explanations, to enable the Bidder to properly identify such claims. Such claims shall be paid by the Bidder within 30 days of receipt of the corresponding bills and if not paid by the Bidder within the said period, the Purchaser may then deduct amounts from any moneys due or become due by him to the Bidder under the contract or may be recovered by the actions of law or otherwise, if the Bidder fails to satisfy the purchaser of such claims.

2.6.2 In addition to the provision of **Clause 2.9.1** above, which relates to the recovery by the Purchaser of any amounts that the Purchaser may have paid for which the Bidder is liable under the contract, the Purchaser shall also be entitled to recover all dues in terms of the contract including liquidated damages for delay, liquidated damages for short fall in the guaranteed performance parameters, etc by way of deductions from the payments due to the Bidder or that may become due to the Bidder in their favour from any securities / guarantees under the contract and/or otherwise.

2.6.3 The following documents shall be sent by registered post to the Purchaser within three (3) days from the date of shipment, to enable the Purchaser to make progressive payment to the Bidder. If inspection is not done by the purchaser, waiver certificate shall be issued.

Application for payment in the standard format of the Purchaser (6 copies)  
Invoice (6 copies),  
Packing list (6 copies),  
Inspection Certificate (3 copies),  
Test Certificate, wherever applicable (3 copies),  
**Certificate of Warranty (3 copies)**

### **2.6.4 DEMURRAGE, WHARFAGE, ETC.**

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

## **2.7.0 INSURANCE**

- 2.7.1** The Bidder at his cost shall arrange, secure and maintain all insurances as may be pertinent to the supply. The Bidder shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible in regard to maintenance of all insurance covers.
- 2.7.2** Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of Performance Guarantee tests of the plant shall be to the account of the Bidder. The Bidder shall be responsible for preference of all claims and make good for the damage or loss by way of repairs and/or replacement of the batteries, damaged or lost. The transfer of title shall not in any way relieve the Bidder of the above responsibilities during the period of Contract. The Bidder shall provide the Purchaser with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Purchaser immediately after such insurance coverage. The Bidder shall also inform the Purchaser in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal, etc. as may be necessary well in the.

## **2.8.0 LIABILITY FOR ACCIDENTS AND DAMAGES**

Under the Contract, the Bidder shall be responsible for making good any loss or damage to the plant until the successful completion of Performance Guarantee tests of the plant except to the extend that such loss or damages are caused by the purchaser.

## **2.9.0 LIQUIDATED DAMAGES**

### **2.9.1 LIQUIDATED DAMAGES FOR DELAY IIN COMPLETION**

If the Bidder fails to successfully complete the work of supply, installation and commissioning of Battery Bank as per the **Clause 1.5.1**, the Bidder shall pay to the Purchaser as liquidated damages and not as penalty, a sum calculated at the rate of ½% (one half percent) of the total price quoted, for each week or part thereof of delay. The total amount of liquidated damages for delay be subject to a maximum of five percent (**5%**) of the total price.

### **2.9.2 OUT-BREAK OF WAR**

- 2.9.3** If during the currency of the Contract, there shall be an out-break of war, whether declared or not, in any part of the World, which whether financially or otherwise materially affects the execution of the Works, the Bidder shall, unless and until the Contract is terminated under the provisions in this Clause, continue to use his best endeavour to complete the execution of the Works, provided always that the Purchaser shall be entitled, at any time after such outbreak of war, to terminate the Contract by giving notice in writing to the Bidder and upon such notice being given, the Contract shall, save as to the rights of the parties under this Clause and to operation of clauses entitled "Settlement of Dispute" and Arbitration" hereof, be terminated but without prejudice to the rights of either party in respect of any antecedent breach thereof.
- 2.9.4** If the contract is terminated as aforesaid, the Bidder shall be paid by the Purchaser (insofar as such amounts or items shall not have already been covered by on account of payment made to the Bidder) for all work executed and accepted by the Engineer prior to the date of termination at the rates and prices provided in the Contract and in addition:

- a) the amount payable in respect of any preliminary items, so far as the work or service comprised therein has been carried out or performed and an appropriate portion as certified by the Engineer of any such items of the work or service comprised therein which has been partially carried out or performed.

## **2.10.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS**

2.10.1 In case the Bidder's performance is delayed due to any act of omission on the part of the Purchaser or his authorized agents, then the Bidder shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Purchaser has caused delay in the Bidder's performance of his work. Regarding reasonableness of otherwise of the extension of time, the decision of the Engineer shall be final.

## **2.11.0 SETTLEMENT OF DISPUTES**

2.11.1 Any dispute(s) of difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

2.11.2 Except as otherwise specifically provided in Clause 2.26.0 herein below, all unsettled dispute(s) or difference(s) arising out of or in connection with the contract shall in the first instance be decided by the Engineer whose decision shall be final and binding on the parties. Engineer's decision shall be given to the Bidder in writing within 30 days after receipt of such appeal from the Bidder by the Engineer.

## **2.12.0 ARBITRATION**

2.12.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Bidder, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, 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 Bidder.

2.12.2 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 work under the Contract and shall forthwith be given effect to by the Bidder who shall comply with all such decisions, with all due diligence, whether he or the Purchaser requires arbitration as hereinafter provided or not.

2.12.3 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.

2.12.4 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 Bidder 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.

2.12.5 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.

- 2.12.6 In the event of the Bidder 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 Bidder and the Purchaser and the third to be name 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.
- 2.12.7 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of arbitration shall be Chennai, India.
- 2.12.8 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.
- 2.12.9 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.
- 2.12.10 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.
- 2.12.11 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

### **2.13.0 ENGINEER'S DECISION**

- 2.13.1 In respect of all matters which are left to the decision of the Engineer including the granting or withholding of the certificates, the Engineer shall, if required to do so by the Bidder, give in writing a decision thereon.
- 2.13.2 If in the opinion of the Bidder, a decision made by the Engineer is not in accordance with the meaning and indent of the Contract, the Bidder may file with the Engineer within fifteen (15) working days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time shall become final and binding.
- 2.13.3 The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the Works and the decision of the Engineer as rendered shall be promptly observed.

## 2.14.0 COOPERATION WITH OTHER BIDDERS AND CONSULTING ENGINEERS

The Bidder shall agree to cooperate with the Purchaser's other Bidders and Consulting Engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all correspondence addressed by the Bidder to other Sub-Bidders and Consulting Engineers in respect of such exchange of technical information.

## 2.15.0 WARRANTY

2.15.1 The Bidder shall warrant that the equipment will be new and in accordance with the Contract Documents and free from defects in material and workmanship for a period of **twelve (12) months** commencing immediately upon the satisfactory completion of the performance testing and handing over of the system. The Bidder's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Bidders, under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in the meantime essential in the commercial use of the plant. Such replaced defective parts shall be returned to the Bidder unless otherwise arranged.

2.15.2 Party shall execute **Performance Bank Guarantee against** Security Deposit equivalent to **10% of the order value for a period of 18 months** from the date of supply order, as indicated in **Annexure – E**.

2.15.3 In the event of an emergency where, in the judgement of the Engineer delay would cause serious loss or damage, repairs or adjustments may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Bidder and the cost of such work shall be paid by the Bidder. In the event such action is taken by the Engineer, the Bidder will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Bidder's liability under the terms and conditions of the Contract.

2.15.4 If it becomes necessary for the Bidder to replace or renew any defective portions of the Battery Bank under this Clause, the provisions of this clause shall apply to the portions of the Battery Bank so replaced or renewed until the expiration of twelve (12) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Bidder's risk and cost, but prejudice to any other rights, which the Purchaser may have against the Bidder in respect of such defects.

2.15.5 The repaired or new parts will be supplied and installed at free of cost by the Bidder. If any repair is carried out on his behalf at the Site, the Bidder shall bear the cost of such repair.

2.15.6 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the Battery Banks/accessories or defective work carried out by the Bidder, the same shall be borne by the Bidder.

2.15.7 The acceptance of the equipment by the Engineer shall in no way relieve the Bidder of his obligation under this Clause.

2.15.8 In the case of those defective parts which are not repairable at site but are essential for the commercial operation of the equipment, the Bidder and the Engineer shall mutually agree to a programme of replacement or renewal which will minimize interruption/dislocation to the maximum extent, in the operation of the equipment.

2.15.9 At the end of the Warranty Period, the Bidder's liability ceases except for latent defects. In respect of goods supplied by sub-Bidders to the Bidder where a longer Warranty (more than 12 months) is provided by such Sub-Bidders, the Purchaser shall be entitled to benefit of such longer Warranties.

2.15.10 It should be clearly understood that all expenses in respect of replacement/repair during the warranty period including but not limited to transportation cost, all taxes, duties and levies as applicable, etc. till such spare parts are installed in the plant after necessary repairs/replacement and the plant is put back into operation, will also be to the Bidder's account.

2.15.11 The provisions contained in the clause will not be applicable:

- a) If the Purchaser has not operated the equipment according to generally approved industrial practices and in accordance with the conditions of operation specified and in accordance with operating manuals, if any.
- b) In cases of normal wear and tear of the parts to be specifically mentioned by the Bidder in the offer.

## **2.16.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS**

2.16.1 If during the progress of the Works the Engineer shall decide and inform in writing to the Bidder, that the Bidder has manufactured any plant or part of the Battery Bank unsound and imperfect or has furnished any Battery Bank/part of Battery Bank inferior to the quality specified, the Bidder on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good proceed to alter, reconstruct or remove such work and furnish fresh equipment up to the standards of the specifications. In case the Bidder fails to do so, the Engineer may on giving the Bidder seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the Works so complained of and at the cost of the Bidder perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the Purchaser of or affect any rights under the Contract which the Purchaser may otherwise have in respect of such defects and deficiencies.

2.16.2 The Bidder's full and extreme liability under this clause shall be satisfied by the payment to the Purchaser of the extra cost, of such replacement procured including erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Purchaser for such replacements and the Contract Price portion for such defective Battery and accessories and repayments of any sum paid by the Purchaser to the Bidder in respect of such defective Battery Bank. Should the Purchaser not so replace the defective Battery bank / accessories of battery, the Bidder's extreme liability under this clause shall be limited to repayment of all sums paid by the Purchaser under the Contract for such defective part/Battery Bank.

## **2.17.1 HEADINGS AND MARGINAL NOTES**

The headings and marginal notes to any clause of the Contract shall not affect or control the construction of such clause.

## **2.18.0 TAXES, PERMITS AND LICENCES**

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

## **2.19.0 EPF/ESI for Service Portion**

- 2.19.1 Party should obtain all permits and licences under the laws or regulations applicable and in connection with the work carried out and shall comply with and discharge all statutory obligations / liabilities under the various laws such as Factory Act / Workmen's Compensation Act / Employee's State Insurance Act / Employee's Provident Fund Act / Payment of Wages Act / Contract Labour (Regulation & Abolition ) Act / Minimum Wages Act Etc., or any modification thereof.
- 2.19.2 The contractor/sub-contractor should submit the attested copy of valid ESI and EPF Registration Certificate along with the bid. Payment will be made only after submission of monthly wage statement and the copies of monthly paid challan of ESI & EPF duly signed by the authorized persons of the respective organization. The party who does not have separate (or) independent ESI & EPF code Numbers shall remit ESI & EPF contributions on wage paid or payable for each month under PPCL Code in respect of workers employed by the contractor after obtaining the signature from the Executive Engineer – Mechanical within due date (i.e, for ESI -21<sup>st</sup> of succeeding month and for EPF before 15<sup>th</sup> of the succeeding month) and shall submit the triplicate & quadruplicate challan to the principal employer for records. The party who does not separate (or) independent ESI & EPF code Numbers is required to submit an undertaking for deduction of ESI & EPF amounts and administrative charges from their bill if the party fails to remit the same.

## **2.20.0 PAYMENT**

- 2.20.1 The payment to the Bidder for the supply, installation and commissioning will be made by the Purchaser as per the guidelines and conditions specified herein. All payments made during the Contract shall be on-account payments only. The final payment will be made on completion of all the Works and on fulfillment by the Bidder of all his liabilities under the Tender.

### **2.21.0 Currency of Payment:**

The Contract Price shall be paid in Indian Rupees only.

### **2.22.0 Due Dates for Payment**

Purchaser will make 100% payment as and when the payment is due as per the terms of payment set forth in [Clause 2.25.0](#) below. Payments will become due and payable by the Purchaser within [thirty \(30\) days from the date of receipt of Bidder's bill/invoice/debit note after installation, commissioning and testing, provided the required documents submitted are complete in all respects.](#)

### 2.23.0 Application for Payments

- 2.23.1 The Bidder shall submit application for the payment in the prescribed proforma of the Purchaser.
- 2.23.2 Each such application shall state the amount claimed and shall set forth in details, the order of the Payment Schedule particulars of the Works including the Works executed at Site and of the equipment shipped/brought on to the site pursuant to the Contract up to the date mentioned in the application and for the period covered since the last preceding certificate, if any.
- 2.23.3 Every interim payment certificate shall certify the Contract Value of the works executed upon the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the Works that according to the decision of the Engineer, does not comply with the Contract, or has been performed, at the date of certificate prematurely.

### 2.24.0 Mode of Payment

All the payments of the tender, including payments for supply/erection, taxes and duties (wherever admissible), inland transportation (including port handling), insurance and erection portion, test charges, if any, shall be made direct to the Bidder.

### 2.25.0 Terms of Payment

#### a) For Supply part:

**100% payment will be made within 30 days**, after receipt of material in good condition from the date of receipt of your invoice after receipt of materials in good condition at site and approval of Engineer - In - Charge by crossed Demand Draft. Against submission of Bank Guarantee for Security Deposit /Warranty of Spares as per Annexure - E, equivalent to 10% of the total tender value.

The bill in triplicate along with advance stamped receipt should be sent to the undersigned for effecting payment.

#### b) For Installation & Commissioning Part (Service Portion):

**80%** of Payment will be made within 30 days from the date of receipt of your invoice after, installation and commissioning and acceptance of Battery Bank in complete shape along with evacuation of used Batteries (on buy back offer) and approval of Engineer -In- Charge by crossed demand draft and balance **20%** of payment will be made **only** after submission of:

- a) Copies of monthly paid challans of ESI & EPF duly signed by the Authorized persons of respective organization.
- b) Salary certificate of the person who carried out servicing, for the corresponding month.
- c) Undertaking in Party's letter head.
- d) Bill in triplicate along with advance stamped receipt should be sent to the undersigned for making payment.

The party who does not have separate (or) independent ESI & EPF code numbers shall remit ESI & EPF contributions on wage paid or payable for each month under PPCL code in respect of workers employed by the contractor after obtaining the signature from the **Executive Engineer (Mechanical)** within due date (i.e. for ESI - 21<sup>st</sup> of succeeding month and for EPF before 15<sup>th</sup> of the succeeding month) and shall submit the triplicate & quadruplicate chalans to the principal employer for records. The party who does not have separate (or) independent ESI & EPF code Number is required to submit an undertaking for deduction of ESI and EPF amounts and administrative charges from their bill if the party fails to remit the same.

## **2.26.0 STATUTORY VARIATION**

Indian taxes, duties and levies as per law, on transactions between the Bidder of his nominee / assignee and the Purchaser shall be borne by the Purchaser including any variation thereof due to enactment of new laws after the date of opening of bids. The Purchaser does not accept any other liability whatsoever on account of changes in policies/regulations of the Government of India or any State Government of India, except those under Explosives Act, which shall be discussed and settled mutually.

\*\*\*\*\*

### *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 (Mechanical)**  
**Puducherry Power Corporation Limited,**  
**Melavanjore,**  
**T.R.Pattinam – 609 606.**  
**Karaikal.**

Sir(s),

1. Being duly authorized 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 their proposal as a potential Bidder for the work for which the Bid Proposal is invited i.e, supply, installation and commissioning of Battery Bank

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:

<b>TECHNICAL ENQUIRIES</b>	
	Name 1
	Name 2
<b>FINANCIAL ENQUIRIES</b>	
	Name 1
	Name 2

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

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

The purchaser reserves the right to:

- a) Amend the scope under this Contract.
- 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.

---

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

---

UNDERTAKINGD FORM

Date:-----

Tender No.-----

To

**The Executive Engineer (Mech.)  
Puducherry Power Corporation Limited  
Melavanjore,  
T.R.Pattinam – 609 606.  
Karaikal.**

Dear Sir,

Having examined the Conditions of Contract and Specification, the receipt of which hereby duly acknowledged, we, the undersigned offer to supply and deliver (Description of Goods and Services) in conformity with the said specifications, Conditions of Contract for the sum of (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the format of price bid attached herewith and made part of this tender.

We, undertake if our tender is accepted, to commence the delivery within (Number) days and to complete delivery of all the items specified in the Contract within (Number) days calculated from the date of receipt of your Acceptance Letter.

We agree to abide by this tender for a period of (Number) days from the date fixed for tender opening under clause of the Instructions to Bidder 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 unconditional Bank Guarantee in the manner acceptable to PPCL and for the sum equal to 10% (ten) of total Quoted Price – (Ex-works) after deductions of buy back amount, within 15 days from the date of LOI.

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

(Signature)

.....  
(in the Capacity of )

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

(Seal of the firm)

WITNESS

.....  
ADDRESS

Signature:

Date:

**PROFORMA OF BANK GUARANTEE FOR BID SECURITY**

Date :  
Guarantee No.:

Name of Contract \_\_\_\_\_

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

WHEREAS \_\_\_\_\_(Name of Bidder) (hereinafter called “the Bidder”) has submitted its bid dated \_\_\_\_\_(date of Bid) for the performance of the above-named contract (hereinafter called “the Bid”).

KNOW ALL PERSONS by these present that WE \_\_\_\_\_(Name of Bank) of \_\_\_\_\_(address of Bank) (hereinafter called “the Bank”), are bound unto \_\_\_\_\_(Name of OWNER / PURCHASER) (hereinafter called “the OWNER / PURCHASER”) in the sum of **Rs. \_\_\_\_\_(amount in figures & in words)** for which payment will and truly to be made to the said OWNER / PURCHASER, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid, or
2. If the bidder refuses to accept the arithmetical corrections made according to the preliminary evaluation of bids.
3. If the Bidder, having been notified of the acceptance of its Bid by the OWNER / PURCHASER during the period of bid validity:
  - a) fails or refuses to sign the contract Agreement when required, or
  - b) fails or refuses to issue the Contract Performance Guarantee in accordance with the Bidding documents.

WE undertake to pay to the OWNER / PURCHASER up to the above amount upon receipt of its first written demand, without the OWNER / PURCHASER having to substantiate its demand, provided that in its demand the OWNER / PURCHASER will note that the amount claimed by it is due to it owing to the occurrence of one, two or all the three of the above named CONDITIONS, specifying the occurred conditions or conditions.

This guarantee will remain in full force up to **180 days** and including **60 days** after the period of Bid Validity, and any demand in respect thereof must reach the Bank not later than the above date.

This Bank Guarantee shall be revalidated as desired by the OWNER / PURCHASER at the instance of the Bidder.

For and on behalf of the Bank

.....

(Signature)

in the capacity of

.....

Common seal of the Bank.

**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.,  
Melavanjore,  
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.

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Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory...
	Designation ...
	Name of the Organization
	Seal ...

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<sup>1</sup> Strike out whichever is not applicable.

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT / WARRANTY OF SPARES**

This deed of guarantee made on this ..... day of ..... **2010** by ..... (Name & address of the bank) hereinafter 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 Supply Order entered into with the purchaser as per the Supply Order No. .... Dated ..... agreed with the purchaser to supply, installation and commissioning of Battery Banks and accessories in accordance with terms and conditions of supply order.

AND WHEREAS in accordance with ...../MMC/2010-11/..... dated ..... The **Supplier** has to pay a sum of Rs...../-(..... only) as security deposit cum performance guarantee from a Nationalized / Scheduled Bank.

AND WHEREAS the **Supplier** has requested the purchaser to accept bank guarantee in lieu of security deposit/Warranty guarantee for sum equivalent to **ten percent (10%) of value** of the purchase order towards the Security Deposit / Warranty of the spares mentioned in the supply order.

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 Nationalized/Scheduled Bank towards security deposit/warranty for a sum equivalent Rs.....

the Bank do hereby guarantee that if the **Supplier** fails to perform the purchase order in accordance with specifications and Warranty conditions of the supply order, 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.

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 shall be **revalidated automatically till the end of the Warranty period**.

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 and the period of warranty of the supplied spares is over.

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.

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 TWO months 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.

**SPECIFICATION/ DESCRIPTION OF REQUIRED BATTERY BANK****Description: UPS Battery Bank**

S. No	Specification	Qty.	Connected Utilities
1	Supply of 300AH UPS Battery Bank Consisting of 180 Nos. of 2 Volts, Make: REPUTED MAKE Type: PLANTE AH: 300 AH Maximum Trickle charge current should be 720 milli amps. 100% capacity retained throughout life span and therefore no aging factor to be considered during battery sizing – as referred in IEEE 485: 1997. Confirms to BS 6290: Part 2: 1999, IS 1652: 1991 AND IEC 896: 1995	180 nos.	a) Turbocon ( Steam turbine Controls) b) Distributed control System c)Mark IV

**Note: Existing (Old) Batteries should be taken back on Buy – Back Basis.**

**SCOPE OF WORK**

- 1) Supply of above said batteries within four weeks from the date of receipt of LOI/Supply Order.
- 2) Existing (old) batteries replacement on buy back basis.
- 3) Installation of batteries with interconnecting rods and battery stand with all accessories
- 4) Erection, Testing, Commissioning and handing over of the battery bank installations to PPCL after successful commissioning
- 5) Supply of relevant manuals, drawings, special tools and equipments/ instruments for the maintenance.
- 6) The Charging of Batteries can be done separately with separate charger (*to be supplied by the contractor*) before the shutdown.
- 7) The arrangement of Battery Charger for initial charging of Batteries is in Contractor's Scope.
- 8) Dismantling of old Battery Bank, installation of new batteries with stand and Commissioning of the batteries to be completed within 2 days (48 hrs.) from the start of Plant Shutdown. The Shutdown date will be intimated by PPCL in advance.
- 9) All the Safety materials, Tools and Tackles should come under the contractor scope.

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**FORMAT OF PRICE BID**

S.No	Description	Unit	Rate/Unit	Qty.	Total
1.	(a) Reputed Make Plante Lead Acid stationary Battery each consisting of High Discharge Performance) closed top cells (each 2 volts) in specially moulded Transparent Plastic (SAN) boxes, complete with all accessories (i.e) Plante Positive Plates, Plasted Negative Plates, Lids, Inter-row/Inter-tier connectors, Micro Porous Vent Pluggs, Float Guide, Lead coated brass nut & bolt with lead washer, separators, Inter Cell Connectors dry and uncharged confirming to IS: 1652 of 1991 Max. Charging Current : 960mA <b>Capacity:</b> 300 AH at 10 hour rate of discharge to 1.85 volts per cell at 27 deg. C	1 Set		<b>180 Nos.</b>	
	b) Battery Grade Acid suitable for the above UPS battery bank (Sulphuric Acid) of 1.190 special grade at 27 deg. C, as per ISO:266/1977, sufficient for first filling (including approximately 10% spare) in 20 litres non-refundable polyethylene Jerry cans suitable packed c) Cost of standard accessories/tools for operation and maintenance of the battery	1 Litre			
	( c) Cost of standard accessories / tools for operation and maintenance of the battery	1 Set		1 Set	
	d) Suitable good quality Wooden Stillage Battery Stand with two coats of Ployurethane Lacquer acid resisting paint which acts as a strong resistant to Sulphuric acid corrosion, with cell number as per standard norms.	Set			
	e) Erection, Commissioning and testing of above batteries.				
	f) Buy Back price of old batteries			180 Nos.	
	g) The arrangement of Battery Charger for new batteries for initial Charging.				
4.	Packing & Forwarding				
5.	Excise Duty				
6.	Central Sales Tax @ 2% against “C” form/VAT				
7.	Service Tax against the service portion				
8.	Freight				
9.	insurance				
10.	Entry Tax				
11.	Others if any, please specify				
				<b>Grand Total</b>	

**DETAILS REQUIRED FOR TECHNO COMMERCIAL EVALUATION**

Bidders to fill up the following requirements for the above battery separately and enclose the same in the techno commercial bid; otherwise no technical evaluation shall be made

Sl.No.	General Particulars	
1	Type of cell	
2	Rated Capacity of minimum ambient temperature	
3	Rated Capacity of maximum ambient temperature	
4	Expected life of Battery with normal operating condition	
5.	Equalizing charge	
	(a) Voltage/Current	
	(b) Duration	
	© Internal between successive equalizing charge	
6.	Internal resistance of Cell (IR)	
7.	Short circuit current for a lead short across battery terminal when	
	(a) Float Charge - KA	
	(b) Boost Charge- KA	
8.	Expected fault level at bus due to Battery -KA	
9.	Total resistance of cell	
10.	Resistance of inter cell connector	
11.	AH efficiency at rated load	
12.	Watt hour efficiency	
13.	Type of positive plate	
14.	Type of negative plate	
15.	No. of positive plate per cell	
16.	No. of negative plate per cell	
17.	Overall dimensions (mm) each cell L*W*H	
18.	Distance between the cell centres	
19.	Weight of Cell	
	(a) with acid	
	(b) Without acid	
20.	Qty. of electrolyte required per cell (liter)	
21.	Whether EXPLOSION vents offered	
22.	Classification voltage per cell	
23.	Loss in capacity in 21 hours due to self discharge	
24.	Materials & type of plate	
	(a) Positive Plates	
	(b) Negative Plates	

25.	Height of positive plates	
26.	Thickness of positive plates	
27.	Area of positive plates	
28.	Height of negative plates	
29.	Thickness of negative plates	
30.	Area of negative plates	
31.	Material and type of separator	
32.	Thickness of Separator	
33.	Type of vent & filling plugs	
34.	Thickness of container	
35.	Material of container	
36.	Material of inter cell connector	
37.	Thickness of inter cell connector	
38.	Method of connection	
39.	Material of Bolt, Nut & Washer for inter cell & cable connection	
40.	Recommended specific gravity at 27 deg C	
	(a) For first fillings	
	(b) At full charge	
	(c) when battery is discharged at 10 hours rate	
41.	Permissible temperature of electrolyte	
	(a) during initial charging	
	(b) during normal operation	
42.	Recommended charging rate for	
	(a) Float charging	
	(b) Boost Charging in 10 hours	
	1. Starting rate	
	2. Finishing rate	
	3. Voltage.	
43.	Recommended max. period of cell storage before the first charging (after installation & filling of electrolyte)	
44.	Recommended storage life of battery	
45.	Clearance between bottom of the plate & bottom of the container	
46.	Clearance between bottom of the plate & top of the container	
47.	Type of cover	
48.	Material of cover	