



KARNATAKA POWER CORPORATION LIMITED
(A Government of Karnataka Enterprise)
YELAHANKA COMBINED CYCLE POWER PLANT

Office of the Executive Engineer (MSP) Y, Karnataka Power Corporation Limited, Yelahanka Combined Cycle Power Plant,
Doddaballapur Road, Yelahanka, Bengaluru - 560 064 Karnataka. Tel No.: 080-28460974 Fax No.: 080-2460302, e-mail;
eemspyelahanka@gmail.com, CIN: U85110KA1970SGC001919

NOTICE INVITING TENDER
(TWO COVER SYSTEM)
(Through e-Procurement Portal Only)

No. EE (MSP)Y/ET/GA1/EEEPS/17-18/14/CALL-2

Sealed bids are invited in two-cover system from the Manufacturer/ Authorised Supplier/ Stockist / reputed trader for "**Supply of Personal Protective Equipments to YCCPP-KPCL**"

The tender details can be downloaded from the e-procurement portal. Tenders shall be submitted in e-procurement portal only i.e. **www.eproc.karnataka.gov.in**.

The details of NIT and brief bid notification can also be seen on KPCL web site: www.karnatakapower.com and <https://eproc.karnataka.gov.in>. Tender documents may be downloaded from Government of Karnataka e-procurement website <https://eproc.karnataka.gov.in> under login for Contractors.

The bid documents can be downloaded from e-procurement web from 16.05.2018.

Further details can be had from:

The Executive Engineer (MSP)Y,
Yelahanka Combined Cycle Power Plant,
Karnataka Power Corporation Ltd.,
Doddaballapur Road, Yelahanka,
Bengaluru - 560 064,
Karnataka - State.
Mob: 9480682807
Tel No.: 080-28460974
Fax No.: 080-28460302
Web site: www.karnatakapower.com
Email: eemspyelahanka@gmail.com

sd/-
Executive Engineer (MSP)Y
YCCPP-KPCL



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NOTICE INVITING TENDER
(TWO COVER SYSTEM)
(Through e-Procurement Portal Only)

1.0 The Executive Engineer (MSP)Y invites bids from the qualified bidders for the " **Supply of Personal Protective Equipments to YCCPP-KPCL**" YELAHANKA, Karnataka.

2.0 Tender documents can be downloaded from Government of Karnataka e-procurement website <https://eproc.karnataka.gov.in> under login for contractors.

After login to Contractors, please scroll down to the right side bottom to see List of tenders, click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only interested Contractors who wish to participate should remit on line transaction fee for tender after registering in the portal. The transaction fee is non-refundable.

3.0 Brief scope of tender is as follows. Detailed scope has been described in bid documents, which is binding on all the bidders.

Sl. No.	Name of work	EMD	Tender processing fees (Non-refundable)
1	Supply of Personal Protective Equipments to YCCPP-KPCL	Rs.5,500/- (Rupees Five Thousand five hundred only)	As per e-portal

4.0 The intending bidder shall not have been subject to forfeiture of EMD / foreclosure / termination of their Contract in KPCL or Government or any other utility or shall not have been blacklisted for participating in tender by KPCL or Government or any other utility in India during the past ten years. Bidder shall furnish the notarized declaration in this regard as specified.

5.0 Bidders shall not be under declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

6.0 Calendar of Events:

a)	Date of issue of NIT through e- portal/ down loading of bid documents.	16.05.2018
b)	Last date for receipt of completed bids cover 1 & 2 (two covers) up to 17:00hrs on	30.05.2018
c)	Date of opening of cover-1 (Technical bid) at 11:00hrs	02.06.2018
d)	Date of opening of cover-2 (price bid) of qualified bidders.	Would be intimated later

7.0 The tender is of two cover system. Tenders (both Cover-1 & 2) must be electronically submitted (online through internet) within the date and time published in e-procurement portal. First Cover of Tender will be opened at prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to be present at the office of the Executive Engineer (MSP) Y, Yelahanka Combined Cycle Power Plant , Karnataka Power Corporation Ltd., Doddaballapur Road, Yelahanka, Bengaluru - 560 064.

Opening of Cover-2, shall be intimated later.

GENERAL TERMS AND CONDITIONS:

1. PREAMBLE:

KPCL is in the process of establishing its Combined Cycle Power Plant as YCCPP at Doddaballapur Road, Yelahanka, Bengaluru, Karnataka State. The core activity of the plant is to generate electricity by using gas. The project is situated near Rail Wheel Factory on Doddaballapur Road, Yelahanka. First unit of 370 MW capacity is in the advanced stage of completion.

2. DEFINITION OF TERMS:

In construing these general conditions and the annexed specification, the following words shall have the meanings herein assigned to them unless there is something in the subject or context inconsistent with such construction.

- a) "**Corporation**" means Karnataka Power Corporation Limited.
- b) The "**Engineer**" shall mean the Chief Engineer (GSW), Karnataka Power Corporation Limited, or such other officer as may be duly authorised and appointed by the Corporation. The decision of the Chief Engineer (GSW) shall be final and binding on the contractor.
- c) The "**Purchaser/Employer**" shall mean the Executive Engineer (MSP) Y, Yelahanka Combined Cycle Power Plant, Karnataka Power Corporation Limited, or its assignees.
- d) The "**Supplier/Contractor**" shall mean the bidder / tenderer and shall include the contractor's legal representatives, successors and permitted assignees.
- e) The "**Subcontractor**" shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been sub-let with the consent in writing of the Engineer and the legal representatives, successors and assignees of such person.
- f) "**Equipment**", "**Materials**", "**Items**" shall mean the items to be supplied by the contractor under the Contract.
- g) The "**Contract**", shall mean and include the general conditions, specifications, schedules, drawings, form of tender, covering letter, schedule of prices, the final general conditions and any special conditions applying to the particular contract specification, and drawing and the final agreement to be entered.
- h) "**Specification**" shall mean the specifications annexed to these General Conditions, the schedules and drawings, if any.
- i) "**Site**" shall mean Yelahanka Combined Cycle Power Plant , Karnataka Power Corporation Ltd., Doddaballapur Road, Yelahanka, Bengaluru - 560 064, situated in Karnataka State.
- j) "**Tests on Completion**" shall mean such tests as are prescribed by the specification to be made by the contractor before the acceptance of the material by the purchaser.
- k) "**Guarantee period**" shall mean that the material supplied shall be guaranteed for satisfactory service as per the manufacturers terms.
- l) "**Month**" shall mean calendar month.
- m) "**Writing**" shall include any manuscript, typewritten or printed statement, under or over signature or seal as the case may be.



- n) **Persons**" shall include Firm, Company, Corporation and other body of persons whether incorporated or not.
- o) **"The Inspector"** shall mean the Purchaser for the time being or such other person as may be duly authorised and appointed in writing by the Purchaser to act as an Inspector for the purpose of the Contract.
- p) **"Approved"** shall mean the written approval of the Engineer or of the Inspector as the case may be.
- q) Words imparting the singular only shall also include the plural and vice versa, where the context requires.

3. BRIEF SCOPE OF WORK:

“Supply of Personal Protective Equipments to YCCPP-KPCL ”

4. PRE QUALIFICATION REQUIREMENTS:

The intending bidder shall satisfy the following minimum qualifying requirements;

- a) The bidder shall be a Manufacturer/ Authorised Supplier/ Stockist/ reputed trader of Personal Protective Equipments. Authorisation letter from manufacturing company shall be furnished in case of supply by authorised Supplier.
- b) The bidder should have successfully executed/ supplied Personal Protective Equipments, to any reputed organisation, in a single order of value not less than 1.1 Lakhs. Bidder shall furnish a copy of Purchase Order/ LOA.
- c) The bidder shall have proven financial capability and have a minimum average turnover of Rs. 2.2 Lakhs during any two financial years of the last five preceding years (2016-17, 2015-16, 2014-15, 2013-14 & 2012-13). The bidder shall furnish P&L statement/ audited balance sheet duly certified by a chartered accountant to establish annual turnover requirement.
- d) The bidder shall have valid GST registration & shall furnish copy of certificate as a documentary proof.

5. SPECIAL TENDER CONDITIONS:

- a) The bidder shall submit EMD of **Rs.5,500/-** in e-portal only.
- b) ***Bidder should submit the Make, Model Number, catalogues and the picture of the tendered item (Colour picture is preferred) along with the technical Bid.***
- c) ***The Prequalified bidders shall offer the sample for approval. Committee will inspect the sample. Price bid of the bidder whose samples are approved by the committee will only be opened. The offer of bidder, whose samples are not approved, will be liable for rejection.***
- d) ***The bidder shall quote for all the items of enquiry. If any bidder quotes for part items, Corporation reserves the right to accept or reject such offer.***
- e) Any deviation with regard to Technical specifications and Commercial terms & conditions, will be summarily rejected.
- f) The firms whose material supplied earlier to KPCL, that have found non standard / poor quality and / or the firms who had failed to execute the contract and / or whose contract performance with KPCL was not satisfactory will not be qualified.



6. CONTRACTOR TO INFORM FULLY HIMSELF:

The contractor shall deem to have carefully examined the conditions and Specifications. If he shall have any doubt as to the meaning of any portion of these conditions or of the specifications, he shall, before signing the contract, set forth the particulars thereof, and send them to the Engineer in writing, in order that such doubt may be removed.

7. FOR AND CONSIGNEE:

F.O.R: The material shall be delivered to YCCPP stores on Door delivery basis.

Consignee:

The Executive Engineer (MSP)Y,
Yelahanka Combined Cycle Power Plant,
Karnataka Power Corporation Ltd.,
Doddaballapur Road, Yelahanka,
Bengaluru - 560 064,
Karnataka - State.
Mob: 9480682807
Tel No. 080-28460974
Fax No.080-2460302

Note: Supplier shall inform in advance about despatch of material to purchaser.

8. TRANSIT RISK INSURANCE:

- a) The transit insurance from Ex- works up to FOR destination shall be arranged by the contractor / supplier under his own open cover policy. F.O.R. destination price shall also include the cost of Insurance. It shall therefore be the responsibility of the contractor to deliver the consignment on F.O.R. destination basis. Any loss or damage during transit shall be replaced by the contractor without waiting for insurance claim settlement from his under writers. The consignee will intimate the contractor of the loss / damage / shortage during transit on receipt and verification of Materials at site. The consignee will assist the contractor in getting the OD certificate from carrier's if considered necessary.
- b) In case the cases / consignments are received in damaged condition, the purchaser shall take carrier's certificate for the loss / damage while taking open delivery of various cases / consignments, which are found to be in damaged condition. The carrier's certificate along with the purchaser's inspection report will be forwarded to the contractor for arranging replacement.
- c) The contractor shall process all claims or damage/ shortage/loss after receipt of the relevant documents from the purchaser.

9. DELIVERY PERIOD:

The supplier shall deliver the materials within 45 days of placing order on them.

10. PAYMENT:

a) **PAYING AUTHORITY:**

All payments in respect of this contract will be effected by the **Assistant General Manager(F)Y**, Yelahanka Combined Cycle Power Plant, Karnataka Power Corporation Ltd., Yelahanka, Bengaluru - 560 064. While delivering the consignment, the contractor shall raise the bills in **QUADRUPPLICATE** in favour of paying authority and a copy shall be submitted to consignee.

b) PAYMENT:

100% Payment will be made by paying authority within 60 days after receipt, verification and inspection of the Materials at YCCPP site through cheque/ RTGS/NEFT.

IF ANY OTHER FORM OF PAYMENT IS INSISTED, CORPORATION RESERVES THE RIGHT OF LOADING THE ADDITIONAL COST TO ARRIVE AT THE LANDED COST WHICH MAY PLEASE BE NOTED.

11. VALIDITY PERIOD , PRICES / RATE, TAXES:

- a) The offer should be valid for a minimum period of 90 Days from the date of deadline for opening of tender.
- b) The unit rate shall be inclusive of all applicable Taxes, Transit risk Insurance, Packing & Forwarding and Freight charges, etc.
- c) No price variation clause will be entertained except statutory levies / taxes.

12. EARNEST MONEY DEPOSIT – EMD:

- a) Intending tenderers should pay **Rs.5,500/-** as EMD in e-portal only.
- b) No interest is payable to the bidders for the EMD amount.
- c) The supplier/contractor shall pay the Earnest Money Deposit in the e-Procurement portal using any of the following payment modes:
 - a) Credit Card.
 - b) Direct Debit.
 - c) National Electronic Fund Transfer (NEFT).
 - d) Over the Counter (OTC).
- d) Micro and Small Enterprises registered with NSIC under single point vendor registration scheme are exempted as per GO No. FD 130 Exp-12/2015 dt.08.09.2015.

OTC PAYMENT PROCEDURE:

If a contractor / supplier chooses to make payment of EMD / tender processing fees Over The Counter (OTC) in any of the designated ICICI Bank branches listed in the e-Procurement web-site (www.eproc.karnataka.gov.in), the contractor / supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT PAYMENT PROCEDURE:

If a contractor/supplier chooses to make payment of EMD / tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of

Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably, 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. In addition, the account number from which the fund was transferred has to be inputted in the e-Procurement system as part of its bid.

- a) The supplier / contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at **ICICI BANK**.
- b) EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:
 - i. The entire EMD amount for a particular tender has to be paid in a single transaction.
 - ii. For more details on e-payment, services, refer to e-procurement portal.

Note: In e-procurement portal, contractor has the option of withdrawing the bid by digitally signing to withdraw/ cancel bid before the bid submission time /Date.

FOR ANY HELP ON E-PAYMENT PLEASE CALL HELPLINE - 080-23010900/ 22485867 / 22485927.

13. SECURITY DEPOSIT:

The successful bidder, immediately after the receipt of the Purchase order, shall furnish Security Deposit of 5% value of the landing cost of the order (i.e. on all inclusive cost), in the form of DD or Bank Guarantee.

DD shall be in favour of **Assistant General Manager(F)Y, Yelahanka Combined Cycle Power Plant, KPCL**, payable at Bengaluru or the Bank Guarantee shall be in favour of Executive Engineer (MSP) Y, through a Nationalised / Scheduled Bank on Rs.200/- stamp paper as per the format prescribed by the Corporation and same shall be valid for entire Warranty/Guaranty period. No interest is payable to the contractor for the Security Deposit amount so furnished.

14. GUARANTEE:

The contractor shall guarantee quality, efficiency and performance standards of the equipment amongst other things as per the latest Industry Standards.

The contractor shall provide comprehensive warranty as per the manufacturer's standard, against any manufacturing defects or poor quality, non-functioning/ malfunctioning. In case the materials are found defective during the above guarantee period, the supplier shall replace the materials free of cost to the purchaser at site.

The warranty/guarantee should be Back to Back from OEM.

15. CONTRACT AGREEMENT:

The contractor shall execute an agreement with KPCL on a stamp paper purchased in Karnataka of value Rs.200/- in the prescribed format within one month from the date of letter of award. The cost of the stamp paper shall be borne by the Contractor. Failure to enter into Contract Agreement within one month of receipt of detailed purchase order will result in forfeiture of Earnest Money Deposit and cancellation of the order.



16. TENDER EVALUATION:

The tenders will be evaluated item wise like unit rate, taxes, insurance and supply up to F O R destination will be considered. KPCL reserves the right for evaluation of tender. Basic rate, taxation and freight, handling at site will be considered for evaluation.

Further, the agency shall quote unit rate on FOR destination basis i.e., inclusive of all applicable taxes, P&F, freight and insurance charges in e-portal only.

17. DEDUCTIONS OF AMOUNT:

Any amount or amounts which becomes due and payable to the KPCL from Tenderer, shall be deducted from any amount or amounts becoming due and payable to Tenderer under this or any other contract with KPCL.

18. DELIVERY:

All the items shall be supplied within 30 days on issue of order.

Supplier shall strictly adhere to the agreed delivery schedule. In case there is a delay in delivery of the material beyond the stipulated contractual delivery period, the contractor while claiming payment against the despatch, shall arrange deduction of the amount equivalent of the penalty amount for the late delivery portion applicable as per the rates stipulated in the contract. The issue of the levy of penalty will be taken up separately only after completion of supplies and further action on withheld payment will be taken up as per KPCL's procedures.

The quantities shown in the schedule are only indicative, approximate and are liable for variation up to 25% either way.

19. QUALITY OF MATERIALS / SPECIFICATIONS:

If the materials supplied are found to be substandard, the materials will be rejected and action will be taken as per conditions of purchase order. Materials should be made of best quality in accordance with the specification duly indicating IS code, make, brand etc.

The supplier shall arrange to collect the rejected materials and replace the same with approved quality materials at their risk and cost, within the period of being informed in writing.

20. TEST CERTIFICATES:

All test conducted as per the relevant standards shall be furnished. The supplier shall provide these test certificates without extra cost. In case KPCL desires to send their representative for witnessing the tests, the supplier shall arrange to perform the tests in the presence of KPCL representative.

21. INSPECTION:

The purchaser reserves the right for inspection of material and witnessing the tests, if considered necessary. For this purpose, the Contractor shall notify the Purchaser two weeks in advance, the time and place of manufacture and test. Pre-dispatch inspection certificate shall be furnished.

22. SUBLETTING OF CONTRACT:

The Supplier shall not, without the consent in writing of the Engineer or Purchaser, which shall not be unreasonably withheld, assign or sublet his Contract, or any substantial part thereof, other than raw materials for minor details, or for any part of the work of which the makers are named in the contract, provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

23. PATENT RIGHTS:

In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement of any patent rights in respect of supplies or things used or supplied by the Contractor under this contract or in respect of any method of using or working by the Purchaser of such material or thing used or supplied by the Contractor under this contract, the Contractor shall indemnify the Purchaser against all costs and expenses arising from or incurred by reason of any such claim. The Purchaser shall notify the Contractor immediately whenever any claim is made. The Contractor may, if he so desires and shall if so required by the Purchaser, and with the assistance of the Purchaser defend such claim at the Contractor's own expenses or carry on negotiations for settlement of the claim.

24. DEATH, BANKRUPTCY, ETC.:

If the Contractor dies or commits any act of bankruptcy or being a Corporation goes into liquidation except for reconstruction purposes or if his or its business is carried on by a receiver, the executors, successors, or other representatives in lieu of the estate of the Contractor or any such receiver, liquidator, or any person in whom the Contract may become vested, shall forthwith give notice thereof in writing to the Purchaser and shall for one month, during which he shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the Contract subject to his or their providing such guarantees as may be required by the Purchaser but not exceeding the value of the work for the time being remaining un-executed. In the event of the stoppage of the works, the period of option under this clause shall be 14 days only, if, should the above option not be exercised, the Purchaser may determine the Contract by a notice in writing to the Contractor. The power and provisions reserved to the Purchaser in the last preceding clause on the taking of the work out of the Contractors hands, shall apply as for may be when the Contract is so determined.

25. PENALTY FOR LATE DELIVERY:

- a) If the supplier fails to supply the materials within the stipulated delivery period or any extension thereof, the supplier shall be liable for a penalty of ½% of the contract price of the material for each week of delay subject to a maximum of 5% of the contract value.
- b) Security deposit will be forfeited if the tenderer fails to supply the ordered materials and the agency will be black listed.

26. REJECTION OF DEFECTIVE MATERIALS:

- a) The purchaser will verify / inspect the materials after receipt at Stores. Purchaser shall decide and notify in writing to the contractor about damage / shortage / rejections etc., If the materials or any portion thereof, is found defective, or fails to fulfil the requirements of the contract, the Purchaser shall give the contractor notice setting forth such defects or failure, and the contractor shall forthwith make the defective equipment or material good, or alter the same to make it comply with the requirement of the contract. Should he fail to do so within reasonable time, the purchaser may reject and replace at the cost of the contractor, the whole or any portion of the equipment or material, as the case may be which is defective or fails to fulfil the requirements of the contract. Such replacement shall be carried out by the purchaser within a reasonable time and at a reasonable price and where reasonably possible to the same specification and under competitive conditions. The contractor's full and extreme liability under this clause shall be specified by the payment to the purchaser of the extra cost, if any, of such replacement delivered as provided for in the original contract. Such extra cost being the ascertained, differences between the prices paid by the purchaser, under the provisions above mentioned for such replacement and the contract price for the material so replaced and the repayment of any sum paid by the purchaser to the contractor, in respect of such defective material. Should the purchaser not

to replace the rejected material within a reasonable time the Contractor's full and extreme liability under this clause shall be satisfied by the repayment of all money paid by the purchaser to him in respect of such material.

- b) In the event of such rejection, the Purchaser shall be entitled to the use of the material in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement material. During the period the rejected material is used commercially, the contractor shall not be entitled to any payment for such use.

27. TENDER REJECTION:

The tender shall be rejected immediately, if the tender is:

- a) From Tenderer who do not meet the Pre-qualifying requirements.
- b) From any black listed firm or contractor.
- c) From Tenderer whose past performance is not satisfactory.
- d) Not in conformity with the tender terms and conditions.

28. FORCE MAJEURE:

If at any time during the continuance of the work the performance in whole or in part by either party of any obligation under this contract, shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemic, quarantine restrictions or other acts of GOD, actions by Government or any agency thereof, strike and lockouts (hereinafter referred to as eventualities) then, provided notice of the happenings of any such eventuality given by either party to the other within 15 (Fifteen) days from the date of occurrence thereof, neither party shall, by reason of such eventualities be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and construction work under this contract shall be resumed as soon as practicable after such eventualities has come to an end or cease to exist. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least 90 days, both the parties should consult each other regarding the further implementation of the contract, provided always that, if no mutually agreed arrangement is arrived at within a period of 30 days from the expiry of 90 days referred to above, the contract shall be deemed to have expired at the end of the said 90 days referred above. The above mentioned expiry of contract will imply that both the parties have the obligation to reach an agreement regarding the winding up and financial settlement of the contract. In case of force majeure events of duration less than 90 days, suitable extension of the contract period will be considered without any compensation.

29. COMMERCIAL & TECHNICAL DEVIATION:

No deviation will be accepted and that conditional tenders will be summarily be rejected. Hence, the Tenderer are requested to get all the doubts clarified before submitting the tender. Deviation if any from the technical specification given which provides improvement in the functioning of the equipment shall be clearly brought out with their advantages.

30. ENGINEER'S DECISIONS:

In all matters in respect of the tender, the decision of The Chief Engineer (GSW), KPCL, Yelahanka shall be final and binding on the Contractor.

- 31.** Bids submitted within the scheduled date and time shall only be eligible for further processing of the bids. Any bid submitted after the date and time specified shall be rejected even if it is accepted by the e-portal. Date and time stamp of the e-portal system shall be final in deciding the



time of submission of bid. Decision of the Corporation in this regard shall be final and acceptable to all the bidders.

32. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which, the bids are liable for disqualification.
33. Price bid of tenderers who have furnished all the documents to meet the qualification criteria, technically and commercially responsive will only be opened.
34. The tender shall be valid for 90 days from the date of opening of Cover-1 of the bid.
35. KPCL reserves the right to verify any information/documents furnished by the bidder should the circumstances so warrant. In case the information or the documents furnished are found to be incorrect/false or invalid then the EMD furnished by such bidder shall be forfeited. The registration of such tender shall also be cancelled.
36. Bids with stipulation for settlement of disputes through Arbitration will be rejected.
37. Corporation reserves the Right to reject any or all the tenders without assigning any reasons. However, in all cases KTPP act shall be followed.
38. Any other information required may be obtained from the office of the undersigned during office hours.
39. Corrigendum/modification/corrections, if any, will be published in the website only. For any clarification on e-procurement or request for e-procurement training, bidder can contact HP HELPDESK at – 080-22485927/22485867.

40. SUITS OR PROCEEDINGS:

Any legal suit or proceedings arising out of the contract shall be instituted exclusively in the Law Court at Bengaluru, Karnataka state only.

Note: - If any of these terms and conditions is not clear / acceptable to a supplier or he wishes that some other terms and conditions should also be accepted, he should specifically raise the issue / get clarification before quoting the rates from office of the Executive Engineer (MSP)Y, Yelahanka Combined Cycle Power Plant, Yelahanka, Bengaluru during working hours.

41. Institution of Suits:

Any suit or any proceedings arising in any respect under this contract shall be subject to Jurisdiction in law courts at Bengaluru, Karnataka only. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the clause of action might arise within the jurisdiction of any such courts.

**Executive Engineer (MSP)Y,
YCCPP-KPCL**