

**Karnataka Power Corporation Limited**  
(A Government of Karnataka Enterprise)



**Bid Notification No. A1L/Systems/Consumables/2018-19/149      Date:13.07.2018**

**Bid document for Annual rate contract for supply of consumables of  
Printers/Fax machine and Pen drives.**

**Office of the  
Superintending Engineer (Systems)  
Karnataka Power Corporation Limited  
2<sup>nd</sup> floor, Trade Centre Building  
No.116/2, Race Course Road  
Bengaluru-560001.**

**KARNATAKA POWER CORPORATION LIMITED**  
**(A Government of Karnataka Enterprise)**

**Abstract Bid Notification**

**(Two Cover System)**

**Through e-Procurement Portal only**

**Bid Notification No.: A1L/Systems/Consumables/2018-19/149      Date:13.07.2018**

Bids are invited from qualified bidders for “**Annual Rate Contact for supply of consumables of Printers/Fax machines and Pen-drives**” The tender document could be downloaded from the website <https://www.eproc.karnataka.gov.in>.

The last date for receipt of completed bids, **Technical bid (Cover-1)** and **Price bid (Cover-2)**, is **up to 17.00 hrs on 13 .08.2018**.

**Estimated Amount Rs.10 lakh inclusive of 18%GST, considering sum of all consumables unit rate multiplied by two consumables each.**

Further details can be obtained from the office of the;

Superintending Engineer (Systems)  
Karnataka Power Corporation Limited  
2<sup>nd</sup> Floor, Trade Centre Building  
No.116/2, Race Course Road  
Bengaluru-560001.

Phone No : 080-22284956  
E-mail : [sesystems@karnatakapower.com](mailto:sesystems@karnatakapower.com)  
Website : [www.karnatakapower.com](http://www.karnatakapower.com)

**KARNATAKA POWER CORPORATION LIMITED**  
(A Government of Karnataka Enterprise)

**Brief Bid Notification**

(Two Cover System)

**Through e-Procurement Portal only**

**Bid Notification No.:A1L/Systems/Consumables/2018-19/149**

**Date:13.07.2018**

- 1.0** Bids are invited from qualified bidders for “Annual Rate Contract for supply of consumables of Printers/Fax machines and Pen-drives”.
- 2.0** Bid documents may be downloaded from Government of Karnataka e-Procurement website <https://www.eproc.karnataka.gov.in> under login for contractors.
- 3.0** After login to contractors, please scroll down to the right side bottom to see List of tenders, please 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 bidders who wish to participate should remit **on-line transaction fee** for tender after registering in the portal. The transaction fee is non-refundable.
- 4.0** Brief scope of work:
  - a) Supply of consumables of Printers/Fax machine and Pen drives.
  - b) Replacement of any defective items supplied, if any.
- 5.0** Bids shall be submitted electronically only within the due date and time published in e-procurement portal <https://www.eproc.karnataka.gov.in>.
- 6.0** Bid **Technical bid (Cover-1)** will be opened at prescribed time and date in the e-procurement portal, in the presence of the bidders who wish to attend at the office of the Superintending Engineer (Systems), Karnataka Power Corporation Limited, 2<sup>nd</sup> floor, Trade Centre Building, No.116/2, Race Course Road, Bengaluru-560001. Date of opening of **Price bid (Cover-2)** will be intimated later to qualified bidders.
- 7.0 Validity:** The Bid submitted shall be kept **valid for 180 days** from the date of opening of Cover-1 of the Bid.
- 8.0** Bids shall be accompanied by **Earnest Money Deposit of Rs.25,000/-** (Rupees twenty five thousand only) and shall be kept valid for 180 days from the date of opening of **Technical bid (Cover-1)**, which should be paid online through e-Procurement portal using any of the following payment modes:
  - 8.1 Credit Card
  - 8.2 Debit card
  - 8.3 National Electronic Fund Transfer (NEFT)
  - 8.4 Over the Counter (OTC) (only through designated branches of ICICI Bank)

## 9.0 Calendar of events:

a)	Date of float of NIT through e-procurement portal.	13.07.2018
b)	Last date for receipt of pre bid query, if any, up to 15:00 hrs	24.07.2018
c)	Pre bid meeting, if required, at 11:00 hrs.	25.07.2018
d)	Publishing of clarifications to pre bid queries, if any	07.08.2018
e)	Last date for receipt of completed bids for both Technical bid (Cover-1) and Price bid (Cover-2) up to 17:00 hrs.	13.08.2018
f)	Date of opening of Technical bid (Cover-1) at 11:00 hrs.	16.08.2018
g)	Date of opening of Price bid (Cover-2) of qualified bidders.	Will be intimated later

## 10.0 Qualification Criteria: The following are the qualification criteria:

- a) Bidder shall be authorized channel partners/dealers of M/s HP, shall have executed at least one similar order of State/ Central Government/ PSU with order value not less than Rs.5,00,000/- in single Purchase order/ Annual Rate Contract order for supply of consumables during last five financial years (i.e. 2013-14 to 2017-18). **Bidder shall furnish one single order copy for supply of consumables with order value not less than Rs.5,00,000/- in single order and Authorization letter from M/s HP.**
- b) Bidder shall have an average annual turnover of Rs.10,00,000/- in any two financial years, during previous five financial years (i.e. 2013-14 to 2017-18). **Bidder shall furnish Profit and Loss statement duly certified by the Chartered Accountant**

**13.0** Those bidders whose contracts have been terminated/fore closed by KPCL or whose performance has not been found satisfactory while executing contracts with KPCL during the last three years are not eligible to bid

**14.0** The bidder shall quote for all items in the tender. Bids not covering the entire scope will be treated as incomplete and are liable to be rejected in terms of the “Karnataka Transparency in Public Procurement Act”.

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

**16.0** The tender is on two cover system consisting of **Technical bid (Cover-1)** and **Price bid (Cover-2)**.

**17.0** The Bidder should upload scanned copies of the following documents:

### A. **Technical bid (Cover-1) shall contain the following:**

- a) Bidder shall be authorized channel partners/dealers of M/s HP, shall have executed at least one similar order of State/ Central Government/ PSU with order value not less than Rs.5,00,000/- in single Purchase order/ Annual Rate Contract order for supply of consumables during last five financial years (i.e. 2013-14 to 2017-18). **Bidder shall furnish one single order copy for supply of consumables with order value not less than Rs.5,00,000/- in single order and Authorization letter from M/s HP.**
- b) Bidder shall have an average annual turnover of Rs.10,00,000/- in any two financial years, during previous five financial years (i.e. 2013-14 to 2017-18). **Bidder shall furnish Profit and Loss statement duly certified by the Chartered Accountant.**
- c) Authorization letter from M/s HP.
- d) Bidder shall furnish the notarized declaration on Rs.200/- stamp paper purchased in Karnataka, stating that their contracts have not been subject to forfeiture of

EMD/foreclosure/termination of our Contract in KPCL or Government or any other utility and we have not been blacklisted for participating in tender by KPCL or Government or any other utility in India during the past three years as specified in **Annexure-1**.

- e) Form of Bid as specified in **Annexure-2** of bid document.
- f) Bidder profile as specified in **Annexure-3** of bid document.
- g) Technical compliance as specified in **Annexure-4** of Bid document.
- h) Income tax PAN.
- i) GST registration certificate.
- j) Instruction for uploading price bid as indicated in **Section-IV** of Bid Document.

**B. Price bid (Cover-2):** Price bid only fulfilling instructions for uploading price bid as specified in **Section-IV** of bid document.

**18.0** Bids shall be accompanied by **Earnest Money Deposit (EMD)** should be paid online through e-procurement portal in any of the above payment modes. The EMD of shall be valid for **180 days** from the date of bid opening of **Technical bid (Cover-1)**.

**19.0** 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-procurement portal. Date and time stamp of the e-procurement 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.

**20.0** Price bid shall be uploaded in e-procurement portal only in the space provided for uploading "FINANCIAL BID DOCUMENTS" in the website itself.

**21.0** Price bid of tenderers who have furnished all the documents to meet the qualification criteria, technically and commercially responsive will only be opened. Corporation reserves the Right to reject any or all the tenders without assigning any reasons. However, in all cases KTPP act shall be followed.

**22.0** Corrigendum/modification/corrections, if any, will be published in the website <https://www.eproc.karnataka.gov.in> only. Any other information required may be obtained from the office of the Superintending Engineer (Systems), Karnataka Power Corporation Limited, 2<sup>nd</sup> floor, Trade Centre Building, No.116/2, Race Course Road, Bengaluru-560001, during office hours.

**Superintending Engineer (Systems)**  
**Karnataka Power Corporation Limited**

## INSTRUCTION TO BIDDERS

### 1.0 GENERAL INSTRUCTIONS:

- 1.01 Karnataka Power Corporation Limited (KPCL) herein after called the Corporation invites bids for the scope of work detailed in the accompanying specifications.
- 1.02 The Superintending Engineer (Systems), Karnataka Power Corporation Limited or his authorized representative will receive bids through e-procurement portal of GoK. All bids shall be prepared and submitted in accordance with the bid instructions.
- 1.03 Bids submitted within the scheduled date and time shall only be eligible for further processing of the bids. Date and time stamp of the e-procurement 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.
- 1.04 The Corporation at its discretion may extend the last date for the submission of bids and/or may amend the bidding documents in accordance with **clause 4.05** of this section-“Instruction to Bidders”, in which case all rights and obligations of the Corporation and Bidders previously subject to the last date shall thereafter be subject to the last date extended.
- 1.05 The Bidders shall bear all costs associated with the preparation and uploading of bids to e-procurement portal and the Corporation shall in no case be responsible or liable for these costs.
- 1.06 No bid shall be considered which does not bear the signature, address and company seal at the bottom of each page of the bid including the schedule in which the rates are entered. **Bids with major deviations are not acceptable. Deviation against terms of payment, delivery schedule, force majeure, Contract agreement and performance security, suit or proceedings, performance particulars of goods to be supplied, performance guarantee clauses of bid document constitutes major deviation.**
- 1.07 The Bidder is required to supply the actual quantities that are finally required and ordered during the contract period.
- 1.08 The Corporation does not bind itself to accept the lowest or any bid and reserves the right to select from any bid, only such equipment/material and services as may be considered expedient to accept.
- 1.09 If any material/equipment ordered is required to be supplied earlier, the Contractor shall comply with such direction as issued by the Corporation.
- 1.10 No enhancement of rates once accepted will be considered during the currency of contract, except as provided in the contract.
- 1.11 In case of a dispute regarding the conformity of supplies with the approved quality and/or the performance of the contract, the decision of the Corporation is final.
- 1.12 The Corporation reserves the right to accept any or reject any/or all the bids. However, reasons for rejection would be recorded as per KTPP act.
- 1.13 Incomplete Bids and/or bids not accompanied by the Earnest Money Deposit (EMD) will not be accepted and the Corporation will not be responsible for delays in uploading of documents or incorrect uploading of documents, if any.

## **2.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 2.01 The bidder may modify or withdraw his bids after the bid submission, provided that such modification or withdrawal is uploaded in e-portal prior to the deadline prescribed for the submission of bids.
- 2.02 Bidder's modification or withdrawal notice shall be prepared, sealed, marked and uploaded to e-portal in accordance with the provision therein.
- 2.03 No bid is allowed to be modified after the last date for submission of bids.

## **3.0 GENERAL CONDITIONS:**

- 3.01 Bidders shall quote in Indian Rupees only.
- 3.02 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.
- 3.03 Price bid shall be uploaded in e-procurement portal only in the space provided for uploading "FINANCIAL BID DOCUMENTS" in the website itself.
- 3.04 Price bid of tenderers who have furnished all the documents to meet the qualification criteria, technically and commercially responsive will only be opened.
- 3.05 Corporation reserves the Right to reject any or all the tenders without assigning any reasons, however, in all cases KTPP act shall be followed.
- 3.06 The Corporation reserves the right to verify any information/documents furnished by the Bidder should the circumstances so warrant. In case on detailed verification/investigation, the information or the documents furnished are found to be incorrect or false or invalid then the EMD furnished by such bidder will be forfeited.

## **4.0 BID DOCUMENTS:**

- 4.01 The scope of supply/work, bidding procedures and contract terms are prescribed in the bidding documents which consists of following parts:
  - a) Brief Bid Notification
  - b) Instructions to Bidders.
  - c) Section I - General conditions of contract.
  - d) Section II - Special conditions of contract.
  - e) Section III- Technical specifications.
  - f) Section IV - Instructions for uploading price bid.
  - g) Annexures, etc.
- 4.02 Bidder is expected to examine all instructions to bidders, Section-I to Section-IV and Annexures in the Bid document. In case of failure to furnish all information required in the Bid document or submission of Bid not substantially responsive in the view of the Corporation to the requirement in the Bid document, the bids are liable to be rejected as per the terms of the Karnataka Transparency in Public Procurement Act.
- 4.03 **Pre bid meeting:** A pre bid meeting will be held at the office of the Superintending Engineer (Systems), Karnataka Power Corporation Limited, 2<sup>nd</sup> floor, Trade Centre Building, No.116/2, Race Course Road, Bengaluru-560001 and all the bidders who have downloaded the bid documents could attend the pre-bid meeting. The purpose of the pre bid meeting is to clarify the Commercial and Technical Condition of the bid document, if any. The clarification as sought by the bidders through e-procurement portal and the

clarification issued by the Corporation shall be published in e-procurement portal and shall form a part of Bid document. The clarification or questions raised in the pre bid meeting and the answer or clarification issued by the Corporation shall also be included in the pre-bid meeting recordings that form a part of bid document.

- 4.04 **Clarification on bidding document:** Prospective bidders requiring any further information or clarification on the bidding documents may notify in writing to the Corporation as per calendar of events of the tender. The Corporation will respond to any request for information or clarification on the bidding documents. The Corporation's response/clarification will be posted in e-procurement portal. These responses/clarifications furnished by the Corporation will form a part of bidding document.
- 4.05 **Amendment to bidding document:** At any time prior to the dead line for submission of bids, the Corporation may, for any reason, whether on its own initiative, or in response to a clarification requested by the prospective bidders, modify the bidding document by an amendment which will be notified in e-procurement portal and this amendment will be binding on them.
- 4.06 Verbal clarifications and information given by the Corporation or its employees or its representatives shall not in any way be binding on the Corporation

#### **5.0 SUBMISSION OF BIDS:**

- 5.01 The Bidder should submit the offer in two parts (Two cover system):
- a) Cover-1 -Technical bid.
  - b) Cover-2 - Price bid.
  - c) Both Cover-1 and Cove-2 shall be submitted together before the last date & time fixed for receiving the bids.
- 5.02 The bids shall be prepared by typing and posted on e-procurement portal. The quoted rates shall be in both figures and words.
- 5.03 The bid prepared by the Bidder, all correspondence and documents relating to the bid shall be written in the English language. If any printed literature furnished by the bidder is written in any other language, it shall be accompanied by an English translation of its pertinent passages, duly certified by the bidder's authorized signatory, in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 5.04 Bidder's bid and the document attached there too shall be considered as forming part of contract document.
- 5.05 Any bid which is not submitted in accordance with the instructions stipulated above is liable for rejection. Incomplete bids/ e-mail bids/ bids not accompanied with EMD/ belated bids will not be accepted.

#### **6.0 SIGNATURE OF BIDS:**

- 6.01 The Bid must contain the name, residence and place of business of the person or persons submitting the bid and must be signed. The name of the person signing should be typed or printed below the signature.
- 6.02 Bids by a Corporation/Company shall be signed by the authorized persons of the bidding business entity indicating their proper legal name.
- 6.03 The Bidder's name stated in the proposal shall be the exact legal name of the firm.



6.04 Erasures or other changes in the bid shall be initiated by the person signing the bid

6.05 Bids not conforming to the above requirements are liable to be rejected.

**7.0 LOCAL CONDITIONS:**

7.01 It is imperative for each bidder to fully inform himself of all local conditions and factors which may have an effect on the execution of the scope of work covered under Bid document by inspecting the site of work.

7.02 It must be understood and agreed that all the factors that may have an effect on the execution of the scope of work have been properly investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under this specification and document will be permitted by the Corporation. Neither any change in time schedule of the contract nor any financial adjustment arising thereof, which are based on the lack of such clear information or its effect on the cost of supply and services to the bidder shall be permitted by the Corporation.

**8.0 EARNEST MONEY DEPOSIT (EMD):**

8.01 EMD as indicated in the Brief bid notification shall accompany each bid.

8.02 EMD shall be paid online through e-Procurement portal using any of the payment modes indicated in the Brief bid notification.

8.03 Bids not accompanied by the requisite EMD shall be summarily rejected.

8.04 If the bidder withdraws his bid before the expiry of the bid validity period prescribed in the bid then EMD will be forfeited as liquidated damages.

8.05 The EMD furnished by unsuccessful bidders will be returned, only after the award of contract and entering in to agreement with the successful bidder.

8.06 For the successful bidder, the EMD will be returned, only after entering into contract with Corporation as per the agreement format enclosed.

8.07 No interest is payable to the bidders for the Earnest Money Deposit amount.

**9.0 INFORMATION REQUIRED WITH THE BID:**

9.01 Any bid not containing sufficient descriptive material to describe accurately the equipment, shall be treated as incomplete and is liable to be rejected as per terms of Karnataka Transparency in Public Procurement Act. Such descriptive material and drawings submitted by the Bidder shall be retained by the Corporation. The departure from the specifications are not normally acceptable unless it is found advantageous to the Corporation.

9.02 Oral statements made by the bidder or his representatives at any time regarding the quality, quantity of equipment or any other matter shall not be considered.

9.03 Standard catalogue pages and other documents of the bidder may be used in the bid to provide additional information and data as deemed necessary by the bidder.

**10.0 BID OPENING:**

10.01 **Technical bid (Cover-1)** will be opened first in the presence of bidders who choose to be present at the time of bid opening at the date, time and the address as indicated in the notice inviting bids/brief bid notification.

10.02 Documents furnished will be scrutinized to determine the bidders meeting the qualification criteria. **Price bid (Cover-2)** of only those Bidders who are qualified as per qualification criteria stipulated in the NIT, would be opened. The date of opening of **Price bid (Cover-2)** will be intimated to qualified bidders.

- 10.03 If the bid opening day turns out to be a holiday for some reason, then the bids will be opened on the following working day at the same time and location.
- 10.04 The Bidders name, technical offers made, presence/absence of EMD and other details as the Corporation or Bidder may consider appropriate will be read out during opening of **Technical bid (Cover-1)** and prices of main and alternative Bids (if any), discount offered, if any will be read out during opening of **Price bid (Cover-2)**.
- 10.05 Corporation reserves the right to request for additional information and also reserves the right to reject the proposal of any bidders, if in its opinion, the qualification and other data is incomplete.

#### **11.0 PRELIMINARY EXAMINATION:**

- 11.01 The Corporation will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 11.02 Arithmetical errors will be rectified on the following basis.
- a) If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, unit price shall prevail and the total price shall be corrected.
  - b) If there is discrepancy between the total bid amount and the sum total price of items forming the total bid amount, the sum total price of items shall prevail.
  - c) If there is any discrepancy between the amount indicated in figures and that indicated in words, the lower of the two shall be considered.
- 11.03 Prior to the detailed evaluation, the Corporation will determine the substantial responsiveness of each bid to the bidding documents. The substantial responsiveness will be in terms of the Karnataka Transparency in Public Procurement Act and incomplete bids are liable to be rejected. The tenders will be evaluated based on the price bids only without considering the commercial deviations taken by different bidders. If the lowest bidder does not agree to withdraw the deviations, the Corporation reserves the right to negotiate with the next lowest bidder. Bidders shall have no claim for consideration on the ground that notwithstanding their higher price, they are fully compliant with commercial conditions.

**12.0 POLICY 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 Corporation 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 Corporation and/ or its employees on matters related to the bids under consideration. The Corporation, if necessary will obtain clarifications on the bids by requesting such information from any or all the bidders as may be necessary. The Bidder shall not be permitted to change the substance of the bid after the bid has been opened.

#### **13.0 EFFECT AND VALIDITY OF BID:**

- 13.01 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against the Corporation for rejection of his Bid. The Corporation shall always be at liberty to reject or accept any Bid or all the Bids at its sole discretion and any action will not be

called in to question and the bidder shall have no claim in this regard against Corporation.

- 13.02 The bids shall be kept valid for a period of 180 days from the date of opening the bids (Cover-1). Corporation may seek extension of validity period of the bid and validity period of BG furnished towards EMD from the bidders for the completion of the evaluation, if it is not completed within the initial validity period of the bid.

**14.0 EVALUATION AND COMPARISON OF BIDS:**

- 14.01 The Bids which are found substantially responsive and accepted will be evaluated by Corporation to ascertain the lowest technically acceptable bid.
- 14.02 Prices quoted in the price schedules shall be considered.
- 14.03 In case of arithmetical error, the rectified price as indicated in **clause 11.02** above will be considered for evaluation.
- 14.04 In order to bring all bids on par the loading will be considered to arrive at evaluated price.

**15.0 CONTRACT PERFORMANCE GUARANTEE (SECURITY DEPOSIT):**

- 15.01 For the due and faithful performance of the contract, the bidder/shall furnish a performance guarantee (Security deposit) for 10% of contract value in the form of Bank Guarantee (by any Scheduled or Nationalised Bank as per KPCL format enclosed as **Annexure-A**) on a non-judicial stamp paper of Rs.100/- only, within 30 days after the issue of purchase order. The bank guarantee shall be valid for a period of 15 months.
- 15.02 The performance guarantee will be returned to the Contractor on successful completion of the contract period.
- 15.03 No interest is payable on the contract performance guarantee.

- 16.0 CONTRACT AGREEMENT:** The successful bidder shall sign the contract agreement within 30 days of the receipt of purchase order on a Non Judicial stamp paper of Rs.200/- (Rupees two hundred only) purchased in Karnataka as per the format enclosed as **Annexure-B**.

**Superintending Engineer (Systems)  
Karnataka Power Corporation Limited**

## SECTION-I

### GENERAL CONDITIONS OF CONTRACT

#### 1.01.0 DEFINITION OF TERM:

- 1.01.1 **In construing these general conditions of contract and the annexed** specification the following words shall have the meanings here in assigned to them unless there is something in the subject or context inconsistent with such construction.
- 1.01.2 **Approved** shall mean the written approval of the Corporation or its authorized representative.
- 1.01.3 **Bid** shall mean the proposal/document, the Bidder submits in the requested and specified form in the specification.
- 1.01.4 **Bidder** shall mean the firm who quotes against bid notification.
- 1.01.5 **Contractor** shall mean the successful bidder whose bid has been accepted by the Corporation and shall include his heirs, legal representatives, successors and permitted assigns.
- 1.01.6 The **Contract** shall mean and include the general conditions, Special conditions, technical specifications, price schedules, form of bid, covering letter, any special conditions applicable to the particular bid specifications and the final agreement to be entered into as per **clause no. 1.05.0** of the general conditions of contract.
- 1.01.7 **Contract period** shall mean shall mean the start date and end date of the contract indicated in the **order**. The contract period may be extended, if required at the discretion of the corporation, if found satisfactory.
- 1.01.8 **Contract price** shall mean the price referred to in the order and agreed to in the contract document.
- 1.01.9 **Correspondence** shall mean any letter, fax, e-mail or other written communication related to the contract but excluding notices.
- 1.01.10 **Corporation** shall mean Karnataka Power Corporation Limited (KPCL) on whose behalf the bid notification is issued by its representative and shall include its successors, assigns as well as its authorized officer/representative.
- 1.01.11 The **Engineer** shall mean Superintending Engineer (Systems), Karnataka Power Corporation Limited, 2<sup>nd</sup> floor, Trade Centre Building, No.116/2, Race Course Road, Bengaluru-560001 or such officer as may be duly authorized and appointed in writing by the Purchaser to act as Engineer for the purpose of the Contract. In case where no such Engineer has been so appointed, the word Engineer shall mean the purchaser or his duly authorized representatives.
- 1.01.12 **Goods** shall mean the equipment machinery and/or other materials which Bidder is required to supply under contract.
- 1.01.13 **Instruction** shall mean the direction, details and explanation issued by the Corporation from time to time during the contract period.
- 1.01.14 **Order** shall mean the official notice issued by the Corporation notifying the Bidder that his proposal has been accepted and that the Bidder is required to sign the contract agreement.

- 1.01.15 **Month** shall mean the calendar month and **Day** shall mean the calendar day.
- 1.01.16 **Notice in writing** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address, or the registered office of the addressee and shall be deemed to have been received when the ordinary course of post it would have been delivered.
- 1.01.17 **Materials or Equipment or Works** shall mean the goods to be supplied and service to be provided by the Bidder under the contract.
- 1.01.18 **Specification** shall mean collectively, all the terms and stipulations contained in those portions of the Bid document and such amendments, deletion, additions, revisions as may be made in the agreement in regard to the method and manner of performing the 'works' or supply of equipment's& product support to be furnished under this 'contract'.
- 1.01.19 **Writing** shall include any manuscript typewritten, printed statement under or over signature and seal as the case may be.
- 1.01.20 Words imparting 'person' shall include firm, company, Corporation and association or bodies of individuals whether incorporated or not.
- 1.01.21 Words imparting 'singular' shall also include plural and vice versa where the context so requires.
- 1.02.0 SCOPE OF THE CONTRACT:**
- 1.02.01 Supply of consumables of Printers/Fax machine and Pen drives.
- 1.02.02 Replacement of any defective items supplied, if any.
- 1.03.0 BIDDER TO INFORM HIMSELF FULLY:** The Bidder shall be deemed to have carefully examined the conditions and specifications. If he shall have any doubt, as to the meaning of any portion of the contract documents he shall before signing the contract set forth the particulars thereof and submit them to the Corporation in writing in order that such doubts may be clarified or removed. Corporation will provide such clarification as may be necessary in writing to the Bidder. Any information otherwise obtained by the Corporation shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the contract.
- 1.04.0 COMPLETENESS OF CONTRACT:** The contract shall be complete and shall include all accessories which even though not specifically mentioned in these specifications, schedules, drawings etc., and are essential for the satisfactory operation of the equipment as a whole. The Bidder shall co-operate fully with the other contractors while erection, testing & commissioning of the entire equipment which shall be completed in all respects.
- 1.05.0 CONTRACT AGREEMENT AND PERFORMANCE GUARANTEE:**
- 1.05.01 **Performance Guarantee (Security deposit):** For the due and faithful performance of the contract, the contractor shall furnish a performance guarantee (Security deposit) for 10% contract value in the form of Bank Guarantee (by any Scheduled or Nationalised Bank as per KPCL format enclosed as **Annexure-A**) on a non-judicial stamp paper of Rs.100/- only, within 15 days after the issue of order. The bank guarantee shall be valid for a period of 15 months.

1.05.02 **Contract Agreement:** The Contract agreement shall be signed on Rs.200/- stamp paper purchased in Karnataka between the Contractor and the Corporation and the performance guarantee shall be furnished in the prescribed form simultaneously by the contractor for the proper fulfillment of the contract. Contract agreement shall be signed within 30 days of issue of order. The expenses for preparation and stamping of contract agreement shall be to the account of the Contractor. The Corporation shall be furnished free of cost an executed stamped counterpart of the agreement. Each copy of the agreement shall comprise of the agreement together with its Annexures viz., Sections-I, II, III and IV with annexures, etc. The proforma of the contract agreement is enclosed as **Annexure-B**.

1.05.03 Performance Guarantee will be returned to the Contractor on successful completion of the contract period.

**1.06.0 MANNER OF EXECUTION OF CONTRACT:**

1.06.01 The Contractor after the receipt and acceptance of the work order' shall send one set of the final contract agreement to the Corporation for the scrutiny and approval. The agreement shall be signed on a date and time to be mutually agreed within the specified period of 15 days. The Contractor will present himself for signing with "performance guarantee" and power of attorney and other requisite material.

1.06.02 The agreement will be signed in one original copy. Contractor will be provided with one copy of the agreement and the original will be retained by the Corporation.

1.06.03 **Subsequent to signing of the contract, the Contractor at his own cost shall provide the Corporation 30 copies of the agreement within 15 days of the signing of the contract.**

**1.07.0 EFFECT AND JURISDICTION OF CONTRACT:**

1.07.01 The contract shall be considered as having come into force from the date of issue of purchase order by the Corporation to the Contractor. The law applicable to this contract is the law in force in India.

1.07.02 Any suit or proceedings arising out of this contract shall be initiated in the appropriate law courts at Bengaluru.

**1.08.0 INFORMATIONS/CLARIFICATIONS:** It is the responsibility of the Contractor to obtain/ furnish the required information/ clarifications and also fulfil the other contractual obligations well in time so that the delivery does not get affected.

**1.09.0 PATENT RIGHTS AND ROYALTIES:**

1.09.01 Royalties and fees for patents covering materials, articles, apparatus, devices, equipment's or processes used in the 'works' shall be deemed to have been included in the contract prices. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Corporation indemnified in that regard. The Contractor shall at his own cost and expense, defend all suits or proceedings that may be initiated for alleged infringement of any patent involved in the 'works' and in case of any award of damages, the contractor shall pay for such award. In the event of any suit or proceedings instituted against Corporation, the same shall be defended at the cost and expenses of the Contractor who shall also satisfy/comply any decree, order or award made against the Corporation. But it shall be understood that no such machine, equipment, work, material or thing has been used by the Corporation for any purpose or any manner other than that for which they

have been furnished and installed by the contractor and specified under these specifications. Final payment or any payment to the Contractor by the Corporation will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment or any part thereof furnished by the Contractor is in such suit or proceedings held to constitute infringement, and its use is enjoyed, the Contractor shall at his opinion and at his own expense, either procure for the Corporation the right to continue use of said equipment or part thereof, replace it with non-infringing equipment or modify it, so it becomes non infringing.

1.09.02 The Contractor shall indemnify and keep indemnified the Corporation its successors and assignees for and against any and all claims, suits, damages, losses, action, demands, costs, charges, royalties and expenses arising from or for infringement real or claimed, copy rights or other protected rights, if any, of designs, plans, devices, machine drawings or in respect of the material supplied by the Contractor are found to have infringed any rights.

1.09.03 In the event of any claim being made or action being brought against the Corporation in respect of any of the matters referred in clause above, the Contractor shall promptly be notified and he shall at his own expense conduct all negotiations and settlement of the same and any litigation that may arise there from.

**1.10.0 TIME IS THE ESSENCE OF CONTRACT:** The time of completion of the supplies as stipulated by the Corporation in the bid specification and accepted by the Bidder shall be deemed to be the essence of 'Contract'. The Contractor shall so organize his resources and perform his work so as to complete it not later than the date agreed.

**1.11.0 CONTRACT PRICE:** The price quoted in Indian Rupees by the Bidder in his bid with any addition and deletion as may be agreed to before signing the 'Contract' for the entire scope of work as per schedules enclosed and as detailed in the Bid documents shall be treated as contract price.

**1.12.0 CONTRACT PERIOD:** Contract period shall be for a period of one year. The contract period may be extended, if required at the discretion of the corporation, if found satisfactory.

**1.13.0 DEDUCTION FROM THE CONTRACT PRICE:** All costs, damages or expenses, which Corporation may have paid for which under the 'contract', the Contractor is liable, will be claimed by the Corporation. All such claims will be deducted from any money due or becoming due under law or otherwise, the clarification/explanation for such deduction made by the Corporation will be furnished to the Contractor.

**1.14.0 LIABILITY FOR ACCIDENT AND DAMAGES:** Under the contract the Contractor shall be totally responsible for all loss or damage to the equipment/ material until the same is delivered to site.

**1.15.0 DELIVERY PERIOD:** Within **05 (Five) working days** from the date of request for supply of consumables.

**1.16.0 FORCE MAJEURE:**

1.16.01 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Corporation as the case may be which they could not be foreseen or with reasonable amount of diligence could not have been foreseen and which substantially affect the performance of maintenance contract such as :

- a) Natural phenomena including but not limited to floods, earth quakes and epidemics.
- b) Act of any Government, including but not limited to war declared or undeclared.
- c) Riot and Civil commotion.
- d) Transportation delay due to above force majeure clause under a, b and c and any other National level strike by the Transporters. Provided either party shall within 15 (fifteen) days of occurrence of such cause, notify the other in writing of such causes.

1.16.02 The Contractor or the Corporation shall not be liable for delays in performing his obligation resulting from any force majeure cause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time without any price escalation of any sort even though such cause may occur after the Contractor's performance of his obligation has been delayed for other causes.

1.16.03 If the performance in whole or part by the Contractor or any obligation under the contract is prevented or delayed by Force Majeure condition for a period exceeding 120 days, the Corporation may at its option, terminate the contract by notice in writing.

**1.17.0 TERMINATION OF CONTRACT:** The Corporation may terminate the contract after giving seven days' notice, if any of the following occurs:

1.17.01 The Contractor (being an individual or a firm) commits any act of insolvency.

1.17.02 Shall be adjudged an insolvent or shall make an assignment or composition for the greater part in number of amount of his creditors or shall enter into a deed of assignment with his creditors.

1.17.03 Being an incorporated company shall have an order made against him or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily or if the official assignee of the Contractor shall repudiate the contract or if the official assignee or the liquidator in any such winding up shall be unable, within seven days after the notice to him requiring him to do so to show to the reasonable satisfaction of the Corporation that he is able to carry out and fulfill the contract and if required by the Corporation to give security thereof.

1.17.04 If the Corporation certifies in writing that in its opinion, the Contractor;

- a) has abandoned the contract or
- b) has failed to commence the 'work' or has without any lawful excuse under these conditions suspend the progress of the 'works' for seven days after receiving from the Corporation written notice to proceed.
- c) has failed to proceed with the works with due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
- d) has failed to remove material from site or to pull down and replace works within seven days after receiving from the Corporation written notice that the said material or work were condemned and rejected by the Corporation under these conditions or



- e) has neglected or failed persistently to observe and perform all or any of the act, matters or things by this contract to be observed and performed by the Contractor for seven days after written notice have been given to the Contractor requiring the Contractor to observe and perform the same.
- f) has to detriment of good workmanship or in defiance of the Corporation's instruction to the contrary, sub contracted part of the contract.
- g) has failed to perform any other obligation under contract
- h) has failed to rectify/make good his failures within a period of 7 days.
- i) has failed to supply of consumables of Printers/Copiers/Fax machine and Pen drives within 15 days and such incidents are more than 3 times during contract period then the contract is liable to be terminated.

Then in any of the said causes, the Corporation may, notwithstanding any previous waiver after giving seven days' notice in writing to the Contractor determine the "contract" but without thereby affecting the obligation and liabilities of the Contractor; the whole of which shall continue to be in force as fully as if the 'contract' had not been so determined and as if the 'works' subsequently executed has been executed by or on behalf of the Contractor.

- 1.17.05 On termination of the 'Contract' for any cause, the Contractor shall see to the orderly suspension and termination of operation with due consideration to the interest of the Corporation with respect to completion, safeguarding or storing of equipment produced for the performance of the "Contract" and the salvage and resale thereof.
- 1.17.06 Notwithstanding anything indicated above, corporation reserves right to terminate the contract due to unforeseen reasons on mutually agreed terms or by giving 15 day's notice.

#### **1.18.0 VARIATIONS:**

- 1.18.01 No alteration, amendments, omission, additions or variation (herein after referred to as variations) under the contract as detailed in the 'contract' documents shall be made unless directed in writing by the Corporation. The Corporation shall have full powers subject to the provision herein after contained from time to time during the execution of Contract to make such variation without prejudice to contract. The Bidder shall carryout such variation and be bound by the same condition as though the said variation occurred in the contract documents. If any suggested variation would be in the opinion of the Contractor, if carried out prevent him from fulfilling any of his obligation or guarantees under the contract he shall notify the Corporation thereof in writing or the Corporation shall decide forthwith whether or not the same shall be carried out and if the Corporation confirms its instruction, the Contractor's obligation and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.
- 1.18.02 In the event of Corporation requiring any variation, such reasonable and prompt notice shall be given to the Contractor to enable him to work his arrangement.
- 1.18.03 In any case in which the Contractor has received instructions from Corporation as to the requirement of carrying out the altered or additional substitute work the addition or deletion of the scope of work will be governed by the unit price indicated in the price schedule.

1.18.04 As per the KTPP act [Chapter VI rule 12 (5)], “Tender accepting Authority shall be ordinarily permitted to vary the quantity finally ordered only to the extent of twenty-five percent either way of the requirement indicated in the tender documents”.

**1.19.0 REPLACEMENT OF DEFECTIVE/ DAMAGED PARTS AND MATERIALS:**

1.19.01 Contractor shall be totally responsible for all loss or damage to the equipment until the equipment is delivered to site.

1.19.02 If the materials/equipment or any portion thereof is damaged or lost during transit the Contractor shall immediately arrange to replace these materials/equipment without waiting for insurance or any other claims without unnecessary delay in use.

1.19.03 Contractor shall supply original make consumables only. If found that refilled cartridges or duplicate consumables have been supplied, appropriate action such as imposition of penalty and cancellation of contract as the competent authority deem fit will be taken against defaulting firm.

1.19.04 The materials supplied should be quality/branded items from the OEMs.

**1.20.0 REJECTION OF DEFECTIVE EQUIPMENT:**

1.20.01 If the material/equipment, or any portion thereof is found defective, or fails to fulfill the requirement of the contract, the Corporation shall give the Contractor notice setting forth such defects of failure, and the Contractor shall forthwith make the defective equipment good, or alter the same to make it comply with the requirement of the contract. Should he fail to do so within a reasonable time, the Corporation may reject and replace at the cost of the Contractor, the whole or any portion of the equipment, as the case may be which is defective or fails to fulfill the requirements of the contract. Such replacement shall be carried out by the Corporation 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 satisfied by the payment to the Corporation of the extra cost, if any, of such replacement delivered as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the Corporation. Under the provisions above mentioned, for such replacement and the contract price for the equipment so replaced and the repayment of any sum paid by the Corporation to the Contractor in respect of such defective equipment. Should the Corporation not so replace the rejected equipment within a reasonable time, the Contractor's full and extreme liability under this clause shall be satisfied by the repayment of all the money paid by the Corporation to him in respect of such equipment.

1.20.02 In the event of such rejection, the Corporation shall be entitled to the use of the equipment in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement equipment. During the period the rejected equipment is used the Contractor shall not be entitled to any payment for such use.

**1.21.0 DEFENCE OF SUITS:**

1.21.01 If any action in court is brought against the Corporation, an officer or agent of the Corporation for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants of things under the ‘contract’ or for damage of injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his sub-contractor or in connection with any claim based on

lawful demands of sub-contractor, workmen, contractors or employees, the Contractor shall in all such cases indemnify and keep the corporation and/or its representative harmless from all losses, damages, expenses or decrees arising out of such action.

1.21.02 The Corporation shall have full power and right at its discretion to defend or compromise any suit or pay claim or demand brought or made against him as aforesaid whether pending or threatened, as he may consider necessary or desirable and shall be entitled to recover from the Contractor all sums of money including the amount of damages and compensation and all legal costs, charges and expenses in connection with any compromise or award which shall not be called into question by the Contractor and shall be final and binding upon the Contractor.

**1.22.0 CORRESPONDENCE:**

1.22.01 All correspondence shall be in English and furnished in two legible copies by the fastest means. The Contractor shall comply with the requirement of Engineer regarding the number of invoices, dispatch and other documents and authorities to whom all correspondence are required to be sent.

1.22.02 Any notice to the Contractor under the terms of the 'Contract' shall be served by registered mail or by hand at the Contractors principal place of business.

1.22.03 Any notice to the Corporation shall be served by the Contractor's principal office in the same manner.

**1.23.0 SUB CONTRACT:** Contractor shall not be allowed to transfer, assign, pledge or sub-contact its rights and liabilities under this contract to any other Firm/Company/Agency without the prior written consent of the Corporation. The contact person (owner/firm) should be available on direct telephone/mobile for contacting in emergent cases.

**1.24.0 LOCAL CONDITIONS:** It will be imperative on each bidder/contractor to fully inform himself of all local conditions and factors which may have an effect on the execution of the scope of work covered under Bid document.

**1.25.0 NOTICES:** Any notice given by one party to the other pursuant to this Contract shall be sent in writing. Written notice shall be deemed to have been duly served if delivered to the individual or to a member of the firm or an officer of the Contractor of the Corporation for whom it is intended or if delivered at, or sent by mail, telegraph or cable to the last business address of the said Contractor or Corporation address as indicated in contract. A notice shall be effective when delivered or on the notices effective date, whichever is later.

**Superintending Engineer(Systems)  
Karnataka Power Corporation Limited**

## SECTION-II

### SPECIAL CONDITIONS OF THE CONTRACT

- 2.00.0 SCOPE:** This section of the specification deals with the special conditions of contract in addition to those stipulated in Section-I "General conditions of contract", Section-III "Technical specifications" and Section-IV Price schedule. Section-I and Section-II shall be deemed to form part of the detailed technical specifications at Section-III. It will be taken for granted that the contractor is in full agreement with the conditions of section I, II and III including bidding conditions.
- 2.01.0 PRICES:** The price shall remain FIRM throughout the contract period. Any variation in rates of taxes, duties and levies will be reimbursed on production of documentary evidence during the contract period only. Applicability of GST and any other taxes, duties, levies, cess, etc. shall be clearly indicated in the bid and it will be considered for evaluation accordingly.
- 2.02.0 TAX STRUCTURE:**
- 2.02.1 Goods and Service Tax (GST): Applicable rate of Goods and Services Tax rate shall be clearly indicated in the bid.
- 2.03.0 VARIATIONS:**
- 2.03.1 **Taxes & duties:** Any variation in rates of taxes, duties and levies, or any new taxes, duties and levies, will be reimbursed on production of documentary evidence during the contractual delivery period only. However in respect of delay in supplies, variation in taxes and duties beyond the contractual delivery period would be limited at the rates prevailing on the last date of the contractual delivery period.
- 2.03.2 **Income Tax:** Income tax and other taxes if any to be deducted at source as per the statues in force in India shall be deducted at source from the invoices at the rates prevailing from time to time. TDS certificate for the deductions made would be issued to the contractor.
- 2.04.0 TERMS OF PAYMENT:** Payment within 30 days after satisfactory supply of materials and receipt of invoice in triplicate.
- 2.05.0 CONSIGNEE:** Consignee offices are as detailed below:
- 2.05.1 Shakthi Bhavan, Karnataka Power Corporation Limited, No.82, Race Course Road, Bengaluru –560001.
- 2.05.2 Trade Centre Building, Karnataka Power Corporation Limited, No.116/2, Race Course Road, Bengaluru –560001.
- 2.05.3 Sudarshan complex, Karnataka Power Corporation Limited, No.22/23, Sheshadri Road, Bengaluru –560009.
- 2.05.4 YCCPP, DG Plant premises, Karnataka Power Corporation Limited, SN Halli Post, Yelahanka, Bengaluru-560064.

**2.06.0 PAYING AUTHORITY:**

**I. For Karnataka Power Corporation Limited Offices:**

The Finance Director  
Karnataka Power Corporation Limited,  
No.82, Shakthi Bhavan  
R.C. Road  
Bengaluru-560001

**II. For Raichur Power Corporation Limited Offices at Bengaluru:**

The General Manager (Finance)  
Ground Floor,  
Sudarshan complex,  
Raichur Power Corporation Limited,  
No.22/23, Sheshadri Road,  
Bengaluru -560009.

**III. For Yelahanka Combined Cycle Power Plant Offices at Yelahanka, Bengaluru:**

The Assistant General Manager (Finance)  
YCCPP, DG Plant premises  
Karnataka Power Corporation Limited  
SN Halli Post  
Yelahanka,  
Bengaluru-560064.

**2.07.0 RAISING OF BILLS:** Bills in triplicate shall be raised in favour of paying authority and submitted to the respective indenting offices.

**2.08.0 TRANSPORTATION:** Transportation of materials/equipment's/items up to destination inclusive of packing, forwarding, freight and insurance shall be the responsibility of the contractor.

**2.09.0 INSURANCE:**

2.09.1 In case, the case/consignments are received in damaged condition, the Corporation 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. On intimation the Contractor shall visit the site for joint inspection and arrange for replacement.

2.09.2 In case of boxes received in externally good condition, the corporation shall take delivery of the cases and on intimation the contractor shall visit the site for joint inspection and shall accept all claims in to with regard to shortages/damages as claimed by the Corporation.

2.09.3 The contractor shall process all claims or damage/ shortage/loss after receipt of the relevant documents from the Corporation.

2.09.4 Contractor shall arrange, secure and maintain insurance as may be necessary to protect his interests and the interest of the Corporation against all risks till supply, installation and commissioning. However, no documentary proof need to be furnished for releasing payment.

**2.10.0 RELEASE OF INFORMATION:** The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other

reproductions of the work under this 'Contract' or descriptions of the site, dimensions, quantity, quality or other information, concerning the works without prior written permission of the Corporation.

- 2.11.0 COMPLETION OF CONTRACT:** Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiry of contract period.
- 2.12.0 ARBITRATION:** Any dispute or difference or claim arising out of or in connection with or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rule 2012 by one or more arbitrators appointed in accordance with its rules.
- 2.13.0 SUIT OR PROCEEDINGS:** Any suit or proceedings arising out of this contract shall be instituted at Law court in Bengaluru, Karnataka state.
- 2.14.0 IDENTIFICATION:** The representative of the contractor shall present with the identification representing their firm.

**Superintending Engineer(Systems)  
Karnataka Power Corporation Limited**

## Section-III

### Technical Specifications

#### Annual rate contract for supply of consumables of Printers/Fax machine and Pen drives

Sl. No.	Printer/Copier consumable particulars	Consumable Part No.
1	Black Cartridge of HP IJ 1180C,1280, 9300, 1125C	51645AA
2	Color Cartridge of HP IJ 920C, 1180C, 1280, 9300	C6578DA
3	Black Cartridge of HP OJ K7108,7100,9808	C8767ZZ (853)
4	Color Cartridge of HP OJ K7108,7100,9808	C9363ZZ (857)
5	Black Cartridge of HP Business IJ 1000	C4836AA
6	Color Cartridge of HP Business IJ 1000	C4837AA or C4838AA or C4839AA
7	Black Cartridge of HP LJ 1536dn	CE278DA
8	Black Cartridge of HP LJ 1010, 1012, 1015,1015P, 1018, 1020, 1022N, 1050, All in one 3055, 3052	Q2612AC
9	Black Cartridge of HP LJ 5100, 5000	C4129X
10	Black Cartridge of HP LJ P2055dn, P2050 series	CE505AC
11	Black Cartridge of HP LJ 3005 DN	Q7551A
12	Black Cartridge of HP LJ 5200DN, 5200LE	Q7516A
13	Black Cartridge of HP LJ P1007/P1008	CC388AC
14	Black Cartridge of HP LJC 1215, CP1515N	CB540A
15	Color Cartridge of HP LJC 1215, CP1515N	CB541A or CB542A or CB543A
16	Black Cartridge of HP DJ 1050-C	C4871A
17	Color cartridge of HP DJ 1050-C	C4872A or C4873A or C4874A
18	Black Cartridge of HP DJ 1050-C Printer Head	C4820A
19	Color Printer head of HP DJ 1050-C	C4821A or C4822A or C4823A
20	Black Cartridge of HP DJ T-1120-C	C9370A
21	Color Cartridge of HP DJ T-1120-C	C9371A or C9372A or C9373A or C9374A
22	Black Printer head of HP DJ T-1120-C	C9380A
23	Color Printer head of HP DJ T-1120-C	C9383A or C9383A
24	Black Cartridge of HP CP2025DN	CC530A
25	Color Cartridge of HP CP2025DN	CC531A or CC532A or CC533A
26	Black cartridge of HP M128fn	CZ184A
27	Black cartridge of HP M476dw	CF380A
28	Color cartridge of HP M476dw	CF381A or CF382A or CF383A
29	Black cartridge of HP M276DN, M251N	CF210A
30	Color cartridge of HP M276DN, M251N	CF211A or CF212A or CF213A
31	Black cartridge of HP LJ 226dn	CC388A
32	Black Cartridge of HP LJC 1215, CP1515N,CP1525N	CE320A
33	Color Cartridge of HP LJC 1215, CP1515N, CP1525N	CE321A or CE322A or CE323A
34	Black Cartridge of HP CP1025nw color	CE914A
35	Colour Cartridge of HP CP1025nw color	CE321A or CE322A or CE323A
36	Black Cartridge of Samsung LJ ML2245 series	MLT106
37	LIPI T6050	Cartridge
38	TALLY MT691	Cartridge
39	Toner cartridge of Brother Fax MFC7360	TN450
40	Film roll of Panasonic Fax KX-FP701	Film roll box (2 nos)
41	Film roll of Panasonic Fax KX-FL-422cx	Film roll box (2 nos)
42	Film roll of Panasonic Fax KX-FM-387	Film roll box (2 nos)
43	Black Cartridge of Samsung Fax SCX4720FN	
44	Canon LBP 2900	103/303/703

45	Black Cartridge of HP LJ 227sdn	CF230A
46	Black Cartridge of HP DJ 510 Plotter	CH565A
47	Colour Cartridge of HP DJ 510 Plotter	C4913A or C4912A or C4911A
48	Black cartridge of HP CLJ Pro CP5225dn	CE740A
49	Color cartridge of HP CLJ Pro CP5225dn	CE741A or CE742A or CE743A
50	Black cartridge of HP LJ Pro P1606dn	CE278A
51	Black cartridge of HP OJ 7000	CD975AA
52	Color cartridge of HP OJ 7000	CD972AA or CD973AA or CD974AA
53	Black cartridge of HP T1300PS Plotter	C9403A
54	Color cartridge of HP T1300PS Plotter	C9371A or C9372A or C9373A or C9374A
55	Black Printer Head of HP T1300PS Plotter	C9380A
56	ColorPrinter Head of HP T1300PS Plotter	C9383A or C9384A
57	Black ribbon cartridge of WeP LQ1050 +DX DMP	High density
58	Black cartridge of Pro 400, HP-M452dn	CE410A
59	Color cartridge for Pro 400,HP-M452dn	CE411A or CE412A or CE413A
60	Black cartridge for HP LJ M128fw	CC388A
61	Black Cartridge of HP LJ 1505, P1505, M1522NF	CB436A
62	Black Cartridge of HP M775dn LJ Pro MFP	CE340AC
63	Color Cartridge of HP M775dn LJ Pro MFP	CE341AC or CE342AC or CE343AC
64	Black Cartridge of HP M377dw LJ Pro MFP	CE410A
65	Color Cartridge of HP M377dw LJ Pro MFP	CE411AC or CE412AC or CE413AC
66	Black Toner of Lexmark MS 310dn Laser Jet	50F3HOE
67	Imaging Unit of MS 310dn Laser Jet	50F0Z00
68	Black Toner of Lexmark W850dn Laser Jet	W850H21G
69	Photo conductor Drum of W850dn Laser Jet	W850H22G
70	Black Toner of Lexmark C925de Color Laser Jet	C925H2KG
71	Imaging Unit Black of C925de Laser Jet Printer	C925X72G
72	Color Toner of Lexmark C925de Color Laser Jet	C925H2CG or C925H2MG or C925H2YG
73	Imaging Unit Color of C925 Laser Jet	C925X73G or C925X74G or C925X75G
74	Black Toner of Lexmark CS310n Color Laser Jet	70C8HKE
75	Color Toner of Lexmark CS310n Color Laser Jet	70C8HCE or 70C8HME or 70C8HYE
76	Black & Color Developer for CS310n Laser Jet	70C0D10 or 70C0D20 or 70C0D30 or 70C0D40
77	Black Toner of Lexmark MX310dn MFP	60F3HOE
78	Imaging Unit of MX 310dn Laser Jet	50F0Z00
79	Black ribbon cartridge of WeP HQ4400	High density
80	8 GB Pendrive - HP/Transcend/Scandisk/Moserbaer	8 GB
81	16 GB Pendrive - HP/Transcend/Scandisk/Moserbaer	16 GB
82	32 GB Pendrive - HP/Transcend/Scandisk/Moserbaer	32 GB
83	64 GB Pendrive - HP/Transcend/Scandisk/Moserbaer	64 GB
84	128 GB Pendrive - HP/Transcend/Scandisk/Moserbaer	128 GB
85	Seagate/WD 1TB Backup Plus Slim USB 3.0 Portable 2.5 Inch External HDD	1 TB

**Superintending Engineer (Systems)  
Karnataka Power Corporation Limited**



## **Section-IV**

### **Instruction for uploading price bid in e-procurement portal**

1. The price shall remain FIRM throughout the contract period. Any variation in rates of taxes, duties and levies will be reimbursed on production of documentary evidence during the contract period only.
2. Applicability of GST and any other taxes and duties shall be clearly indicated both in %age and amount.
3. The charges towards Freight & Insurance shall be limited to the price quoted. The contractor need not furnish any documentary evidence toward Freight & Insurance.
4. Bidders shall quote item wise unit rate in e-procurement portal for all items in the tender as per technical specifications as specified in **Section-III** of bid document.
5. Bidder shall indicate HSN code as per GST.
6. The approximate annual requirement would be 971 nos. of consumables for all items considered together during contract period of one year, request for actual requirement of consumable will be placed from time to time during contract period through e-mail or letter by the indenting office.

Prices in e-procurement portal are uploaded as per instruction indicated above, technical specifications specified in Section-III and other bid conditions in specified in bid document.

Signature of the Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Company seal

Date:

with full address: \_\_\_\_\_

**Annexure-1**

**Ref. Bid Notification No.: A1L/Systems/Consumables/2018-19/149      Date:13.07.2018**

**NOTORIZED DECLARATION**

(Declaration by the bidder shall be duly signed by the Notary on Rs.200/- stamp paper purchased in Karnataka).

I, \_\_\_\_\_ declare that M/s.....  
have not been subject to forfeiture of EMD/foreclosure/termination of our Contract in Karnataka Power Corporation Limited or Government or any other utility and we have not been blacklisted for participating in tender by Karnataka Power Corporation Limited or Government or any other utility in India during the past three years.

Signature of the Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Company seal

Date:

with full address: \_\_\_\_\_

**Annexure-2**

**Ref. Bid Notification No.: A1L/Systems/Consumables/2018-19/149      Date:13.07.2018**

To:  
The Superintending Engineer (Systems)  
Karnataka Power Corporation Limited  
2<sup>nd</sup> floor, Trade Centre Building  
No.116/2, Race Course Road  
Bengaluru-560001.

Sir,

**Sub: From of bid.**

We hereby bid in the Schedule subject to the under mentioned conditions of Contract:

1. This bid will hold good for a period of **180 days** from the date fixed for opening of Technical bid (Cove-1).
2. We certify that product offered by us will strictly conform to the specifications of the enquiry or to such modifications thereof as have been fully explained in the bid.
3. The **Annual rate contract for supply of consumables of Printers/Fax machine and Pen drives** for a period of one year, and extension if any.
4. We note that, withdrawal from this BID within the period referred to in Clause (1) or failure to supply and install the materials offered in the BID and accepted by the Superintending Engineer (Systems), Karnataka Power Corporation Limited, 2<sup>nd</sup> floor, Trade Centre Building, No.116/2, Race Course Road, Bengaluru-560001, by forfeiting EMD or levy of penalty as stipulated in the BID.
5. We also note that the Superintending Engineer (Systems), Karnataka Power Corporation Limited does not bind himself to accept the lowest or any bid and reserves the right to consider/reject any or all the bids.
6. We hereby agree to all the terms and conditions of the bid excepting those which are specifically commented upon by us. We also note that the Superintending Engineer (Systems), reserves the right to place orders for a portion of the items and/or quantities.
7. Price bids uploaded as per the instructions for uploading Price bid in Section-IV of the bid document.

Yours faithfully,

Signature of the Bidder:\_\_\_\_\_

Name:\_\_\_\_\_

Designation:\_\_\_\_\_

Place:

Company seal

Date:

with full address: \_\_\_\_\_

**Annexure-3**

**Bidder profile  
(on a letter head)**

Sl. No.	Particulars	Compliance/ Remarks
1)	Name of the firm:	
2)	Registered office address of the firm:	
3)	Office address of the firm in Bengaluru (Mandatory):	
4)	Similar orders executed in State /Central Government/ PSU during last 5 years with order amount 2 lakh or more, indicating order no, date, amount and client details of 3 orders shall be furnished.	a) b) c)
5)	Support escalation matrix contact details: Level 1: Level 2: Level 3:	
6)	Contact person name: Designation: Telephone No.: Mobile no: Fax No: E-mail id: Website URL:	

Signature of the Bidder:\_\_\_\_\_

Name:\_\_\_\_\_

Designation:\_\_\_\_\_

Place:

Company seal

Date:

with full address:\_\_\_\_\_

**Annexure-4**

**Technical compliance**

Sl. No.	Particulars	Part No./ Description	Complied or Not Complied	Yield (No. of A4 size copies per unit @ 5% coverage)
1	Black Cartridge of HP IJ 1180C,1280, 9300, 1125C	51645AA		
2	Color Cartridge of HP IJ 920C, 1180C, 1280, 9300	C6578DA		
3	Black Cartridge of HP OJ K7108,7100,9808	C8767ZZ (853)		
4	Color Cartridge of HP OJ K7108,7100,9808	C9363ZZ (857)		
5	Black Cartridge of HP Business IJ 1000	C4836AA		
6	Color Cartridge of HP Business IJ 1000	C4837AA or C4838AA or C4839AA		
7	Black Cartridge of HP LJ 1536dn	CE278DA		
8	Black Cartridge of HP LJ 1010, 1012, 1015,1015P, 1018, 1020, 1022N, 1050, All in one 3055, 3052	Q2612AC		
9	Black Cartridge of HP LJ 5100, 5000	C4129X		
10	Black Cartridge of HP LJ P2055dn, P2050 series	CE505AC		
11	Black Cartridge of HP LJ 3005 DN	Q7551A		
12	Black Cartridge of HP LJ 5200DN, 5200LE	Q7516A		
13	Black Cartridge of HP LJ P1007/P1008	CC388AC		
14	Black Cartridge of HP LJC 1215, CP1515N	CB540A		
15	Color Cartridge of HP LJC 1215, CP1515N	CB541A or CB542A or CB543A		
16	Black Cartridge of HP DJ 1050-C	C4871A		
17	Color cartridge of HP DJ 1050-C	C4872A or C4873A or C4874A		
18	Black Cartridge of HP DJ 1050-C Printer Head	C4820A		
19	Color Printer head of HP DJ 1050-C	C4821A or C4822A or C4823A		
20	Black Cartridge of HP DJ T-1120-C	C9370A		
21	Color Cartridge of HP DJ T-1120-C	C9371A or C9372A or C9373A or C9374A		
22	Black Printer head of HP DJ T-1120-C	C9380A		
23	Color Printer head of HP DJ T-1120-C	C9383A or C9383A		
24	Black Cartridge of HP CP2025DN	CC530A		
25	Color Cartridge of HP CP2025DN	CC531A or CC532A or CC533A		
26	Black cartridge of HP M128fn	CZ184A		
27	Black cartridge of HP M476dw	CF380A		
28	Color cartridge of HP M476dw	CF381A or CF382A or CF383A		
29	Black cartridge of HP M276DN, M251N	CF210A		

30	Color cartridge of HP M276DN, M251N	CF211A or CF212A or CF213A		
31	Black cartridge of HP LJ 226dn	CC388A		
32	Black Cartridge of HP LJC 1215, CP1515N,CP1525N	CE320A		
33	Color Cartridge of HP LJC 1215, CP1515N, CP1525N	CE321A or CE322A or CE323A		
34	Black Cartridge of HP CP1025nw color	CE914A		
35	Colour Cartridge of HP CP1025nw color	CE321A or CE322A or CE323A		
36	Black Cartridge of Samsung LJ ML2245 series	MLT106		
37	LIPI T6050	Cartridge		
38	TALLY MT691	Cartridge		
39	Toner cartridge of Brother Fax MFC7360	TN450		
40	Film roll of Panasonic Fax KX-FP701	Film roll box (2 nos)		
41	Film roll of Panasonic Fax KX-FL-422cx	Film roll box (2 nos)		
42	Film roll of Panasonic Fax KX-FM-387	Film roll box (2 nos)		
43	Black Cartridge of Samsung Fax SCX4720FN			
44	Canon LBP 2900	103/303/703		
45	Black Cartridge of HP LJ 227sdn	CF230A		
46	Black Cartridge of HP DJ 510 Plotter	CH565A		
47	Colour Cartridge of HP DJ 510 Plotter	C4913A or C4912A or C4911A		
48	Black cartridge of HP CLJ Pro CP5225dn	CE740A		
49	Color cartridge of HP CLJ Pro CP5225dn	CE741A or CE742A or CE743A		
50	Black cartridge of HP LJ Pro P1606dn	CE278A		
51	Black cartridge of HP OJ 7000	CD975AA		
52	Color cartridge of HP OJ 7000	CD972AA or CD973AA or CD974AA		
53	Black cartridge of HP T1300PS Plotter	C9403A		
54	Color cartridge of HP T1300PS Plotter	C9371A or C9372A or C9373A or C9374A		
55	Black Printer Head of HP T1300PS Plotter	C9380A		
56	ColorPrinter Head of HP T1300PS Plotter	C9383A or C9384A		
57	Black ribbon cartridge of WeP LQ1050 +DX DMP	High density		
58	Black cartridge of Pro 400, HP-M452dn	CE410A		Not applicable
59	Color cartridge for Pro 400,HP-M452dn	CE411A /CE412A /CE413A		Not applicable
60	Black cartridge for HP LJ M128fw	CC388A		Not applicable
61	Black Cartridge of HP LJ 1505, P1505, M1522NF	CB436A		Not applicable
62	Black Cartridge of HP M775dn LJ Pro MFP	CE340AC		Not applicable

63	Color Cartridge of HP M775dn LJ Pro MFP	CE341AC or CE342AC or CE343AC		
64	Black Cartridge of HP M377dw LJ Pro MFP	CE410A		
65	Color Cartridge of HP M377dw LJ Pro MFP	CE411AC or CE412AC or CE413AC		
66	Black Toner of Lexmark MS 310dn Laser Jet	50F3HOE		
67	Imaging Unit of MS 310dn Laser Jet	50F0Z00		
68	Black Toner of Lexmark W850dn Laser Jet	W850H21G		
69	Photo conductor Drum of W850dn Laser Jet	W850H22G		
70	Black Toner of Lexmark C925de Color Laser Jet	C925H2KG		
71	Imaging Unit Black of C925de Laser Jet Printer	C925X72G		
72	Color Toner of Lexmark C925de Color Laser Jet	C925H2CG or C925H2MG or C925H2YG		
73	Imaging Unit Color of C925 Laser Jet	C925X73G or C925X74G or C925X75G		
74	Black Toner of Lexmark CS310n Color Laser Jet	70C8HKE		
75	Color Toner of Lexmark CS310n Color Laser Jet	70C8HCE or 70C8HME or 70C8HYE		
76	Black & Color Developer for CS310n Laser Jet	70C0D10 or 70C0D20 or 70C0D30 or 70C0D40		
77	Black Toner of Lexmark MX310dn MFP	60F3HOE		
78	Imaging Unit of MX 310dn Laser Jet	50F0Z00		
79	Black ribbon cartridge of WeP HQ4400	High density		
80	8 GB Pendrive - HP/Transcend/Scandisk/Moserbaer	8 GB		
81	16 GB Pendrive HP/Transcend/Scandisk/Moserbaer	- 16 GB		
82	32 GB Pendrive HP/Transcend/Scandisk/Moserbaer	- 32 GB		
83	64 GB Pendrive HP/Transcend/Scandisk/Moserbaer	- 64 GB		
84	128 GB Pendrive HP/Transcend/Scandisk/Moserbaer	- 128 GB		
85	Seagate/WD 1TB Backup Plus Slim USB 3.0 Portable 2.5 Inch External HDD	1 TB		

Note: If any of the toner/ink cartridges found faulty or yield is less than 75% of yield indicated in the offer then the bidder shall replace the same at free of cost.

Yours faithfully,

Signature of the Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Place

Date:

Company seal  
with full address: \_\_\_\_\_

## Annexure-A

### FORM OF GUARANTEE BOND TOWARDS PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

In Consideration of the Karnataka Power Corporation Limited (herein after called 'The Corporation') having agreed to exempt..... (hereinafter called the said contractor from the demand, under the terms and conditions of order No.....dated..... Issued by..... for ..... security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said order to be followed by an agreement, on production of a bank Guarantee for Rs.....(Rupees.....only),

we..... Bank (hereinafter referred to as the "The Bank") do hereby undertake to pay to the Corporation an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said contractor of any of the terms or conditions contained in the said letter of award.

We.....Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reasons of any breach by the said contractor of any of the terms or conditions contained in the said letter of award by reason of the contractor's failure to perform the said letter of award. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We.....Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said letter of award and that it shall continue to be enforceable till all the dues to the Corporation under or by virtue of the said letter of award have been fully paid and its claims satisfied or discharged or till the Superintending Engineer (Systems) of the Corporation certifies that the terms and conditions of the said letter of award/agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the.....we shall be discharged from all liability under this guarantee thereafter.

We.....Bank further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said letter of award or to extend time or performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor and to forbear or enforce any of the terms and conditions relating to the said letter of award and we shall not be relieved from our liability by reasons of any such variation or extension, being granted to the said contractor or for any forbearance, act or omission on the part of the Corporation on any indulgence by the Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.



We,.....Bank, lastly undertake not to revoke this guarantee during its currency, except with the previous consent of the Corporation in writing.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs..... and for guarantee shall remain in force until.....

Unless a demand or claim in writing is made on us on or before.....all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Dated.....day of.....for ..... Bank.

### **INSTRUCTIONS FOR FILLING THE PROFORMA**

1. The Bank guarantee should be executed by the Bank on Rs.100/- non-judicial stamp paper purchased within 6 months prior to the date of execution and in the name of the Bank.
2. To be issued by a Nationalized/Scheduled Bank and stamped in accordance with the Indian Stamp Act.
3. All blank spaces in the proforma should be filled in with appropriate information and the document should bear the authorized signature and seal of the Bank.
4. All additions, deletions or corrections subsequent to the execution of the document should be attested with signature and bank seal.
5. The document should not bear the seal or signature of the Contractor/supplier on whose behalf the entire above bank guarantee is being used.
6. The document should bear the Bank Seal and Bank Guarantee No. and date on every page.
7. Full address of the contractor and the Bank shall be furnished at the appropriate place.

**Annexure-B**

**AGREEMENT**

The agreement entered into this..... day of ..... 2018 between M/s..... (hereinafter referred to as the “Contractor” which term shall include their successors and legal representatives) and **Karnataka Power Corporation Limited** a company registered under the Companies Act 1956 (hereinafter referred to as the “Corporation” which terms shall include its successors and assigns).

**WHEREAS**

- 1) The bid submitted through e-procurement portal by the “Contractor” against the Superintending Engineer (Systems), Karnataka Power Corporation Limited, 2nd floor, Trade Centre Building, No.116/2, Race Course Road, Bengaluru-560001, bid notification No..... dated ..... for **Annual Rate Contact for supply of consumables of Printers/Fax machines and Pen-drives** and was accepted by the said Superintending Engineer (Systems), subject to the Terms and Conditions detailed in the said Superintending Engineer (Systems) work order No..... dated ..... (hereinafter referred to as order).
- 2) The Contractor having accepted the order was required to execute agreement and to furnish a Bank Guarantee towards the Security Deposit for the due fulfillment of the agreement.
- 3) The Contractor has furnished a Bank Guarantee bearing No..... dated..... in favour of the Corporation for sum of..... only towards the Security Deposit, for the due fulfillment of the agreement from the.....Bank and has further agreed to renew it to the extent required to cover the full guarantee period under the agreement.

Now this indenture witnesseth and it is hereby agreed and declared as follows, that is to say, in consideration of the payments to be made to the Contractor by the Corporation as herein after mentioned, the Contractor hereby covenants with the Corporation, that the Contractor shall and will duly supply the goods of the quality and description specified and shall do and perform all other works and things in the agreement subject to the terms and conditions and stipulations mentioned in the agreement and Sections I, II, III and IV annexed deemed to be part of the agreement.

In witness whereof the parties ..... and **Karnataka Power Corporation Limited** to this agreement have signed this indenture in the presence of the following witnesses.

for Contractor  
(Signature with Name,  
Designation and Company seal)

for Karnataka Power Corporation Limited

Witness:

1)

2)

Witness:

1)

2)

**Instruction for filling the Proforma:**

1. Rs.200/- Stamp/legal paper must be purchased in Karnataka State in the name of the contractor, shall be stamped in accordance with the Indian Stamp Act.
2. **First party** shall be the **Contractor**.
3. **Second party** shall be **Karnataka Power Corporation Limited**.
4. All blank spaces should be filled in with appropriate information, any additions, deletions or corrections done subsequently should be countersigned.