



KARNATAKA POWER CORPORATION LIMITED

GR142

(A GOVT. OF KARNATAKA ENTERPRISE)

BELLARY THERMAL POWER STATION

KST No 70100202 Dated 03/09/1984
CST No 70150205 Dated 03/09/1984
TIN No 29440405909 Dated 13/09/2005
CIN-U85110KA1970SGC001919

PURCHASE ENQUIRY

OFFICE OF THE
SUPERINDENTING ENGINEER(S&P)BT
BELLARY THERMAL POWER STATION,
KPCL
KUDTHINI, PIN-583152
Phone 9448290584 Fax 8392288616
Mail sespbtps@karnatakapower.com

Sealed itemwise quotations/offers against below mentioned enquiries are invited from manufactures/authorised dealers/reputed suppliers. The details of these enquiries are also available on website www.karnatakapower.com

Sl No	Enquiry No Date	Subject	Last Date Of Receipt /Opening of Tender
1	SE(S&P)BTPS/EL/EEBM/18-19/303 27/11/2018	Procurement of Chain electric hoist	07/03/2019 17:00 09/03/2019 11:00

The offers may be submitted well within due date of receipt. Any further details can be had from above office by written requisition.

SUPERINDENTING ENGINEER(S&P)BT

PURCHASE ENQUIRY

PURCHASE ENQUIRY NO (S&P)BTPS/EL/EEBM/18-19/303 DATE : 27/11/2018

Sir,
Please send your quotation/offer with terms and conditions for the materials specified in the table below

Sl No	Item Code	Item Name/Specification	Unit	Required Quantity
1	2915104048	CHAIN EH 2.5T ,30MTRS LIFT ALL PURPOSE CHAIN ELECTRIC HOIST WITH ALL SAFETY REQUIREMENT, PORTABLE HOOK TYPE WITH ET,with trolley AC brake suitable on ISMB flange width 125 to 210mm MODEL CH-III or equivalent, capacity 2.5 ton lift, CAPACITY 2,500 KG AND 30MTRS LIFT. chain dia : 12mm. hoisting speed : 5.2 mpm, trolley speed : 17mpm. TO BE SUPPLIED WITH MANUFACTURER ORIGINAL CERTIFICATE. Make:INDEF/SWIFT/ARMSEL/YALE/ELECTROLIFT	NUMBERS	4
2	2915212100	CHAIN PULLEY BLOCK 5TX20 MTR. Type:triple spurgear,Medium duty, Lift:5TX20mtr,Two fall,Galvanised chains, with service garranty after sales with test certificates. Make:INDEF/CHACK/BRODYS.	NUMBERS	8

Important Dates:

- 1 . Last date for receipt of quotations/tenders/offers : **07/03/2019 17:00**
- 2 . Opening Date of quotations/tenders/offers : **09/03/2019 11:00**

Important Note:

1. Quotations/Tenders/Offers shall be in a sealed cover with following superscription.
 - a) Purchase Enquiry Number and Date .
 - b) Date of opening
2. Bidders/Agencies shall invariably furnish valid TIN along with Quotations/Offers.
3. Offers without valid TIN will not be considered for evaluation.

Terms and Conditions of Enquiry:

1 PRE QUALIFICATION REQUIREMENTS:

The intending bidder shall satisfy the following minimum qualifying requirements;

- a) The bidder shall be Manufacturers / Authorized dealers of Chain Electric Hoist and Chain Pulley Block & the agency shall furnish copy of certificate as a documentary proof.
- b) The supplier should have supplied similar type of materials of purchase order value Rs.5 lakh or above in a single order, for which proof shall be furnished (past PO copies).
- c) Bidder should have proven financial capability and have an average annual turnover of Rs.10.5 lakh for any two years among previous five years. The bidder shall furnish a copy of P&L statement / audited balance sheet duly certified by a chartered accountant to establish annual turnover requirement stipulated above.

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d) Tenderer shall have GST registrations & shall furnish copy of certificate as a documentary proof.

e) The declaration duly signed in the prescribed format (Annexure - II) has to be enclosed.

2 SPECIAL TENDER CONDITIONS:

a) The bidder shall submit EMD of Rs.10,500/- in e-portal only.

b) Any deviation with regard to Technical specifications and Commercial terms & conditions, will be summarily rejected.

c) 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.

3 The tender is of two cover system. Tenders (both Cover-1&2) must be submitted within the date and time published. First cover of tender will be opened at prescribed time and date in the presence of the tenderers who wish to be present at the office of the Executive Engineer (Purchase)BT, Bellary Thermal Power Station. Further the bidder who have qualified in technical bid will be considered for financial bid opening.

4 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 carriers 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.

5 PAYMENT:

a) **PAYING AUTHORITY:** All payments in respect of this contract will be effected by the Deputy General Manager (Finance) BT, Bellary Thermal Power Station, Karnataka Power Corporation Ltd., Kudathini-583 152, Bellary Dist., Karnataka. While delivering the consignment, the contractor shall raise the bills in QUADRUPPLICATE in favour of paying authority and submitted to consignee.

b) **PAYMENT:** 100% Payment will be made by paying authority within 30 days after receipt, verification and test certificate of the Materials at BTPS Site. Payment will be made through cheque. All bank charges to supplier account.

6 VALIDITY PERIOD , PRICES / RATE, TAXES:

a) The offer should be valid for a minimum period of six months (180 Days) from the date of

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PURCHASE ENQUIRY NO SE(S&P)BTPS/EL/EEBM/18-19/303 DATE : 27/11/2018

opening of Cover-1 of the bid.

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.

7 PERFORMANCE GUARANTEE FOR THE MATERIAL SUPPLIED:

The successful bidder immediately after the receipt of the Purchase order shall furnish Security Deposit of 5% value of the contract in the form of DD or Bank Guarantee. DD in favour of Deputy General Manager (Finance) BT, BTPS, KPCL, payable at Bellary or the Bank Guarantee shall be in favour of Executive Engineer (MSP) BT, 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 in addition 3 months extra for clearance of BG for the due and faithful performance of the contract. No interest is payable to the contractor for the Security Deposit amount so furnished.

8 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. The agency shall arrange six set copies of agreement with bookbinding. 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.

9 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 will reserve 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.

10 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. Income Tax will be deducted at source if applicable.

11 DELIVERY PERIOD:

Supply shall be made within 4 months from the date of PO. 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. In case required, agency shall supply additional quantities of 20% above ordered quantity at the same price.

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PURCHASE ENQUIRY NO (S&P)BTPS/EL/EEBM/18-19/303 DATE : 27/11/2018

12 QUALITY OF MATERIALS / SPECIFICATIONS:

All Materials used shall be of best quality and class most suitable for working under tropical condition and shall withstand normal variation in temperature, and other service conditions without any disturbance or deterioration without affecting the strength and stability of the materials. Quality of the materials shall be clearly specified in the tender with relevant ISI & ISO / standards and the supply shall be as per the offer / detailed specification. The supplier should furnish the test certificate of the material issued by accredited laboratories like CPRI, free of cost. Supplies not in confirmation to accepted / approved quality shall be liable to be rejected. 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. The intending bidder shall furnish the copy of standard quality assurance plan. The bidder shall supply the materials confirming to the specification indicated in Technical Specification of this section in Annexure-I & price bid.

13 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. Certificate in respect of the country of origin shall be furnished.

14 PERFORMANCE TEST:

The supplier shall ensure that the materials to be supplied shall satisfactorily withstand such tests that are customary for the manufacturer for the type of the materials specified.

15 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.

16 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.

17 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

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defend such claim at the Contractor's own expenses or carry on negotiations for settlement of the claim.

18 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.

19 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.

20 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

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payment for such use.

21 TENDER REJECTION: the tender shall be rejected immediately, if the tender is.

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

22 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.

23 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.

24 ENGINEER'S DECISIONS:

In all matters in respect of the tender, the decision of The Executive Director, BTPS, KPCL, KUDATINI - 583 152 shall be final and binding on the Contractor.

25 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.

26 Price bid of tenderers who have furnished all the documents to meet the qualification criteria, technically and commercially responsive will only be opened.

27 KPCL reserves the right to verify any information/documents furnished by the bidder should the

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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.

- 28 Bids with stipulation for settlement of disputes through Arbitration will be rejected.
- 29 Corporation reserves the Right to reject any or all the tenders without assigning any reasons. However, in all cases KTPP act shall be followed.
- 30 Any other information required may be obtained from the office of the undersigned during office hours.

Yours Faithfully

For KARNATAKA POWER CORPORATION LIMITED

SUPERINDENTING ENGINEER(S&P)BT
BELLARY THERMAL POWER STATION, KPCL
KUDTHINI, PIN-583152
Phone 9448290584 Fax 8392288616
Mail sespbtps@karnatakapower.com

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Sir,
Please send your quotation/offer with terms and conditions for the materials specified in the table below

Sl No	Item Code	Item Name/Specification	Unit	Required Quantity
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2	2915212100	CHAIN PULLEY BLOCK 5TX20 MTR. Type:triple spurgear,Medium duty, Lift:5TX20mtr,Two fall,Galvanised chains, with service garranty after sales with test certificates. Make:INDEF/CHACK/BRODYS.	NUMBERS	8

Important Dates:

- 1 . Last date for receipt of quotations/tenders/offers : **07/03/2019 17:00**
- 2 . Opening Date of quotations/tenders/offers : **09/03/2019 11:00**

Important Note:

1. Quotations/Tenders/Offers shall be in a sealed cover with following superscription.
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3. Offers without valid TIN will not be considered for evaluation.

Terms and Conditions of Enquiry:

1 PRE QUALIFICATION REQUIREMENTS:

The intending bidder shall satisfy the following minimum qualifying requirements;

- a) The bidder shall be Manufacturers / Authorized dealers of Chain Electric Hoist and Chain Pulley Block & the agency shall furnish copy of certificate as a documentary proof.
- b) The supplier should have supplied similar type of materials of purchase order value Rs.5 lakh or above in a single order, for which proof shall be furnished (past PO copies).
- c) Bidder should have proven financial capability and have an average annual turnover of Rs.10.5 lakh for any two years among previous five years. The bidder shall furnish a copy of P&L statement / audited balance sheet duly certified by a chartered accountant to establish annual turnover requirement stipulated above.

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d) Tenderer shall have GST registrations & shall furnish copy of certificate as a documentary proof.

e) The declaration duly signed in the prescribed format (Annexure - II) has to be enclosed.

2 SPECIAL TENDER CONDITIONS:

a) The bidder shall submit EMD of Rs.10,500/- in e-portal only.

b) Any deviation with regard to Technical specifications and Commercial terms & conditions, will be summarily rejected.

c) 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.

3 The tender is of two cover system. Tenders (both Cover-1&2) must be submitted within the date and time published. First cover of tender will be opened at prescribed time and date in the presence of the tenderers who wish to be present at the office of the Executive Engineer (Purchase)BT, Bellary Thermal Power Station. Further the bidder who have qualified in technical bid will be considered for financial bid opening.

4 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 carriers 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.

5 PAYMENT:

a) **PAYING AUTHORITY:** All payments in respect of this contract will be effected by the Deputy General Manager (Finance) BT, Bellary Thermal Power Station, Karnataka Power Corporation Ltd., Kudathini-583 152, Bellary Dist., Karnataka. While delivering the consignment, the contractor shall raise the bills in QUADRUPLICATE in favour of paying authority and submitted to consignee.

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6 VALIDITY PERIOD , PRICES / RATE, TAXES:

a) The offer should be valid for a minimum period of six months (180 Days) from the date of

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opening of Cover-1 of the bid.

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.

7 PERFORMANCE GUARANTEE FOR THE MATERIAL SUPPLIED:

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17 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

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defend such claim at the Contractor's own expenses or carry on negotiations for settlement of the claim.

18 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.

19 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.

20 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

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payment for such use.

21 TENDER REJECTION: the tender shall be rejected immediately, if the tender is.

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

22 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.

23 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.

24 ENGINEER'S DECISIONS:

In all matters in respect of the tender, the decision of The Executive Director, BTPS, KPCL, KUDATINI - 583 152 shall be final and binding on the Contractor.

25 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.

26 Price bid of tenderers who have furnished all the documents to meet the qualification criteria, technically and commercially responsive will only be opened.

27 KPCL reserves the right to verify any information/documents furnished by the bidder should the

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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.

- 28 Bids with stipulation for settlement of disputes through Arbitration will be rejected.
- 29 Corporation reserves the Right to reject any or all the tenders without assigning any reasons. However, in all cases KTPP act shall be followed.
- 30 Any other information required may be obtained from the office of the undersigned during office hours.

Yours Faithfully

For KARNATAKA POWER CORPORATION LIMITED

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