

Notice Inviting Tender Details

Tender Information	
Tender Number	KPCL/2025-26/PS/WORK_INDENT3340
Name	Design, Manufacture, Testing, Supply , Installation and Commissioning of Transformer Monitoring Equipment Conforming KPCL Technical Specification.
Tender Scope	Design, Manufacture, Testing, Supply , Installation and Commissioning of Transformer Monitoring Equipment Conforming KPCL Technical Specification.
Category	Works
Procuring Entity	Karnataka Power Corporation Limited
Location Name	KPCL Chief Engineer TD office Bengaluru
Multiple Currencies Allowed	No
Published Date	13-08-2025 17:55:16
ECV/Non-ECV	Non-ECV
Commerical Bid Type	Lumpsum
Evaluation Type	Two Tender Document System (Two Cover)
Tender Type	Open
Tender Amount(INR)	---
Denomination Type	Rupees
Highest Bidder Selection	No
Technical Weightage Required	No
No of Calls	1
Tax Type	Inclusive Tax
File Number	TDH6A/E2/TMS
Publish Type	Request for Quotation (RFQ)

General Conditions of Eligibility	
Condition 1	Tenders from Joint ventures are not acceptable.
Condition 2	Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka
Condition 3	Bidders shall ensure upload of relevant document certifying his/her status as Scheduled Caste/ Scheduled Tribe/other reserved category as prescribed in the tender document.
Condition 4	It shall be the responsibility of the Bidder to ensure credit of Tender Processing Fee and EMD into the respective receiving bank accounts of e-Procurement on or before the last date and time of bid submission.
Condition 5	EMD Payments through e-Payment mode shall be made as one single

	transaction and payments made in part are liable for rejection.
Condition 6	All other terms and conditions are as per tender document.

Technical Criteria			
S.No	Criterion Type	Criterion Description	Criterion Documents
1	Past Experience	The Bidder shall be Original MANUFACTURER or AUTHORIZED DISTRIBUTOR of Original Equipment Manufacturer (OEM) of Tendered equipment/material. Bidder shall furnish a copy of factory license (for Original MANUFACTURER) to satisfy the qualification criteria. In case of Authorized Distributor, Bidder shall furnish the Authorization Certificate/ Agreement copy from OEM certifying that they are the Authorized Distributor of the manufacturer. Further, the authorized Agent/Dealer of the manufacturer and OEM shall furnish a legally enforceable deed of undertaking on non-judicial stamp paper of Rs. 200/- to guarantee quality, timely supply and performance and guarantee obligations as specified in the tender. Self-undertaking by intending Bidder on their Letter Head that, Bidder is capable of executing the job under captioned enquiry.	<ul style="list-style-type: none"> Others -- Relevant documents shall be furnished.
2	Capabilities of Vendor	The Bidder/OEM shall have experience of having supplied at least 50percent of the quantity of the tendered material/equipment specified in the present enquiry to State/ Central owned Generation/Transmission Utilities/PSUs Private OEMs.(Bidder/OEM shall upload the supporting documents such as Purchase Order copies/order completion certificates/performance certificates)The Bidder/OEM shall furnish the Performance Certificate for at least 25percent of the quantity of the tendered material/equipment specified in the present enquiry, issued by State/Central owned Generation/Transmission Utilities/PSUs/Private OEMs. The issuing officer of performance certificates shall not be below the rank of Chief Engineer or Equivalent Division Head. The Performance Certificate shall indicate the rating of tendered material/ equipment, make, name of the PSUs/Sub station/Generating Stations where it is installed, date of Commissioning etc, in order to show that the tendered material/equipment specified in the present enquiry were in	<ul style="list-style-type: none"> Others -- Relevant documents shall be furnished.

		successful operation for at least a minimum period of one year as on the date of bid opening. The Original Equipment Manufacturer (OEM) shall have a minimum experience of Ten years in the field of manufacturing of the material/equipment specified in the present enquiry. The vendors who are not registered with KPCL shall submit duly filled Supplier Registration Form along with requested documents and get registered.	
3	Financial Status	The intending bidder should have an annual turnover of not less than Rs. 80.0 Crores (Rupees Eighty Crores.) in at least two (2) financial years in the preceding five years i.e. for the financial year 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25. The bidder shall furnish copy of annual turnover report/audited balance sheet duly certified by the chartered accountant.	<ul style="list-style-type: none"> Others -- Relevant documents shall be furnished.

Documents Required from the Bidder			
S.No	Document Type	Document Name	Document is Mandatory
1	Technical Bid	Annual Turnover Certificate	No
2	Technical Bid	Company Registration Certificate	No
3	Technical Bid	Reserved Category Certificate	No
4	Technical Bid	Small Scale Industries Certificate	No

Sub Estimates

SubEstimate :1

S.No	Category of works	Name of works	Merged (yes/no)	Estimate Value	Created Date
1	Power stations	Design, Manufacture, Testing, Supply , Installation and Commissioning of Transformer Monitoring Equipment Conforming KPCL Technical Specification.	No	394800000	13-08-2025 15:55:58

Items

Item :1			
Item Code	A01	Item Category	---
Description	Transformer Online Dissolved Gas Analyzer		
SR item(yes/no)	No	Unit	No.
Quantity	28		
Minimum Quantity	---	Maximum Quantity	---
BuyBack Item	No		
Item :2			
Item Code	A02	Item Category	---
Description	Transformer Online Bushing Monitoring System		
SR item(yes/no)	No	Unit	No.
Quantity	28		
Minimum Quantity	---	Maximum Quantity	---
BuyBack Item	No		
Item :3			
Item Code	A03	Item Category	---
Description	Thermal Monitoring &Monitoring Software along with Computer including Thermal model configuration, Ethernet switches, Sensors. Installation and Commisioning of 1, 2 & 3		
SR item(yes/no)	No	Unit	No.
Quantity	28		
Minimum Quantity	---	Maximum Quantity	---
BuyBack Item	No		

Contact Information	
Contact Person Name	ERAPPA BASAPPA
Office Telephone Number	---
Mobile Number	9480682537

Amount Details	
Estimated Contract Value	---
Tender Fee (INR)	7500.00
Amount of Earnest Money Deposit(INR)	3948000.00
EMD e-Payment	100000.00
EMD Bank Guarantee / Insurance Surety Bond	3848000.00
Validity of BG in Days from Last Day of Bid	210

Submission	
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Tender Pre Bid Meeting Details	
Date and Time	22-08-2025 11:00:00
Address	KPCL GREEN BUILDING 2ND FLOOR PALACE ROAD, BENGALURU - 01
City	BENGALURU
State	Karnataka
PIN Code	560001

Tender Schedule	
Bid Validity Period (In Days)	180
Last Date and Time for Tender Queries/Clarifications	20-08-2025 17:00:00
Last Date and Time for Receipt of Tenders	29-10-2025 17:00:00
Date and Time for Opening of Technical Bid	31-10-2025 11:00:00

Tender Published User Details	
Tender Published User Name	KPE25835 - ERAPPA BASAPPA
Tender Published User Login	KPCL_CE_TD_BNG
Public Key	CN=ERAPPA BASAPPA, SERIALNUMBER=c2f30cfd7cf70eeb2d75f7b905dfe52ee55b3c59bb26eee5f6e5b221ce64fb13, ST=Karnataka, OID.2.5.4.17=560001, OU="KPCL,ECID - 7053583", OID.2.5.4.20=9ae7b63a470cc971f9a8171eeaa85989495e2acb97d9796c6566e88265ec17f9, O=Centre for e-Governance, C=IN
Issuer	CN=(n)Code Solutions Sub-CA for DSC 2022, OU=Sub-CA, O=Gujarat Narmada Valley Fertilizers and Chemicals Limited, C=IN



KARNATAKA POWER CORPORATION LIMITED
(A Government of Karnataka Enterprise)

ENQUIRY No.: KPCL/2025-26/PS/WORK_INDENT3340 Dtd. 13.08.2025

FOR

**Design, Manufacture, Testing, Supply, Installation and Commissioning of
Transformer Monitoring Equipment conforming to KPCL Technical
Specification.**

Chief Engineer (Thermal Designs)

Karnataka Power Corporation Limited

No-3, (Green Building), 2nd Floor,

Behind Drug Controller Office Premises,

Palace Road,

BANGALORE- 560 001

E-mail: kpclcetd@gmail.com

cetdkpcl@karnataka.gov.in

Website: <https://kpcl.karnataka.gov.in>

BID SPECIFICATION DOCUMENT

PART – I

ABSTRACT TENDER NOTIFICATION

BRIEF BID NOTIFICATION

INSTRUCTIONS TO BIDDERS

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SECTION-II - SPECIAL CONDITIONS

PART – II

SECTION -A - SCOPE OF WORK

SECTION -B - TECHNICAL SPECIFICATIONS

SECTION -C SCHEDULES



(Through e-Procurement Portal Only)
KARNATAKA POWER CORPORATION LIMITED
(A Government of Karnataka Enterprise)
Chief Engineer (Thermal Designs), Bangalore
Corporate Identity Number: U85110KA1970SGC001919
ABSTRACT BID NOTIFICATION
(TWO COVER SYSTEM)
(Through e-Procurement Portal Only)

No.: KPCL/2025-26/PS/WORK_INDENT3340

Date: 13.08.2025

**Sub: Design, Manufacture, Testing, Supply Installation and Commissioning of
Transformer Monitoring Equipment conforming to KPCL Technical
Specification.**

Karnataka Power Corporation Ltd., invites sealed bids in English through GOK e-Procurement platform <https://kppp.karnataka.gov.in> from the qualified bidders for Design, Manufacture, Testing, Supply Installation and Commissioning of Transformer Monitoring Equipment conforming to KPCL Technical Specification for various KPCL Power Stations.

The details of NIT can be seen on KPCL web site: <https://kpcl.karnataka.gov.in> and <https://kppp.karnataka.gov.in> Tender documents may be downloaded from Government of Karnataka e-procurement website <https://kppp.karnataka.gov.in> under login for Contractors.

Calendar of Events:

1	Date of issue of NIT through e-portal	13.08.2025
2	Last date for receipt of queries if any through e-procurement cell	20.08.2025 @ 17:00 hrs
3	Date of Pre-bid meeting, if required for technical clarification at KPCL,CE(TD) office, Bangalore	22.08.2025 @ 11:00 hrs
4	Date of furnishing Replies to queries	28.08.2025
5	Last date for receipt of completed bids.	15.09.2025 @ 17:00 hrs
6	Date & time of opening of Technical Bid (Cover -1)	17.09.2025 @ 11:00 hrs
7	Date & time of opening of price bid (cover-II)	Will be intimated later

Further details can be had from;

Chief Engineer (Thermal Designs),
Karnataka Power Corporation Ltd.,
No-3, (Green Building), 2nd Floor,
Behind Drug Controller Office Premises,
Palace Road,
BANGALORE - 560 001.
Mob: 9480682537/7975200519(Exe.Engr Ele-2)
E-mail:kpclcetd@gmail.com,
cetdkpcl@karnataka.gov.in
Web site: <https://kpcl.karnataka.gov.in>



(Through e-Procurement Portal only)
KARNATAKA POWER CORPORATION LIMITED
(A Government of Karnataka Enterprise)
CHIEF ENGINEER (THERMAL DESIGNS), BANGALORE
Corporate Identity Number: U85110KA1970SGC001919
BRIEF BID NOTIFICATION
(TWO COVER SYSTEM)
(Through e-Procurement Portal Only)

No.: KPCL/2025-26/PS/WORK_INDENT 3340

Date: 13.08.2025

Sub: Design, Manufacture, Testing, Supply, Installation and Commissioning of Transformer Monitoring Equipment conforming to KPCL Technical Specification.

1.0 Karnataka Power Corporation Ltd., invites sealed bids in English through GOK e-Procurement platform <https://kppp.karnataka.gov.in> from the qualified bidders for Design, Manufacture, Testing, Supply, Installation and Commissioning of Transformer Monitoring Equipment conforming to KPCL Technical Specification for various KPCL Power Stations.

2.0 Brief scope of tender is as follows. Other details can be seen in the tender documents.

Item No	Name of work	EMD	Tender processing fees (Non-refundable)
1	Design, Manufacture, Testing, Supply, Installation and Commissioning of Transformer Monitoring Equipment conforming to KPCL Technical Specification for various KPCL Power Stations.	Rs.39.48lakhs	As per kppp portal

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

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. Only interested contractors who wish to participate should remit **on line transaction** fee for tender after registering in the portal. The transaction fee is non-refundable.

4.0 EARNEST MONEY DEPOSIT:

Tenders must be accompanied by Earnest Money Deposit of Rs. 39.48 Lakhs (Rupees Thirty Nine lakhs and Forty Eight Thousand Only). The e-Payment Rs.1.00 lakhs should be paid online through e-Procurement portal using any of the following payment modes.

- 4.1 Credit Card.
- 4.2 Direct Debit.
- 4.3 National Electronic Fund Transfer (NEFT).

4.4 Over the Counter (OTC) (only through designated branches of ICICI Bank).

The remaining amount of Rs. 38.48 lakhs (Rupees Thirty Eight lakhs and Forty Eight Thousand) has to be furnished through Bank Guarantee/e-BG. The bank guarantee submitted towards EMD shall be valid for a period of 210 days from the date of opening of the Technical bid (cover-I). In case, the validity of the Bid is required to be extended, the validity of the BG furnished towards EMD shall be extended up to 30 days beyond such extended Bid validity period. The BG shall be furnished in the prescribed format on Rs.500/- stamp paper. Scanned copy of the bank guarantee shall be up-loaded to the e-portal along with cover- 1 and the original bank guarantee shall be submitted to Chief Engineer (Thermal-designs) before two days opening of Cover-1.

Only on receipt of full EMD of Rs. **39.48** lakhs along with Technical Bid, Price bid will be opened and considered for evaluation.

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

For successful bidder, the EMD will be returned, only after entering in to agreement and furnishes the contract performance guarantee in an acceptable form.

EMD furnished by the bidder will be forfeited in case the bidder withdraws the offer during the validity or violates any clause stipulated in the bid.

Micro Small and Medium Enterprises (MSME) registered with NSIC/UDYAM are exempted from payment of EMD (Bank Guarantee only). However, Tender processing fee as per kppp portal shall be paid in portal.

5.0 Instructions regarding e-Procurement.

- (i) The bid is to be submitted through the GOK e-Procurement portal <https://kppp.karnataka.gov.in> only:
- (ii) Bidders, who have not registered in the GOK e-Procurement portal, may do so by registering through website <https://kppp.karnataka.gov.in>.
- (iii) The bidders can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website itself within the stipulated date and time. The Tender Notification, along with Blank tender documents can be obtained through the e-procurement portal web site <https://kppp.karnataka.gov.in>.
- (iv) Bidders shall refrain from altering/modifying/revising the price bids after the date of dead line fixed for submitting of bids in the calendar of events or any extensions thereof even though if it is accepted by the portal. Date and time stamp of the portal shall be final in deciding the time and date of submission of bid. Decision of the Corporation in this regard is final and acceptable to all the bidders.

6.0 Tenders (Cover- I & Cover -II) must be electronically uploaded (online through internet) within the date and time published in e-procurement portal. Documents furnished in Cover -

1 will be scrutinized to determine the qualifying criteria of the bidders. Opening of Cover-II will be intimated in advance to those bidders who are qualified.

7.0 Calendar of Events:

1	Date of issue of NIT through e-portal	13.08.2025
2	Last date for receipt of queries if any through e-procurement cell	20.08.2025 @ 17:00 hrs
3	Date of Pre-bid meeting, if required for technical clarification at KPCL,CE(TD) office, Bangalore	22.08.2025 @ 11:00 hrs
4	Date of furnishing Replies to queries	28.08.2025
5	Last date for receipt of completed bids.	15.09.2025 @ 17:00 hrs
6	Date & time of opening of Technical Bid (Cover -1)	17.09.2025 @ 11:00 hrs
7	Date & time of opening of price bid (cover-II)	Will be intimated later

8.0 Minimum Qualifying Requirements:

8.1 The technical and financial qualifying requirement for the bidders are as specified hereunder:

8.1.1 The Bidder shall be Original MANUFACTURER or AUTHORIZED DISTRIBUTOR of Original Equipment Manufacturer (OEM) of Tendered equipment/material. Bidder shall furnish a copy of factory license (for Original MANUFACTURER) to satisfy the qualification criteria.

In case of Authorized Distributor, Bidder shall furnish the Authorization Certificate/Agreement copy from OEM certifying that they are the Authorized Distributor of the manufacturer.

Further, the authorized Agent/Dealer of the manufacturer and OEM shall furnish a legally enforceable deed of undertaking on non-judicial stamp paper of Rs. 200/- to guarantee quality, timely supply and performance and guarantee obligations as specified in the tender.

Self-undertaking by intending Bidder on their Letter Head that; Bidder is capable of executing the job under captioned enquiry.

8.1.2 The Bidder/OEM shall have experience of having supplied at least 50% of the quantity of the tendered material/equipment specified in the present enquiry to State/Central owned Generation/Transmission Utilities/PSUs Private OEMs.

(Bidder/OEM shall upload the supporting documents such as Purchase Order copies/order completion certificates/performance certificates)

The Bidder/OEM shall furnish the Performance Certificate for at least 25% of the quantity of the tendered material/equipment specified in the present enquiry, issued by State/Central owned Generation/Transmission Utilities/PSUs/Private OEMs. The issuing officer of performance certificates shall not be below the rank of Chief Engineer or Equivalent Division Head. The Performance Certificate shall indicate the rating of tendered material/equipment, make, name of the PSUs/Sub Station/Generating Stations where it is installed, date of Commissioning etc., in order to show that the tendered material/equipment specified in the present enquiry were in successful operation for at least a minimum period of one year as on the date of bid opening.

The Original Equipment Manufacturer (OEM) shall have a minimum experience of Ten years in the field of manufacturing of the material/equipment specified in the present enquiry.

The vendors who are not registered with KPCL shall submit duly filled “Supplier Registration Form” along with requested documents and get registered.

- 8.1.3 The intending bidder should have an annual turnover of not less than Rs. 80.0 Crores (Rupees Eighty Crores.) in at least two (2) financial years in the preceding five years i.e. for the financial year 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25. The bidder shall furnish copy of annual turnover report/audited balance sheet duly certified by the chartered accountant.

9.0 The bidder shall up load following documentary evidence, which are substantially responsive for opening of Cover-II

- 9.1 Copy of PF registration and GST.

- 9.2 Undertaking by intending bidder in the form of a notarized affidavit as per schedule declaring that during the past 3 (three) years:

- i) Their EMD has not forfeited
- ii) None of their contracts have been terminated/foreclosed on account of their default in KPCL or others.
- iii) They have not been blacklisted/subject to procedure initiated for blacklisting for participation in tender issued by KPCL or Government or any other utility in India and would not attract terms and conditions relating to rejection of bids.

- 9.3 The bidders shall specify and upload details of their Manufacturing Capacity duly taking into account the bidders/OEM commitments on hand. (All types of equipment's).

- 9.4 The Bidder shall have full pledged service center in India for complete after sales service of the Tendered material/equipment. The complete after sales service shall be provided within reasonable time and the same has to be guaranteed for the entire contract period. The Bidder shall furnish the details of service center in India.

- 9.5 The Bidder shall furnish Test Certificates not older than Five Years as on the date of bid opening for having conducted successful tests in a NABL accredited like CPRI, ERDA/OEM's own lab etc. or any internationally certified Lab, test house as per the relevant IS/IEC/ASTM/BS/EMC standards on the equipment/material specified /in the bid. In case the test certificates furnished are older than five years as on date of bid submission, then the bidder shall give an undertaking agreeing to furnish valid test reports for all the tests conducted at the laboratories specified, before supplies to be made to KPCL, if order is placed on the firm without affecting the Delivery Schedule and at No Extra cost to KPCL

10.0 Tender Rejection Conditions:

- 10.1. KPCL reserves the right to assess the capability and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of the KPCL, If such assessment calls for rejection of any or all bids, KPCL reserves right to reject any or all bids.

- 10.2 Bidders shall not be under declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.
- 10.3 Bidders shall attach scanned copies of all the certificates pertaining to the qualification requirement as mentioned under “Minimum Qualifying Requirements” clause wherever required, bidders shall furnish the original certificates for verification, if required, to KPCL authorities failing which, the bidder will be disqualified.
- 10.4 Conditional Bids, incomplete bids, bids without EMD, bids not properly uploaded and bids submitted late shall be rejected.
- 10.5 Bid with deviation of parameter other than those specified in Part –II section-B, of bid document will be liable for rejection.
- 10.6 The intending bidder shall not have been subjected to forfeiture of EMD/foreclosure/termination of their contracts in KPCL/Government or any other utility/blacklisting/procedure initiated for blacklisting for participation in tender issued by KPCL or Government or any other utility in India during the past 3 years.
- 10.7 Bidder shall furnish all test reports of Equipment’s to be supplied, failing which the bids will not be considered.
- 10.8 All the major components of monitoring systems: On-line DGA, On-Line Bushing and Thermal monitoring must come from the same OEM. The country of origin of all components of transformer monitoring system must be declared in Bill of quantity. The control software in the power station and central location shall be single software from OEM with future upgrade capabilities for at least 100 transformers.
- 10.9 Bidders coming under the process of CDR (Corporate Debt Restructuring)/NCLT (National Company Law Tribunal) are not entitled to participate in the tender process and are liable for rejection.
- 10.10 As per GoK circulars No. FD 455 Exp-12/2020 dated 10.03.2021 regarding Registration with Competent Authority,
- i) A bidder is permitted to procure raw material, components sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as “Sub-contracting”.
 - ii) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India. Such vendor will be required to be registered with the Competent Authority.
- 10.11 The Successful Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

11.0 The tender is of two cover system.

The Bidder should upload scanned copies of the following documents except Price bid which has to be electronically filled in the web site itself within the scheduled date and time indicated in the calendar of events. KPCL shall not be responsible for any improper up loading of tenders, missing text during up-loading etc.

11.1 COVER- I (Technical Bid)

The Cover - I shall contain the following:

- a) Documents to meet the minimum qualification requirements specified in NIT.
- b) EMD BG
- c) Proforma of undertakings (notarized affidavits) etc.
- d) Manufacturing quality assurance plan
- e) Installed/Manufacturing capacities (All types of equipment's)
- f) All the schedules specified in bid documents pertaining to commercial terms and conditions. All the technical details and drawings, etc. of the technical offer along with all the technical particulars.
- g) The Bidder shall furnish Test Certificates not older than Five Years as on the date of bid opening for having conducted successful tests in a NABL accredited like CPRI, ERDA/ OEM's own lab etc. any internationally certified Lab, test house as per the relevant IS/IEC/ASTM/BS/EMC standards on the equipment/material specified /in the bid.

The intending bidder shall upload relevant documents only and all documents shall be numbered page wise. Bidder shall furnish original copies of all relevant documents like declarations, Proforma of undertakings (Notarized affidavits) etc., on or before the day of opening of technical bid (cover –I).

11.2 COVER-II:

Price schedule only. Price Bid and GST declaration.

12.0 Price bid of tenderers who have furnished all the documents to meet the Minimum qualifying requirements in a satisfactory manner, technically and commercially responsive bids will only be opened.

13.0 Bid Validity: The tender shall be valid for **180** days from the date of submission of Bids @ e-portal.

14.0 Delivery period: Delivery period shall be **8 (Eight)** months from the date of issue of LOA.

15.0 Completion Period: Completion Period is **12 (Twelve)** Months from the date of receipt of material at individual sites.

- 16.0 Guarantee Period:** The entire equipment/system, supplied, tested at site shall be guaranteed for satisfactory operation for a minimum period of 12 months from the date of commissioning.
- 17.0 Contract Performance Guarantee:** Immediately after the receipt of LOA, the contractor shall furnish security deposit in the form of BG. to the extent of 5% value of the contract for due and faithful performance of the contract. The BG furnished shall be through a Nationalized/ Scheduled Bank on Rs.500/- stamp paper as per corporation format and same shall be kept valid till the expiry of contract period and any extensions thereof.
- 18.0** Corporation reserves the right to reject or award whole or part of the work should the situation so warrant.
- 19.0** KPCL reserves the right to verify any information/documents furnished by the tenderer should the circumstances so warrant. In case the information or the documents furnished are found to be incorrect/false or invalid then action will be taken.
- 20.0** Corporation reserves the right to reject any or all the tenders. However reasons for rejection will be recorded as per KTPP act.
- 21.0** Suit or proceedings: Any suit or proceedings arising out of this contract shall be initiated in appropriate law courts at Bangalore.
- 22.0** Arbitration: Any disputes or difference of 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 Arbitrations Centre-Karnataka (Domestic and International) Rules 2012 by one or more Arbitrators appointed in accordance with its rules.
- 23.0** Corrigendum/modification/corrections, if any, will be published in the website only. For any clarification on e-procurement or request for e-procurement training, bidder can contact HP HELPDESK at +918046010000, +91-8068948777 & support@eprochelpdesk.com

Any other information required may be obtained from the office of the undersigned during office hours

CHIEF ENGINEER (THERMAL DESIGNS)

Karnataka Power Corporation Ltd.,
No-3, (Green Building), 2nd Floor,
Behind Drug Controller Office Premises,
Palace Road,
BANGALORE - 560 001.
Mob: 9480682537/7975200519(Exe.Engr Ele-2)
Email: kpclcetd@gmail.com
: cetdkpcl@karnataka.gov.in
Website: <https://kpcl.karnataka.gov.in>



INSTRUCTIONS TO BIDDERS



PART - I INSTRUCTIONS TO BIDDERS

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1.0 GENERAL INSTRUCTIONS.

- 1.01 Karnataka Power Corporation Ltd., (KPCL) herein after called the 'Corporation' has invited tenders (Bids) for the scope of work detailed in this accompanying specification.
- 1.02 The Chief Engineer (Thermal Designs) Karnataka Power Corporation Ltd.,(KPCL) hereinafter called as 'Engineer' or his authorized representative will receive tenders(bids) in respect of equipment to be supplied as set forth in the accompanying specification. All tenders (Bids) shall be prepared and submitted in accordance with the tender instruction.
- 1.03 Tenders must be electronically submitted (online through internet) within the date and time as set forth in the Notice inviting tender or subsequent extension as published in e-procurement portal.

Bidders shall refrain from altering/modifying/revising the price bids after the date and time fixed for submitting of bids in the calendar of events even though if it is accepted by the portal. Date and time stamp of the portal shall be final in deciding the time and date of submission of bid. Decision of the Corporation in this regard is final and acceptable to all the bidders.

- 1.04 The "Engineer" at his discretion may extend dead line for the submission of tenders (bids) and / or may amend the bidding documents in accordance with clause 3.04 in which case all rights and obligation of KPCL and Bidders previously subject to the dead line will thereafter be subject to the dead line extended.
- 1.05 The Tenderers (Bidders) shall bear all costs associated with the preparation and up loading 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 of the company at the bottom of each page of the bid. For any deviation bidder may give an alternative offer but bidder shall quote for the base offer as specified. However, the decision to consider the alternate bid lies with Engineer/Corporation. Conditional Bids and Bids with deviation 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 'Engineer' does not bind himself to accept the lowest or any tender and reserves the right to select from any tender, only such equipment and services as may be considered expedient to accept.
- 1.08 The Bidder is required to supply the quantities that are finally required to make the system complete in all respects. In case during execution additional quantity of supply is found required, Bidder/Contractor shall supply the additional requirement at the quoted unit price.
- 1.09 If any material/equipment ordered, required to be supplied earlier the contractor shall comply with such direction issued by the 'Engineer'
- 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 the matter of dispute regarding the conformity of supplies with the approved quality and/ or the performance of the contract, the decision of the 'Engineer' is final.
- 1.12 The 'Engineer' reserves the right to accept any or reject any/or all the tenders. However reasons for rejection will be recorded as per KTPP act.
- 1.13 'Incomplete' Bids and/or bids not accompanied by Bid Guarantee (EMD) will not be accepted and KPCL will not be responsible for the postal delays.
- 1.14 **MODIFICATION AND WITHDRAWAL OF BIDS.**
- 1.14.01 The bidder may modify or withdraw its bids after the bid submission, provided that such modification or withdrawal is up loaded to e- portal prior to the dead line prescribed for the submission of bids.
- 1.14.02 Bidder's modification or withdrawal notice shall be prepared, marked and up loaded to e-portal in accordance with the provision there in.
- 1.14.03 No bid is allowed to be modified after the dead line for submission of bids.

2.0 PREQUALIFICATION REQUIREMENT

- 2.01 The Bidder shall satisfy all the pre – qualification requirement as stipulated in the Notice inviting tender issued by the 'Engineer'



- 2.02 'Engineer' reserves the right to request for additional information and also reserves the right to reject the proposal of any tenderers (bidders) if any in his opinion the qualification data is incomplete.
- 2.03 Price bid of tenderers who have furnished all the documents in a satisfactory manner to meet the qualification criteria, technically and commercially responsive bids will only be opened.

3.0 BID DOCUMENTS

- 3.01 The scope of supply/work, bidding procedures and contract term are prescribed in the bidding documents, which consists of following parts. The content of each part is given below;

Part-I

- Abstract Tender Notification
- Brief Bid Notification
- Instructions to Bidders
- Section I - General Condition of Contract
- Section II - Special Conditions of Contract

Part-II -

- Section – A - Scope of Work
- Section – B - Technical Specification
- Section – C - Schedules

- 3.02 Bidder is expected to examine all instructions, forms, terms and specification in the Bid Document. Failure to furnish all information required in the Bid document or submission of Bid not substantially responsive in the view of the 'Engineer' to the requirement in the Bid document may result in the rejection of bid.
- 3.03 **Clarification of bidding document:** Prospective bidders requiring any further information or clarification of the bidding documents may notify KPCL on or before the date specified for the receipt of such request for clarification as indicated in the Notice Inviting Tender. The Bidders are requested to submit their questions or queries through e-mail in advance to the e-



procurement cell, GOK with a copy marked to Chief Engineer (Thermal-Designs). The Bidder shall clearly mention the page number, clause and paragraph numbers of the bid documents on which clarifications are sought. “Engineer” will respond to any request for information or clarification of the bidding documents. KPCL’s response/Clarification will be posted in e –portal. These response/clarification furnished by KPCL will form a part of bidding document.

- 3.04 **Amendment to bidding document:** At any time prior to the dead line for submission of bids KPCL 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-portal and this amendment will be binding on them.
- 3.05 Verbal clarification and information given by the ‘Engineer’ or his employees or his representatives shall not in any way be binding on KPCL.

4.0 SCOPE OF PROPOSAL

- 4.01 The scope of proposal shall completely cover the equipment and work specified under the bid document.
- 4.02 Bid not covering the entire scope of work may be treated as incomplete and hence rejected.

5.0 SUBMISSION OF BIDS/TENDER

- 5.01 The bids shall be prepared in accordance with the specification/notice inviting tender. The Bids shall be submitted in two parts (Two cover system). Completed bids both cover- I and cover – II shall be uploaded within the date and time published in e-procurement portal.
- 5.02 A specimen “form of bid” is enclosed as Annexure-A.
- 5.03 Any bid which is not uploaded according to the instruction stipulated above is liable for rejection.

6.0 SIGNATURE OF BIDS.

The Bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the



bidder. The name of the person signing should be typed or printed below the signature.

- 6.01 Bids by Corporation/Company shall be signed by the authorized persons of the bidding business entity indicating their proper legal name.
- 6.02 Erasures or other changes in the bid shall be initialed by the person signing the bid.
- 6.03 Bids not conforming to the above requirements of signing may be disqualified.

7.0 LOCAL CONDITION.

- 7.01 It will be imperative on 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'
- 7.02 It must be understood and agreed that all the factors which may have an effect on the execution of the scope of work, have been properly been 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 Corporation. Neither any change in time schedule of the contract nor any financial adjustment arising thereof shall be permitted by the purchaser, which are based on the lack of such clear information or its effect on the cost of supply and erection to the tenderer.

8.0 BID GUARANTEE (EARNEST MONEY DEPOSIT –EMD)

- 8.01 Tenders must be accompanied by Earnest Money Deposit of Rs.39.48 lakhs. E-Payment shall be made for Rs.1.00 lakhs and should be paid online through e-Procurement portal using any of the following payment modes.
 - a. Credit Card
 - b. Direct Debit
 - c. National Electronic Fund Transfer (NEFT)
 - d. Over the Counter (OTC) (only through designated branches of Axis Bank)

The balance amount of Rupees 38.48 lakhs towards EMD shall be furnished through Bank Guarantee on Rs.500.00 stamp paper issued by a Scheduled/nationalized bank . Scanned copy of the bank guarantee shall be



up-loaded to the e-portal and original Bank guarantee shall be submitted to Chief Engineer (Thermal – design), KPCL, Bangalore.

8.02 The bank guarantee submitted towards EMD shall be valid for a period of 210 days from the date of opening of the Technical bid (cover-I). In case, the validity of the Bid is required to be extended, the validity of the BG furnished towards EMD shall be extended up to 30 days beyond such extended Bid validity period.

8.03 The Bank guarantee shall be strictly as per the proforma appended in Annexure B. If there are any mistakes/deviations/omission from the proforma in the Bank guarantee furnished by the bidder, such bids are liable to be treated to have not furnished the EMD and their bids are liable for rejection. However, KPCL at its discretion may accept EMD with minor, spelling mistakes and on request by KPCL, Bidder shall get the BG corrected by the bankers.

Only on receipt of full EMD of Rs. 39.48 lakhs along with Technical Bid, Price bid will be opened and considered for evaluation.

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

For successful bidder, the EMD will be returned, only after entering in to agreement and furnishes the contract performance guarantee in an acceptable form.

EMD furnished by the bidder will be forfeited in case the bidder withdraws the offer during the validity or violates any clause stipulated in the bid.

No interest is payable to the bidder for Earnest Money Deposit.

Micro Small and medium Enterprises (MSME) registered with NSIC/UDYAM are exempted from payment of EMD (BG only). However, Tender processing fee as per kppp portal shall be paid in portal.

8.04 **Bids not accompanied with EMD will be rejected**

8.05 If the bidder withdraws his tender before the expiry of the bid validity period prescribed in the tender specification and if the successful bidder fails to submit



the contract performance guarantee as specified in the tender and or fail to enter into a contract with 'Corporation' in the form prescribed with related requirement within 30 days of the date of letter of award, the bid guarantee will be forfeited as liquidated damages.

- 8.06 The Bid guarantee of unsuccessful bidder will be returned after the award of the contract and entering into contract with the successful bidder.
- 8.07 For the successful bidder the Bid guarantee will be returned after he enters into contract agreement and furnish the contract performance guarantee in an acceptable format.
- 8.08 No interest is payable to the bidder for the Bid Guarantee amount

9.0 INFORMATION REQUIRED WITH THE BID.

- 9.01 The bids must clearly indicate the name of the "Manufacturer", the type or model of each principle item of equipment proposed to be furnished and erected. The Bids should also contain drawings and descriptive material indicating, general dimension, material from which the parts are manufactured, principle of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed erection organizational structure.
- 9.02 The above information shall be furnished by the bidders in the form of separate sheets, drawings and catalogues
- 9.03 Any bid not containing sufficient descriptive material to describe accurately the equipment, may be treated as incomplete and hence rejected. The departure from the specifications are not normally acceptable unless it is found advantageous to KPCL.
- 9.04 Oral statement made by the bidder or his representatives at any time regarding the quality, quantity or arrangement of equipment or any other matter will not be considered.
- 9.05 Standard catalogue pages and other documents of the bidder may be used in the bid to provide additional information and data as deemed required by the bidder'.



10.0 BID OPENING

- 10.01 The purchaser will open Cover -1 first in the presence of the representatives of the Bidders who choose to attend at the date, time and at the address indicated in the invitation for bid/notice inviting tender.

Documents furnished in cover -1 will be scrutinized to determine the bidders qualifying criteria. Cover -2 of only those bidders who are found qualified will be opened thereafter. Date of opening of cover -2 would be posted in e- portal. The qualified bidder will also be intimated in advance to be present for witnessing the opening of cover -2.

- 10.02 If the bid opening date turns out to be a Holiday for some reason, the bids will be opened on the following working day at the same time and location / address.
- 10.03 The Bidders name, prices of main and alternative Bid's (if any), discount offered, modification, presence and absence of bid security (EMD) and such other details as the 'Corporation' may consider appropriate will be read out at the bid opening.

11.0 PRELIMINARY EXAMINATION

- 11.01 The purchaser will examine the bids to determine whether they are complete, whether any computational error 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 a 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 will be corrected.
 - b) If there are discrepancies between the total bid amount and the sum total price of items forming the total bid amount, the sum of the total prices of items shall prevail.
 - c) If there is any discrepancy between the amount indicated in figures and that indicated in the words, the lower of the two will be considered.



- 11.03 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents by reviewing the Bids. A substantial responsive bid is one which conforms to all the terms and condition of the Bidding document without material deviation.

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 purchaser to the Bidders while the Bids are under consideration. Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any mean, the “Corporation”/ “Engineer” and/or its employees on matters related to the bids under consideration. The ‘Engineer’ if necessary will obtain clarifications on the bids by requesting such information from any or all the bidders as may be necessary. The bidder will not be permitted to change the substance of the bids 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 purchaser for rejection of his Bid. The purchaser shall always be at liberty to reject or accept any Bid or all the Bids at his sole discretion and any action will not be called in to question and the Bidder shall have no claim in this regard against KPCL.
- 13.02 The bids should be kept valid for a period of **180** calendar days from the date of submission of Bids at e-portal. The bid security (EMD) shall also be kept valid for 210 calendar days from the date of bid opening of the bids.

14.0 EVALUATION AND COMPARISON OF BIDS

- 14.01 The Bids, which are found substantially responsive and accepted will be evaluated by KPCL to ascertain the lowest technically acceptable bid.
- 14.02 In case of arithmetical error the rectified price as indicated in clause 11.02 above will be considered for evaluation.



- 14.03 The evaluation of Bids shall be based on lump sum prices quoted in e- portal by the bidder in schedule-B of prices in col.no.3 and loading of capitalization of losses.

15.0 CONTRACT PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

- 15.01 The successful bidder shall furnish Bank Guarantee/Electronic Bank Guarantee (e-BG) from a scheduled bank towards contract performance, equivalent to 5% of the Contract value for due and faithful performance of the contract, with an appropriate validity period (including Guarantee Period of 12 months from the date of commissioning) at the time of entering into contract agreement. The B.G. furnished shall be through a Nationalized / Scheduled Bank on Rs.500/- stamp paper as per KPCL format appended in Annexure-B.
- 15.02 The performance guarantee BG will be returned to the 'Contractor' on successful performance of the contract after the expiry of guarantee 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 letter of award on Non-judicial stamp paper for a value of Rs.500/- and in addition Rs.500/- for every Rs.1000000/- or part thereof in excess of Rs.1000000/- subject to maximum of Rs.500000/- purchased in Karnataka strictly in the format furnished as Annexure-D

17.0 SUIT OR PROCEEDINGS:

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

18.0 ARBITRATION

Any disputes 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 Arbitrations center-Karnataka (Domestic & International) Rules 2012 by one or more arbitrators appointed in accordance with its rules.

**ANNEXURE – A****FORM OF BID****(To be furnished along with the Bid)**

To

The Chief Engineer (Thermal Designs)
Karnataka Power Corporation Ltd.,
No-3, (Green Building), 2nd Floor,
Behind Drug Controller Office Premises,
Palace Road,
BANGALORE - 560 001.

Sir,

We hereby tender for the equipment in the Schedule subject to the under mentioned conditions of Contract:

1. This tender will hold good for a period of **180** days from the date of submission of bids at e-portal.
2. We certify that equipment offered by us will strictly conform to the specifications of the enquiry or to such modifications thereof as have been fully explained in our tender.
3. The equipment will be delivered within months from the date of receipt of Letter of Award.
4. We note that Withdrawal from this tender within the period referred to in Clause (1) or failure to supply the materials offered in the tender and accepted by the Chief Engineer (Thermal Designs), Karnataka Power Corporation Ltd., after the order is placed will entail the levy by the Chief Engineer (Thermal Designs) Karnataka Power Corporation Ltd., of a penalty as stipulated in the tender as and by way of liquidated damage.



We also note that the Chief Engineer (Thermal Designs), Karnataka Power Corporation Ltd., does not bind himself to accept the lowest or any particular tender and reserves the right to consider/reject any or all the tenders.

We hereby agree to all the terms and conditions of the tender excepting those which are specifically commented upon by us. We also note that Chief Engineer (Thermal Designs) reserves the right to place orders for a portion of the items and/or quantities.

Company Seal

Yours faithfully

Signature : _____

Full address : _____

Station :

Dated :

**ANNEXURE – B****FORM OF GUARANTEE BOND TOWARDS EARNEST MONEY DEPOSIT**

(On Rs. 500/- Stamp paper)

(To be used by Nationalised / Scheduled Bank)

(To be stamped in accordance with the Indian Stamp Act)

Whereas the Karnataka Power Corporation Limited (hereinafter called the said Corporation) has agreed to exemptherein after called the said tenderer) from the demand of earnest money deposit in cash required to accompany the said tenderer's tender dated.....for the works under the intent of the specification of.....submitted to the said Corporation on production of a Bank Guarantee for Rs. ----- (Rs. --- ----- only).

And whereas the said tenderer has specifically agreed to the conditions that the said tenderer shall keep the tender valid till the date of firmness stipulated by him and shall, if the tender is accepted; enter into an agreement with the said Corporation (hereinafter called the said condition) in default where of the said tenderer has agreed to the forfeiture of the earnest money deposit.

1. We.....Bank, (herein after referred to as "the Bank")do hereby undertake to pay to the said Corporation an amount not exceeding Rs.....on any breach by the said tenderer of the said condition.
2. We.....Bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the said Corporation stating that the amount claimed is due by reason of any breach by the said tenderer of the said condition. 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 -----
-----.
3. We.....Bank, further agree that the guarantee herein contained shall remain in full force and effect till the Chief Engineer(Thermal Designs) Karnataka Power Corporation Ltd., certifies that the said condition has been fulfilled by the said tenderer 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.

4. We.....Bank, further agree with the said Corporation that the said Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary the conditions of the tender, acceptance or agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the said Corporation against the said tenderer and to forbear or enforce any of the terms and conditions relating to the tender, acceptance or agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the said Corporation or any indulgence by the said Corporation to the said tenderer or by any such matter or thing whatsoever which, under the law relating to sureties would, but for this provision, have the effect of so relieving us.
5. WeBank, lastly undertake not to revoke this guarantee during the currency except with the previous consent of the said Corporation in writing.
6. Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. ----- (Rupees -----) and our guarantee shall remain in force until.....
7. 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 thereunder.

Dated.....day of2024 for
.....Bank.

INSTRUCTION FOR FILLING THE PROFORMA:

1. The Bank Guarantee should be executed by the bank on Non-judicial Stamp paper purchased within six (6) months prior to the date of execution and in the name of the Bank.



2. All Blank spaces in the proforma should be filled in with appropriate information and the document should bear the authorised signature and seal of the Bank.
3. All additions, deletions or corrections subsequent to the execution of the document should be attested with signature and Bank Seal.

The document should not bear the seal or signature of the Bidder/Supplier on whose behalf the above Bank guarantee is being issued

**ANNEXURE-C****FORM OF GUARANTEE BOND TOWARDS CONTRACT
PERFORMANCE GUARANTEE (SECURITY DEPOSIT)
(On Rs.500 Stamp Paper)**

(To be used by Nationalised/Scheduled Bank)

(To be stamped in accordance with the Indian Stamp Act.)

1. 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 letter of award dated.... Issued by.....of initial security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said letter of award 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.
2. 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 in accordance with 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.....
3. 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 award of intent 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 Chief Engineer 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 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.

4. 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(s) 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.
5. We,.....Bank, lastly undertake not to revoke this guarantee during its currency, except with the previous consent of the Corporation in writing.
6. Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs.....and for guarantee shall remain in force until.....
7. 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 thereunder.

Dated.....that.....day
of.....forBank.

INSTRUCTIONS FOR FILLING THE PROFORMA

1. The Bank guarantee should be executed by the Bank on non-judicial stamp paper purchased within 6 months prior to the date of execution and in the name of the Bank.



2. All blank spaces in the proforma should be filled in with appropriate information and the document should bear the authorised signature and seal of the Bank.
3. All additions, deletions or corrections subsequent to the execution of the document should be attested with signature and bank seal.
4. The document should not bear the seal or signature of the Contractor/supplier on whose behalf the entire above bank guarantee is being used.
5. The document should bear the Bank Seal and Bank Guarantee No. and date on every page.
6. Full address of the contractor and the Bank shall be furnished at the appropriate place.

**ANNEXURE- D**

FORM FOR CONTRACT AGREEMENT
KARNATAKA POWER CORPORATION LIMITED

FIRST PARTY (in the name of the Contractor)

SECOND PARTY: Karnataka Power Corporation Limited

**CONTRACT AGREEMENT**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER)

(To be stamped in accordance with the Karnataka Stamp Act.)

(For value of Stamp paper, please refer Principal Accountant General (E&RSA), Karnataka office letter dtd. 06.06.2016)

Agreement No.

Date:

The Agreement executed on this ____ day of _____ 2025 between the Karnataka Power Corporation Ltd (KPCL)., A Company registered under the Indian companies Act 1956 having its registered office at #2, 'Shakthi Bhavan', Race Course Road, Bengaluru -560001 (hereinafter referred to as the "Owner or Corporation" which terms shall include its successors and assignees) of the one part and M/s_____, having its Registered Office at _____(hereinafter referred to as the "Contractor" which term shall include their successors and legal representatives) of the other part.

WHEREAS

- 1) The Chief Engineer (Thermal Designs) KARNATAKA POWER CORPORATION LIMITED invited bid for the work of _____(Indicate the name of work) vide E-tender No. _____ (indicate the e-tender No. and date). The Contractor vide Offer Ref. No. _____ (indicate the offer No. and date) submitted through e-procurement portal, GoK.
- 2) The bid of the Contractor has been accepted by the said Chief Engineer (Thermal Designs) (indicate the TAA) on behalf of the Karnataka Power Corporation Ltd. Subject to the terms and conditions detailed vide Work Order /

 Instructions to Bidders



Job Order No. _____ (indicate the WO/JO No. and date) (herein after referred to as order) for a sum of Rs. _____ (Rupees _____ Only) including Goods and Services Tax (GST) at 18%(indicate applicable rates).

- 3) The Contractor has agreed to execute the works on the terms & conditions as detailed in the Bid Document and subsequent amendments thereto for successful completion of the work.
- 4) The Contractor having accepted the order was required to execute agreement and to furnish a Bank Guarantee (BG)/~~Demand Draft (DD)~~ towards the Security Deposit for the due fulfillment of the contract

The Contractor has furnished a Bank Guarantee / Demand Draft bearing No. _____ in favour of the Corporation for a sum of Rs. _____ (Rupees _____ Only) towards the security deposit, for the due fulfillment of the agreement from the _____ Branch and further agreed to renew it to the extent required to cover the full contract period including guarantee period under the agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as respectively assigned to them in the Bid document, General and Special Conditions of the Contract.
2. The following documents shall constitute the Contract between the KPCL and the Contractor. And each shall be read and construed as an integral part of the Contract.
 - i. Bid Notice (e-tender No.....)
 - ii. The Contractor offer ref No. Dated..... submitted through kppp portal, GoK
 - iii. KPCL WO/JO No. Dtd.....
 - iv. The Contractor WO/JO acceptance letter ref No. dtd.....
 - v. General Conditions of Contract
 - vi. Special Conditions of Contract
 - vii. Financial Teme & Conditions
 - viii. Billing Schedule
 - ix. Technical Specifications & drawings
 - x. Any other documents as may be necessary
 - xi. Annexures.



3. In consideration of Payment to be made by the Corporation to the Contractor, the contractor hereby covenants with the KPCL to execute the work in conformity in all respects with the provisions of the contract.
4. The Corporation hereby covenants to pay the contractor, in consideration of the execution, completion of the work, the contract price at the time and in the manner prescribed by the contract.
5. The Contract shall abide by the Indian Laws in force

In witness whereof the parties..... and..... have set their respective hands and seals on the day, month and year first above written in the presence of the following witnesses.

Signed on behalf of the Contractor

Signed on behalf of KPCL

In the presence of

WITNESS-1

WITNESS-1

(Signature)

(Signature)

(Name & Designation in Block Letters)
Letters)

(Name & Designation in Block

WITNESS-2

WITNESS -2

(Signature)

(Signature)



SECTION - I

GENERAL CONDITIONS OF CONTRACT

**PART- I****SECTION-I****GENERAL CONDITIONS OF CONTRACT**

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1.23	Liability For Accident And Damages	
1.24	Penalty For Delay In Completion	
1.25	Bidder's Default	
1.26	Force majeure	
1.27	Delay by 'Corporation' or his authorized agents	
1.28	Termination of contract	
1.29	No Waiver of Rights	
1.30	Certificate not to affect the right of Corporation and 'Liability of the Bidder'	
1.31	Completion of contract	



1.32	Enforcement of Term	
1.33	Corporation or Engineer Decision	
1.34	Suspension of works	
1.35	Power To Vary Or Omit Works	
1.36	Guarantee	
1.37	Replacement of defective / damaged parts and material	
1.38	Defense of suits	
1.39	Limitations of liabilities	
1.40	Permits and license	
1.41	Secrecy	
1.42	Performance guarantee Testing	
1.43	Engineering data	
1.44	Drawing & Instruction manual	
1.45	Mistakes in drawings	
1.46	Manufacturing Schedules	
1.47	Design Improvements	
1.48	Quality assurance program	
1.49	Corporation/Engineers Supervision	
1.50	Inspection, testing and Inspection Certificate	
1.51	Tests at Bidders Premises	
1.52	Preservative shop coating	
1.53	Protective guards	
1.54	Design coordination	
1.55	Tools and Tackles	
1.56	Taking over	
1.57	Correspondence	
1.58	Construction of contracts and applicable law	
1.59	Notices	
1.60	Rejection of defective equipment	
1.61	Liability for accidents and damage	
1.62	Essential Spares	



SECTION-I**GENERAL CONDITIONS OF CONTRACT****1.01.00 DEFINITION OF TERMS:**

- 1.01.01 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.
- 1.01.02 “Corporation” shall mean ‘Karnataka Power Corporation Ltd (KPCL) on whose behalf the enquiry is issued by its representative, the ‘Engineer’ and shall include its successors, assigns as well as its authorized officer/representative.
- 1.01.03 “Engineer” shall mean the Chief Engineer (Thermal Designs) or such other officers as may be duly authorized by KPCL to act as “Engineer” for the purpose of this contract. In case where no such ‘Engineer’ has been so appointed the word ‘Engineer’ shall mean the ‘Corporation’ or his duly authorized representative.
- 1.01.04 Sub Vendor / Sub bidder shall mean the person or firm named in the contract, undertaking a part of the work or any person or firm to whom a part of contract has been sub-let with the consent in writing of the ‘Corporation’/‘Engineer’ and shall include his legal representative, successors and permitted assigns.
- 1.01.05 Plant or ‘equipment’ or ‘works’ shall mean the goods to be supplied and service to be provided by the ‘bidder’ under the purchase order or contract. Plant or ‘equipment’ or ‘works’ shall mean the goods to be supplied and service to be provided by the ‘bidder’ under the purchase order or contract.
- 1.01.06 **APPROVED** shall means the written approval of the ‘Corporation’ or ‘Engineer’ or his authorized representative.
- 1.01.07 **AWARD OF CONTRACT** shall mean issue of the letter of award (LOA).
- 1.01.08 **CODES AND STANDARDS** shall mean all the applicable codes and standards as indicated in the specification.



- 1.01.09 COMMERCIAL OPERATION shall mean the use of equipment for work which the contract contemplates or that for which the equipment or works is commercially capable.
- 1.01.10 COMMISSIONING shall mean integrated activity covered under "Preliminary Operation", "Initial Operation", "Trial operation", and carrying out "Tests before Taking-over" of Plant under the Contract.
- 1.01.11 DELIVERY PERIOD shall mean a period of 08 (Eight) calendar months for delivery of complete equipment/system with accessories including essential spares to site from the date of issue of Letter of Award.
- 1.01.12 COMPLETION PERIOD shall mean a period of 12 (Twelve) calendar months including monsoon period for entire scope of specification and associated equipment from the date of receipt of material at individual sites.
- 1.01.13 CONTRACT PERIOD shall mean the period commencing from the date of issue of LOA and shall include the delivery period, Installation and commissioning and up to the completion of guarantee period and any extensions thereof.
- 1.01.14 CONSULTANT shall mean the person or firm named in the contract to work as consultant or such other person as may be duly authorized and appointed by the 'Corporation' to act as consultant for the purpose of contract.
- 1.01.15 CONTRACT shall mean the agreement executed by bidder with the Corporation with all its annexures and schedules.
- 1.01.16 BIDDER shall mean the successful bidder whose BID has been accepted by the Corporation and who has entered into an agreement with the Corporation for the fulfillment of the Contract and shall include his heirs, legal representatives, successors.
- 1.01.17 BIDDER'S REPRESENTATIVE means the person named as such in the Contract or other person appointed from time to time by the Bidder in his place in accordance with the Contract.
- 1.01.18 CONTRACT PRICE shall mean the price stated in the letter of award and agreed to in the contract document.
- 1.01.19 CORRESPONDENCE shall mean any letter, FAX, E-mail or other written communication related to the contract but excluding 'notices'.



- 1.01.20 DATE OF CONTRACT shall mean the calendar date on which the 'Corporation' and the 'bidder' have signed the contract.
- 1.01.21 DRAWINGS shall mean all of the following:
- a) Drawings furnished by the 'Corporation' or the 'Engineer' as a basis for proposal.
 - b) Drawings furnished by the OWNER'S CONSULTANT duly approved by the OWNER.
 - c) Supplementary drawings furnished by the 'Corporation' or the 'Engineer' to clarify and to define in greater details the intent of the contract.
 - d) Drawings submitted by the 'bidder' with his proposal provided such drawings are acceptable to the 'Corporation' or the 'Engineer'
 - e) Drawings furnished by the 'Corporation' or Engineer to the 'Bidder' during the progress of the work.
- 1.01.22 **FINAL COMPLETION** shall mean that all works indicated in the Contract scope of work is completed as directed and the site is cleared to the satisfaction of the 'Corporation' or the 'Engineer'.
- 1.01.23 **GOODS** shall mean the equipment machinery and/or other materials which supplier is required to supply and erect under contract.
- 1.01.24 **GUARANTEE PERIOD** shall mean the period during which the plant or equipment shall give the same performance as guaranteed by the bidder in the schedule of guarantee in the specification.
- 1.01.25 **INSPECTOR** shall mean the authorized representatives appointed by the Owner or the Consultant or Owner's Third Party Inspection Agency for purpose of the inspection of materials / Equipment/ Works / Services.
- 1.01.26 **LETTER OF AWARD** or "LOA" means 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. The date of issue of Letter of Award shall be taken as the effective date of commencement of all the works under the contract.
- 1.01.27 **MANUFACTURERS** refer to a person or firm who is the producer and furnisher of material and/ or designer and fabricator of equipment to either 'Corporation' or the 'bidder' or both under the contract.



- 1.01.28 MONTH shall mean the calendar month and DAY shall mean the calendar day.
- 1.01.29 NOTICE IN WRITING or 'written notice' shall mean a notice in written, typed or printed characters sent (or delivered personally or otherwise proved to have been received) by registered post to the last known private 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.
- 1.01.30 OWNER shall mean Karnataka Power Corporation Ltd and shall include its successors, assignees.
- 1.01.31 OWNER'S REPRESENTATIVE OR ENGINEER means the concerned Chief Engineer or the person appointed by the Owner from time to time and notified as such to the Bidder to act as Owner's Representative for the purposes of the Contract.
- 1.01.32 PERFORMANCE GUARANTEE TEST shall mean the tests as prescribed in the specification to be done by the 'Bidder' to prove the efficiency operating and acceptance parameters as guaranteed in the contract document.
- 1.01.33 PLANT or EQUIPMENT or WORKS shall mean the goods to be supplied and service to be provided by the 'bidder' under the purchase order or contract.
- 1.01.34 PROJECT shall mean the project specified in the project information.
- 1.01.35 SERVICES means supply, Installation & commissioning covered under the contract
- 1.01.36 SITE shall mean the actual place of the proposed project as detailed in the specification.
- 1.01.37 SUB VENDOR/SUB BIDDER shall mean the person or firm named in the contract, undertaking a part of the work or any person or firm to whom a part of contract has been sub-let with the consent in writing of the 'Corporation'/'Engineer' and shall include his legal representative, successors and permitted assigns.
- 1.01.38 SUPPLY PORTION of the 'contract price' shall mean the all-inclusive FOR destination (site) value of the equipment/supplies to be made under the 'contract'.



- 1.01.39 TAKING OVER shall mean taking-over of the Plant by the Owner for the purpose envisaged under the Contract or that for which the Plant is commercially capable, as certified upon completion of supervision of erection, testing and commissioning as specified in the Contract. CERTIFICATE OF TAKING-OVER shall mean the certificate issued by the Owner after completion of commissioning.
- 1.01.40 VIRTUAL COMPLETION DATE shall mean the date on which the equipment and/or works is ready for 'Taking over' by the 'Corporation' upon which it could be put on "Commercial use".
- 1.01.41 WRITING shall include any manuscript; type written, printed statement under or over signature and seal as the case may be.
- 1.01.42 WORDS IMPARTING 'PERSON/ individual' shall include firm, company, Corporation and association or bodies of individuals whether incorporated or not.
- 1.01.43 WORDS IMPARTING 'SINGULAR' shall also include plural and vice versa where the context so requires.
- 1.02.00 SCOPE OF THE CONTRACT**
- Please refer Part-II, Section A- Scope of Work.
- 1.03.00 BIDDER TO INFORM HIM SELF 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 specification he shall before quoting 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 through e procurement cell. Any information otherwise obtained by the Corporation shall not in any way relieve the Contractor of his responsibility to fulfill his obligation under the contract. Bidder may visit site to know existing conditions prevailing at site.
- 1.04.00 COMPLETENESS OF CONTRACT**
- The contract shall be complete and shall include all accessories, which even though not specifically mentioned in these Specifications and Schedules and are essential for the satisfactory operation of the



equipment as a whole. The Contractor shall co-operate fully with the other manufacturers in the design, manufacture and testing of the entire plant which shall be completed in all respect.

1.05.00 DEPARTURES FROM SPECIFICATIONS

The Corporation does not bind itself to accept the lowest or any bid. However, consideration will be given to any special proposal put forward by the Contractor with a view to enhance the efficiency of the goods.

The Bidder shall comment on the Corporation's specifications, clause by clause. Should the bidder wish to depart from these specifications, he shall submit a complete list of departures together with full particulars of the reasons for the departures in a separate schedule with reference to Section and Paragraph numbers of bid specifications. Unless this is done and also the Corporation's concurrence in respect of such departures is given in writing, the plant offered shall be deemed to comply in every respect with the Corporation's specifications.

1.06.00 CONTRACT AGREEMENT AND PERFORMANCE GUARANTEE

1.06.01 CONTRACT AGREEMENT:

The successful bidder shall sign the contract agreement within 30 days from the date of issue of letter of award on Non-Judicial stamp paper for a value of Rs.500/- (Rupees Five Hundred only) and in addition Rs.500/- for every Rs.1000000/- or part thereof in excess of Rs.1000000/- subject to maximum of Rs.500000/- purchased in Karnataka strictly in KPCL format furnished for due fulfillment of the contract.

1.06.02 CONTRACT PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

For the due and faithful performance of the Contract the successful bidder shall be required to furnish a performance guarantee (Security Deposit) of 5% of the Contract value in the form of Bank Guarantee/e-BG (by any Scheduled or Nationalized Bank) on a non-judicial Stamp paper of Rs. 500/- only. The Bank Guarantee shall be strictly as per the format enclosed and should be furnished within 20 days after the issue of LOA. The Bank guarantee shall be valid for the entire period of the Contract. The Performance Guarantee will be returned to the Contractor on successful performance of the Contract after the expiry



of guarantee period. No request for furnishing reduced Bank guarantee will be considered. No interest is payable on the Contract Performance Guarantee.

The contractor shall extend the Bank Guarantee towards Security deposit beyond the stipulated Guarantee period, if necessary. In case defects are notified during the Guarantee period, the Bank Guarantee shall be valid till such time the defects are rectified and performance of the equipment is satisfactory for a further period of twelve months from the date of replacement/rectification of such defects or the original guarantee period, whichever is later. Security deposit will be treated as to have been paid only after the Bank Guarantee furnished by the Contractor is accepted by the Corporation in writing.

1.07.00 MANNER OF EXECUTION OF CONTRACT

1.07.01 The “Contractor” after the receipt and acceptance of the ‘letter of award’ will send one set of the final contract agreement along with performance guarantee/security deposit BG to the “Corporation” for the scrutiny and approval. The agreement shall be signed on a stamp paper for a value of Rs.500/- (Rupees Five Hundred only) and in addition Rs.500/- for every Rs.1000000/- or part thereof in excess of Rs.1000000/- subject to maximum of Rs.500000/- purchased in Karnataka State) on date and time to be mutually agreed within the specified period. The “Contractor” will present himself for signing with “performance guarantee” and power of attorney and other requisite material.

1.07.02 The agreement will be signed in one original. “Contractor” will be provided with a certified copy and original will be retained by the “Corporation”.

1.07.03 Subsequent to signing of the contract, the “Contractor” at his own cost shall provide the “Corporation” with at least **12**(Twelve) duly bound copies of the agreement and soft copies in CDs/pen drive within 10 days of signing the contract.

1.08.00 EFFECT AND JURISDICTION OF CONTRACT

1.08.01 The contract shall be considered as having come in to force from the date of issue of letter of award by the Corporation to the Contractor. The law applicable to this contract is the law in force in India.

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

**1.09.00 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 supply and Supervision of Erection, Testing & Commissioning does not get affected.

1.10.00 ASSIGNMENT AND SUBLETTING OF CONTRACT:

- 1.10.01 The Bidder shall not assign the contract or any part thereof or any benefit or interest there in or there under without the prior written consent of the Corporation.
- 1.10.02 The bidder shall submit two copies of the sub vendor/sub contractor's experience capability to the Corporation to enable the latter to assess the suitability of the sub vendor/subcontractors to perform work.
- 1.10.03 The bidder shall not sublet the whole of the contract. Except where other-wise provided by the contract, shall not sublet any part of the contract without prior written consent of the Corporation, which shall not be unreasonably withheld and such a consent if given shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub vendor/subcontractor, his agents, servants, workmen as fully as if they were the acts, defaults, neglects of the Contractor his agents, servants or workmen.
- 1.10.04 In the event of the bidders contravening this condition, Corporation shall be entitled to place the order for the sub-contracted portion elsewhere on the contractor's account, and at his risk and the contractor shall be liable for any loss or damage which the Corporation may sustain in consequence or arising out of such replacing of the sub-contract.
- 1.10.05 The bidder shall be responsible for transmitting pertinent data of all sub contract terms and conditions of the sub vendors / sub-contractors. The Contractor shall furnish to the Corporation two 'un -priced' copies of all sub- vendors showing the promised delivery dates/places/ program.
- 1.10.06 Should any sub-bidder fail to carry out any portion of the work satisfactorily, this work shall be cancelled by the Contractor on written notice of the Corporation to that effect. The work however shall be continued by the Contractor himself or through another approved sub-contractor and complete the work as per agreed schedule.



1.11.00 PATENT RIGHTS AND ROYALTIES:

- 1.11.01 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 other 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, plant, 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 apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it so it becomes non-infringing.
- 1.11.02 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.
- 1.11.03 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.

1.12.00 TIME IS THE ESSENCE OF CONTRACT:

- 1.12.01 The time and date of completion of the works as stipulated by the



Corporation in the bid specification and accepted by the Contractor shall deem to be the essence of 'contract'. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed. The time for completion of the 'works' contracted shall be reckoned from the date of the issue of the '**letter of award**'.

- 1.12.02 Contractor shall submit the detail program of work in the form of a network. The requirement of Corporation or input schedule if any shall also be incorporated in the network after detailed discussion and mutual agreement with the Corporation.

1.13.00 INSURANCE:

- 1.13.01 The contractor shall arrange, secure and maintain insurance for contractor's scope of supply of materials as may be necessary and for all such accounts to protect his interest and the interest of the Purchaser against all risks as detailed herein. This comprehensive insurance shall cover all types of risks from the place and time of dispatch till delivery up to completion of commissioning at site. The form and the limit of such insurance, as defined herein together with the under-writer thereof in each case shall be acceptable to the Purchaser. However, irrespective of such acceptance, the responsibility to maintain insurance at all times till the completion of work shall be that of CONTRACTOR alone. The CONTRACTOR'S failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

- 1.13.02 Any loss or damage to the equipment during handling and transporting and till such time the equipment is delivered and unloaded at the Purchaser's premises shall be to the account of the Contractor. The contractor shall be responsible for preparing of all claims and for making good the damage or loss by way of repairs and/or replacement of the portion of the material/equipment damaged or lost during transit. All loss or damage shall be replaced immediately by the contractor without waiting for the insurance claim settlement from his underwriters. The transfer of title shall not in any way relieve the Contractor of the above responsibilities. The CONTRACTOR shall provide the purchaser with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted immediately after such insurance coverage. The contractor shall also inform the purchaser in writing at least 60(sixty) days in advance, regarding the expiry, cancellation and/or change in any such documents and ensure re-validation/renewal etc. as may be necessary well in time.

- 1.13.03 The CONTRACTOR shall obtain insurance cover with Indian Insurance



Companies only and insurance cover shall be valid till such time the equipment is finally delivered and unloaded at site by the Purchaser.

1.14.00 CONTRACT PRICE:

Please refer Part-I, Section II- Special Condition of contract.

1.15.00 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 on request.

The Invoice will become payable after the conditions stipulated in the "Terms of payment" are satisfied/fulfilled.

1.16.00 TERMS OF PAYMENT:

The terms of payment shall be as in Part-I, Section-II of the Special conditions of the contract.

1.17.00 PAYING AUTHORITY

The terms of payment shall be as in Part-I, Section-II of the Special conditions of the contract.

1.18.00 DETAILS OF CONTRACT DRAWINGS:

Contractor shall carryout all works only as per approved drawings given by the corporation. Any work performed or material ordered by the Contractor without the specific approval by the Corporation shall be at the risk of the Contractor.

1.19.00 REFERENCE STANDARDS:

1.19.01 The Codes and /or standards referred to in the 'Specification' shall govern, in all the cases wherever such references are made. In case of conflict between such codes and / or standards and the specifications, the latter shall govern. Such codes and / or standards referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies. In case of any further conflict in the matter, the same shall be referred to the Corporation whose decision shall be final



and binding.

- 1.19.02 Other Internationally acceptable standards which ensure equal or higher performance than those specified shall also be accepted after approval of the Corporation.

1.20.00 PROGRAMME OF WORK:

- 1.20.01 Within **15** days of the issuance of LOA, the Contractor shall furnish the detailed program of work in the form of network including design, manufacture, purchase of sub-vendor item (including purchase of raw material supply, testing) as detailed in the specifications.
- 1.20.02 The program network shall include all the customer inputs required with his schedule of requirement.
- 1.20.03 Access to the Contractor's and sub contractor's works is to be granted to the Engineer at all reasonable times for the purpose of ascertaining progress.

1.21.00 PACKING, FORWARDING AND DESPATCH:

- 1.21.01 Contractor wherever applicable shall after painting and tropical treatment as required in the contract shall pack and crate all equipment in a manner suitable or acceptable to the Corporation so as to protect the material from damage and deterioration in transit, handling and during storage at site till the erection. Contractor shall be responsible for all loss or damage caused or occasioned by any defect in packing, transit until delivery at site.
- 1.21.02 Contractor shall notify the Corporation the date of each consignment dispatched, mode of dispatch and expected date of arrival at site.
- 1.21.03 Contractor shall give the complete details of the dispatch information concerning the weight, size, contents in each package including other information the Corporation may require.
- 1.21.04 No material/equipment shall be dispatched without prior dispatch clearance /instruction from the Corporation.

1.22.00 DESPATCH DOCUMENT:

- 1.22.01 The Contractor shall prepare dispatch documents in such a way as to enable the Corporation for easy identification of material.



- 1.22.02 The packing list shall clearly indicate whether the dispatch of that particular item is partial or complete. In addition it should indicate, case number, gross and net weight of each case, dimension of each case and complete description of material with identification of each part, with respect to drawings, instruction manual and also furnish the storage procedures. Each part shall contain an identification tag securely fastened to it.
- 1.22.03 The description of item indicated in the contract in the packing list and in the invoice should tally.
- 1.22.04 Invoice must indicate in addition to other regular statement, the clear description of item, its quality and quantity as indicated in the list of goods.
- 1.22.05 The dispatch document and invoice must be furnished in triplicate to the Corporation with the copies to site authorities as instructed.
- 1.22.06 In case of short shipment, the Contractor shall make prompt delivery of the short-shipped goods at no extra cost to corporation and the Contractor shall bear all additional expenditure incurred by the corporation due to short shipment.
- 1.22.07 The external damages/shortages that are glaringly visible, as a result of rough handling in transit or due to defective packing will be intimated/ascertained to/by the Contractor after the receipt of material. Internal damages / shortages which cannot be ordinarily be detected by superficial visual examination, though due to rough/bad handling in transit or defective packing would be intimated/ ascertained only after detailed survey/inspection of such material by the Corporation/Contractor. In either case the defective materials should be replaced by the Contractor free of cost at site without waiting for settlement of claim by the under writers.

1.23.00 LIABILITY FOR ACCIDENT AND DAMAGES:

Under the contract the Contractor shall be totally responsible for all loss or damage to the material/equipment until the material/equipment is accepted after testing and commissioning at site.

1.24.00 PENALTY FOR DELAY IN COMPLETION:

- 1.24.01 The Contractor shall agree that the work shall be commenced and carried



out and at such points and in the order of procedure as directed by the Corporation in accordance with the completion schedule outlined in the contract.

- 1.24.02 It is not incumbent on the Corporation to notify the Contractor, when to begin, to cease or resume the work, nor to give early notice of rejection of faulty work nor in any way superintend so as to relieve the Contractor of responsibility or of any consequence of neglect or carelessness by him.
- 1.24.03 If the Contractor has delayed at any time in the commencement or during the progress of the work by any act or changes ordered in the work in writing by the Corporation or by Force majeure, the completion period will be extended for a period equivalent to the delayed period justified and established by the Contractor with documentary evidence on its examination and acceptance at the time of occurrence of such special circumstances occurring and not towards the end of the 'Contract period'
- 1.24.04 The time stipulated in the contract for the execution and completion of contract shall be the essence of the contract. In the event the Contractor fails to execute & complete the work as scheduled and deliver the works within the time specified in the contract; the Contractor shall pay to the Corporation by way of penalty, for not completing the work as indicated in the completion period. The Corporation may without prejudice to any method or recovery, deduct the amount for such delay/damages from any amount due or which may become due to the Contractor.
- 1.24.05 In the event of extension of time being granted by the Corporation in writing for completion and delivery of completed 'works' the penalty clause will apply after the expiry of such extension clause as stated in clause 3.08.00.
- 1.24.06 If the Contractor fails in the due performance of this contract by not completing or by delaying, Contractor is liable for the penalty as indicated. However, the total penalty is limited to the ceiling indicated elsewhere in the specification.

1.25.00 BIDDER'S DEFAULT:

- 1.25.01 If the Contractor neglects to execute the 'works' with due diligence and expedition or refuse or neglect to comply with reasonable orders given to him in writing by Corporation in connection with the 'works' or contravene the provision of the contract, the Corporation may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within



30 days from the date of service thereof then in such case, the Corporation shall be at liberty to terminate the contract.

1.25.02 The Corporation may upon such termination complete the Plant itself and / or by employing any other Contractor. The Corporation or such other Contractor may use for such completion such of the Construction Documents, other design documents made by or on behalf of the Contractor, Contractor's equipment, temporary works, plant and materials as he or they may think proper. Upon completion of the Works or at such earlier date as the Corporation / Corporation Representative thinks appropriate, the Corporation / Corporation's Representative shall give notice that the Contractor's equipment and temporary works will be released to the Contractor at or near the site. The Contractor shall remove or arrange removal of the same from such place without delay and at his cost. The Contractor shall pay to the Corporation within 15 days of notice in this regard any additional costs incurred by the Corporation in completing the Plant itself or by any other Contractor as may be necessary to the payment of the cost of executing the said part of the 'works' or of completing the works as the case may be. If the cost of completing the works or executing the part thereof as aforesaid exceed the balance due to the "Contractor"; the "Contractor" shall pay such excess. Such payment of the excess amount shall be independent of the penalty for delay, if the completion of works is delayed. In addition such action by the 'Corporation' as aforesaid shall not relieve the "Contractor" of his liability to pay liquidated damages for delay in completion of works.

1.25.03 The termination of contract under this clause shall not entitle the Contractor to reduce the value of Performance guarantee bond (Security deposit) nor the time thereof .The performance guarantee bond shall be valid for the full value for the contract period.

1.26.00 FORCE MAJEURE:

1.26.01 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 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.



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.

- 1.26.02 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.
- 1.26.03 Irrespective of any extension of time, if a Force Majeure event occurs and its effect continues for a continuous period of 180 days or have been delayed for a cumulative period in excess of 270 days, either the Owner or the Contractor may give to the other a notice of termination, which shall take effect 30 days after the giving of the notice. If, at the end of the 30-day period, the effect of the Force Majeure continues, the Contract shall terminate. If the Contract is terminated, the Owner / Owner's Representative shall determine the value of the work done and:
- a. The amounts payable for any work carried out for which a Price is stated in the Contract;
 - b. The cost of plant and materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery, such plant and materials shall become the property of (and be at the risk of) the Owner against payment therefore by the Owner, and the Contractor shall place the same at the Owner's disposal promptly upon receipt of request in respect thereof from the Owner; and
 - c. Any other cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works and effect any outstanding payment to the Contractor in accordance with the Contract prior to Force Majeure.

1.27.00 DELAYS BY CORPORATION OR IT'S AUTHORISED AGENTS.

If in the opinion of the Corporation the work is delayed

- a) By reason of proceedings taken or threatened by disputes with adjoining or neighboring owners or public authorities or



- b) By the works or delays of other contractors or tradesmen engaged by the Corporation or
- c) By reason of Corporation instructions or
- d) In consequence of Contractor not having received in due time, necessary instructions from the Corporation for which he shall have specifically applied in writing or

Then the Corporation shall extend the completion of contract date by the period equivalent to the delayed period without price escalation of any sort. The Contractor shall nevertheless endeavor to prevent delay and shall do all that may be reasonably required to the satisfaction of the Corporation to proceed with the work.

1.28.00 TERMINATION OF CONTRACT

1.28.01 The Corporation may terminate the contract after giving seven days' notice if any of the following occur.

- a) The Contractor (being an individual or a firm) commits any act of insolvency .
- b) 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.
- c) 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(7) 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
- d) If the Contractor(whether an individual firm or incorporated company) shall suffer execution to be issued
- e) If the Contractor shall assign or sublet the 'contract' without obtaining the consent in writing of the Corporation or if the Contractor shall charge or encumber this' contract' for any payment due or which may become due to the Contractor there under
- f) If the 'Engineer' shall certify in writing to the 'Corporation' that in its opinion, the Contractor.
- i) has abandoned the contract **or**



- ii) has failed to commence the 'work' or has without any lawful excuse under these conditions suspend the progress of the 'works' for seven (7) days after receiving from the Corporation written notice to proceed.
- iii) 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
- iv) has failed to remove material from site or to pull down and replace works within seven(7) 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
- v) 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(7) days after written notice have been given to the Contractor requiring the Contractor to observe and perform the same.
- vi) has to detriment of good workmanship or in defiance of the Corporation's instruction to the contrary, sub contracted part of the contract.
- vii) has failed to perform any other obligation under contract.
- viii) has failed to rectify/make good his failures within a period of 30 days.

1.28.02 Then in any of the said causes, the Corporation may, notwithstanding any previous waiver after giving seven (7) 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.

1.28.03 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.



1.29.00 NO WAIVER OF RIGHTS

Neither the inspection by the Corporation or any of their officials, employees or agents nor any order by the Corporation for payment of money or any payment for or acceptance of the whole or any part of the works by the Corporation nor any extension nor any possession taken by the Corporation shall operate as a waiver of any provision of the contract or of any power herein reserved to the Corporation or any right to damages herein provided, nor shall any waiver of any breach in the 'contract' be held to be a waiver of any other or subsequent breach.

1.30.00 CERTIFICATE NOT TO AFFECT THE RIGHT OF CORPORATION AND LIABILITY OF CONTRACTOR

No interim payment certificate of the Corporation, nor any sum paid on account by the Corporation nor any extension of time for execution of the 'works' granted by the Corporation shall affect or prejudice the right of the Corporation against the Contractor or relieve the Contractor of his obligation for the due performance of the contract or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability to the Corporation to pay for alteration, amendment, variation or additional 'works' not ordered in writing by the Corporation or discharge the liability of the Contractor for the payment of damages whether due, ascertained or certified or not or any sum against the payment of which he is bound to indemnify the Corporation nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the right of the "Corporation " against the "Contractor."

1.31.00 COMPLETION OF CONTRACT

Unless otherwise terminated under the provision of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the 'Guarantee period' as provided for under the **Clause No. 1.36.00 entitled "Guarantee"**.

1.32.00 ENFORCEMENT OF TERM

The failure of either party to enforce at any time any of the provisions of this 'contract' or any rights in respect thereto or to exercise any option herein provided shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of his rights herein shall not preclude or



prejudice either party from exercising the same or any other right if any have hereunder.

1.33.00 CORPORATION OR ENGINEER'S DECISION

- 1.33.01 In respect of all matters, which are left to the decision of the Corporation including the granting or withholding of the certificates, the Corporation shall if required to do so by the Contractor give in writing a decision thereon.
- 1.33.02 If in the opinion of the Contractor a decision made by Corporation is not in accordance with the meaning and intent of the 'contract' the Contractor may file with the Corporation within fifteen (15) days after receipt of the decision a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the Contractor of the Corporations decision and the decision shall become final and binding. On receipt of any objection from the contractor on the decision of Corporation, the Corporation will review and the decision of Corporation shall be final and binding on the contractor.

1.34.00 SUSPENSION OF WORKS:

- 1.34.01 The Corporation reserves the right to suspend and reinstate execution of the whole or any part of the 'works' without invalidating the provision of the 'contract.' Orders for suspension or reinvestment of the works will be issued by the Corporation to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.
- 1.34.02 The Corporation shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his sub-vendor/ sub-contractors.

1.35.00 POWER TO VARY OR OMIT WORKS

- 1.35.01 No alteration, amendments, omission, additions or variation of the works (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 obtained from time to time during the execution of Contract to make such variation without prejudice to contract. The Contractor 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 and 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. Necessary amendment to that extent shall be issued by the owner.

- 1.35.02 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.
- 1.35.03 In any case in which the Contractor has received instructions from Corporation as to the requirement of carrying out the altered or additional substitutes work, the addition or deletion of the scope of work will be governed by the unit price indicated in the price schedule.

1.36.00 GUARANTEE

- 1.36.01 The Contractor shall guarantee that the entire equipment/system, supplied, commissioned at site shall be guaranteed for satisfactory operation for a minimum period of 12 months from the date of commissioning at site and taking over. The "Contractor's" liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-contractors, under normal use and arising out from faulty design, material and or workmanship, provided always that such defective parts are not repairable at site and are not in the meantime essential in the Commercial use of the plant. In case the defective parts in the equipment of his own manufacture or through his sub-contractor under normal use arising out of faulty design, material or workmanship prevents Commercial use of the plant, the "Contractor's" liability shall be to make good the replacement of defective parts. Such replaced defective parts shall be returned to the Contractor unless otherwise agreed. No repair or replacement shall normally be carried out by the Corporation when the plant is under commissioning under the supervision of Contractor's supervisory Engineer or during Guarantee period.
- 1.36.02 The contractor shall extend the bank guarantee furnished towards performance guarantee (security deposit) beyond the stipulated period in case defects are noticed during the guarantee period. The bank guarantee shall be valid till such time the defective part/equipment is replaced and performance of the same is satisfactory for a period of **12** months from the date of replacement or expiry of the guarantee period,



whichever is later.

- 1.36.03 In the event of an emergency where in the judgment of Corporation delay would cause serious loss or damage, repairs or replacement or adjustment may be made by the Corporation or a third party chosen by Corporation without advance notice to the Contractor and the cost of such works shall be paid by the Contractor. In the event such action is taken by the Corporation, the Contractor will be notified promptly and he shall assist wherever possible in making necessary correction. This shall not extinguish the Contractors liability under the terms and conditions of the contract.
- 1.36.04 The repaired or new parts shall be furnished and erected free of cost at site by the Contractor. If any repair is carried out on his behalf at the site, Contractor shall bear the cost of such repair.
- 1.36.05 The cost of any special or general overhaul rendered necessary during the guarantee period due to defects in the plant or defective works carried out by the Contractor, the same shall be borne by the Contractor.
- 1.36.06 The acceptance of the equipment by the Corporation shall in no way relieve the Contractor of his obligation under this clause.
- 1.36.07 In the case of those defective parts which are not repairable at site but are essential for the Commercial use of the equipment, the Contractor and the Corporation shall mutually agree to a program of replacement or renewal which will minimize interruption to the maximum extent in the operation of the equipment.
- 1.36.08 At the end of the 'guarantee period' the Bidder's responsibility ceases except for latent defects.
- 1.36.09 During the 'guarantee period', Contractor shall provide, if required by the Corporation, the services of his Engineers to advice the Corporation for such periods and such number as may be mutually agreed upon
- 1.36.10 The provision of this clause including the cost of shipment, transportation, taxes and other incidental if any, shall be implemented at Contractor's expense .
- 1.36.11 The Contractor shall prove the guaranteed performance of the equipment as per the specification. The Contractor unable to do so in the first instance, he shall be given an opportunity to rectify the defects and the performance test shall be repeated within the specified time.

**1.37.00 REPLACEMENT OF /DEFECTIVE/ DAMAGED PARTS AND MATERIALS**

- 1.37.01 If in the progress of 'works' the Corporation shall decide and inform in writing to the Contractor that the Contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished the plant inferior than the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven(7) days of his receiving the notice or otherwise within such time as may be reasonably necessary and accepted by the Corporation for making it good, proceed to alter, reconstruct or remove such work and furnish fresh equipment up to the standards of the specifications. In case the Contractor fails to do so, the Corporation may on giving the Contractor, seven days' notice in writing of his intention to do so and proceed to remove, the portion of the works so complained of and at the cost of the Contractor, perform all such work or furnish all such equipment provided that nothing in the clause shall be deemed to deprive the Corporation or affect any right under the 'contract' which the Corporation may otherwise have in respect of such defects and deficiencies.
- 1.37.02 The Contractor's full and extreme liability under this clause shall be satisfied by the payments to the Corporation of the extra cost of such replacements procured, such extra cost being the ascertained difference between the price paid by the Corporation for such replacements and contract price portion for such defective plants and repayments of any sum paid by the Corporation to the Contractor in respect of such defective plant, the Contractor's extreme liability under this clause shall be limited to the repayment of all sums paid by the Corporation under the contract for such defective plant.
- 1.37.03 If the material/equipment or any portion thereof is damaged or lost during transit the Contractor shall immediately arrange to supply these material without waiting for insurance or any other claims without unnecessary delay in putting the equipment on commercial

1.38.00 DEFENCE OF SUITS

- 1.38.01 If any action in court is brought against 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 or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his sub-vendor/sub-contractors or in connection with any claim based on



lawful demands of sub-vendors/sub-contractors, workmen, suppliers 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.

- 1.38.02 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 it as aforesaid whether pending or threatened, as it 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.

1.39.00 LIMITATIONS OF LIABILITIES

The release of the Contractor from all his liabilities under the 'contract' shall be made only at the end of the 'Guarantee period' as detailed in **Clause No. 1.36.00** and it's sub clauses above or till such time of the contractual liabilities and responsibilities of the Contractor shall prevail.
However, the liabilities limited to contract price.

1.40.00 PERMITS AND LICENCE

All costs incurred in obtaining permits, licenses, approvals necessary for drawings and specifications or for manufacture, import, export, installation, testing and operation of the equipment covered by the 'contract', shall be met for by the Contractor.

1.41.00 SECRECY

The Technical information, drawings, specifications and other related documents forming part of the enquiry or contract are property of the Corporation and shall not be used for any other purpose, except for execution of the contract. All rights, including rights in the event of grant of a patent and registration of designs are reserved. The technical information, drawings, specification, records, including statutory clearances and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and /or duplicated, modified, divulged and /or disclosed to a third party nor misused in any other form whatsoever, without the Corporation's previous consent in writing, except to the extent required for the execution of this contract.



1.42.00 PERFORMANCE GUARANTEE TESTING

Contractor shall perform, and re-perform if required, the Performance Tests in accordance with the Contract specification, in order to demonstrate achievement of the Performance Guarantees for the Plant as set-forth in the Contract Specification and guaranteed by Contractor. If the Plant does not meet the Performance Guarantees, the Contractor shall at no extra cost to Owner redesign, modify, remedy repair or replace the Plant or any part or section thereof including any component, equipment or system with one which meets the requirements and again demonstrate achievement of the Performance Guarantees for the Plant as set-forth in the Contract specification.

- The Contractor shall make the plant ready for the performance guarantee tests.
- The Performance /Acceptance test shall be carried out as per the agreed procedure.
- The contractor shall submit for owner approval, the detailed Performance Test procedure containing the following:
 - Object of the test.
 - Various guaranteed parameters & tests as per contract
 - Method of conductance of test and test code.
 - Duration of test, frequency of readings & number of test runs
 - Method of calculation
 - Correction curves.
 - Instrument list consisting of range, accuracy, least count, and location of instruments.
 - Scheme showing measurement points
 - Sample calculation
 - Acceptance criteria
 - Any other information required for conducting the test.
- The tests shall be binding on both the parties of the 'Contract' to determine compliance of the 'Plant' / 'Equipment' with the performance guarantees.
- All instruments required for performance testing shall be of the type and accuracy required by the code and prior to the test, the contractor shall get these instruments calibrated in an independent test institute. All test instrumentation required for performance tests shall be supplied by the contractor and shall be retained by him upon satisfactory completion of all such tests at site. All calibration procedures and standards shall be



subjected to the approval of the owner. The protecting tubes, pressure connections and other test connections required for conducting guarantee test shall conform to the relevant codes.

- Tools and tackles, thermo wells (both screwed and welded) instruments/devices including flow devices, matching flanges, impulse piping & valves etc., and any special equipment, required for the successful completion of the tests, shall be provided by the contractor.
- After the conductance of Performance test, the contractor shall submit the test evaluation report of Performance test results to owner promptly but not later than one month from the date of conductance of Performance test. However, preliminary test reports shall be submitted to the Employer after completing each test run.

1.43.00 ENGINEERING DATA

1.43.01 The furnishing of engineering data by the Corporation shall be in accordance with the schedule as specified in the schedules of Bid document. The review of these data by the Corporation will cover only general conformance of the data to the specifications and documents interfaces with the equipment provided under 'Specification', external connections and of the dimensions which might effect plant layout. This review by the Corporation may not indicate thorough review of all dimensions, quantities and details of the equipment materials, any devices or items indicated or the accuracy of the information submitted. This review and/or approval by the Corporation shall not be construed by the Corporation, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.

1.43.02 All Engineering data submitted by the Bidder after final process including review and approval by Corporation shall form part of the contract and the entire "works" covered under these specifications shall be performed in strict conformity unless otherwise expressly requested by the Corporation in writing.

1.44.00 DRAWINGS & INSTRUCTION MANUAL

The 'Contractor' shall furnish all Certified equipment drawings/Instruction Manuals in the form of CD/pen drive in addition to full size prints.

1.45.00 MISTAKES IN DRAWINGS:

The contractor shall be responsible for any discrepancies, errors or omissions in the drawings and other particulars supplied by him, whether such drawings and particulars have been approved by the 'Engineer' or not provided that such discrepancies, errors, or omissions be not due to



inaccurate information or particulars furnished in writing to the 'Contractor' by the 'Corporation' or the 'Engineer'. The corporation shall be responsible for drawings and information supplied in writing by the 'Corporation' or the 'Engineer' and for the details of special work specified by either of them. The 'Corporation' shall pay for any alterations of the supply necessitated by reason of inaccurate information so supplied to the 'Contractor'.

1.46.00 MANUFACTURING SCHEDULE:

The Bidder shall submit to the Corporation his manufacture/purchase and delivery schedules for all equipment within Fifteen (15) days from the date of acceptance of the '**Letter of award**'. Such schedules shall be in line with the detailed network for all phases of work of the Contractor.

1.47.00 DESIGN IMPROVEMENTS.

The 'Corporation' or the Engineer or the 'Contractor' may propose changes in the 'Specification' of the equipment or quality thereof and if the parties agree upon any such changes the 'specifications' shall be modified accordingly.

1.48.00 QUALITY ASSURANCE PROGRAMME

1.48.01 To ensure that the equipment and services under the scope of this 'contract' whether manufactured or performed within the Contractor's works or at his sub-contractors premises or at the Corporation site or any place of work are in accordance with the 'specification', the Contractor shall adopt suitable quality assurance program to control such activities at all points necessary. Such program shall be outlined by the Contractor and shall be finally accepted by the Corporation after discussions. A quality assurance program of the Contractor shall generally cover the following:

- a) His organization structure for the management and implementation of the proposed quality assurance program.
- b) Documentation control system
- c) The procedure for purchase of materials, parts, components and selection of sub-Contractors service including vendor analysis, source inspection, incoming raw-material inspection, verification of materials purchased etc.,



- d) System for shop manufacturing including process controls and fabrication and assembly controls.
- e) Control of non-conforming items and systems for corrective actions.
- f) Inspection and test procedure both for manufacture and field activities.
- g) Control of calibration and testing of measuring and testing equipment
- h) System for indication and appraisal of inspection status.
- i) System for quality audits
- j) System for handling storage and delivery and
- k) System for maintenance of records.

1.48.02 The Contractor shall furnish the detailed stage wise quality plan for each individual component of the equipment under the scope of work from raw material to final testing.

1.49.00 CORPORATION'S / ENGINEER'S SUPERVISION:

The work shall be performed under the direction and supervision of the Corporation. The scope of the duties of the Corporation pursuant to the contract will include but not limited to the following;

- i. Interpretation of all the terms and conditions of these documents and specifications.
- ii. Review and interpretation of all the Contractor's drawings, Engineering data etc.,
- iii. Witness or authorize his representative to witness tests and trails either at the manufacture's works or at 'Site' or at any place where work is performed under the 'contract'.
- iv. Inspect, accept or reject any equipment, material and work under the 'Contract'
- v. Issue certificate of acceptance and/or progressive payment and final payment certificates
- vi. Review and suggest modifications and improvements in completion schedule from time to time and
- vii. Supervise the quality assurance program implementation at all stages of the 'works'

1.50.00 INSPECTION, TESTING AND INSPECTION CERTIFICATES

1.50.01 The Corporation or its duly authorized representative, the Inspector, shall have at all reasonable times access to the Contractor's premises of works, and shall have the power at all reasonable times to inspect and examine



the materials and workmanship during its manufacture and if part of the goods is being manufactured, tested on other premises or works, the Contractor shall obtain for the Corporation and for its duly authorized representative, permission to inspect the plant as if the plant or materials were manufactured on the Contractor's own premises or works.

- 1.50.02 The Corporation, shall on giving seven days' notice in writing to the Contractor, setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any goods, which in his opinion are not in accordance with the contract or are in his opinion defective for any reason whatsoever. Unless specifically provided otherwise, all tests shall be made at the Contractor's works before dispatch.
- 1.50.03 The contractor shall give the Corporation notice of goods being ready for testing and the Corporation or its said representative shall on giving twenty four hours previous notice in writing to the contractor, attend at the contractor's premises or works within twenty-one **(21)** days of the date on which the material is notified as being ready, failing which the contractor may proceed with the tests, which shall be deemed to have been made in the Corporation's inspector's presence and he shall forthwith forward to the Corporation, six duly certified copies of the tests.

1.51.00 TESTS AT BIDDER'S PREMISES

- 1.51.01 In all cases where the Contract provides for tests /special tests whether at the premises or works of the Contractor or of any Sub-Contractor, the Contractor, except where otherwise specified, shall provide free of charge, such labour, materials, fuel, water, stores, apparatus and instruments as may reasonably be deemed necessary by the Corporation or its authorised representative to carry out efficiently such tests on the goods, in accordance with the Contract, and shall give facilities to the Corporation's inspector or to its authorised representative to accomplish testing when test at Corporation's site is contemplated.
- 1.51.02 When tests carried out at the Contractor's or Sub-Contractor's premises or works show satisfactory results, the Engineer shall issue a certificate to that effect, within 15 days after the completion of these tests and the issue of this certificate shall not bind the Corporation to accept the plant so passed for despatch, should it on further tests after supply be found not to comply with the Specification.



- 1.51.03 Six (6) sets of test certificates shall be sent to the Chief Engineer (Thermal Designs) for approval and for issue of dispatch instructions.

1.52.00 PRESERVATIVE SHOP COATING

- 1.52.01 All exposed metallic surfaces subject to corrosion shall be protected by shop application of suitable coatings. All surfaces which will not be easily accessible after the shop assembly, shall beforehand be treated and protected for the life of the equipment. All surfaces shall be thoroughly cleaned of all mill scale, oxide and other coatings and prepared in the shop. The surfaces that are to be finish painted after installation or require corrosion protection until installation, shall be shop painted with at least two coats of primer. Electrical equipment shall be shop finished with one or more coats of primer and two coats shall be as per manufacturers Standards to be selected and specified by the Corporation at a later date.
- 1.52.02 Shop primer for all steel surfaces which will be exposed to operating temperature below 95° C shall be selected by the Contractor, after obtaining the specific approval of the Corporation regarding quality of primer proposed to be applied. Special high temperature primer shall be used on surfaces exposed to temperatures higher than 95° C and such primer shall also be subject to the approval of the Corporation.
- 1.52.03 All other steel surfaces which are not to be painted shall be coated with suitable rust preventive compound subject to the approval of the Corporation.

1.53.00 PROTECTIVE GUARDS

Suitable guards shall be provided for protection of personnel on all exposed machine parts. All such guards with necessary spares and accessories shall be designed for easy installation and removal for maintenance purposes.

1.54.00 DESIGN CO ORDINATION

The Contractor shall be responsible for selection and design of appropriate equipment to provide the best coordinated performance of the entire system. The basic design requirement is detailed out in the 'specification'. The design of various components, sub-assemblies and assemblies shall be done so as to facilitate easy field assembly and maintenance.



1.55.00 TOOLS AND TACKLES:

All tools and tackles required for Installation & Commissioning of the equipment at site shall be supplied by the contractor. No tools and tackles will be provided by the corporation.

1.56.00 TAKING OVER:

In order to achieve Owner acceptance, Contractor must certify to the satisfaction of Owner / Owner's Representative that:

- (a) All punch list items have been completed in accordance with this Contract;
- (b) All the Contractor's and Sub-Contractor's personnel, supplies, unused materials, waste, rubbish and temporary facilities located at or near such plant have been removed from such location.
- (c) All other provisions of and all items required by this Contract have been performed or delivered, as the case may be, in accordance with this Contract and in a manner satisfactory to Owner.

Upon successful Installation & commissioning of equipment's by the Contractor under this contract and Upon certification by Contractor of satisfactory completion of above sub-clauses (a) to (c), the Corporation shall issue to the Contractor a 'Taking over' certificate as a proof of the final acceptance of the equipment. The completion of commissioning of equipment shall include but not limited to the satisfactory completion of acceptance test as detailed in the bid document and also the successful demonstration of the working of all auxiliary equipment/plants supplied under the scope of work to the satisfaction of the Corporation. Such certificate shall not unreasonably be withheld nor will the Corporation delay the issuance thereof, on account of minor omission or defects which do not affect the commercial use and or cause any serious risk to the equipment. Such certificates shall not relieve the Contractor of any of his obligations which otherwise survived by the 'General conditions of the contract' after the issuance of such certificates.

1.57.00 CORRESPONDENCE:

1.57.01 All correspondence shall be in English and furnished in two legible copies by the fastest commercial 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.

1.57.02 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.

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

1.58.00 CONSTRUCTION OF CONTRACT AND APPLICABLE LAW

The contract shall in all respects be construed and operate as a contract as defined in Indian Contract Act 1872. Contract shall be interpreted in accordance with the laws in India. This contract shall be subject to the jurisdiction of the Law Courts in Bangalore, Karnataka state.

1.59.00 NOTICES:

- 1.59.01 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 at the address indicated at the beginning of the contract.
- 1.59.02 A notice shall be effective when delivered or on the notices effective date, whichever is later.

1.60.00 REJECTION OF DEFECTIVE EQUIPMENT:

- 1.60.01 If the completed plant 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 plant 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 plant, 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 Contractors 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 prices paid by the Corporation. Under the provisions above mentioned, for such replacement and the contract price



for the plant so replaced and the repayment of any sum paid by the Corporation to the Contractor in respect of such defective plant. Should the Corporation not so replace the rejected plant 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 plant.

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

1.61.00 LIABILITY FOR ACCIDENTS AND DAMAGE

In the case of 'delivery' supply contract, the 'contractor' shall be entirely responsible for all loss, damage or depreciation to the equipment until the equipment has been delivered at the site.

1.62.00 SPARES

The Contractor shall supply the spares as per schedules enclosed in part-II of bid document.



SECTION - II

SPECIAL CONDITIONS OF THE CONTRACT



SPECIAL CONDITIONS OF THE CONTRACT

Clause No.	Description	Page No
1.01.00	Scope	
1.02.00	Prices	
1.03.00	Terms of payment	
1.04.00	Paying authority	
1.05.00	Completion period	
1.06.00	Delivery period	
1.07.00	Penalty	
1.08.00	Insurance	
1.09.00	Guarantee	
1.10.00	Contract period	
1.11.00	Consignee	
1.12.00	Regulation of local authorities	
1.13.00	Extension of time for delivery	
1.14.00	Release of information	
1.15.00	Variation in supply	
1.16.00	Design co-ordination meetings	
1.17.00	Force Majeure	
1.18.00	Completeness of contract	
1.19.00	Suits or proceedings	
1.20.00	Arbitration	
1.21.00	Essential spares	



SPECIAL CONDITIONS OF THE CONTRACT

1.01.00 SCOPE:

Detailed specification and particulars of specific equipment are given in Part-II, Technical Specifications but Section-I to II shall be deemed to form part of the detailed Technical Specification.

1.02.00 PRICES:

- 1.02.01 The bidders shall quote their prices (**EXCLUSIVE OF TAXES**) for supply, transportation, unloading at site and Supervision of Erection, Testing & Commissioning in schedule- B of prices furnished in e-procurement portal.
- 1.02.02 All applicable taxes/duties/levies that are applicable for such contracts in the State of Karnataka as on the date of Opening of price bid shall be considered..
- 1.02.03 Foreign exchange, customs duty, additional duty, special duty, surcharge etc., including its variation, if applicable, throughout the period of contract and extension if any, shall be to the account of the bidder/Contractor. Any variation in CIF content is also to the account of the bidder/Contractor.
- 1.02.04 The amount towards taxes, duties, levies etc. including income tax/ service tax which have to be statutorily deducted from the contractors invoices shall be deducted from the bills of the contractor by Corporation at the prevailing rates and remitted to the concerned authorities as per requirement of relevant rules. Necessary TDS/certificates will be issued by Corporation.

Variation in taxes and duties:

- 1.02.05 Any variation in taxes and duties, statutory levies etc., upward / downward after the date of opening of price bid till the actual date of supply / execution shall be to the account of owner/Corporation. All payments towards variation in taxes, duties etc., shall be on production of documentary proof. Further, any fresh taxes, duties, levies etc. subsequently levied/enforced by the statutory authorities at the future date shall be borne by the Corporation.
- 1.02.06 In case the contract is extended due to reasons not attributable to the owner/Corporation, the duties, taxes and levies shall be limited to the duties, taxes and levies applicable during the contractual delivery / execution time only. However, the bidder shall bear duties, taxes and levies beyond the actual contractual period or extensions if any for reasons not attributable to the owner/corporation.



- 1.02.07 In case the insurance is not covered as required in the tender, the cost of the insurance will be deducted from the bills of the contractor.

1.03.00 TERMS OF PAYMENT:

100% Payment will be made by paying authority against receipt, installation and commissioning at respective Site. Payment will be made through cheque/NEFT /RTGS. All bank charges to supplier's account. Payment will not be released till tenderer execute the agreement and furnish the Security deposit amount

Spares:

- i) No advance will be paid.
- ii) 100% payment will be made after receipt of spares at site and against production of joint inspection report.

1.04.00 PAYING AUTHORITY:

The authority for issue of dispatch clearance for goods is Chief Engineer (Thermal Designs), Karnataka Power Corporation Ltd., Bengaluru-560 001. The authority authorizing payment for supply of goods & testing will be respective Chief Engineers at project sites. The paying authority for the supply and testing shall be Deputy General Manager (Finance)/ Assistant General Manager (Finance)/ Accounts officer of the respective project sites. All the documents complete with stamped invoices along with inspection reports shall be submitted to the respective Deputy General Manager (Finance)/ Assistant General Manager (Finance)/ Accounts officer at the project sites for payment.

As far as possible all the goods shall be sent by recognized lorry transport only. However, copies of the dispatch documents along with the LRs/RRs shall be sent to the Chief Engineer (Thermal Designs), Bangalore, for information.

The paying authority for various power stations is as follows;

a) Raichur Thermal Power Station

Deputy General Manager (F) RTPS,
Raichur Thermal Power station, KPCL, Plant premises,
SHAKTINAGARA – 584170.
Phone:

b) Yeramarus Thermal Power Station

Deputy General Manager (F) YTPS,



Yermarus Thermal Power station, RPCL, Plant premises,
YERMARUS Village, Raichur Dist. Phone-9480682909

c) Ballari Thermal Power Station

Deputy General Manager (F) BTPS,
Bellary Thermal Power station, KPCL, Plant premises,
KUDITHINI– 583152. Phone-9448290771

1.05.00 COMPLETION PERIOD:

The completion period will be 12 months from the date of receipt of material at individual sites. The completion period shall mean the completion of the supply, Erection, Testing, Installation & Commissioning and taking over.

1.06.00 DELIVERY PERIOD:

The period of completion of delivery of the complete equipment /system with accessories including essential spares on FOR. Destination basis is 08 months from the date of issue of LOA.

1.07.00 PENALTY:

For all delayed deliveries from the periods stipulated in the order, non-supply of part quantities, a penalty at the rate of ½% per week subject to a maximum of 10% reckoned on the contract value of such complete portion or section of the plant, equipment or materials including the portion supplied which could not be brought into commission due to any part thereof not having been delivered in time will be levied. Due consideration will be given, however, in the levy of penalty for reasons absolutely beyond the control of the contractor/ supplier (Force Majeure) for which documentary evidence shall invariably be produced to the satisfaction of the competent authority of the Corporation.

1.08.00 INSURANCE:

No materials shall be dispatched without being covered for transit risks with the underwriters. The insurance charges will be at tenderers cost as the materials are to be supplied on F.O.R destination basis. Materials shall be dispatched securely packed so as to avoid damages/losses during transit

1.09.00 GUARANTEE:

1.09.01 The Bidder shall guarantee among other things the following:

Special conditions



- a) Quality and strength of materials used.
- b) Adequate factors of safety for all parts of the equipment to withstand the mechanical and/or electrical stresses developed therein. These shall be stated in the Bid.
- c) Suitability of design and workmanship of the plant for the conditions envisaged in these specifications.
- d) The efficiencies, temperature rise and other performance data and guarantees furnished for the plant.

1.09.02 The entire equipment/system, supplied, tested at site shall be guaranteed for satisfactory operation for a minimum period of 36 Months from the date of commissioning.

1.09.03 The contractor shall extend the bank guarantee furnished towards performance guarantee (security deposit) beyond the stipulated period in case defects are noticed during the guarantee period. The bank guarantee shall be valid till such time the defective part/equipment is replaced and performance of the same is satisfactory for a period of **12** months from the date of replacement or expiry of the guarantee period, whichever is later.

1.09.04 **AFTER SALES SERVICE AND SUPPLY OF SPARES:**

The offer should clearly state full details of the after sales facility available for the equipment. The details shall include the No. & qualification of service personnel stationed at the service center, response time in case of emergency, availability of spares etc.

The bidder shall guarantee prompt after sales service by deputing his personnel on requisition from the officers of the Corporation and supply the spares within a reasonable time at his scheduled rates for minimum period of **7** years after commissioning of the equipment and after the expiry of warranty period.

1.10.00 **CONTRACT PERIOD**

The contract period shall mean the period commencing from the date of issue of LOA and shall include the delivery period, completion period up to the completion of guarantee period and any extensions thereof.

1.11.00 **CONSIGNEE:**



The Consignment / materials should be dispatched to FOR destination basis, freight pre-paid, duly insured, securely packed (wherever necessary) as per specification, so as to avoid damage during transit and consigned to the following;

RAICHUR THERMAL POWER STATION

Executive Engineer (Stores),
Raichur Thermal Power station, KPCL,
Plant premises, SHAKTINAGARA – 584170.
Phone: 9449596504.

YERMARUS THERMAL POWER STATION

Executive Engineer (Stores)-YTPS,
Yermarus Thermal Power Station,
RPCL, Plant premises, YERMARUS Village- 584134,
Raichur Dist. Phone: 9480682892

BELLARY THERMAL POWER STATION

Executive Engineer (Stores)-BT,
Bellary Thermal Power station, KPCL,
Plant premises, KUDATHINI – 583152,
Bellary-Dist. Phone: 9448290787

All Correspondence regarding dispatch shall be had with the respective consignee under intimation to:

RAICHUR THERMAL POWER STATION

Chief Engineer (O&M),
Raichur Thermal Power station, KPCL, Plant premises, SHAKTINAGARA – 584170.

YERMARUS THERMAL POWER STATION

Chief Engineer (O&M),
Yermarus Thermal Power Station, RPCL, Plant premises, YERMARUS Village- 584134, Raichur Dist.

BELLARY THERMAL POWER STATION

Chief Engineer (O&M),
Bellary Thermal Power station, KPCL, Plant premises, KUDATHINI – 583152,
Bellary-Dist.



and

Chief Engineer (Thermal Designs)
Karnataka Power Corporation Limited,
2nd Floor, Drugs controller office premises,
Site No.3, Survey no. 13/3, Palace Road,
Bengaluru - 560001. Karnataka.

1.12.00 REGULATION OF LOCAL AUTHORITIES:

The Purchaser shall, throughout tenancy of the Contract and in respect of all matters arising in the performance thereof, serve all notices and obtain consents, way leaves, approvals and permissions required in connection with the regulations and by-laws of the local or other authority shall be applicable to the works.

All works shall be executed in accordance with the Indian Electricity Rules as in force from time to time, wherever they are applicable unless otherwise agreed to in writing by the Engineer.

1.13.00 EXTENSION OF TIME FOR DELIVERY:

1.13.01 Should progress be delayed by strikes, lockouts, fire, accidents, defective materials, delay in approval of drawings, or any cause whatsoever beyond reasonable control of the CONTRACTOR and whether such delay or impediment occur before or after due date or extended due date for dispatch or completion, a reasonable extension of time shall be granted. However, reasons such as go slow tactics by labourers, work to rule, power cut, delay in sanctioning power supply to supplier's works by Electricity Boards, delay in supply of raw materials and components by sub-suppliers to the manufacturers as also delay in obtaining import license will not be considered as valid grounds for granting extension of time for delivery.

1.13.02 The firm will be entitled to get extension of time for delivery under this clause for non-imposition of penalty. However, they will not be entitled for price escalation claims for the extended delivery period.

1.14.00 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 supply without prior written permission of the PURCHASER.

**1.15.00 VARIATION IN SUPPLY:**

- 1.15.01 If any variation in the supply results in reduction of the contract price, the parties shall agree, in writing to the extent of any change in the price, before proceeding with the supply.
- 1.15.02 The Contractor shall carry out such variations except when said variations result in cost excess of 15% of the contract price in which case the approval of the Purchaser shall be obtained. Up to 15% the same rates as in the contract shall apply. The amount of such variations shall be determined in accordance with the rates specified in the contract so far as they may apply and where such rates are not available, these will be mutually agreed to between the Purchaser and Contractor.

In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Purchaser or the Engineer shall prevail.

If the Purchaser shall make variations in any part of the equipment, a reasonable notice shall be given in writing to the Contractor. In such cases where equipment has already been manufactured or is under manufacture, the Purchaser may consider payment of additional sum to the Contractor. If in the opinion of the Contractor such variation is likely to prevent or prejudice the Contractor from fulfilling any of his obligations under the contract, he shall notify the Purchaser thereof in writing and the Purchaser shall decide, whether or not the variation shall be carried out.

1.16.00 DESIGN CO-ORDINATION MEETINGS:

The CONTRACTOR will be called upon to attend design co-ordination meetings with the Engineer, consultant, other suppliers and the Engineers during the period of contract. He shall attend such meetings as and when required and fully co-operate with such persons and agencies during those discussions. The venues of the meeting will be decided by the purchaser and the contractor has to attend the meeting in the venues decided.

1.17.00 FORCE MAJEURE

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 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 only.

Provided either party shall within 15(fifteen) days of occurrence of such cause, notify the other in writing of such causes.

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” performance of his obligation has been delayed for other causes.

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 his option to terminate the contract by notice in writing.

1.18.00 COMPLETENESS OF CONTRACT:

- i) The items / equipments / devices / materials / site conditions etc. which are not spelt out clearly / not indicated in this specification are to be considered by the bidder to complete the intent of the specification.
- ii) The extent of supply by the contractor under this contract includes all items notwithstanding the fact that such items may have been omitted from the specifications or schedules. Similarly, the extent of supply also includes all items mentioned in the specification / schedules. Such of the items and in particular components of various items which are not specifically commented upon as per specification / drawings but which are required to complete the intent of the contract shall also be deemed to be within the scope of the contract.

It is not the intent of this specification to specify completely herein all the details of the scope, design and construction of equipment and materials. However, the equipment and materials offered shall be complete in all respects and shall conform to high standard of engineering, design and



workmanship and capable of performing in commercial operation in a manner acceptable to the PURCHASER, who will interpret the meaning of drawings, specification and shall have the power to reject or modify any work or materials, which in his judgment, are not in full accordance therewith. No extra payment will be made on any account.

1.19.00 SUIT OR PROCEEDINGS

Any suit or proceedings arising out of this contract shall be initiated in appropriate law courts at Bangalore, Karnataka State.

1.20.00 ARBITRATION

Any disputes 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 Arbitrations center-Karnataka (Domestic & International) Rules 2012 by one or more arbitrators appointed in accordance with its rules.

1.21.00 SPARES:

The essential spares to be supplied along with the equipment are detailed in the specifications



BID SPECIFICATION DOCUMENT

PART – II

TECHNICAL SPECIFICATIONS

- SECTION – A - SCOPE OF WORK**
- SECTION – B - TECHNICAL SPECIFICATIONS**
- SECTION – C - SCHEDULES**



SECTION – A

SCOPE OF WORK



1. SCOPE OF WORK

This specification covers design, manufacture, testing, packing, Supply, Installation & commissioning, and training to KPCL personnel of:

1. Online Dissolved Gas Analyzer (DGA) for Hydrogen (H_2), Carbon Monoxide (CO), Carbon Dioxide (CO_2), Ethane (C_2H_6), Oxygen (O_2), Nitrogen (N_2), Methane (CH_4), Acetylene (C_2H_2), Ethylene (C_2H_4) & Moisture (H_2O),
2. Temperature Monitor- Oil, Winding and Ambient Temperature, Forecast of future temperatures, cooling group control, alarms, shut down & self-diagnostic
3. Online-Bushing Monitoring System includes Capacitance and capacitance evolution trend and Tangent Delta and tangent delta evolution trend
4. Communication gateway to aggregate information from any equipment compatible with the Modbus and/or DNP3 protocols and redistribute it in a highly customizable way in these protocols and also in the IEC 61850 standard.

For 400/220/110kV power transformers, filled with IEC 60296/IS-335 compliant mineral oil, installed in KPCL generating stations. The equipment offered shall be type-tested and shall be subjected to acceptance & routine tests in accordance with relevant standards.

The Equipment's shall be supplied to;

1. Raichur Thermal Power Station
2. Ballari Thermal Power Station
3. Yeramarus Thermal Power Station

a) Scope of Work (Supply):

The bidder's scope of work for supply of Transformer Monitoring system as under:

- i) Supply of online DGA system complete with standard accessories for Power transformers like Generator transformers (handheld type will not be accepted) complying with technical specifications as mentioned later in the document.
- ii) Supply of On-line Bushing Monitoring system complete with IP65 housing, Bushing sensors, bushing analyzer data and all accessories.
- iii) Supply of Top /Bottom / Ambient Temperature, Current (Load) and Voltage monitoring sensors with control cable for integration with DGA system for loss of life calculation as per IEC 60076-7.
- iv) Communication cables and interfaces for readout, display and management of data in control room including control PC and all network interfaces.
- v) Common software for DGA and bushing analysis.
- vi) Supply of Operation and maintenance manual including drawings in English



language for complete system.

b) Scope of Work (Services):

All work including misc./incidental work for satisfactory erection & commissioning is also to be done by the bidder. KPCL will provide free electricity and air service required for the following works. Transformer shutdown if required, will be made available after grid permission only, and informed in advance to the bidder for timely mobilization of the resources. The scope of service includes, but is not limited to, the following items of work:

- vii) Providing engineering data, as built drawings, and O&M manuals for KPCL review/approval and records.
- viii) Complete erection of the supplied online DGA & Bushing monitoring system. Verification of installed on-line DGA & Bushing monitoring system, its testing and commissioning. Demonstration of working of the system, with complete functioning of analysis software, trending, report generation, alarms etc.
- ix) Training of O&M Personnel, troubleshooting of the system, and use of maintenance laptop to KPCL site engineers.
- x) Continued technical support during Guarantee period.
- xi) The bidder must have trained Engineers dedicated for trouble shooting and technical support, permanently posted in Bangalore, Karnataka, India.

2. STANDARDS:

- a) Unless otherwise mentioned in the specification the offered equipment shall be manufactured, tested, and supplied with all guaranteed technical particulars generally confirming to meet the requirement of the latest revisions of relevant standard of International Electro-Technical Commission or equivalent National Standards of India tenderers shall clearly state the standards to which the equipment offered by them conforms. In the event of offering equipment conforming to standards other than IS, the salient points of comparison between standards adopted and the relevant IS shall be indicated in the proposal along with copies of adopted standards. It will be the sole responsibility of the bidder/OEM to prove that the salient features of the offered equipment are equivalent or better than standards specified above.



- b) Online Dissolved Gas Analyzer and On-line Bushing Monitoring systems standard with latest amendments as per:

SN	Standard	Particulars
1	IEEE C57.104-2019	IEEE guide for interpretation of Gases generated in oil immersed transformers with its latest revision.
2	IEC 60599-2015/ IS 10593-2018	Mineral Oil Impregnated Electrical Equipment in service- guide to Interpretation of dissolved and free gases Analysis
3	EN 61060 – 1 :2002	For Isolation protection
4	IEEE Std C57.155-2014	IEEE guideline for Interpretation for Gases generated in natural ester and synthetic ester immersed transformers.
5	IEC 60567 latest edition	Oil filled electrical equipment-sampling of gases and analysis of free and dissolved gases guidance.
6	IEC 61010-1	Insulation protection
7	CE certification	For test of influence Quantities. Bidders to declare the standards followed for EMI/EMC compliance.
8	IEC60076-7	Specification and loading of Power Transformers
9	CEA Cyber Security guidelines 2021	Cyber Security guidelines for Power Sector in India

- c) In this tender, the Tenderers will have to furnish confirmation regarding compliance with our entire technical requirement. The tender should clearly describe various technical particulars of the equipment/ materials as per detail given in this specification. Based on the above information all details required in tender Schedules should be furnished so that we may be able to examine whether the Tender submitted is technically acceptable or not.



SECTION-B

TECHNICAL SPECIFICATION



1. TRANSFORMER ONLINE DISSOLVED GAS ANALYZER

The transformer shall be equipped with on line gas in oil analyser system and remote data transfer /communications along with remote analog outputs. It is intended to individual monitor the evolution of dissolved gases from the oil of transformer to detect and continuously monitor a individual value of gases like Hydrogen (H_2), Carbon Monoxide (CO), Carbon Dioxide (CO_2), Ethane (C_2H_6), Oxygen (O_2), Nitrogen (N_2), Methane (CH_4), Acetylene (C_2H_2), Ethylene (C_2H_4) & Moisture (H_2O).

The On Line DGA (IED) shall be suitable for outdoor heavily polluted atmosphere, ambient temperature of 50oC and relative humidity of 100 % and shall have minimum degree of protection of IP-55. Necessary type test reports shall be submitted. Location of IED's shall be such that, it does not require any additional pump & piping. It shall be supplied with Canopy.

The system shall operate satisfactorily for oil temperature range of -5 to 120 degree C with heat fin adapter and shall be suitable for oil pressure of 100 psi. Provision shall be made available for collection oil samples for DGA and moisture analysis, without disturbing the Equipment or its connections. It shall be possible to carry out the periodic maintenance easily. The normal functioning of IED shall be guaranteed without necessity of any additives consumable. The IED shall include an automatic 'self-test' feature.

It shall be possible to down load all information locally and remotely by a PC/ laptop computer. Necessary serial interfaces shall be provided. The IED shall be electromagnetically screened and impervious to vibrations

Brief Technical specification of ON Line DGA analyser Kit is as under;

Specification:

a. Be capable of detecting on line gases (individually for each gas) from oil of Transformer.

The system shall be installed on a single or two, open bore ball or gate valve. rugged and reliable design to have field use.

be shifted from one place to other as per need
--

d. Have self-calibration feature.

e. The unit can be fitted to any transformer as per need/requirement of KPCL
--

f. Services of on line gas in oil analyser system during supply, mounting, testing, supervision of erection and commissioning and after sales and even beyond guarantee period shall have to be arranged and provided by the bidder.
--

g. Necessary software for communicating with IEDs shall be furnished to KPCL for centralised monitoring, to install the same in the PC's for KPCL's future use. The



software shall be capable of display of all the data/display associated with the system can be visualised and all arching/trending can be achieved.

h. Training to KPCL engineers

i. Maintenance on transformer as well as oil samples can be easily taken without disturbing unit.

Technical parameters.

Power supply: 230 Ac +/- 50 Hz, +/- 5%

Measurement :

of gases & Moisture: H₂, CO, CH₄, C₂H₂, C₂H₄, H₂, CO₂, C₂H₆, O₂, N₂ & Moisture.

Minimum

Detection Limit: 0 to 10000 PPM for H₂, CO, C₂H₂ & C₂H₄

0 to 5000 PPM for CH₄.

0 to 20000 PPM CO₂

0 to 10000 PPM C₂H₆

0 to 50000 PPM O₂

0 to 150000 PPM N₂

Oil Moisture: 0-100 ppm.

Oil temperature: 10 to 120 deg. C

Operating Temp. : -10 to 55Deg. C

Oil sampling : on line Method

Measuring time : 5% or +LDL (Lower detection Limit)

Communication : Whichever is greater

Measuring Time: Measurement Period 01 hour

Rs 485, Rs232, Modbus, IEC 61850

Relay outputs: 5 Nos (user configurable) (Min)

Analog Outputs: 4-20 mA, 5 Nos (User Configurable)(Min)

Measuring Technology: Infrared Spectroscopy & Photo Acoustic Spectroscopy

The gas measurement technology shall not require any carrier or calibration gases. In other words no consumables shall be required for operation of Online DGA equipment.



2. TRANSFORMER ON-LINE BUSHING MONITORING SYSTEM (OLBMS)

- The Tan Delta and capacitance Measuring equipment shall be supplied to continuously monitor the HV (220kV & 400kV.) bushings of the GTs & STs with expert system capable of detecting abnormalities in the Bushing insulation and issuing alerts locally and remotely.
- The system shall be capable of monitoring two sets of Bushings with 3 Bushings in each set associated with the same apparatus. Devices are to be fitted physically at the Bushings for display for the Capacitance and Tan Delta values at the device and at control room. The Device shall be suitable for the Test tap provided in the condenser bushing.
- The following minimum parameters pertaining to individual Bushing should be monitored and should be accessible through the P.C.
 - (i) Power Factor/ Dissipation Factor
 - (ii) Capacitance
 - (iii) Rate of change of the above values
 - (iv) Leakage current through the test tap

The calculation and display should be automatic and integral part of the instrument and should be able to indicate the measuring status (LED/Buzzer/Display).

- The instrument should be able to identify the problems and issue alerts/warnings on the following conditions.
 - i. Absolute change in Power/Dissipation factor.
 - ii. Rate of change in Power/ Dissipation factor
 - iii. Absolute change in capacitance.
 - iv. Rate of change in Capacitance
- The system shall be self-calibration type. However if any calibration is required, the same should be stated The sensitivity and accuracy of the system should be demonstrated with appropriate reference standards
- The system shall be complete with all necessary items i.e. sensors, Cables/Fibre Optic cables (as required),Conduits, fittings, operating and calibration software /PC etc. to complete the equipment in all respect for the purpose described in this specification.
- The local control unit shall be installed independently near the MK Box. on the M.S. frame and suitable with environmental protected enclosure. The



complete MS structure frame and enclosure shall be included in the scope of supply.

- The system should be protected against over voltage, surges and all other likely abnormal conditions. The materials should be corrosion proof and complying with required IP class.
- The instrument should give necessary alert messages, which should contain historical and detailed information. The System / instrumentation should be easy to configure.
- The local control unit shall be installed independently near the M.Box. on the M.S. frame and suitable with environmental protected enclosure. The complete MS structure frame and enclosure shall meet the required IP Class.
- Local Access: Serial port for connection to a PC for the purpose of configuration and data retrieval,
- The system should possess a control panel for user interface that could display alerts. Also access to P.C. through RS232 port/ RS 485/ Ethernet TCP/P/ Supervisory Input/ Output for SCADA interface should be made available. The necessary data / parameter should be displayed at the device and means must be provided for displaying these parameters at the control room by cables/ fibre optics cables.
- The system shall be complete with all necessary items i.e. sensors, Cables/Fibre Optic cables (as required), Conduits, fittings, operating and calibration software /PC etc. to complete the equipment in all respect for the purpose described in this specification.
- The local control unit shall be installed independently near the M.Box. on the M.S. frame and suitable with environmental protected enclosure.

TECHNICAL PARAMETERS

- | | |
|----------------------|---|
| a) Application | : Monitoring of On line Capacitance and tan
Delta of bushing |
| b) Temperature Range | : 0 to 50 Deg C |
| c) Humidity | : upto 95% |
| d) Operating voltage | : 20 kv to 400 kv |
| e) Alarm settings | : Yes |
| f) Communication | : RS 232/RS 485/Ethernet TCP-IP ports shall be
Provided for remote communication |
| g) Accuracy(minimum) | : +/-1% of the reading |
| h) Power Supply | : 110 - 240 V AC, 47-63 Hz |

**OTHER DETAILS**

- a) **Scheme and electrical connection:** Complete schematic showing the connections of power supply to the display / control unit, terminal marking and wiring termination contacts shall be furnished
- b) **Mounting details** -Outline and fixing detail drawings for sensors, display/ control unit etc. to be furnished
- c) **Necessary spares** is also in the Scope of supply.

The Equipment shall be offered for inspection before dispatch. Vendor shall depute their representative for commissioning/testing of the equipment at site.



3. Transformer Thermal Condition Monitoring System (TCMS)

Thermal Condition monitoring is an important tool to detect transformer problems and avoid transformer outages and it is required to monitor transformers:

- a. Top and bottom oil temperature transducers having 4-20mA output.
- b. Current, voltage measurement transducers having 4-20mA output.
- c. The output of transducers shall be transmitted through an armored data cable of at least 10m length to the OLDGA system.
- d. OLDGA system based on DGA, Temperature and load data shall provide Hot-Spot calculation, loss of life function, ageing rate of transformers based on IEC 60067-7.
- e. Calibration reports from ISO17025 laboratory for temperature, voltage and load sensors.

S.No.	Description	Technical requirement	Bidder's compliance
1	Temperature measurement a. Top oil Sensor, Range b. Bottom Oil Sensor, Range c. Ambient, Range d. Accuracy (Top and Bottom Sensor) e. Accuracy Ambient Sensor	-10 °C to 140 °C -10 °C to 120 °C -10 °C to 120 °C $\pm 2 \% \pm 0.2 ^\circ \text{C}$ $3\% \pm 0.2 ^\circ \text{C}$	
2	Voltage and Current Measurement Voltage Range: Accuracy of Measurement value Current Range: Accuracy of Measured value	0.0V-250V AC (P-N) 0.5% 0.0A -5A 1.5%	
3	Compliance to IEC60076-7 transformer functions: Hot Spot Calculation Ageing Rate Loss of life calculation	Full Compliance Full Compliance Full Compliance	
4	IEC60067-7 parameters to be displayed on: Local display of OLDGA Control PC in control room	Full Compliance Full Compliance	
6	Calibration report of Temperature		



	and load sensors from ISO17025 laboratory	Full Compliance	
7	Housing for TMS	IP65 compliant stand near transformer, cab be common for Bushing and Temperature system	

4. Monitoring SOFTWARE

The Monitoring System is based on decentralized architecture composed basically of Data Acquisition Devices and Data Storage-Processing Devices, along with the Communication Means to connect them.

The Monitoring software shall be a web-based application & user installable & configurable. It shall focused on Transformer condition and health analysis using online & offline data. It shall also provide recommendations on actions to be taken based on the health evaluation of Transformer and alerts generated.

The following table supplies a list of protection, supervision and control IEDs considered as the minimum for integration to the monitoring system, in accordance with the subsystems selected for deployment.

Equipment	Subsystems	Management Module	Aging	Chromatography Physical-Chemical	Cooling Efficiency	Ventilation Assistant	Temperature Forecast	Moisture	Tap changer Assistant	Tap changer Temperature	Tap changer Torque	Simulation	Specialist System
Temperature Monitor		X	X		X		X	X		X		X	
Gas & Moisture Monitor		X	X					X					
Bushing Monitor		X											



The main functions and readings that have to be carried out by these IEDs are shown in the next table

IED DEVICES	CONTROL AND/OR PROTECTION FUNCTIONS	VARIABLES MEASURED BY THE DEVICES
TEMPERATURE MONITOR	AUTO / MANUAL F.V. CONTROL TRANSFORMER ALARM / TRIP	<ul style="list-style-type: none"> - OIL TEMPERATURE - WINDING TEMPERATURE - FUTURE TEMPERATURE GRADIENT PROJECTION - FORCED COOLING ON / OFF - AMBIENT TEMPERATURE - OLTC OIL TEMPERATURE ¹⁾
GAS MONITOR	- TRANSFORMER INTERNAL FAILURE DETECTION	- GASES DISSOLVED IN OIL
MOISTURE & GAS	- WATER DETECTION IN INSULATING OIL	<ul style="list-style-type: none"> - RELATIVE HUMIDITY IN OIL - TEMPERATURE REFERENCE FOR RELATIVE HUMIDITY - WATER CONTENT IN OIL (ppm)
BUSHING MONITOR	- FAILURE DETECTION IN BUSHING INSULATION	<ul style="list-style-type: none"> - CAPACITANCE C1 - TANGENT DELTA C1

Notes:

The data acquisition device is equipped with a RS485 serial port used to communicate with an open protocol Modbus RTU or DNP3.0, thus facilitating the future inclusion of new data acquisition devices without having to depend on the manufacturer to do so.



SECTION-C

SCHEDULES

**SECTION-C****SCHEDULES**

Sl. No.	PARTICULARS
1	Criteria For Evaluation And Comparison Of Bids – SCHEDULE - I
2	Schedule of Essential spares for Station Transformer– SCHEDULE - II
3	Schedule of Commercial particulars SCHEDULE - III
4	Schedule of List of drawings enclosed with the bid SCHEDULE – IV
5	Schedule of Deviations from Commercial specification SCHEDULE - V
6	Schedule of deviation from Technical specification SCHEDULE - VI
7	Schedule of General Particulars SCHEDULE - VII
8	Schedule of Declaration-I SCHEDULE – VIII
9	Schedule of Declaration-II SCHEDULE - IX

**SCHEDULE – I****CRITERIA FOR EVALUATION AND COMPARISON OF BIDS:**

- 1.0** The bidders' proposal will be evaluated as per the following:
- 1.01 Prior to the detailed evaluation, the owner will determine the substantial responsiveness of each bid and those that are considered incomplete will be rejected. The Bids which are found substantially responsive and accepted will be evaluated by KPCL to ascertain the lowest technically/financially acceptable bid. A substantial responsive bid is one which conforms to all the terms and condition of the Bidding document without material deviation.
- 1.02 The bidder shall quote (exclusive of taxes) against each item in the kppp portal for the entire scope of work. The total sum of item rate in figure (FOR. Destination excluding all taxes and duties) offered by the bidder in the kppp portal shall be called as the Total Quoted amount of the Bidder. The evaluation of Bids shall be based on Quoted amount, quoted in kppp portal by the bidder in schedule-B of prices. The minimum evaluated cost among the bidders shall be considered as the Lowest Bidder (**L1**).
- 1.03 The rates of taxes, duties, levies etc., that is applicable for such contracts in the State of Karnataka as on date of the submission of the bid and their percentage rates considered in the above prices shall be clearly indicated at the time of opening of price bid.

NOTE: The successful bidder shall submit a detailed billing break-up for each items listed above within 30 days from the date of LOA for KPCL approval.

SIGNATURE _____

NAME _____

SEAL OF THE COMPANY DESIGNATION _____

DATE _____

SCHEDULE OF ESSENTIAL SPARES (If Any)

[illegible]

Note: Exclusive of taxes & duties.

Signature Of the Bidder with seal

Schedules

**SCHEDULE – III****SCHEDULE OF COMMERCIAL PARTICULARS**

Is the bidder agreeable for the following terms and conditions as per the specification.

1.0	Bid validity period	:YES/NO
2.0	Security deposit	:YES/NO
3.0	Contract agreement	:YES/NO
4.0	Prices	:YES/NO
5.0	Terms of payment	:YES/NO
6.0	Completion period	:YES/NO
7.0	Penalty	:YES/NO
8.0	Insurance	:YES/NO
9.0	Essential spares	:YES/NO
10.0	Guarantee	:YES/NO
11.0	Replacement of defective parts	:YES/NO
12.0	Force Majeure	:YES/NO
13.0	Extension of time	:YES/NO
14.0	Suit or proceedings	:YES/NO
15.0	Arbitration	:YES/NO
16.0	Variation in supply	:YES/NO
17.0	Performance guarantee tests	:YES/NO



If any of the above terms and conditions as specified in the specification is not acceptable, it should be brought out clearly in the schedule of deviations from general terms and conditions without fail.

SIGNATURE_____

DESIGNATION_____

COMPANY_____

DATE_____

COMPANY SEAL

**SCHEDULE – IV****SCHEDULE OF LIST OF DRAWINGS ENCLOSED WITH THE BID**

(Contractor shall enter the drawings submitted as sought in the bid specification)

Sl.No.	Drawing No.	Title

SIGNATURE_____

NAME_____

DESIGNATION_____

DATE_____

COMPANY SEAL

**SCHEDULE –V****SCHEDULE OF DEVIATIONS FROM
COMMERCIAL CONDITIONS**

All deviations from the Commercial Conditions shall be filled in by the **BIDDER** clause by clause in this schedule.

Section	Specification No.	Clause No.	Deviation

The BIDDER hereby certifies that the above mentioned are the only deviations from General Conditions of the bid.

SIGNATURE_____

DESIGNATION_____

COMPANY_____

**SCHEDULE –VI****SCHEDULE OF DEVIATIONS FROM
TECHNICAL SPECIFICATION**

All deviations from the Specification shall be filled in by the **BIDDER** clause by clause in this schedule.

Section	Specification No.	Clause No.	Deviation

The TENDERER hereby certifies that the above mentioned are the only deviations from Technical specification of the bid.

SIGNATURE_____

DESIGNATION_____

COMPANY_____

COMPANY SEAL

**SCHEDULE – VII****SCHEDULE OF GENERAL PARTICULARS**

BIDDER shall furnish the following particulars with his bid

1.0	Name of the Company	: _____
2.0	Address	: _____
3.0	Year of Establishment under quoted Name	: _____
4.0	Type of Organization	: Proprietary/Partnership/Pvt.Ltd/Public Ltd/Government
5.0	Name and designation of the Officer of BIDDER to whom all reference shall be made for expeditious technical co-ordination	: _____
6.0	Place of manufacture (give equipment-wise list)	: _____
7.0	Current registration No. with D.G.S.& D.	: _____
8.0	Details of service facilities available	: _____
11.0	Bidder's proposal No. and Date	: _____
12.0	Proposal validity period	(Not less than 180 days)
13.0	Earnest money deposit submitted	Yes/No
14	Are all guaranteed technical particulars and prices called for in various schedules filled up	Yes/No
15	Is bidder agreeable to supply the equipment in case the deviations stipulated by him are not acceptable to the corporation	Yes/No



16	Are all the deviations pointed out in schedule of deviations	Yes/No
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SIGNATURE _____

DESIGNATION _____

COMPANY _____

DATE _____

COMPANY SEAL

**SCHEDULE – VIII****DECLARATION-I**

I, _____ certify that all type in data and information pertaining to this specification are correct and are true representation of the equipment by our formal proposal number _____ dated _____. I hereby certify that I am duly authorized representative of the supplier whose name appears above my signature:

SUPPLIER'S NAME : _____

AUTHORIZED REPRESENTATIVE'S SIGNATURE : _____

NAME : _____
(TYPED)

MANUFACTURER'S INTENT: The manufacturer hereby agreed to fully comply with the requirements and intents of this specification for the price indicated

AUTHORIZED REPRESENTATIVE'S SIGNATURE : _____



SCHEDULE – IX

DECLARATION-II

**DECLARATION regarding Non-Forfeiture of EMD
(Notarized Affidavit to be executed on Rs.100/- Non-Judicial stamp paper)**

UNDERTAKING

We hereby declare that in respect of Tender/contract with KPCL/Government or any other utility in India.

Our EMD has not been forfeited.

None of our contracts have been terminated/foreclosed on account of our default in KPCL or elsewhere.

We have not been blacklisted/subject to procedure initiated for blacklisting for participation in tender issued by KPCL or Government or any other utility in India and would not attract terms & conditions relating to rejection of bids.

Name of the BIDDER
Signature with seal
Date

KARNATAKA POWER CORPORATION LIMITED

Procurement of Transformer Monitoring Equipment's i.e., Online Dissolved Gas Analyzer and Online Bushing Monitoring Equipment for Power Transformers

SUPPLY SCHEDULE

SL.No	Name of the Station	Voltage Rating (kV)	Capacity of GT (MVA)	Name of the Transformer	Requirement of TMS Y/N	Remarks
1	BELLARY TPS (BTPS)	21/400/√3	207	GT#1	Y	9+3=12
		21/400/√3			Y	
		21/400/√3			Y	
		21/400/√3	207	GT#2	Y	
		21/400/√3			Y	
		21/400/√3			Y	
		21/400/√3	290	GT#3	Y	
		21/400/√3			Y	
		21/400/√3			Y	
		220/11.5	50	ST#2	Y	
		400/11.5/11.5	80	ST#1	Y	
		400/11.5/11.5	100	ST#4	Y	
2	RAICHUR TPS (RTPS)	15.75/220	250	GT-2	Y	6+2=8
		15.75/220	250	GT-3	Y	
		15.0/420	250	GT-4	Y	
		15.75/420	250	GT-5	Y	
		15.75/420	315	GT-7	Y	
		16.5/420	315	GT-8	Y	
		220/6.9/6.9	50	ST#3	Y	
		220/6.9/6.9	50	ST#4	Y	
3	YERMARUS TPS (YTPS)	27/400/√3	315	GT#1	Y	6+2=8
		27/400/√3			Y	
		27/400/√3			Y	
		27/400/√3	315	GT#2	Y	
		27/400/√3			Y	
		27/400/√3			Y	
		400/11.5/11.5	125	ST#1	Y	
		400/11.5/11.5	125	ST#2	Y	

TOTAL Nos.

28

CETD

Karnataka Power Corporation Limited
Procurement of Transformer Monitoring Equipment's i.e., Online Dissolved Gas Analyzer
and Online Bushing Monitoring Equipment for Power Transformers

PRICE SCHEDULE

Sl No	Desription	Unit	Qty	Total price in Rs. Excluding Taxes
1	Transformer Online Dissolved Gas Analyzer	No	1	
2	Transformer Online Bushing Monitoring System	No	1	
3	Thermal Monitoring &Monitoring Software along with Computer including Thermal model configuration, Ethernet switches, Sensors. Installation and Commisioning of 1, 2 & 3	No	1	

Total cost (Rs) No	1
No	28