

**KARNATAKA POWER CORPORATION LIMITED**  
(A GOVERNMENT OF KARNATAKA ENTERPRISE)  
CIN:U85110KA1970SGC001919

**Executive Engineer (Solar), Bengaluru-01**



**Tender No. KPCL/2020-21/PS/WORK\_INDENT9925**

**Date: 18.04.2020**

**BID DOCUMENT**

**For the work of**

**“Operation & Maintenance of 3 MW Solar PV Plant at Itnal village in Belagavi District, Karnataka state, for a period of 2(two) years and extendable by one more year.”**

**Office of the**  
Executive Engineer(Solar)  
Karnataka Power Corporation Limited  
# 3, Green Building, First Floor, Palace Road,  
BENGALURU - 560 001.  
Mobile Nos.: +91 94806 82821  
Web site: [www.karnatakapower.com](http://www.karnatakapower.com)  
E-mail address: eegswsolar@gmail.com/eesolarkpcl@karnataka.gov.in

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**KARNATAKA POWER CORPORATION LIMITED****SECTION – 1****DEFINITION OF TERMS****1.00 DEFINITION OF TERMS:**

- 1.01 ACT OF INSOLVENCY'** shall mean any Act of Insolvency as defined by the Presidency Towns insolvency Act, or the Provisional Insolvency Act or any amending statute.
- 1.02** The expression “**work**”, “**job**” or “**duty**” where used in these conditions shall unless there be something either in the subject or context represent to such construction be construed to mean the work or works to be executed under or by virtue of the contract, whether temporary or permanent, whether original, altered, substituted, and additional or modified.
- 1.03** The “**Corporation/Company/KPCL/Purchaser**” means Karnataka Power Corporation Limited a Govt. of Karnataka under taking firm having registered office at No.82, Race Course Road, Bangalore-560 001, Karnataka State, and shall include its successors and assignees as well as its authorized officers/representatives.
- 1.04** The “**Agency / Contractor / Supplier**” means the agency to whom this work is awarded on successful bidding.
- 1.05** ‘**APPROVED**’ and ‘**APPROVAL**’, where used in the ‘Specification’ shall mean, respectively, approved by and approval of the OWNER or the ENGINEER. When the words ‘Approved’, ‘Approval’, ‘Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As directed’, ‘Where Directed’, ‘When Directed’, ‘Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like import are used, the approval, judgment, direction, etc., is understood to be a function of the OWNER or the ENGINEER.
- 1.06 AWARD OF CONTRACT** shall mean issue of work order.
- 1.07 BID** means the offer of the BIDDER to the OWNER in response to the Bid enquiry.
- 1.08 BIDDER** shall mean the Firm/Party who quotes against this BID.
- 1.09 ‘BIDDER’S WORKS’** shall mean and include the land and other places which are used by the Contractor for the performance of the “works”.
- 1.10 CODES & STANDARDS** shall mean all applicable codes and standards as indicated in the Technical Specifications.
- 1.11 ‘CONTRACT’** shall mean the order and associated documents executed by the OWNER and the BIDDER including other documents agreed between the parties or implied to form a part of the CONTRACT.
- 1.12 CORPORATION** shall mean ‘Karnataka Power Corporation Ltd. (KPCL) on whose behalf the enquiry is issued by its representative and shall include its successors, assigns as well as its authorized officer/representative.
- 1.13 ‘CONTRACTOR’** 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.

- 1.14** The word '**CONTRACT PRICE**' shall mean either the lump sum named in the contract or the approximate total of all payments as estimated from unit prices and estimated quantities set forth in the contract which are to be paid to the BIDDER for the work to be done under this CONTRACT.
- 1.15** "**CONTRACT PERIOD**" shall mean period of 'final completion of works' thereafter or to the extent of valid extension permitted by the CORPORATION thereafter during which the 'CONTRACT' shall be executed as agreed between CORPORATION and BIDDER. Contract period shall be Two years, if the performance of the work is satisfactory, contract period shall be extended for another one year (optional) on mutually agreed rate.
- 1.16** **COMPLETION PERIOD** shall mean a period of 24 months from the date of issue of LOA.
- 1.17** '**COMPLETION**' shall mean that all 'work' is completed as directed and the 'Site' is cleared to the satisfaction of the ENGINEER.
- 1.18** '**DATE OF CONTRACT**' shall mean the calendar date on which the OWNER and BIDDER have signed the 'CONTRACT'.
- 1.19** **EFFECTIVE DATE OF CONTRACT** - The Contract shall be deemed to have come into force and effect from the date of issue of Letter of Award by the Owner to the Contractor provided the contract agreement has been executed and delivered by the parties.
- 1.20** '**DRAWINGS**' shall mean all :
- a. Drawings furnished by the OWNER or the ENGINEER as a basis for proposals.
  - b. Supplementary drawings furnished by the OWNER or the ENGINEER to clarify and to define in greater detail the intent of the 'CONTRACT';
  - c. Drawings furnished by the OWNER or the ENGINEER to the BIDDER during the progress of the work.
- 1.21** '**ENGINEER'S INSTRUCTIONS**' shall mean any drawings and/or instructions oral and/or in writing, details, directions and explanations issued by the ENGINEER or the OWNER from time to time during the 'CONTRACT PERIOD'.
- 1.22** **ENGINEER** shall mean Executive Engineer(Solar), KPCL, Bengaluru or such other Officer as may be appointed to act as the ENGINEER for the purpose of the contract and shall also mean and include other Officers directly in-charge of the work or any Part thereof.
- 1.23** **ENGINEER-IN-CHARGE** shall mean the **EXECUTIVE ENGINEER** directly in-charge of the work or his duly authorized officer who shall direct and supervise the work.
- 1.24** **LETTER OF AWARD (LOA) / WORK ORDER (WO)** means the formal communication in writing by the Owner to the Contractor of the acceptance of the Bidder's Bid.
- 1.25** '**MONTH**' shall mean English calendar month.
- 1.26** **NOTICE IN WRITING** or '**WRITTEN NOTICE**' shall mean a notice in writing, typed or printed or hand written characters sent (unless delivered personally or by any agreed system of electronic transmission) to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.27** '**PLANT/EQUIPMENT**' shall mean and include any or all plant, machinery, tools and other implements of all description necessary for the execution of the work in safe and workman like manner.

- 1.28** **'SITE'** shall mean and include all the area in which operations in respect of the work are carried out. **'SITE'** shall also mean the actual place of the proposed 'Project' as detailed in the 'Specification' or other place where work has to be executed under the CONTRACT.
- 1.29** **'SPECIFICATION'** shall mean collectively all the terms and stipulations contained in those portions of the 'CONTRACT' known as General Conditions, the Specifications and such Amendments, Revisions, Deletions or Additions, as may be made in the Agreement and all written Agreements made or to be made pertaining to the method and manner of performing the Work or the quantities and qualities of the materials to be furnished under this 'CONTRACT'.
- 1.30** The Words **'BIDDER'** and **'BIDDERS'** shall have the same meaning wherever used in this contract.
- 1.31** **WRITING** shall include any manuscript, typewritten, E-mail or printed statement, under or over signature and/or seal as the case may be.
- 1.32** In case of any conflict relating to the meaning of the Terms and Conditions of Contract, Specification, Designs, Drawings and Instructions mentioned hereinafter and as to the quality of workmanship or materials used on the works, the decision of the ENGINEER shall be final, conclusive and binding on all parties to the "CONTRACT".
- 1.33** Whenever in this contract the words "Directed", "Required", "Ordered", "Desired", "considered" "Necessary", or like words are used, it shall be understood that the directions, requirements, permissions, orders, desiring, etc., of the Executive Engineer(Solar) or other authorized Officers words. "Approved", "Acceptable", satisfactory to the Executive Engineer(Solar) or his authorized officers approved by or acceptable or satisfactory / unless any other meaning is otherwise intended.

**Executive Engineer(Solar)**  
**KPCL, Bengaluru**

**KARNATAKA POWER CORPORATION LIMITED****SECTION – 2****INSTRUCTION TO BIDDERS****GENERAL INSTRUCTIONS**

**2.01.00** Karnataka Power Corporation Ltd., (KPCL) herein after called the ‘Corporation’ has invited tenders (Bids) for the scope of work detailed in this accompanying specification, through GOK e-procurement portal.

**2.01.01** Bid documents can be downloaded from GOK e-procurement website <https://eproc.karnataka.gov.in> under login for contractors. The Executive Engineer(Solar), Karnataka Power Corporation Ltd., Bengaluru, hereinafter called as ‘Engineer’ or his authorized representative will accept tenders(bids) in respect of O&M at site as set forth in the accompanying specification. All tenders (Bids) shall be prepared and submitted in accordance with the tender instruction, electronically through internet.

**2.01.02** Tenders (Bids) will not be accepted after the time and date fixed for receipt as set forth in the GOK e-procurement portal.

**2.01.03** 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 all rights and obligation of KPCL and ‘Bidders’ previously subject to the dead line will thereafter be subject to the dead line extended.

**2.01.04** The Tenderers (Bidders) shall bear all costs associated with the preparation and submission of its Bids and KPCL in no case be responsible or liable for these costs.

**2.01.05** No tender (bid) will be considered which is not submitted through e-procurement portal as per guidelines. Bids with major deviation are not acceptable. 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.

**2.01.06** 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.

**2.01.07** No enhancement of rates once accepted will be considered during the currency of contract.

**2.01.08** In the matter of dispute regarding the performance of the contract, the decision of the ‘Engineer’ is final.

**2.01.09** The ‘Engineer’ reserves the right to accept any or reject any/or all the tenders without assigning any reason thereof.

**2.01.10** ‘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.

**2.02.00 MODIFICATION AND WITHDRAWAL OF BIDS**

**2.02.01** The bidder may modify or withdraw its bids after the bid submission, provided that such modification or withdrawal is received in writing by the purchaser prior to the dead line prescribed for the submission of bids on e-procurement platform.

**2.02.02** Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provision of clause No.2.06.00.

**2.02.03** No bid is allowed to be modified after the dead line for submission of bids.

### **2.03.00 PREQUALIFICATION REQUIREMENT**

**2.03.01** The Bidder shall satisfy all the pre – qualification requirement as stipulated in the Notice inviting tender and/or Brief tender notification (through e-procurement portal only) issued by the 'Engineer'

**2.03.02** Engineer' reserves the right to request for additional information and also reserves the right to reject the proposal of any bidders, if in his opinion the qualification data is incomplete.

### **2.04.00 BID DOCUMENTS**

**2.04.01** The scope of 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:

- Abstract Bid Notification
- Brief Bid Notification
- Instructions to Bidders
- General condition of contract
- Special Conditions of Contract
- Brief project Details
- Specific requirements
- Declaration Schedule
- Price schedule

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.

**2.04.02** Clarification of bidding document: Prospective bidders requiring any further information or clarification of the bidding documents may notify KPCL in writing to the "Engineer" on or before the date specified for the receipt of such request for clarification as indicated in the Brief Bid notification. "Engineer" will respond in writing to any request for information or clarification of the bidding documents. KPCL's response/Clarification will be uploaded in e-portal on the date as specified in NIT. These response/clarification furnished by KPCL will form a part of bidding document.

**2.04.03** 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.

**2.04.04** Verbal clarification and information given by the 'Engineer' or his employees or his representatives shall not in any way be binding on KPCL.

### **2.05.00 SCOPE OF PROPOSAL**

**2.05.01** The scope of proposal shall completely cover the equipment and work specified under the bid document.

**2.05.02** Bid not covering the entire scope of work may be treated as incomplete and hence rejected.

**2.06.00 SUBMISSION OF BIDS/TENDER**

- 2.06.01** The bids shall be electronically submitted through internet within date and time published in e-procurement portal.
- 2.06.02** The bidders bid and the document attached there to, shall be considered as forming a part of contract document. A specimen form of bid is enclosed as Annexure-1.
- 2.06.03** The bids sent through postal /telegraph / FAX / E-mail will be rejected.
- 2.06.04** Any bid which is not submitted according to the instruction stipulated above is liable for rejection.

**2.07.00 SIGNATURE OF BIDS**

- 2.07.01** The Bid must contain the name 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.
- 2.07.02** Bids by Corporation/Company shall be signed with the legal name of the company by the President or Managing Director or Secretary or other person authorized by President/Managing Director.
- 2.07.03** The bidders name stated in the proposal shall be the exact legal name of the firm.
- 2.07.04** Erasures or other changes in the bid shall be initialed by the person signing the bid.
- 2.07.05** Bids not conforming to the above requirements of signing may be disqualified.

**2.08.00 LOCAL CONDITION**

- 2.08.01** 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'.
- 2.08.02** 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.

**2.09.00 EARNEST MONEY DEPOSIT – EMD**

- 2.09.01** Tenders must be accompanied by EMD which should be paid online through e-procurement portal at the time of submission of bid. The mode of payment is indicated in the Brief bid notification. A Bid guarantee equivalent in value as indicated in the Notice Inviting Bid and/or 'Brief Bid Notification' shall accompany each bid.
- 2.09.02** Bids not accompanied with EMD will be rejected.
- 2.09.03** 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 15 days of the date of letter of award, the bid guarantee will be forfeited as liquidated damages.
- 2.09.04** The Bid guarantee(EMD) of unsuccessful bidders will be returned after the award of the contract and entering into contract with the successful bidder.



**2.09.05** For the successful bidder the EMD will be returned after he enters into contract agreement and furnishing the contract performance guarantee in an acceptable format.

**2.09.06** No interest is payable to the bidder for the EMD amount.

#### **2.10.00 INFORMATION REQUIRED WITH THE BID**

**2.10.01** 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.

**2.10.02** 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'.

#### **2.11.00 BID OPENING**

**2.11.01** The Engineer will open cover-2 bid in the presence of the Bidders authorized representatives who choose to attend at the date, time and at the 'Engineers' address indicated in the invitation for bid/Brief Tender Notification.

**2.11.02** If the bid opening 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.

**2.11.03** 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.

#### **2.12.00 PRELIMINARY EXAMINATION**

**2.12.01** The Corporation 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.

**2.12.02** 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 is a discrepancy 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 amount indicated in words shall be considered.

**2.12.03** Prior to the detailed evaluation the Corporation will determine the substantial responsiveness of each bid to the bidding documents by reviewing the Bids and those that are considered incomplete will be rejected. A substantial responsive bid is one which conforms to all the terms and condition of the Bidding document without material deviation.

**2.12.04** Contract period shall be for Two years, if the performance of the work is satisfactory, contract period shall be extended for another one year (optional) on mutually agreed rate. **There shall be no implication of extended period rate on price evaluation.**

#### **2.13.00 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 bid after Cover-II (Price bid) bid has been opened.

#### **2.14.00 EFFECT AND VALIDITY OF BID**

**2.14.01** 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 the purchaser.

**2.14.02** The bids should be kept valid for a period of 180 calendar days from the date set for opening the bids. The bid security (EMD) shall be kept valid for 180 days from the date of opening of bids.

#### **2.15.00 EVALUATION AND COMPARISON OF BIDS**

**2.15.01** The Bids which are found substantially responsive and accepted will be evaluated by the indenter to ascertain the lowest quoted price and technically acceptable bid.

**2.15.02** In case of arithmetical error the rectified price as indicated in clause No.2.12.02 above will be considered for evaluation.

**2.15.03** In order to bring all bids on par, the loading as indicated in Cover-II will be considered to arrive at evaluated price.

#### **2.16.00 CONTRACT PERFORMANCE GUARANTEE (SECURITY DEPOSIT)**

**2.16.01** 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 as per KPCL pro-forma enclosed (ANNEXURE-2) (by any Scheduled or Nationalised Bank) on a non-judicial Stamp paper of Rs. 200/- only. The Bank Guarantee should be furnished within 21 days after the issue of LOA/Detailed order whichever is earlier. The performance guarantee shall be valid for entire contract period and if the agency fails to attend any of the problems to equipment / installation performance guarantee will be forfeited till the completion of the work. Alternatively, the bidder may opt for recovery of security deposit from their bills proportionately.

**2.16.02** The Security Deposit shall be refunded only on completion and closure of the contract to the satisfaction of the KPCL. If KPCL incur any loss or damage on account of non-fulfillment of obligations under this contract, then such losses / damages incurred by KPCL shall be deducted from the Security Deposit. The amount so deducted / adjusted shall not be refunded to the bidder.

**2.16.03** The performance guarantee security deposit will be returned to the contractor after successful completion of guarantee period as per relevant clauses, on request of the contractor.

**2.16.04** No interest is payable on the contract performance guarantee.

#### **2.17.00 SETTLEMENT OF DISPUTES (ARBITRATION):**

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

**2.18.00 CONTRACT AGREEMENT**

The successful bidder shall sign the contract agreement within 21 days of the receipt of letter of award on Non Judicial stamp paper for a value of Rs.200/- (Rupees Two hundred only) purchased in Karnataka strictly in the format furnished as Annexure-3.

**2.19.00 SUIT OR PROCEEDINGS:**

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

**Executive Engineer(Solar)  
KPCL, Bengaluru**

**KARNATAKA POWER CORPORATION LIMITED****SECTION - 3****GENERAL CONDITIONS OF CONTRACT****3.01.00 SCOPE OF THE CONTRACT**

The scope of contract shall be Operation and Maintenance of 3 MW Grid Connected Solar PV plant including all accessories installed at Itnal village in Belagavi District of Karnataka for a period of 2 years and extendable by one more year.

**3.02.00 CONTRACTOR TO INFORM HIMSELF FULLY**

The “Contractor” shall be deemed to have carefully examined the conditions and specifications. If he shall have any doubt, as to the meaning of any portion of the 'contract documents' he shall before signing the contract set forth the particulars thereof and submit them to the “Corporation” in writing in order that such doubts may be clarified or removed. “Corporation” will provide such clarification as may be necessary in writing to the “Contractor”. Any information otherwise obtained by the “Corporation” or “Engineer” shall not in any way relieve the “Contractor” of his responsibility to fulfill his obligation under the contract.

**3.03.00 COMPLETENESS OF CONTRACT**

The contract shall be complete and shall include all accessories, which even though not specifically mentioned in this specification, schedules, drawings etc., and are essential for the satisfactory operation and maintenance of the system as a whole.

**3.04.00 CONTRACT AGREEMENT AND PERFORMANCE GUARANTEE****3.04.01 CONTRACT AGREEMENT**

The Contract agreement shall be signed between the “Contractor” and the “Corporation” and the performance guarantee shall be furnished in the prescribed form simultaneously by the “Contractor” for the proper fulfillment of the contract. The expenses of preparation and stamping of contract agreement shall be to the account of the “Contractor”. Contractor shall furnish 6 copies of duly bound contract agreement free of cost to the corporation. Each copy of the agreement shall comprise of the agreement together with its annexures, schedules, data sheets, drawings etc. In case the signing of the contract is not possible by the time stipulated above, the “Contractor” shall extend the bid guarantee period. The Proforma for contract agreement is enclosed as Annexure-3. The contract agreement shall be signed by both Corporation and contractor on Rs. 200/- non judicial stamp paper purchased in Karnataka (Strictly as per the format).

**3.04.02 PERFORMANCE GUARANTEE (SECURITY DEPOSIT)**

For the due and faithful performance of the contract, the Contractor / successful bidder shall be required to furnish a performance guarantee of 5% of the contract value in the form of Bank Guarantee (on Rs 200.00 stamp paper) as per KPCL pro-forma enclosed (ANNEXURE-2) from any nationalized/scheduled bank for proper fulfillment of the contract. The performance guarantee shall be valid for entire contract period.

The Security Deposit shall be refunded only on completion and closure of the contract to the satisfaction of the KPCL. If KPCL incur any loss or damage on account of non-fulfillment of obligations under this contract, then such losses / damages incurred by KPCL shall be deducted from the Security Deposit. The amount so deducted / adjusted shall not be refunded to the bidder.

No interest is payable on the contract performance guarantee.

### **3.05.00 MANNER OF EXECUTION OF CONTRACT**

- 3.05.01** The “Contractor” after the receipt and acceptance of the ‘Letter of award / Detailed order’ will send one set of the final contract agreement to the “Corporation” for the scrutiny and approval. The agreement shall be signed on a date and time to be mutually agreed within the specified period. The “Contractor” will present himself for signing with “performance guarantee” and power of attorney and other requisite material.
- 3.05.02** Subsequent to signing of the contract, the “Contractor” at his own cost shall provide the “Corporation” with at least 6 copies of the agreement within 21 days of the signing of the contract.

### **3.06.00 EFFECT AND JURISDICTION OF CONTRACT**

- 3.06.01** The contract shall be considered as having come into force from the date of issue of letter of award / detailed order whichever is earlier by the “Corporation” to the “Contractor”. The law applicable to this contract is the law in force in India.
- 3.06.02** Any suit or proceedings arising out of this contract shall be initiated in the appropriate law courts at Bengaluru, Karnataka State only.

### **3.07.00 SUBLETTING OF CONTRACT**

The subletting of contract will not be entertained.

### **3.08.00 PATENT RIGHTS & ROYALTY:**

- 3.08.01** Royalties and fees for patents covering materials, articles, apparatus, devices, equipment 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 at his own expense, 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.
- 3.08.02** 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.
- 3.08.03** 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.

### **3.09.00 TIME IS THE ESSENCE OF CONTRACT**

**3.09.01** The time and date of completion of the works as stipulated by the 'Corporation' in the tender specification and accepted by the 'Contractor' shall be deemed 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 for shall be reckoned from the date of the issue of the 'letter of award / detailed order whichever is earlier' to the 'Contractor'.

### **3.10.00 CONTRACT PRICE:**

The price quoted in Indian Rupees by the bidder in his bid with any addition or deletion as may be agreed before signing the 'contract' for the entire scope of work as detailed in bid document shall be treated as contract price.

### **3.11.00 INSURANCE**

The existing solar plant with all accessories is covered under standard fire and special perils policy covering terrorism damage and damages due to earthquake. Insurance policy is in the name of KPCL. Insurance is being arranged by KPCL.

- a) The Contractor shall also arrange to take an Insurance Policy under the accident insurance plans covering claims under Workmen Compensation Act with latest amendments to cover risks such as accidents, injury or death and third party claims against his liability for any material or physical damage, loss or injury which may occur to any person or property arising out of execution of contract.

In case of accidents, injuries or death, compensation to Contractor's staff shall be paid by the Contractor as per workmen compensation act.

### **3.12.00 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.

### **3.13.00 TERMS OF PAYMENT**

The terms of payment shall be as indicated under Special terms and conditions of contract.

### **3.14.00 PROGRAMME OF O&M WORK:**

Within 15 days of the issuance of letter of award or detailed order whichever is earlier, the Contractor shall furnish the detailed program of O&M work in the form of network.

**3.15.00** The program network shall include all the customer inputs required with his schedule of requirement.

### **3.16.00 LIABILITY FOR ACCIDENT AND DAMAGES**

Under the 'contract', the "Contractor" shall be totally responsible for all loss or damage to the system until the system is accepted after O&M and taken over by the Corporation.

### **3.17.00 CONTRACT PERIOD**

The contract period of O&M work is 2 (Two) year from the date of issue of LOA. If the performance of the work is satisfactory, contract period shall be extended for another one

year (optional) on mutually agreed rate.

### **3.18.00 CONTRACTOR'S DEFAULT**

**3.18.01** 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 employ other workmen and forthwith execute the part of the works as the Contractor has neglected to do or if the Corporation think it fit shall be lawful to the Corporation without prejudice to any other right, Corporation may have under the contract to take 'works' wholly or under part out of the Contractor's hands and reconstruct with any other person or persons, complete the works or any part thereof and in that event, Corporation shall have free use of all 'contractors' equipment that may have been at the time on the 'site' in connection with the works without being responsible to the Contractor for the fair wear and tear thereof and to the exclusion of any right to the Contractor over the same and the Corporation shall be entitled to retain and apply any balance which otherwise due on the contract by him to the Contractor, or such part thereof 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. In addition of such action by the Corporation as aforesaid shall not relieve the Contractor of his liability to pay penalty for delay in completion of works.

**3.18.02** 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 full value till completion of guarantee period.

### **3.19.00 FORCE MAJEURE**

**3.19.01** 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, earthquakes and epidemics.
- b) Act of any Government, including but not limited to war declared or undeclared.
- c) Riot and Civil commotion.
- d) Transportation delay due to above force majeure clause under a, b and c and any other National level strikes by the Transporters.

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

**3.19.02** 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.

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

**3.20.00 TERMINATION OF CONTRACT**

**3.20.01** 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) If the "Contractor" (whether an individual firm or incorporated company) shall suffer execution to be issued.
- d) If the "Contractor" assigns or sublet the 'contract'.
- e) 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.
- f) If the Corporation certify in writing 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 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 neglected or failed persistently to observe and perform all or any of the acts 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.
  - v) Has to detriment of good workmanship or in defiance of the Corporation's instruction to the contrary, sub contracted part of the contract.

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.

**3.20.02** And further the Corporation or its agents or its employees/ servants may enter upon and take possession of all plants, tools and other materials lying upon premises and use them as its own property to carry on and complete the 'works' and the Contractor shall not in any way interrupt or do anything to prevent or hinder completing and finishing or using the material and plant. When the 'works' shall be completed or as soon thereafter as convenient, the Corporation shall give a notice in writing to the Contractor to remove his surplus material and plant and should the Contractor fail to do so within a period of fourteen (14) days after issue of such notice, the Corporation shall dispose them by suitable means and shall give credit to the Contractor for the amount realized. The Corporation shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to by the Contractor, after considering the realized value of the said plant and materials so taken possession of by the Corporation might have incurred in getting the 'works' so completed and the progress or any other payment which may be due but not paid to the Contractor. The amount so certified shall be paid by the Corporation to the Contractor or by the Contractor to the Corporation as the case may be and the Certificate of the Corporation shall be final and conclusive.



**3.20.03** 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.

**3.20.04** Has failed to perform any other obligation under contract.

**3.20.05** Has failed to rectify/make good his failures within a period of 30 days.

**3.21.00 NO WAIVER OF RIGHTS**

Neither the inspection by the Corporation nor 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 plant 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.

**3.22.00 CERTIFICATE NOT TO AFFECT THE RIGHT OF CORPORATION & 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 contract 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."

**3.23.00 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 expiry of the 'Guarantee period' as provided for under the Section-4 "Guarantee period"

**3.24.00 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.

**3.25.00 CORPORATION'S DECISION**

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.

**3.25.01** 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 by 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.

### **3.26.00 SUSPENSION OF WORKS**

**3.26.01** 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.

**3.26.02** The Corporation shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor.

### **3.27.00 POWER TO VARY OR OMIT WORKS**

**3.27.01** No alteration, amendments, omission, additions or variation of the scope (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.

**3.27.02** 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.

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

### **3.28.00 GUARANTEE**

**3.28.01** The Contractor shall guarantee the quality of O&M work and same will be in accordance with the contract document and shall be free from defects for a period of 24 months from the date of LOA.

**3.28.02** If any defect is not remedied within a reasonable time, the Corporation may proceed to do the same at the Contractor's risk and cost but without prejudice to any other rights which the Corporation may have against the contract in respect of such defects.

**3.28.03** In the event of an emergency where in the judgment of Corporation delay would cause serious loss or damage, repairs or adjustment may be made by the Corporation or a third party chosen by Corporation without advance notice to 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 Contractor's liability under the terms and conditions of the contract.

**3.28.04** 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 programme of replacement or renewal which will minimize interruption to the maximum extent in the operation of the equipment.

- 3.28.05** At the end of the 'guarantee period' the Contractor's responsibility ceases except for latent defects.
- 3.28.06** During the 'guarantee period', Contractor shall provide if required by the Corporation the services of his Engineers to advise the Corporation for such periods and such number as may be mutually agreed upon. The Contractors' Engineer shall act as a liaison with Corporation to monitor operation, maintenance and trouble shooting and supervising the repair works.
- 3.28.07** The Contractor shall prove the guaranteed performance of the equipment. Should the Contractor unable to do so in the first instance he shall be given an opportunity to rectify the defects. Should the performance of the equipment be still not be up to guarantees, the Contractor shall be given a reasonable time to make necessary corrections to achieve the guaranteed performance.

**3.29.00 DEFENCE OF SUITS:**

- 3.29.01** 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 in connection with any claim based on lawful demands of 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.
- 3.29.02** 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.

**3.30.00 LIMITATIONS OF LIABILITIES**

The release of the Contractor from all his liabilities under the 'contract' shall be made only at the end of the 'Completion of contract as detailed in Clause no.3.23.00 & 3.27.00 above or till such time of the contractual liabilities and responsibilities of the Contractor shall prevail.

**3.31.00 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 and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole or in part 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.

**3.32.00 EQUIPMENT PERFORMANCE GUARANTEE**

The performance guarantee of the equipment under the scope 'contract' is detailed separately in the 'specification'. These guarantees shall supplement the general performance guarantee provisions covered under the tender.

**3.33.00 REFERENCE STANDARDS**

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. Other Internationally acceptable standards which ensure equal or higher performance than those specified shall also be accepted.

### **3.34.00 QUALITY ASSURANCE PROGRAMME**

To ensure that the services under the scope of this 'contract' whether performed within the Contractors' works or at the Corporation site 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) System for handling storage and delivery and
- b) System for maintenance of records.

### **3.35.00 CORPORATION'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:

- a) Interpretation of all the terms and conditions of these documents and Specifications.
- b) Issue certificate of acceptance and/or progressive payment and final Payment certificates.

### **3.36.00 TAKING OVER**

Upon successful O&M period of 24 months from the date of LOA, Corporation shall issue to the Contractor a 'Taking over' certificate as a proof of the final acceptance of the plant. The completion of work shall include but not limited to the satisfactory completion of performance guarantee as detailed in the Bid document and also the successful demonstration of the working of all equipments. 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.

### **3.37.00 CORRESPONDENCE**

**3.37.01** 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 Corporation regarding the number of invoices, dispatch and other documents and authorities to whom all correspondence are required to be sent.

**3.37.02** 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.

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

### **3.38.00 LOCAL CONDITIONS**

**3.38.01** 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.

**3.38.02** 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 investigated and considered while Bid Document

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 Corporation, which are based on the lack of such clear information or its effect in the cost of supply and erection to the Bidder.

### **3.39.00 CONSTRUCTION OF CONTRACT & 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.

### **3.40.00 NOTICES**

Any notice given by one party to the other pursuant to this Contract shall be sent in writing. Written notice shall be deemed to have been duly served if delivered to the individual or to a member of the firm or an officer of the Contractor of the Corporation for whom it is intended or if delivered at, or sent by mail, telegraph or cable to the last business address of the said Contractor or Corporation at the address indicated at the beginning of the contract.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **3.41.00 STATUTORY RULES AND REGULATIONS:**

**3.41.01** The bidder shall register under the Contract Labour Act or any other Labour Acts as may be applicable from time to time. The bidder shall follow all the provisions of Labour laws and other laws including the Payment of Wages Act, Minimum Wages Act, Factory act, Child labour act, Workman Compensation Act and other Local Laws and rules framed there under from time to time. Any amount payable to the employees of the bidder under any of the law by the Bidder, if demanded from the Corporation being a Principal Employer, same shall be recovered from the Bills of the bidder. The bidder shall maintain all registers and records as required under the various laws and regulations made there under from time to time. The Bidder shall make arrangements for the engagement of labours according to the provisions of Indian Labour Laws and the local acts and for the payment thereof. The bidder shall pay rates of wages and observe conditions as defined in the Indian Labour Laws. On receipt of the order, the Bidder shall furnish the certificate to Executive Engineer(Solar), KPCL, Bengaluru of his having registered with the competent authority under the Contract Labour Acts and other Acts.

**3.41.02** The bidder and his employee shall observe all the statutory rules and regulations of the power stations and the provisions of the other labour laws and regulations made there under which are applicable to the power stations.

**3.41.03** In the event of any accident / injury / fatal to the bidder's employee during the course of his employment in pursuance of the present contract, the Bidder shall be responsible to pay the compensation or any sum payable to such employee under the provisions of Law or Regulations made there under including the provisions of Workman Compensation Act. The contractor shall arrange for treatment, medical facility and dealing with statutory /legal other all responsibility are rest upon contractor.

The contractor shall comply with all relevant acts, rules by-laws, regulations and all other statutory requirements of local or other authorities, having jurisdiction over the areas and shall be responsible for the payment of all fees and other charges and giving and receiving of all necessary notices and keep the Executive Engineer(Solar), KPCL, Bengaluru, informed of the said compliance with such acts, rules, by-laws, regulations, statutory requirements, payments made, notice issued and received.

**3.42.00 DISPUTES RESOLUTION :**

In case any dispute or difference arises between the corporation or its representative and the contractor on any matter within the scope of this contract, then either party shall forthwith give to the other side written notice of such dispute or difference and such dispute or difference shall be referred to the Chief Engineer (O&M) YCCP, Bengaluru, whose decision shall be final and binding on the contractor. However, the bidder shall ensure the progress of works without any stoppage till final decision is taken.

**3.43.00 SUIT OR PROCEEDINGS**

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

**3.44.00 SAFETY:**

Solar plant comes under factories act, the agencies shall provide and adhere to all the safety precautions while execution of the work as per the provisions of factories Act. In the event of any accident which may leads to injuries / disability / Fatal accidents, the sole responsibility rests up on agencies risk and shall comply all the statutory enquiry as per law Noted and signed.

**Executive Engineer(Solar)  
KPCL, Bengaluru**



## KARNATAKA POWER CORPORATION LIMITED

### SECTION - 4

#### SPECIAL CONDITIONS OF THE CONTRACT

##### 4.01.00 SCOPE

This section of the specification deals with the special conditions of contract in addition to those stipulated in Section - 3 "General conditions of contract " for the Operation and maintenance of 3 MW Grid Connected solar plant installed at Itnal village in Belagavi District of Karnataka, for 2(Two) years and extendable by one more year.

##### 4.02.00 PRICES

**4.02.01** The contract price shall be in Indian Rupees only.

**4.02.02** The prices shall be quoted strictly in the space specified for quoting prices in the e-portal and shall be inclusive of GST and other applicable charges.

**4.02.03** The prices quoted for O&M shall be firm throughout the period of contract. No variations in the quoted prices are acceptable. The applicable percentage and amount of GST shall be ascertained and indicated in the bid as per format enclosed.

**4.02.04 TAXES :**Any variation in rates of GST and other taxes will be to the account of Corporation on production of documentary evidence during the contractual period only.

**4.02.05 Income tax:** The contractor shall note that any taxes like income tax, etc., which are deductible as per statutes in force in India/ Karnataka state, will be deducted at source at the applicable rates from time to time from the invoices raised by the contractor and TDS Certificate will be issued to the contractor. It is the responsibility of the Contractor to ascertain all such statutory provisions before quoting the prices.

##### 4.03.00 TERMS OF PAYMENT

The following Terms of Payment shall be applicable to this contract:

###### **Operation and maintenance:**

- a) Payment will be made on quarterly basis during the O&M period.
- b) 90% of invoice value together with 100% taxes will be paid on quarterly basis.
- c) Balance 10% payment will be released after the completion of the entire contract period.

##### 4.04.00 WAGES, SALARIES AND INSURANCE

###### **4.04.01 WAGES AND SALARIES:**

The Bidder shall obey all relevant central, local and state regulations and enactments pertaining to contract workmen and labour and the Executive Engineer(Solar), KPCL or his authorized officers shall have the right to inquire into and decide all complaints on such matters.

The Contractor shall make the payment of wages/salaries of his workers through cheque / RTGS/NEFT and arrange to pay all statutory deductions like ESI/PF etc., to the designated authorities along with the Bidder's contribution as per law, wherever applicable. Copy of the Registration Certificate indicating code Nos. of PF/ESI shall be produced by the contractor. The contractor shall also produce the documents for having paid PF / ESI contribution/Salary of his employees along with the Bidder's contribution to the designated Authorities, from time to time. IF THE PLACES MENTIONED IN THE TENDER (Plant area) comes under non-implemented area under ESI, in such areas, the Bidder has to obtain insurance cover under Workmen's Compensation Act, 1923 for their Staff engaged. The contractor shall disburse wages / salaries to his workmen before 10th of every month without waiting for KPCL payment and shall submit the documentary proof regularly along with bill.

**4.04.02 INSURANCE**

The contractor should obtain valid workmen's compensation insurance for the complete contract period. The insurance shall protect the CONTRACTOR against all claims applicable under the workmen's compensation Act 1948(GOI) This policy shall also cover the contractor against claims for injure, disability, diseases or death of his employees, which for any reason are not cover under the workmen's compensation act 1948. The liabilities shall not be less than:

Workmen compensation - as per statutory provisions  
Employees Liability - as per statutory provisions

**4.05.00 PAYING AUTHORITY**

The paying authority for this contract shall be Deputy General Manager (Finance)-1, KPCL, Bengaluru, Karnataka. The contractor shall raise the invoices in triplicate in favour of the Executive Engineer(Solar), Karnataka Power Corporation Limited, Bengaluru – 560 001.

The contractor shall submit the following reports along with quarterly invoices

- Format 1.0 - Daily O&M activity Check List
- Format 1.1 - Monthly and Quarterly O&M Activity Calendar
- Format 2.0 – Daily Generation Details
- Format 3.0 – Monthly Generation Details
- Format 4.0 – Module Cleaning Report
- Format 5.0 – Monthly Electrical Equipment Maintenance Report
- Format 6.0 – Monthly String Current Measurement Report
- Format 7.0 – Monthly Battery Maintenance Report
- Format 8.0 – Monthly Earth Resistance Report
- Format 9.0 – Monthly Fire Extinguisher Report

**4.06.00 COMPLETION PERIOD**

The completion period for Operation & Maintenance of 3 MW Grid Connected Solar PV Plant at Itnal Village in Belagavi District, Karnataka state, is 2(Two) years from the date of issue of LOA. The completion period shall mean the completion of entire O&M of all the equipments and civil structures installed at solar plant.

**4.07.00 GUARANTEED GENERATION:**

The contractor shall guarantee minimum annual generation of **3.234 MU per year** for the entire contract period.

**4.08.00 PENALTY:**

Penalty shall be levied for any shortfall in the minimum guaranteed generation of **3.234 MU** per annum at Rs.6.00 per unit. Grid non availability and major equipments failure will be considered for any levy of penalty and same shall not be on contractor's account. Penalty applicable for non achievement of guaranteed generation will be levied on quarterly basis.

Also, Penalty up to a maximum of 10% of contract value will be levied for failure of contractor to complete the O & M Period of 2(Two) years and improper maintenance of solar plant during O & M period. Penalty applicable will be levied at the end of O & M period.

**4.09.00 GUARANTEE PERIOD**

**4.09.01** The quality of work of operation and maintenance of solar plant shall be guaranteed for a period of 24 months from the date of LOA.

**4.09.02** The contractor shall guarantee the satisfactory operation & maintenance.



**4.10.00 STANDARDS**

Safety standards shall meet IEC 61010 and IEC/EN 61326 for EMI/EMC Standard.

**4.11.00 CO-OPERATION WITH OTHER CONTRACTORS**

The contractor shall agree to co-operate with the other contractors in the interest of O&M work & also to facilitate other agencies working at site to proceed with their work without problem.

**4.12.00 WATER AND POWER SUPPLY**

Bidder shall maintain existing water and power supply facilities presently available at site for the maintenance of solar plant. However sufficient water shall be ensured by contractor for module cleaning and utilities.

**4.13.00 UNIFORMS AND SAFETY GADGETS**

The personnel deployed for O & M works shall be compulsorily provided with uniforms by the bidder. Bidder shall also provide all safety gadgets such as tools, hand gloves, gum boots, rain coats etc., to ensure safety of the working personnel.

**4.14.00 Coordination with HESCOM & KPTCL**

The contractor has to coordinate with HESCOM & KPTCL for evacuation of power and in respect of all grid connected issues.

**Executive Engineer(Solar)**  
**KPCL, Bengaluru**



## KARNATAKA POWER CORPORATION LIMITED

### SECTION – 5

#### BRIEF DESCRIPTION OF PROJECT

##### 5.01.00 BRIEF DESCRIPTION OF PROJECT

|                                   |  |
|-----------------------------------|--|
| 1 Project Title                   | : 3 MW Grid Connected Solar PV Plant at Itnal, Belagavi District |
| 2 Location                        | : Itnal village  |
| 3 Nearest Railway Station         | : Ghataprabha  |
| 4 Nearest Airport                 | : Belagavi   |
| 5 Ambient Air Temp                |  |
| a. Maximum                        | : 40° C  |
| b. Minimum                        | : 18.20° C   |
| 6 Relative Humidity               |  |
| a. Maximum                        | : 99.1%  |
| b. Minimum                        | : 18.3 %   |
| 7 Rainfall                        |  |
| c. Annual average                 | : 1549 mm  |
| a. No. of rainy days in a year    | : 92   |
| b. Period in months               | : 4  |
| 8 Wind Velocity Maximum           | : 24 Kmph  |
| 9 Mean sea level                  | : 624 m  |
| 10 Ambient temp. of cooling water | : 30 °C  |
| 11 Ambient temps of air           | : 31.2 °C  |

**5.02.00** 3 MW Capacity grid connected Solar PV plant and along with grid connecting equipments is installed at Itnal village of Belagavi District in Karnataka state and is working satisfactorily.

##### 5.03.00 Solar PV Plant

Solar array system consists of following equipments.

1. 12 sets of 250 kW solar PV arrays.
2. 12 Nos. Inverters with SCADA.
3. Mounting structures,
4. Cables & Hardware.
5. Junction and distributions Boxes
6. Earthing pits and Rubber mats.
7. Lightning arrestors.
8. PVC pipes & accessories.
9. Control room equipments
10. Two PCs one for SCADA and another for office use.
11. 4 Nos. Submersible pumps sets. Three in service with starters & one as spare.

##### 5.04.00 Grid connected equipments:

1. 3 Nos. 1250 KVA 415 V/11 KV, 3 phase Step up transformers.
2. 1 No. 11 KV HT switching cubicle with incoming feeders and outgoing feeders.
3. 5 Nos. 9 KV lightning arrestors.
4. Approximately 500 Meter 3 Core XLPE cable /conductor for power evacuation up to existing 11 KV.
5. 4 Nos. 11 KV isolators.
6. Overall SCADA system for control and monitoring.

**5.05.00 Other equipments**

1. Illumination equipments at Solar plant.
2. All round compound walls at Solar Plant.
3. Fire protection equipments.
4. Battery bank with main & standby with battery Charger.
5. Air conditioning system and exhaust system at control room.
6. CCTV system.

As the roads are well connected, the contractor can transport the materials by road.

**Executive Engineer(Solar)  
KPCL, Bengaluru**

**KARNATAKA POWER CORPORATION LIMITED****SECTION-6****SCOPE OF WORK****6.01.00 SCOPE**

This section of the specification deals with the scope of work in addition to those stipulated in Section - 3 - “General conditions of contract” for the Operation & Maintenance of 3 MW Grid Connected Solar PV Plant at Itnal village in Belagavi District, Karnataka state, for a period of 2(Two) years and extendable by one more year.

**6.02.00 OPERATION AND MAINTENANCE**

- 6.02.01** The scope of work covers Operation & maintenance of all equipments installed at Grid Connected Solar plant. Maintenance of foundation structures of all equipments, existing garden, minor repairs, cleaning of solar modules, control room and administrative building etc., It is not the intent of this specification to specify completely herein all the details of operation and maintenance. However, the O&M Work shall conform to latest standards of engineering, design and workmanship in all respects and be capable of performing in a manner acceptable to the Corporation.
- 6.02.02** The Contractor has to take up the O&M of all the equipments covered under the contract and shall accept the responsibility for meeting all the guarantees including guaranteed generation. He shall discuss with the Corporation’s engineers regarding site works and ensure that the site works are to be carried out to the full satisfaction of the Corporation.
- 6.02.03** Contractor shall in accordance with the terms and conditions of this Contract, perform the Services and its obligations under this Contract in accordance with Good Industry Practice and with the skill, care and diligence to be expected of an appropriately qualified and professional operation contractor experienced in carrying out Operation and breakdown maintenance for Solar Plant of a similar type, nature and complexity.
- 6.02.04** Contractor shall perform the following services in relation to the Equipment & power transmission lines up to metering point at plant in accordance with the safety management plans and procedures as applicable and/or in accordance with accepted practices as required for the plant.
- 6.02.05** During the tenure of this contract, no agency other than the contractor’s personnel shall be permitted to operate & maintain the plant covered under this contract. Any breach of this condition will be a ground to terminate this Contract.
- 6.02.06** The Corporation shall have the right to operate the equipments as soon as and as long as it is in operating condition whether or not such equipment has been accepted as complete and satisfactory, except that this shall not be construed to permit operation of any equipment which may become damaged by such operation before any required alterations or repairs have been made. All repairs or alterations required of the contractor shall be carried out at such time as directed and in such manner as will cause minimum interruption in use of the equipment by the corporation.

**6.03.00 Scope of O & M works:****6.03.01 Tentative Number of Man power to be deployed for O&M are as follows:**

| Sl. No | Designation                               | No. of personnel |
|--------|---|------------------|
| 1      | Site Engineer Electrical (Diploma Holder) | 1                |
| 2      | Technicians                               | 2                |
| 3      | Unskilled Workers                         | 4                |
| 4      | Security for 3 Shifts                     | 4                |

**6.03.02 The scope of work includes the following:**

Operation and maintenance work covers Operation and maintenance of LT lines, HT lines and all equipments installed at 3 MW Grid Connected solar PV plant at Itnal. Maintenance of all civil structures such as foundation structures of all equipments, existing garden, minor repairs of main building, cleaning of solar modules, control room, administrative building, cleaning and removal of weeds in array yard etc., To improve the power output, the solar PV Module cleaning with pressurized water has to be carry out at regular intervals i.e., Minimum of once in 15 days.

The cleaning work of power plant and its associated area such as ODY, conference hall, lobby area, Deck slab, all the floors of Power plant, Control room, battery room, office/rest room, toilet and bath room, removal of spilled oil and vegetation in the ODY, Removal of Debris and Dust in stores etc are under the scope of this contract.

**The scopes of works that are to be carried out by the contractor are as detailed below:**

- A. **Inverters:** 12 Nos. OPS make 250 kVA inverters were installed at solar plant and are designed to operate as Power conditioning units capable of exporting all the available solar power on its DC input to a utility grid supply. Regular operation and maintenance of the inverters with associated power evacuation system requires qualified, appropriately certified and well trained maintenance personnel to carry the same.
- B. **SCADA:** The installed SCADA system in the 3 MW system is to be maintained and provide all technical information like, solar radiation availability, hours of sunshine, duration of plant operation and the quantum of energy fed into the grid etc., This system is installed in the control room and can be monitored remotely.
- C. **LV and HT panel:** 3 Nos. of 1.5 MVA panels and 1 No.500MVA LV and HT panels are used in the 3 MW solar plant. Each LV panel is connected between four inverters output and 1.25 MVA transformer. Regular maintenance of LV, HT panel including LT, HT lines is required as per the maintenance schedule.
- D. **Transformers:** 3 Nos.1.25 MVA, 0.4/11KV, 3 Phase, 50 HZ transformers are installed outside the control room. Regular maintenance of transformers is required as per the maintenance schedule.
- E. **Solar PV modules mounting structures:** The solar PV modules mounting structure are designed for mounting 21 numbers of solar PV modules in series. 624 numbers of mounting structures are installed in the solar plant. Removal of Rusting on structure and re-painting has to be carried out as and when required. The mounting structures bolt and nuts shall be under regular observation and any loosened bolt and nuts shall be tightened then and there by the maintenance staff.
- F. **Generator junction box (GJB) and Main combiner box (MCB):** In the GJB, individual strings are bundled and safely routed to the inverter through main combiner box. Tightening of connection and D.C fuses and diodes shall be monitored on regular basis and shall be replaced.

- G. **Solar PV modules:** There are 13104 solar PV modules installed in 3 MW solar PV plant. Solar PV modules are the building blocks of power plant in which modules are connected in series to increase DC voltage and parallel to enhance the power capacity of plant to arrive at 3 MW capacity of the solar plant. To improve the power output from the plant, the solar PV modules should be cleaned at regular intervals of 15 days once with water to get off dust, debris or bird drop, etc. 4 Nos. of high pressurized module cleaning motors are available for cleaning the solar PV modules. Record has to be maintained for having done the work.
- H. **Array yard:** The solar plant comprises 624 solar PV module mounting structures. The removal of vegetation around the areas of all mounting structures and array yard has to be carried out at least once in a month.
- I. **Control room:** The control room is built as per the requirement of the project to house major indoor electrical installations/parts. The control room is housed with 12 numbers MCBs, 12 Nos. OPS make 250 kVA inverters, 3 Nos. of LV panels and SCADA system. The hot air exhausting system is used for efficient removal of heat generated during the working of the inverters in the control room. Inverters, heat exchange system, LV panels and MCBs are located in this area where regular inspection and maintenance is required. Thus the area calls for cleaning once a week and sweeping daily is essential.
- J. **Lobby:** In the main entrance of the building, there is a lobby with nicely displayed posters and furniture's. These areas are also needs cleaning – once in a month. Sweeping of the floor shall be done daily.
- K. **Other facility in the building:** The other side of the building, there is a guest room and an office room, kitchen and dining place is also provided. A small recreation room is also available in the building. These areas are shall also be kept neat and clean by sweeping these areas daily.
- L. **Bath room and Toilets:** cleaning of toilets shall be done daily by applying water and phenol.
- M. **ODY [Out Door Yard]:** The scope of work in ODY includes cleaning of areas around main Transformers, Auxiliary Transformers and surrounding concrete area, removal of vegetation. Cleaning of oils etc., in the vicinity of transformer centre shall be carried at least once in a month.
- N. **Conference hall, Battery room & office room:** A fully fledged conference room is provided in the main building. The conference hall is with a seating capacity of 40 seats which needs to be maintained on daily basis.  
In the main building there are 2 sets of battery banks, installed for protection and emergency supply of the plant and also there is an office room is situated in the annex building of the plant. Daily sweeping of these areas and cleaning once in a month shall be carried out.
- O. **Deck slab (10 kW power plant areas):** The 10 KWh power plant is used for lighting and other auxiliary power requirement of the plant. Same shall be maintained clean and tidy including the steps from conference hall to deck slab.
- P. **Security Booth:** Sweeping daily and cleaning once in a week is necessary.
- Q. **Corridor:** Sweeping of corridor in front of the power house and at entrance of the main gate is to be done every day.
- R. **General (Doors and windows):** Cleaning of doors/windows /glasses walls shall be carried out once in a month.

- S. **General (Rolling shutter):** Rolling shutter is located at the control room and needs to be cleaned at least once in a month.
- T. **Garden:** Watering/ gardening of solar PV plant garden area is to be carried out regularly.
- U. **Watch & ward of solar plant:** 3 MW solar plant has been installed in 16.67 acres area at Itnal village. The compound wall of about 6 Foot height and steel structure barricade of about 3 Foot height above the wall for protection of solar plant is provided. However, since the plant is located adjacent to revenue land/ forest area and villages, there are possibilities of unauthorized persons gaining entrance into the plant and there may be chances of theft, sabotage, mischief, etc in the project area. Hence in order to have safety and security of the plant, security watch men (Ex-service men / Civil man) have to be deployed at the power plant round the clock.
- V. **CCTV System:** The CCTV system installed in the 3 MW system is to be maintained and provide all information/ HDD like, solar radiation availability, hours of sunshine, duration of plant operation and the quantum of energy fed into the grid etc., This system is installed in the control room and can be monitored remotely.

#### **6.04.00 DETAILED SCOPE OF OPERATION & MAINTENANCE WORK**

- 6.04.01** The Contractor shall operate and maintain the Solar PV Power Plant including its associated grid connecting equipments, plant building, Array Yard, Garden etc., for a period of 2(Two) year from the date of issue of Letter of Award and further one year optional.
- 6.04.02** Zero date of operation and maintenance shall begin on the date of issue of Letter of Award.
- 6.04.03** Operation work includes day to day operation of PV Power Plant including, maintenance of LT lines, HT lines and maintenance of all Civil/ Electrical structures.
- 6.04.04** The Contractor will furnish necessary details regarding technical competence, qualification and number of different grades of personnel to be posted at site along with proposed maintenance (Preventive) schedule for a period of two years from the date of LOA. List of personnel along with qualification to be posted is as per clause No.6.03.00.
- 6.04.05** The Site Engineer Electrical along with a technician of the Contractor shall be available for all the 24 hours irrespective of whether the plant is in operation or not unless otherwise instructed by the Corporation in writing.
- 6.04.06** The contractor shall provide his staffs at the power Plant for day-to-day operation and maintenance. The maintenance personnel shall be qualified, appropriately certified and well trained so that they can handle any type of operational problems quickly and timely. The personnel so deployed shall be capable of carrying minor repairs and replacement of defective / failed spares.
- 6.04.07** The contractor shall provide round the clock security to the plant. The maintenance personnel shall be in a position to check and test all the equipment regularly, so that, preventive maintenance, could be taken well in advance to save any equipment from damage. Any abnormal behavior of the equipment shall be brought to the notice of corporation immediately.
- 6.04.08** Minor repairing & replacement works are to be completed by the contractor within 24 hours from the time of occurrence of fault or defect. If it is not possible to set right the equipment within this time, the Contractor shall notify the corporation, indicating nature of fault, requirement of spares & cause of damage etc., within 12 hours from the time of occurrence of the fault. However, the necessary spares will be provided by KPCL.

- 6.04.09** During operation if there is any loss or damage of any component of the power plant due to miss management / miss handling, the contractor shall be responsible for immediate replacement / rectification of the same. The damaged component may be repaired, if it is understood after examination that after repairing performance of the components shall not be degraded, otherwise the defective components shall have to be replaced by new one without any extra cost to corporation.
- 6.04.10** Regular operation and maintenance of the SPV Power Plants with associated power evacuation system shall be for a period of 2(Two) years from the date of issue of LOA.
- 6.04.11** The scope of operation includes providing power to the 11 kV line connected to grid, as per instruction of KPCL. Proper records of operation of Power Plant System are to be kept as per direction of KPCL.
- 6.04.12** Cleaning of the Power Plant including array yard as detailed above on regular basis as and when required as per instruction of KPCL Engineer shall be carried out.
- 6.04.13** Schedule of Module cleaning with pressurized water shall be furnished by the contractor.
- 6.04.14** Normal and preventive maintenance of the Power Plant such as cleaning of module surface, tightening of all electrical connections, Line accessories, Transformers and associated switch gear on the HT side shall be carried out.
- 6.04.15** Charges towards auxiliary power consumption will be borne by the KPCL.
- 6.04.16** Keeping & recording daily log sheet as per KPCL approved formats of the Power Plant is in the scope of the contractor. Operation of the power plant shall be in accordance with the availability of solar radiation and power shall be fed to the grid. Under no circumstances, the operator shall run the power plant damaging the substation grid.
- 6.04.17** The Contractor shall maintain the plant as per existing landscaping of the whole plant, as per direction of Engineer-in-Charge. Take necessary action for cleaning and watering of plants. The contractor shall furnish daily generation details to KPCL as per direction of Engineer-in-Charge. Contractor's employees shall use no part of the power plant building for residential or any other purpose except for running the plant.
- 6.04.18** The contractor shall submit monthly Performance report of SPV Power Plant indicating cumulative energy generation data as per approved format along auxiliary energy consumption bill from HESCOM within 3 days of the following month. The joint energy meter readings(JEMR), IPP-B Form recording along with the officials of HESCOM and KPTCL, getting necessary signatures from the said authorities and handing over of the JEMR, IPP-B Form to KPCL is also the responsible of the contract.
- 6.04.19** The contractor shall provide/ maintain communication facilities such as land line, mobile and e mail for the O&M staff to enable good communication with KPCL and other concerned organizations.
- 6.04.20** The supplier shall preserve all recorded data both in manual and through computer and shall submit to KPCL monthly.
- 6.04.21** The Contractor shall maintain the existing garden including watering, menuaring as & when necessary and on regular basis.
- 6.04.22** During maintenance period, the Contractor shall maintain and refill the Dry Chemical fire Extinguisher as per manufacturer's recommendation before expiry and shall be available for use in emergency condition.



**6.05.00 SCOPE OF CIVIL MAINTENANCE:**

- 6.05.01** Maintenance of all solar panel pedestals, cleaning of the building and solar yard, maintenance of garden, cleaning of modules, Cleaning & maintaining of Power Plant area etc. and keeping in neat & tidy condition are in the scope of contract. Cleaning of surface drain, sewerage line, septic tank, urinal, drainage outfall, down pipes, soil pipes & water pipe lines are also in the scope of contract.
- 6.05.02** Minor repairing or replacing of door, window fixtures, Toilet accessories etc., as and when necessary are in the scope of contract.
- 6.05.03** All minor repairs of building and all other structures as and when required as per instruction of Engineer-in-Charge.
- 6.05.04** The Contractor's representatives/employees shall comply to all general regulations in force at site and to any special conditions effected by local administration and any direction issued by KPCL. All employees of the Contractor living at site shall be deemed to be aware of damages and risks incidental to the conditions of the corporation land and works from time to time and the corporation shall not be responsible for any injury arising there from.
- 6.05.05** KPCL reserves the right to ask the contractor to remove / transfer any staff of the contractor from site without assigning any reason whatsoever. Instructions issued in writing to the contractor in this matter shall be binding and the contractor shall replace the transferred / removed person with a suitable replacement immediately. All persons deployed by the contractor for regular maintenance & operation must remain in proper uniform while on duty and maintain discipline. The contractor shall supply uniforms, raincoats, toolset, gloves, gumboots, safety devices and other items required for carrying out the O & M works effectively. KPCL shall have power to disallow any personnel, if found unsuitable and the Contractor shall have to replace such persons within 24 hours.
- 6.05.06** The contractor shall maintain attendance register for all their staff deployed for the O & M work of 3 MW Grid Connected solar PV plant.

**Executive Engineer(Solar)**  
**KPCL, Bengaluru**



# KARNATAKA POWER CORPORATION LIMITED

## SECTION-7

### PRICE SCHEDULE

**Tender No. KPCL/2020-21/PS/WORK\_INDENT9925**

**Date: 18.04.2020**

**Name of the work:** Operation & Maintenance of 3 MW Grid Connected Solar PV Plant at Itnal village in Belagavi District, Karnataka state, for a period of 2 (Two) years and extendable by one more year.

| Sl. No. | Description   | Unit     | Quantity | Rate per unit | Total amount |
|---------|---|----------|----------|---------------|--------------|
| 1       | Operation of 3 MW Grid Connected solar plant ( as per the scope of work detailed in Section – 6 of the bid document.)   | Day      | 730      |               |              |
| 2       | Maintenance of 3 MW Grid Connected solar plant ( as per the scope of work detailed in Section – 6 of the bid document.).  | Day      | 730      |               |              |
| 3       | Watch and ward of solar plant round the clock (as per the scope of work detailed in Section – 6 of the bid document.).  | Day      | 730      |               |              |
| 4       | House keeping<br>a) Sweeping of control room, lobby area, security booth, conference hall, office and steps leading to deck slab daily - 680258 Sq.mt<br>b) Sweeping of ODY, HT cubicles, Deck slab, Garden including main gate entrance Weekly – 166400 Sq.mt.<br>c) Cleaning of control room, security booth with soap water solution and wet cloth weekly – 9491 sq.mt<br>d) Cleaning of lobby area including furnitures, conference hall, office, doors, glasses and windows once in a month – 12219 Sq. mt.<br>e) Cleaning of Toilet and bathroom with phenyl & detergent including brushing and flushing daily – 3285 Sq.mt.<br>(as per the scope of work detailed in Section – 6 of the bid document.) | Sq. mtr. | 871653   |               |              |
| 5       | Cleaning of solar PV modules with pressurized water to get off dust, debris or bird drop including application of wipes as directed with lead and lifts twice in a month. (as per the scope of work detailed in Section – 6 of the bid document.)   | Sq. mtr. | 1033685  |               |              |

|                            |   |          |        |  |  |
|----------------------------|---|----------|--------|--|--|
| 6                          | Cleaning of Jungle, Bushes, cutting trees upto 15 cm girth Sq.m including disposing off the material etc., complete with initial lead upto 50m and all lifts<br>a)Thin Jungle (Including parthenium growth) (Twice in a year) (as per the scope of work detailed in Section – 6 of the bid document.)   | Sq. mtr. | 162000 |  |  |
| 7                          | Attending petty repair to power house and office building day such as construction of BBM, laying of concrete, providing plastering, painting etc., and carpentry works such as repairs to doors, windows & ventilators, roof of building etc including attending any other petty works related to masonry/carpentry including conveyance of materials from sectional stores to work site, cost of all labour, T&P etc., and including material for minor repair complete as directed by engineer in charge (as per the scope of work detailed in Section – 6 of the bid document.) | Day      | 48     |  |  |
| <b>Total Amount in Rs.</b> |   |          |        |  |  |

In Words: Rs.

Note:

1. The quoted prices shall be inclusive of GST & all other applicable charges.
2. Price variation on the quoted rates will not be entertained.
3. Description of items given in Price Schedule shall be read along with general conditions, specifications, drawings and all other component parts of the agreement document.
4. All items shall be executed as per specifications and general conditions and orders conveyed by the competent authority from time to time during the course of execution.
5. The contractor shall make his own arrangements for providing all necessary plant, machinery and equipments required for the work.
6. The quantities furnished in the Price Schedule are approximate. The rates quoted by the contractor shall be firm for any variation in quantities.
7. Financial bid evaluation or L1 bidder selection is based on the lowest total amount ( sum of all items) of the tender.

Seal and Signature of the Bidder.

## ANNEXURE - 1

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

Date: .....

To:

Further details can be had from:  
Executive Engineer(Solar)  
Karnataka Power Corporation Limited  
# 3, Green Building, First Floor, Palace Road,  
BENGALURU - 560 001.

Dear Sir,

**Name of the work:** Operation & Maintenance of 3 MW Grid Connected Solar PV Plant at Itnal village in Belagavi District, Karnataka state, for a period of 2 (Two) years and extendable by one more year.

**Ref:** Your Tender No. **KPCL/2020-21/PS/WORK\_INDENT9925 dated 18.04.2020**

We, ....., have submitted our offer against your tender notification under reference. We agree to all the terms and conditions of the tender.

We have the following details pertaining to our Firm / Agency / Company.

| Sl. No. | Particulars                       | Details |
|---------|-----------------------------------|---------|
| 1       | Name of Firm/ Agency/Company Name |         |
| 2       | Contact Person Name               |         |
| 3       | Contact Person Mobile No          |         |
| 4       | E-mail address                    |         |
| 5       | Communication Address             |         |
| 6       | PAN No.                           |         |
| 7       | GST No.                           |         |

|           |                                 |  |
|-----------|---------------------------------|--|
| <b>8</b>  | PF Code                         |  |
| <b>9</b>  | ESI No.                         |  |
| <b>10</b> | Labour License registrarion No. |  |

**Signature of the bidder  
with seal**

## ANNEXURE – 2

**GUARANTEE BOND TOWARDS PERFORMANCE GUARANTEE**

(To be furnished by the Contractor on Rs. 200/- Stamp paper)

In consideration of the Karnataka Power Corporation Limited (hereinafter called the “CORPORATION”) having agreed to exempt..... (Hereinafter called “the said Contractor(s)”) from the demand, under the terms & conditions of the Tender No..... dated ....., offer of the said Contractor’s Dated..... including subsequent correspondence which have been accepted by the Corporation vide Work Order No..... Dated..... (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor(s) of the terms & conditions contained in the said Agreement, on production of 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(s) of any of the terms or conditions contained in the said Agreement.

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 reason of any breach by the said Contractor(s) of any of the terms & conditions contained in the said Agreement or by the reason of the Contractor(s) failure to perform the said agreement. 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 any amount not exceeding Rs. ....

We, ..... Bank, further agree that the guarantee herein contained shall remain in full force and that it shall continue to be enforceable till all the dues to the Corporation under or the virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till the Executive Engineer(Solar), KPCL, Bengaluru, of the Corporation certifies that the said Contractor(s) has duly full filled all the terms & conditions of the contract and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this guarantee thereafter.

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

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

Dated that ..... day of ..... 2020 **For** .....  
**Bank**

## ANNEXURE - 3

**FORM OF CONTRACT AGREEMENT**  
(Rs. 200/- Stamp paper purchased in Karnataka State)  
**KARNATAKA POWER CORPORATION LIMITED**  
**A G R E E M E N T**

No. .... Date : .....  
This agreement is executed on the ..... day of ..... Two Thousand Fifteen between Karnataka Power Corporation Limited, a company registered under Company's Act 1956, having its Registered Office at No. 82, 'Shakthi Bhavan', Race Course Road, Bangalore-560 001 (hereinafter referred to as 'CORPORATION'), which term shall include its successors & assignees on the one part and M/s..... (Name and Address) (hereinafter referred to as 'CONTRACTOR') which term shall include its successors and assignees on the other part.

WHEREAS the CORPORATION had invited tender notification No. .... dated ..... inviting bids for the work of ..... were issued by the Executive Engineer(Solar).

WHEREAS the CONTRACTOR had submitted his tender amounting to Rs. .... (in words).  
WHEREAS after certain exchange of correspondence, negotiations CORPORATION had accepted the negotiated offer submitted by CONTRACTOR and had issued a work order vide reference No. .... dated ..... at a total negotiated cost of Rs. .... (in words).

WHEREAS as per the conditions contained in the contract, the CONTRACTOR has submitted performance guarantee security deposit equivalent to 5% of the contract amount plus additional security towards unbalanced tender for Rs..... (in words) in the form of ..... (Special Term Deposit Receipt / Bank Guarantee) issued by ..... (name and address of the bank) bearing no. .... with date of issue ..... and date of expiry .....

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

The contract period shall be two years in all respects from the date of work order. The rates quoted by the contractor are firm and hold good irrespective of any variation in the quantities.  
The rates quoted are FOR Itnal Village, Belagavi (Dist) including all Taxes, Duties and Levies, Packing, Forwarding, Insurance and other charges.

The following documents shall be deemed to form the part of this agreement:

1. Your tender offer : ..... dated .....
2. Our Work order No. : ..... dated .....
3. Performance Guarantee Security Deposit details : ..... (Name and address of the bank) bearing No. .... with date of issue ..... and date of expiry .....

This agreement running to ..... pages having been signed by the parties for identification purpose is executed on this day.

Contractor's Signature  
(With office seal)

for KARNATAKA POWER CORPORATION LIMITED

Witnesses:

- 1) .....
- 2) .....

## ANNEXURE - 4

## UNDERTAKING

Date: .....

**Name of the work:** Operation & Maintenance of 3 MW Grid Connected Solar PV Plant at Itnal village in Belagavi District, Karnataka state, for a period of 2 (Two) years and extendable by one more year.

**Ref:** Your Tender No. **KPCL/2020-21/PS/WORK\_INDENT9925 dated 18.04.2020**

This is to certify that the followings:

1. We are not black listed OR our contract is not cancelled due to non-performance by any reputed firms/ companies/ Govt. organizations/ public sector units during course of executing the work/contract during last 5 years.
2. We are not connected with any of the defaulting/ blacklisted firms/companies.
3. We have not received any complaints/ non-performance warning letters during maintenance period at reputed firms/ companies/ Govt. organizations/ public sector units.
4. There are no complaints / disciplinary actions against us by any reputed firms/ companies/ Govt. organizations/ public sector units.
5. We have executed all orders received by any reputed firms/ companies/ Govt. organizations/ public sector units without fail.
6. We have not refused any Work Orders placed on us by any reputed firms/ companies/ Govt. organizations/ public sector units.
7. No penalty amount is deducted towards non-performance, from our bills during maintenance by any reputed firms/ companies/ Govt. organizations/ public sector units.

I/ We declare that, the information above is true. In case any of above information found to be false, my tender may be rejected and EMD/Security Deposit amount shall be forfeited.

Yours faithfully,

Seal and Signature of the Bidder.



## ANNEXURE - 5

## DECLARATION

Date: .....

**Name of the work:** Operation & Maintenance of 3 MW Grid Connected Solar PV Plant at Itnal village in Belagavi District, Karnataka state, for a period of 2 (Two) years and extendable by one more year.

**Ref:** Your Tender No. **KPCL/2020-21/PS/WORK\_INDENT9925 dated 18.04.2020**

I / We, ..... do hereby declare that the minimum wages paid to the labours to under this contract will not be less than the minimum wages fixed from time to time by the Govt. of Karnataka. I / we will make the payment of wages / salaries and other statutory benefits to the labours through crossed cheque / bank account challan. Also hereby declare that we are committed to make contribution to ECPF & ESI as per statutory regulations. Details of wages paid to the labours will be furnished as per the below attached format along with monthly bills / RA bills.

## DETAILS OF MONTHLY WAGES PAID TO LABOURERS

**Name of the work:** Operation & Maintenance of 3 MW Grid Connected Solar PV Plant at Itnal village in Belagavi District, Karnataka state, for a period of 2 (Two) years and extendable by one more year.

Name of the Agency:

Work order No & date:

Agreement No & Date:

Period:

From:

To:

| Sl. No. | Name of the Labourer | Gross monthly wages | PF & Other deductions | Total Amount Paid<br>Col(5)=Col(3)-<br>Col(4) | Signature of the Labourer's |
|---------|----------------------|---------------------|-----------------------|---|-----------------------------|
| 1       | 2                    | 3                   | 4                     | 5   | 6                           |
|         |                      |                     |                       |   |                             |
|         |                      |                     |                       |   |                             |
|         |                      |                     |                       |   |                             |

.....

Signature of the bidder with seal