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Karnataka Power Transmission Corporation Ltd.,

Corporate Identity Number (CIN): U40109KA1999SGC025521

No: KPTCL/B25/CEE/RT&R&D/91
Encl: Annexure (12 pages)

Corporate Office,
Kaveri Bhavan,
Bengaluru - 560 009.

Dated: 09 JAN 2020

The Chief Engineer (Electy.),
Transmission Zone, KPTCL,
Bengaluru/ Tumakuru/ Mysuru/
Hassan/ Bagalkote & Kalaburagi.

Sir,

Sub: Regarding Amendments to certain clauses of Standard Tender documents for Repair of Power Transformers as approved in Central Purchase Committee – Reg.

- Ref:**
1. This office letter No. KPTCL/B25/CEE/RT&R&D/91 Dtd. 07.05.2018.
 2. Proceedings of the 186th CPC meeting of T&P held on 05.11.2019 vide subject No. CPC/T&P/186/A01 received vide letter No. KPTCL/CS/TA/B37/CPC/2019-20 dtd: 02.12.2019 received vide letter No. KPTCL/CS/TA/B37/CPC/2019-20 dtd: 02.12.2019.

Kind attention is invited to this office letter cited under reference(1) wherein it was directed to adopt the Standard Tender documents for Repair of Power Transformers which was uploaded in the KPTCL website for all future tender from 01.04.2018.

In continuation to the letter mentioned above, I am directed to communicate to adopt the amendments to certain clauses of Standard Tender documents for Repair of Power Transformers **annexed to this letter as Annexure-I** which is approved in the CPC meeting held on 05.11.2019 vide subject No. CPC/T&P/186/A01 for calling future tender for repair of Power Transformer.

Any clarification required regarding Standard Tender documents for Repair of Power Transformers and its amendments may be obtained from O/o CEE (RT and R&D), KPTCL, Kaveri Bhavan, Bengaluru.

This is for your information and further needful action at your end.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'S. S. Srinivas', is written over the typed name. To the right of the signature, the date '21/1/2020' is written in blue ink.
Deputy General Manager (Tech)
KPTCL, Bengaluru.

Copy to:

1. The Chief Engineers (Electy.), (T&P) /(RT&R&D) /(P&C) /(TA&QC), KPTCL, Kaveri Bhavan, Bengaluru.
2. The Financial Advisor (Accounts & Resources)/ (Internal Audit), KPTCL, Bangalore.
3. PS to Managing Director/ / Director (Finance) / Director (Transmission) / Company Secretary, KPTCL Bangalore with a request to place it before MD/ D(F)/ D(T)/ CS.

Copy to:

SEE, IT&MIS, KPTCL, Kaveri Bhavan, Bangalore with a request to arrange to upload the letter along with copy of the Standard Tender document for Repair of Power Transformers in the KPTCL website.

Sub : Amendment to Prequalifying requirements in Standard Tender document Issued by DGMT on 07.05.18.

The amendments to be made in the certain clauses of the tender document is as appended below:

i) Volume 1, Section I of ITB,

- a. The Clause No. 6.0A(1) and 6.0A(2) under the heading "Technical Requirement".
Further, the sub clauses under Clause No. 6.0 A(2) is classified based on the voltage Class of the Power Transformer as follows :
- Applicable to 110 KV and below Voltage Class Power Transformers.
 - Applicable to 220 KV and above Voltage Class Power Transformers.
- b. Clause No. 19.1 under the heading "Terms of payment".
- c. Clause No.21.1 under the heading "Time Schedule for repair of Power Transformers".

ii) Volume 1, Section II of GCC

- Clause No. 22.1 and 22.4 under the heading "Security for Scrap value of defective Power Transformers".

The amendments made in the clauses is as detailed below :

i) Volume 1, Section I of ITB :

- a) Clause No. 6.0 A(1) and 6.0 A(2) under "Technical Requirement" (Under Minimum Qualifying Requirement).

As Existing	As Amended
Clause No : 6.0 (A)-(1)	Clause No : 6.0(A)-(1)
The Bidder shall have experience of minimum 05 (five) years in manufacturing/repairing, testing and commissioning of similar or higher rating and voltage class of Power Transformer herein tendered involving designing, manufacturing and replacement of faulty windings in case of Power Transformer which has been repaired for any of the Government / public sector power utility in India which should have been in satisfactory continuous operation for at least 02 (two) years prior to the date of opening of the tender.	The Bidder shall have experience of minimum 05 (Five) years in manufacturing/repairing, testing and commissioning of same or higher voltage class of Power Transformer herein tendered involving designing, manufacturing and replacement of faulty windings in case of Power Transformer which has been repaired for any of the Government /public sector/ power utility in India which should have been in satisfactory continuous operation for at least 02 (two) years prior to the date of opening of the tender.

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Clause No : 6.0 (A)-(2)	Clause No : 6.0(A)-(2)
The Bidder should have executed either manufacture or repair on total turnkey basis (involving designing, manufacturing and replacement of faulty windings of Power Transformer) of a similar or higher rating and voltage class in the past 05(Five) years ending last day of the month previous to the one in which tender is invited for any of the Government / public sector power utility for any one of the following value of work which shall have rendered satisfactory service of at least 02(two) years continuously;	The Bidder should have executed either manufacture or repair on total turnkey basis (involving designing, manufacturing and replacement of faulty windings of Power Transformer) of a same or higher voltage class in the past 05 (Five) years ending last day of the month previous to the one in which tender is invited for any of the Government / public sector power utility for any one of the following value of work which shall have rendered satisfactory service of at least 02 (two) years continuously.
(i) Applicable to 110KV and below voltage Class Power Transformers	
(a) a minimum of 80% of the value of the tendered amount against each of 02 (two) distinct work orders on total turnkey basis	(a) a minimum of 60% of the value of the tendered amount against each of 02 (two) distinct work orders on total turnkey basis.
(b) a minimum of 60% of the value of the tendered amount against each of 03 (three) distinct work orders on total turnkey basis	(b) a minimum of 50% of the value of the tendered amount against each of 03 (three) distinct work orders on total turnkey basis.
(c) a minimum of 40% of the value of the tendered amount against each of 04 (four) distinct work orders on total turnkey basis	(c) The clause remains unaltered.
(ii) Applicable to 220KV and above Voltage Class Power Transformers	
(a) a minimum of 80% of the value of the tendered amount against each of 02 (two) distinct work orders on total turnkey basis	(a) a minimum of 60% of the value of the tendered amount against each of 02 (two) distinct work orders on total turnkey basis.
(b) a minimum of 60% of the value of the tendered amount against each of 03 (three) distinct work orders on total turnkey basis	(b) a minimum of 50% of the value of the tendered amount against each of 03 (three) distinct work orders on total turnkey basis.
(c) a minimum of 40% of the value of the tendered amount against each of 04 (four) distinct work orders on total turnkey basis	(c) The clause is deleted.
NOTE : The remaining Sub-Clauses 3, 4,5,6 & 7 under clause 6.0 (A)remains unaltered.	



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b) Clause No. 19.1 under the heading " Terms of payment".

As Existing	As Amended
<p>The payments will be made as under; (a) 70% payment together with 100% taxes will be made against submission of Performa invoice soon after the receipt of repaired Transformer at the destined site duly deducting the rates for scrap winding / Transformer Oil or any other released material which is retained by the Repairer as scrap from the bill submitted by the Repairer at time of releasing first payment as per payment terms. The amount of tax towards material retained shall be borne by the Repairer. (b) Balance 30% payment will be made upon its commissioning and after completion of continuous service of 06 (six) months from the date of commissioning and on submission of documents such as test results of the oil sample tested by Superintending Engineer (EI), R&D, KPTCL, Kaveri Bhavan, Bengaluru and the other results of tests carried out before and after repair. Result shall be in conformity with IS / IEC- standard wherever the same is in the scope</p>	<p>The payments will be made as under; (a)70% payment together with 100% taxes will be made against submission of invoice soon after the receipt of repaired Transformer at the destined site duly deducting the rates for scrap winding / Transformer Oil or any other released material which is retained by the Repairer as scrap from the bill submitted by the Repairer at time of releasing first payment as per payment terms. The amount of tax towards material retained shall be borne by the Repairer. (b) 20% payment will be made upon its commissioning on submission of documents such as test results of the oil sample tested by Superintending Engineer (EI), R&D, KPTCL, Kaveri Bhavan, Bengaluru and the other results of tests carried out before and after repair. Result shall be in conformity with IS / IEC- standard wherever the same is in the scope and balance 10% payment will be made after completion of continuous service of 06 (six) months from the date of commissioning.</p>

c) Clause No. 21.1 under the heading "Time Schedule for repair of Power Transformers".

Prior to the award of the Work : To be included in the table under clause No : 21.1, Section- I, Volume-I		
Sl. No.	Stage/Process of repair of Power Transformer from the date of failure of transformer till the stage of issue of LOI	Time Period for each Stage / Process
1	Soon after the failure of the transformer, the transformer is to be inspected by RT staff at site and test report is to be furnished to the concerned TL& SS division.	08 working days



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2	After furnishing the test report, the tentative estimate shall be prepared by concerned RT Division and shall be furnished to TL & SS division	10 working days
3	The tentative estimate shall be verified and further submitted to concerned W & M (Transmission) Circle	05 working days
4	The W & M / Transmission Circle shall verify at their end and furnish it to the O/o CEE, Tr. Zone for necessary approval	05 working days
5	Zonal Office shall convey necessary approval to W & M (Transmission) Circle for tendering	15 days
6	Issue of NIT and publication of tender in e-portal	10 days
7	Period from the day of publication of tender in e-portal and the day of Technical bid opening	As per Prevailing KTPP Act/ rules
8	Technical evaluation to be carried out and the Price bid shall be opened	20 days
9	Issue of LOA	15 working days

Post award of the Work : To be amended in the table under clause No : 21.1, Section- I, Volume-I

Sl. No	Particulars of activity to be performed	To be completed within the period	To be completed within the period
		As Existing	As Amended
1	Execution of Contract Agreement and furnishing of Bank guarantee towards Contract Performance.	15(Fifteen) days from the date of Letter of Intent (LOI)	Remains Same
2	Carrying out of joint physical inspection of sick Transformer (external) along with the Owner's representatives at site.	15 (Fifteen) days from the date of signing of Contract Agreement.	Remains Same
3	Lifting of sick Transformer after furnishing of Bank guarantee towards Scrap value of defective Power Transformer.	07 (Seven) days from the date of Carrying out of joint physical inspection of sick Power Transformer.	10 (Ten) days from the date of Carrying out of joint physical inspection of sick Power Transformer.
4	Joint internal inspection by Owner's officers at Repairer works.	20 (Twenty) days from the date of lifting of defective Power Transformer.	20 (Twenty) days from the date of lifting of defective Power Transformer.

5	Carrying out of complete repairs works including replacing oil, drying out, painting and testing etc.,	90 (Ninety) days from the date of communicating approval to variations to the tendered quantities as per Joint internal Inspection. This includes time involved in each stage of inspection and final inspection and testing.	120 (One hundred and Twenty) days for 31.5 MVA and below capacity transformers and 150 (One hundred and fifty) days for 100 MVA and above capacity transformers to be considered from the date of communicating approval to variations to the tendered quantities as per Joint internal Inspection. This includes time involved in each stage of inspection and final inspection and testing.	
6	Transportation, Erection and commissioning of Repaired Transformer at Owner's site.	30 (Thirty) days from the date of issue of dispatch instructions.	6.(a) Transportation and receipt of transformer at site.	6.(a) 3 Weeks from the date of issue of dispatch instructions.
			6.(b) Erection and commissioning of Repaired Transformer at Owner's site.	6.(b) 30 (Thirty) days from the date of receipt of transformer at site.

ii) Volume 1, Section II of GCC :

Clause No. 22.1 and 22.4 under the heading "Security for Scrap value of defective Power Transformers".

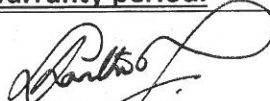
As Existing	As Amended
Vol-I Section II, Clause No. 22.1 of GCC	Vol-I Section II, Clause No : 22.1 of GCC
Repairer shall be required to furnish an Indemnity Bond (Annexure-E) and Bank guarantee towards security of the sick Transformer before lifting it for repairs, from a Public sector Indian Bank / Scheduled Commercial Bank (in the second schedule of the RBI Act-1934) and the Bank should be covered under jurisdiction of Indian laws (in the form attached as Annexure-H) in favour of the Owner. The guarantee amount shall be	The Repairer shall be required to furnish an Indemnity Bond (Annexure-E) and Bank guarantee towards security of the sick Transformer before lifting it for repairs, from a Public sector Indian Bank / Scheduled Commercial Bank (in the second schedule of the RBI Act-1934) and the Bank should be covered under jurisdiction of Indian laws (in the form attached as Annexure-H1 & H2 respectively) in favour of the Owner. The guarantee amount shall be equal to amount noted below as a security for scrap value of the sick Transformer and also towards safe custody of the Transformers at their works. The Bank guarantee shall be prepared on two stamp papers for the values as



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<p>equal to amount noted below as a security for scrap value of the sick Transformer and also towards safe custody of the Transformers at their works. <u>The Bank guarantee shall be prepared on stamp paper and initially valid for the total warranty period from the date of handing over of sick Power Transformer to the Repairer.</u> Further the Bank guarantee shall be extended on demand in writing from the Owner as and when required which will be returned only after completion of total warranty period. The value of security deposit (equal to scrap value) for sick Power Transformer is given below; (The contents of the table remains unaltered.)</p>	<p>detailed below: <u>Part-A : 75% of the amount as a security for scrap value that shall be valid for the period from the date of handing over of sick Power Transformer till the completion of total warranty period.</u> Further the Bank guarantee shall be extended on demand in writing from the Owner as and when required, which will be discharged only after 90days from the date of commissioning of transformer OR after 180days from the date of receipt of transformer at site, whichever is earlier. <u>Part-B : 25% of the amount as a security for scrap value that shall be valid from the date of handing over of sick Power Transformer till the date of completion of total warranty period.</u> Further the Bank guarantee shall be extended on demand in writing from the Owner as and when required which will be discharged only after completion of total warranty period. The value of security deposit (equal to scrap value) for sick Power Transformer is given below; (The contents of the table remains unaltered.) *NOTE : The existing Annexure-H has been modified as Annexure -H1 and Annexure -H2.</p>
<p>Vol -I, Section II, Clause No : 22.4 of GCC</p>	<p>Vol-I Section II, Clause No : 22.4 of GCC</p>
<p>The Security Bank guarantee will be discharged after 30 (thirty) days upon successful completion of total warranty period from the date of commissioning.</p>	<p>The Security Bank guarantee will be discharged as below: • <u>75% of the amount as a security for scrap value will be discharged after 90 days of successful commissioning of repaired transformer OR after the completion of 180 days from the date of receipt of Power Transformer, whichever is earlier.</u> • <u>Value of 25% of the amount as a security for scrap value will be discharged after 30 (thirty) days upon successful completion of total warranty period.</u></p>


CEE, RT & R & D

Annexure- H1

PROFORMA OF BANK GUARANTEE FOR SECURITY TOWARDS SAFE CUSTODY OF TRANSFORMER

(To be stamped in accordance with stamp Act and non-Judicial stamp paper should be in the name of issuing Bank)

Ref: _____

Bank Guarantee no: _____

Date: _____

To,
The Chief Engineer Electy.,
Transmission Zone, KPTCL,

Dear Sir,

In consideration of the Karnataka Power Transmission Corporation Limited, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded repair work to M/s. _____ with its Registered / Head Office at _____ (herein after referred to as the 'Repairer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide Owner's Letter of Award no: _____ Dt. _____ and the same having been unequivocally accepted by the Repairer, resulting in a Contract bearing no: _____ Dt. _____ for _____ (scope of Contract) and the Repairer having agreed to provide a Guarantee towards safe custody of Transformer for the faithful Performance of the entire Contract, as per the clause No. 22.1, Part-A of GCC, on the terms and conditions indicated therein equivalent to Rs. _____ * (in figure and words) to the Owner towards the 75% of the scrap value of sick Transformer commencing from the date on which sick Transformer is handed over to the Repairer. The Owner has agreed to hand over to the Repairer, the sick Transformer for repairs and the Repairer has agreed to deliver it back to the Owner after satisfactory repairs and testing.

We _____ (Name & Address of the Bank) having its Head Office at _____ (herein after referred to as the 'Guarantor' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby undertake to give Guarantee for the said purpose and pay, the Owner, merely on demand to the extent of Rs. _____ (75% of the scrap value of sick Transformer) as aforesaid at any time up to _____ ** _____ (date/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Repairer as is hereinafter contained;

The guarantee herein contained shall not be affected by any change in the constitution of the Guarantor.

Now this deed witnesses as follows;

- 1) In consideration of the 'Owner' agreeing to hand over the sick Transformer to the 'Repairer' for necessary repairs and testing, the Guarantor hereby undertake to pay the Owner on demand the sum indicated above;

Chief Engineer (El.)
RT & R & D, KPTCL
Kaveri Bhavani, Bangalore - 560 009

- a) If the Owner shall suffer any loss or damage or deterioration to the said Transformer till it is delivered back to the Owner or his representatives after necessary repair and testing to the entire satisfaction of the Owner.
 - b) If the Repairer shall use the Transformer for any purpose other than as required by the Owner.
Or
 - c) If for any reason the terms and conditions of the contract are not mutually settled and in any such case the Repairer shall fail forthwith to return the said Transformer on demand to the Owner to such consignee as the Owner may direct.
- 2) The Guarantor shall pay the Owner on demand within 48 hours the sum (equal to 75% of the scrap value of transformer) indicated above without demur and without requiring the Owner to invoke any legal remedy that may be available to it to compel such performance by the Repairer provided that where the Guarantor considers the demand of the Owner unjustified it shall nevertheless pay the same to the Owner and the Guarantor shall not with-hold payment on this account.
- a) This guarantee will come into force immediately upon receipt of sick Transformer by the Repairer and shall remain in force till the expiry of warranty period of the repaired Transformer.
 - b) If the Repairer shall fail to deliver back the said Transformer after satisfactory repairs and testing under the contract within 01 (one) month before expiry of this guarantee then the Repairer shall either get this guarantee extended or shall furnish a fresh guarantee to the satisfaction of the Owner. Upon failure of the Repairer to furnish extended or fresh guarantee to the Owner such amount as the guarantor may be called upon to pay.
- 3) The neglect or forbearance of the Owner in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Owner for the payment thereof shall in no way relieve the Guarantor of its liability under this deed.
- 4) The Owner and the Repairer will be at liberty to negotiate and settle the contract and to carry out any modification in the said contract during the terms of the said contract or any extension thereof, notice of which settlement and modifications to the Guarantor is hereby waived.
- 5) Notwithstanding anything contained in the foregoing the Guarantor's liability hereunder is limited to amount indicated above and till the expiry of the Warranty period of repaired Transformer.
- 6) Our liability under this guarantee is restricted to the sum (equal to 75% of the scrap value of transformer) indicated above and our guarantee shall remain in force till the expiry of the warranty period of repaired Transformer. Unless an action to enforce a claim under the guarantee is filed against us within that date, all rights of the owner under the said guarantee shall be forfeited and the guarantor shall be relieved and discharged from all liability hereunder.
- 7) We _____ (name of the bank) lastly undertake to pay to the Owner any money as demanded notwithstanding any dispute or disputes raised by the Repairer in any suit or proceeding before any court or tribunal or liability under this present being absolute and unequivocal.

The payment so made by us under this to the Owner shall be valid discharge of our liability for payment there under and the Repairer shall have no claim against us for making such payment.

In witness whereof Sri/Smt. _____ for and on behalf of the _____ name of bank / company / have signed this deed on the day and year first above written).

Dated _____ this _____ day
of _____ 20__ at _____.

WITNESS:



Chief Engineer (El.)
RT & R & D KPTCL
Bani Bhavan, Bangalore - 560 009

.....
(Signature)

.....
(Name)

.....
(Official Address
Stamp)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank

Attorney as per Power of Attorney no: _____
Date: _____

NOTE:

- * This Sum shall be equivalent to the 75% of the scrap value of the Transformer as notified in clause 22.1, Part-A of GCC.
- ** The date will be ninety (90) days after the end of Warranty Period s specified in the Contract.



Chief Engineer (El.)
RT & R & D, KPTCL
Kaveri Bhavan, Bangalore - 560 009
KPTCL Bhavan, Bangalore - 560 009

PROFORMA OF BANK GUARANTEE FOR SECURITY TOWARDS SAFE CUSTODY OF TRANSFORMER

(To be stamped in accordance with stamp Act and non-Judicial stamp paper should be in the name of issuing Bank)

Ref: _____

Bank Guarantee no: _____

Date: _____

To,
The Chief Engineer Electy.,
Transmission Zone, KPTCL,

Dear Sir,

In consideration of the Karnataka Power Transmission Corporation Limited, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded repair work to M/s. _____ with its Registered/Head Office at _____ (herein after referred to as the 'Repairer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide Owner's Letter of Award no: _____ Dt. _____ and the same having been unequivocally accepted by the Repairer, resulting in a Contract bearing no: _____ Dt. _____ for _____ (scope of Contract) and the Repairer having agreed to provide a Guarantee towards safe custody of Transformer for the faithful Performance of the **entire** Contract, **as mentioned in the clause No. 22.1, Part-B of GCC**, on the terms and conditions indicated therein equivalent to Rs. _____ * (in figure and words) to the Owner towards the **25% of the** scrap value of sick Transformer commencing from the date on which sick Transformer is handed over to the Repairer. The Owner has agreed to hand over to the Repairer, the sick Transformer for repairs and the Repairer has agreed to deliver it back to the Owner after satisfactory repairs and testing. We _____ (Name & Address of the Bank) having its Head Office at _____ (herein after referred to as the 'Guarantor' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby undertake to give Guarantee for the said purpose and pay, the Owner, merely on demand to the extent of Rs. _____ (**25% of the scrap value of sick Transformer**) as aforesaid at any time up to _____ ** _____ (date/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Repairer as is hereinafter contained; The guarantee herein contained shall not be affected by any change in the constitution of the Guarantor.

Now this deed witnesses as follows;

- 8) In consideration of the 'Owner' agreeing to hand over the sick Transformer to the 'Repairer' for necessary repairs and testing, the Guarantor hereby undertake to pay the Owner on demand the sum indicated above;

RT & R & D, KPTCL
Kaveri Bhavan, Bangalore - 560 003
Chief Engineer (E.E.)
RT & R & D, KPTCL
Kaveri Bhavan, Bangalore - 560 003

- a) If the Owner shall suffer any loss or damage or deterioration to the said Transformer till it is delivered back to the Owner or his representatives after necessary repair and testing to the entire satisfaction of the Owner.
- b) If the Repairer shall use the Transformer for any purpose other than as required by the Owner.
Or
- c) If for any reason the terms and conditions of the contract are not mutually settled and in any such case the Repairer shall fail forthwith to return the said Transformer on demand to the Owner to such consignee as the Owner may direct.
- 9) The Guarantor shall pay the Owner on demand within 48 hours the sum (equal to 25% of the scrap value of transformer) indicated above without demur and without requiring the Owner to invoke any legal remedy that may be available to it to compel such performance by the Repairer provided that where the Guarantor considers the demand of the Owner unjustified it shall nevertheless pay the same to the Owner and the Guarantor shall not with-hold payment on this account.
- a) This guarantee will come into force immediately upon receipt of sick Transformer by the Repairer and shall remain in force till the expiry of warranty period of the repaired Transformer.
- b) If the Repairer shall fail to deliver back the said Transformer after satisfactory repairs and testing under the contract within 01 (one) month before expiry of this guarantee then the Repairer shall either get this guarantee extended or shall furnish a fresh guarantee to the satisfaction of the Owner. Upon failure of the Repairer to furnish extended or fresh guarantee to the Owner such amount as the guarantor may be called upon to pay.
- 10) The neglect or forbearance of the Owner in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Owner for the payment thereof shall in no way relieve the Guarantor of its liability under this deed.
- 11) The Owner and the Repairer will be at liberty to negotiate and settle the contract and to carry out any modification in the said contract during the terms of the said contract or any extension thereof, notice of which settlement and modifications to the Guarantor is hereby waived.
- 12) Notwithstanding anything contained in the foregoing the Guarantor's liability hereunder is limited to amount indicated above and till the expiry of the Warranty period of repaired Transformer.
- 13) Our liability under this guarantee is restricted to the sum (equal to 25% of the scrap value of transformer) indicated above and our guarantee shall remain in force till the expiry of the warranty period of repaired Transformer. Unless an action to enforce a claim under the guarantee is filed against us within that date, all rights of the owner under the said guarantee shall be forfeited and the guarantor shall be relieved and discharged from all liability hereunder.
- 14) We _____ (name of the bank) lastly undertake to pay to the Owner any money as demanded not withstanding any dispute or disputes raised by the Repairer in any suit or proceeding before any court or tribunal or liability under this present being absolute and unequivocal.

The payment so made by us under this to the Owner shall be valid discharge of our liability for payment there under and the Repairer shall have no claim against us for making such payment.

In witness whereof Sri/Smt. _____ for and on behalf of the _____ name of bank / company / have signed this deed on the day and year first above written).

Dated this _____ day of _____ 20__ at _____.



Chief Engineer (El.)
RT & R & D, KPTCL
Kaveri Bhavan, Bangalore - 560 009

WITNESS:

.....

(Signature)

.....

(Name)

.....

(Official Address)
Stamp)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank

Attorney as per Power of Attorney no: _____ Date: _____

NOTE:

*This Sum shall be equivalent to the scrap value of the Transformer as notified in clause 22.1, Part-B of GCC.

**The date will be ninety (90) days after the end of Warranty Period as specified in the Contract.



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Sri Bhavan, Bangalore - 560 009