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KARNATAKA POWER TRANSMISSION CORPORATION LIMITED

Corporate Identity Number (CIN): U40109KA1999SGC0255221

No: B14/6014/02-03

Encl:

Corporate Office,

Kaveri Bhavan,

Bengaluru – 560 009,

Dated: 28 MAR 2024

All Superintending Engineers Electricity,
Works & Maintenance / Maintenance Circles of
Bengaluru/Tumkuru/Mysuru/Hassan/Bagalkot/Kalaburgi Transmission Zones, KPTCL

Sir,

Sub: Revision of “existing tender documents for carrying out Shift Duties and Operations in 220kV, 110kV and 66kV KPTCL Sub-stations”- reg.

Ref: 1. KPTCL Board Meeting Resolution No. 145/12 dated: 07.03.2024.
2. Note approved by the Energy Minister & Chairman, KPTCL on 27.03.2024.

In the 145th Board of Directors meeting held on 21.02.2024, it is resolved to revise the Service Tender document as proposed for carrying out Shift Duties and Operations of 220kV, 110kV and 66kV KPTCL Sub-stations by deploying qualified personnel through Super Grade Electrical Licensed Contractor having valid Manpower Registration Certificate with evaluation criteria based on Service Charges as detailed below:

- The tenderer shall be a **Super Grade Electrical Licensed Contractor having valid Manpower Registration Certificate** issued by the Department of Labour, GoK.
- Evaluation criteria based on **Service Charges**.
- The tenderer shall deploy qualified **experienced** personnel for carrying out the Shift Duties and Operations.
- The tenderer shall quote service charges between **5% to 10%** only.
- Lumpsum/year has been provisioned for Uniform, Shoes and ID Card.
- **Bank Guarantee at 10% of Annual Contract Price**
- The tenderer shall have insurance coverage to his personnel to meet against all risks including Electrical & Mechanical accidents while performing Shift duties and operations at KPTCL Sub-stations. The tenderer or his staffs are not eligible for any compensation from KPTCL in this regard. **However, in case of accidents, compensation will be paid by KPTCL and the same shall be recovered from the tenderer through his pending bills.**

In this regard, I am hereby directed to circulate a copy of the approved revised Service Tender Document for carrying out Shift Duties and Operations of 220kV, 110kV and 66kV KPTCL Sub-stations to all the Transmission W&M/M Circles, KPTCL for taking necessary action to arrange to entrust the Shift Duties and Operations of KPTCL Sub-stations to the eligible Super Grade Electrical Licensed Contractor having valid Manpower Registration Certificate duly inviting tender and finalizing the same with due diligence as per KPTCL norms.

In future, tenders shall be invited for carrying out Shift Duties and Operations of 220kV, 110kV and 66kV KPTCL Sub-stations as per the enclosed Tender Document only.

The Annual Contract Price arrived at for each of the Sub-station is also enclosed along with the tender document for your kind information. The template comprising of calculation of Annual Contract Price per Sub-station is applicable for the Sub-stations which are completely outsourced.

During the contractual period for carrying out Shift Duties and Operations of 220kV, 110kV and 66kV KPTCL Sub-stations;

- (a) as and when the statutory charges are revised by KTPCL, necessary arrangements shall be made for making payment from its effective date.
- (b) whenever GoK revises the minimum base wages, the corresponding wages shall be adopted for making necessary payments effective from the date notified by KPTCL.

Any clarifications required regarding the labour related issues, minimum wages to be paid from time to time, legal issues, remuneration to the manpower agencies etc., may be obtained from Assistant General Manager (Services) / Manager (Industrial Relations), KPTCL, Kaveri Bhavan, Bengaluru.

The existing contract agreements with the Agencies in respect of Shift duties of KPTCL Sub-stations shall be continued until their expiry / alternate arrangements are made through tender and awarded.

The Chief Engineer, Transmission Zone shall quantify the list of consumable materials and charges required for maintenance of Sub-station coming under their jurisdiction duly conducting a meeting with the concerned Superintending Engineers of Transmission Circles to have uniformity.

Yours faithfully,


General Manager (Tech)
KPTCL

Copy to:

1. The Chief Engineers (Elec.) Bengaluru / Tumakuru / Mysuru / Hassan / Bagalkot / Kalaburagi Transmission Zones, KPTCL.
2. The Deputy General Manager (Personnel), KPTCL, Bengaluru.
3. The Deputy General Manager (Law), KPTCL, Bengaluru.
4. Assistant General Manager (Services), KPTCL, Bengaluru shall arrange to issue notifications to SEEs of all Circles (Works & Maintenance/ Maintenance Circles) whenever GoK revises the minimum wages/ESI/EPF.
5. The Manager (Industrial Relations), KPTCL, Bengaluru.

Copy for information to:

1. The Superintending Engineers (Elec.) IT&MIS with a request to arrange to upload this letter and tender document in KPTCL website.
2. SPS to Managing Director/Director (Transmission) /Director (Finance) / Director (A&HR) to place it before the Directors for information.



KARNATAKA POWER TRANSMISSION CORPORATION LIMITED

Superintending Engineer (Ele),
Transmission (W&M)
_____ Circle,

KPTCL/

KPTCL
Dated

TENDER NOTIFICATION
(Karnataka Public Procurement Portal MODE ONLY)

**Tender for providing services for carrying out shift duties and operations at 220kV/ 110kV/
66kV Sub-stations as per Annexure-1.**

1.	Bid enquiry No.	KPTCL/	dated
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	<p>2. Scope of work</p>	<p>Providing services for carrying out shift duties and operations at 220kV/110kV / 66kV Sub-stations as per Annexure-1.</p> <p>The details of personnel to be provided by the tenderer and their academic qualifications etc., are as follows.</p> <table border="1" data-bbox="632 450 1407 1218"> <tr> <td data-bbox="632 450 975 685">Shift Engineer Grade-I</td> <td colspan="2" data-bbox="975 450 1407 685">Bachelor of Engineering in Electrical / Electrical and Electronics / Electronics and Communication Engineering from a recognized University.</td> </tr> <tr> <td data-bbox="632 685 975 913">Shift Engineer Grade-II</td> <td colspan="2" data-bbox="975 685 1407 913">Diploma in Electrical / Electrical and Electronics / Electronics and Communication Engineering from a recognized Polytechnic College.</td> </tr> <tr> <td data-bbox="632 913 975 1144">Operation and Maintenance Helper</td> <td colspan="2" data-bbox="975 913 1407 1144">ITI / ITC / JOC - Electrician Trade (Passed after SSLC) or wireman certificate issued by Chief Electrical Inspector, GoK.</td> </tr> <tr> <td data-bbox="632 1144 975 1218">House Keeper</td> <td colspan="2" data-bbox="975 1144 1407 1218">Age not less than 18 Years</td> </tr> </table> <p>The personnel to be provided by the tenderer shall have minimum experience of 1year in carrying out shift duties and operations in Sub-stations.</p>			Shift Engineer Grade-I	Bachelor of Engineering in Electrical / Electrical and Electronics / Electronics and Communication Engineering from a recognized University.		Shift Engineer Grade-II	Diploma in Electrical / Electrical and Electronics / Electronics and Communication Engineering from a recognized Polytechnic College.		Operation and Maintenance Helper	ITI / ITC / JOC - Electrician Trade (Passed after SSLC) or wireman certificate issued by Chief Electrical Inspector, GoK.		House Keeper	Age not less than 18 Years				
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House Keeper	Age not less than 18 Years																		
3.	<p>Period of Contract</p>	<p>Two years from the date of award of contract or till the KPTCL staffs are posted whichever is earlier and may be extended for one more year with mutual consent, if the performance of the awardee is found to be satisfactory at the discretion of KPTCL.</p>																	
4	<p>Personnel required</p>	<table border="1" data-bbox="632 1592 1114 1839"> <tr> <td data-bbox="632 1592 1114 1666">Personnel</td> <td data-bbox="1114 1592 1243 1666">220 kV</td> <td data-bbox="1243 1592 1431 1666">110 / 66 kV</td> </tr> <tr> <td data-bbox="632 1666 1114 1715">Shift Engineers Grade-I</td> <td data-bbox="1114 1666 1243 1715">4 Nos.</td> <td data-bbox="1243 1666 1431 1715">-</td> </tr> <tr> <td data-bbox="632 1715 1114 1749">Shift Engineers Grade-II</td> <td data-bbox="1114 1715 1243 1749">4 Nos.</td> <td data-bbox="1243 1715 1431 1749">4 Nos.</td> </tr> <tr> <td data-bbox="632 1749 1114 1783">Operation and Maintenance Helper</td> <td data-bbox="1114 1749 1243 1783">8 Nos.</td> <td data-bbox="1243 1749 1431 1783">4 Nos.</td> </tr> <tr> <td data-bbox="632 1783 1114 1839">Housekeeping service</td> <td data-bbox="1114 1783 1243 1839">1 No.</td> <td data-bbox="1243 1783 1431 1839">1 No.</td> </tr> </table>	Personnel	220 kV	110 / 66 kV	Shift Engineers Grade-I	4 Nos.	-	Shift Engineers Grade-II	4 Nos.	4 Nos.	Operation and Maintenance Helper	8 Nos.	4 Nos.	Housekeeping service	1 No.	1 No.		
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Operation and Maintenance Helper	8 Nos.	4 Nos.																	
Housekeeping service	1 No.	1 No.																	
5	<p>Amount put to tender</p>	<p>Rs. _____ Lakhs per annum (including GST)</p>																	

6	Qualifying Requirement	<p>a. The tenderer should be a registered company under Indian Companies Act 1956 (optional).</p> <p>b. The tenderer shall be a Super Grade Electrical Licensed Contractor having valid Manpower Registration Certificate issued by the Department of Labour, GoK. Documentary proof in the form of certificate of registration issued by GoK is to be uploaded.</p> <p>c. The tenderer should have achieved in at least two financial years (in the last five years) an average annual financial turnover of Rs. _____ Lakhs not less than the amount put to tender. Documentary proof certified by a Chartered Accountant is to be uploaded.</p> <p>d. The tenderer should have provided similar services in State / Central Government Departments / Organizations, Public sector / Private Companies / KPTCL / ESCOMs of contract value not less than Rs. _____ Lakhs per annum evidencing the same, satisfactorily (usually not less than 50% of the tender amount), to at least one reputed Organization for a minimum period of One year during the last three financial years. The experience certificates issued by competent officers (not below the rank of EE or equivalent cadre) are to be uploaded. However, new contractors having valid Super Grade Electrical Contractor's License along with a valid Manpower Registration Certificate participating in the tender process are exempted from uploading experience certificate.</p> <p>e. The tenderer shall comply with all the provisions under Karnataka Minimum Wages Act, Labour Laws such as EPF, ESI and Payment of Wages etc. and provide the necessary proof of its compliance every month along with the bill. The tenderer shall comply with all the statutory requirements evidencing the same. The self-declaration letter by the tenderer in the letterhead of the firm is to be uploaded along with the ESI and EPF registration certificate.</p> <p>f. The tenderer should be in a position to provide tendered No. of Shift Engineers and Operation helpers within one week from the date of award of Contract. The self-declaration letter by the tenderer in the letterhead of the firm is to be uploaded. (Tenderers shall produce attested copies of qualification certificate of Degree / Diploma / ITI / JOC - Electrician Trade along with experience</p>
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		<p>certificate of personnel deployed by them before issue of award to the concerned jurisdictional Executive Engineer)</p> <p>g. The tenderer should be registered under GST Act, proof of which should be submitted along with the tender document and should submit proof of the Permanent Account Number (PAN) assigned by the Income Tax Department.</p> <p>h. The tenderer whose contracts have been terminated / foreclosed / blacklisted / penalized by any organizations during the last Three years due to non-fulfillment of contractual obligations / deficiency in service are not eligible to participate in the tender. The tenderer should clearly specify and upload self - declaration letter in writing in the letterhead of the firm, stating that they do not fall under this category.</p> <p>Documentary proof wherever required shall be uploaded. No hard copies will be accepted.</p> <p>The offer of the tenderers taking deviations in following clauses will be summarily rejected.</p> <ol style="list-style-type: none"> 1. Tender Validity. 2. Earnest Money Deposit. 3. Payment. 4. Penalty. 5. Reporting time. 6. Price Basis. 7. Tenderers past performance in rendering similar services. <p>Not with standing anything stated above, KPTCL reserves the right to assess the tenderers capability to perform the work, should the circumstances warrant such assessment, in the overall interest of KPTCL.</p>
7	<p>Instructions to Tenderers</p>	<p>This tender will be of Two part,</p> <p>Part I: Techno-Commercial Bid - 1st Electronic Document (Qualifying requirement data & commercial terms and conditions)</p> <p>Part II: Price Bid - 2nd Electronic Document (Rs./Percentage in numbers and words to be quoted)</p> <p>The prices are to be indicated in the price bid only and under no circumstances the prices be disclosed in the techno-commercial bids. In case, prices are disclosed in the technical bid, the offer will summarily be rejected.</p>

8	Prices	<p>a. The tenderer shall quote service charges as percentage of value of Annual Tender provided that the service charges shall be between 5% to 10% only else such a bid will be rejected.</p> <p>b. The fixed monthly payment is subject to minimum wages prescribed by the Government and shall be revised based on the same as required from time to time.</p> <p>c. The tenderer shall comply with all the provisions under Karnataka minimum wages Act, Labour Laws such as EPF, ESI, Minimum Wages, Payment of Wages etc., and provide the necessary proof of its compliance every month together with the bill and shall comply with all the statutory requirements.</p>
9	Reporting time	The shift duties and operations of a Sub-station is on 24/7 basis in three shifts and the tenderer shall provide the required number of staff in each shift as specified in Annexure-1.
10	Payment	The tenderer shall submit the bills for payment by 5 th of the succeeding month. Payment shall be arranged by cheque / RTGS on or before 10 th by the concerned Office through Nationalized Banks only. Documentary proof shall be produced along with the bill.
11	EMD	Tenders shall be accompanied by tender security (EMD) of Rs. _____/- (1.5% of the Annual Contract Price) which shall be paid through e-payment mode of Karnataka Public Procurement Portal. Any other form of payment will not be accepted.
12	Tender Processing Fee:-	Amount as mentioned in Karnataka Public Procurement Portal shall be paid through e-payment mode of Karnataka Public Procurement Portal. Any other form of payment will not be accepted.
13	Schedule of Events	
a)	Commencement of Registration and issue of Electronic Bid Sheets	
b)	Last date & time for seeking clarifications	

c)	Last date & time for receipt of bids through Electronic Mode only	
d)	Date and time of opening of Techno Commercial bids	
e)	Date and time of opening of Price bids	

The prospective tenderers can download blank tender documents from Karnataka Public Procurement Portal free of cost either by logging on to www.kptcl.karnataka.gov.in with hyperlink '**Karnataka Public Procurement Portal**' or <https://eproc.karnataka.gov.in> However, for participation in the bidding process, they need to pay the tender processing fee as prescribed by the Karnataka Public Procurement Portal.

The tenderers shall submit all the documentary evidences/supports in respect of qualifying requirements and other requirements through electronic mode only and no hard copies will be accepted. Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.

The prospective tenderers are advised to register in <https://eproc.karnataka.gov.in> by clicking on hyper link "Sign up".

The tenderer is required to ensure browser compatibility of the computer well in advance before the last date and time for receipt of tenders. KPTCL will not be responsible for non-accessibility of Karnataka Public Procurement Portal due to internet connectivity issues and technical glitches.

Any clarifications regarding the scope of work and other details can be obtained from the O/o the undersigned during office hours.

**Superintending Engineer (Ele),
Transmission Circle**



KARNATAKA POWER TRANSMISSION CORPORATION LIMITED

TENDER FOR THE WORK OF

Providing services for carrying out shift duties and operations at 220kV/ 110kV / 66kV

Sub-stations located at ____, ____, ____,

Tender Reference :

Last date and time for receipt of Tenders :

Time and date of opening of Techno Commercial Bid :

Time and date of opening of Price Bid :

Place of opening of Tenders :

Address for communication :

**O/o. SUPERINTENDING ENGINEER (ELE)
TRANSMISSION CIRCLE, KPTCL**

Contents

Section No.	Description
1	Invitation for Tenders (IFT)
2	Instructions to Tenderers (ITT)
3	Form of Tender and Qualification Information
4	General Terms and Conditions
5	Scope of Work
6	Conditions of Contract
7	Contract Data
8	Annual Contract Price
9	Format of Bank Guarantee for Security Deposit



KARNATAKA POWER TRANSMISSION CORPORATION LIMITED

SECTION-I : INVITATION FOR TENDERS (IFT)

KPTCL /

Date:

1. The Karnataka Power Transmission Corporation Limited invites tenders from eligible tenderers, for providing services detailed in Table 1. Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the Contract. Two part tender system is being followed and tenderers are required to submit their Qualifying Requirement in Techno Commercial Bid (1st Electronic Document) and Price in Commercial Bid (2nd Electronic Document).
2. Tender documents may be downloaded from the Karnataka Public Procurement Portal website <https://eproc.karnataka.gov.in/> under log in for contractors. The tender can be downloaded from the portal as per the prescribed date and time published in the portal. Only eligible and interested tenderers who wish to participate should remit on line tender processing fee, after registering in the portal. The tender processing fee / transaction fee is non-refundable.
3. Tenders must be accompanied by Bank Guarantee which shall be uploaded through Karnataka Public Procurement Portal only.
4. Tenders must be electronically submitted (on line through internet) within the date and time published in Karnataka Public Procurement Portal. Tenders will be opened after the prescribed time and date in the Karnataka Public Procurement Portal.
5. Tenderers are advised to study the tender document carefully before submitting their proposals in response to the tender notification. Submission of a proposal to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of the terms, conditions and implications.

Table 1

Sl. No.	Name of work	Approximate value of work (in Rs.) including GST	Earnest Money Deposit (EMD) 1.5% of (3) in Rs.	Contract period in years
1	2	3	4	5
1	Providing services for carrying out shift duties and operations at 220kV/ 110kV/ 66kV Sub-stations located at 1. _____ 2. _____ 3. _____ 4. _____			
2	Last date and time for receipt of Tenders			
3	Time and date of opening of Techno Commercial Bid			
4	Time and date of opening of Price Bid			

Sd/-
Superintending Engineer (Ele)
Transmission Circle, KPTCL

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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2. Eligible Tenderer
3. Qualification of Tenderer

B. Tender Documents

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5. Amendment of Tender documents

C. Preparation of Tenders

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7. Tender prices
8. Tender validity
9. Earnest Money Deposit

D. Submission of Tenders

10. Deadline for Submission of Tenders
11. Modification and Withdrawal of Tenders

E. Tender opening and evaluation

12. Tender opening
13. Process to be confidential
14. Clarification of Tenders
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18. Award criteria
19. Employer's right to accept any Tender and to reject any or all Tenders
20. Notification of award and signing of Agreement
21. Security deposit
22. Corrupt or Fraudulent practices

A. General

1. Scope of Tender

The **Superintending Engineer (Ele), Transmission Circle, _____ KPTCL** (Referred to as Employer in these documents) invites tenders from eligible tenderers, for **Providing services for carrying out shift duties and operations at 220kV/ 110kV / 66kV Sub-stations located at __, ____, ____, ____,** (as defined in these documents and referred to as "the services") as detailed in Table 1 of Invitation for Tenders (IFT). The tenderers shall submit tenders for the works as detailed in Table 1 of IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer

3.1 The tenderer should be a registered company under Indian Companies Act 1956 (optional).

3.2 The tenderer shall be a Super Grade Electrical Licensed Contractor having valid Manpower Registration Certificate issued by the Department of Labour, GoK. Documentary proof in the form of certificate of registration issued by GoK is to be uploaded.

3.3 The tenderer should have achieved in at least two financial years (in the last five years) an average annual financial turnover of Rs. _____ Lakhs not less than the amount put to tender. Documentary proof certified by a Chartered Accountant is to be uploaded.

3.4 The tenderer should have provided similar services in State / Central Government Departments / Organizations, Public sector / Private Companies / KPTCL / ESCOMs of contract value not less than Rs. _____ Lakhs per annum evidencing the same,

satisfactorily (usually not less than 50% of the tender amount), to at least one reputed Organization for a minimum period of One year during the last three financial years. The experience certificates issued by competent officers (not below the rank of EE or equivalent cadre) are to be uploaded. However, new contractors having valid Super Grade Electrical Contractor's License along with a valid Manpower Registration Certificate participating in the tender process are exempted from uploading experience certificate.

- 3.5 The tenderer shall comply with all the provisions under Karnataka Minimum Wages Act, Labour Laws such as EPF, ESI and Payment of Wages etc. and provide the necessary proof of its compliance every month together with the bill. In case the tenderer fails to provide such proof of payments made to the personnel in which month it is due and such default occurs for more than 3 months in any continuous period of 12 months, the same will be considered as "Breach of Contract". The tenderer shall comply with all the statutory requirements evidencing the same. The self-declaration letter by the tenderer in the letterhead of the firm is to be uploaded along with the ESI and EPF registration certificate.
- 3.6 The tenderer should be in a position to provide tendered No. of Shift Engineers and Operation helpers within one week from the date of Detailed Work Award (DWA). The self-declaration letter by the tenderer in the letterhead of the firm is to be uploaded. (Tenderers shall produce attested copies of qualification certificate of Degree / Diploma / ITI / JOC - Electrician Trade along with experience certificate of personnel deployed by them before issue of award to the concerned jurisdictional Executive Engineer).
- 3.7 The tenderer should be registered under GST Act, proof of which should be submitted along with the tender document and should submit proof of the Permanent Account Number (PAN) assigned by the Income Tax Department.
- 3.8 The tenderer whose contracts have been terminated / foreclosed / blacklisted / penalized by any Organizations during the last Three years due to non-fulfillment of contractual obligations / deficiency in service are not eligible to participate in the

tender. The tenderer should clearly specify and upload self-declaration letter in writing in the letterhead of the firm, stating that they do not fall under this category.

3.9 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

B. Tender documents

4. Content of Tender documents

The tender document consists of Nine sections namely Section-I Invitation for Tenders (IFT), Section-II Instructions to Tenderers (ITT), Section-III Form of Tender and Qualification Information, Section-IV General Terms and Conditions (GTC), Section-V Scope of the work, Section-VI Conditions of Contract, Section-VII Contract Data, Section-VIII Annual Contract Price, Section-IX Format of Bank Guarantee for Security Deposit.

5. Amendment of Tender documents

- 5.1 The Employer may modify the tender documents by issuing addenda before the deadline for submission of tenders.
- 5.2 Any addendum thus issued shall be part of the tender documents and shall be **published online in the Karnataka Public Procurement Portal.**
- 5.3 The tenderer in order to take into account any such addendum issued for preparing their tenders, the Employer shall necessarily extend the deadline for submission of tenders in accordance with Sub-Clause 10.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

The tender submitted by the Tenderer shall comprise the following:

- a) The Form of Tender (in the format indicated in Section 3).
 - b) Earnest Money Deposit;
 - c) Annual Contract Price;
 - d) Qualification Information Form and Documents;
- and any other documents required to be completed and submitted by tenderers in accordance with these instructions. **The documents listed under Sections 3 and 8 shall be filled in without exception.**

7. Tender prices

- 7.1 The tenderer shall quote service charges as percentage of value of Annual Tender provided that the service charges shall be between 5% to 10% only else such a bid will be rejected.
- 7.2 The fixed monthly payment is subject to minimum wages, EPF & ESI prescribed by the Government and shall be revised based on the same as required from time to time.
- 7.3 The tenderer shall comply with all the provisions under Karnataka minimum wages Act, Labour Laws such as EPF, ESI, Minimum Wages, Payment of Wages etc., and provide the necessary proof of its compliance every month together with the bill. In case the tenderer fails to provide such proof of payments made to the personnel in which month it is due and such default occurs for more than 3 months in any continuous period of 12 months, the same will be considered as "Breach of Contract". The tenderer shall comply with all the statutory requirements.

8. Tender validity

- 8.1 Tenders shall remain valid for a period not less **than One hundred and eighty (180) days after** the deadline date for tender submission specified in Clause 10. A tender valid for a shorter period **shall be rejected by the Employer as non-responsive.**
- 8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period. The request of the Employer and the tenderers' responses shall be

made in writing or by e-mail. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Earnest Money Deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest Money Deposit (EMD)

9.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) of **Rs. _____/- (1.5% of the Annual Contract Price)**. The tenderer shall pay the **Earnest Money Deposit (EMD) in the Karnataka Public Procurement Portal using any of the following payment modes.**

- **Credit Card**
- **Direct Debit**
- **National Electronic Fund Transfer (NEFT)**
- **Over the counter (OTC)**

OTC payment procedure

If the tenderer chooses to make payment of EMD / tender processing fees Over The Counter (OTC) in any of the designated listed in the Karnataka Public Procurement Portal web-site (www.eproc.karnataka.gov.in), the tenderer will need to log in to Karnataka Public Procurement Portal, access the tender for which bid is being created and then select the OTC option under the payment section and print the challan. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, tenderer can choose to make the payment either in the form of cash or in the form of demand draft. Cheque payments will not be accepted. The tenderer is requested to specifically inform the Bank Officer to input the unique bid reference number printed in the challan in the Banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be entered by the tenderer in the payment section of its bid, as payment confirmation before the bid is submitted as a pre-requisite for bid submission.

NEFT payment procedure

If the tenderer chooses to make payment of EMD / tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer System (NEFT), the tenderer will need to log in to Karnataka Public Procurement Portal, access the tender for which bid is being created and then select the NEFT option under the payment section and print the challan. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The tenderer has to submit the printed challan to its Bank branch (NEFT- enable) and request for an account-to account transfer, where in the money will be transferred from the tenderer's Bank account to GoK's Bank account. The tenderer should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's Principal account before the last date for submission and preferably 24 hours before the last day for the bid submission. If the tenderer's bank transfers / wires the money after the last date for bid submission, the tenderers bid will be liable for rejection. Upon executing the transfer, the tenderer's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be entered by the tenderer in the payment section of its bid, as payment confirmation before the bid is submitted as a prerequisite for bid submission. Also the account number from which the funds were transferred have to be entered in the Karnataka Public Procurement Portal as part of its bid.

The tenderer who wish to make earnest money deposit and tender processing fee payment through internet banking facility may do so. KARNATAKA POWER TRANSMISSION CORPORATION LIMITED is in no way responsible in case the money is not deposited in the notified central pooling account, within the stipulated period. Name of the account, account number and other details are displayed in the generated challan for the information of the tenderer.

The tenderer's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account.

EMD amount will have to be submitted by the tenderer taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account until the finalization of the tender.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction.

For more details on e-Payment services refer to the **Karnataka Public Procurement Portal**.

- 9.2 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clause 9.1 above shall be rejected by the Employer as non-responsive.
- 9.3 The earnest money deposit of unsuccessful tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.
- 9.4 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Bank Guarantee.
- 9.5 The earnest money deposit may be forfeited:
 - a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity; or
 - b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - i. sign the Agreement; or
 - ii. furnish the required Security deposit.

D. Submission of Tenders

10. Deadline for Submission of Tenders

- 10.1 Tenderer shall submit the Bid on line in the Karnataka Public Procurement Portal before the notified date and time published.
- 10.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

11. Modification and Withdrawal of Tenders

- 11.1 Tenderer can modify and correct or upload any relevant document in the portal till bid submission date and time as notified in the Karnataka Public Procurement Portal.
- 11.2 The tenderer may withdraw his tender before the notified last date and time of submission of tender.
- 11.3 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 8.1 above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9.

E. Tender opening and evaluation

12. Tender opening

The Employer will open all the Tenders received, including modifications made pursuant to Clause 11, in the Karnataka Public Procurement Portal at the designated date and time, without requiring the presence of Bidders. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

13. Process to be confidential

Information related to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

14. Clarification of Tenders

- 14.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted during evaluation of the Tenders.
- 14.2 Subject to sub-clause 14.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, he should do so in writing. **The tenderer can also submit on line clarification through Karnataka Public Procurement Portal through query option. The tenderer can obtain clarification related to Karnataka Public Procurement process through Karnataka Public Procurement help desk from 09:00 AM to 09:00 PM (Monday to Saturday), Phone No. +918046010000, +918022631200.**
- 14.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

15. Examination of Tenders and determination of responsiveness

- 15.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents.
- 15.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

15.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

16. Correction of errors (Not Applicable as per the Circular No. KPTCL/B9/39331/16-17 dated 19.03.2020)

16.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer where there is a discrepancy between the rates in figures and in words; the lower of the two will govern.

16.2 If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit shall be forfeited.

17. Evaluation and comparison of Tenders

17.1 Evaluation of Techno Commercial Bid:

Techno Commercial Bid, shall contain technical bid with commercial conditions with Schedule indicating ONLY THE QUANTITIES AND NOT FINANCIAL BID. In case Financials are indicated in the Techno Commercial Bid, the offer will be summarily rejected.

The Tenderer shall submit their offer of percentage Service Charges in (Electronic form) before the notified date and time for opening tenders.

The date and time of opening of Price bids will be notified to all the technically eligible Tenderers after technical evaluation of the tender is completed.

17.2 Evaluation of Price / Financial Bid:

The bid winner shall be the Tenderer who offers the LOWEST Service Charges. The tenderer having the Lowest "Service Charges" (L1) shall be the bid winner provided that Percentage Service Charges shall be between 5% and 10% only else such a bid shall be rejected.

Further, in case more than one tenderer emerge L1 (Lowest Tenderer), the decision to pick the bid winner shall be taken by random "draw of lots" among all such L1

tenderers. Accordingly, the tenderer whose name emerges in the draw of lots shall be declared the bid winner.

The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 15.

- 17.3 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price making any correction for errors pursuant to Clause 16 - **Void**
- 17.4 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 17.5 After evaluation of the price analysis, the Employer may require that the amount of the Bank Guarantee set forth in Clause 21 be deposited by the successful tenderer to protect the Employer against financial loss in the event of default of the successful tenderer under the contract.

F. Award of Contract

18. Award criteria

Subject to Clause 20, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the Lowest Percentage of Service Charges.

19. Employer's right to accept any Tender and to reject any or all Tenders

Notwithstanding Clause 18, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

20. Notification of award and Execution of Contract Agreement

- 20.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by e-mail and confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Intent to award") will state the amount that the Employer will pay the Tenderer in consideration of the execution, completion and minor maintenance of the Works by the Tenderer as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 20.2 The notification of award will constitute the formation of the Contract, subject to only furnishing of a Bank Guarantee in accordance with the provisions of Clause 21.
- 20.3 The Agreement incorporating all the conditions between the Employer and the Successful Tenderer shall be kept ready for signature of the Successful Tenderer within 15 days following the issue of Letter of Intent to award. Within 15 days of receipt, the Successful Tenderer will sign the Agreement and deliver it to the Employer. The Employer will issue a Detailed Work Award (DWA) after receipt of Bank Guarantee and execution of Agreement.
- 20.4 Upon furnishing of Bank Guarantee by the successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

21. Bank Guarantee (BG)

- 21.1 Within 15 days of receipt of the Letter of Intent to award, the successful Tenderer shall furnish **Bank Guarantee (BG) with an amount equal to 10% of the Annual Contract Price** in any of the forms given below:
- Banker's Cheque / Demand Draft / Pay Order in favour of

payable at _____
 - **A Bank Guarantee in the format as per Section 9**
- 21.2 The Bank Guarantee shall be with a validity of 27 months from a Nationalized Bank in India.

21.3 No interest shall accrue or given to the bid winner for the BG by the Employer under any circumstances.

21.4 In case of failure to furnish the prescribed BG within 15 (Fifteen) days of issue of LOI by the Employer, the bid is liable to be cancelled for the said default treating it as breach of tender terms & conditions. The defaulting Bid winner shall be black listed for two years from any tenders and forfeit the Earnest Money Deposit.

22. Corrupt or Fraudulent practices

Tenderers/Suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy the Employer

- a. will reject a proposal for award, if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- b. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

SECTION 3

FORM OF TENDER AND QUALIFICATION INFORMATION

TABLE OF FORMS:

- I. TECHNICAL PROPOSAL SUBMISSION FORM**
- II. QUALIFICATION INFORMATION**
- III. FINANCIAL PROPOSAL STANDARD FORM**
- IV. AGREEMENT FORM**

I. TECHNICAL PROPOSAL SUBMISSION FORM

(On Official Letter Head of the Bidder)

[Location, Date]

From: (Name of the Firm / Agency)

To,

Superintending Engineer (Electy),
Transmission (W&M) Circle,
KPTCL,

Sir/Madam,

Sub: Services for carrying out Shift duties and operations at 220kV/ 110kV/ 66kV Sub-stations located at _____

We, the undersigned, offer to provide the services for the above notified in the Karnataka Public Procurement Portal as indent no..... We are hereby submitting our Proposal which includes this Technical Proposal (First Electronic document), and a Financial Proposal (Percentage Service Charges - Second Electronic document) in Karnataka Public Procurement portal.

Our Proposal is binding upon us subject to the modification resulting from contract negotiations.

We assure that we have read the tender document completely and agree to deliver the Scope of Work as per the bid document without any dilution or abridgment notwithstanding anything contained to the contrary anywhere in our bid.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorised Signatory
Name and Title of Signatory:
Name of the Firm / Agency:
Address:

II. QUALIFICATION INFORMATION

The tenderer shall upload all documents in support of the information mentioned hereunder from 1.1 to 1.7 for the purpose of computing tender capacity. This information will not be incorporated in the Contract. Failure to upload the documents mentioned hereunder will be liable for rejection of the tender.

1.1 Constitution or legal status of Tenderer:

Place of Registration	_____
	(upload details)
Principal place of Business:	_____
	(upload details)
Registration Certificate issued by Department of Labour, GoK.	_____
	(upload details)
GST Registration issued by GoK.	_____
	(upload details)
ESI & EPF Registration.	_____
	(upload details)
PAN Number	_____
	(upload details)

1.2 Total value of services provided and payments received 2019-20 _____
in the last five years (in Rs. Lakhs) 2020-21 _____
(Upload balance sheet certified by 2021-22 _____
Chartered Accountant) 2022-23 _____
2023-24 _____

1.3 Services provided as Prime Tenderer (in the same name) to State / Central Government Departments / Organizations, Public sector / Power Utility during three years specified in 1.2 above.

Sl. No.	Name of the Organization	Number of personnel provided	Total Contract Value (Rs. in Lakhs)	Contract period in years

1.4 Information on services for which Tenders have been submitted and services which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going services:

Sl. No.	Name of the Organization	Number of personnel provided	Total Contract Value (Rs. in Lakhs)	Balance Contract period in years, months

(B) Works for which Tenders already submitted:

Sl. No.	Name of the Organization	Number of personnel to be provided	Total Contract value (Rs. in Lakhs)	Contract period in years

1.5 Reports on the financial standing of the tenderer, such as profit and loss statements, Balance Sheets, income tax returns and auditor's reports for the last five years;

1.6 Qualification and experience of the staff in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.7 Name, address, telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

III. FINANCIAL PROPOSAL STANDARD FORM

From: (Name of the Firm / Agency)

To,
Superintending Engineer (Electy),
Transmission(W&M) Circle,
KPTCL,

Sir/Madam,

Sub: Services for carrying out Shift duties and operations at the 220kV/110kV/66kV
Sub-stations located at ____, ____, ____,

We, the undersigned, offer to provide the Services @ the minimum wages notified by GoK from time to time along with Statutory payments + service charges + applicable GST. In this regard, we have submitted our Financial Bid as a percentage of Annual Contract Price in the Karnataka Public Procurement Portal.

Our Financial proposal shall be binding upon us as per the tender documents.

We undertake that in competing for and, if the award is made to us, in executing the above contract, we shall strictly do as per the bid document notwithstanding anything contained to the contrary in our bid while observing the laws against fraud and corruption in force in India namely the "Prevention of Corruption Act 1988".

We understand you are not bound to accept any bid you receive.

Yours sincerely,

Authorised Signatory
Name and Title of Signatory:
Name of the Firm / Agency:
Address:

IV. AGREEMENT FORM ON Rs. 200/- STAMP PAPER

This agreement, made the _____ day of _____ 20____, between

[name and address of Employer] (herein after called “the Employer”) of the one part and

[name and address of Contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor executes _____
_____ [name and identification
number of Contract] (hereinafter called “the services”) and the Employer has accepted the
Tender by the Contractor for the execution and completion of such Services and the
remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Services and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Services and remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. Letter of Intent to Award
 - ii. Successful Bidder’s Tender

- iii. Contract Data
- iv. Conditions of Contract (including Special Conditions of Contract)
- v. Annual Contract Price

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____ was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

SECTION-4

GENERAL TERMS AND CONDITIONS

1. General

- 1.1 The tenderers are requested to upload all the supporting documents wherever required in electronic mode and no hard copies will be accepted / entertained. Failure to comply with this will result in rejection of their offers.
- 1.2 The tenderers are required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. **The Karnataka Power Transmission Corporation Limited** will not be responsible for non-accessibility of Karnataka Public Procurement Portal due to internet connectivity issues and technical glitches.
- 1.3 The Superintending Engineers of the Transmission Circles shall ensure to invite tender by limiting the number of Sub-stations to five with a minimum one Sub-station in a package. No tenderer shall be eligible to be awarded more than Five Sub-stations in KPTCL at a time (Either 220kV or 110kV or 66kV or any combination in KPTCL).

2. Scope:

The tenderer shall provide required number of Shift Engineers grade-I, Shift Engineers grade-II, Operators helpers, Housekeeping staff etc., for carrying out the scope of work as defined in section 5 and as specified in the Annual Contract Price of section 8 to the respective Sub-stations for a period of two years or till posting of KPTCL staff and further extendable for one more year at the discretion of the employer. Tenders not covering the specified scope of the tender are treated as incomplete and liable for rejection.

3. Qualifying Requirements:

- 3.1 The tenderer should be a registered company under Indian Companies Act 1956 (optional).
- 3.2 The tenderer shall be a Super Grade Electrical Licensed Contractor having valid Manpower Registration Certificate issued by the Department of Labour, GoK.

Documentary proof in the form of certificate of registration issued by GoK is to be uploaded.

- 3.3 The tenderer should have achieved in at least two financial years (in the last five years) an average annual financial turnover of Rs. _____ Lakhs not less than the amount put to tender. Documentary proof certified by a Chartered Accountant is to be uploaded.
- 3.4 The tenderer should have provided similar services in State / Central Government Departments / Organizations, Public sector / Private Companies / KPTCL / ESCOMs of contract value not less than Rs. _____ Lakhs per annum evidencing the same, satisfactorily (usually not less than 50% of the tender amount), to at least one reputed Organization for a minimum period of One year during the last three financial years. The experience certificates issued by competent officers (not below the rank of EE or equivalent cadre) are to be uploaded. However, new contractors having valid Super Grade Electrical Contractor's License along with a valid Manpower Registration Certificate participating in the tender process are exempted from uploading experience certificate.
- 3.5 The tenderer shall comply with all the provisions under Karnataka Minimum Wages Act, Labour Laws such as EPF, ESI and Payment of Wages etc. and provide the necessary proof of its compliance every month together with the bill. In case the tenderer fails to provide such proof of payments made to the personnel in which month it is due and such default occurs for more than 3 months in any continuous period of 12 months, the same will be considered as "Breach of Contract". The tenderer shall comply with all the statutory requirements evidencing the same. The self-declaration letter by the tenderer in the letterhead of the firm is to be uploaded along with the ESI and EPF registration certificate.
- 3.6 The tenderer should be in a position to provide tendered No. of Shift Engineers and Operation and Maintenance helpers within one week from the date of Detailed Work Award (DWA). The self-declaration letter by the tenderer in the letterhead of the firm is to be uploaded. (Tenderers shall produce attested copies of qualification certificate of Degree / Diploma / ITI / JOC - Electrician Trade along with experience certificate of

personnel deployed by them before issue of award to the concerned jurisdictional Executive Engineer).

- 3.7 The tenderer should be registered under GST Act, proof of which should be submitted along with the tender document and should submit proof of the Permanent Account Number (PAN) assigned by the Income Tax Department.
- 3.8 The tenderer whose contracts have been terminated / foreclosed / blacklisted / penalized by any Organizations during the last Three years due to non-fulfillment of contractual obligations / deficiency in service are not eligible to participate in the tender. The tenderer should clearly specify and upload self-declaration letter in writing in the letterhead of the firm, stating that they do not fall under this category.
- 3.9 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:
- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

4. Remunerations:

The tenderer shall be responsible for the payment of minimum wages, ESI, EPF and all other statutory liabilities to the staff employed and Karnataka Power Transmission Corporation Limited will not be responsible for non-payment of remunerations to staff under any circumstances.

5. Mode of payment:

The tenderer shall submit the bills for payment of remuneration, of the staff to the designated office of Karnataka Power Transmission Corporation Limited by 5th of the succeeding month. Payment will be arranged by Cheque / RTGS on or before 10th by the concerned office through Nationalized Banks only.

6. Supervision:

The tenderer shall monitor the activities of the staff and ensure satisfactory performance of the staff provided.

7. Replacement:

The tenderer shall provide replacement for the staff, in the event of his / her sickness, absence, poor performance or availing leave. The tenderer shall be responsible for providing the staff during weekly-off and national holiday also.

8. General conditions:

The duties and responsibilities of the staff employed by the tenderer is as detailed below.

- To ensure strict compliance of instructions issued by the officer in charge of the Sub-station regarding shift duties and operations of the Sub-stations.
- The shift duties and operations of the Sub-stations shall be carried out in three shifts by each batch on all days of the week.
- The duty hours should not exceed eight hours at a stretch. Continuous shifts by the same person should be avoided and no post should remain unmanned. Duties/shifts during odd hours which may be required due to exigencies are to be accommodated by the tenderer.
- The normal working hours for housing keeping is 08.00Hrs to 16.00Hrs.
- The personnel so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
- The personnel employed by the tenderer should be polite, cordial, positive and efficient, while handling the assigned work. The tenderer shall be responsible for any act of indiscipline on the part of personnel deployed by him.
- The personnel so deployed shall remain under the control and supervision of the tenderer and the tenderer shall be liable for payment of their wages, etc., and all other duties, which the tenderer is liable to pay under various labour regulations and other statutory obligations.
- The successful tenderer shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other agency.

- To ensure safety and security of the Sub-station equipments while while carrying out shift duties and operations of the same.
- To prevent unauthorized persons gaining entry in to Sub-station premises.
- To prevent entry of animals in the Sub-station yard.
- To bring to the notice of Engineer in charge of the Sub-station regarding any malfunctioning of the equipment immediately.
- To attend to fire-fighting in case of emergencies and to assist in conducting periodic mock drills of fire-fighting system in the premises.

9. Dispute:

Any dispute arising out of this contract or that at which may arise in future will be solved by taking recourse to mutual settlement failing which such dispute will be referred to the concerned Zonal Chief Engineer, Electy. The decision of the Chief Engineer, Electy., shall be final and binding on both the parties.

10. Price Basis:

- 10.1 The tenderer shall quote service charges as percentage of value of Annual Tender provided that the service charges shall be between 5% to 10% only else such a bid will be rejected.
- 10.2 The fixed monthly payment is subject to minimum wages prescribed by the Government and shall be revised based on the same as required from time to time.
- 10.3 The tenderer shall comply with all the provisions under Karnataka minimum wages Act, Labour Laws such as EPF, ESI, Minimum Wages, Payment of Wages etc., and provide the necessary proof of its compliance every month together with the bill. In case the tenderer fails to provide such proof of payments made to the personnel in which month it is due and such default occurs for more than 3 months in any continuous period of 12 months, the same will be considered as "Breach of Contract". The tenderer shall comply with all the statutory requirements.

11. Termination of the Contract:

11.1 The Contract is liable to be terminated at the absolute discretion of the Employer without assigning any reasons whatsoever by giving 15 days notice on the ground such as the services are found to be unsatisfactory.

11.2 If there is a breach, the clause 32.2 of Section-VI shall be referred.

12. Reporting Time:

The tenderer shall provide Staff to the **respective Sub-station within** one week from the date of Detailed Work Award (DWA).

13. Period of Contract:

Two Years from the date of award of Contract or till posting of KPTCL staff whichever is earlier and may be extended for one more year with mutual consent, if the performance of the awardee is found to be satisfactory at the discretion of KPTCL.

14. Change in number of personnel :

During execution of contract, the Karnataka Power Transmission Corporation Limited reserves the right to increase or decrease the number of personnel to an extent of 25% either way of the requirement as per Annexure-1 under contract without any change in the wages and other terms and conditions as per the number of transfer / deputation of KPTCL staff and posting of new KPTCL staff respectively. However, one month notice for reduction in staff if any during the contract period will be given by Employer. The tenderer shall have no claim what so ever on this account.

15. Penalty:

In case the tenderer does not provide the staff within ONE WEEK from the date of Detailed Work Award (DWA) and in any month, a penalty at the rate of ½ % per week subject to maximum of 10% will be deducted from the total amount of monthly bill to be paid to the tenderer, for the delayed deployment of staff to the Sub-station. However, if the tenderer does not provide the staff within one month from the DWA and in any month, the contract shall be terminated by forfeiting the EMD and Bank Guarantee.

16. Force Majeure:

- 16.1 If at any time during the continuance of the order, the performance, in whole or in part by either party, or any obligations under the order, shall be prevented or delayed by reasons of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, floods, execution of this order directly or act of God (hereinafter referred to as events), then provided a notice of the happening of any such event is given by either party to other by letter / e-mail within 48 hours from the date occurrence thereof, neither party shall be for reasons of such events be entitled to terminate this order nor shall any party have any claim for damages against the other in respect of such non-performance or delay in performance in providing services under this order shall be resumed as soon as practicable after such an event has come to an end or ceased to exist.
- 16.2 Only events of Force Majeure, which impedes the execution of the contract at the time of its occurrences, shall be taken into cognizance.

17. Risk and Cost Service:

In the event, if the tenderer fails to provide services within the stipulated time period, Karnataka Power Transmission Corporation Limited shall be at liberty to carry out the total scope of contract through a Third Party and recover the expenses from the successful tenderer. The Cancellation of contract may be either for whole or part of the contract, and will be at the Karnataka Power Transmission Corporation Limited's option. However, before such cancellation, Karnataka Power Transmission Corporation Limited shall give one month notice to the tenderer for taking corrective action. In case, the tenderer does not take necessary corrective action to Karnataka Power Transmission Corporation Limited's satisfaction, within the said period of one month, Karnataka Power Transmission Corporation Limited shall be at liberty to terminate the contract in part or whole. Karnataka Power Transmission Corporation Limited may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The tenderer shall be liable to Karnataka Power Transmission Corporation Limited for any losses, excess costs for such / similar services, provided that the successful tenderer should continue the performance of the contract to the extent not terminated under the provisions of this clause. If in the opinion of Karnataka

Power Transmission Corporation Limited, the successful tenderer shall not be able to correct the fault even after notice, then Karnataka Power Transmission Corporation Limited may terminate the contract at the Risk and Cost of the successful tenderer.

18. License:

The tenderer shall obtain valid Manpower Registration Certificate from the Department of Labour, GoK from time to time and shall keep the currency of such licenses for the entire duration of the contract.

19. Character and Antecedents of the Staff:

Before any person is employed or engaged, the tenderer shall satisfy himself about the character and antecedents of such person. If during the period of contract, the character and antecedents of the person employed is found to be unsatisfactory, they shall be removed from the work immediately and substitute staff shall be provided at the Risk and Cost of the tenderer.

20. Training:

20.1 The successful tenderer shall ensure that the Shift Engineers and O & M helpers are aware of basic knowledge of the Sub-station equipments.

20.2 Basic training for the personnel provided by the Contract Agency shall be given by Executive Engineer, El., TL&SS Division. The Contractor and the Personnel shall fully co-ordinate and co-operate in this regard.

21. Minimum Qualification and experience required for the personnel to be provided:

21.1 **Shift Engineers Grade-I:** Bachelor of Engineering in Electrical / Electrical and Electronics / Electronics and Communication Engineering from a recognized University.

21.2 **Shift Engineers Grade-II:** Diploma in Electrical / Electrical and Electronics / Electronics and Communication Engineering from a recognized Polytechnic College.

- 21.3 **Operation and Maintenance Helpers:** ITI / ITC / JOC - Electrician Trade (Passed after SSLC) or wireman certificate issued by Chief Electrical Inspector, GoK.
- 21.4 The personnel to be provided by the tenderer shall have minimum experience of 1 year in carrying out shift duties in Sub-stations.
- 21.5 Housekeeping service shall not be carried out by personnel of age less than 18 years.
- 21.6 The above staff provided shall be physically fit and mentally sound, well trained and disciplined. Preference will be given to trained personnel.
- 21.7 The minimum age of personnel shall be 18 years.
- 21.8 Knowledge of Kannada and English is a must for Shift Engineers and knowledge of Kannada is a must for helper and housekeeper (preference shall be given for Kannadigas).
- 21.9 A candidate should be free from any contagious or infectious disease. He should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.
- 21.10 The tenderer shall ensure that every staff working for it undergoes a medical examination and shall produce a medical certificate of all staffs at the time of appointment and there afterwards once in every twelve months from his last such examination.

22. Registers to be maintained:

The tenderer shall maintain required registers for attendance, wages etc., and shall produce the same to the concerned authorities on demand.

23. Photo Identity Card:

- 23.1 The tenderer shall issue Photo identity card to every staff employed by him.
- 23.2 The Photo identity card shall indicate a full-face image in color, full name of the staff and the identification number of the individual to whom the Photo identity card is issued signed by the tenderer with the address.

23.3 The Photo identity card shall clearly indicate the individual's position and the date up to which the Photo-identity card is valid.

23.4 The Photo identity card shall be maintained up to date and any change in the particulars shall be entered therein.

24. Uniform:

The staff employed by the tenderer shall be on uniform on duty. The staff shall wear shoes and safety wares during operation and minor maintenance of the equipments and while carrying out shift duties.

25. The tenderer shall furnish list of workers employed by him along with their bank account details at the time of commencement of the contract and on subsequent changes if any, during contractual period. It is mandatory on the part of the agency to make payment to the workers to their Bank account only and proof of the same should be submitted in the succeeding month bill.

26. The tenderer shall make arrangement to submit attendance extract along with the monthly bill.

27. A high standard of workmanship is expected out of this agreement and therefore the tenderer shall adhere to the instructions from the officer in charge from time to time and deploy the staff with basic knowledge of Sub-station equipments required for carrying out the work.

28. The tenderer is responsible in case of missing or theft of any items in the Sub-station premises.

29. The tenderer shall inspect the Sub-station premises and obtain all the information required regarding all matters relating to work, working conditions, obstructions and hindrances that may arise etc., before submission of Bid. Ignorance of nature of works to be carried out, working conditions etc., will not be entertained at a later date.

30. The tenderer shall be responsible for assigning duties to personnel deployed, payment of minimum wages, ESI, Provident Fund as per relevant laws and other compensation

payable under the Workmen's Compensation Act or any other benefits to the staff employed by the tenderer. Karnataka Power Transmission Corporation Limited shall not be responsible for non-payment of any of the amounts to the staff of the tenderer on account of Statutory Acts applicable. In the event of failure to comply with these provisions, the same will be recovered from the Bills due to the tenderer. The tenderer shall disburse the monthly wages to its personnel deployed through Cheques or Net-Banking.

31. The tenderer shall comply with all the statutory requirements as may be applicable now and as amended from time to time which includes compliance with the Employees State Compensation Act 1948, Employees Provident Fund Act 1952, Payment of Minimum Wages Act and any other Labour Act and Amendments thereon as may be applicable from time to time. Any variation in the minimum wages including VDA payable from time to time as published by the Government of Karnataka shall be paid to the staff employed. The tenderer shall maintain necessary Register / Records as required under the aforesaid statutes and produce the same as and when required to do so by Karnataka Power Transmission Corporation Limited / Statutory Authorities.
32. The tenderer shall indemnify Karnataka Power Transmission Corporation Limited against any losses, damages or claims to the property of KPTCL or third party arising out of negligence, carelessness, and misconduct of any of the personnel of the tenderer deployed in the premises of KPTCL.
33. In the event of any money becoming due to Karnataka Power Transmission Corporation Limited from the tenderer during the currency of this contract either due to shortfall of services or due to loss or damages caused or for any other reason, Karnataka Power Transmission Corporation Limited shall be entitled to recover such amounts from the security deposit lodged with KPTCL and / or payments due to the tenderer.
34. The tenderer shall have insurance coverage to his personnel to meet against all risks including Electrical & Mechanical accidents while performing Shift duties and operations at KPTCL Sub-stations. The tenderer or his staffs are not eligible for any compensation from KPTCL in this regard. However, In case of accident, compensation

will be paid by KPTCL and the same shall be recovered from the tenderer through his pending bills.

SECTION 5

SCOPE OF WORK TO BE CARRIED OUT

1.1 The scope of work for Shift duties and operations of the following Sub-station is described below.

Name of the Sub-station:

Location of the Sub-station:

1.2 The Operation and Minor Maintenance envisages all the required tasks to ensure

- a. Maximum system availability.
- b. Most efficient, effective and optimum usage of electrical system.
- c. Enhance the life expectancy of equipments.
- d. Assisting in regular operation and minor maintenance of equipments.
- e. Compliance of safety rules and regulations.
- f. Maximum service to consumers for maintaining uninterrupted power supply.
- g. Maintenance of proper records of operation and maintenance (Log book, Registers, check list etc., shall be approved by KPTCL).

1.3 The entire shift duties and operations of the Sub-station shall be carried out under the supervision and guidance of KPTCL Engineer in charge of the Sub-station.

1.4 In addition to the above the tenderer is also responsible for the housekeeping of the entire control building, switch yard, maintenance of water supply and sanitary system.

1.5 Whenever any breaker trips due to line fault with relay indications, the relay indication shall be noted, reset & then the shift staff of the tenderer shall test charge the breaker once after a couple of minutes. If breaker re-trips, the Assistant Executive Engineer (Ele) / Electrical Safety Officer, KPTCL or any other authorized officers including the concerned O&M staff shall be intimated and await further instructions.

1.6 For issuing Line Clear (LC) and No Feed Back Certificate (NFBC), the shift staff of the tenderer shall open the Breaker and GOS at both the ends and earth the line and display LC Boards on Breakers and GOS under the supervision of KPTCL Engineers.

1.7 Shall assist the KPTCL staff in attending minor troubles in the breakers, maintenance of batteries, earthings, lubrication of equipment etc., including periodical maintenance.

2. Operations of 220kV / 110kV / 66 kV Sub-stations

2.1 Switching ON and Switching OFF of 66kV SF6 Circuit Breakers, 66kV Isolators, 11kV incoming and outgoing breakers, HT Panel, Yard Lights etc. as and when required according to load requirements, instructions from KPTCL.

2.2 Maintaining records of all the operations and records of loads such as voltage, current, power factor, frequency, connected load, energy consumption on hourly/ daily/ weekly/ fortnightly/monthly/quarterly/half yearly and yearly basis.

2.3 Maintaining records of power failures with reasons.

2.4 Observing the yard and control room continuously and reporting any problem or faults to the KPTCL which require major / minor improvements.

2.5 Maintaining system handing over and taking over charge sheets.

2.6 Current and voltage settings of feeders right from 66kV I/C line till the user end

2.7 Maintaining records of maintenance.

2.8 Changing the taps of Power Transformers as and when required.

2.9 Co-ordination with operators in KPTCL / ESCOM Sub-stations for efficient reliable operation of 66kV Sub-station.

2.10 Attending the faults and restoration of power supply without delay.

2.11 Follow permit system and maintain a permit book to facilitate system maintenance without accident / mishaps.

3. The Operation of 66 kV Switchyard, 11 kV Indoor / Outdoor Sub-Station, HT< Switch Gear and Distribution Systems involves deployment of right persons as mentioned above for operation and these persons would be responsible for the work contracted for this purpose. The main jobs will include.

a. Routine Surveillance of 66 kV Switch Yard, indoor / outdoor equipments like Control Relay Panels, Station Metering Panel, Switchyard Control Panel, AC Distribution Boards.

- b. Routine Surveillance of 66kV Switch Yard Outdoor equipments such as Power Transformers, SF6 Circuit Breakers, Isolators, Air Compressors, CTs, VTs, LAs and respective Control Panels etc., Distribution Transformers and all Indoor HT Boards and LT Distribution System.
- c. Filling up of Approved Data Sheets for the different Indoor & Outdoor equipments of 66kV Switch Yard, raising deficiency reports and communicating to Main Control Room of KPTCL and maintenance staff.
- d. Recording all tripping of breakers and other events that occur in the order of sequence with the time of occurrence correctly and record them in Log Book.
- e. Carrying out operations correctly and accurately and recording the same in the relevant Log Books.
- f. Strictly following operating instructions given by KPTCL.
- g. Observing all safety precautions and ensure safety to men and material and the equipment during the contract period.
- h. Attending to all emergencies which may arise during the contract period such as equipment failures, fire accidents, etc., shall get acquainted with the operations of all equipments covered under the contract.
- i. Attending to all Telephone calls and issue receipt message promptly.
- j. Preparing daily reports and periodic returns in the prescribed format in duplicate and submit to the concerned Engineer of KPTCL.
- k. Assuming responsibility for the equipment & other materials kept at the Sub-station area.
- l. Assuming responsibility for any damages that occur due to mal-operation of equipment and shall make good out of the loss suffered by KPTCL.
- m. To be alert and attending to all operations and events promptly without any delay.
- n. Updating of Interruptions Register, Call register, Data Book. Apart from the above, the tenderer shall carry out the checks in the document during the tenderer period daily.

- o. Ensuring routine, works of Switchyard, HT< Switch Gear & Distribution Systems.

4. Operations of 11 kV (HT)

- a. Switching ON and OFF of any feeder as and when required for maintenance and emergency purposes.
- b. Switching ON and OFF of power supply to any consumer as and when required.
- c. Cleaning / maintaining neatness of all HT yards and LT rooms in the Sub-stations.
- d. Observance for any defective Insulators, Lightning Arrestors, Cables, Transformers, AB Switches, Transformer Oil, RMUs, Feeder Cubicles, Distribution Panels, Metering cubicles etc., and informing the same to KPTCL staff.
- e. Attending the faults and restoration of power supply without delay.
- f. Switching ON and OFF of controlling switch gear at the premises.
- g. To attend any power failure / defect calls of consumers to the satisfaction of the consumers.
- h. To maintain a record of operations and minor maintenance of HT/LT service connections.
- i. To maintain additional records as required by KPTCL complying with the directions of KERC Inspectorate.

TECHNICAL AND GENERAL SPECIFICATIONS

5. TOOLS & TACKLES:

- 5.1 All tools and tackles required for the safe and satisfactory operation and minor maintenance including preventive and break down maintenance of the Sub-station and related equipment shall be provided by the tenderer. In case the tools & tackles are not provided by the tenderer, the cost towards the same shall be deducted.
- 5.2 The following tools and tackles have to be provided by the tenderer. Careful maintenance and management of these tools will be the responsibility of the tenderer.
 - 1. Set of Discharge rods (Minimum Six nos.)

2. Complete set of all sizes double ended, Ring, Tubular & Box Spanners - 2 sets.
3. Complete set of all sizes of screw drivers - 2 sets
4. Complete Tool Box - 2 nos.
5. Minimum two sets of heavy duty Rubber hand gloves of highest voltage rating available in the market - 6 nos. Helmets - 6 nos. safety belts & Safety shoes.
6. 2 nos. of heavy duty dry cell or rechargeable (without acid) torches (Visibility 50 feet).
7. Rain coats and gum boots as required.
8. First aid box.
9. 1 no. Insulation tester 5 kV capacity.
10. 1 no. Insulation tester 1 kV capacity.
11. 2 nos. Multi meter Analog & Digital.
12. Tong tester.
13. Temperature Gun.
14. Cable crimping tools of adequate capacity etc.
15. Extension Power supply boards (single phase).
16. Phase Sequence meters.

5.3 CONSUMABLES (to be supplied by the Tenderer):

Consumable for Sub-station maintenance such as cotton waste, muslin cloth, waste cloth, cleaning agents, contact spray and carbon tetra chloride, sanitizers, face mask, hand wash etc., has to be provided Monthly along with bill and certification by Engineer in-charge of Sub-station against the invoice. Further, the tenderer shall supply consumables for general housekeeping works such as phenol, broomsticks, naphthalene balls, plastic buckets and mugs etc.

5.4 SPARES (to be provided by KPTCL)

1. The spare breakers of 11kV class recommended by manufacturers of equipment installed in the Sub-station.
2. Nuts, bolts, washers of sizes used in Sub-station and other systems.
3. Fuse holders and HRC fuses, terminal links, control wires and lugs of rating used in the Sub-station and other systems.

4. The tenderer shall keep ready stock of all items/consumables for day to day maintenance/ repair works.

6. OPERATIONS:

Hourly:

1. Taking readings of all meters installed at control panel. ACDB, DCDB, Battery Charger etc.
2. Air and Gas pressures of Gas circuit breakers.
3. Oil & Winding temperatures of Transformers.
4. Taking the reading of surge arrestor counters of Lightning Arrestors,
5. Checking any sparking or flash over / hot spots in the Sub-station.

Daily:

1. Checking the operation of compressors of Circuit breaker.
2. Visual checking contacts of Isolators whether in proper position or not.
3. Checking oil levels of all bushings, Main & OLTC Conservator, CTs and PTs, etc.
4. Checking oil leakages if any for Transformers, CTs & PTs & taking appropriate action for its timely repair.
5. Checking air / gas / oil leakages if any for Circuit Breakers.
6. Checking condition of Silica gel.
7. Checking DC voltage.
8. Cleaning of premises, Control & Relay panels etc.
9. Maintaining log books and daily check list.
10. Checking Deposition of dust and dirt on Insulators.
11. Checking Locks and doors of Sub-station are in good condition.
12. Checking no leaks have developed in the roof. Ventilating systems.
13. Checking whether the heating systems are working normally.
14. Checking whether the prescribed safety aids are in place and in good order.
15. Checking whether the earthing connection is intact.
16. Checking whether the packing of cables entering and leaving the trenches or tunnels within the premises is intact.
17. Checking whether the ventilating louver is not damaged.

18. Checking whether the access roads to the oil filled devices is not obstructed.
19. Draining the air / moisture from air conservators of circuit breakers.
20. Trouble shooting and repair of Electrical circuit components in case of any abnormal conditions.

Weekly:

1. Checking Yard and control room lighting

Monthly:

1. Checking Auto/ Manual operations of OLTC.
2. Checking earthing points and their contact tighten wherever required.
3. Preparation of monthly checklist and events log for the month.

Events:

1. Logging auto / manual operations of OLTC.
2. Logging the breakdown events with relay indications etc.
3. Logging shut down events, log of operations during shut down period.
4. Logging of on /off of feeders in the 11 kV and 415V distribution system.
5. Maintaining visitors registers along with their comments and details of their visits.

7. Transformers:

Hourly:

1. Check oil & winding temperatures, check for abnormalities & record them.
2. Observe and record Load (Ampere) and Voltage. Check against rated values.
3. Visual check for overheating if any at terminal connections (Red hot) and observation for any unusual internal noises. This check must be done in each shift.

Daily:

1. Observation of oil levels in (a) main conservator tank (b) OLTC conservator (c) bushings and examining for oil leaks if any from the Transformer.
2. Checking the colour of silica gel in the breather and also oil level of the oil seal. If silica gel colour changes from its original colour by 50%, then silica gel is to be reconditioned or replaced.
3. Visual check of explosion vent diaphragm for any cracks.

Monthly:

1. Physical examination of diaphragm of vent pipe for any cracks.
2. Assisting in Cleaning of bushings, inspect for any cracks or chippings of the porcelain and checking of tightness of clamps and jumpers.
3. Assisting in Cleaning of Silica gel breather.
4. Checking of temperature alarms by shorting contacts by operating the knob.

Quarterly:

1. Assisting in Testing of main tank oil for BDV and moisture content.
2. Assisting in Testing OLTC oil for BDV & moisture content.
3. Assisting in Testing of Bucholz surge relays & low oil level trips for correct operation.
4. Assisting in Checking of all connections on the Transformer for tightness such as bushings, tank earth connection.
5. Assisting in Lubricating / greasing all moving parts of OLTC mechanism.

Yearly:

1. Assisting in Testing of oil for dissolved gas analysis, acidity, tan delta, interface tension specific resistivity.
2. Assisting in Bushing testing for tan delta.
3. Assisting in Calibration & testing of oil & winding temperature indicators.
4. Measurement of magnetizing current at normal tap and extreme taps.
5. Measurement of DC winding resistance.
6. Turns ratio test at all taps.
7. Overhaul of tap changer and mechanism.
8. Assisting in Calibration of tap position indicator.
9. Assisting in Filtration of oil or replacement of oil in main tank as well as OLTC or else when the BDV of the oil is low.
10. Assisting in changing the gaskets at all locations as and when leakage is found or the gasket is damaged.

8. SF6 Circuit Breakers:**Hourly:**

1. Check Air and Gas pressure.

Daily:

1. Check the operation of compressors / motors. Check timing and sound.
2. Check gas density in each shift.

Monthly:

1. Air cleaning with blower.
2. Cleaning of Circuit Breaker body and bushings.
3. Auxiliary contacts cleaning.
4. Tightening of nuts and bolts.
5. Checking Breaker operation (Local/Remote operation).
6. Check anti-condensation protection.
7. Check of motor control
8. Use of anti-corrosion spray where required.

Quarterly:

1. Check for SF6 leaks (Gas leakage test).
2. Assisting in Oiling and greasing of all moving parts.
3. Assisting in Functional check of trip circuit.
4. Check the settings of air and gas pressure switches.

Half-yearly:

1. Check ON/OFF Timings of Circuit Breaker poles.
2. Complete servicing, oiling and greasing of all moving parts. Replacement of any defective part.
3. Operation and control of Auxiliary circuits.
4. Recharge time of operating mechanism after specified sequence.
5. Checks on specific operations.
6. Control Circuit Insulation Checking.
7. Measurement of Humidity.

Yearly:

1. Touch up painting of Porcelain insulators wherever required.
2. Checking contact resistance of Breaker main contact.
3. Checking of circuit breaker level with spirit level.
4. Mechanism checking and lubrication to all moving parts.

5. IR values of Power and Control Circuits.
6. Assisting in Operating circuits of power consumption during operations.
7. Verification of correct rated operating sequence.
8. Checking and adjustment of Track alignment and Interlocking mechanism.

9. Lightning Arrestors

Hourly:

1. Checking the readings of surge arrestor counters.

Monthly:

1. Assisting in cleaning of porcelains Insulators.

Quarterly:

1. Removing of bird nests, if any.
2. Monitor the total leakage current (capacitive and resistive current) and resistive current.
3. Records of the number of operations of the Arrester should be maintained and if more number of operations are seen then the same should be informed to the concerned authority.

10. Isolators

Daily:

1. Visual Inspection

Monthly:

1. Clean the porcelain insulators and inspect for cracks and chip of.
2. Check for tightness of nuts and bolts. Drive tube locknuts. Drive lever and phase coupling plan bolts etc.

Quarterly:

1. Open the disconnecter and earthing switch and inspect the contacts (Wipe the contact surface with solvent).
2. Check for contact surface soundness.
3. After inspection, smear contact surface lightly with contact lubricant.

4. Check for split pins in clevis, if damaged replaces the same.
5. Lubricate all clevis pins.
6. Check contact gap 34-36 mm, if found inadequate inform KPTCL staff.

Half Yearly:

1. Check interlocks.
2. Adjust Limit switch, if it is required.
3. Assisting in below work of Main Contacts
 - i. Cleaning and lubrication of main controls
 - ii. Check Alignment.
 - iii. Main contact resistance measurement
 - iv. Tightness of nuts bolts and pins etc.
4. Cleaning of support insulators and check for insulator cracks, if any.
5. Earth Switch
 - i. Checking and Alignment of earthing blades
 - ii. Cleaning of contacts
 - iii. Checking of Contact resistance
 - iv. Operation of earthing switch.
6. Checking of aluminum Copper flexible conductor.
7. Checking of earth connections of structures and marshalling box.
8. Marshalling Box
9. Visual check of auxiliary contacts.
10. Cleaning and terminal tightness.
11. Checking of space heaters and illumination.
12. Checking of healthiness of gaskets, else replace the gaskets.

Lubricants recommended:

For Contact Surface - Clean contact surface with plain cloth and apply contact Grease.

For External drive linkage - Shell Alvania grease.

11. Current Transformers

Daily:

1. Visual Check
2. Check for Oil leakage

Monthly:

1. Clean the porcelain insulators and inspect for cracks and chip off.
2. Secondary connection of the CT should be intact.

Half yearly

1. Check the I.R. value of each Current Transformer and keep record.
2. Check the Pressure Diaphragm. If pressure diaphragm is defective, inform the same to KPTCL staff.
3. If the insulation resistance of the Current Transformer is low inform the same to KPTCL staff.
4. Attend to oil leakage in the CT. If it is due to failure of gaskets, inform the same to KPTCL staff for replacement (Gaskets should be provided by the tenderer).

12. Voltage Transformers

Daily:

1. Check Oil level and check for any leakage
2. Chattering sounds

Monthly:

1. Cleaning of Bushing
2. Check for Oil level & inform KPTCL staff when topping up of oil is required.

Half yearly:

1. Check the I.R. value of each Voltage Transformer and keep record.
2. Check the Pressure Diaphragm. If pressure diaphragm is defective, inform KPTCL staff for replacement.
3. Attend to oil leakage in the CT. If it is due to failure of gaskets, inform the same to KPTCL staff for replacement (Gaskets should be provided by the tenderer).

13. Switch Yard (all equipment including structural that are not covered elsewhere)

1. Checking the yard at periodic intervals and attend to any unusual observations, defects, sparks, loose contacts, red hot spots and loose bolts and nuts etc., and inform

the concerned authority. The records of operational persons shall also be consulted for this purpose.

2. Checking the earth resistance of earthing half-yearly.
3. Checking the Protection and control circuit of each equipment monthly.
4. Checking of operation and interlock of all equipments monthly.
5. The premises should be kept neat and clean.

14. Control & Relay Panels

Daily

1. Check for any tripping chattering in the electrical parts, abnormal noise, overheating in the panels.
2. Check whether indication lamps, annunciator lights, bell, buzzers and hooter are working.
3. Check all terminal cubicles for healthy contacts.
4. Observe the annunciation window, and if there is any alarm then inform KPTCL staff.
5. Check whether the panel is ingress protected.
6. Cleaning of relay cases of dirt etc.
7. Cleaning the panels, relay covers, blowing dust from inner side of panels.
8. Polarity of DC supply.
9. Physical checks of all wiring & connections.

Monthly:

1. Check for the proper working of all ammeters, voltmeters, relays, contactors malfunction etc.
2. Clean the panels from inside with the help of the blower/ vacuum cleaners.
3. Check all the cables for overheating, tightness of the glands, lugs & crimping.
4. Check the fuse-link & fuse holders.
5. Check the control wiring of the panel along with the controls for the proper functioning and tripping at the preset parameters.
6. Tightening of all earthing connections.

15. 11 kV Panels (66 kV MUSS):

Daily:

1. Visual inspection
2. Check whether indication lamps, selector switch, TNC, ammeter, energon meters are working.
3. Check whether all relays are functioning properly.

Quarterly:

1. Visual inspection of panels.
2. Checking of control scheme for healthiness.
3. Visual Checking of Panel Meters.
4. Checking of heater circuit & rectification if required.
5. Checking handles and doors & rectification if required.
6. Checking and ensuring the closing of all the panels/panel doors etc.
7. Checking and sealing of cable entry holes.
8. Tightening of all earthing connections.

Yearly:

1. Measurement and recording of IR values for Main Bus bar.
2. Checking of all terminations for tightness.
3. Checking of CT, PT and Relays connections for tightness.
4. Testing of all panel Relays and Meters of CT & PT.
5. Measurement of insulation resistance value of circuit breaker.
6. Measurement of breaker closing and tripping time.
7. Vacuum test.
8. Measurement of contact resistance.
9. Checking of control circuit
10. Visual inspection of earth connections and checking of tightness
11. Checking of mechanical and electrical interlocks, interlocks within the switch board to ensure proper functioning of the same.
12. Checking and sealing of cable entry holes

16. LT Panel:**Daily**

1. Visual inspection.
2. Check whether indication lamps, selector switch, TNC & all meters are working.
3. Check whether all relays are functioning properly.

Quarterly

1. Visual inspection of panels.
2. Checking and sealing of cable entry holes.
3. Checking of D.C. supply & control switchgear.
4. Checking of Indication lamps, replacement if required shall be informed to KPTCL staff.
5. Checking of Indication Meter and rectification/replacement if, required shall be informed to KPTCL staff.
6. Checking/replacement of fuses if required shall be informed to KPTCL staff.
7. Checking of Bus bar connection, tightening of nut bolts, cleaning of bus bar if, required shall be informed to KPTCL staff.
8. Cleaning and Tightening of bus bar in the bus bar chamber.
9. Tightening of all earthing connections.
10. Cleaning of the inside and outside panels using blowers and vacuum cleaner.

Yearly

1. Checking of D.C. supply & control switchgear.
2. Checking & ensuring the closing of the wall panels/panel doors including the supply of necessary material if required
3. Assisting in Cleaning of circuit breakers, lubricating the moving parts as per maintenance procedure.
4. Checking of alignment in racking mechanism of breakers for free and smooth movement of circuit breakers.
5. Checking of contact erosion of circuit breakers.
6. Checking of mechanical/ electrical interlocks, interlocks within the switchboard to ensure proper functioning of same.
7. Functional operations check of limit switches, auxiliary contacts.
8. Visual inspection of earth connections and checking of tightness.

9. Assisting in measurement of insulation and contact resistance value of circuit breakers.
10. Assisting in measurement of circuit breaker closing and tripping time.
11. Functional operations check of circuit breaker.
12. During operation, any of the items found malfunctioning must be replaced. All material will be provided by KPTCL.
13. Measurement and recording of IR values for Main Bus bar.
14. Checking of all terminations for tightness.
15. Checking of CT, PT and Relays connections for tightness.
16. Testing of all panel Relays and Meters of CT & PT.

17. CABLE NETWORK:

Monthly:

1. Visual inspection of cables.
2. Checking all cable terminals & joints for overhauling /loose connections and tightening.
3. Assisting in checking and recording of IR values of all cables with megger of suitable range.

18. EARTHING SYSTEM:

1. Checking of all earthing connections, joints and cleaning and tightening thereof.
2. Filling adequate quantity of water in earth pits.
3. Checking and recording of earth resistance of all points, pits and taking corrective action to improve it, if required.

19. METERS:

Yearly:

1. Checking of each meter (analog/digital) for its correct operation.
2. Helping RT staff in Calibration of indicating meter.

20. PROTECTIVE RELAYS

Quarterly:

1. Visual inspection and cleaning from outside.

Yearly

1. Cleaning of relay contacts
2. Checking of current/voltage setting as per recommended setting.
3. Checking of time characteristic as per recommended setting.

21. OPERATION OF 11 kV DG Sets in KPTCL

The Operation of DG Sets and DG control panels in the DG house shall be done as and when required. This includes switching ON and OFF the generator whenever power failure occurs and restored respectively. Checking of oil level, fuel level etc., changing engine oil periodically, maintaining records of generator operation in prescribed format, (log book) checking of loads connected to avoid any over loading, checking connections to generator periodically for tightness, over heating etc., reporting abnormalities.

DG sets and outgoing Panels

1. Change over during power failures to DG Sets.
2. Operation of DG Sets as per requirement.
3. Monitoring of essential parameters.
4. Carrying out the A check of DG sets.

Electrical Control Panels

1. Carry out daily operation (switch on / off) as required
2. Maintain all the necessary Log Books, Registers and records for future checks and audits.

Energy Meters

1. Note down the energy meter reading as per scheduled time and monitor the power consumption.
2. Submit daily report /log books on power consumption.
3. Keep account of the incoming materials and maintain register for the replaced meters.

22. 11kV DIESEL GENERATOR (for continuous duty and stand-by duty)

Daily (A- check):

1. Checking for Engine lubricating leaks, operation of oil heaters, engine oil level and hydraulic governor oil level.
2. Checking engine cooling for leaks and operation of coolant heaters and changing water filter.
3. Checking engine fuel for leaks.
4. Checking switchgear start switch automatic. Checking battery charging system
5. Checking engine for unusual vibrations.

Monthly:

1. Checking for Engine lubricating leaks, operation of oil heaters, engine oil level and hydraulic governor oil level.
2. Checking of engine cooling for leaks, radiator air restriction, operation of coolant heater, hose and connections, coolant level, anti-freeze and concentration of coolant, belt condition and tension.
3. Checking for leaks and air intake – air cleaner restriction.
4. Checking engine fuel for leaks and fuel level.
5. Checking exhaust for leaks, exhaust restriction and exhaust drain condensate trap.
6. Checking battery charging system, battery electrolyte level and specific gravity.
7. Checking engine for unusual vibrations.
8. Checking main generator air inlet and outlet for restriction.
9. Checking service tool availability and performance of operational load test.

Note: Engine oil change period is 300 hours.

House Keeping Work

- a) Sweeping the entire floor area of the Control room, battery room, Auxiliary room, office room of sub-station once a day in the morning and again as and when required or called for including dusting the carpets.
- b) Wet mopping the entire floor area of the Control room, battery room, Auxiliary room, office room of sub-station once a day in the morning with disinfectants and deodorants and again as and when required.
- c) Cleaning of general toilets/washbasins with disinfectants at least two times a day and again as and when called for.

- d) Dusting and cleaning of doors, windows, furniture, fixtures, glass partitions, electrical fixtures and other equipments like computer cubicles, table tops, chairs, overhead storage units, side racks, drawer boxes, filing racks, cupboards, cabinets, paper trays, flower vases, telephones etc. with wet cloth.
- e) Clearing and cleaning of dust bins/waste paper baskets once a day in the morning.
- f) Washing and cleaning of drinking water glasses, cleaning of water purifiers, once a day in the morning.
- g) Filling up of clean potable water in the water filters once a day or as and when required.
- h) Spraying of room perfumes whenever required and as directed.
- i) Sweeping and wet mopping of staircases and cleaning of stair case handrails at least twice a day and again as and when required.
- j) Sweeping of the entire yard areas in a day and again as and when required.
- k) Sweeping and wet mopping of all entrance steps twice a day and again as and when required.
- l) Pumping of water from sump tank to overhead tank as and when required.
- m) The agency shall ensure continuous supply of water at all time.
- n) Cleaning of all light fittings, ceiling/pedestal fans, tube light fittings, air conditioners etc.
- o) Removing of cobwebs.
- p) Gardening, Planting trees & Plants by the side of compound of Sub-station and watering them.
- q) Weed cleaning in the station yard, maintaining the jelly such that it is even throughout station yard, maintaining the station yard neatly.
- r) Removing of stains and spills on the table tops/floors with suitable solvents.
- s) Removal of moss, fungus and lichen from the building wall.
- t) Cleaning of rainwater drains, manholes etc.
- u) Cleaning of all terraces, chejjas and clearing of rainwater outlets etc
- v) The daily garbage shall be collected and disposed in the municipal corporation dustbin at the end of working hours.
- w) Scrap generated during renovation and repairs shall be stored till it amasses to a volume to remove by lorry/temp.
- x) The common toilet waste, pantry waste, kitchen waste etc., shall be bagged and removed at the end of the day.

- y) Maintaining small plants on both the side of the road in Sub-station.
- z) Any other work assigned by the Electrical Safety Officer from time to time.

All cleaning material including access ladder, vacuum cleaner etc., required for carrying out the operations shall be arranged by the tenderer and also arrange for soaps, phenol, disinfectants, cleaning agents, chemicals, room freshener's etc., for the use during the operations. The minimum quantity of consumables to be used per month by the tenderer for housekeeping operations shall be as shown in the Annexure-A.

SECTION 6

Conditions of Contract

A. General

1. Definitions

Amount put to Tender is the Total value of the Contract.

Bill of Quantities (BOQ) means the price for the items provided by the Contract agency which forms a part of the Tender

Completion Date is the date of completion of the Services as certified by the Employer in accordance with Sub Clause 32.1.

Contract is the contract between the Employer and the Tenderer to **provide services for carrying out shift duties and operations at 220kV / 110kV / 66kV Sub-stations.**

It consists of the documents listed in Clause 2.2 below.

Contract Data defines the documents and other information which comprises the Contract.

Contract Price is the price stated in the Letter of Intent to award in accordance with the provisions of the Contract.

Days are Calendar days; **months** are calendar months.

Defect is any part of the Works / Services not completed in accordance with the Contract.

Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

Employer is the party who will employ the Contractor to carry out the Works / Services.

Equipment is the Contractor's machinery, vehicles and tools and plants brought temporarily to the Site for performance of the contract.

Initial Contract Price is the Contract Price listed in the Employer's Letter of Intent to award.

Intended Completion Date is the date on which it is intended that the Contractor shall complete the Services. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies including consumables, used by the Contractor for performance of the contract.

Security Deposit means the Bank Guarantee (BG).

Site is the Sub-stations where services are required and defined as such in the Contract Data.

Specification means the Specification of the Works / services included in the Contract and any modification or addition made or approved by the Employer.

Start Date is date of issue Detailed Work Award (DWA) to proceed with the work.

Contractor is a person / corporate body / agency whose Tender to carry out the Works / Services has been accepted by the Employer.

Successful Bidder's Tender is the completed Tender document submitted by the Successful Bidder to the Employer.

Variation is an instruction given by the Employer which varies the Works / Services.

Works / Services are what the Contract requires the Contractor to perform, as defined in the Contract Data.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless

specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Letter of Intent to award
- (2) Agreement
- (3) DWA to proceed with the works
- (4) Successful Bidder's Tender
- (5) Contract Data
- (6) Conditions of Contract
- (7) Scope of work
- (8) General Terms and Conditions
- (9) Bill of Quantities and
- (10) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Other Utilities

The Contractor shall co-operate and share the Site with other public authorities, utilities, and the Employer.

8. Personnel

8.1 The Contractor shall employ the technical personnel (numbers, qualification and experience) as stipulated in the contract from time to time during execution of the contract. The technical staff so employed shall be available at site as may be stipulated by the Employer.

8.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9. Employer's risks

The Employer is responsible for the expected risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design / equipment.

10. Contractor's risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the expected risks are the responsibility of the Contractor.

11. Queries about the Contract Data

The Employer will clarify queries on the Contract Data.

12. Contractor to provide the services

The Contractor shall provide the services in accordance with the Specification.

13. The services to be completed by the Intended Completion Date

The Contractor may commence providing the services on the Start Date and complete them by the Intended Completion Date.

14. Safety

The Contractor shall be responsible for the safety of all activities on the Site.

15. Access to the Site

The Contractor shall allow the Employer and any person authorized by the Employer access to the Site to any place where services in connection with the Contract is being carried out or is intended to be carried out.

16. Instructions

The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B. Time Control

17. Program

17.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all the activities in the services.

17.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

18. Management meetings

18.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the performance / progress achieved and the plans for remaining services.

18.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

19. Identifying defects

The Employer shall check the Contractor's services and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

20. Correction of defects

20.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

20.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

21. Uncorrected defects

If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected and the Contractor will pay this amount.

D. Cost Control

22. Bill of Quantities (BOQ)

22.1 The BOQ shall contain items for the services to be done by the Contractor.

22.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done / personnel provided at the rate in the BOQ for each item.

23. Variations

23.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the performance of the contract.

(a) Increase or decrease of any item of services in the BOQ.

- (b) Omit any item in the BOQ.
- (c) Change the quality or kind of any item of BOQ;
- (d) Execute additional services of any kind as and when found necessary
- (e) Change in any specified sequence, methods or timing of the services.

23.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

23.3 Variations shall not be made by the Contractor without an order in writing by the Employer.

23.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

24. Payments for Variations

24.1 Payment for increase in the quantities of personnel upto 25% in excess of the tendered quantity shall also be paid by the Contractor at the rate derived from the Schedule of Minimum Wages notified by GoK (applicable for the area of the work and current at the time of award of contract).

24.2 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for personnel falling under this Clause.

25. Submission of bills for payment

25.1 The Contractor shall submit to the Employer monthly bills of the value of the services provided.

25.2 The Employer shall check the Contractor's bill and determine value of the bill.

26. Payments

Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay monthly bills to the Contractor by the 3rd week of submission of bill.

27. Tax

The Value of Tender is inclusive of GST and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

28. Liquidated damages

The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for non-performance of services as stipulated in the Contract. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

29. Cost of repairs

Loss or damage to the Sub-station equipments due to negligence of the Contractor, shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Completion of the Contract

30. Performance Certificate

The Contractor shall request the Employer to issue a Performance Certificate of the Contract and the Employer will do so upon deciding that the Contract is completed.

31. Final account

The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer

shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

32. Termination

32.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental Breach of the Contract.

32.2 Fundamental Breach of Contract includes, but shall not be limited to the following:

- a) the Contractor stops providing services as stipulated, when no stoppage is shown on the current Program and the stoppage has not been authorized by the Employer;
- b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- c) a payment due to the Contractor is not paid by the Employer within 90 days of the date of submission of the Bill by Contractor;
- d) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
- e) the Contractor has delayed performance of the contract by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tendering process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a tendering process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

32.3 When either party to the Contract gives notice of a Breach of Contract to the Employer for a cause other than those listed under Sub Clause 32.2 above, the Employer shall decide whether the Breach is fundamental or not.

32.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

32.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

33. Payment upon Termination

33.1 If the Contract is terminated because of a fundamental Breach of Contract by the Contractor, the Employer shall prepare bill for the value of the services provided less advance payments received up to the date of the bill, less other recoveries due in terms of the contract as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

33.2 If the Contract is terminated at the Employer's convenience or because of a fundamental Breach of Contract by the Employer, the Employer shall prepare bill for the value of the services provided, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the services, and the Contractor's costs of protecting and securing the services and less advance payments received up to the date of the certificate and less other recoveries due in terms of the contract as per applicable law and make payment accordingly.

34. Property

All materials on the Site, Plant, Sub-station Equipment and Temporary Works are deemed to be the property of the Employer.

F. Special Conditions of Contract

35. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

- 36.** During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications / Bye laws / Acts / Rules / Regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have the right to recover from the Contractor any sum required or estimated to be required for making good out of the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

- 37.** The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the Contractor and his staffs shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

38. The Contractor shall monitor the activities of the staffs provided by him and ensure that the staffs behavior is good and well-mannered while working in the Sub-station.

SECTION 7
CONTRACT DATA

The following documents are also part of the Contract:

The Employer is:

Name : **Superintending Engineer (Ele)**

Address : _____ **Transmission Circle, KPTCL.**

Name of authorized Representative: **Executive Engineer (Ele), _____ TL & SS Division**

The name and identification number of the Contract is

Providing services for carrying out shift duties and operations at 220kV / 110kV / 66kV

Sub-stations located at _____, _____, _____, _____

KPTCL/_____ dated
[insert name and number as indicated in the Invitation for Tenders]

The Works consist of **Providing services for carrying out shift duties and operations at 220kV / 110kV / 66kV Sub-stations located at _____, _____, _____, _____**

[brief summary, including relationship to other contracts under the Project]

The start date shall be the date of issue of DWA to proceed with the work.

The Intended Completion Date for the whole of the Works is **Twenty Four months.**

The following documents also form part of the Contract:

The Site Possession Date is: _____

The Site is located at _____

The Defects Liability Period is _____

The liquidated damages for the whole of the works is _____/-per day, a penalty at the rate of ½ % per week subject to maximum of 10% will be deducted from the total amount of monthly bill to be paid to the tenderer.

The maximum amount of liquidated damages for the whole of the works is 10% of final contract price.

The following event shall also be fundamental Breach of the Contract:

1. The Contractor has contravened Clause 8 of Section-IV.

In such event of not completing the work, the percentage to be applied to the value of work at the Employer's additional cost for completing the Works / Services shall be 30 percent.

SECTION-8

Annual Contract Price

(To be filled up and submitted separately along with the Financial Proposal Standard Form)

Providing services for carrying out shift duties and operations at 220kV / 110kV / 66kV Sub-stations

Sl. No.	Particulars	"Service Charges" as Percentage of Annual Contract Price
1	The tenderer shall quote service charges as percentage of value of Annual Tender provided that the service charges shall be between 5% to 10% only else such a bid will be rejected.	

Note:

In case more than one tenderer emerge as L1 (Lowest Tenderer), the decision to pick the bid winner shall be taken by random "draw of lots" among all such L1 tenderers. Accordingly, the tenderer whose name emerges in the draw of lots shall be declared 'the bid winner'.

Signature of the Tenderer

Annexure - I

Sl. No.	Name of the Sub-Station	No. of Shift Engineers Grade-I	No. of Shift Engineers Grade-II	No. of O&M Helpers	No. of House Keeping	Total no. of Personnel	Fixed Amount for shift duties and operations of S/S per annum (in Rs.)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

Note:

1. The no. of personnel for each Sub-station may be furnished based on the requirement.
2. The Fixed Amount for minor maintenance of Sub-station per annum is calculated as per Annexure II & III for 220kV & 110/66 kV Sub-stations respectively.

Annexure – II

KARNATAKA POWER TRANSMISSION CORPORATION LIMITED

Estimate for Providing services for carrying out shift duties and operations at 220kV Sub-stations located at _____.

Sl. No.	Particulars	No.	Rate in Rs.	Amount in Rs.
	<i>As per Minimum Wages of GoK 2023-24</i>			
1	Shift Engineers Grade-I			
	Basic + VDA			18261.00
	ESI contribution @ 3.25%			593.48
	PF contribution @ 13.00%			2373.93
	Sub Total			21228.41
	Service charges @ 5%			1061.42
	Total			22289.83
	CGST @ 9%			2006.08
	SGST @ 9%			2006.08
	Total per person			26302.00
		4	105208.01	105208.01
2	Shift Engineers Grade-II			
	Basic + VDA			16858.00
	ESI contribution @ 3.25%			547.89
	PF contribution @ 13.00%			2191.54
	Sub Total			19597.43
	Service charges @ 5%			979.87
	Total			20577.30
	CGST @ 9%			1851.96
	SGST @ 9%			1851.96
	Total per person			24281.21
		4	97124.84	97124.84
3	Shift Operation & Maintenance Helper			
	Basic + VDA			15584.00
	ESI contribution @ 3.25%			506.48
	PF contribution @ 13.00%			2025.92
	Sub Total			18116.40
	Service charges @ 5%			905.82
	Total			19022.22
	CGST @ 9%			1712.00
	SGST @ 9%			1712.00
	Total per person			22446.22
		8	179569.76	179569.76

Sl. No.	Particulars	No.	Rate in Rs.	Amount in Rs.
4	Housekeeping Service			
	Basic + VDA			14425.00
	ESI contribution @ 3.25%			468.81
	PF contribution @ 13.00%			1875.25
	Sub Total			16769.06
	Service charges @ 5%			838.45
	Total			17607.52
	CGST @ 9%			1584.68
	SGST @ 9%			1584.68
	Total per person	1	20776.87	20776.87
5	Total cost per month per Sub-Station			402679.48
6	Consumables, Tools & Tackles etc., @ 0.5% per month			2013.40
7	Total cost of services for 12 months			4856314.48
8	Charges towards Uniform, Shoes & ID Card (Rs. 3000 / personnel / year)	Lumpsum	17	51000.00
9	Total cost of Services for One year including Service charges, Charges towards Uniform, Shoes, ID Card, Consumables etc.,			4907314.48

Note:

1. The minimum wages, EPF, ESI & GST amount shall be considered as per the latest Circulars issued from GoK/KPTCL from time to time.

2. The Chief Engineer, Transmission Zone shall quantify the list of consumable materials and charges required for minor maintenance of Sub-station coming under their jurisdiction duly conducting a meeting with the concerned Superintending Engineers of Transmission Circles to have uniformity.

Annexure - III

KARNATAKA POWER TRANSMISSION CORPORATION LIMITED

Estimate for Providing services for carrying out shift duties and operations at 110kV / 66kV
Sub-stations located at _____.

Sl. No.	Particulars		No.	Rate in Rs.	Amount in Rs.
	<i>As per Minimum Wages of GoK 2023-24</i>				
1	Shift Engineers Grade-II				
	Basic + VDA	16858.00			
	ESI contribution @ 3.25%	547.89			
	PF contribution @ 13.00%	2191.54			
	Sub Total	19597.43			
	Service charges @ 5%	979.87			
	Total	20577.30			
	CGST @ 9%	1851.96			
	SGST @ 9%	1851.96			
	Total per person	24281.21	4	97124.84	97124.84
2	Shift Operation & Maintenance Helper				
	Basic + VDA	15584.00			
	ESI contribution @ 3.25%	506.48			
	PF contribution @ 13.00%	2025.92			
	Sub Total	18116.40			
	Service charges @ 5%	905.82			
	Total	19022.22			
	CGST @ 9%	1712.00			
	SGST @ 9%	1712.00			
	Total per person	22446.22	4	89784.88	89784.88

3	Housekeeping Service			
	Basic + VDA	14425.00		
	ESI contribution @ 3.25%	468.81		
	PF contribution @ 13.00%	1875.25		
	Sub Total	16769.06		
	Service charges @ 5%	838.45		
	Total	17607.52		
	CGST @ 9%	1584.68		
	SGST @ 9%	1584.68		
	Total per person	20776.87	1	20776.87
4	Total cost per month per Sub-Station			207686.59
5	Consumables, Tools & Tackles etc., @ 0.5% per month			1038.43
6	Total cost of services for 12 months			2504700.22
7	Charges towards Uniform, Shoes & ID Card (Rs. 3000 / personnel / year)	Lumpsum	9	27000.00
8	Total cost of Services for One year including Service charges, Charges towards Uniform, Shoes, ID Card, Consumables etc.,			2531700.22

Note:

1. The minimum wages, EPF, ESI & GST amount shall be considered as per the latest Circulars issued from GoK/KPTCL from time to time.

2. The Chief Engineer, Transmission Zone shall quantify the list of consumable materials and charges required for minor maintenance of Sub-station coming under their jurisdiction duly conducting a meeting with the concerned Superintending Engineers of Transmission Circles to have uniformity.

SECTION 9

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor]
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____
dated _____ to execute _____ [name of Contract and
brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ [amount of
guarantee] Rupees _____ [in
words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of
guarantee]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Annexure-A

SI No	Materials	Quantity

