

# **BID DOCUMENT FOR**

## **OPERATION & MAINTENANCE OF 2.5 MW (1.25 MW x 2 Nos.) CAPACITY SOGI WIND FARM SITE AT SOGI VILLAGE, HUVINAHADAGALI TALUK, VIJAYANAGARA DISTRICT.**

**Tender Notification No: KRED/08/SOGI-O&M/F-197(Vol.5)/2022/2889**

**Date:29-12-2022**



**Date: 29-December-2022**

### **Karnataka Renewable Energy Development Limited**

*(A Government of Karnataka Undertaking)*

Corporate Office, # 6/13/1, 10<sup>th</sup> Block, 2<sup>nd</sup> Stage,  
Nagarabhavi, Bengaluru-560 072.

Tel: 080-22282220/22207851, Fax: 080-22257399

E-mail: kredlmd@gmail.com website: <http://kredl.karnataka.gov.in>

## DISCLAIMER

1. Though adequate care has been taken while preparing the bid document, the contractor(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective contractors to the office of KREDL immediately. If no intimation is received from any contractor within 10 (Ten) days from the date of issuance of bid documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the contractor(s).
2. Karnataka Renewable Energy Development Limited (KREDL) reserves the right to modify, amend or supplement this document.
3. This bid document has been prepared in good faith, and on best endeavor basis. Neither KREDL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. In case of any discrepancy in the documents uploaded in the website of e-procurement, the documents uploaded on the e-procurement website will prevail.

Place: Bengaluru

Date: 29-12-2022

## BIDINFORMATION SHEET

The brief details of the bid areas under:

<b>(A)</b>	<b>Brief Scope of Work/Job</b>	<p>I. Operation and Maintenance of 2 Nos. of 1250 kW capacity Wind Turbine Generators of Suzlon make and related equipment's of transformer, Breaker, CT, PT, GoS, Energy Meter, Switchyard and Metering Cubical maintenance at Sogi village, Huvinahadagali taluk, Ballari district (Now, Vijayanagara district).</p> <p>II. Maintenance of Control Room.</p> <p>III. Maintenance of 33 kV transmission line from WTG Plant to main metering yard at New Guest house of KREDL of distance about 1 KM.</p> <p>IV. Maintaining the existing water supply bore well.</p> <p>V. Maintenance of Connecting Internal Roads of 2.5 MW capacity WTG yard.</p> <p>VI. Maintenance of Guest House and O &amp; M staff building.</p> <p>For a period of 36 months from the date of signing of contract agreement with KREDL.</p>				
<b>(B)</b>	<b>Bid No. &amp; Date</b>	KREDL/08/SOGI-O&M/F-197(Vol.5)/2022/2889      Date:29-12-2022				
<b>(C)</b>	<b>Type of Bidding System</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">SINGLE BID SYSTEM</td> <td style="width: 40%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td> <td style="text-align: center;"><input type="checkbox"/> YES</td> </tr> </table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	<input type="checkbox"/> YES
SINGLE BID SYSTEM	<input type="checkbox"/>					
TWO BID SYSTEM	<input type="checkbox"/> YES					
<b>(D)</b>	<b>Type of Bid</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">E-TENDER</td> <td style="width: 40%; text-align: center;"><input type="checkbox"/> YES</td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	E-TENDER	<input type="checkbox"/> YES	MANUAL	<input type="checkbox"/>
E-TENDER	<input type="checkbox"/> YES					
MANUAL	<input type="checkbox"/>					
<b>(E)</b>	<b>Contract Period</b>	36 months from the date of signing of contract agreement with KREDL				

(F)	<b>Amount Put to Bid</b>	Rs. 60,00,000/-	
(G)	<b>EMD@2% of Amount Put to Bid</b>	PAY AT E-PORTAL	<input type="checkbox"/> YES
		PAY MANUAL	<input type="checkbox"/>
(H)	<b>Performance Bank Guarantee @ 5% of Contract value</b>	APPLICABLE	<input type="checkbox"/> YES
		NOT APPLICABLE	<input type="checkbox"/>
(I)	<b>Date, Time &amp; Venue of Pre Bid Opening</b>	Schedule as per NIT on e-procurement portal	
(J)	<b>Online Bid Submission Last Date</b>	13-01-2023 BEFORE 15.00 HRS	
(K)	<b>Techno Commercial Bid Opening</b>	18-01-2023 AT 11.00 HRS	
(L)	<b>Financial Bid Opening</b>	It will be intimated to Responsive Contractors	
(M)	<b>Contact Details of E-Procurement Portal</b>	<a href="http://eproc.karnataka.gov.in">http://eproc.karnataka.gov.in</a> Helpdesk No: +91-8046010000, +91-8068948777 E-Mail support[at]eprochelpdesk[dot]com (FROM 10:00 HRS TO 17:30 HRS ON ALL WORKING DAYS)	
(N)	<b>Details of Persons to be Contacted in Case of any Assistance Required</b>	Asst. General Manager Wind Section, KREDL Mobile: 96637 81230	

1. Bids must be submitted strictly in accordance with Section-1 and 2 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.

2. Contractors are required to quote strictly as per terms and conditions of the RfS

documents and not to stipulate any deviations/ exceptions.

3. Any contractor, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from e-procurement portal (<https://eproc.karnataka.gov.in>) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
4. The Managing Director, KREDL reserves the right to accept/reject any or all the bids without assigning any reason thereof.
5. KREDL is not responsible for any issue of server problems of e-portal or payment of EMD in e-portal.
6. Clarification(s)/ Corrigendum(s), if any, shall also be available on the above-referred websites.

**Contractors are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites <https://eproc.karnataka.gov.in> No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated and the details will be available only from <https://eproc.karnataka.gov.in>**

**Remarks:** If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. Other details can be seen in the bidding documents.

Sd/-  
Assistant General Manager  
Wind Section

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# **SECTION-I**

## **INTRODUCTION & INVITATION TO CONTRACTOR**

## INTRODUCTION & INVITATION TO CONTRACTOR

### **Background:**

- a) Karnataka Renewable Energy Development Ltd. (“Authority”/ “KREDL”) incorporated under the Companies Act- 1956, is facilitating the development of renewable energy in the State of Karnataka.
- b) The 2.5 MW capacity wind farm was commissioned by Karnataka Renewable Energy Development Limited, as a demonstration project, near Sogi village in Huvinahadagali taluk of Ballari district (Now, Vijayanagara district) in Karnataka State.
- c) Two WTGs of 1250 KW each of “M/s. Suzlon” make were installed and commissioned during 2004-05. These WTGs were manufactured, supplied, erected and commissioned by M/s. Suzlon Infrastructure Services Limited, the Original supplier. The power generated from this wind farm is evacuating through a dedicated 33 KV SC line to Suzlon Pooling Station, about 5 KM from the wind farm.
- d) The office cum master control room, O & M staff building is also located at the wind farm. Approach road to the wind farm and internal roads within the wind farm are also available. A bore well and a pump set have been installed to provide water supply to the existing wind farm.

### **Details of E-Tender Notice:**

E-Tender is invited under two cover system duly uploaded by the manufacturers of wind turbine generators, registered in RLMM list of MNRE, who have adequate financial resources OR past experience for operation and maintenance of wind power plants in the previous five years.

#### **1. Scope of Work:**

- I. Maintenance Work: Operation and Maintenance of 2 Nos. of 1250 kW capacity Wind Turbine Generators of Suzlon make and related equipments of transformer, Breaker, CT, PT, GoS, Energy Meter, Switchyard and Metering Cubical at Sogi village, Huvinahadagali taluk, Ballari district (Now, Vijayanagara district).
- II. Maintenance of Control Room.
- III. Maintenance of 33 kV transmission line from WTG Plant to main metering yard at New Guest house of KREDL of distance about 1 KM.



IV. Maintaining the existing water supply bore well.

V. Maintenance of Connecting Internal Roads of 2.5 MW capacity WTG yard.

VI. Maintenance of Guest House and O & M staff building.

For a period of 36 months from the date of signing of contract agreement with KREDL.

2. The bid validity shall be of **ninety (90)** days from the date of submission of bid. If any contractor withdraws, his bid before the said period or makes any modifications in the terms and the conditions of the tender, which are not acceptable to the KREDL then the KREDL shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD of the contractors.
3. Uploaded tender by the Agency implies that all the conditions of contract have been read and aware of the scope of the service.
4. Bids not submitted in the prescribed form will be rejected. Bid, which proposes any alterations in the service specified or containing other conditions of any sort will be rejected.
5. The contractor shall abide by the provisions of Employees Provident Fund & Miscellaneous Provisions Act & Rules there under, ESI Act, the Contract Labor (R&A) Act, Workmen's Compensation Act etc.
6. Security Deposit/Performance BG: The successful contractor has to submit five percent (5%) of the contract value as Security Deposit in the form of Bank Guarantee.
7. The successful contractor is liable to comply with all laws applicable, including labor laws, more particularly it shall pay compensation to its workmen for any injury caused during the course of employment as per the "Workmen's Compensation Act" in force, failing which, the employer may deduct the compensation amount at its discretion from bills and paid to the injured person.
8. The successful contractor shall attend the office on a date fixed and intimated to him for executing agreement etc. failure on the part of the successful contractor to execute the contract agreement within 20 days from the receipt of written communication of letter of acceptance to this effect, will leads to rejection of tender and forfeiture of EMD.
9. Applicable GST and taxes, as per the rules in force will be deducted from the bills payable to the agency.
10. Final acceptance of the tender rests with the Managing Director, KREDL, who reserves the right to accept or reject any or all Bid without assigning any reason thereof.

11. Earnest Money Deposit paid by the unsuccessful contractors and Non Responsive contractors will be returned after the issue of LoA to successful contractor.
12. EMD of the successful contractor will be released after issue of Detail Work Award (DWA) for this work.

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# **SECTION-II**

## **INFORMATION / INSTRUCTIONS TO CONTRACTOR**

## INFORMATION / INSTRUCTIONS TO CONTRACTOR

### 1. Invitations for bids:

*KARNATAKA RENEWABLE ENERGY DEVELOPMENT LTD. (KREDL)*, Corporate Office, Bengaluru-560 072, invites electronic bids from eligible contractors for the work of Operation and Maintenance of 2 Nos. of 1250 kW capacity Wind Turbine Generators of Suzlon make and related equipment's of transformer, Breaker, CT, PT, GoS, Energy Meter, Switchyard and Metering Cubical at Sogi village, Huvinahadagali taluk, Ballari district (Now, Vijayanagara district) as per the technical specifications and terms & conditions specified in the tender document.

### 2. Details of Operation and Maintenance Work:

Operation & Maintenance of Two Nos. of WTGs of 1250 kW Suzlon make, installed near Sogi village in Huvinahadagali taluk of Ballari (now, Vijayanagara) district in Karnataka State.

#### 2.1 Operation:

- 2.1.1 Two Nos. of Wind Turbine Generators (WTGs) of capacity 1250 kW each and all other connected equipments.
- 2.1.2 Electric system consisting of all necessary transformers, switch gears and 33 KV power evacuation inside the wind farm with all connected equipments and auxiliary equipments.
- 2.1.3 All necessary control and protection system includes the 2 WTGs, 33 kV transformer yard, 33 kV internal overhead lines, metering points etc. complete in all respect up to power evacuation and metering cubical.
- 2.1.4 Successful contractor shall operate two WTGs of 1250 kW capacity each along with internal overhead lines near the WTG with Step up and Station Transformers, VCBs metering points in proper condition and to operate the WTGs as per the standard practice of manufacturer. The contractor has to provide minimum 95% wind farm machine availability guarantee on **Annual basis as per clause no. 2.1.5 (i & ii)**. Contractor will compensate to KREDL if 95% Wind Farm availability on annual basis could not be achieved due to will-full default on part of successful contractor.

If any penalty due to any short fall in achieving 95% wind farm availability may be deducted in last quarter Operation & Maintenance bill.

2.1.5 The Performance Guarantee Parameters to be achieved during O&M period post stabilization period of 1 month shall be as detailed hereunder;

i. **Machine Availability Guarantee:**

The Contractor shall guarantee machine availability of 95% per year for the WTG (post stabilization period). In case the annual average machine availability of the WTG falls below 95%, then the contractor shall compensate KREDL with an amount @ 2% of the annual O & M service charges for every 0.5% of shortfall below 95% of machine availability subject to maximum 10% of the contract price.

ii. **MACHINE AVAILABILITY** shall mean the ratio of the actual number of annual hours for which the WTG is in a state of complete readiness to generate Power subject to the Grid availability, wind availability, and all other parameters referred hereunder, to the total number of hours available annually (i.e., 8760 Hours). Machine Availability shall be calculated as follows.

$$\% \text{ Machine Availability} = (\text{Recorded hours}) * 100 / [8760 - (\text{GF} + \text{FM} + \text{S} + \text{U})]$$

Where, Recorded hours= No. of hours WTG Run

8760= Total number hours for a machine in a year (i.e., 24 x 365 days)

GF = Grid Failure hours (Other than scheduled or breakdown hrs.)

FM = Force Majeure hours

S = Scheduled Maintenance Hours for a machine (approximate maintenance hours may be mentioned)

U = Breakdown Maintenance Hours for a machine.

However, this 95% wind farm availability may exclude Grid Failure hours, Force Majeure hours, scheduled maintenance hours and Breakdown maintenance hours and will not be applicable during such months when wind farm is taken for preventive maintenance.

2.1.6 Successful contractor shall provide its services by deploying sufficient no. of operators per shift for day to day operation of the WTGs which includes providing twenty-four hours (24 Hours) maintaining of the WTGs, maintaining necessary works correctly in respect to the daily performance of the WTGs, preparing daily and sending generation reports, and monthly performance reports and details on break down of WTGs. These records shall be made available to KREDL for verification as and when required.

2.1.7 Successful contractor shall provide any other services required for smooth and efficient Operation of the WTGs, other than specified as above.

2.1.8 During the tenure of the contract, successful contractor shall maintain the required manpower and security persons on shift basis round the clock at Sogi Wind Project and shall have sufficient quantity of tools and tackles and safety equipment required for the operation of the WTGs.

2.1.9 Successful contractor shall maintain the office cum master control room, O & M staff building, Guesthouse, approach road to the wind farm and internal roads within the wind farm and up to power evacuation complete in all respect. Also, a bore well and a pump set to provide water supply to the existing wind farm.

## 2.2 **Maintenance:**

During the contract period, the successful contractor shall undertake the responsibility to keep the two WTGs of 1250 KW each and all connected equipment's in good and proper running condition and shall render the following services.

2.2.1 All maintenance checks shall be carried out on a regular basis. All systems, Control panels, Transformers, electrical switchyard shall be checked regularly at an interval of 15 days.

2.2.2 Maintenance shall be carried out at regular interval with quality lubricants. The supply of lubricants and all other spares required for maintenance is in the scope of contractor. The maintenance shall be carried out by well-trained service personnel with proper and calibrated tools.

2.2.3 Re-torqueing of tower bolts and nuts shall be done as and when required, based on observation during regular maintenance checks. During regular maintenance works also, re-torqueing of tower bolts and nuts shall be done.

2.2.4 All break down calls from the operator at wind farm shall be attended immediately.

2.2.5 Supply of all spare parts required for maintaining of two WTGs of 1250 kW each, all associated equipments in good and proper running condition is in the scope of the contractor. The contractor shall maintain buffer stock of the spares required for routine maintenance, break down maintenance and preventive maintenance at the site office. Replacement of defective/damaged components shall be done from buffer stock available at the site office.

2.2.6 WTG and other equipment spares and consumable items have to be procured by contractor required for 3 years O&M period.

2.2.7 Replacement of Gearbox oil shall be done once in 12 months. Purchase of Gearbox oil is in the scope of contractor.

- 2.2.8 During the maintenance, if there is a need, the parameters of the system shall be adjusted.
- 2.2.9 In case of any major break down, KREDL shall be informed with the cause of the damage and the likely period of repair with valid reasons immediately.
- 2.2.10 The maintenance work also includes:
- (i) KPTCL/ESCOM's liasoning works,
  - (ii) Assistance during inspection of Electrical Inspector,
  - (iii) Crane hiring for maintenance works is in the scope of contractor.
  - (iv) Servicing of proprietary items like Transformers, Metering Set, Energy Meter etc., Any repairs to be carried out on these proprietary items, including oil filling etc., and
  - (v) Any assistance requires for attending any fault replacement of any defective/damaged part in the transmission line from wind farm to sub-station, including terminal bay at substation shall also be provided by the contractor.
- 2.2.11 The contractor shall insure the policy on yearly basis for the wind plant and pay the necessary premium on re-imburement basis from KREDL.
- 2.2.12 Any disputes under the contract are subject to Bengaluru jurisdictions only.
- 2.2.13 The WIGs are to be kept under operation and any manual shutdown must be brought to the notice of the Managing Director, KREDL or Authorized persons of KREDL.
- 2.2.14 Inspection of the electrical cabinet, gearbox, generators, yaw system and brake has to be done periodically and any defect has to be rectified immediately. The blades and blade pitching has to be assessed. Examining and tightening bolts has to be done. Surveying the tower foundation has to be made. Measuring oil and lubrication levels, sampling and if necessary, replacing to be done.

### **3. Eligibility Criteria for the Contractor:**

#### **3.1 General Eligibility Criteria:**

Bidder shall be:

- a. A company incorporated under the Companies Act 1956/2013 including any amendment thereto;
- b. The bidder should have valid **GST registration** certificate and PAN card. copies of the same have to be uploaded.

- c. The bidder shall be WTG manufacturer registered in the latest RLMM list published by MNRE from time to time or the bidder shall be O&M service provider for wind power project having past experience in the previous Five years (2017-18 to 2021-22).
- d. The bidder should engage electrical contractor having license of minimum class-1 grade for electrical works in Karnataka or any other state.
- e. The bidder should have not been debarred / blacklisted by any Govt. Depts. / organization / PSU"s / institutions/ agencies/ autonomous Organizations. If any contractor provides false information, regarding debarred / blacklisted or conceals the facts. In this regard, Nodal agency reserves the right to forfeit EMD/Performance Bank Guarantee of the contractor. In this regard, self-declaration shall be submitted/up loaded.
- f. Companies of LLP, LLC, Joint Venture, Proprietorship and Partnership firms are not allowed to participate in this tender.

### 3.2 Technical Eligibility Criteria:

Types of Contractor	In case of Wind Plant O&M Provider	In case of WTG manufacturers
Technical Experience	<p>a) The bidder shall be service provider of operation and maintenance of wind power plants having past experience in the previous five years (2017-18 to 2021-22).</p> <p>b) In the last 5 years (2017-18 to 2021-22) in any financial year, the bidder should have executed the works of Operation and Maintenance of Wind Energy Generators along with other connected equipments to an extent of amount put to tender.</p>	<p>a) The bidder shall be manufacturers of wind turbine generators, registered in latest RLMM list published by MNRE from time to time.</p> <p>b) The bidder should have designed, supplied, erected and commissioned wind power plants for an aggregate capacity of at least 2.5 MW at single or multiple locations. The offered WTG (model, make, etc) should have been in continuous operation for at least one year as on the date of submission of the bid.</p>
Documents to be uploaded as proof of technical experience	c) The supported documents relevant to meet the technical criteria of <b>Annexure-1</b> shall be submitted.	c) The supporting documents relevant to meet the technical criteria of (b) work award copies shall be submitted.



### 3.3 Financial Eligibility Criteria:

- 3.3.1 The bidder should have achieved a minimum average annual turnover of Rs.60,00,000/- (Rs. Sixty lakhs) in any two financial years in previous five proceeding financial years, i.e., 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.
- 3.3.2 The contractors shall upload audited balance sheet and profit & loss statement of applicable years issued from chartered accountant duly signed for verification of annual turnover i.e., between 2017-18 to 2021-22 as per **Annexure-2**.
- 3.3.3 The contractor should have positive minimum net worth of 30% of the amount put to tender as on 31<sup>st</sup> March 2022. In this regard, certificate fulfilling the required financial criteria in the name of contractor duly certified by practicing Chartered Accountant shall be submitted as per **Annexure-3**.
- 3.3.4 All contractor shall provide the requested information accurately and sufficiently in detail.

### 4. Description of Bidding Process.

- (i) The KREDL invites bids from eligible "bidders", for selection of contractor for award of the contract.
- (ii) The bids are invited and to be submitted through e-tendering on e-procurement portal only. The bid notification, bidding documents are available on "<http://eproc.karnataka.gov.in>".

#### 4.1 Obtaining Bid document:

The tender documents can be downloaded through e-procurement portal only.

#### 4.2 Bid due date for submission: As per NIT Schedule of events.

4.3 KREDL is not responsible for any Bank online problems and e portal for submission of EMD by contractors in e-procurement portal.

#### 4.4 Commercial Terms & conditions:

- i. **Bid Prices:** The Bid Prices are in Indian Rupees and it should indicate the Operation and Maintenance of 2 Nos. of 1250 kW capacity Wind Turbine Generators of Suzlon make and related equipment of transformer, Breaker, CT, PT, GoS, Energy Meter, Switchyard and Metering Cubical, Maintenance of control room etc., and bid prices are firm throughout the contract period.
- ii. **Tax & Duties etc:** Applicable as per GST Rule.

## 5. Bid Security:

### 5.1 Bid Security/Earnest Money Deposit

- a) Bids shall be accompanied by bid security/(EMD) for an amount of Rs.1,20,000/- (Rs. One lakh twenty thousand only) through e-procurement portal only.
- b) The Earnest Money Deposit (EMD) shall be paid within the due date of bid submission.
- c) Government/Quasi Government/Public Sector Undertakings are not exempted from furnishing the Bid security/EMD.
- d) Earnest Money Deposit paid by the unsuccessful contractors and Non Responsive contractors will be returned after the issue of LoA to successful contractor.
- e) EMD of the successful contractor will be released after issue of Detailed Work Award for this work.
- f) The deposit towards EMD shall not carry any interest.
- g) The bid security Earnest Money Deposit may be forfeited: when,
  - i. If the contractor withdraws their bids after opening of tender, during the period of tender validity.
  - ii. If the contractor does not accept the correction of the Tender Price, or
  - iii. In the case of a successful contractor,
    - Fails to Sign the Agreement within the specified time
    - Fails to Furnish the required Security deposit

### 5.2 Security Deposit/Performance BG

- i. The successful contractor has to submit Five percent (5%) of the contract value as Security Deposit in the form of Bank Guarantee from the **Nationalized Banks / RBI approved** Schedule Commercial Banks within **15 days from the date of issue of LOA**. The PBG should be valid for a period of 38 months (**36months warranty + 2 months claim period**) from the date of LOA. The Successful contractor has to execute the Contract Agreement with the KREDL within **20 days** from the date of LOA. After executing the contract agreement within time schedule. A Detailed Work Award (DWA) will be issued after fulfilling the above formalities.

- ii. This security deposit PBG will be released after successful completion of O&M works of 3 years as per tender scope.
- iii. This Bank Guarantee will be forfeited in case the successful contractor does not take up the O&M works as per the tender conditions.
- iv. In case the successful contractor fails to respond to submit security deposit BG within 15days and not executed the agreement within the stipulated time of 20 (Twenty) days, the LOA will be cancelled and EMD will be forfeited.

### 5.3 E-payment modes for Earnest Money Deposit (EMD)

The Contractor shall pay Bid Security/EMD amount of Rs.1,20,000/- (Rs. One lakh Twenty thousand only) through E-Procurement portal only.

#### **Note:**

- i. Please note that payment submitted through cheque or demand draft shall not be accepted for this project.
- ii. KREDL shall not be held responsible in case of failure on part of the Contractor to furnish the Bid Security through e-procurement Website or for rejection of Bids by e-procurement for whatsoever reasons. No correspondence shall be entertained by KREDL in this regard.
- iii. In e-procurement portal, contractor has the option of withdrawing the bid by digitally signing to **“withdraw/cancel bid”** before the bid submission date/time.
- iv. For further details regarding e-payment, please refer to E-Procurement website.
- v. Support Timings: (10.00 am to 5.00 pm)
- vi. Help Desk No: +91-8046010000, +91-8068948777,  
e-mail: support(at)eprochelpdesk(dot)com

(FROM 10:00 HRS TO 17:30 HRS ON ALL WORKING DAYS)

### 5.4 Language of the Bids:

The bid submitted by the contractor and all correspondence and documents relating to the bid shall be written in the English language.

### 5.5 Mode of submission of bids and documents to be uploaded on the e-procurement portal separately Part-I & Part-II:

**Part -I: “Techno-Commercial Bid” in electronic mode to be uploaded with the following documents duly signed with seal by authorized personnel and the scanned**

copy of the same shall be uploaded on the e-procurement portal as **Part-I: Techno Commercial- Key Submissions**

- a) The bidder shall upload the scanned certificate of Latest RLMM list of MNRE by confirming that contractor is a manufacturer of WTGs registered in the RLMM list of MNRE.
- b) Past experience letter issued by entities for operation and maintenance of wind power projects in the previous Five years (2017-18 to 2021-22).
- c) Power of Attorney for signing of bid in the prescribed format.
- d) All the bid documents should be signed by the authorized person only.
- e) Certificate of Incorporation shall be uploaded furnished along with the bid in support of above in case of company.
- f) Memorandum and Articles of Association of the contractor in case of company.
- g) Scanned copy of the annual turnover certificate along with audited balance sheets for the proceeding last 5 years (2017-18 to 2021-22).
- h) Scanned copy of the Anti-Blacklisting Affidavit in the format provided in **Annexure-4**.

**Note:** Bids received without above key submission documents will be treated as Non Responsive.

**Part -II: "Price bid / Financial bid" in electronic mode shall be in e-procurement portal only.**

The "Financial Bid" of the contractor shall be submitted only through e-procurement website. This shall be uploaded at the slot provided for Financial Bid only. If the price is disclosed anywhere else, the bid will be rejected.

The quoted prices include GST and applicable taxes, quoted prices are firm throughout the contract.

**6. Bid opening date:**

**Part-I: Techno-Commercial Bid: As per NIT time schedule.**

**Part-II: Price Bid opening: As per NIT time schedule.**

The price bids of those contractors whose Techno-Commercial Bids are found to be responsive, will be opened under intimation to the qualified contractors, either by regular mail or by e-mail.

**NOTE: Non - Responsive contractors price bids will not be opened.**

## **7. Process / Methodology of bid evaluation and awarding of the contract:**

### **7.1 Techno Commercial Bid Evaluation:**

- a) Technical bids will be evaluated by KREDL taking into account the qualifying requirements & completeness of the offer, as per the bid document.
- b) The “Financial bids” of Responsive contractors only be opened, who qualify in “Technical evaluation”.
- c) The bids of those contractors whose technical bids are found to be responsive shall be informed about the date and time for opening their price bids giving sufficient time for the contractors to be present at the time of opening, if they so desire.
- d) The contractor whose proposal does not meet the qualifying requirements or were considered as non-responsive to the terms of reference, their price bids will not be opened.

### **7.2 Price Bid Evaluation**

The price bids of the Responsive bidders will be opened by KREDL.

## **8. Bid Validity:**

- 8.1 Bid shall remain valid for a period not less than ninety (90) days after the deadline date for tender submission. A bid validity of less than 90 days period shall be rejected by the KREDL and bid will be treated as non-responsive.
- 8.2 In exceptional circumstances, prior to expiry of the original time limit, the KREDL may request the contractor to extend the period of validity for a specified additional period. A contractor 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 section-II of clause 5 in all respects.

## **9. Clarification & Amendments to Bid Document:**

- 9.1 Contractor may request a clarification regarding any of the Tender documents at least three days before the last date for submission.
- 9.2 At any time before the deadline for submission of tender the KREDL may modify the tender document by issuing addendum. Any amendments issued subsequent to the notification, but before the bid due date, will be deemed to form part of the bidding documents.

## **10. Deadline for submission of the tenders:**

- 10.1 The completed Technical and Financial proposals must be submitted under e-procurement platform as per NIT.

10.2 The Managing Director, KREDL at his discretion may extend dead line for submission of tender by issuing an amendment in accordance with Section-II of clause 9, in which case all rights and obligations of the Employer and the Contractor previously subject to the original deadline will then be subjected to the new deadline.

#### **11. Process to be confidential**

Information relating to the evaluation and comparison of Bid and recommendations for the award of a contract shall not be disclosed to the Contractor until the award of contract to the successful Contractor has been announced.

#### **12. Clarification of Bid**

12.1 To assist in evaluation and comparison of bid, KREDL at his discretion, may ask any contractor for clarification of his Tender.

12.2 No contractor shall contact KREDL on any matter relating to his Tender from the time of the tender opening till the contract is awarded.

12.3 Any effort by the contractor to influence KREDL in the Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tender.

#### **13. Examination of Bid and determination of responsiveness**

13.1 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 works; (b) which limits in any substantial way, inconsistent with the Tender documents, the KREDL's rights or the Contractor's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Contractor presenting substantially responsive Tender.

13.2 KREDL 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 KREDL shall not be taken into account in Tender evaluation.

#### **14. AWARD OF CONTRACT**

##### **14.1 Award Criteria**

KREDL will award the contract to the contractor whose tender has been determined to be substantially responsive to the tender documents and who has offered the lowest evaluated Tender Price, provided that such contractor has been determined to be (a) eligible in accordance with the provisions of Section-II of clause 3.1, 3.2 and 3.3.

14.2 KREDL have the right to accept any tender and to reject any tender or all bid.

**14.3 Corrupt or Fraudulent practices**

The KREDL requires that the contractor observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, KREDL:

- (a) Will reject a proposal for award if it determines that the Contractor 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 KREDL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a KREDL contract.



# **SECTION - III**

## **CONDITIONS OF CONTRACT (CC)**



# CONDITIONS OF CONTRACT (CC)

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## **A. GENERAL**

The following are the General Conditions of Contract for Operation and Maintenance of 2 Nos of 1250 KW WTG's along with connected equipments, as per the conditions given in the document

### **1. Definitions**

#### **1.1 In this Contract, the following terms shall be interpreted as indicated.**

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.

**Compensation events** are those defined in Clause-26 hereunder.

The "Contract" means the agreement entered between KREDL and the successful contractor, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.

The contract data defines the documents and other information, which comprise the Contract.

The contractor is a corporate body who's Tender to carry out the works has been accepted by the Employer.

The contractor's tender is the competed Tender document submitted by the Contractor to the Employer.

The contract price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the contract.

Days are calendar days; Months are calendar months.

A defect is any part of the works not completed in accordance with the Contract.

The Defects liability period is the period named in the Contract Data and calculated from the Completion Date.

The employer is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to carry out the works.

**Materials:** Spares including consumables used for the contract works.

Plant is any integral part of the works, which include a mechanical, electrical, electronic, chemical and biological function.

Specification means, description of the works included in the Contract and any modification or addition incorporated and approved by the Employer.

A variation is an instruction given by the Employer for deviation in works which is not included in the contract.

The works: The different works to be carried out by the contractor to construct, install and to maintain the WTG's in working condition, as defined in the Contract Data.

## **2. Interpretation**

2.1 Interpreting these conditions of contract. Words have their normal meaning under the language of the Contract unless specifically defined. KREDL will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the contract shall include the following documents:

- (1) Letter of Acceptance
- (2) Performance Bank Guarantee
- (3) Agreement
- (4) Detail Work Award
- (5) Price Schedule

3. **Law Governing Contract:** The law governing the Contract is the Laws of India supplemented by the Karnataka Local Acts.

4. **Employer's Decisions:** Except where otherwise specifically stated, the Employer will decide contractual matters between the KREDL and the Contractor.

5. **Delegation:** The Managing Director, KREDL, Bengaluru may delegate any of his duties and responsibilities to other officials and may cancel any delegation after notifying to the Contractor.

6. **Communications:** Communications between parties, which are referred to each other are effective only when it is in writing and it is delivered.

7. **Other contractors:** The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and KREDL, Bengaluru.

8. **Personnel:** The Contractor shall employ the technical personnel of the required numbers, with suitable qualifications as stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as stipulated by the Managing Director, KREDL, Bengaluru.
9. **KREDL's and Contractor's risks:** The risks carried out by the KREDL, Bengaluru and the Contractor is as per the Contract.
10. **KREDL's Risks:** KREDL, Bengaluru is responsible for the excepted risks arise due to force majeure.
11. **Contractor's Risks:** All risks of loss or damage to physical property and personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.
12. **Queries about the contract data:** KREDL, Bengaluru will clarify queries, if any by contractor.
13. **Safety:** The Contractor shall be responsible for the safety of all activities on the site during O&M contract period.
14. **Discoveries:** Anything of historical or other interest or of significant value unexpectedly discovered on the Site, the same should be brought to the notice of the Managing Director, KREDL, for taking further action as per the rules.
15. **Access to the site:** The contractor shall allow the staff of KREDL to access any part of the site, in connection with this contract.
16. **Instructions:** The contractor shall carry out all instructions of the Managing Director, KREDL, Bengaluru, which comply with the applicable laws where the Site is located.

## **B. TIME CONTROL**

17. **Program:** Contractor shall submit for approval of program showing the general methods, arrangements, order and timing for all the activities in the maintenance works within the time stated in the contract to the KREDL, Bengaluru.

The KREDL's approval of the Program shall not alter the contractor's obligations. The contractor may revise the program and submit it for approval at any time required due to variations and compensation events.

**18. Extension of the contract period:** KREDL may extend the contract period in the interest of KREDL with the same terms and conditions of the contract for a maximum period of 6 months.

#### **D. Quality Control**

**19. Identifying Defects:** KREDL shall check the contractor's work and notify the contractor if any defects are found. Such checking shall not affect the contractor's responsibilities. The KREDL may instruct the contractor to search for any such defects and attend them immediately.

**20. Tests:** KREDL can instruct the contractor to carry out a test not specified in the specification to confirm any work has a defect. The contractor shall pay for the test and any samples. If there is no defect the test shall be a compensation event.

**21. Correction of defects:** KREDL shall give notice to the contractor of any defects found 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.

Every time notice of a defect is given, the contractor shall correct the notified defect within the length of time specified by the KREDL's notice.

**22. Uncorrected Defects:** If the contractor has not corrected a defect within the time specified in the KREDL's notice, KREDL will assess the cost to get the defect corrected and the contractor will have to pay this amount.

#### **23. Submission of bills for payment**

- i. The contractor shall submit to the employer quarterly bills for the operation & maintenance contract.
- ii. KREDL, Bengaluru shall check the contractor's bill and determined the value of the work executed which shall comprise of (i) value of the quantities of the items in the price schedule completed and (ii) valuation of variations and compensation events.
- iii. KREDL, Bengaluru may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

#### **24. Payments**

- i. 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 Managing

Director, KREDL, Bengaluru shall pay the contractor on quarterly basis against submission of bill.

- ii. Items of the Works for which no rate or price has been entered in, will not be paid for, by the Managing Director, KREDL, Bengaluru.

**25. Compensation Events**

- i. KREDL does not give access to the site area before the commencement of the contract date.
- ii. The contractor shall not be entitled to compensation when KREDL's interests are adversely affected by not giving an early warning or co-operation by the contractor.

**26. Tax:** The rates quoted by the contractor shall be deemed to be inclusive of the sales and all other taxes that the Contractor will have to pay for the performance of this contract. KREDL will perform such duties in regard to the deduction of such taxes at source as per applicable law.

**27. Liquidated Damages:** The contractor shall pay liquidated damages to KREDL if 95% wind farm availability on Annual Basis could not be achieved due to will-full default on part of contractor.

However, 95% wind farm availability on Annual basis will be applicable as per the Section-II of clause 2 of operation of sub-clause 2.1.5 (i&ii) in this bid document.

**28. Cost of repairs:** The cost of defect corrections 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. Finishing the Contract**

**29. Completion:** The contractor shall request KREDL to issue a Certificate of Completion of the O&M works after the completion of the contract period and KREDL will do so upon deciding that the work is completed satisfactorily.

**30. Taking over:** KREDL shall take over the project site and the works after issuing a Certificate of Completion.

**31. Termination:**

- i. The Managing Director, KREDL, Bengaluru may terminate the contract if the other party causes a fundamental breach of the contract.

- ii. Fundamental breaches of contract include, but shall not be limited to the following:
  - (a) The contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (b) KREDL gives a 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.
  - (c) The contractor does not maintain a security which is required;
  - (d) The contractor has not carried out the operations and maintenance works by the number of days for which the maximum amount of liquidated damages has to be paid by the contractor as defined in the contract data;
  - (e) If the contractor, in the judgment of the KREDL, Bengaluru has engaged in corrupt or fraudulent practices in competing or in the 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 procurement process or in contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Contractor (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."

- iii. When either party to the contract gives notice of a breach of contract to the KREDL for a cause other than those listed under sub clause 31 of (ii) above, the KREDL shall decide whether the breach is fundamental or not.
- iv. Notwithstanding the above, the KREDL may terminate the contract for convenience.
- v. 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.

### **32. Payment upon termination**

- i. If the contract is terminated because of a fundamental breach of contract by the contractor, KREDL shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract



Data. If the total amount due to the KREDL exceeds any payment due to the contract or the difference shall be a debt payable to KREDL.

- ii. If the contract is terminated at the KREDL's convenience or because of a fundamental breach of contract by KREDL, the KREDL shall prepare bill for the value of the work done by considering the reasonable cost of removal of Equipment, repatriation of the contractor's personnel, the contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law and make payment accordingly.

**33. Property:** All materials on the site, plant, equipment, temporary works and works are deemed to be property of the KREDL, if the contract is terminated because of a contractor's default.

**34. Insurance for equipment**

- i. A General Insurance Policy for the wind farm, covering the risk of fire, natural calamities like earthquake, flooding, storm, lightning, war, riot etc., shall be taken by KREDL to cover the above risks.
- ii. However, contractor shall arrange for insurance coverage towards damage to WTG's and all other connected equipments in the wind farm during the contract period on re-imbusement basis by KREDL. The contractor shall make all claims with insurance companies towards any of the damages to any of the equipment. The contractor shall replace the damaged equipment / parts immediately as and when noticed, without waiting for the insurance claims and actual cost of the equipment / parts shall be borne by the contractor himself and KREDL will not take any responsibility in this regard. The contractor shall furnish the copy of the insurance policy taken towards the risk of any damage to WTG's and all other connected equipments.

**F. SPECIAL CONDITIONS OF CONTRACT:**

**35. MAINTENANCE CONTRACT FOR 3 YEARS**

The Operation and Maintenance shall 3 years. The maintenance service provided shall ensure project functioning of the wind turbine Generators as a whole including Power Evacuation System. All preventive / routine maintenance and breakdown / corrective maintenance required for ensuring maximum uptime shall have to be provided. Accordingly, the Operation & Maintenance responsibilities are as follows:

- i. The daily work of operators involves logging the voltage, current, power factor, power and energy output of the wind plant, temperature logging down individual array output data once a day.
- ii. The operator shall record monthly energy output of each turbine and transformer and report shall be prepared on performance of wind plant.
- iii. Submission of periodic reports to KREDL on the energy generation and operating conditions of the wind plant.
- iv. Ensuring safety and protection of plant by deputing security personnel's.
- v. Monitoring, Controlling, trouble shooting, maintaining of proper records and registers.
- vi. Supply of all type of spares, consumables and fixing/application of the same.
- vii. Cleaning of plant including yard on regular basis and as on and when required.
- viii. Cleaning of drains, cable trenches, box culverts etc.
- ix. Herbicide spray and grass cutting on periodic basis.
- x. The contractor shall at its own expense provide all amenities to his workmen as per the applicable laws and rules.
- xi. The contractor shall ensure all safety measures taken at the site to avoid accidents to his employees or its co-contractor employees.
- xii. The contractor shall immediately report the accidents, if any, to the engineer in charge & to all the other concerned authorities as per prevailing laws of the state.
- xiii. The contractor shall comply with the provision of all relevant Acts of Central or State Governments including payment of Wages Act 1936, Minimum Wages Act 1948, Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maturity Benefit Act 1961, Employees State Insurance Act 1948, Contract Labor (Regulations & Abolishment) Act 1970 or any modifications thereof or any other law relating whereto and rules made there under from time to time.
- xiv. In order to ensure longevity, safety of the core equipment and optimum performance of the system the contractor should use only genuine spares of high quality standards.
- xv. Deployment of Plant in Charge, adequate number of technical support staff and other supporting personnel during the O&M period.

- xvi. At the time of handing over the plant by the contractor to KREDL, the contractor shall handover equipment and spares in healthy condition.
- xvii. The contractor shall be responsible to carry out all test and work as required by statutory regulation in effect as on date of Techno commercial bid opening during O&M period.

**36. Scope of Insurance:**

- i. KREDL shall take Fire & Allied Peril Insurance during O&M period. Insurance for the theft to be taken by contractor.
- ii. The contractor shall take out a composite and Comprehensive Marine-cum-Erection Insurance Policy with a Nationalized Indian Insurance Company which shall cover the total erected value of the Facilities (115% of the Contract price) and all risks specifically inclusive of the following:
  - a) **All Risk Insurance:** The policy shall cover all risks and escalations, and revisions without a ceiling.
  - b) **Workmen’s compensation Insurance:** This insurance shall protect the contractor against all claims applicable under the Workmen’s Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability disease or death of his or his sub-contractor employees, which for any reason are not covered under the workmen’s compensation Act, 1948. The liabilities shall not be less than the following:

**Workmen’s Compensation – As per Statutory Provisions:  
Employee’s Liability – As per Statutory Provisions**

- c) **Comprehensive Automobile Insurance:**  
This insurance shall be in such a form to protect the contractor against all injuries, disability, disease, and death to members of public including the KREDL’s men and damage to the property of other arising from the use of motor vehicles during on & off of the site operations, irrespective of the ownership of such vehicles. The liability covered shall be herein indicated.

Fatal Injury	INR 100,000 each person
	INR 200,000 each occurrence
Property Damage	INR 100,000 each occurrence

- d) **Third-Party Liability Insurance:** The policy shall cover third-party liability. The third-party liability shall cover the loss/disablement of human life (persons not belonging to the contractor) and also cover the risk of damages

to others' materials/equipment/properties during construction, erection, and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 5 lakhs per death, Rs. 4 lakhs per full disablement, and Rs. 2 lakhs per partial disablement and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad and cover for damage to others' equipment/property as approved by KREDL.

- e) **Cargo Insurance:** For supplies, the policy shall insure the goods originating from the contractor's / supplier's warehouse to plant's warehouse and up to the completion of erection and commissioning. This will be inclusive of supplies to and from the warehouse/factory of intermediate processors/suppliers. This policy will also cover the replacement items if any.

**37. Preventive / Routine Maintenance:**

This shall be done by the contractor regularly and shall include activities such as cleaning and checking the health of the wind turbine generator, tightening of all electrical connections, and any other activity including the associated civil works, wear and tear that may be required for proper functioning of the wind turbine generator as a whole. Necessary maintenance activities, Preventive and Routine for Transformers and associated switch gears and transmission line from wind turbine generator plant to pooling station of M/s Suzlon Energy Limited also shall be included.

**38. Breakdown / Corrective maintenance:**

Whenever a fault occurs, the contractor has to attend to rectify the fault & the fault must be rectified within the 24 hours from the time of occurrence of fault, failing which the contractor will be liable pay to liquidated damages as per Section 3 of clause condition No. 27. The contractor must maintain all the records pertaining to all such faults and necessary measures taken from the date of agreement execute with KREDL.

**39. Serviceability Level Agreement (SLA)**

- i. Contractor shall make efforts to maintain 100% serviceability of complete Plant including all other associated infrastructure developed by the Contractor during execution of project as its scope of work.
- ii. Contractor shall produce monthly serviceability report for individual components of the plant & associated infrastructure to the Owner by 5th of every month.

- iii. Contractor shall maintain a Complaint log book, which shall include the timing of logging of complaint including unique Complaint number, time of closure of complaint & its Root Cause Analysis.
- iv. If such complaint is not rectified within 48 hours from logging of complaint. Owner may choose to rectify the same through any other agency at the risk of contractor and Owner shall recover 110% of such cost incurred from O&M payment to the contractor.
- v. Such rectification work carried out by Owner doesn't exempts / relieves contractor from its responsibility towards subsequent operation, maintenance, repair & replacement of such component/ infrastructure of the Plant or meeting the performance parameters of the Plant.
- vi. O&M Routine & Manpower: Contractor shall provide Preventive / Routine Maintenance schedule based on Original Equipment manufacturer and good engineering practices.
- vii. The O&M staff may use the KREDL Guest House for stay in the plant during O&M period.
- viii. The contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, feeding and transport. As desired by the Managing Director, KREDL, the contractor shall give the details in a prescribed form by showing the staff pattern and the numbers in the different classes of labor from time to time on the Site and any other information.

The team deployed for the O&M must have a minimum manpower structure with following qualification;

- 1. *Project Manager (B.E. / B. Tech Electrical, with minimum 5 years of relevant experience): 1 No.*
  - a. *ITI Electrical (with min. 3 years of relevant experience): 4 persons*
  - b. *Unskilled for cleaning & other unskilled works with respect to Plant: minimum 2 persons per day.*
  - c. *Security Person: 4 persons.*
- ix. However, contractor shall engage additional manpower as and when need arise.

**40. Completion of Contract:**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the Period of Liability / Validity of the Contract.

After completion of O&M period, KREDL may at its discretion decide to extend the existing O&M contract on mutually acceptable terms and conditions or undertake the O&M of the wind plant on its own.

**41. Mandatory Spares:**

The contractor shall keep mandatory spares during O&M period to operate hassle free operation of plant during contract period.

Spares of WTG & other equipments and consumable items if any have to be procured by contractor required for 3 years O&M period.

**42. Training to Client:**

The Contractor shall arrange for training for KREDL staff at the time of handing over of the project after completion of O&M period.

**43. Compliance with labor Regulations:**

During the contract period, the contractor shall abide by all the existing labor enactments, rules and bye laws of the State Government, Central Government, local authority and by any other labor laws and regulations including bye laws that may be passed or notification that may be issued in future by the above authorities. The contractor shall keep the Managing Director, KREDL, Bengaluru, indemnified in case any action is taken against the Managing Director, KREDL, Bengaluru, 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 Managing Director, KREDL, Bengaluru, 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, Managing Director, KREDL, Bengaluru, shall have the right to deduct any money from the contractor including his amount of security deposit. The Managing Director, KREDL, Bengaluru, shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Managing Director, KREDL, Bengaluru.

The Managing Director, KREDL, Bengaluru, in no case shall treat the contractor as the employees of the KREDL, Bengaluru.

**44. Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on the Site and to avoid damage or nuisance to persons or to the property of the public and or other effects resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During the contract period, the contractor shall abide by all the existing labor enactments, rules and bye laws of the State Government,

Central Government, local authority and by any other labor laws and regulations including bye laws that may be passed or notification that may be issued in future by the above authorities in protecting the environment.

**45. FORCE MAJEURE.**

- i. If at any time during the continuance of this contract, the performance in whole or in part in any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, earthquakes, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fire, flood, explosions, epidemics, quarantine restrictions (hereafter referred to as eventualities) then, the notice of the happening of any such eventuality shall be given by the contractor to the KREDL, nor shall have any claim for damages, compensations against the other in respect of such non-performance or delay in performance, and deliveries under this contract. Normal working shall be resumed as soon as such eventuality has come to an end or ceased to exist.
- ii. Provided that if the performance in whole or in part by the contractor or any obligation under this contract is prevented or delayed by reasons of any such eventuality for a period exceeding 90 days, then the KREDL may, at its option, terminate this contract by issuing notice in writing.
- iii. Time given for completion of work starts from the date of issue of letter of acceptance. The progress of works, which are delayed due to reasons attributable to KREDL, a reasonable extension of time will be granted on application by the contractor, period of extension shall be decided by KREDL only. Any increase in taxes and duties during the extended period will be to the account of the contractor.

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# **SECTION -IV**

**Form of Tender, Letter of  
Acceptance and  
Contract Agreement Form**



## Form of Tender

### **Description of the Work:**

- I. Operation and Maintenance of 2 Nos. of 1250 kW capacity Wind Turbine Generators of Suzlon make and related equipments of transformer, Breaker, CT, PT, GoS, Energy Meter, Switchyard and Metering Cubical commissioned at Sogi village, Huvinahadagali taluk, Ballari district (Now, Vijayanagara district).
- II. Maintenance of Control Room.
- III. Maintenance of 33 kV transmission line from WTG Plant to M/s Suzlon Energy Limited pooling Substation of about 1 KM.
- IV. Maintaining the existing Bore well for water supply.
- V. Maintenance of Connecting and Internal Roads.
- VI. Maintenance of Guest House, O & M staff building

For a period of 36 months from the date of signing of contract agreement with KREDL.

To  
The Managing Director,  
Karnataka Renewable Energy Development Ltd.,  
Corporate Office, 6/13/1, 10<sup>th</sup>Block, 2<sup>nd</sup> Phase,  
Nagarabhavi, Bengaluru-560072.

Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of.....[*in* ..... *figures*]  
[.....] [in words]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents. We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: .....

Name & address of Contractor

.....

.....

.....

**Letter of Acceptance**  
**(In the letterhead of the KREDL)**

------(date)

To.....  
.....(name and address of the Contractor)

Sir,

This is to notify that your Tender dated.....for execution of the Operation & Maintenance of Two (2) WTGs of 1250 kW Suzlon make, installed near Sogi village, Huvinahadagali taluk in Ballari district in Karnataka State along with connected equipments for 36 months of the contract Price is of Rupees.....(amount in words and figures), is hereby accepted by the KREDL. You are hereby informed to sign the contract agreement within 20days from the receipt of this letter.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

## Contract Agreement Form

THIS AGREEMENT made on the .....day of ..... 2022 Between KREDL through its Managing Director, (hereinafter called "KREDL") of the one part and M/s..... (Name of the contractor) of.....(city and country of the contractor) (hereinafter called "the contractor " or "contractor") of the other part:

Whereas the Employer desires that the contractor or contractor to execute Operation and Maintenance Works of two Nos of 1250 KW WTG's capacity along with connected equipments(hereinafter called "the Works") for 36 months and the KREDL has accepted the Tender of the contractor for the execution and completion of above works for Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

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.

In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned the contract hereby covenants with the Employer to execute and complete the works and to remedy defects therein conformity in all aspects with the provisions of the contract.

The employer hereby covenants to pay the contractor in consideration of the provisions of the contract and the remedying the defects therein 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.

The following documents shall be deemed to form and be read and construed as part of this Agreement. Viz.

1. The contractor has to submit the acceptance of Letter of Acceptance (LoA) issued vide letter No: -----, dated:----- and agrees with the KREDL that, fully complete all the work specified, described or referred to in and by the said bid document or as amended according to the true intent and meaning of the said bid document or as amended and as per the bid document for a period of 36 months **from the date of signing of contract agreement with KREDL.**

## **2. Scope of Work:**

- i. Operation and Maintenance of 2 Nos. of 1250 kW capacity Wind Turbine Generators of Suzlon make and related equipments of transformer, Breaker, CT, PT, GoS, Energy Meter, Switchyard and Metering Cubical commissioned at Sogi village, Huvinahadagali taluk, Ballari district (Now, Vijayanagara district).
- ii. Maintenance of Control Room.
- iii. Maintenance of 33 kV transmission line from WTG Plant to M/s Suzlon Energy Limited pooling Substation of about 1 KM.
- iv. Maintaining the existing Bore well for water supply.
- v. Maintenance of Connecting and Internal Roads.
- vi. Maintenance of Guest House, O & M staff building

For a period of 36 months from the date of signing of contract agreement with KREDL.

## **3. Time schedule:**

### **36 months from the date of signing of Contract Agreement.**

The contractor covenant and agree with the KREDL to truly observe, Perform, fulfill and submit to the said term obligation and condition referred above. In case, the consultant fails to execute the work in the manner described in the RFP or stops the execution of work or fails to carry out the work to the satisfaction of KREDL with respect to quality and time schedule or abandons the work or becomes bankrupt, then the KREDL will have right to terminate the contract and get the remaining work executed at the risk and cost of the consultant. It is agreed that, time is of the essence of this contract.

## **4. Liquidated damages:**

The Contractor shall pay liquidated damages to KREDL if 95% Wind Farm availability on Annual basis could not be achieved due to will-full default on part of successful contractor.

However, this 95% wind farm availability may exclude Grid Failure hours, Force Majeure hours, scheduled maintenance hours and Breakdown maintenance hours and will not be applicable during such months when wind farm is taken for preventive maintenance.

## **5. Safety measures while working on:**

- KREDL is not responsible for any accidents/death of employees occurs during the contract period, the compensation has to be borne by successful contractor.
- Employee wages is as per the Workmen's Compensation Act 1923.
- **First-Aid:** The successful contractor shall provide necessary First-Aid facilities for all his Employees, Representatives and Workmen working. Enough number of contractor's Personnel shall be trained in administering First Aid like artificial respiration etc.

#### 6. Terms of Payment / Mode of payment:

- I. 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 Managing Director, KREDL, Bengaluru shall pay the contractor on quarterly basis against submission of bill.
- II. Items of the works for which no rate or price has been entered in, will not be paid for, by the Managing Director, KREDL, Bengaluru.

#### 7. Security Deposit/Performance BG

- I. The successful contractor has to submit five percent (5 %) of the contract value as Security Deposit in the form of Bank Guarantee from the **Nationalized Banks / RBI approved** Schedule Commercial Banks within **15 days from the date of issue of LOA**. The PBG should be valid for a period of 38 months (**36months warranty + 2 months claim period**) from the date of LOA. The Successful contractor has to execute the Contract Agreement with the KREDL within 20 days from the date of LOA. After submitting the above performance guarantee within time schedule. A Detailed Work Award (DWA) will be issued after fulfilling the above formalities.
- II. This security deposit PBG will be released after successful completion of O&M works of 3 years as per tender scope.
- III. In case the successful contractor fails to respond to submit security deposit BG within 15 days and not executed the agreement within the stipulated time of 20 (Twenty) days, the LoA will be cancelled and his EMD will be forfeited.

#### 8. Extension of time

The Managing Director, KREDL, Bengaluru can extend the contract period in the interest of KREDL with the same terms and conditions of the contract for a maximum period of 6 months prior to expiry of the original time limit, the KREDL may request the contractor to extend the period of validity for a

specified additional period. A contractor agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Performance Bank Guarantee for a period of the extension, and in compliance with section-II of clause 5 in all respects.

9. The contractor shall abide by and shall be responsible for all statutory provisions of law such as labor laws & safety regulation etc.
10. The agreement further witnessed that the contractor is responsible for any accident or other compensation payable to the workmen employed by and working under the control of contractor. The KREDL has no liability in the matter & that if and payment would have to be made by the KREDL; the same shall be reimbursed by the contractor on demand and or recovered from the dues of the contractor. In the witness where of the said parties here to have unto set their hands.

In witness where of both KREDL and Consultant affix their signatures on this .....

**IN WITNESS WHEREON THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS ON THE DATE FIRST ABOVE WRITTEN.**

**For Karnataka Renewable Energy  
Development Limited**

**(K. P. Rudrappaiah)  
Managing Director**

**For Successful Contractor**

**Witness:**

1.

2.

**Witness:**

1.

2.

# **SECTION-V**

## **CONTRACT DATA**



## CONTRACT DATA

**Items marked "N/A" do not apply in this contract.**

The following documents are also part of the Contract:

The KREDL is:

Name: Managing Director,  
Address: Karnataka Renewable Energy Development Limited,  
Corporate Office, 6/13/1, 10<sup>th</sup> Block, 2<sup>nd</sup> Stage,  
Nagarabhavi, Bengaluru-560072.

The name and identification number of the Contract is:

**No: KREDL/08/SOGI-O&M/F-197(Vol.5)/2022/2889**

**Dated: 29-12-2022**

The Work consists of 'Operation and Maintenance of Two Wind Turbine Generators (WTGS) of 1250 kW each of Suzlon Make, installed near Sogi village, Huvinahadagali taluk in Ballari district in Karnataka State with all connected equipments.

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

The Intended Completion Date for the whole of the Work is 36 months from the date of signing of contract agreement

The following documents also form part of the Contract:

- (1) Letter of Acceptance
- (2) Performance Bank Guarantee
- (3) Agreement
- (4) Detail Work Award
- (5) Price Schedule

The Site Possession Date is the date on which the agreement is executed with KREDL

The Site is located at Sogi village, Huvinahadagali taluk, Ballari district and is defined in drawings.

\*\*\*\*\*

# **SECTION-VI**

## **PRICE SCHEDULE**

## Price Schedule

Amount in Rs.

SL No.	Description of the work	Unit/ Quantity	Basic Price	GST	Total (Basic+GST)
1	Operation and Maintenance of 2 Nos. of 1250 kW capacity Wind Turbine Generators of Suzlon make and related equipment's of transformer, Breaker, CT, PT, GoS, Energy Meter, Switchyard and Metering Cubical.	1 No.			
2	Maintenance of Control Room	2 Nos.			
3	Maintenance of 33 kV transmission line from WTG Plant to main metering yard at New Guest house of KREDL of distance about 1 KM.	1 KM			
4	Maintaining the existing Bore well for water supply.	1 No.			
5	Maintenance of Connecting Internal Roads of 2.5 MW capacity WTG yard.	Lumpsum			
6	Maintenance of Guest House, O & M staff building.	1 No.			
<b>Grand Total</b>					

**Note:**

- (1) The prices shall be quoted by the Contractor in Indian Rupees.
- (2) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.
- (3) Prices are firm throughout the contract period.

\*\*\*\*\*

**Undertaking for Technical Experience  
(on the Letterhead of the Bidder)  
(Refer to Clause 3.2 of Section-II)**

**Ref No:**

**To,**

The Managing director,  
KREDL. Head Office, No.6/13/1,  
10th Blok, Nagarbhavi 2<sup>nd</sup> Stage,  
Bengaluru-560 072.

**Sir,**

**Sub:** Submission of undertaking for technical experience towards Operation and Maintenance of 2 Nos. of 1250 kW capacity Wind Turbine Generators of Suzlon make and related equipment's of transformer, Breaker, CT, PT, GoS, Energy Meter, Switchyard and Metering Cubical maintenance at Sogi village, Huvinahadagali taluk, Ballari (Now, Vijayanagara) district.

**Ref: Tender Notification No: KRED/08/SOGI-O&M/F-197(Vol.5)/2022/2889**

**Dated:29-12-2022.**

We hereby undertake to certify that the following details furnished as per tender clause No. 3.2 of section-II of bid document.

Sl. No.	Particulars	Details of the Project
1	Name of the project	
2	Entity for which O&M works carried out	
3	Work Awarded/POs/LoA	
4	Project Location (Place, taluk, district, state)	
5	Total Project capacity in MW	
6	WTG capacity and Nos	
7	Plant Owner contact Name and Mobile No.	
8	Email	

**Name of the Bidder:**

**Signature of the Authorized person with Seal:**

**CERTIFICATE FROM CHARTERED ACCOUNTANT**

**(Financial Data pertaining to Financial Qualification of the Bidder as per Detailed NIT)**

(To be submitted online in e-portal along with the Techno-Commercial Bid)

**(On the Letterhead of the Chartered Accountant)**

**Tender Notification No: KRED/08/SOGI-O&M/F-197(Vol.5)/2022/2889      Date:29-12-2022**

**To satisfy the above requirements, we give below the following details:**

In terms of **Detailed NIT**, we confirm that the average annual turnover of the contractor is not be less than Rs.60 Lakhs **INR (Indian Rupees Sixty Lakh only)** during any two (2) FYs out of the preceding five (5) FYs. from FY 2017-18to 2021-22.

<b>Sl. No:</b>	<b>Financial Year</b>	<b>Amount in INR (In Lakhs)</b>
1	FY 2021 - 22	
2	FY 2020 - 21	
3	FY 2019 - 20	
4	FY 2018 - 19	
5	FY 2017 - 18	
6	Enclose Audited Financial Statements for preceding five (5) Financial Years Minimum three years	Yes*/No*

Date:

Name of the Chartered Accountant

Name of authorized signatory

Signature:

Seal:

Signature and Seal and Registration number of Chartered Accountant

## CERTIFICATE

COMPUTATION OF NETWORTH AS BELOW TO BE CERTIFIED BY A  
CHARTERED ACCOUNTANT

## NETWORTH

I hereby certify that the Networth of M/s..... as on  
March 31, ..... is Rs..... crores, detailed as under:

(Figure in Rs Crores)

FY .....

**Particulars**

**Paid Up** Equity Share Capital

**Add:** Equity Share Premium

**Add:** General Reserves

**Add:** Other Free Reserves (to be  
specified individually by the  
Chartered Accountant)

**Sub Total**

**Less:** Statutory Reserves

**Less:** Revaluation Reserves

**Less:** Accumulated Losses

**Less:** Intangible Assets included  
in the Balance Sheet

**Less:** Miscellaneous Expenditure  
to the extent **not written off**

**Net Worth**

## DEFINITION

**Net Worth shall mean as below:**

**Net Worth=**

**Paid Up** Equity Share Capital

**Add:** Equity Share Premium

**Add:** General Reserves

**Add:** Other Free Reserves (to be  
specified individually by the

Chartered Accountant)

**Less:** Statutory Reserves

**Less:** Revaluation Reserves

**Less:** Accumulated Losses

**Less:** Intangible Assets included  
in the Balance Sheet

**Less:** Miscellaneous Expenditure  
to the extent **not written off**

Format for Affidavit certifying that the Entity/Promoter/s /  
Director/s of Entity are not blacklisted  
**(On a Stamp Paper of appropriate value)**

**Anti-Blacklisting Affidavit**

We, M/s. .... (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoters/directors are not barred by Karnataka Renewable Energy Development Ltd. (KREDL) / any other entity of Government of Karnataka or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as on the ----- (Bid Due Date).

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ..... Day of ....., 2022

**Name of the Bidder:**

**Signature of the Authorized person with Seal:**



**Single Line Diagram:**

