

## ಕರ್ನಾಟಕ ವಿಧಾನ ಪರಿಷತ್ತು

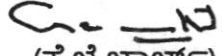
ಚುಕ್ಕೆ ಗುರುತಿಲ್ಲದ ಪ್ರಶ್ನೆ ಸಂಖ್ಯೆ : 136  
 ಸದಸ್ಯರ ಹೆಸರು : ಶ್ರೀ ವೈ.ಎಂ.ಸತೀಶ್ (ಸ್ಥಳೀಯ ಸಂಸ್ಥೆಗಳ ಕ್ಷೇತ್ರ)  
 ಉತ್ತರಿಸಬೇಕಾದ ದಿನಾಂಕ : 09-12-2024  
 ಉತ್ತರಿಸುವ ಸಚಿವರು : ಮಾನ್ಯ ಇಂಧನ ಸಚಿವರು

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ಪ್ರಶ್ನೆ	ಉತ್ತರ
ಅ) ಕೊಪ್ಪಳ ಜಿಲ್ಲೆಯಲ್ಲಿ ಕಾಲುವೆ ಆಧಾರಿತ ಮಲ್ಲಾಪುರ ಜಲ ವಿದ್ಯುತ್ ಯೋಜನೆಯ ಪ್ರದೇಶವು ಕೆಪಿಸಿಎಲ್ ಸ್ವಾಧೀನದಲ್ಲಿದೆಯೇ; ಪ್ರಸ್ತುತ ಈ ಯೋಜನೆಯು ಕಾರ್ಯಾಚರಣೆಯಲ್ಲಿದೆಯೇ; ಹಾಗಿದ್ದಲ್ಲಿ, ಯಾವ ಸಂಸ್ಥೆ/ಕಂಪನಿ ವತಿಯಿಂದ ಕಾರ್ಯಾಚರಣೆ ಮಾಡಲಾಗುತ್ತಿದೆ;	ಕೊಪ್ಪಳ ಜಿಲ್ಲೆಯಲ್ಲಿರುವ ಕಾಲುವೆ ಆಧಾರಿತ ಮಲ್ಲಾಪುರ ಕಿರು ಜಲವಿದ್ಯುತ್ ಯೋಜನೆಯು ಕೆ.ಪಿ.ಸಿ.ಎಲ್ ಸ್ವಾಧೀನದಲ್ಲಿದ್ದು, ಪ್ರಸ್ತುತ ಈ ಯೋಜನೆಯನ್ನು ಮೆ   ಇಂಜಿನಿಯರ್ಸ್ ಪವರ್ ರಿಸೋರ್ಸಸ್ ಇಂಡಿಯಾ ಪ್ರೈ ಲಿ., ಬಳ್ಳಾರಿ ಇವರ ವತಿಯಿಂದ ಕಾರ್ಯಾಚರಣೆ ಮಾಡಲಾಗುತ್ತಿದೆ.
ಆ) ಕಾರ್ಯಾಚರಣೆ ಮಾಡಿಸುತ್ತಿರುವ ಸಂಸ್ಥೆ/ ಕಂಪನಿಯ ಹೆಸರು, ವಿಳಾಸ (ವಿವರಗಳೊಂದಿಗೆ) ಹಾಗೂ ಯಾವ ಆಧಾರದ ಮೇಲೆ ಕೆಪಿಸಿಎಲ್ ಸ್ವಾಧೀನದಲ್ಲಿರುವ ಪ್ರದೇಶದಲ್ಲಿ ಆ ಸಂಸ್ಥೆ / ಕಂಪನಿ ಕಾರ್ಯಾಚರಣೆ ಮಾಡುತ್ತಿದೆ (ವಿವರ ನೀಡುವುದು)	ಕಾರ್ಯಾಚರಣೆ ಮಾಡಿಸುತ್ತಿರುವ ಸಂಸ್ಥೆ/ಕಂಪನಿಯ ವಿವರ: ಮೆ   ಇಂಜಿನಿಯರ್ಸ್ ಪವರ್ ರಿಸೋರ್ಸಸ್ ಇಂಡಿಯಾ ಪ್ರೈ. ಲಿ., ನಂ. 44, 2ನೇ ಅಡ್ಡರಸ್ತೆ, ಪಾರ್ವತಿ ನಗರ, ಬಳ್ಳಾರಿ 583103  ಮಲ್ಲಾಪುರ ಕಿರು ಜಲ ವಿದ್ಯುದಾಗಾರದ ನವೀಕರಣ, ಚಾಲನೆ ಮತ್ತು ನಿರ್ವಹಣೆ ಕೆಲಸಗಳಿಗೆ ಗುತ್ತಿಗೆ (Lease) ನೀಡಲಾಗಿದ್ದು, ಕೆ.ಪಿ.ಸಿ.ಎಲ್ ಮತ್ತು ಮೆ   ಇಂಜಿನಿಯರ್ಸ್ ಪವರ್ ರಿಸೋರ್ಸಸ್ ಇಂಡಿಯಾ ಪ್ರೈ ಲಿ., ಬಳ್ಳಾರಿ ರವರ ಮಾಡಿಕೊಂಡಿರುವ ಒಡಂಬಡಿಕೆಯ ಆಧಾರದ ಮೇಲೆ ಮೆ   ಇಂಜಿನಿಯರ್ಸ್ ಪವರ್ ರಿಸೋರ್ಸಸ್ ಇಂಡಿಯಾ ಪ್ರೈ ಲಿ., ಬಳ್ಳಾರಿ ರವರು ಮಲ್ಲಾಪುರ ಜಲವಿದ್ಯುತ್ ಯೋಜನೆಯ ಕಾರ್ಯಾಚರಣೆ ಮಾಡುತ್ತಿದೆ.
ಇ) ಕೆಪಿಸಿಎಲ್ ನಿಗಮವು ಮಲ್ಲಾಪುರ ಪ್ರದೇಶ ಜಲ ವಿದ್ಯುತ್ ಯೋಜನೆಯನ್ನು ಕಾರ್ಯಾಚರಣೆಗೊಳಿಸಲು ಖಾಸಗಿ ಸಂಸ್ಥೆಗಳು/ ಕಂಪನಿಗಳಿಂದ ಟೆಂಡರ್ ಆಹ್ವಾನಿಸಿದೆಯೇ; ಟೆಂಡರ್‌ನ ಷರತ್ತುಗಳನ್ನು ಒಳಗೊಂಡಂತೆ ಟೆಂಡರ್ ದಸ್ತಾವೇಜುಗಳ ವಿವರಗಳು ಮತ್ತು ಸದರಿ ಟೆಂಡರ್‌ನಲ್ಲಿ ಭಾಗವಹಿಸಿದ ಎಲ್ಲಾ ಸಂಸ್ಥೆಗಳು/ ಕಂಪನಿಗಳ ವಿವರಗಳನ್ನು ನೀಡುವುದು;	ಕೆ.ಪಿ.ಸಿ.ಎಲ್ ನಿಗಮವು ಮಲ್ಲಾಪುರ ಕಿರು ಜಲ ವಿದ್ಯುದಾಗಾರದ ನವೀಕರಣ, ಚಾಲನೆ ಮತ್ತು ನಿರ್ವಹಣೆ ಕೆಲಸಗಳಿಗೆ ಗುತ್ತಿಗೆ (Lease) ನೀಡಲು ಖಾಸಗಿ ಸಂಸ್ಥೆಗಳು/ಕಂಪನಿಗಳಿಂದ ದಿನಾಂಕ 16.07.2015 ರಂದು (ಇ ಪ್ರೋಟೆಟ್ ಸಂ. KPCL/2015-16 /OW/WORK_INDENT3678) ಟೆಂಡರ್ ಆಹ್ವಾನಿಸಲಾಗಿತ್ತು.  ಸದರಿ ಟೆಂಡರ್‌ನಲ್ಲಿ ಭಾಗವಹಿಸಿದ ಎಲ್ಲಾ ಸಂಸ್ಥೆಗಳು/ಕಂಪನಿಗಳ ವಿವರ :  1. ಮೆ   ಇಂಜಿನಿಯರ್ಸ್ ಪವರ್ ರಿಸೋರ್ಸಸ್ ಇಂಡಿಯಾ ಪ್ರೈ ಲಿ., ಬಳ್ಳಾರಿ. 2. ಮೆ   ಎಟ್ರಿಯಾ ಬೃಂದಾವನ್ ಪವರ್ ಪ್ರೈ ಲಿ., ಬೆಂಗಳೂರು. 3. ಮೆ   ಫೇರ್ ಡೀಲ್ ಸಪ್ಲೈಸ್ ಲಿ., ಅಹಮದಾಬಾದ್. 4. ಮೆ   ಡಬ್ಲ್ಯೂ.ಎಂ.ಎಂ. ಸೋಲಾರ್ ಪ್ರೈ ಲಿ., ಅಹಮದಾಬಾದ್

	ಟೆಂಡರ್‌ನ ಷರತ್ತುಗಳನ್ನು ಒಳಗೊಂಡಂತೆ ಟೆಂಡರ್ ದಸ್ತಾವೇಜುಗಳ ವಿವರಗಳನ್ನು <b>ಅನುಬಂಧ-1</b> ರಲ್ಲಿ ಒದಗಿಸಲಾಗಿದೆ.
ಈ)	ಈ ಯೋಜನೆಯನ್ನು ಯಾವಾಗ ಪ್ರಾರಂಭ ಮಾಡಲಾಗಿದೆ; ಜೆಸ್ಸಾಂ ಮತ್ತು ಪ್ರಸ್ತುತ ಕಾರ್ಯಾಚರಣೆಯಲ್ಲಿರುವ ಸಂಸ್ಥೆ / ಕಂಪನಿ ನಡುವೆ ಆಗಿರುವ ವಿದ್ಯುತ್ ಖರೀದಿ ಒಪ್ಪಂದದ ವಿವರಗಳನ್ನು ನೀಡುವುದು ಹಾಗೂ ಎಷ್ಟು ವರ್ಷಗಳವರೆಗೆ ಸದರಿ ಸಂಸ್ಥೆ/ ಕಂಪನಿ ಕಾರ್ಯಾಚರಣೆ ಮಾಡಲು ಗಡುವು ನೀಡಲಾಗಿದೆ;
	ಈ ಯೋಜನೆಯನ್ನು 1993-94 ರಲ್ಲಿ ಪ್ರಾರಂಭ ಮಾಡಲಾಗಿದ್ದು, 30.08.2017 ರಿಂದ 25 ವರ್ಷಗಳ ಅವಧಿಗೆ ನವೀಕರಣ, ಚಾಲನೆ ಮತ್ತು ನಿರ್ವಹಣೆ ಕೆಲಸಗಳಿಗೆ ಮೆ   ಇಂಜಿನಿಯರ್ಸ್ ಪವರ್ ರಿಸೋರ್ಸಸ್ ಇಂಡಿಯಾ ಪ್ರೈ ಲಿ., ಬಳ್ಳಾರಿ ಇವರಿಗೆ ಗುತ್ತಿಗೆ (Lease) ನೀಡಲಾಗಿದೆ. ಪ್ರಸ್ತುತ ಕಾರ್ಯಾಚರಣೆ ಮಾಡುತ್ತಿರುವ ಸಂಸ್ಥೆ/ಕಂಪನಿ ಹಾಗೂ ಕೆ.ಪಿ.ಟಿ.ಸಿ.ಎಲ್/ ಜೆಸ್ಸಾಂ/ಬೆಸ್ಸಾಂ ನಡುವೆ ವಿದ್ಯುತ್ ಸಾಗಾಣಿಕೆ ಮತ್ತು ಪೂರೈಕೆಗೆ (Wheeling & Banking) ಆಗಿರುವ ಒಪ್ಪಂದದ ಪ್ರತಿಯನ್ನು <b>ಅನುಬಂಧ-2</b> ರಲ್ಲಿ ಒದಗಿಸಲಾಗಿದೆ.

ಸಂಖ್ಯೆ: ಎನರ್ಜಿ 328 ಇಬಿಎಸ್ 2024

  
(ಕೆ.ಜಿ.ಜಾರ್ಜ್)  
ಇಂಧನ ಸಚಿವರು



KARNATAKA POWER CORPORATION LIMITED  
(A Government of Karnataka Enterprise)

No. LOT/CEED/EE4/MHS/1305

Date:16-07-2015

**Notice Inviting Tender**  
(Through e-Procurement Portal Only)  
**Abstract Bid Notification**

SUB: Bids are invited in English from the qualified bidders for taking lease of mini hydel stations situated at Mallapur, Sirwar, Ganekal and Kalmala for Renovation, Operation and Maintenance on 'As is where is' condition-Reg

Bids are invited in English from the qualified bidders for taking lease of mini hydel stations situated at Mallapur, Sirwar, Ganekal and Kalmala for Renovation, Operation and Maintenance on 'As is where is' condition.

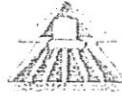
The details of NIT & brief bid notification can be seen on KPCL web site: [www.karnatakapower.com](http://www.karnatakapower.com) & <https://eproc.karnataka.gov.in>. Tender documents may be downloaded from Government of Karnataka e-procurement website <https://eproc.karnataka.gov.in> under login for Contractors.

The bid documents can be down loaded from e-procurement web from 16-07-2015. The last date for submission of bids through e-portal is upto 14.00Hrs on 18-09-2015

**Further details can be had from:**

Chief Engineer (Electrical Designs),  
Karnataka Power Corporation Ltd.,  
# 22/23, Sudarshan Complex,  
III Floor, Sheshadri Road,  
BENGALURU - 560 009.  
Telephone No:080-22202950-54/22202654  
Fax No:080-22202916  
Web site: [www.karnatakapower.com](http://www.karnatakapower.com)  
Email: [eced@karnatakapower.com](mailto:eced@karnatakapower.com)

Chief Engineer (Elect. Designs)  
Karnataka Power Corporation Ltd.,  
Sudarshan Complex, III Floor,  
No. 22/23, Sheshadri Road,  
BANGALORE - 560 009.



**KARNATAKA POWER CORPORATION LIMITED**

(A Government of Karnataka Enterprise)

**Brief bid notification**

No. LOT/CEED/EE4/MHS/1305

Date: 16-07-2015

**Notice Inviting Tender**

(Through e-Procurement Portal Only)

**Sub:** Lease of mini hydel stations situated at Mallapur, Sirwar, Ganekal and Kalmala for Renovation, Operation and Maintenance on 'As is where is condition-Reg

1.0 THE CHIEF ENGINEER (ELECTRICAL DESIGNS) Invites bids from the qualified bidders for Lease of mini hydel stations situated at Mallapur, Sirwar, Ganekal and Kalmala for Renovation, Operation and Maintenance on 'As is where is condition. Pre-qualification criteria & bid documents may be downloaded from Government of Karnataka e-procurement website <https://eproc.karnataka.gov.in> under login for Contractors.

3.0 After login to Contractors, please scroll down to the right side bottom to see list of tenders under services, please click there to find the details of NIT & download copy of the tender. The tender can be downloaded from the portal within the prescribed date & time published in the portal. Only interested Contractors who wish to participate shall remit on line transaction fee for tender after registering in the portal. The transaction fee is non-refundable.

**4.0 EARNEST MONEY DEPOSIT (EMD)**

An Earnest Money Deposit for an amount of Rs. 3.45lakhs( Rupees three lakh forty five thousand only) as indicated in the Notice inviting bids and/ or Brief bid notification shall accompany each bid as detailed in following paragraphs:

4.01 Earnest Money Deposit of Rs. 3.45lakhs (Rupees three lakh forty five thousand only) shall be paid online through e-Procurement portal using any of the following payment modes:

- a. Credit Card,
- b. Direct Debit,
- c. National Electronic Fund Transfer (NEFT),
- d. Over the Counter (OTC) (only through designated branches of ICICI Bank).

4.02 Bids not accompanied by the requisite EMD shall be summarily rejected.

4.03 If the bidder withdraws his bid before the expiry of the bid validity period prescribed in the bid specification or if the successful bidder fails to submit the Contract performance guarantee as specified in the bid & or fail to enter into a Contract with the Corporation in the form prescribed with

## INSTRUCTION TO BIDDERS

### 1.00 GENERAL INSTRUCTIONS:

- 1.01 Karnataka Power Corporation Ltd., (KPCL) herein after called the Corporation invites Bids for the scope of work detailed in the accompanying specifications.
- 1.02 The Chief Engineer (Electrical Designs), Karnataka Power Corporation Ltd., (KPCL) or his authorized representative will receive bids through e-procurement portal of GOK in respect of services to be provided as set forth in the accompanying specification. All bids shall be prepared and submitted in accordance with the bid instructions.
- 1.03 The period of lease shall be for a period of 25 years. It shall be reckoned from the date of completion of renovation works or 8 months from the date of LOA whichever is earlier.
- 1.04 The Corporation at its discretion may extend the last date for the submission of bids and / or may amend the bidding documents in accordance with clause 4.04 of this section-"Instruction to Bidders", in which case all rights and obligations of the Corporation and Bidders previously subject to the last date shall thereafter be subject to the last date extended.
- 1.05 The Bidders shall bear all costs associated with the preparation and uploading of Bids to e-procurement portal and the Corporation shall in no case be responsible or liable for these costs.
- 1.06 The bid must contain the name, residence and place of business of the person or persons making the bid and **must be signed by the bidder wherever specified in the bid**. The name of the person signing shall be handwritten/typed or printed below the signature. No bid will be considered which does not bear the signature from the authorized person at the bottom of page of the bid wherever specified in the bid.
- 1.07 Incomplete Bids and/or bids not accompanied by the Earnest Money Deposit (EMD) will not be accepted and the Corporation will not be responsible for delays in uploading of documents or incorrect uploading of documents, if any.

### 2.00 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.01 The bidder may modify or withdraw his bids after the bid submission, provided that such modification or withdrawal is uploaded to e-portal prior to the deadline prescribed for the submission of bids.

- 2.02 Bidder's modification or withdrawal notice shall be prepared, marked and uploaded to e-portal in accordance with the provision therein.
- 2.03 No bid is allowed to be modified after the last date and time for submission of bids.
- 3.00 **GENERAL CONDITIONS:**
- 3.01 Bidders shall quote in Indian rupees only.
- 3.02 The notification in web site of KPCL is subject to changes. Bidders are requested to contact the authorized person/office indicated in the notification for the authentic prevailing version. The management does not take any responsibility for any consequences arising out of any acts of forbearance on the part of third parties on the basis of the above notification.
- 4.00 **BID DOCUMENTS**
- 4.01 The scope, bidding procedures and Contract terms are as prescribed in the bidding documents which consists of following parts. The content of each part is given below;
- 1) Abstract bid notification and Notice inviting Tenders.
  - 2) Instructions to Bidders, Special Terms & Conditions
  - 3) Section I,II,III - General conditions of Contract, Special Conditions & general technical specifications and Brief description of project & technical details.
  - 4) Schedules, Price schedule & Annexures, etc.
- 4.02 Letter from M/s BHEL and M/s Boving Fouress Limited (Original Equipment manufacturer – turbine) would be published in the e-portal separately.
- 4.03 Bidder is expected to examine all instructions, forms, terms and specification in the Bid Document. The bidder shall visit the site to study the project features and existing conditions.
- 4.04 **Clarification on bidding document:** Prospective bidders requiring any further information or clarification on the bidding documents may notify in writing to the Corporation on or before the date specified for the receipt of such request for clarification as indicated in the notice inviting tenders. The Corporation will respond in writing to any request for information or clarification of the bidding documents. The Corporation's response/clarification will be posted in e-portal. These responses/ clarifications furnished by the Corporation will form a part of bidding document.
- 4.05 **Amendment to bidding document:** At any time prior to the dead line for submission of bids, the Corporation may, for any reason, whether on its own initiative, or in response to a clarification requested by the prospective bidders, modify the bidding document by an amendment

related requirement within 30 days of the date of letter of award, the bid guarantee will be forfeited as liquidated damages.

- 4.04 The EMD furnished by unsuccessful bidders will be returned, only after the award of Contract & entering in to agreement with the successful bidder.
- 4.05 For the successful bidder, the EMD will be returned, only after he enters into Contract agreement & furnishes the Contract performance guarantee (Security Deposit) in an acceptable form.
- 4.06 No interest is payable to the bidders for the Earnest Money Deposit.
- 5.0 Tenders (both Cover-I & II) must be **electronically submitted** (online through internet) within the date & time published in e-procurement portal. Cover-I of Tender will be opened at prescribed time & date in the e-procurement portal, in presence of the Tenderers who wish to attend at the office of the Chief Engineer (Electrical Designs), KPCL, Sudarshan Complex, 22/23, Third Floor, Sheshadri Road, Bengaluru-560 009. Opening of Cover-II shall be intimated later.
- 6.0 Brief scope of tender is as follows. Other details can be seen in the tender documents.

Sl. No	Name of work	EMD/ Payment mode	Tender processing fees (Non-refundable)
1	Lease of mini hydel stations situated at Mallapur, Sirwar, Ganekal and Kalmala for Renovation, Operation and Maintenance on 'As is where is condition	Rs. 3.45lakhs  ( Rupees three lakh forty five thousand only)	As per e- procurement portal.

#### 7.0 Calendar of Events:

a)	Date of issue of NIT	As published in e-portal
b)	Last date for receipt of queries	04-08-2015
c)	Date of pre-Bid meeting	10-08-2015
d)	Date of furnishing clarifications	As published in e-portal
e)	Last date for receipt of completed bids-cover-I&II (two covers) through e-procurement portal up to 14:00hrs on	18-09-2015
f)	Date of opening of cover-I @ 15:00hrs	21-09-2015
g)	Date of opening of cover-II (price bids) of qualified bidders.	Would be intimated later.

8.0 Eligibility Criteria:

The intending bidder shall satisfy the following pre-qualification requirements:

- a) The bidder shall be a company owning, operating and maintaining at least power plant/s of capacity not less than 10.75 MW installed capacity and furnish ownership document for owning power plant/s of capacity not less than 10.75MW of its own and generation statement along with joint energy meter reading for a period of two consecutive years during the last five years period; and
- b) The bidder will obtain a consent letter from the respective Original Equipment Manufacturer (turbine) stating that the Original Equipment Manufacturer (turbine) is ready to work with the bidder towards the renovation of the respective hydel stations; and
- c) The bidder will submit an affidavit of undertaking that if he were to be successful in the tender, he will enter into a Contract with the Original Equipment Manufacturer (turbine) for the purpose of renovation. In the event he fails to engage the Original Equipment Manufacturer (turbine) for the renovation works, KPCL is at liberty to cancel or terminate the Contract and award it to the next eligible bidder; and
- d) The bidder shall have an annual turnover of minimum Rs.5 crores in any two financial years during the previous five financial years and furnish annual financial statements or reports duly certified by the chartered accountant for any two financial years during the previous five financial years to establish the annual turnover requirement stipulated;and
- e) The bidder company shall furnish an undertaking that the existing Contract labourers working in the above power stations shall be continued in the respective power stations;and
- f) The bidders whose EMD has been forfeited and / or whose Contract has been foreclosed/terminated during the last five years are not eligible to bid; and the Bidder shall give notarized declaration as per the prescribed proforma that EMD has not been forfeited & none of his Contracts have been terminated /foreclosed on account of their default in KPCL or elsewhere during the last 5years. (Declaration by the bidder shall be duly signed by the Notary & uploaded in the e-portal in Cover-1).

9.0 **The tender is of two cover system.**

The Bidder shall upload scanned copies of the following documents:

**A. COVER-I (Technical Bid)**

- a) Pay EMD as prescribed.
- b) Documents to meet the eligibility criteria specified in NIT.



- c) Details of the Commercial terms & conditions, all the schedules specified in bid documents pertaining to commercial terms & conditions. All the technical details, etc., of the technical offer.

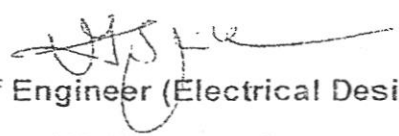
**B. COVER-II (Price Bid)**

Price schedule only (Price Bid).

- 10.0 Bids submitted within the scheduled date & time shall only be eligible for further processing of the bids. Any bid submitted after the date & time specified shall be rejected even if it is accepted by the e-portal. Date & time stamp of the e-portal system shall be final in deciding the time of submission of bid. Decision of the Corporation in this regard shall be final & acceptable to all the bidders.
- 11.0 The original documents should be produced for verification at any stage of tender process as and when sought for, failing which, the bids are liable for disqualification.
- 12.0 Prices shall be furnished in price schedule and in the e-procurement portal only in the space provided for uploading "FINANCIAL BID DOCUMENTS".
- 13.0 Price bid of tenderers who have furnished the documents to meet the eligibility criteria, and found substantially responsive will only be opened.
- 14.0 The tender shall be valid for 180 days from the date of opening of 'Cover-I' of the bid.
- 15.0 KPCL reserves the right to verify any information/documents furnished by the bidder should the circumstances so warrant. In case the information or the documents furnished are found to be incorrect/false or invalid then the EMD furnished by such bidder shall be forfeited.
- 16.0 Corporation reserves the Right to reject any or all the tenders without assigning any reasons. However, in all cases KTPP act shall be followed.
- 17.0 **Security deposit:** The bidder shall provide a Bank Guarantee issued by any Nationalized / Scheduled Bank in favour of Karnataka Power Corporation Limited., within 30days from the date of acceptance for an amount equivalent to 10% of the annual lease rent along with KVAT and other taxes at the time of execution of the agreement, which shall be renewed every year till the completion of the term of the Contract Agreement, in the prescribed format. If the performance BG is not furnished within 30days from the date of acceptance, EMD amount will be forfeited.
- 18.0 **Terms of payment:**
- a) The successful bidder shall pay KPCL 25% of the quoted lease rent along with KVAT and other taxes in the form of Demand draft/ pay order in favour of KPCL which shall not carry any interest within three months from the date of acceptance and execute the Lease deed Agreement. The balance 75% of the quoted lease rent along with along with KVAT and other taxes shall be paid in the form of Demand draft/pay order to KPCL on or before four months from the date of

execution of the Contract Agreement. The quoted lease rent along with KVAT and other taxes shall be paid to KPCL for the second year and onwards at least 30 days in advance.

- b) The successful bidder shall also pay an amount of Rs 319.32 lakhs to the Corporation within one year from date of execution of lease deed being the expenditure incurred towards maintenance of the plants by the Corporation. An amount of Rs 319.32 Lakhs is the one time lumpsum payment which shall be paid by the bidder within 9 months from the date of handing over of site for renovation works. This is a fixed amount to be paid by the successful bidder.
- C. The bidder shall commence the power generation before completion of 6 months from the date of handing over of all the four power stations.
- D. The power houses will be handed over to the successful bidder within 30 days from the date of execution of Contract agreement. A list of all major equipment and auxiliaries covering all the assets shall be jointly prepared before handing over the stations to the successful bidder, which shall be binding on both the parties.
- E. The successful bidder shall invest the required cost of renovation of the mini hydel power stations and operation and maintenance cost of the plants.
- F. Any other information required may be obtained from the office of the undersigned during office hours.
- G. Bidders who have not obtained the user ID & Password for participating in e-procurement in Karnataka Power Corporation Limited may now obtain the same from the website (<https://eproc.karnataka.gov.in>).
- H. Corrigendum/modification/corrections, if any, will be published in the website only. For any clarification on e-procurement or request for e-procurement training, bidder can contact **HP HELPDESK** at 080-25501216/25501227/22340060.
- 19.0 **Arbitration:** Any bid with a stipulation for settlement of dispute by reference to arbitration will not be accepted.
- 20.0 **Suit or proceedings:** Any suit or proceedings arising out of this Contract shall be instituted at Law court in Bangalore, Karnataka state. Any bid with a stipulation for settlement of dispute by reference to arbitration will be liable for rejection.

  
Chief Engineer (Electrical Designs)

KPCL, Bangalore.

which will be notified in e-portal and this amendment will be binding on them.

4.06 **Pre Bid meeting:** A pre bid meeting will be held as notified in NIT and all the bidders could attend the pre-bid meeting. The purpose of the pre bid meeting is to clarify the Commercial and Technical Condition of the bids if any. The clarification as sought by the bidders and the clarification issued by the Corporation shall be posted in e-portal and shall form a part of Bid document.

4.07 Verbal clarifications and information given by the Corporation or its employees or its representatives shall not in any way be binding on the Corporation.

## 5.0 SCOPE OF PROPOSAL

5.01 The scope of proposal shall completely cover for Lease of KPCL's mini Hydel stations situated at Mallapur, Sirwar, Ganekal and Kalmala for Renovation, Operation & Maintenance of as specified in the bid document.

5.02 Bids not covering the entire scope of works for the proposal quoted will be treated as incomplete and are liable to be rejected in terms of the "Karnataka Transparency in Public Procurement Act".

## 6.0 PRE-QUALIFICATION REQUIREMENTS:

The intending bidder shall satisfy the following pre-qualification requirements:

- a) The bidder shall be a company owning, operating and maintaining at least power plant/s of capacity not less than 10.75 MW installed capacity and furnish ownership document for owning power plant/s of capacity not less than 10.75MW of its own and generation statement along with joint energy meter reading for a period of two consecutive years during the last five years period; and
- b) The bidder will obtain a consent letter from the respective Original Equipment Manufacturers (turbine) stating that the Original Equipment Manufacturers (turbine) is ready to work with the bidder towards the renovation of the respective hydel stations; and
- c) The bidder will submit an affidavit of undertaking that if he were to be successful in the tender, he will enter into a Contract with the Original Equipment Manufacturers (turbine) for the purpose of renovation. In the event he fails to engage the Original Equipment Manufacturers

- (turbine) for the renovation works, KPCL is at liberty to cancel or terminate the Contract and award it to the next eligible bidder; and
- d) The bidder shall have an annual turnover of minimum Rs.5 crores in any two financial years during the previous five financial years and furnish annual financial statements or reports duly certified by the chartered accountant for any two financial years during the previous five financial years to establish the annual turnover requirement stipulated;and
  - e) The bidder company shall furnish an undertaking that the existing Contract labourers working in the above power stations shall be continued in the respective power stations;and
  - f) The bidders whose EMD has been forfeited and / or whose Contract has been foreclosed/terminated during the last five years are not eligible to bid;and
  - g) The Bidder shall give notarized declaration as per the prescribed proforma that EMD has not been forfeited & none of his Contracts have been terminated /foreclosed on account of their default in KPCL or elsewhere during the last 5years. (Declaration by the bidder shall be duly signed by the Notary & uploaded in the e-portal in Cover-1).

## 7.0 SUBMISSION OF BIDS

- 7.01 The Bidder should submit the offer in two parts (Two cover system).  
Cover-1: EMD, Documents to meet qualifying requirements, commercial terms and conditions, technical specification and particulars, notarized declaration, etc. Cover-2: The Price Bid only.  
**Both cover-1 & 2 shall be submitted together before the last date & time fixed for receiving the bids through e-portal only.**
- 7.02 Cover-1 of the bidders will be opened first in the presence of bidders who choose to be present at the time of bid opening. Documents furnished will be scrutinized to determine the bidders' meeting the qualification criteria. The cover-2 (comprising of price bids) of only those Bidders who are qualified as per qualification requirement stipulated in the NIT and found substantially responsive, would be opened. The date of opening of cover-2 would be posted in e-portal.
- 7.03 Corporation reserves the right to request for additional information and also reserves the right to reject the proposal of any bidders, if in its opinion the qualification and other data are incomplete.
- 7.04 The bids shall be preferably prepared by typing and posted on e – portal. The quoted rates shall be in both figures and words as per the e-portal requirement.

7.05 The bid prepared by the Bidder, all correspondence and documents relating to the bid shall be written in the English language. If any printed literature furnished by the bidder is written in any other language, it shall be accompanied by an English translation of its pertinent passages, duly certified by the bidder's authorized signatory, in which case, for purposes of interpretation of the bid, the English translation shall govern.

7.06 Bidder's bid and the document attached there to shall be considered as forming part of Contract document.

7.07 Any bid which is not submitted in accordance with the instructions stipulated above is liable for rejection. Incomplete Bids / e- mail Bids / Bids not accompanied with EMD / belated Bids will not be accepted.

## **8.0 SIGNATURE OF BIDS**

8.01 The Bid must contain the name, residence and place of business of the person or persons submitting the bid. The name of the person signing should be preferably typed or printed below the signature.

8.02 Bids by a Corporation/Company shall be signed by the authorized persons of the bidding business entity indicating their proper legal name.

8.03 The Bidder's name stated in the proposal shall be the exact legal name of the firm.

## **9.0 LOCAL CONDITIONS**

9.01 It is imperative for each bidder to fully inform himself of all local conditions and factors which may have an effect on the execution of the scope of work covered under Bid document by inspecting the site of work.

9.02 It must be understood and agreed that all the factors that may have an effect on the execution of the scope of proposal have been properly investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under this specification and document will be permitted by the Corporation. Neither any change in time schedule of the Contract nor any financial adjustment arising thereof, which are based on the lack of such clear information or its effect on the cost to the bidder shall be permitted by the Corporation.

## **10.0 SECURITY DEPOSIT:**

10.01 The bidder shall provide a Bank Guarantee issued by any Nationalized / Scheduled Bank in favour of Karnataka Power Corporation Limited., for an

amount equivalent to 10% of the annual lease rent along with KVAT and other taxes at the time of execution of the agreement, which shall be renewed every year till the completion of the term of the Contract Agreement, in the prescribed format.

- 10.02 If the bidder withdraws his bid before the expiry of the bid validity period prescribed in the bid specification or fails to enter into an agreement with Karnataka Power Corporation Ltd., in the form prescribed with related requirement within 30 days of the date of letter of award, the EMD shall be forfeited.
- 10.03 The EMD furnished by unsuccessful bidders will be returned, only after entering in to agreement with the successful bidder.
- 10.04 The EMD of the successful bidder will be returned, only after the bidder executes the Contract agreement and submits specified performance security Bank Guarantee.
- 10.05 No interest is payable to the bidders for the Earnest Money Deposit amount.

#### **11.0 BID OPENING:**

- 11.01 If the bid opening day turns out to be a holiday for some reason, the bids will be opened on the following working day at the same time and location address.
- 11.02 The Bidders name, presence and absence of bid security (EMD) and such other details as Karnataka Power Corporation Ltd., may consider appropriate will be read out during opening of Cover-1 and prices quoted, will be read out during opening of Cover-II.

#### **12.0 PRELIMINARY EXAMINATION:**

- 12.01 KPCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 12.02 Arithmetical errors will be rectified on the following basis.
  - a) If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, unit price shall prevail and the total price shall be corrected.