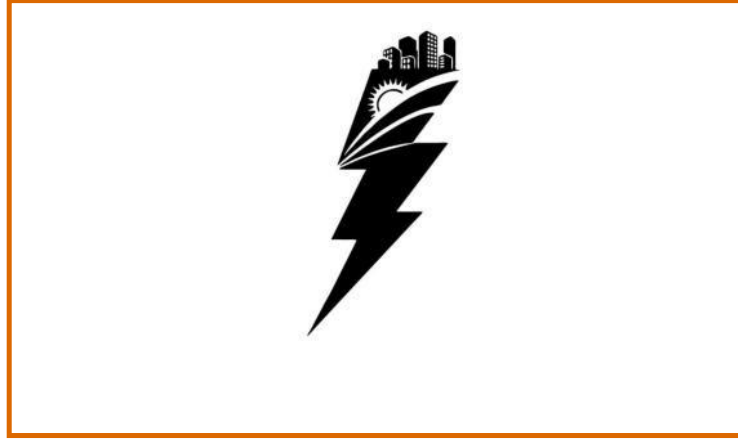


KANPUR ELECTRICITY SUPPLY COMPANY LIMITED



E-Tender No. 02/EE(Store)/2024-25

**Tender description : Repairing of damaged Power Transformer
33/6.6 KV 3.15 MVA capacity**

*Issued By:
Office of The
Executive Engineer (Store)
Kesco, Kanpur.*

Phone No 9839105490

Website:- www.kesco.co.in

Date of Opening of part-1: 07.10.2024

Tender Cost (inclusive GST): 1180.00

Last date & Time of Submission:- 07.10.2024 & 02:00 PM

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E-Tender Notice

RFP No.

Dated:

E-tenders are invited in two parts (Part-I Techno Commercial Bid and Part II Price Bid) for the work of (Project Description in brief) in KESCO Kanpur. Bid document (Tender Specification) is available online on <https://etender.up.nic.in> as per particulars indicated below. Any changes in the Bid Schedule, corrigendum etc. shall also be notified via same website. Prospective bidders are therefore requested to regularly check the website for any updates.

SN o.	Particulars	Details
1	e-Tendering Notice no.	
2	e-Bid Portal (website)	https://etender.up.nic.in
3	Name of Work/Supply	Repairing of damaged Power Transformer of 33/6.6 KV 3.15 MVA capacity in KESCO.
	Supply of material with quantity	As per details enclosed
4	e-Tender Cost	Rs. 1000+ GST (@ 18%)- Total Rs. 1180.00 (Non- Refundable)
7	Earnest money deposit	Rs. 7000.00 (Rs. Seven Thousand Only)
8	Document downloading/sale date starts	20.09.2024 (6:00PM)
9	Document download/ sale date ends	07.10.2024 (02:00PM)
10	e-Bid submission start date	20.09.2024 (06:00PM)
11	e-Bid submission end date	07.10.2024 (02:00PM)
12	Opening date of e-bid part-I	07.10.2024 (04:30PM)
13	Opening date of e-bid part-II (Price Part)	Will be notified later.

Note: Bid shall be accepted through the e-tender portal. Tender issuing authority is not responsible for the delay/downloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website. Cost of Bid Document (in the form of NEFT/RTGS) & Earnest Money Deposit (EMD in the form of NEFT/RTGS) shall be in favour of KESCO payable at Kanpur. Further details are available at website: <https://etender.up.nic.in>

Kesco reserves the right to reject any or all proposals or cancel the bid without assigning any reason thereof.

Eligibility Criteria/Pre-Qualifying Requirements

1. Tenderer meeting following conditions only will be considered:-

The tender shall meet either of the following pre-qualifying conditions -

(a) The tenderer is an established power transformer manufacture satisfying the following condition -

(i) The Bidder Should have a valid class 'A' Electrical License holder.

(ii) Have supplied at least 02 nos. power transformers of 3.15 MVA or above rating, having satisfactory performance to UPPCL/UPPTCL/KESCO/Other DISCOMs/other Central & State Govt. department & PSUs.

OR

(b) The tenderer is repairer of power Transformers for UPPCL/UPPTCL/KESCO/Other DISCOMs/other Central & State Govt. department & PSUs satisfying following two conditions -

(i) Must have repaired atleast 02 Nos. power transformers of capacity 3.15 MVA or above satisfactorily.

(ii) The repaired transformers should have been in satisfactory service for more than two year.

Note: The experience of minor repairs against work-order at division level shall not be considered. The repair works must involve manufacturing of HV/LV coils and complete testing of transformer as per clause '16' of Technical Specification.

2. Date of consideration: The above cited experience and manufactured quantities shall be counted as on the date of opening of the tender. All statement and claim should be duly supported by authenticated copies of documents without which the tender is liable to be rejected.

3. The tenderer must have necessary resources, organization and equipment to undertake the repair work of power transformer including testing at their workshops.

4. The tenderer must have all necessary facilities at their works for carrying out such routine and acceptance tests along with heat run test facility as prescribed in the relevant ISS and any other routine and acceptance test as Specified in the specification. Documentary evidence of existence of such facilities will be filed along with the tender.

5. The bidder/firm should be registered under GST and should have Income Tax returns filed for last three years.

6. Financial Requirement

a. The Minimum Average Annual Turnover (MAAT) for the best Three years out of the last five financial year MAAT should not be less than Rs. 1050000.00

b. Net worth of the bidder should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.

c. Solvency The bidder should have a minimum solvency of Rs. 175000.00 or credit facility for the same from Nationalized/scheduled bank

7. The bidder shall have to annex character certificate from the District Magistrate along with the Techno commercial part of the bid document, issued within 3 month from the date of bid opening.

8. The Bidder Should not be blacklisted/debarred from business in any Govt./Semi Government/PSU/Local bodies etc. at the time of bid opening. They have to submit an undertaking regarding this along with the bid.

Tender No. 02/EE(Store)/2024-25

Terms & Conditions

- 1.** Contractor must be Registered with Labour Department for engaging labour. Proof of Name, Address and other details of the person engaged by him may also be submitted by him.
- 2.** Contractor will follow the orders regarding minimum wages decided by DM/Labour Department.
- 3.** In compliance of minimum wages act, contractor will pay the wages to the persons engaged by him through cheque before the concerned EE (Store) will also verify that wages have been paid in the presence in the first week of every month indicating cheque no. date & amount paid. If payment is made through cash instead of cheque, FIR will be lodged against contractor & agreement between contractor & KESCo will stand cancel. In such case no payment will be released to contractor by the payment authorities/KESCo.
- 4.** Contractor shall be registered with EPF Commissioner also and will deduct EPF from the salaries of the persons engaged as per existing rules and deposit the same to EPF Commissioner's office. Photocopy of depositing EPF will have to be furnished to KESCo.
- 5.** Contractor will submit written certificates taken from the persons engaged by him that they will neither claim for employment in KESCo. Nor file any suit in the court of law regarding employment in future.
- 6.** Contractor will issue identity card to all the persons engaged and also submit character certificate in respect of each person and he will be responsible for any mischief committed by any of his labour.
- 7.** The Work shall be carried out under supervision of Executive Engineer (Store), KESCo, Kanpur and also look after the work by Assistant Engineer.
- 8.** The Contractor shall be responsible for the safety of their men & material and also for compensation to their labours as legally applicable and no claim in this respect shall be admissible in KESCo.
- 9.** If any damage to the departmental vehicles occurred by the Driver/Helper intensely that shall be recovered from the contractors.
- 10.** Deduction of Income Tax/U.P. Trade Tax will be made from the contractor's bill as per rule enforce at the time of payment.
- 11.** In case of any dispute arises regarding work of workmanship, the decision of Managing Director, KESCo, Kanpur shall prevail and binding on both parties.

Other terms & conditions of this order will be governed by from 'A' of UPPCL and agreement.

INSTRUCTION TO BIDDERS

1. Definition(s)

In this bid document (including all the appendices), unless the context otherwise requires, the terms given below shall have the following meanings assigned to them:

“Addendum” shall mean any other document issued to the bidders in addition to the bid document by the KESCO in the context of this bidding process.

“Agency / Service Provider/Contractor” shall mean the successful bidder who has received the Letter of Award and signed the agreement with the KESCO to execute the Contract.

Award of Contract” shall mean the issue of the Letter of Award/Letter of Intent.

Bid/Tender” shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in bid documents.

“Bidder” shall mean the firm/party who quotes the offer against a tender or Expression of Interest.

“Bid documents” shall mean all the documents issued to the bidder to procure works/services/materials.

“BG” shall mean Bank Guarantee.

“Business” shall mean electricity distribution and Revenue collection activities

“Companies Act” shall mean The Companies Act, 1956 (as amended or replaced from time to time).

“Consumer” shall mean any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;

“Contract” means the Contract Agreement entered into between the KESCO and the Agency/servicer/Contractor, together with the Contract Documents referred to therein; all such documents shall constitute the Contract and the term Contract shall in all such documents be construed accordingly.

“Contract value” shall mean the Original contract value, as adjusted after giving effect of (i) price escalation (as per the statutory provisions), and (ii) changes in statutory taxes which is to be compensated by KESCO as per the contractual provisions (if any).

“Circle office” shall mean offices which manage and control working of Divisions. Circle Office operates under Regional Office and has a number of divisions.

“Division office” shall mean offices which manage and control working of EDCs/ Zones. Division Office operates under Circle office and have a number of EDCs/ Zones.

“EMD” shall mean Earnest Money Deposit.

“Engineer In charge” shall be the officer under whose office the work stipulated in contract is executed.

“Instruction” shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the KESCO from time to time during the Contract Period.

“Month” shall mean calendar month.

“Notice in Writing” or “Written Notice” shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addresses or electronic media and shall be deemed to have been received when in ordinary course of post it would have been delivered.

“DISCOM” or “Service Recipient” or “Discom” shall mean (Name of the Discom-KESCO)

“Services” shall mean all the services which the successful bidder is required to provide under the scope of work to the KESCO under the Contract.

“Successful bidder” shall mean the bidder who has received the letter of award/Loi from the KESCO to execute the work as per specification/contract.

“Work Order” means written order signed by the KESCO after the successful bidder has acknowledged the LOA/LoI. This along with LOA, Specifications (RfP) document and the bidders response to RfP shall constitute Part of the Contract.

“Work” shall mean services to be provided by the Agency under the „Work Order“ or “Contract“.

“Zone” means Distribution Zone operates Operation & Maintenance (O&M) activities for a defined area in city divisions. Zone is a smallest business unit in Kesco in city divisions. Zone works under city Division office.

2. Availability of Bid documents

The bid document will be uploaded on E-portal of Government of Uttar Pradesh (GoUP) as mentioned in E-tender Notice, the same can be downloaded and submitted on E-portal along with desired EMD on due date as specified in E-tender notice os bid document. The tender fees shall have to be submitted along with submission of the bid.

3. Invitation of Bids

The KESCO. is hereby inviting unconditional bids for procuring works/services/material as specified in the bid document through domestic competitive bidding (open bidding mode) from bidders fulfilling the criteria specified “Eligibility criteria for bidders”.

The bidding process shall be undertaken through Single-Stage Two-Envelope method through e-tendering. The tender information has been provided in relevant section of Bid documents.

4. Consortium/Joint venture Bidding

Consortium bidding/Joint venture bidding as mentioned in Pre-qualification requirement.

5. Eligible Bidders

A Bidder may be an individual, private entity, government-owned entity - subject to clause 5.2 below, and shall furnish as part of their unconditional bid, documents establishing the bidder’s

qualifications to perform the works/services to the satisfaction of the KESCO/Service Recipient. The detailed eligibility criteria are listed out in Eligibility Criteria for Bidders.

Bidders shall provide such evidence of their continued eligibility satisfactory to the KESCO officials, as the KESCO shall reasonably request.

6. Responsibility of bidder(s)

KESCO will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the KESCO or any other data.

Verbal agreement or conversation with any officer/employee of the KESCO either before or after the submission of bid shall not affect or modify any of the terms and conditions or obligations contained herein.

It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the cost, duration and execution of the works/services.

7. Eligibility criteria

The bidder(s) shall furnish, as part of their unconditional bid, documents establishing the bidder's qualifications to perform the works/services to the satisfaction of the KESCO. The detailed eligibility criteria are listed out in Pre-Qualification requirement of this bid document.

Notwithstanding anything stated therein, the KESCO reserves the right to inquire and review the bidder's capability and capacity to perform the work during the course of evaluation or after award.

8. Project site visit

The bidder is advised to visit and examine the site/workshop where the works/services is to be executed and its surroundings; and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, submission of offer and entering into a Contract for execution of works/services. The cost of visiting the site shall be borne by the bidder.

The bidder and any of its authorized personnel shall be granted permission by the KESCO to enter in its premise(s) and land(s) for the purpose of such inspection, but only upon the condition that the bidder and its personnel shall release and indemnify the KESCO and its personnel from and against all liability in respect thereof and shall be responsible for death or personal injury, loss of or damage to property.

9. Process to be Confidential

This bid document and any other document(s) released, information provided, discussions held, etc., as part of the bidding process, is strictly confidential and must not be divulged to anyone who is not directly involved in preparation of the bid, and the bidder(s) shall keep all information within this proposal or gained during the bidding or other processes confidential. No information or publicity will be allowed to any third party unless specific written authorization is obtained from the KESCO.

10. Clarifications on bid documents

The bidders are expected to be fully conversant with all the clauses of the bid document before responding to it. However, prospective bidder(s) requiring any clarification on bidding documents may notify the KESCo in writing through email/fax/post, to the address as mentioned in E-tender Notice of this bid document, two days prior to the Pre-bid conference, if any. The queries shall be accepted only from the accredited/authorized officers or executives of the bidder(s).

Pre-bid Conference:- The KESCo may invite a pre-bid conference in which all prospective bidders are requested to participate. The date, time and place of pre-bid conference is mentioned in the NIT/e-portal. The bidders are requested to send their authorized representatives to attend the pre bid meetings along with the queries regarding the bid documents, if any. The reply of queries will be uploaded on e-portal, only. However, attending the pre-bid conference is not a mandatory requirement for submitting the bid documents.

The KESCo will respond only to those queries or request(s) for clarification that it receives during pre-bid conference or prior to the scheduled/extended date of submission of bid documents as prescribed by the KESCo. Replies to the clarifications sought and corresponding amendment(s) to the bid, if any, will be intimated to all bidders through e-portal only. All such clarifications shall form part of the bid documents and shall be incorporated in the bidder's Proposal.

The KESCo reserves the right to defer/decline responding or addressing to such queries/clarification sought that it feels are inappropriate without assigning any reasons whatsoever.

The copies of all the replies/clarifications issued by the KESCo shall also be a part of the tender specification.

11. Preparation of Bids

The bidder shall submit only one (1) unconditional bid in response to this tender/bid document.

The transfer of bid document(s) purchased by one bidder to another is not permissible in any case. Such bids shall be summarily rejected by the KESCo.

The price bid should be duly filled and signed in accordance with the terms and conditions specified in bid documents thereto for online submission.

All pages of the bid document(s) including conditions of Contract, specification, etc., shall bear the full signatures with official rubber stamp (at the bottom right hand corner of the page) by the bidder. Necessary documents in support thereof must be enclosed with bid documents at the time of submission, failing which bid will be treated as non-responsive and will not be considered. Any bid not bearing signatures on all the documents will stand liable for rejection.

General information, which is not specifically requested for in the bid documents, must be attached separately to the techno-commercial proposal and clearly labelled as "Supporting Material".

12. Deviations from terms and conditions of the bid

The bidder must furnish Annex. G, H & I. Proforma for "No Deviations" from Terms and Conditions of Bid Document given as Annexure duly filled and signed by the authorized signatory of bidder.

13. Bid Forms

Wherever a specific form or schedule is prescribed in the bid document, the bidder shall use the same to provide relevant information. If the form or schedule does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

For all other cases, the bidder shall design a form to get the required information from the bidder.

KESCO shall in no case be bound by any printed conditions or provisions in the bidder's bid forms whatsoever.

14. Conditional Bid

The bidders shall offer only unconditional bid as conditional bid are liable to be rejected.

Bidder's printed terms and conditions enclosed with the proposal/offer will not be considered as a part of the Bid under any circumstances whatsoever it may be. These types of bids shall be deemed as conditional bids and shall stand liable for rejection.

15. Deadline for submission of bids

Bids must be submitted on in e-portal only but no later than the time and date as specified in E-tender Notice of Tender Document. In the event of the specified date for submission of bids being declared a holiday for the KESCO, the bids will be received up to the appointed time on the next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents (i.e. bid validity and validity of bid security).

The KESCO may, at its discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/opening of bids by issuing an addendum, in which case all rights and obligations of the KESCO and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

16. Late Bid

Bid(s) received by the KESCO after the bid submission/opening deadline as prescribed in the bid documents will be summarily rejected and shall not be opened to the bidder(s).

17. Withdrawal of Bids

The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in e-tender) and the period of bid validity as per e-tender. If any withdrawal of bid is made by the bidder during the above period, it shall result in the forfeiture of the EMD.

18. Associated cost of bid preparation and submission

The bidder shall bear all the cost and expenses associated with preparation and submission of its bid including post bid discussions, technical and other presentations, etc.

The KESCO shall in no case be responsible for or liable to the costs or in evaluation of bids, regardless of the conduct or outcome of the bidding process.

19. Request for Modifications/Amendments in Bid Specification:-

The bidders may request for clarification or changes in the bid documents by submitting the issues prior to the pre-bid conference date as specified in E-notice tender.

The KESCO at their sole discretion may modify the bid documents if deemed appropriate by issuing addendum as a result of a request or clarification discussed during the pre-bid conference.

20. Language of the bid

The bid prepared by the bidder and all documents relating to the bid, exchanged between the bidder and the KESCO shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by duly certified English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall prevail

21. Amendment(s) to bid documents

At any time prior to the deadline for submission of the bid or extended date, if deemed necessary, KESCO reserves the right to add/modify/delete any portion of bid document by issue of an amendment/addendum, which will be sent to all such bidders, who have indicated their intention to bid. KESCO will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the bidder. KESCO shall assume that the information contained therein will have been taken into account by the bidder in its bid.

The amendment(s) to bid documents shall be binding on all bidders.

In a scenario where the interested bidder has already submitted its bid post which the KESCO issues an addendum/amendment to this bid document then such bidders shall be allowed to submit addendum to the already submitted bid but not after opening of Bid envelope-I.

22. Earnest Money Deposit

The EMD amounting **Rs. 7000.00** (1% of cost estimate) shall be submitted online through NEFT/RTGS/BG/FDR receipts to be uploaded on the E-tendering portal.

The bidders are required to deposit EMD online through NEFT/RTGS in Bank Account Number 628805018266, IFSC Code- ICIC0006288, in the name of KESCO, Kanpur in ICICI Bank or in form of bank Guarantee in favour of KESCO, Kanpur. Proof of on line deposit viz. Unique Transaction Reference (UTR) number or copy of original pay in slip of the bank, scanned copy of original bank Guarantee along with copy of confirmation mail from issuing bank shall be uploaded in e-Procurement portal of GoUP.

The bid proposal/offer shall necessarily contain EMD of requisite amount and should be furnished through appropriate mode as specified in Section- "Essential tender information on e-portal" of the bid document. In case EMD is to be deposited through a BG/FDR from a scheduled nationalized bank and in prescribed format, the same shall be uploaded while filling the e-tender. The bidder shall to submit the BG/FDR (in original) in Kesco office within 5 days of opening of bid part-1, failing which their bid shall not be considered for opening of their bid part-2 (Price Part).

Any bid proposal/offer not accompanied by the EMD shall be rejected and returned to the bidder unopened.

If on opening of bid any discrepancy in EMD is found (relating to amount, etc.), the bid shall be summarily rejected.

In case of unsuccessful bidders, the EMD shall be refunded after successful submission of Contract performance guarantee by the successful bidder. No interest whatsoever shall be payable on such deposits lying with the KESCO.

If the successful bidder fails to furnish the contract performance guarantee within thirty (30) days after the issue of Letter of Award (LoA), their EMD shall be liable to be forfeited.

In case the bidder is likely to be awarded the Contract or if the case has not been finalized, the EMD shall be retained for the period equal to the bid validity period. The EMD of successful bidder shall become part of the initial contract performance guarantee. No interest shall be payable on such deposits lying with the KESCO.

The KESCO reserves the right to forfeit EMD or part thereof in circumstances and initiate actions as deemed appropriate, which according to it indicates that the bidders are not earnest in accepting/executing orders placed under given specifications.

The bank charges (if any) shall be attributable to the bidder, only.

EMD shall be forfeited in case of withdrawal or modification of a bid/offer after opening of the bids within the validity period as specified in E-tederNotice.

23. Documents comprising the bid and sealing of bid

Part-I (A)-Envelope- (to be submitted online as well as payment receipt physically super scribing “Earnest Money Deposit” along with tender/bid specification number; name of work/service; name, address and contact of the bidder; and due date/time of bid opening): It shall contain EMD details. However, scanned copy of document in support of proof of online submission of EMD must be uploaded and submitted physically also in Envelope-I (A), within 3 days of opening of bid part-1.

Part-I(B)-Envelope- (to be submitted online): It shall contain all the documents as notified in Section- “Eligibility criteria of bidders” of the bid document in scanned format. Other documents/Proforma (if any) provided in Annexure or elsewhere in the bid document and are pertinent to

Techno-commercial evaluation shall necessarily be furnished (duly filled and signed) in scanned copies.

Part-II- Price Bid- Price Bid shall be submitted online only in the Proforma as per BoQ While preparing the Price Bid, bidders are expected to take into account the requirements and conditions outlined in the bid documents.

Part I(A) and Part I (B) shall be referred as Evelope-1.

24. Submission of bid

Both the Part-1 and Part-2 shall be submitted online only and physically in separate sealed envelopes (At address given below) and these envelopes shall be properly super scribed as Part-I: “Earnest Money Deposit”. Each envelope shall also be super scribed with tender/bid specification number; name of work/service; name, address and contact of the bidder; and due date/time of bid opening.

- The bidders are requested to ensure that they furnish the envelope–I and II appropriately online which should be DIGITALLY signed. Any correction / overwriting should be signed by the bidder. An offer with correction / overwriting without signature of the bidder is likely to be rejected.
- The Bidders are requested to ensure that all required schedules duly filled-in, are submitted. The bidders should also note that in absence of any of the schedules except price bid, their offer is likely to be rejected.
- Transfer of the documents purchased online by one bidder to any other bidder is not permissible.
- The submission of a tender by the bidder implies that he has read and accepted the instructions, conditions of the Contract and made himself aware of the scope and specifications of the work to be done/ supplies to be made. The KESCO will not, after

acceptance of Contract rate, pay extra charges for any reason whatsoever, in case the bidder is found later to have misjudged any condition(s).

- It is necessary to purchase the Bid documents online from e-portal of GoUP.

Executive Engineer (Store),

Kanpur Electricity Supply Company Limited

96/10, Bijlighar Pared KESCO,

Kanpur-208001

Ph. No.: 9839105490;

E-mail: storekescoeh@gmail.com

Website: <https://etender.up.nic.in>

PERIOD OF VALIDITY :- The period of validity shall not be less than that specified in the Bid documents.

Nobody is authorized to receive or issue receipt of bid delivered by hand.

All required copies of the Techno-commercial Proposals are to be made from the original.

An authorized representative of the bidder shall initial all pages of the original proposal/offer. The authorization shall be in the form of a written power of attorney in the name of the Bidder purchasing the proposal. The signed proposal shall be marked as "ORIGINAL".

Bid shall be submitted in the forms attached herein and all blanks in the bid shall be duly filled in the original copy. The complete forms shall form part of Contract documents in case of successful bid.

The bidder should quote the prices strictly online in the manner indicated herein failing which the bid is liable for rejection. The rate/prices shall be in figures.

No post bid development shall be allowed regarding any change in terms of prices or techno-commercial specifications. Notwithstanding anything contained to the contrary in the specifications of the bid or in subsequent exchange of correspondence, these conditions of Contract shall be binding on the bidder and any change or variation expressed or implied, however, made in the said condition shall not be entertained whatsoever.

The bid documents include certain statements, description, projections etc. with respect to the KESCO and their businesses. They reflect various assumptions made by the management and/or their consultants. No representation, promise or warranty is given to their reasonableness, completeness or otherwise. The bidders are expected to make their own judgments of the same. Upon receipt of their bids, it shall be construed that they have based it on their own independent analysis and judgment.

25. Opening of bids

The KESCO shall open online bids at the date and time for opening of bids as specified in Section-I "Essential tender information" of this bid document or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-Stage Two-Envelope bidding. In the event of the specified date for the opening of bids being declared a holiday for the KESCO, the bids will be opened at the appointed time on the next working day.

Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

The bidders' names, bid prices, and the presence or absence of the requisite EMD and such other details as KESCO at its discretion may consider appropriate, will be recorded at the time of bid opening.

In the case of Single-Stage Two-Envelope bids, on the bid opening date only the techno-commercial bid shall be opened. The date for opening of the Price bid shall be as per Key date. In case of extension of due date, the same shall be uploaded in KESCO's website & e-portal and accordingly Key date shall be amended. No separate intimation shall be given to the bidders.

- Opening of Envelope-I (A) (containing Earnest Money Deposit) and Envelope- I (B) (containing Techno-commercial bid): The first envelope with EMD shall be opened on the due date and time of bid opening as specified in Section-I Essential tender information of this bid document. The requirement for EMD shall be verified and thereafter the second envelope, i.e. the Techno-commercial bid, shall be opened on the same date in respect of eligible bidders (whose EMD is found to be as per the requirements).
- Opening of Envelope-II - Price bid: Price Part of only those Bidders shall be opened on-line who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. A negative determination of the bids, shall be notified by the KESCO to such Bidders and the price bid uploaded by them shall not be opened

In the event, the KESCO, in its discretion, decides not to open the bid for want of adequate response to the bidding, the KESCO may either extend the bid pursuant to Clause no. 15.2 and 26.1 of Section-III: Instructions to Bidders or cancel the bidding process.

It is to be noted that the bid evaluation will be executed strictly as per procedure mentioned in Bid evaluation section.

26. Change in date and time of opening of bids

It may be noted that the due date/time of opening of bid can be altered/extended if desired by the KESCO, without assigning any reason thereof. However, due intimation shall be available at KESCO's website. The bidder shall be responsible for keeping itself updated on the changes in date and time of opening of bid.

27. Canvassing of bids

Bid shall be deemed to be under consideration, after opening of bid, till placement of order to the successful bidder. During this period, the bidders or their authorized representative(s) or other interested parties are advised strongly in their own interest, to refrain from contacting or influencing by any means any of the KESCO's personnel or representative on matters relating to bid under process. As any such effort or activity may result in rejection of that bidder's proposal/offer.

28. KESCO's right to accept any bid, and to reject any or all bids

KESCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidders) of the grounds for such decision. No correspondence, in any form, and at any time, shall be entertained by the KESCO in this regards.

29. Currency of Price Bid

For the works/services required in the bid, all prices or rates shall be quoted in Indian National Rupees (INR) only as the payment for such works/services shall be made in Indian currency only (i.e. Indian National Rupees).

30. Interpretation of conditions of bid(s)

KESCO shall be the final authority to interpret any or all condition(s)/clause(s) specified in the bid documents at any point of time. In case any ambiguous or contradictory term(s)/condition(s) arise in the bid, interpretation as deemed appropriate by the KESCO shall be final and binding on all the bidders.

31. Validity of bids

The bidder's proposal must remain valid for acceptance for a period of 180 days from the date of opening of bid (Envelope-1) or any other extended date for their receipt or any other extended period consented upon by the bidders. KESCO may ask the bidder to extend the validity period of their bid) and during this period no bidder shall be allowed to withdraw their bid. Any such withdrawal during the said period will entail forfeiture of EMD deposited by the bidder with their bid. The bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the proposal or in their confirmation of extension of validity of the proposal.

The bid along with the rates and condition thereby shall be open for acceptance of the KESCO for a period of 180 days from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder be entertained within validity period. In case the KESCO requests for extension of the validity period, the bidder may extend the validity without changing the terms and conditions of their bid (except change in wages or any other statutory compliance as per Government norms). In case Bidder does not extend the validity, he/she must respond his/her unwillingness within 7 working days from the date of receipt of letter to this intent so that his EMD/bid security can be returned.

32. Issue of Letter of Award, Contract Signing and Issue of Work Order

KESCO shall award the Contract to the bidder whose bid has been adjudged successful after techno-commercial and financial evaluation.

KESCO shall issue a detailed Letter of Award (LoA) to the successful bidder

Post issue of Letter of Award to the successful bidder, Contract Agreement shall be signed between the two parties at respective Circle Offices.

After signing of the Contract Agreement, work order shall be issued by respective Circles.

33. Bid evaluation

Preliminary examination

.KESCO will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids documents are generally in order.

KESCO may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in its bid, and that does

not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation,

Examination of Substantive responsiveness and Qualification requirement

Prior to the detailed evaluation, KESCO will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without any material deviations, objections, conditionalities or reservations and complies with all the statutory laws in force as amended from time to time. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the KESCO's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

During bid evaluation, the KESCO may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non-submission of documents required to be submitted by the Bidder as per the provisions of the Bidding Documents, the KESCO may give the Bidder not more than 7 working days' notice to rectify/furnish such documents, failing which the bid shall be rejected.

The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

Bids containing deviations from critical provisions will be considered as non-responsive.

If a bid is not substantially responsive, it will be rejected by the KESCO, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The KESCO's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

KESCO will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement mentioned in the bid documents. The KESCO shall be the sole judge in this regard and the KESCO's interpretation of the Qualification Requirement shall be final and binding.

The determination will take into account the Bidder's financial, technical capabilities, in particular the Bidder's Contract work in hand, future commitments and past performance during execution of contracts that have been awarded by the KESCO on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the KESCO deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the KESCO.

The KESCO may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.

An affirmative determination will be a prerequisite for the KESCO to evaluate the Techno - Commercial Part and to intimate successful bidders to be present on new date, time & location to open the online price schedule of the Bidder. A negative determination will result in rejection of the Bidder's bid.

The bid from those bidders shall not be accepted who failed to submit Performance Security on issue of Letter of Award (LoA) for any other Contract of KESCO in past 3 years.

To assist in the analysis, evaluation and computation of the bids, the KESCO may ask bidders individually for clarification of their submitted bids. The request for clarification and the response shall be in writing but no change (whatsoever) in the price or substance of the bid offered shall be permitted.

After successful evaluation and compliance to techno- commercial condition (satisfying the qualification requirement), financial bid shall be opened.

34. Contract Performance Guarantee

A Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance security from a Public Sector Indian Bank, in the specified format (NEFT/RTGS) in favour of the Owner. The guarantee amount shall be equal to **Ten percent (10%) for work/services contract**, of the total Contract price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. Proforma annexed as **Annexure "A"**.

The guarantee shall be valid till the end of Warranty Period (24 Months) from the date of commissioning and handing of the work/completion of all the ordered quantity. The bank guarantee should also have a further claim period of 90 days from the date of completion of the contract.

In any case, the successful bidder shall not be allowed to deduct CPG amount from their running bills and they are required to submit valid & requisite Contract Performance Guarantee.

35. Terms of Payment:-

For Work/Services Contract:-

1 Hundred Percent (100%) payments against monthly running bill including 100% Taxes etc. shall be paid on completion of work and submission of documents indicated herein under:

- a. Unconditional acceptance of the Letter of Award/Letter of Intent and signing of contract agreement by the Contractor.
- b. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with proforma attached. The said bank guarantee shall be valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract .
- c. 1 Certificate of completion of work by JE/AE workshop.
- d. Contractor's monthly running bill including GST.

**PRICE VARIATION FORMULA FOR REPAIR OF POWER TRANSFORMERS
AGAINST E-TENDER SPECIFICATION NO. 02/EE(Store)/2024-25**

Base Date for calculation of Price variation -01.07.2024

1. For HV Leg Coils :-

$$P = \frac{PO}{100} \times (15 + 85 \frac{PE}{PEo})$$

Where in:

P = Price Payable.

PO = Base Price of HV leg coils quoted by repairer.

PE = HCL Sale price of electrolytic copper wire bare as published by IEEMA for manufacturing of insulated Cable prevailing n the first day of the preceding month of offer of transformer for inspection or the scheduled delivery period whichever is earlier.

PEo = HCL Sale price of electrolytic copper wire bare as published by IEEMA for manufacturing of insulated Cables on base date.

Note:- In case of delivery beyond delivery schedule, please see Note-I below.

2. For LV Leg Coils :-

$$P = \frac{PO}{100} \times (15 + 85 \frac{PE}{PEo})$$

Where in:

P = Price Payable.

PO = Base Price of LV leg coils quoted by repairer.

PE = HCL Sale price of electrolytic copper wire bare as published by IEEMA for manufacturing of insulated Cable prevailing in the first day of the preceding month of offer of transformer for inspection or the scheduled delivery period whichever is earlier.

PEo = HCL Sale price of electrolytic copper wire bare as published by IEEMA for manufacturing of insulated Cables on base date.

Note:- In case of delivery beyond delivery schedule, please see Note-I below.

3. TRANSFORMER OIL :-

T = TO (TE)

TEO

Where in:

T = Price Payable.

TO = Base Price of transformer oil quoted by repairer.

TE = Price of transformer oil as published by IEEMA for manufacturing of transformer 'E' series prevailing on the first day of the preceding month of offer of transformer for inspection or the scheduled delivery period whichever is earlier.

TEO = Base price of transformer oil as published by IEEMA for manufacturing of transformer 'E' Series prevailing on base date.

Note:- In case of delivery beyond delivery schedule, please see Note-I below.

4. BURNT DAMAGED LEG COILS :- **L**

= LO (LE/LEO)

Where in:

L = Price Payable.

LO = Base Price of Burnt Damaged Leg Coils (complete with insulation and soaked transformer oil, if any) quoted by repairer.

LE = Average price of copper wire scrap as published in Economic Times during the preceding month of offer of transformer for instruction or schedule delivery period, whichever is earlier.

LEO = Average price of copper wire scrap as published in Economic Times.

Note:- In case of delivery beyond delivery schedule, please see Note-I below.

Note-I: In case where deliveries are made beyond schedule, price prevailing on the first day of the month preceding the month of offer of transformer along with test result for inspection or the scheduled delivery period whichever is lower shall be applicable in case of HV/LV leg coils & transformers oil and whichever is higher in case of Burnt/damaged leg coils (Scrap).

ANNEXURE -III

TECHNICAL SPECIFICATION FOR REPAIR AND TESTING OF DAMAGE POWER TRANSFORMER AGAINST E-TENDER SPECN. NO. 02/EE(Store)/2024-25.

1.0 SCOPE :-

This specification covers preliminary inspection detailed assessment and estimation of repair, involved complete repair, testing and safe custody of 3.15 MVA, 33/6.6KV Power Transformers of assorted make and type lying damaged at various sites/store/workshop of KESCo.

REPAIR WORKS :-

The repair works shall involve the following -

Preliminary inspections of transformers at KESCo site/workshop for minor and major repairs of transformers. Loading at purchaser's site/workshop & un-loading of transformers at contractor's works, opening of transformers cover, draining of oil, if any, detaching of core and coil assembly, assessment and estimation for repairs and replacement of damaged parts, minor repair of core and tank. If required, cleaning, washing of dust and dirt etc. from all parts including core tank & cooling tubes of radiators, removal of damaged parts, repairing/ replacement of fitting, fixing of new parts, making connection and assembly complete in all respect, re-tanking after repairs, filling of fresh transformer oil and making transformer ready and testing for all the tests as per clause 16 of Technical Specification and after satisfactory repairs and testing loading of transformers at contractor's works, transportation to site/stores and transformers un-loading there.

Painting and marking etc. as per clause 18 & 19 of TECHNICAL SPECIFICATION. The charges for these works are to be specified in 'PRICE SCHEDULE'.

In case transformer is found un-economical/un-repairable during preliminary inspection, only preliminary inspection charges are to be paid as specified in item no.

1.01 of 'PRICE SCHEDULE'.

SUPPLY of new spare parts for replacement of damaged parts:-

This will involve supply of parts such as HV/LV bushings, set of gaskets, spillage breather, oil level gauge, Tapping Switch & its handle, oil drain valve, Filter valve, Dial type thermometer, Double Float bucholtz relay, air release plug, pair of arcing horns, radiator valve, replacement of OLTC contact, terminal barrier Board, replacement of gasket, lubrication of mechanical system, providing insulation to un- damaged and healthy coil, core lamination, winding and oil temperature indicators complete set etc. required for replacement of damaged parts. The rates for supply of such parts are specified in 'PRICE SCHEDULE'.

The contractor shall supply the 'SUNDRY ITEMS' viz cover bolts, plug caps, screws, washers, insulation material to be providing between HV & LV Leg coils and inter phase legs etc. Such as press pan board and ducts etc. as required for replacement and Alum. Name plate etc. to be provided on repaired transformers.

Price of all above items including minor repairs of tank and all other small items not covered in 'PRICE SCHEDULE' elsewhere shall be treated to be included in price of sundry items of 'PRICE SCHEDULE'.

In case repair of transformers require additional repair work/supply of items of replacement which are not covered above the rates of additional work/supply of item shall be declared mutually between the contractor and Engineer of Contract, KESCo.

ATMOSPHERIC CONDITIONS :-

The transformer after satisfactory repair and testing shall be suitable for operation in hot and humid climate conducive to rust and fungus growth. It can be used in indoor/ outdoor under following conditions:-

- (i) Altitude Not exceeding 1000 meters.
- (ii) Climatic Conditions :
 - (a) Maximum ambient air temp 50 deg. C
 - (b) Maximum daily average ambient temp.
 - In Shade 47.2 deg. C
 - In Sun 65.5 deg. C
 - (c) Minimum ambient air temp in shade. (-) 5 deg. C
 - (d) Relative humidity 100% max. & 10 % min
 - (e) Wind Load 195 kg/Sq.mm.
 - (f) Seismic Level 0.3 g.
 - (g) Isokeraunic Level 50
 - (h) Average annual rain fall 1200 mm

In case the original design is for different atmospheric climate conditions the deviation to that extent shall remain applicable.

TYPE OF TRANSFORMERS TO BE REPAIRED :-

The Power Transformers to be got repaired are 3 Phase 50 Hz, oil immersed self- cooled transformers suitable 1000 meters above Sea level, Generally windings are connected in Delta/ Star so as to conform to vector group symbol Dyn-11. The transformer are generally constructed in accordance with ISS:2026/1977 and any amendment thereof.

The transformers are having 'ON' type cooling with either of the following alternatives :-

- (a) Cooling tubes radiator in transformer tank.
- (b) Detachable type fabricated radiator having separate plate valves between radiator and transformer body.

6.0 INSULATION LEVEL :-

The di-electric strength of winding insulation and of bushing shall conform to IS : 2026/1977 and any amendment thereof.

TEMPERATURE RISE :-

The transformers shall be capable of operating continuously at their normal rating without exceeding temperature rise limits with maximum daily average ambient temperature of 45 Deg. C. as specified below :-

- (a) Winding temp. rise 50 Deg. C. by resistance measurement.
- (b) Oil (Hottest Layer) 45 Deg. C. by thermometer measurement.

TAP CHANGING SWITCH :-

Wherever the tap changing switch requires replacement it shall be providing on HV winding with full capacity tap of OFF CIRCUIT pattern from 0 to (-) 15% in steps of 2.5%. These taps shall be controlled by hand operated OFF CIRCUIT external mechanism having suitable locking arrangement. Provision for indication of tap position shall also be suitably made. Necessary arrangement shall also be provided for locking the tap operating mechanism when in separation at any particular tap.

Wherever the ON load tap changing Switch requires replacement it shall be replacement with OFF circuit pattern full capacity tap changing arrangement on HV winding having tapping as per original design of the transformer and other provisions as per Para 8.1 above. The rates for the above replacement shall be mutually agreed between contractor and concerned Superintending Engineer, Electricity Store, Circle, KESCO, Kanpur after taking suitable credit of old OLTC with necessary approval from competent authority/ committee as per Rules and regulations.

CORE LAMINATION :-

The core lamination if required to be used for repair of transformer core shall be of high grade non ageing low loss and high permeability silicon steel lamination specially suitable for transformer core. The tenderer shall quote price of core lamination in per Kg. in 'PRICE SCHEDULE'.

After being sheared to size, the lamination shall be treated and provided with insulation which shall be inert to the hot transformer oil.

After cleaning dust and dirt from the lamination the core shall be rigidly clamped or bolted as per the original design to ensure adequate mechanical strength and to prevent vibration during operation. The bolt used in the assembly of the core shall be suitably insulated and clamping structure shall be so constructed that eddy current will be minimum.

The core of the transformers shall be examined thoroughly during joint inspection and any defect thus found shall be rectified accordingly or if core found intact, it shall be cleaned of dirt and moisture. The joint inspection report on core should be very specific and clearly supported by joint certificate of its healthiness.

Rates for cleaning dust and dirt from lamination of core, as well as minor repair of core shall be included in the labour charges of the 'PRICE SCHEDULE'.

Adequate and suitable provision shall be made to prevent movement of core and winding relative to tank during transportation and handling or in operation.

WINDING :-

The damaged winding requiring replacement shall be identical to the original one. All coil assemblies of identical voltage rating shall be interchangeable. The coil shall be supported between adjacent sections by insulating, DOVETAIL (locking arrangement) spacers and the barriers, bracing and other insulation used in the assembly of the winding shall be arranged to ensure free circulation of the oil and reduce hot spots in the winding.

All materials used in the insulation and assembly of the winding shall be insoluble, non-catalytic and chemically inactive in the hot transformers oil and shall not soften or change their basic properties under the operating conditions.

All threaded connections shall be provided with suitable locking devices. All leads from the winding to the terminals and bushings shall be rigidly supported to prevent damage due to vibration. It would be preferable to use sleeves wherever practicable.

The winding shall be clamped securely in place so that these will not be displaced or deformed during short circuits. In case there is no provision of tie rods in the clamping arrangement the same shall be provided in the repaired transformer without any additional charge. The assemble core and winding shall be dried in heating chamber till the proper megger value is achieved. The copper conductor used in the coil structure shall be best suitable to the requirement and all permanent current carrying joints in the winding and the leads shall be properly welded or rigidly clamped.

Winding replacement shall be fully insulated as per provision of IS-2026 or latest amendment thereof. All neutrals shall be insulated for full voltage as per IS:2026.

11.0 FREQUENCY :-

The repaired transformers shall be suitable for continuous operation with a frequency variation of $\pm 5\%$ from normal frequency of 50 Hz without exceeding permissible temperature rise.

12.0 PARALLEL OPERATION :

The repaired transformers of the same capacity voltage ratio and vector group shall operate satisfactorily in parallel among themselves, when connected across HV & LV Bars.

13.0 NO LOAD VOLTAGE RATIO :-

The no-load voltage ratio of the repaired transformer shall be same as that of the original transformers 33/6.6 KV.

14.0 HIGHEST SYSTEM VOLTAGE :-

The highest system voltage may be as high as 110% of the normal system voltage. The repaired transformer shall be suitable for continuous operation with this voltage on the HV side.

15.0 TRANSFORMER OIL :-

The transformer shall be filled with fresh oil as used for the first filling. The oil shall conform to IS:335/1983 and any amendment thereof.

TESTS :-

Each and every repaired transformers shall be subjected to all the routine tests as per ISS:2026/1977 and any amendment thereof if applicable as detailed below:-

1. Measurement of winding resistance (cl.16.2 of Part-I).
2. Impedance voltage (cl. 16.4 of Part-I)
3. Voltage ratio, polarity and phase relationship (cl. 16.3 of part-I).
4. Load Losses (cl. 16.4 of part-I).
5. No load losses and no load current (cl. 16.5 of part-I).
6. Insulation resistance (cl. 16.6 of part-I).
7. Induced over withstand voltage (cl. 11 of part-III).
8. Separate source withstand voltage (cl. 10 of part-III).
9. Di-electric strength test on transformer oil as per IS: 335/83 and any amendment thereof.
10. Temperature rise test/ heat run test as per IS: 2026/1977 & any amendment thereof.

17.0 LOSSES:-

Core losses should not be more than + 10% of the value mentioned on the name plate of the manufacture and copper losses should not exceed +5% of the value mentioned on the name plate of the manufacturer. In case name plate losses are not available the maximum permissible losses shall be as here under -

Sl No.	Capacity (MVA)	Load Losses (KW)	No Load Losses (KW)
1.	1.5	17.0	3.0
2.	3/3.15	23.0	4.5
3.	5	34.0	6.5
4.	8	48.0	7.0
5.	10	57.0	10.0

The tolerance of + 5 % in load losses and + 10% in no load losses shall be allowed over the above figures.

In case name plate of the transformer is not available it shall be duly certified in the joint inspection report.

PAINING :-

All metallic surfaces exposed to weather and requiring painting shall be given suitable priming coat and two coat of best quality paint of gray colour.

The inside of transformers shall be given suitable priming coat and two coats of best paint of zinc chromate or any other approved oil resistant paint which may not cause any chemical reaction with the transformer oil and result in determination of properties of the oil, whether the transformers is in operation or not. The radiator tubes and conservator shall also be painted from inside after proper cleaning.

MARKING :-

After satisfactory repairs and testing the Contractor shall have to clearly print in white paint following details on the body of the repaired transformers for the purpose of identification :

Repaired by M/s
Contract No.
Specification No.
Inspected and tested on

Besides, the contractor shall have to weld a M.S. Plate of suitable size on the body of the repaired transformers having punched following details:-

Repaired by M/s
Contract No.
Specification No. Date Of KESCO Inspected and tested on
Date of expiry of guarantee
.....

The contractor shall also fix alum. Plate of length 10 cm. and its width may be kept the same as that of original transformer manufacture's name plate. This plate shall be fixed firmly by rivets (not by Screw) on the body of repaired transformers just below the original manufacturer's name plate or any other suitable place if the same is not possible. The punched letters will be painted with good quality black paint for clear visibility.

The details to be punched on the plate will be as per specimen given below:-

Sl No.	Name of Repairer	Date of Repair	Specn. No. of repair contract	Date of Inspection
1.	2.	3.	4.	5.

Cost of above is deemed to be included in sundry items and no extra payment shall be made.

- Here the date of successful inspection by inspecting team shall be mentioned.

20.0 In case the contractor is availing facility of consolidated security for repair contract of power transformers as approved by the Engineer, the contractor will not be required to deposit securities as mentioned above.

PRELIMINARY INSPECTION:-

In order to ascertain the suitability of transformers for repair every damaged transformers shall be jointly inspected preliminarily by the representative of the Contractor at the site/workshop of the purchaser with the concerned E.E. (Distribution), E.E. (Test) & E.E. (Store). Upon receipt of information, the contractor shall intimate to E.E. (Store) informing date and time of arrival of his representative at site. Preliminary Inspection shall be carried out within 2 weeks of intimation from concerned.

A transformer shall be considered repairable when the total liability of repair to KESCO i.e. total cost of repair, replacement of part/ component, to & fro transportation and new transformer oil etc. giving credit of old transformer oil serviceable component/ accessories and salvage value of burnt/ damaged components, shall be within the declared economical limit. The purchaser from time to time shall communicate the economical limit as applicable to various ratings of transformers, during the currency of contract.

The Contractor's representative shall after preliminary inspection give in writing preliminary inspection report to Chief Engineer, KESCO as per clause '3' (e) above with a copy to Electricity (Store) KESCO. clearly stating whether or not the damaged transformer has been considered within economical limits'. In case of transformer being found uneconomical and explanatory note leading to its being considered un- economical shall be furnished in the preliminary inspection report.

The transformer which are burnt and having partially damaged core are normally expected to be beyond economic limits. However, in case where the expenditure in setting right the core is small and repair is expected to be within economical limits, such damaged transformers are also required to be inspected.

The transformer requiring minor repairs shall not be sent to the works of the Contractor. These are to be repaired at KESCO Site/ workshop by the purchaser at his end.

Only those transformers which have been declared economically repairable shall be transported to Contractor's works. If per chance during detailed inspection at contractor's works it is found that the transformers is not economically repairable no payment for preliminary inspection shall be made to contractor and the contractor shall also transport the damaged transformers to its original site within two months of transformers declared un-economical and no to and fro transportation charges shall be paid by KESCO.

ANNEXURE -IV

SPECIAL CONDITION OF CONTRACT FOR REPAIR AND TESTING OF DAMAGE POWER TRANSFORMER AGAINST E-TENDER SPECN.NO.02/EE(Store)/2024-25

1.0 TRANSFORMER OIL & TRANSPORTATION/ CARRIAGE OF TRANSFORMERS

The old transformer oil shall be drained out by the concerned store/workshop/ distribution division before sending the damaged transformers to contractor for repair. The M.B. No. and page No. vide which old transformers oil is received back shall be mentioned on joint inspection report of respective transformers so that credit on account of transformer oil is allowed in the estimate of repair. However, if by oversight any damaged transformers is sent for repair without draining out the old transformers oil, the old transformer oil shall be drained out of the damaged transformers whether useable or not by the contractor and the same shall be returned by the contractor to the concerned consignees failing which recovery of the cost of the same shall be made at the rate of 10% higher than the prevailing rate of transformer oil.

All the repaired transformers shall be filled with fresh transformer oil as detailed in the technical specification. The quantity of fresh transformer oil shall be filled upto the required level and billed as per quantity mentioned on name plate of the transformer or actual whichever is lower.

Transportation of damaged transformers from store/various site of KESCo to contractor's work and transportation of the repaired transformers from Contractor's works to store/various sites shall be done by the contractor. Loading, un-loading and handling of the transformers at site and contractor's works shall also be done by the contractor. Any loss or damage of transformer during transportation shall be responsibility of the contractor. The rates for this transportation shall be quoted in Schedule-P-1 for required distance slabs.

The transportation of repaired transformers from contractor's works shall be done as per dispatch instruction issued by Inspecting Officer.

JOINT INSPECTION :-

Immediately after receipt of damaged transformer, the Contractor shall inform to the Executive Engineer (Store), KESCo, Kanpur through letter under registered cover of having received the quantity and capacity of each damaged transformer requesting him to arrange joint inspection.

Chief Engineer, KESCo, Kanpur on receipt of joint inspection letter will depute Executive Engineer (Distribution), Executive Engineer (Test) and Executive Engineer (Store) for joint inspection. Executive Engineer (Store) shall fix-up the program of joint inspection in consultation with concerned Executive Engineer (Distribution), Executive Engineer (Test) and the Contractor. The Contractor shall not refuse for joint inspection when the KESCo team arrives at his works for the purpose. Necessary facilities shall be provided by the contractor during the joint inspection to assess the extent of repair/replacement involved. In order to avoid delay and un-necessary detention of the Inspection officers the Contractor shall also ensure that their technical representative are always present for joint inspection and preparation of estimate. The joint inspection report shall clearly indicate whether a particular items being provided is for replacement of defective damaged or missing components.

In case one or more HT/LT leg coils is found damaged all the three HT as well as LT leg coils of the damaged transformers shall be replaced by new leg coils. In case no leg coils is to be replaced, then the winding of which insulation is suspected to have weakened shall be re-insulated after straightening the conductor and polishing. No joint or burrs on coil conductor shall be allowed.

After joint inspection by KESCo for assessment and estimation of repairs, the contractor shall retain at least one sample of the damaged /burnt leg coil of each type, duly tagged with details such as make type and capacity of transformers, weight of the leg coils and name of the division etc duly signed by the joint inspection officers under his seal till the time of inspection and testing by inspecting officer of KESCo for the purpose of verification of the technical details of fresh leg coils used by the contractor in the repaired transformers. The remaining old/damaged/burnt leg coils shall however be mutilated by the joint inspecting officer at the time of assessment and estimation of repair and certificate to and estimation of repair and certificate to this effect shall be recorded by him under his seal on each and every estimate as under :-

“Certified that one sample of the burnt/damaged leg coils of the type required for replacement in this transformer has been properly tagged with necessary detail and kept with contractor for the purpose of verification by inspecting officer and the remaining ----- damaged/burnt leg coils bearing Sl.No. have been completely mutilated by us ”

PREPARATION AND SUBMISSION OF ESTIMATES :-

For estimation purpose the weight of the new leg coils shall be same as that of the old burnt/damaged leg coils taken out from the damaged transformers. However the bill shall be done on the basis of actual weight ascertained at the time of stage inspection. Since the design of the transformer is being maintained and old/burnt leg coils has soaked oil, there arises no question of billing more than actual weight of damaged/burnt leg coils. Tolerance to the extent of minus 10% shall be accepted in billing. All individual cases of variation in weight on positive side shall be referred by contractor to Engineer of the contractor for consideration.

In such cases resistance of sample leg coils shall also be measured by inspecting officer and will be recorded on the test results. The transformers shall not be dispatched and sample of leg coils of such transformer will not be disposed off till the time decision is taken without having any liability on the part of the purchaser.

SALVAGE :-

The salvage of the damaged parts other than leg coils, damaged metal parts of the bushing and transformers oil requiring replacement shall however be property of the contractor. The credit for burnt/ damaged leg coils shall be on the ruling up-dated rates of item no. 1.29 and

1.30 of price schedule, In case of old/used transformer oil the credit shall be given at the ruling rates issued by Electricity Store Division, KESCo.

EXTRA WORK :-

The Contractor, when asked in writing by the Purchaser to perform extra work and supply extra material not covered by the spec. and not forming part of the plant offered for completeness as specified under clause 2 & 3 of technical specification shall perform such

works and supply such material such work and material shall be paid extra at the rates and items to be mutually agreed upon.

Seven copies of the estimates for repair of each and every transformer shall be prepared and signed by the Contractor as well as the representative of the purchaser as taken of having consented for the extent of repair involved. Contractor shall ensure that such six copies of the estimate are submitted to the Executive Engineer (Store) within 7 days of joint inspection for being sanctioned. Joint inspection report duly signed by concerned E.E.(Distribution), E.E. (Test) and E.E. (Store) shall be enclosed with the estimate.

APPROVAL OF ESTIMATE :-

The estimate by the contractor will be approved by Chief Engineer/ S.E.(Store), Kesco, Kanpur who shall ensure that the repair estimate is within economical limits. Three copies of the same will be forwarded to the contractor as a token of giving to ahead for repair.

Out of three copies of the approved estimate received by the contractor, one copy shall be retained by him along with the bill after satisfactory repairs and testing. The remaining spare copies of the approved estimate shall be given by the contractor to the inspection officers along with a copy of joint inspection report at the time of inspection and testing of the repaired transformers to facilitate checking and to ensure that the repairs have been done strictly as per estimates.

STAGE INSPECTION :-

At the time of commencement of manufacture of HV/LV winding contactor shall inform Executive Engineer (Store) Electricity House, KESCO, Kanpur so that the representative may be deputed to assess the quantity of repair during process of manufacturing of HV/LV Coils. The random checking of coils and core assembly of repaired transformers shall be done by an officer of Store Organization of not less than the rank of Executive Engineer or any other officer authorized by Superintending Engineer concerned and tanking of transformers to check actual repairs done as per provisions of the estimate and to examine the quality of raw material used and the workmanship etc. The officer carrying out above checking shall give following certificate which shall be produced by the repairer at the time of final inspection and testing by officers nominated by Chief Engineer/S.E. (Store), Kesco, Kanpur.

“Certified that I have carried out random checking of coils of all limbs and core assembly of MVA repaired transformers bearing SI .No of makebefore boxing of the transformers on date and date and I have found that the repair has been done according to provisions of estimate and the quality of raw material and workmanship is also satisfactory.

LIMB (LOOKING FROM LV)	HV LEG COILS _____ (kg) _____	LV LEG COIL _____ (kg) _____
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LEFT
MIDDLE
RIGHT

TEST AND TEST CERTIFICATES:

Before offering a repaired transformers for final inspection and testing it shall be subjected to all routine tests specified in IS :2026/1977 and any amendment thereof as detailed in clause - 16 of Technical Specification appended hereto concerned Superintending Engineer.

The Engineer of contract reserves to itself the right of having at Contractor's expenses any test of reasonable nature carried out at the Contractor or sub-Contractor's premises or at site in addition to the aforesaid tests and those included in the contract to satisfy itself that the spare parts supplied and repair etc. carried out comply with the specification. The Contractor shall be required to rectify the defects found in such tests at his own cost. The Contractor shall send copies of test certificates to the Chief Engineer/S.E.(Store) and E.E. (Store), Kesco, for approval.

Engineer of Contract also reserves the right of associating any other Officer of KESCo or any authorized independent agency/Third Party at any time during repair and testing at Contractors works or at site during currency of the contract.

7.0 INSPECTION AND TESTING:

The contractor shall give 15 days notice along with routine test report to concerned Executive Engineer (Store) KESCo of every lot of material being ready for dispatch so that he may depute his representative as designated for stage inspection and testing as required in clause '15'of General Conditions of Form'A'. Along with above offer letter for inspection of repaired transformers a list mentioning actual weight of leg coils and actual quantity of transformer oil used in respective repaired transformer shall also be submitted so that inspecting officer may verify the above statement during inspection at the time of physical checking of repaired transformers in addition to test certificates mentioned above.

The Purchaser at his discretion may depute any out side agency to carryout final testing /inspection of transformers repaired and offered by firm, in order to ensure the quality of repaired transformers. The level of transformer oil shall be checked by oil level gauge. The quality of transformer oil shall be checked by carrying out test as prescribed in "Technical Specification" physical Dimensions and clearance which can be measured without opening transformer shall be measured and recorded by inspecting officer.

The contractor shall record either of the following certificates on the invoice packing list (challan) as the case may be:-

"Certified that consignment(lot) of repaired transformers sent through this invoice has been inspected and tested by a representative of concerned Superintending Engineer,

EUDC-I in accordance with clause '10' of the Special Conditions of repair contract. The test results were found to be within the value specified in relevant ISS/contract as per true copy of test results enclosed."

OR

"Certified that inspection and testing of consignment (lot) of repaired transformers sent through this invoice has been waived off by M.D. KESCo Vide his letter No.....dt..... It is further certified that these repaired transformers were however tested in test laboratory at our works and the test results were found to be within the value specified in relevant ISS/contract as per true copy of test certificates enclosed."

MATERIAL :-

The transformer oil to be filled in the transformers shall be purchased by the contractor directly from leading transformers oil manufactures such as APRA Bombay, Savita Chemicals, Bombay, Rinki Petro Chemicals, Baroda. At the time of inspection, the contractor shall produce a certificate from the manufacture that the transformer oil confirm to IS:335/83 and any amendment thereof.

The gaskets shall be type 'B' conforming to IS: 4253(Part-III)/80 and any amendment thereof. The gaskets to be used in repair of transformers shall be of Telbros, Faridabad or Everest, Calcutta or Maxworth, Calcutta. The contractor shall at the time of inspection produce a certificate from the manufacturer that the gaskets conform to latest IS: 4253(Part-II).

The bushing shall conform to the latest IS: 3347. These be procured from a firm having ISI certificated mark. The contractor shall, at the time of inspection, produce a certificate from the manufacture that the bushing conforms to latest IS: 3347.

Inter layer insulation shall be procured from senapathy whitlay, Banglore/ Madras or Raman Board, Banglore.

In case of other item for which IS specification exists the same shall only be procured from the firm having ISI certification mark.

Items for which IS has not yet been framed the material shall be procured from reputed and standard manufacturers.

The mark of items at Sl.No. 12.1.1, 12.1.2, 12.1.3 and 12.1.4 have been specified to ensure the quality of these items. In case repairer finds some equipment of better alternative, shall furnish a copy of technical specification, details of designs, relevant drawings, name of manufactures, his monthly production, capacity list of users of that particular item to seek approval from Engineer of contractor.

The inspecting offices of the Purchaser shall have the right for checking the records pertaining to receipt and issue of all major components/ part/ raw materials. The contractor can be required to produce requisite test certificate for each and every consignment of transformer oil and other major items/raw material.

The Purchaser reserves the right to draw required numbers of samples of transformers oil and other major items of raw material. These samples shall however be drawn and sealed in the presence of the contractor. The Purchaser further reserves the right to get these samples tested in reputed test house/laboratory of his choice.

In addition to inspection as detailed at clause 11.0 random checking during process of repair may be done by the representative of the purchaser to examine quality of raw materials being used and check workmanship as per clause-15 of Form 'A'.

In order to avoid inconsistency in electrical characteristic of HV bushing the broken/damaged bushing shall be replaced by the bushing of the same standard, same class and similar electrical characteristics and conforming to ISS.

All the materials used shall be of the best quality and class most suitable for working under the conditions specified and shall withstand the variation of temp. and atmospheric conditions arising under working conditions without under distortion or deterioration or setting up to the under stresses in any part without affecting the strength and suitability of the various parts for repair work which they have to perform.

All connections and contacts shall be of ample section and surface for carrying continuously the specified currents without over heating and fixed connections shall be secured by bolts or set of screws of ample size adequately locked lock unit shall be used on stud connections carrying current.

All gaskets used for making of tight joints shall be or proven material such as granulated core bonded with synthetic rubber or synthetic rubber gaskets.

Steel bolts and nuts exposed to atmosphere with suitable finish like cadmium plated or zinc plated passivity shall be used for diameter above 6mm.

All nuts, bolts and pins shall be locked in position with the exception of these external to the transformer. On out-door equipment all bolts, nuts and washers in contacts with non ferrous parts which carry current shall be phosphor bronze where the transfer of current is through the bolts.

If bolts and nuts are placed so that they are in accessible by means of ordinary spanners suitable special spanners shall be provided by the repairer.

9.0 SUBMISSION OF BILLS :-

The bills shall be prepared after updating the prices of variable components as payable in terms of provision of contract. Any change due to price variation in total expenditure shall be payable irrespective of prevailing economic limits of repair.

The bills shall be pre-receipted and submitted to the Electy. Stores Division, concerned for payment. The Contractor shall attach a copy of approval estimate along with bills in order to facilitate checking of bills.

GUARANTEE :-

The repaired transformers shall be guaranteed for satisfactory performance for Thirty Six Months from date of installation or Forty Eight Months from date of receipt whichever is earlier as per special condition and corrigenda /addenda to FORM 'A. Any fault that occurs during this period shall be intimated through Electricity Store Division concerned to the Contractor for repair free of any charge within two months of receipt of intimation of damage. However old winding not replaced by the firm will not be repaired free of cost. The transformers damage during guarantee period shall be made available to the contractor for repair at KESCo store/ site. If in the opinion of the contractor satisfactory repair cannot be carried out at workshop or at site of the purchaser he shall make arrangement for to &

from transportation free of charge to purchaser. After re-repair performance guarantee shall be of Twelve months or balance period of previous guarantee from the date of original repair whichever is later.

If the contractor fails to repair the damage transformers under guarantee period, within period specified the same shall be lifted back by the concerned store division and got repaired by other agencies. In such case an amount equal to repair estimate raised by the other repairer for repairing such transformer along with the transportation charges thus incurred by KESCo shall be recovered from the contractor.

11.0 RESPONSIBILITY FOR SAFE CUSTODY OF TRANSFORMERS DURING EXECUTION PERIOD OF REPAIR :-

The contractor shall be entirely responsible for safe custody after receipt of damaged transformer at his works and till it is handed over either after repair or being uneconomical without repair.

RESPONSIBILITY OF CONTRACTOR AND COMPLETENESS:

The contractor shall be entirely responsible for the execution of this contract in accordance with the terms of Special Conditions; the General Conditions of Form 'A', Technical Specification and price schedule etc.

In order to make the apparatus conform to the specification, and technical details, the Contractor shall make good any change without any additional cost of Purchaser.

Approval of Contractor's /Sub-Contractors drawing and of test certificate of material or of other parts of the works involved in the contractor of test carried out either by him or by the representative of the KESCo shall not be held to relieve him by any part of his obligations of meeting all the requirement of these specifications or of the responsibilities for the correctness of the contractor drawing and test certificates.

13.0 INTERCHANGEABILITY :-

All parts shall be made accurately to standard as far as possible so as to facilitate replacement and repair. All corresponding parts of similar make type and capacity of transformers including the spare parts shall be interchangeable.

14.0 JUDICIAL JURISDICTION :-

All the disputes arising out of and touching or relating to subject matter of agreement contract shall be subject to jurisdiction of local courts of Kanpur and high court of Judicature at Allahabad only.

15.0 ARBITRATION CLAUSE OF FORM 'A' :-

The following is deemed to be added at the end of the Para-I in the Arbitration clause-38 of Form 'A'

"In case of refusal/ neglect by such nominee M.D. KESCo, may nominate another person in his place"

contract but the KESCO undertakes to order from the contractor all works/ stores as detailed in the scheduled of store which he required to get executed/ purchased except that he reserves the right (i) of submitting to completion any supply of amount as the KESCO (whose decision shall be final) may determine upon consideration of the tenders (ii) of placing the contract simultaneously at any time during the period with one or more contractors as he may think fit and (iii) of obtaining/ getting executed from any source any stores/ works referred to in the Contractor to meet an emergency if the KESCO (whose decision shall be final) is satisfied that the contractor is not in a position to supply/ execute specific quantities or number articles included in the contract which exceeds such works within the period in which works/ supplies are required to be completed.

DELIVERY :-

Delivery of every transformer shall be completed within one months reckoned from the date of sanction of estimate or within three months reckoned from the date of lifting of damage transformer from store, whichever is earlier. The date of receipt of offer for final inspection and testing of repaired transformer along with routine test certificates shall be deemed to be the date of delivery for the purpose of calculating price reduction as per clause '32' of "General Condition of Contract" Form 'A'.

The sanctioned estimate and offer for inspection shall be either hand delivered or dispatched by REGISTERED POST. In case of dispatch by Registered Post a period of seven days shall be considered as mailing time.

The transformer not repaired within 4 months from the date of sanction of the estimate, shall be lifted back by concerned store Division and shall be got repaired by other agencies. In Such cases penalty under clause '32' of General condition of contract Form 'A' along with all transportation charges associated with the transformer shall be recovered from the repairer. The difference of cost of repair shall also be recovered from the default firm.

18.0 PAYMENT :-

Payment shall be made as per clause 25 of General Conditions of Contract Form 'A' Subject to modification as given in the contract.

19.0 NOTICE TO CONTRACTOR :-

Any notice to be given to the contractor shall be sent by Registered post at the address given by him for this purpose in the contractor.

The Contractor shall ensure to intimate the Purchaser in writing of any change in the above address otherwise notice shall be sent to the address given in the contract.

Any notice dispatched to contractor by registered post on the above address shall be deemed to have been delivered as above.

20.0 COMMISSIONING OF TRANSFORMER AFTER REPAIR :-

The commissioning of transformer received after repair from the firm shall be done in the presence of the representative of the firm if desired by the concerned authority not below the rank of Executive Engineer. In case firm representative does not reach at site for this purpose. It shall be commissioned in his absence at the risk of the contractor.

No charges shall be paid by KESCo to the Contractor for this purpose. Concerned authority shall inform contractor to depute his representative to witness commissioning of the repaired transformer well in advance.

21.0 MONTHLY PROGRESS REPORT :-

The contractor shall submit each month the status of repair upto preceding month in the format given herein after.

The contractor shall ensure that this report reaches Executive Engineer, Electricity Store Division, Kesco, Kanpur by 7th of each of the following months. A copy of this statement will also be endorsed to Executive Engineer (Store) KESCo Kanpur.

Every report should contain information for each and every transformer in the format of the report. All items of the report are mandatory and any efforts on part of the contractor to concern information shall amount to breach of contract.

Proforma of the progress report is enclosed as Annexure-A

22.0 PRICES :-

The prices quoted should be exclusive of all statutory taxes/duties as legally applicable.

ANNEXURE -A

PROFORMA FOR MONTHLY PROGRESS REPORT :-

Monthly progress report for repair of power transformers against specn. No. 04/EE(Store)/2021-22 for the month ending (Name of the month year)

(A) Transformers allotted but preliminary inspection yet to be done

Transformer capacity in MVA and voltage ratio	Transformer make	Allotment Letter No & date authorizing repair	Name of div./unit where T/F available	Expected date of preliminary inspection.
<hr/>				
<hr/>				

(B) Preliminary inspection done but transformer not yet sent to the works of repairer.

Transformer in MVA and voltage ratio	Transformer make	Date of preliminary inspection	Div./unit where T/F available
<hr/>			
<hr/>			

(C) Damaged Transformer transported to contractor works but joint inspection not done

Transformer capacity in MVA and voltage ratio	Transformer make	Date of receipt in the works of repairer	Date on which ESD was informed for joint inspection.	Name of concerning E.E. Workshop div. / Dist. Div & date on which he was informed for joint inspection.
<hr/>				
<hr/>				

(D) Transformers Inspection done but estimate not submitted

Transformer capacity in MVA and voltage ratio	Transformer make	Name of Div. To which it originally pertained	Date of joint inspection	Expected date of submission of estimate to ESD
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<hr/>				

(E) Estimate submitter but not sanctioned :-

Transformer capacity in MVA and voltage ratio	Transformer make	Date of submission of estimate to stores div.
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(F) Estimate sanctioned and repair in process :

Transformer capacity in MVA and voltage ratio	Transformer make	Date of receipt of sanctioned estimate	Expected date of completion of repair (This is nothing to with contractual commitment. This date the guidance of KESCo Planning purpose)
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(G) Transformers repaired but inspection awaited.

Transformer capacity in MVA and voltage ratio	Transformer make	Date on which T/f offered for inspection.	To whom offered for inspection
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(H) Transformers inspected and successfully passed through tests but yet to be lifted

Transformer capacity in MVA and voltage ratio	Transformer make	Date of inspection	D.I. No. & date	To whom transformer allotted for lifting.
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(I) Total No. of Transformers repaired inspected, lifted back against this contract including those given at SI 'H' above.

Transformer capacity in MVA and voltage ratio	Transformer make	Concerned workshop	Dist. / D.A. No. & Date Division	Contracted delivery schedule
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(J) Transformers damaged during guarantee period :

Transformer capacity in MVA and voltage ratio	Transformer make	D.A. No. & date after original repair	Place of installation	Concerned dist. division
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Date of damage	Date of re-repaired	In case not yet re-repaired and return present status and expected date of re-repaired
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(K) Un-economical Transformers lying at contractor premises/ work. :-

Transformer capacity in MVA and voltage ratio	Transformer make	Division to with originally pertain	Date on which t/f found un economical
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General Conditions of the Specification

1. KESCo representative

The KESCo shall appoint an officer/employee designated as the Controlling Officer/Officer-in-charge who shall carry out the functions and obligations of the KESCo under the Contract.

The KESCo may from time to time appoint any other person as the Controlling Officer/ Officer in-charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The KESCo shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of works/services. The Controlling Officer/ Officer-in-charge shall represent and act for the KESCo at all times during the currency/validity of the Contract.

Any decision, instruction or approval given by the Controlling Officer /Officer-in-charge of the KESCo to shall be binding on the Contractor.

All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer/ Officer-in-charge.

The Controlling Officer/ Officer-in-charge may authorize his representative(s) as site-in-charge for the works/services.

2. Contractor's Representative

The Contractor shall employ at least one competent representative (name, address, telephone number, identity proof of the representative shall be communicated in writing to the Controlling Officer/officer-in-charge by the Contractor) to supervise the works/services at each Circle. The said representative, (or if more than one shall be employed, then one of such representatives), shall be present whenever required and should be approachable in person or on phone at time and location as specified by the KESCo / Service Recipient. Any written order or instruction which the Controlling Officer/officer-in-charge or his duly authorised representative may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

The Controlling Officer/officer-in-charge shall be at liberty to object to the presence of any representative or person employed by the Contractor for execution of the Contract or otherwise at the site, who in his/her opinion is found to have misconduct him-self/her-self or be incompetent or negligent and the Contractor shall remove the person so objected to, upon receipt from the Controlling Officer/ officer-in-charge a notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor's risk and expense.

3. Bankruptcy/Insolvency of the Contractor

If the contractor is imprisoned, becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditor or any of them or being a partnership firm, become dissolved or being a corporation, goes into liquidation or is being wound up, not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the KESCo shall be at liberty:

To give such liquidated contractor or other person in whom, the Contract may become vested, the option thereof to award the Contract or a portion to any other contractor, thereof to be determined by the KESCo subject to his/her providing an appropriate guarantee for the performance of such Contract.

4. Duty and Behavior of Contractor's Personnel

The personnel deployed by the Contractor must always carry their Photo-ID card issued by Disocm.

The personnel deployed by the Contractor shall maintain the decorum and obey the instructions of the officer-in-charge of the KESCo for that particular work and place of duty. They must follow the procedures of duty, performance and stipulated time guideline for working hours as set by the officer-in-charge of the KESCo from time to time.

It shall be accepted as an inseparable part of the Contract that in matters regarding competency, efficiency, conduct and behaviour, the decision of the Officer-in-charge of the KESCo shall be final and binding on the Contractor in all such matters.

5. Safety Provisions

The Contractor shall arrange for the safety in its operation as prescribed by the KESCo and all safety protective equipment's and tools are to be provided by the contractor. It is the responsibility of the Contractor to deal with any liability arising due to any injuries occurring to the Contractor's staff during performance of duty. The KESCo would not be liable to pay any compensation to the injured employees of the Contractor under any circumstances.

In case the Contractor fails to make such arrangement, the authorized officer/staff of the KESCo shall be entitled to recover the costs thereof from the Contractor. The failure to comply with the provisions of the Safety Rules and Regulations, if any, the Contractor shall without prejudice to any other liability pay to the KESCo a penalty amount, as determined by the competitive authority of the KESCo.

6. Checks and Supervision by the Contractor

The Contractor shall ensure that its personnel perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by the KESCo. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Contractor, all the losses so occurred to the KESCo shall be recovered from the amounts payable to the Contractor and its security deposits or Contract Performance Guarantee.

7. Notices and Instructions

The Contractor shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers, emails, etc. to the KESCo. Any notice or instructions to be given to Contractor under the terms of the Contract shall be deemed to have been served on him if it has been sent at local office or to the address of the Contractor last notified by them or delivered to authorized signatory.

8. Health of the Personnel deployed

All persons deployed by the Contractor shall be of sound physical and mental health and should not be under the influence of any drug or liquor during duty and have full knowledge and experience to competently complete the job assigned to them. In case it is found that any loss has occurred to the KESCo property/interest due to deployment of such personnel, the same shall have to be replaced by the Contractor without any extra cost to the KESCo.

9. Subletting

The Contractor shall not sublet any activity or any part thereof under the Contract.

10. Force Majeure

Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an affected party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices.

Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tempest, tornado, mutiny, civil commutation, riot, terrorist attack, strike (subject to certification by Labour Commissioner), lock-out (subject to certification by Labour Commissioner), exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, direct or indirect political events; or any event or circumstance of a nature analogous to any of the above.

A notification to this effect duly certified by statutory authorities shall be provided by the Contractor to the KESCO. The authority as decided by the KESCO (including committee, etc.) shall decide upon Force Majeure cases and the decision of such authority shall be final and binding on Contractor/Contractor.

11. Damage to Property and injury to personnel

The Contractor shall indemnify and keep indemnified the KESCO against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

The KESCO shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other person in the employment of the Contractor. The Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect there of or in relation there to.

In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Authorized officer of KESCO shall have full powers to retain out of any sums payable/becoming payable to the Contractor, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of KESCO shall be final in regard to all matters arising under this clause.

In case it is found that any theft or damage has occurred to the property or premises of the KESCO due to negligence of personnel in performing their duty and/or absence from the place of duty and/or not providing substitute by the Contractor or any other reason, the cost of all such losses or damages as assessed by the KESCO shall be recovered from the Contractor's monthly

bill or from their Security Deposit/Contract Performance Guarantee or in any other manner as may deemed fit.

In case any personnel of the Contractor is implicated in any law suit or is injured by any person or group of persons, agitating mob, etc. during the course of performing his/her duty/their duties for the KESCo, it shall be the sole responsibility of the Contractor to defend its personnel in the court of law or to extend all medical and financial help, etc. without charging any cost to the KESCo.

The KESCo shall be deemed to be indemnified by the Contractor for lapses or other mischief's etc. by its personnel

Claims arising due to "any activity" shall be liable for adjustment from contract performance guarantee furnished by Contractor.

12. Arbitration

If any dispute, difference or controversy shall at any time arise between the Contractor on the one hand and the KESCo and the Engineer of the Contract on the other hand Contract, or as the true construction, meaning and intent of any part or condition of the same or as to manner of execution or as to the quality or description of or the payment for the same, or as to the true intent, meaning, interpretation construction or effect of the clause of the contract specification or drawing or any of them or as to anything to be, done committed or suffered in pursuance of the contract or specification, or as in the mode of carrying the contract into effect or as to the breach or alleged breach or as to obviating or compensation for the commission any of such breach or as to any other matter or thing whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the contract such question, difference or dispute shall be referred for adjudication to the Managing Director (KESCo) or any other person nominated by him on this behalf and his decision on writing shall be final binding and conclusive. This submission shall be deemed to be a submission to arbitration modification thereof. The arbitrator may from time to time with consent of the parties, enlarge the time for making and publishing the award.

Upon every or any such reference, the costs of an incidental to the reference and award respectively shall be at the discretion of the arbitrator, who shall be competent to determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party and to direct by whom in what manner the same shall be borne and paid.

Work under the contractor shall, if reasonable, continue during the arbitration proceedings and no payment due or payable by the corporation shall be withheld on account of such proceeding. In case of refusal/neglect by such nominee Managing Director (KESCo) may nominate another person in his place.

13. Jurisdiction

Any dispute or difference, arising under, out of, or in connection with Tender/ Contract order shall be subject to exclusive jurisdiction at Kanpur and High Court of Judicature at Prayagraj only.

14. Blacklisting

In case(s) of severe default(s) by the Contractor (including but not limited to relevant clause of this section), the process of blacklisting or debarring of Contractor and recoveries (if any) thereof may be undertaken by the KESCo if deemed necessary.

15. Taxes

The Contractor shall be responsible for payment of all taxes duties statutory/local levies arising as a result of commercial transactions under this Contract such as GST etc. KESCo shall not be responsible for any tax related liability in any manner whatsoever.

During the Contract period, the Contractor shall deposit GST and other applicable taxes at prevailing rates as per Government of India guidelines including during extended period if any.

If any tax exemptions, reductions, allowances, or privileges may be available to the Contractor, the KESCo shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

The statutory deduction of taxes and duties at source, related to these works and services, shall be done by the KESCo and tax deduction certificate shall be issued to the Contractor wherever applicable as per law.

For the purpose of the Contract it is agreed that the Contract value shall include all taxes (including) but not limited to GST or any other similar tax/duty/Cess/surcharge/levy by whatever name called under applicable tax laws as on the last date of bid submission) for supplies to be made or services to be performed under the contracts in their quoted bid price. The KESCo shall not bear any separate liability over and above the contract price for payment of taxes.

If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which directly impacts tax liability of Contractor in performance of this Contract, an equitable adjustment of the Contract value shall be made to take into account any such change by addition to the Contract value or deduction there from, as the case may be.

The contractor shall declare its GST registration number. Any liability arising out of GST implication shall be borne and responsibility of the KESCo.

16. Termination of Contract

Events of default

Any of the following events shall constitute an "Event of Default". The occurrence of any "Event of Default" shall lead to consequences as brought out in Clause:-

- i. If the Contractor fails to deliver services as per time schedule in the Scope of Work.
- ii. If the Contractor unlawfully repudiates the Contract or has otherwise expressed an intention not to be bound by the contract.
- iii. If the Contractor does not make timely payment of salaries to the deployed labour.
- iv. If the Contractor does not make the mandatory payments like EPF, ESIC and others liabilities if any.

- v. If it comes to the KESCO's notice that the Contractor is indulged in forging documents and submitting forged documents of EPF Challan sheet, ESIC receipt of personnel deployed by it
- vi. If the Contractor becomes bankrupt or insolvent, goes into liquidation.
- vii. If the Contractor fails to make payment of any amount payable to the KESCO, as and when the same becomes due.
- viii. If the Contractor fails to provide, renew or replenish the payment security and / or contract performance guarantee.
- ix. If the Contractor fails to fulfil any of the directions or orders of the KESCO or comply with the requirement of the electricity laws or other laws in relation to bid area.
- x. If the Contractor has made any false or misleading representation or warranty.
- xi. If the Contractor transfers, otherwise than pursuant to contract, any material or property of the KESCO.
- xii. If the Contractor indulges in any malpractice or corrupt practice.

If at any stage during the period of the Contract any case involving moral turpitude is instituted in a court of law against the Contractor or his employees.

Termination for Convenience

The KESCO shall be entitled to terminate the Contract without assigning any reason thereof at any time of the KESCO's convenience, by issuing an "Order for Termination" to the Contractor. The termination shall take effect on 30th day of issuance of "Order of Termination", or such extended period (over and above 30 days) as may be decided by the KESCO.

Termination due to Change in Government / Management Policy

The KESCO shall be entitled to terminate the Contract due to change in any Government / Management Policy, by issuing an "Order for Termination" to the Contractor

The termination shall take effect on 30th day of issuance of "Order of Termination", or such extended period (over and above 30 days) as may be decided by the KESCO.

Effect of Termination (Either upon default or for convenience or Change in Management / Government Policy)

- Upon serving the "Order for Termination", the KESCO shall have rights to step-in and takeover the operations. The Contractor shall be obliged to co-operate with KESCO and provide all necessary support, data, documents, information, etc. which may be required by the Purchase for successful takeover of the operations and continuum of the services. However, during transition period the Contractor shall continue to provide such services, as may be required by the KESCO for smooth take-over of operations.
- If the contract has been terminated on occurrence of "Event of Default" as defined in Clause 20.1. The Contract Performance Guarantee submitted by the Contractor shall be invoked on or after the effective date of "Termination of the Contract" and amount so realised shall be forfeited by the KESCO, as a reasonable pre-estimate of the losses which have occurred to the KESCO due to non-performance of the Contractor.
- If the contract has been terminated on convenience as per Clause 20.3, the KESCO shall have rights to recover any amount payable by Contractor to the KESCO from the Contract Performance Guarantee.

- The KESCO unconditionally reserve the rights to claim from the Contractor, any cost, expenses or loss that may be incurred by reasons of breach of terms and conditions of the contract.
- The KESCO shall not be liable for payment of any compensation, whether in contract or tort or otherwise, towards the Contractor or any third party, upon termination of the contract.
- Upon termination of the contract, the Contractor shall immediately:-
 - a) Remove it's manpower deployed on performance of services pertaining to the Contract;
 - b) Cease all further work, except for such work as the KESCO may specify in the "Order for Termination" for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the site in a clean and safe condition;
 - c) Remove all Contractor's equipment from the site, repatriate the Contractor's and its subcontractors' personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and deliver to the KESCO the parts of the facilities executed by the Contractor up to the date of termination
 - d) To the extent legally possible, assign to the KESCO all right, title and benefit of the Contractor to the facilities as of the date of termination, and, as may be required by the KESCO, in any subcontracts concluded between the Contractor and its Subcontractors; and
 - e) Deliver to the KESCO all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the facilities.
 - f) The KESCO shall have the rights to recover from the Contractor any loss or damage occurred to the property/ items/ materials/ equipment etc. of the KESCO, due to any act of Contractor or its personnel.

17. Corrupt or Fraudulent Practice(s)

The KESCO requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contract(s).

In pursuance of this policy, the KESCO defines, for the purposes of this provision the terms set forth below as follows:

- Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official/employee involved in the procurement process or in execution of the Contract.
- Fraudulent practice" means misinterpretation of facts or information in order to influence the procurement process or the execution of Contract to the detriment of the KESCO, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the KESCO of the benefits of free and open competition.

- The KESCo will reject a bid or cancel the Contract if already placed, if it determines that the bidder recommended for Award or on whom the Contract/Award has already been placed has engaged in corrupt or fraudulent practices in competing for the Contract/Award in question.
- The KESCo may declare a bidder ineligible for issue of Contract/Award, either indefinitely or for a stated period of time, if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing an earlier Contract of the KESCo

18. Miscellaneous

In case, any penalty is imposed by the regulator/ government/ any other judiciary or compensation thereof, as decided by the concerned authority, on the KESCo related to services/ scope of work as per this Bid document, then the same shall be passed on to the Contractor.

XX

Annexure-A

PERFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be used by approved Scheduled Banks)

1. In consideration of the Kanpur Electricity Supply Co, Ltd. (hereinafter called KESCo) having agreed to exempt ----- (hereinafter called "The Contractors") from the demand the terms and condition of Agreement dated made between ----- and ----- for ----- (hereinafter called the said Agreement) of security deposit for the due fulfillment by the said Contractors of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees-----only) We----- Bank Ltd. (hereinafter referred as the Bank) do hereby undertake to pay to the Board an Amount not exceeding Rs. ----- against any loss of or damage caused to or suffered or would be caused to or suffered by the Board by reasons of any breach by the said Contractors of any of the terms of conditions contained in the said Agreement.
2. We ----- Bank Ltd. do hereby under take to pay the amount due and payable under this guarantee without any demur merely on demand from the Board stating the amount claims is due by way of use or damage caused to or would be caused to or suffered by the Board by reason of any breach by the said contractor of any of the teems or conditions contained in the said Agreement or by reason of the Contractors failure to perform the said Agreement. Any such, demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----
3. We -----Bank Ltd. further agree that the guarantee herein contained shall remain in full force, and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of Board under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Board or their only authorised officer certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractors and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before -----we shall be discharged from all liability under this guarantee there after.
4. We ----- Bank Ltd further agree with the Board that the Board shall have the fullest liberty without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to for enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation extension or extensions being granted to the said Contractors or for any forbearance act or commission on the part of the Board or any indulgence by the Board to the said Contractors or by any such matter or thing whatsoever which under the law would but for this provision have effect.
5. We ----- Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
6. Not withstanding any thing contained above the liability of the guarantor hereunder is restricted to the said sum of Rs.----- and this guarantee shall expire on the -----day----- of----- 110-----Unless a claim under the guarantee is filled with the guarantor within six months of such date, all claim shall lapse and the guarantor shall be discharged from the guarantee.

Dated the.....day of -.....110

For.....Bank Ltd.

PERFORMA FOR PERFORMANCE BANK GUARANTEE
Kanpur Electricity Supply Co, Ltd.

THIS DEED OF GUARANTEE made on the -----day of ----- 110. by the -----
----- (hereinafter called the Guarantor) of one part IN FAVOUR of the Kanpur Electricity Supply Co.
Ltd. (hereinafter called the Purchaser) of the other part.

WHEREAS in accordance with the contract agreement dated the -----day of -----
--110 (hereinafter called the said Contract) entered into between the Purchaser & Messers -----
-- a company within the meaning of the Companies Act and having its registered office at -----
(hereinafter called the Contractor) the Contractor agreed to supply to the Purchaser the -----
as provided in the said Contract.

AND WHEREAS the payment terms under the said Contractor provide that in order to take 100% payment of
the Contract value the Contractor shall furnish to the Purchaser a Bank Guarantee in the sum of 10% value
of each consignment dispatched valid for -----

AND WHEREAS instead of furnishing separate guarantee as after said the Contractor wishes to furnish one
guarantee in the sum of 10% value of the Contract valid for----- and reckoned from the date -

NOW THIS DEED WITNESSES AS FOLLOWS

1. In consideration of the premises the Guarantor hereby undertake that the Contractor shall duly supply the aforesaid material of the correct quantity and strictly in accordance with the said Contract failing which the Guarantor shall pay to the Purchaser on demand such amount or amounts as the Guarantor may be called upon to pay to the maximum aggregate of Rs----- being 10% of the Contract value.
2. The Guarantor shall pay to the Purchaser on demand the sum under clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to it compel the Guarantor to pay the same or to compel such performance by the Contractor, Provided that where the Guarantor considers the demand of the Purchaser unjustified shall never the less pay the same though under protest to the Purchaser and shall not with hold payment on that account.
3. This guarantee shall come into force from the date hereof and shall remain valid for -----
--- calendar months from the date of the -----of the last consignment of goods
dispatched which date of dispatch according to contract is the ----- day of -----
----- . If however the period of the contract's for any reason extended thereby extending the valid
date, and upon such extension, if the contractor fails to furnish a fresh or renewed Bank Guarantee
for the extended period Guarantor shall pay to the Purchaser the said sum of Rs.-----
or such lesser sum as the Purchaser may demand.
4. The guarantee herein contained shall not be affected by any change in the Constitution of the Guarantor or of the Contractors.
5. Any account settled between the Contractor and the Purchaser shall be conclusive evidence against the Guarantor of the amount due and shall not be questioned by the Guarantor.
6. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment thereof shall in no way relieve the Guarantor of its liability under this deed.
7. The Purchaser and the Contractor will be at liberty to carry out any modifications in the said Contract during the terms of the said Contract and any extension thereof, notice of which modification to the Guarantor is hereby waved.
8. The expression The Purchaser and The Guarantor and The Contractor shall unless there be anything repugnant to the subject or context include their respective successors and assigns.
9. Notwithstanding any thing contained above the liability of the Guarantor hereunder is restricted to the said sum of Rs.----- and this guarantee shall expire on the-----day of ----- unless claim under the guarantee is filed within six months of such date, all claims shall lapse and the Guarantor shall be discharged from the Guarantee.

IN WITNESS HEREOF

For and on behalf of the Guarantor has signed this deed on the day and year first above written.

Witness :

1.

Signed by

2.

For and on behalf of the

Guarantor

FORM OF BANK GUARANTEE for EMD

(For depositing earnest money in case the amount for deposit exceeds Rs. 5,000)

To ,

Kesco
Kanpur

Sir,

WHEREAS, Messer ----- a company incorporated under the Indian Companies Act its registered office at -----son of -----resident of -----carrying on business under the firm's name and style of Messer ----- at -----son of ----- resident of -----at partners carrying on business under the firm's name and style of Messer -----at ----- which is an unregistered partnership (hereinafter called The Tender) has/have in response to your Tender Notice against specification number----- for ----- offered to supply and/or execute the works as contained in the Tender's letter no-----

AND WHEREAS the Tender is required to furnish you a bank guarantee for the sum of Rs.----- -as earnest money against the tender's offer as aforesaid.

AND WHEREAS we ----- name of the Bank have at the request of the Tender agree to give you his guarantee as hereinafter contained.

NOW THEREFORE in consideration of the premises we the under signed, hereby covenant that the aforesaid tender of the Tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension there of as you and the Tenderer may subsequently agree and if the Tenderer shall, for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof as aforesaid we hereby guarantee to you the payment of the sum of Rs----- on demand, notwithstanding the existence of any dispute between the Kanpur Electricity Supply Co, Ltd, and the Tenderer in this regard and we hereby further agree as follows:

- a. That you may without affecting this guarantee grant time and other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and hereby modify these conditions or add there to any further conditions as may be mutually agreed upon between you and the Tenderer.
- b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- c. That an account settled between you and the Tenderer shall be conclusive evidence against us of the amount due here under and shall not be questioned by us.
- d. That this guarantee commences from the date hereof and shall remain in force till the Tenderer if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or (till four months after the period of validity) or the extended period of validity as the case may be of the tender whichever is earlier.
- e. That the suppressions the Tenderer and The Bank and The Kanpur Electricity Supply Co, Ltd. herein used shall unless such inter predation is repugnant to the subject or context, include their respective successors and assigns.

Form -A

1. In construing these general conditions and the annexed specification the of following words shall have the meaning here in assigned to them unless there is anything in the subject or context in consistent with such construction.

The "Contractor" shall mean the Tenderer whose tender shall be accepted by the Purchaser and shall include such Tenderer's heirs, legal representatives successors and assigns.

The "Sub Contractor" shall mean the person named in the contract for any part of the work or any person to whom any part of the Contract has been Sublette with the consent in writing of the Engineer and the heirs, legal representatives successors and assigns of such person.

The "Engineer" shall mean the officer placing the order for the work, with the contractor and such Engineer for the purpose of the contract in case of such officer has been so appointed, the purchaser or his duly authorised representative.

"Plant" Equipment" , "Material", "Work" or "Works" shall mean respectively the plant and materials to be provided and work or works to be done by the Contractor under the contract.

The "Contract" shall meant the include the general conditions specifications, schedules drawings, Form or Tender, covering Letter Schedule of Prices, or the final General Conditions, Specifications and drawings and the Agreement to be entered into under clause 3 of these general conditions.

"The Specification" shall mean the Specification annexed to these General Conditions and the schedules thereto (if any).

The site shall mean the site of the proposed work as detailed in the Specifications or an other place in Uttar Pradesh where work is to be executed under the Contract.

:"Test on Completion" shall mean such tests as are prescribed by the Specification to be made by the Contractor before the plant is taken over by the purchaser.

"Commercial Use" shall mean that use of work which the contract contemplates or of which it is commercially capable.

"Month" shall mean calendar month.

"Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

Words importing person, shall include Firms, Companies, Corporations and other bodies whether incorporated or not.

Words importing the singular only shall also include the plural and vice versa where the Context requires.

2. The contractor shall be deemed to have carefully examined the General Conditions, Specifications, Schedules and Drawings, If he shall have any doubt as to the meaning of any portion of these General Condition or of the Specifications, he shall, before signing the Contract, set forth the particulars thereof and submit them to the Engineer in writing in order that such doubt may be removed.
3. A formal agreement shall if required by the Purchaser, be entered into between the Purchaser and the Contractor for the proper fulfillment of the Contract.

Further if required by the Purchaser, the contractor shall deposit with the Purchaser as security for the due and faithful performance of the Contract such sums not being less than ten percent of the total value of the Contract as may be fixed by the Purchaser either in case or in any other form approved by the Purchaser. The security deposit shall be refunded to the to the Contractor on the satisfactory completion of tests and the taking over of the plant by the purchaser.

The charge in respect of vetting and execution of the contract document shall be borne by the Contractor. The contractor shall be furnished with an executed stamped counter-part of the Agreement. The import license fee will in each have to be paid by the Contractor. Import license may have to be taken in the Board's name.

After the tender has been accepted by the Purchaser, all order or instructions to the Contractor shall except as in otherwise provided, be given by the Engineer on behalf of the Purchaser.

4. Contractor shall submit in duplicate, to the Engineer for his approval, drawings of the General Arrangement of the works to be carried out and of such detailed drawings, other than shop drawings as may be reasonably necessary.

Within fourteen days of the receipt of such drawings the Engineer shall signify his approval or otherwise of the same, and in the event of his disapproving the drawing the contactor shall submit further drawings for approval.

Within a reasonable period of the notification by the Engineer to the Contractor of his approval of such drawings three sets in ink on tracing cloth or ferroalgalic prints mounted on cloth of the drawings as approval shall be supplied to him by the Contractor and be signed by him and by the contractor respectively and thereafter deemed to be the Contractor Drawings.

These drawings when signed shall become the property of the Purchaser and be deposited with the Engineer, and shall not be departed from in any way what so every except by the written permission of the Engineer as herein after provided. During the execution of the works one of the sets of drawings shall be available for reference on the site.

In the event of the contractor desiring to possess a signed set of drawings he shall supply four sets instead of three sets and in this case the Engineer shall sign the fourth set return the same to the Contractor.

The Contractor if required by the Engineer shall supply in addition copies of any drawings other than shop drawing which may be reasonably required for the purpose of the Contract and may make a reasonable charge of such copies.

The Engineer, or his duly authorised representative, whose name shall have previously been communicated in writing to the Contractor shall have the right at all reasonable times, to inspect at the factory of the Contractor, drawings of any portion of the work.

5. The Contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors and omission in the drawings or other particulars supplied by him whether such discrepancies, errors or omission are due to inaccurate information particulars furnished to the Contractor by the Engineer, any alterations in the work necessitated by reason of such inaccurate information or particular shall be paid for by the Purchaser.

If any dimensions figured upon a drawing or a plant differ from those obtained by scaling the drawing or plan, the dimension as figured upon the drawing or plan shall be taken as correct.

6. The Contractor shall not, without the consent, in writing of the Engineer or Purchaser, which shall not be unreasonably withheld assign or sublet his Contract, or any substantial part thereof other than for raw materials for minor details, or for any part of the work of which the makers are named in the Contract, provided that any such

consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

7. In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement of letters-patent in respect of any machine plant, work or thing used or supplied by the Contractor under this Contract or in respect of any method of using or working by the Purchaser of such machine plant, work or thing the Contractor will indemnify the Purchaser against such claim or demand and all costs and expenses arising from or incurred by reasons of such claims or demand PROVIDED THAT the Purchaser shall notify that Contractor immediately any claim is made and that the Contractor shall be at liberty if he so desires with the assistance of the Purchaser if required but at the Contractor's own expenses, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such machine, plant work or thing shall be used by Purchaser for any purpose or in any manner other than for which they have been supplied by the Contractor and specified under this Contract.

The Contractor shall train at his works Engineer/Engineers of the Purchaser in the manufacture and assembly of machinery and its parts for a period of ----- --. A separate agreement for such training shall be signed by the Engineer/Engineers

8. The Plant shall be manufactured and constructed in the best and most substantial and most workman like manner and with material of the best or of approved qualities for their respective uses.

9. The Contractor shall be responsible for securely protecting and packing the plant so as to avoid damage under normal conditions of transport.

10. The cost of delivering the whole of the material F.O.R. at the railway station specified or on the site as the specification may define and the cost of the packing and unless otherwise agreed, import duties and customs dues shall be borne by the Contractor.

11. Except as hereinafter provided that Purchaser shall unless otherwise specified be responsible for the proper fencing, guarding, lighting and watching of all works other than transmission lines comprised in the Contract and other for the proper provision of temporary, roadways, footways, guards and fences as far as the same may be rendered necessary by reason of the work for the accommodation and production of foot passenger or other traffic and of the owners and occupiers of adjacent property and of the public.

The Contractor shall at all time provide sufficient fencing, notice boards lights and watchman to protect and warn the public and guard the work of transmission lines and in case the contractor fail to make such provision made by him is considered by the Purchaser to be inadequate the Purchaser may make such provision or further provisions s he may consider necessary and charge the cost thereof to the Contractor.

If during the period of erection of a plant the Contractor or his workman or servant shall injure or destroy any part of a building or other structure contiguous to the work in progress or if any damage shall be caused from any cause whatsoever to other works (whether in progress or completed) forming part of the work for which the plant is being installed or if any imperfections become apparent in these works the causes of which imperfections are attributable to the Contractor or his workmen or servants the Contractor shall make good such damages and imperfection and if he fails to do so within a reasonable time the purchaser may cause the same to be made good and may deduct the cost thereof from any sum that may then or at any time thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof or may recover it otherwise.

12. No alterations amendments omission, additions suspensions of variations of the work (hereinafter referred to as "Variation") under the Contract as shown by the drawings of the specification shall be made by the contractor except as directed in writing by the Engineer, but the Engineer shall have full power, subject the provision hereinafter contained from time to time during the execution of the contract by notice in writing to instruct Contractor to make such variation without prejudice to Contract, and the Contractor shall carry out such instructions and be bound by the same conditions as far as applicable as through the said variations occurred in the specifications. If any suggested variations would in the Opinion of the Contractor, if carried out prevent him from fulfilling any of his obligations or guarantees under the Contract he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirm his instruction the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost, if any occasioned by any such variations, shall be added or deducted from Contract price as the case may require. The amount of such rates specified in the schedule of Prices so far as the same may be applicable and where the rates are not contained in the said Schedules or are not applicable they shall be settled by the Engineer and Contractor jointly as far as possible, before such variations are carried out, Provided that the Purchaser shall not become liable for the Payment of any charge in respect of any such variations unless

the instruction for the performance of the same shall have been given in writing by the Engineer.

In the event of the Engineer requiring any variations, such reasonable proper notice shall be given to the Contractor as will enable him make his arrangement accordingly, and in case where goods or materials have already been prepared or any designs, drawings, patterns have been made or work done that require to be altered, the Engineer shall allow such Compensation in respect thereof as he shall consider reasonable.

Provided that no such variation shall except with the consent in writing of the Contractor, be such as will involve an increase or decrease of total price payable under the Contract by more than 10 percent thereof.

In every case in which the Contractor shall receive instructions from the Engineer for carrying out any work either then or later will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall as soon as reasonably possible after the receipt of such instructions, inform the Engineer of such claim for additional payment.

13. If the Contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given him in writing by the Engineer in connection with work or shall contravene any provision of Contract the purchaser may give seven days notice in writing to the Contractor, to make good the failure neglect or contravention complained of and if the Contractor shall fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time then and in such case the Purchaser shall be at liberty to employ other workmen and forthwith perform such work as the Contractor may have neglected to do or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part out of the Contractor's hands and give it to another person on contract at a reasonable price or provided any other materials tools tackles or labour for the purpose of completing the work or any part thereof and in that event the Purchaser shall without being responsible to the Contractor for fair wear and tear of the same have free use of all the materials, tools or other things which may be on the site, for use at any time in connection with the work to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor such part thereof as may be necessary to, to the payment of the cost of executing such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor, and the Contractor fails to make good the deficiency the Purchaser may recover it from the contractor in any lawful manner or the Purchaser may sell the said materials tools tackle or other things belonging to the Contractor, and the proceeds of such sale shall be applied towards the payment of such deficiency and the costs of and incidental to such sale and any balance remaining after crediting the same shall be paid to the Contractor on the certificate of the Engineer provided that when all expenses cost and charges incurred in the completion of the work are paid by the Contractor all such materials tools, tackle or other things remaining unsold shall be removed by the Contractor.

14. If the contractor shall die or commit any act of bankruptcy, or being a corporation commence to be wound up except for reconstruction purposes or carry on its business under a Receiver the executors successors or other representative in law of the estate of the Contractor or any such receiver liquidator or any person in whom, the contract may become vested shall forthwith give notice thereof in writing to the Purchaser and shall for one month which he shall take all reasonable steps to prevent a stoppage of the work have the option of carrying out the Contract subject to his or their providing such guarantee as may be required by the Purchaser but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work period of the option under this clause shall be fourteen days only Provided that should the above option not be exercised the Contractor may be determined by the Purchaser by notice in writing to the Contractor and the Purchaser may exercise the same power which he could have under the proceeding clause if the work had been taken out of Contractor's hands under that clause.

15. The Engineer and his duly authorised representatives shall have and testing at all reasonable times the access to the Contractor's premises, and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the plant during its manufacture there and if part of the plant is being manufactured on other premises the contractor shall obtain for the Engineer and for his duly authorised representatives permission to inspect it as the plant was manufactured on the Contractor's own premises.

The Engineer shall on giving seven day's notice in writing to the Contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any part or workmanship connected with such work which in his opinion are not in accordance with the Contract or are in his opinion defective for any reason whatever Provided that if such notice be not sent to the Contractor within

reasonable time after the grounds upon which such notice is based have come to the knowledge of Engineer he shall not be entitled to reject the said plant or workmanship on such grounds Unless specifically provided otherwise all tests shall be made at the Contractor's works before shipment.

The Contractor shall, if required give the Engineer notice of any materials being ready for testing and the Engineer or his said representatives if so desires shall on giving twenty four hours previous notice in writing to the Contractor, attend at the Contractor's premises within seven days of the date on which the material is notified as being ready, failing which visit the contractor may proceed with tests which shall be deemed to have been made in the Engineers presence, and he shall forth with forward to the Engineer duly certified copies of ten tests in duplicate.

In all cases where the Contractor provides for tests whether at the premises of the Contractor or of any sub-Contractor the Contractor, except where otherwise specified shall provide free of charges such labour, materials, electricity, fuel water stores, apparatus and instruments as may reasonably be demanded to carry out efficiently such tests of the plant in accordance with the contract and shall give facilities to the Engineer or to his authorised representative to accomplish such testing.

If special tests other than those specified in the contract are required they shall be paid for by the Purchaser as Variations" under clouser 12.

When the tests have been satisfactorily completed at the Contractor's works the Engineer shall issue a certificate to the effect.

In all cases where the contract provide for test on the site the purchaser except where otherwise specified shall provide free of charges, such labour, material, electricity, fuel, water, stores apparatus and instruments as may be required from to time and as may reasonably be demanded efficiently to carry out such test of the plant or workmanship in accordance with contract. In the case of the contractor requiring electricity for test on site such electricity shall be supplied to the Contractor in the most convenient form available.

16. No plant shall be forwarded until shipping instruction shall have been given to the Contractor.

Notification of delivery or dispatch in regard to each and every consignment shall be made to the purchaser immediately after dispatch or delivery. The supplier shall further supply to the consignee a period invoice and packing account of all stores delivered or

dispatched by him. All packages containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing account and full details of the contents of packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination.

17. The suitable access to and possession of the site shall be afforded to the contractor by the purchaser in reasonable time and the purchaser shall have any foundations to be provided by him ready when required by the contractor where a crane is available for free use of the contractor until the plant is taken over.

The work, so far as it is carried out on the Purchaser's premises, shall be carried out at such time as the Purchaser may approve and so as not to inter unnecessarily with the conduct of the Purchaser's business but the purchaser shall give the contractor all reasonable facilities for carrying out the work.

No person other than Contractor sub-contractor and workmen and the contractor's duly authorised agent shall, except with the special permission in writing of the Engineer or his representative, be allowed to do any work on the site in connection with the erection of his work out access to the work shall at all times be accorded to the Engineer and his representative and other authorised officials or representatives of the Purchaser.

The contractor shall permit the execution of work by other contractors or tradesmen whose names shall have been previously communicated in writing to the contractor by the Engineer, and afforded them every facility for the execution of their several works simultaneously with his own.

The Purchaser shall provide all the unskilled labour and facilities necessary for the execution of work included in the contract unless otherwise specified.

18. All the work shall be carried out under the direction and to the reasonable satisfaction of the Engineer. If supervision of the erection for complete erection is included in the contract the contractor shall be responsible for the correctness of the positions levels and dimensions of the work according to the drawings, not with standing that he may have been assisted by the Engineer in setting out the same.

19. In respect of all matters which are left to the decision of the Engineer, including the granting or withholding of certificate, the Engineer shall if required to do so by the contractor give in writing a decision thereon and his reasons for such decision. If the decision is not accepted by the contractor the matter will, at the request of the

Contractor, be referred to arbitration under the provision for arbitration hereinafter contained but subject to this right of reference to arbitration such decision shall be final and binding on the contractor.

20. If the supervision of erection or complete erection is also included in the contract the contractor shall employ at least one competent representatives and whose name or names shall have previously been communicated in writing to the Engineer by the contractor to superintendent the erection of the plant and the carrying out of the works. The said representative, or if more than one shall be employed then one of such representative shall be present on the site during working hours, and any written orders or instruction which the Engineer or his duly authorised representative whose name shall have been previously communicated in writing to the contractor may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

The Engineer shall be at liberty to object to any representative or person employed by the Contractor in the execution of or otherwise about the works who shall in his opinion misconduct himself or be in competent or negligent and the Contractor shall remove the person so objected to upon receipt from the Engineer of notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor's expense

The purchaser shall provide suitable living accommodation on the site for the use of contractor's representative unless the contractor exempts him from this liability.

21. The Contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over under clause 35 or is deemed under that clause to have been taken over Provided always that the contractor shall not be responsible for any such loss, damage depreciation occurring during such period that the plant is operated by the Purchaser's staff prior to being taken over in accordance with clause 35.

Until the plant is taken over is deemed to have been taken over as aforesaid, the contractor shall also be liable for and shall indemnify the purchaser in respect of all injury to person or damage to property resulting from the negligence, of the Contractor or his workmen or sub-contractors or from defective designs, or work, but not from other cause.

Provided that the contractor shall not be liable for any losses of profit or loss or contract or any other claim made against the Purchaser not already provided for in the contract not for any injury or damage caused by or arising from the acts of the

Purchaser or of any other person or due to circumstances over which the contractor has no control or shall his total liability for loss, damage, or injury in this clause exceed the total value of contract.

The contractor will indemnify and save harmless the Purchaser against all actions suits, claims demands costs or expenses arising in connection with injuries (other than such as may attributable to the Purchaser or his employees) suffered period to the date when the plant shall have been taken over under clause 35 hereof by persons employed by the contractor or his sub-contractor on the work, whether at common law or under the Workmen's compensation Act, 1923 or any other statute in force at the date of contract relating to the question of the liability of employers for injuries suffered by employees and will if called upon to do so take out the necessary policy of insurance to cover such indemnity.

In the event of any claim being made, or action brought against the Purchaser involving the contractor and arising out of the matters referred to and in respect of which the contractor is liable under this clause the Contractor shall be immediately notified thereof and he shall with assistance, if he so requires, of the Purchaser but at the sole expense of the Contractor conduct, all negotiations for the settlement of the same or any litigation that may arise thereof. In such case, the Purchaser shall at the request and expense of the contractor afford all reasonable and available assistance for any such purpose.

22. The contractor shall insure the Plant and shall keep it insured against loss by theft, destruction or damage by fire, flood under exposure to the weather or through riot, civil commotion war or rebellion for the full value of the plant from the time of delivery of f.o.b. British Port until the plant is taken over under clause 35. This insurance shall also cover loss by theft on site in the case of contracts where the contractor, is responsible for complete erection but not in other cases.

23. If during the progress of the work the Engineer shall decide and notify in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any plant inferior in quality to the specified the contractor on receiving details of such defects or deficiency shall, at his own expense, within such time as may be reasonably necessary for making it good proceed to alter reconstruct or remove such work, or supply fresh materials up to the standard of the specification and in case the Contractor shall fail so to do the Purchaser may, on giving the contractor seven days, notice in writing of his indenting so to do, proceed to remove the work complained of and at the cost of the contractor perform all such work or supply all such material

provided that nothing in this clause shall be deemed to deprive the Purchaser of or affect any right under the contract, which he may otherwise have in respect of such defects of deficiencies.

24. All costs, damages, or expenses which the Purchaser may have paid for which under the contract the contractor is liable, may be deducted by the Purchaser from any money due or which may become due by him to the contractor under the contract, or may be recovered by suit or otherwise from the Contractor.

Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchaser and set off against any claim of the Purchaser for the payment of a sum of money arising out of or under any other contract made by the contractor with Purchaser.

25. Subject to any deduction which the Purchaser may be authorised to make under the contract, to any additions of deduction provided for under clause 12 the contractor shall be entitled to payments as follows:

- b. Eighty percent of the f.o.r. contract value of the plant in rupee on receipt by the purchaser of the contractor's invoice giving the number and date of railway receipt covering the dispatch of the plant from Indian Port and of the advice note giving case number and contents together with a certificate by the Contractor to the effect that the plant detailed in the said advice note has actually been dispatched under the said railway receipt and that the contract value of the said plant so dispatched is not less than the amount entered in the invoice.
 - c. Ten percent of the f.o.r. contract value of the plant on satisfactory completion of test and taking over of the plant.
 - d. Ten percent of the f.o.r. contract value of the plant at the end of twelve month from the date of taking over.
 - e. For the erection of the plant in proportion of the progress of the work on the receipt by the Purchaser of monthly invoices submitted by the contractor supported by the certificates of the Engineer.
- 1- If the time at which either of the installments due under subclauses (b) and (c) of clause (1) hereof become payable there are minor defects in the plant which are not of such importance as to effect the full commercial use of the plant then the Purchaser shall be entitled to retain only such part of the installment then due as represents the cost of making good such minor

defects and any sum so retained shall subject to the provisions of clause 36 become due upon such minor defects being made good.

- 2- If the Purchaser desires that the plant or any portion thereof should not be dispatched by the contractor when it is due for dispatch by the contractor shall store such plant or portion at his works and be responsible for all risk. For such storage the purchaser shall pay to the Contractor at a rate to mutually agreed upon between the parties but not exceeding 5 S (Five shilling per ton per week.) payable quarterly plus interest at one per cent per annum above the current rate of the State Bank of India on 80 percent of the contract value of the plant or portion thereof so stored for the period from the date on which the said Plant or portion become due and is ready for shipment upto the date on which it is actually shipped.
- 3- In the event of the supplier contractor/company/not being able to supply the materials or to carry out works in accordance with the terms of this contract the Government/Purchaser/Owner shall have the right to recover any sums advanced in accordance with the clause 25 from the supplier/contractor/company and from his/its assets.

26. In any case where the contractor price includes a provisional sum to be provided by the contractor for meeting the expense of extra work or for work to be done or material to be supplied by a sub contractor such sum shall be expended or used, either wholly or in part or be not used at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used then the whole or the part not used as the case may be, shall be deducted from the contract price. If the sum used is more than such provision, the contractor shall pay the excess. In the case of materials supplied on work done by a sub contractor the total of the net sums paid to the sub-contractor on account of such materials or work and a sum equal to 10 percent of such net sum allowed as Contractor's profit shall be deemed to be the sum used note of the works or articles to which such sum of money refer shall be done or purchased without the written order of the Engineer. The contractor shall allow the Sub Contractor every facility for the supply of materials or execution of their several works simultaneously with his own and shall within fourteen days after the Engineer has requested him in writing so to do pay the dues of such sub-contractors on account of such materials or work, PROVIDED ALWAYS that the contractor shall have no responsibility with regard to such work or articles unless he shall have previously approved the sub contractor and/or the material or plant to be supplied.

27. Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting forth in the order of the schedule of prices,

particulars of the work executed and the certificate as to such plant or work as in the reasonable operation of engineer in accordance with the contract shall be issued within fourteen days if possible or for other than the first payment within such time of application for the same as is reasonably necessary for communication with the site.

The Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and payments shall be regulated and adjusted accordingly.

28. Payment shall be due payable by the Purchaser in accordance with the provisions of clause 25 hereto at the end of the month following that in which invoice for the amounts due together with necessary documents are received by the Purchaser, provided that the Purchaser shall not be bound to make any payment at least 8 percent of the total contract value of the plant.
- 29 (a). No certificate of the engineer on account not any sum paid on account by the parches, no any action of time granted under clause 31 shall effect or prejudice the rights of the Purchaser against the Contractor either under this Agreement or under the law or relieve the Contractors his obligations for the due performance of the Contract, or be interpreted as approval of the work done or of the materials supplied.
- (b). No certificate of the Engineer shall create liability in the Purchaser to pay for any alterations, amendments, variations or additional work not ordered in writing by the Engineer or absolve the contractor of his liability for the payment of damages whether due ascertained or certified or not of any sum against the payment of which he is bound to indemnify the Purchaser nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the contractor against the Purchaser under this Agreements or under the law.
30. The Purchaser shall pay to the Contractor all reasonable expenses incurred by the contractor by reasonable expenses incurred by the contractor by reason of suspension of the works of delay in shipment by order in writing of the Purchaser of the Engineer unless such suspension shall be due to some default on the part of the Contractor or sub-contractor.

31. The time given to the contractor for dispatch delivery erection of works or completion as the case may be shall be reckoned from the date of receipt by the Contractor or the order, together with all necessary information and drawings to enable in work to be put in hand.

In all cases in which progress shall be delayed by strike, fire, accident, defective, materials delay in approval of drawing or cause whatsoever beyond the reasonable control of the contractor and whether such delay or implement shall occur before or after the time or extended time for dispatch erection or completion, a reasonable, extension of time shall be granted.

32. If the contractor shall fail in the due performance of his contract within the time fixed by the contract or any extension thereof the contractor agrees to accept a reduction of the contract price by 1/2 (half) completion percent per week reckoned on the contract value of such portion only of the plant as can not in consequence of the delay be used commercially and efficiently during each week between the appointed or extended times as the case may be and the actual time of acceptance under clause 35, and such reduction shall be in full satisfaction of the contractor's liability for delay but shall not in any case exceed 10 (ten) percent of the contract value of such portion of the plant.

33. Whenever possible all tests shall be carried out before shipment test on should however, it be necessary for the final tests as to performance and completion guarantees to be held over unit plant is erected at site they shall be carried out in the presence of the contractor's representative within one month of the completion of erection. If the result of these tests shall not come within the margin specified the tests shall if required be repeated within one month from the date the plant is ready for retest and the contractor shall repay to the Purchaser all reasonable expenses to which he may be put by such tests.

34. If the completed plant or any portion thereof, before it is taken over under clause 35 be found to be defective or fail to fulfill the requirements of the contract the Engineer shall give the contractor notice setting forth particulars of such defects or failure, and the contractor shall forth with make the defect good, or alter the same to make it comply, with the requirements of contract. If the Contractor fail to do so with a reasonable time, the Purchaser may reject and replace at the cost of the contractor the whole or any portion of the plant as the case may be which is defective or fails to fulfill the requirements of the contract such replacement shall be carried out by the Purchaser within a reasonable time and at a reasonable price and

where reasonable possible to the same specification and under competitive conditions. In case of such replacement by the Purchaser the Contractor shall be liable to pay to the Purchaser extra cost if any of such replacement delivered and or erected as provided for the original contract, such extra cost being the ascertained difference between the price paid by the Purchaser under this provisions above mentioned for such replacement and the contract price for the plant so replaced, and also to repay any sum paid by the Purchaser to the contractor in respect of such defective plant. If the Purchaser does not so replace the rejected plant within a time, the contractor shall be liable only to the Purchaser all money paid by the Purchaser to him in respect of such plant.

In the event of such rejection the Purchaser shall be entitled to the use of the plant in reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement plant. During the period the rejected plant is used commercially the contractor shall be entitled to an reasonable sum as payment for such use.

35. Where the specification calls for performance tests before shipment and these have been successfully carried out, the plant shall be accepted and taken over when it has been satisfactory put into operation on site or within one month of its being ready to be put into operation whichever shall be the earlier and the Engineer shall forthwith issue a taking over certificate.

In the event of final or any outstanding tests being held over until the plant is erected such taking over certificate shall be issued subject to the results of such final or outstanding test shall be carried out in accordance with clause 33.

When the specification calls for tests on site the plant shall be taken over and the Taking over Certificate issued immediately after such tests have been satisfactorily carried out.

If for any reason other than the default of the Contractor such test mentioned test on site shall not be carried out within one month of notice by the contractor to the Purchaser of the Plant being ready for test the plant shall be deemed to have been taken over as on the last day of the such period and payments due to the contractor shall if called upon so to do by the Purchaser, but at the Purchaser's expenses, make the said tests during the maintenance period and accept as aforesaid under the same obligations as specified in clause 33.

The Engineer shall not delay the issue of any taking over certificate contemplated by this clause on account of minor deficiencies of material or defects in the plant which do not materially affect the commercial use thereof provided that the contractor shall undertake to make good the same in due course.

36. For a period of 12 calendar months commencing from the date of installation or 18 Calendar month from handing over of repaired Transformer, on which the plant is taken over is deemed to have been taken over under clause 25 (called the maintenance period) the Contractor shall remain liable to replace any defective parts that may develop in Plant of his own manufacture or those of his sub contractors approved in the clause 6 under the conditions provided for by the contract under proper use and arising solely from faulty design, materials or workmanship provided always that such defective parts are not repairable at site and are not essential in the meantime to the maintenance in commercial use of the plant are promptly returned to the contractor's works at the expenses of the contractor unless otherwise arranged. If it becomes necessary for the contractor to replace or renew any defective parts of the plant under this clause, the provisions of the first paragraph of this clause shall apply the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months whichever may be the later. If any defects be not remedied within reasonable time the Purchaser may proceed to do the work at the contractor's risk and expense but without prejudice to other rights which the Purchaser may have against the Contractor in respect of such defects. The repaired or new parts will be delivered in accordance with clause 10. The contractor shall bear reasonable cost of minor repairs carried out on his behalf at site. At the end of the maintenance period the Contractor's liability shall cease in respect of goods not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of any guarantee given to the contractor by the original supplier or manufacturer of such goods.
37. The purchaser shall throughout the continuance of the contract and in respect of all matters arising in the performance thereof, serve all notices and obtain all consent, way leaves approvals and permission required in connection with the regulations and by laws of any local or other authority which shall be applicable to the works.

All work shall be executed in accordance with the Indian Electricity Rules 1956 and any statutory modification thereof, wherever are applicable under otherwise agreed to in writing by the Engineer.

38. If any dispute difference or controversy shall at any time arise between the contractor on the one hand and the KESCo. and the Engineer of the Contract on the other had contract or as the true construction, meaning and intent of any part or condition of the same, or as to manner of execution or as to the quality or description of or payment for the same or as to the true intent, meaning interpretation, construction or effect of the clause of the contract specification or drawings or any of them or as to any thing to be done committed or suffered in

pursuance of the contract or specification or as in the mode of carrying the contract into effect or as to the breach or alleged breach or as to obviating or compensating for the commission any of such breach or as to any other matter or thing whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the contract such question difference or dispute shall be referred for adjudication to the Managing Director (KESCo) or any other person nominated by him on this behalf and his decision in writing shall be final binding and conclusive. This mission shall be deemed to be a submission to arbitration modification thereof. The arbitration may from time to time with consent of the parties enlarge the time for making and publishing the award.

Upon every or any such reference the costs of an incidental to the reference and award respectively shall be at the discretion of the arbitrator who shall be competent to determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party and to direct by whom and to whom in what manner the same shall be borne and paid.

Work under the contractor shall, if reasonable, continue, during the arbitration proceedings and no payment due or payable by the Board shall be withheld on account of such proceeding. In case of refusal/neglect by such nominee chairman UP State Electricity Board may nominate another person in his place.

Any action taken or proceedings initiated on any of the terms of this agreements shall be only in the court of competent Jurisdiction under the High court of Judicature at Allahabad.

Work under the Contract shall if reasonable possible, continue during the Arbitration proceeding and no payment due or payable by the Purchaser shall be withheld on account of such proceedings.

39. The contract shall in all respects be constructed and operated as a construction contract as defined in the Indian Contract Act 1972, and all the payments of contract there under shall be made in the rupees unless otherwise specified.
40. The marginal notes to any clause of this contract shall not affect Marginal or control the construction of such clause.

FORM OF AGREEMENT

(Referred to in clause 3)

This Agreement made the day of 19 between (hereinafter referred to as the Contractor) of the one part and the KANPUR SUPPLY CO. Limited (hereinafter called he purchaser) of the other part.

Whereas the Purchaser is about to erect and maintain the(hereinafter called the WORK) mentioned enumerated or referred to in certain general conditions, specification schedules drawings, from of tender covering letter and schedule of prices which for the purpose of identification have been signed byon behalf of(the Contractor and) the Engineer of the Purchaser on behalf of the Purchaser and all of which are deemed to form part of this contract as through separately set out herein and are included in the expression contract whenever herein used.

AND WHEREAS the purchaser has accepted the tender contractor for the provision and executing of the said work for the sum of upon the terms and subject to the conditions hereinafter mentioned NOW THESE PRESENT WITNESS and the parties hereto hereby agree and declare as follows that is to say in consideration of the payments to made to the contracted by the Purchaser as hereinafter mentioned the contractor shall duly provide the plant for the said works and shall do perform all other works and things in the contract mentioned or described or which are implied there from or therein respectively or may be reasonably necessary for the completion of the said works within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the said contract.

AND

In consideration of the due provision erection, execution, construction and completion of the said works and the maintenance thereof as aforesaid the Purchaser will pay to the Contractor the said sum of or such other sums as may become payable to the contractor under the provisions of this contract such payment to be made at such time and in such manner as is provided by the contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each:

Signed

Signed

(for and on behalf of the
Purchaser) by

date

Contractor

in the presence of and of

and of

FORM OF AGREEMENT
(Referred into clause 7-A)

THIS AGREEMENT made the.....day of.....
BETWEEN..... son of..... resident of
..... District..... (hereinafter called
"Engineer" of the first part and the KANPUR SUPPLY CO. Limited India (hereinafter called the
corporation the second part and the company firm (hereinafter
called the Company) of the third part.

WHEREAS the KESCO (hereafter called The Corporation) have selected the Engineer for
practical training and the Company/Firm have agreed to give the said practical training to the
Engineer on the conditions herein after appearing

NOW THIS INDENTURE WITNESSES AS FOLLOWS

1. The engineer binds himself to receive practical training on
..... for a term of at least*..... with the
Company/Firms.
2. The Engineer covenants with the Company/Firms as follows:
 - a. That his passage to..... and back on completion of his period
of training will be paid by the admissible toclass of Government
Servants subject to the conditions specified below.
 - b. That he will during the said terms receive from the on remuneration but the salary he
has been receiving before proceeding on deputation and such allowances, if any as the Board
may decide.
 - c. That he shall, during the period of deputation with the Company/Firm be under the
direct control of the Company/Firm and will abide by all their rules.
 - d. That he shall keep diaries of work done and experience gained by him and will submit
them periodically to the chief Engineer of KANPUR SUPPLY CO. Ltd. for information.
 - e. That he shall not absent himself without sanction of Company/Firm for any cause
whatsoever.
 - f. That in case of disobedience, insubordination, unsatisfactory work or breach of any of
the Conditions herein contained the company/firm may for reasons recorded in writing
terminate the training of the Engineer with the concurrence of the Board. In case it does so
without such concurrence it shall be liable to pay all expenses and charges incurred by the
Board subsequent to such termination provided that the Board considers the ground on which
the training was terminated to be insufficient. After the grounds have been considered to be
insufficient if the Company/Firm refuses to resume the Engineer's training it shall further be
liable to pay the passage to the Engineer back to India.

g. That he shall not hold the corporation liable for damages or compensation for any injury suffered by him through an accident or by reason of any wrongful act neglect or default of the Company/Firm or its servants or agents or from any other cause with employed as such Engineer.

h. That in the event of the period of training being terminated for the reasons specified in clause (f) the Engineer shall forfeit his claim to the return passage which will be granted only on satisfactory completion of the period of training in question.

IN WITNESS WHEREOF the parties here to have hereunto set their hands the day and the year first above written.

Signed By*

Signed By*

(Engineer) in the presence of

on behalf of the Corporation and the Company/Firm in the presence of

1*

1*

**

**

2*

2*

**

**

3*

3*

e-tender no. FOR THE WORK OF.....IN THE JURISDICTION OF Store Purchase
(NAME OF DISTRIBUTION DIVISION) UNDER EDC (NAME OF DISTRIBUTION CIRCLE &
DISCOM)

From:-

M/s.....
.....
.....

To,

The Executive Engineer (Store)
KESCO Kanpur

Dear Sir,

With reference to your tender for the above work, I/We offer to submit our proposal having rates for site, erection at site in the schedule annexed or such portion thereof, as you may determine in strict accordance with the terms, conditions and instructions to the tenderer and conditions of the tender and sale contained in Part-1 of the above referred tender to the satisfaction of the seller or in default thereof to forfeit to and pay to (KESCO), the sum of money mentioned in the said conditions.

THE RATES QUOTED ARE NET AND FIRM AND IN FULL SATISFACTION OF ALL CLAIMS. I/WE AGREE TO ABIDE BY THIS TENDER FOR THE PERIOD OF 180 DAYS FROM THE DATE OF OPENING OF BID PART-1.

A sum of Rs. vide no. dated of bank, in the form of DD/Bankers Cheque or RTGS/NEFT having UTR no. vide (Name of Bank) as tender cost has been deposited in the Discom account. The proof of the same has been annexed with the bid proposal..

A sum of Rs. vide no. dated of bank, in the form of And having the validity for the period of as earnest money pledged in favour of is enclosed, the full value of which shall be retained by the (Name of Discom) on account of earnest money security deposit specified in the said clause of the "Instructions to the Tenderers".

I/we hereby undertake and agree to execute a contract in accordance with the said 'Terms, Conditions & Instruction to the Tenderer' of the tender bid specification.

Firm RTGS Details:-

The details of the funds (earnest money/Tender Fees) given by the firm in the present tender, are deposited in the departmental account, as mentioned herein under:-

Firm current account number-

Name of Bank with address:-

IFSC code of the branch-

Amount:- Rs..... & head (EMD/Tender Cost)

UTR no.-

Yours faithfully,

Signature of the authorised Signatory
(With complete address & Seal)

Part-1

DECLARATION

(To be executed on a non-judicial stamp paper)

Tender Invited by:- Executive Engineer (Store)

Tender for:- For the work of in the jurisdiction of Store Purchase under KESCO.

Name of Tenderer:-

Specification no.:-

Date of opening of bid part-1:-

IN CONSIDERATION of the KESCO, having treated the tenderer to be an eligible bidder whose tender may be considered, the tenderer hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn by us within 180 days from the date of opening of the tender (or any extension thereof), also to the condition that if thereafter the tenderer does withdraw his proposal within the said period, the earnest money deposited by them may be forfeited by the Superintending Engineer, EDC-Discom, and at the discretion of the purchaser. The purchaser may debar the tenderer from tendering for a minimum period of one year reckoned from the date of opening of the tender.

Signed this day of.....20

Place:

Signed by

State title whether Proprietor/Partner
(With complete address & Seal)

SCHEDULE OF GENERAL PARTICULARS

1. Name of the Tenderer
 - (a) Head Office address:
 - (b) Registered Office address:
 - (c) Postal address of tenderer:
 - (d) Fax No.:
 - (d) E-mail id:-
2. Name and address of manufacturer of the major equipments
3. Works:
 - (a) Location with full postal address
 - (b) Total space occupied in sq. meters.
(approximate within 5%)
 - (c) Constructed area in sq. meters
(approximate with in 5%)
4. Name and address of local representative and his telephone number
5. Name and address of the officer of the tenderer / manufacturer to whom all reference shall be made for expeditious co-ordination.
6. Name of foreign collaborator, if any.
7. Whether the designs are their own or obtained from other sources. If from other sources the same may be indicated.
8. The name, designation, qualification and experience of the engineer employed by the tenderer in design, development and manufacturing of the quoted equipment.
9. Authorised capital of the company.
10. Total annual turnover of the firm during last three financial years.
11. Actual production per year of the equipment quoted during last five financial years giving quantity and bill value rounded off to two decimal place of Rs. Lacs excluding Central Excise.
12. Manufacturing capacity per month of the quoted equipment otherwise.
13. State the name and designation of your relative(s) if any, working in Uttar Pradesh Power Corporation Ltd.
14. Ten percent (10%) Performance Security in terms of requirement of specification is to be deposited within 30 days of placement of order. Whether or not willing to deposit. If no, state reasons.
15. Whether certificates for satisfactory performance of offered equipment enclosed/not enclosed. If yes, give the quantity to which it refers.
16. Whether quoted ex-works price are firm YES / NO
17. Whether ex-works prices quoted or not. YES / NO

- | | | |
|-----|---|----------|
| 18. | Whether packing, forwarding freight & insurance cover (for transit plus 30 days storage thereafter) has been quoted beside ex-works prices (All these charges are to be clubbed) | YES / NO |
| 19. | Whether the erection, testing and commissioning prices are quoted or not | YES / NO |
| 20. | Terms of payment as mentioned in relevant clause are acceptable or not | YES / NO |
| 21. | Give Sales Tax / Trade Tax registration Number, (Enclose last clearance certificate)
Central
State | |
| 22. | Income Tax Clearance Certificate of current and the preceding year enclosed or not. | YES / NO |
| 23. | Have you ever been declared bankrupt? If yes, please give details. | YES / NO |
| 24. | Whether the Tenderer is agreeable to execute the contract in case the deviations stipulated by him are not acceptable to the purchaser. | YES / NO |
| 25. | Give two references (Name, Designation and complete postal address) that can rectify Tenderer's financial status and capacity to undertake such works. One of the references should be from any scheduled Nationalized bank in India. | YES / NO |
| 26. | Have you offered any discount and if so, then what is the rebate/discount in Rs. | |

NOTE: Bidder shall have to demonstrate his offered system within week of intimation by purchaser.

Seal of the Company

Full Signature :

Name :

Designation :

Date :

SCHEDULE "B"
Part -I

PRE QUALIFICATION DETAILS OF THE OFFER

1. Name of Applicant / Company / Firm .

2. Brief description of the bidder.

(Individual Firm/Joint venture/ Private Limited Company/ Consortium) may be specified.

3. Details of Registration with appropriate authorities (enclose the copies)

4. Address & phone No.

(A) Registered Office

(B) Head Office

5. Experience of execution of contracts.

Sl. No.	Complete postal address including designation of Authority placing order, Copy of order and Satisfactory execution Certificate may also be Enclosed.	Description of job executed	Period of completion	Amount

Note: performances certificate may also be enclosed.

6.(A) Total amount of the bidder during last three years as per balance sheet (to be enclosed):

Years

Turnover (Amount in Lacs)

(1)

(2)

(3)

(B) In case bidder is a consortium of firms, turnover of its lead manager may be detailed separated year wise. All the members of consortium shall have to fill above particulars, separately.

Full Signature:

Name of Tenderer:

Date:

Seal of the Company

SCHEDULE 'G'

(Part II)

DEVIATIONS FROM "TECHNICAL SPECIFICATION"

All deviations from the "Technical Specification" shall be filled in clause by clause, in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are not deviation (s), the 'NIL' Information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P2 which the tender price will thereby increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in (Name of Discom) Specification	Deviation
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The Tenders hereby certifies that the above mentioned are the only deviations from the "Technical Specification".

Seal of the company

Signature :
Name :
Designation :
Date :

SCHEDULE 'H'

(Part II)

DEVIATIONS FROM "INSTRUCTION TO TENDERERS"

All deviations from the "Instructions to Tenderers" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation (s), the 'NIL' Information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P2 which the tender price will thereby increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in (Name of Discom) Specification	Deviation
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The Tenders here by certifies that the above mentioned are the only deviations from the "Instruction to Tenderers ".

Seal of the company

Signature :
Name :
Designation :
Date :

SCHEDULE 'I'

(Part I)

DEVIATIONS FROM "GENERAL REQUIREMENT OF SPECIFICATION"

All deviations from the "General Requirement of Specification" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation (s), the 'NIL' Information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P-2 which the tender price will thereby increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in (Name of Discom) Specification	Deviation
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The Tenders here by certifies that the above mentioned are the only deviations from the "General Requirements of Specification".

Seal of the company

Signature :
Name :
Designation :
Date :

SCHEDULE 'J'

Part-I

DEVIATIONS FROM GENERAL CONDITIONS OF CONTRACT FORM A&B of UPPCL

All deviations from the "Technical Specification" shall be filled in clause by clause, in this schedule. Compliance with the specifications will be taken as granted if the deviation are not specifically mentioned in this schedule. In case there are no deviation(s) the "NIL" information should be furnished 'In case tenderer is required to accept the standard clause , he should indicate

the amount in tender bid part-II schedule P by which the tender price will there by increase/ decrease.

Sl. No.	Page No.	Clause NO. and Stipulation in KESCo Specification	Deviation
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SCHEDULE "K"
Part I

**STATEMENT GIVING DETAILS OF PROPRIETOR/PARTNERS/DIRECTORS/
EXECUTIVES/ PRSSIDENT/ SECRETARY OF TENDERING FIRM**

E-Tender invited by : Executive Engineer(Store)
 Specification No. : 02/EE(Store)/2024-25
 Tender for (Item) :
 Due for Opening on :

Sl.No.	Full Name	Designation	Full address <u>Permanent official</u> Home Address	Telephone No. Signature	Full specimen Proprietor	Relationship with firm's	
1.	2	3	4	5	6	7	8

I. FOR PERSONS SIGNING TENDERS

- 1.
- 2.
- 3.

II . PROPRIETOR

- 1.
- 2.
- 3.

III. PARTNERS

- 1.
- 2.
- 3.

								1
2	3	4	5	6	7	8		

IV. DIRECTORS

- 1.
- 2.
- 3.

V. EXECUTIVES 1.

- 2.
- 3.

VI. PRESIDENT/SECRETARY (AS THE CASE MAY BE) 1.

- 2.
- 3.

Note: In each the person who has signed the tender document must enclosed the attested photocopy of power of attorney for singing the tender (To be marked as Schedule-M)

Seal of the Company

**Full Signature:
Name: Designation:
Date:**

Office of the Executive Engineer (Store)

Electricity House, Parade -Kanpur

Part – II of Tender No. 02/EE(Store)/2024-25

For Repairing of 01 Nos. damaged Power Transformers of 33/6.6 KV 3.15 MVA capacity in KESCo.

Schedule of Quantity and Prices

1	For 33/6.6 KV 3.15 MVA Transofermer:					
1.01	Labour Charges for: Preliminary inspection of transformers at KESCo site/workshop involving minor repairs at site/workshop.	Per T/f	Firm			
1.02	Labour Charges for: (b) Preliminary inspection of transformers at KESCo site/workshop for estimation involving major repairs. Unloading of T/f at Contractor's work & repair of t/f as detailed below :- Opening of transformers cover, draining of oil, if any, detanking core and coil assembly, and replacement of damaged parts, minor repair of core & tank (if required). Cleaning washing of dust & dirt etc. from all parts including core tank, cooling tubes of radiators. Removal of damaged parts, requiring replacement, fitting, fixing of new parts, making connection & assembly complete in all respects, retanking after repairs, filling fresh transformer oil, making transformer ready for tests & testing for all tests as per clause 16.0 of Technical Specification.	Per T/f	Firm			
1.03	HV leg coils complete with insulation varnishing by vacuum impregnation (if required as per sample) and baking of coil assembly.	Per T/f /Kg.	Variable			
1.04	LV leg coils complete with insulation varnishing by vacuum impregnation (if required as per sample) and baking of coil assembly.	Per T/f /Kg.	Variable			
1.05	HV Bushing 33 KV/37.5 KV	Each	Firm			
1.06	LV Bushing 11 KV	Each	Firm			
1.07	HV Bushing Metal Parts	Each	Firm			
1.08	LV Bushing Metal Parts	Each	Firm			
1.09	Set of Gaskets (rubberized cork)	Each	Firm			

1.10	Silica gel breather with fresh silica gel	Each	Firm			
1.11	Magnetic type oil level gauge with low level alarm contract.	Each	Firm			
1.12	Tapping Switch 33/37.5 KV complete with handle.	Each	Firm			
1.13	Tapping switch handle	Each	Firm			
1.14	Oil drain valve incorporating sampling device (with narrow orifice) & having suitable arrangement for locking.	Each	Firm			
1.15	Filter valve	Each	Firm			
1.16	Dial type thermometer of minimum 150mm dia with maximum temperature indicator complete with resetting device and alarm contacts etc.	Each	Firm			
1.17	Double float bucholz relay complete with alarm and trip contacts with resetting device	Each	Firm			
1.18	Air release plug	Each	Firm			
1.19	Pressure release valve	Each	Firm			
1.20	Replacement of damage core	Per Kg	Firm			
1.21	Pair of arcing horns 33/37.5 KV	Per Pair	Firm			
1.22	Radiator	Per Kg	Firm			
1.23	Radiator valve	Per Unit	Firm			
1.24	MS Clamping Ring	Per T/f	Firm			
1.25	Winding temperature indicator (complete set)	Per T/f	Firm			
1.26	Fresh transformer oil of standard quality as per IS:335/83 and latest amendment thereof.	Per Ltr.	Variable			
1.27	Sundry item viz, cover bolts plug caps, screw washers, insulation materials minor repairs of tank other parts required if any, alum. name plate etc.	Per T/f	Firm			
1.28	Painting inside & outside of transformer including radiator tubes conservator with suitable primer and two coats of suitable paint of grey colour and marking etc.	Per T/f	Firm			
1.29	Burnt/damaged leg coils to be retained by the contractor.	Per Kg	Variable			
1.30	Damaged metal parts of bushing to be retained by contractor.	Per Kg	Firm			
1.31	Overhauling of OLTC Replacement of OLTC contact	Lumpsum	Firm			
1.32	Overhauling of OLTC Replacement of OLTC Terminal barrier Board	Lumpsum	Firm			
1.33	Overhauling of OLTC Replacement of gaskets, lubrication of mechanical system.	Lumpsum	Firm			
1.34	Transportation Charge from KESCo Store to Firm works and return to KESCo store.	Per T/f	Firm			
Total in Rs.						