

**KARNATAKA POWER CORPORATION LIMITED**  
**(A Government of Karnataka Enterprise)**  
**BELLARY THERMAL POWER STATION**  
**KUDITHINI -583 152**



**TENDER NOTIFICATION NO: KPCL/EEM3/INSITU/2017-18/08**  
**Date: 08.04.2017**

**TENDER DOCUMENT**

**NAME OF THE WORK**

**"IN-SITU VALVE LAPPING AND BONNET  
MACHINING"**

**2017-18**

**Office of the**  
**Executive Engineer (Mechanical)-3**  
**Bellary Thermal Power Station**  
**Karnataka Power Corporation Limited**  
**Kudithini - 583 152**  
**Bellary (Dist)**  
**Tel : 94482 90592**

**KARNATAKA POWER CORPORATION LIMITED**  
**Bellary Thermal Power Station**

O/o Executive Engineer (Mechanical)-3  
Kudithini -583 152, Bellary (Tq & Dist)  
Karnataka (State)

Date: / /2017

Name of the work: **"In-Situ valve lapping and Bonnet machining"**.

**FOR OFFICE USE ONLY**

This Tender document has been issued to: M/s.....  
.....on ...../...../2017 Payments  
received vide DD No..... dated...../...../2017 for Rs Rs 115/-(Rs.100/-  
extra, if required by post)

Executive Engineer (Mechanical)-3

- 
01. Tender opened on : ...../...../2017  
02. Number of over writings : .....  
03. Number of corrections : .....

Deputy General Manager (Finance)  
BTPS, KPCL, Kudithini

Executive Engineer (Mechanical)-3  
BTPS, KPCL, Kudithini

**KARNATAKA POWER CORPORATION LIMITED  
BELLARY THERMAL POWER STATION**

**FORM II**

To:

**The Executive Engineer (Mechanical)-3**

**MEMORANDUM**

**Name of work: "In-Situ valve lapping and Bonnet machining".**

I/We enclose herewith a Demand Draft for Rs..... vide DD No. \_\_\_\_\_ dt \_\_\_\_\_ Bank \_\_\_\_\_ towards Earnest Money. The Earnest money bears no interest.

Should my/our tender be accepted I/We agree to pay 5% of the contract value plus additional security towards unbalanced tender amount towards security deposit for the due fulfilment of the contract at the time of executing agreement in the form of BG/FDR for full period of contract.

Otherwise, agreeable for deduction of 5 % of the contract value plus additional security towards unbalanced tender amount towards security deposit from my first running bills.

If this tender be accepted, I/We agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed or in default thereof forfeit and pay to the Corporation the sum of money mentioned in the said condition without prejudice to any other right of the Corporation.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I/we have carefully read the instructions and I/We have made examination of contract documents and locations where such work is to be done.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the Corporation based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said contract, agreements, stipulations, restrictions and conditions.

If upon written information to me/us by the Executive Engineer (Mechanical)-3, I/We fail to attend the office on the date there in fixed and if upon intimation being given to me/us by the Executive Engineer (Mechanical-3) of the acceptance of the tender or fail to enter into agreement, then I/We agree to the forfeiture of pledged DD/FDR/BG towards earnest money.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or left at my/our address given

I/we fully understand the terms and agreements of the contract to be entered into between me/us and the Corporation and the written agreement shall be foundation of the right of both the parties and the contract shall not be deemed to be complete until an agreement has been signed by me/us and authorised by the proper office authorised to enter into contract by the Corporation.

Date.....this day of .....2017

Witness .....

**Bidder/Contractor**

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# **GENERAL TERMS AND CONDITIONS**



## Section - I

### GENERAL TERMS AND CONDITIONS & SCOPE OF WORK OF TENDER

#### 1.00 INTRODUCTION

Karnataka Power Corporation Limited is a Government of Karnataka undertaking which is entrusted with design, construction, generation and maintenance of power projects in the state. Bellary Thermal Power Station is the first 500 MW Thermal Power Project of the state taken up by KPCL.

BTPS site is located near Kudithini between Hospet and Bellary towns along NH-63 at a distance of 40Kms from Hospet and 22Kms from Bellary. The plant is spreaded all over the 1830 acres area. Presently two unit of 500 MW capacity plant with its auxiliaries is in continuous commercial operation and third unit is under construction stage. About 600 employees are working and 4000 Nos. of contractor workers and officials are working for construction and O&M activity.

It is proposed to entrust the work of "Replacement of valves and pipe line modification work at unit-1 BTPS", to a qualified agency.

Tenders are invited from reputed agencies who have sufficient experience in the field of Routine/Breakdown/ Maintenance works of Turbine & its auxiliaries in thermal power plants of capacity **210MW and above**.

#### 2.00 DEFINITION OF TERMS:

- 2.01 The expression "work", "job" or "duty" where used in these conditions shall unless there be something either in the subject or context represent to **"In-Situ valve lapping and Bonnet machining"**.
- 2.02 The "Company / Corporation" means KARNATAKA POWER CORPORATION LIMITED (KPCL) a Govt of Karnataka under taking firm having registered office at No. 82, Race Course Road, Bangalore-560 001, Karnataka State.
- 2.03 The **"Agency/Contractor"** means the Agency to whom this work is awarded on successful Bidding.
- 2.04 "ENGINEER" means the Executive Engineer Mechanical (EEM-3) / Superintending Engineer (SEM-1) or Chief Engineer (O&M) or Nominated Officers of Karnataka Power Corporation Limited, Bellary Thermal Power Station, Kudithini.
- 2.05 "Notice in Writing" or "Writing Notice" shall mean a notice 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 ordinary course of post it would have been delivered.
- 2.06 "Site premises of Company" means, Bellary Thermal Power Station, Kudithini. Whenever in this contract the words "Directed", "Required", "Ordered", "Desired" "considered" "Necessary", or like words are used, it shall be understood that the directions, requirements, permissions, orders, desiring, etc., of the Chief Engineer (O&M) or other authorised Officers. Words "Approved", "Acceptable", satisfactory to the Chief Engineer (O&M) or his authorised officers approved by or acceptable or satisfactory to the Chief Engineer (O&M) / unless any other meaning is otherwise intended.
- 2.07 Calendar month means English calendar referred for the purpose.
- 2.08 Bidder means any person or the agency who submits the tender.

### 3.0 PRE-QUALIFYING REQUIREMENTS:

- a) The intended bidder should have carried out lapping and machining of valves of pressure rating 300 and above involving IBR welding & NDT either IN-SITU or OFF SITE and shall furnish at least one satisfactory work done certificate from the clients / end users certified by competent authority.
- b) Average annual financial turnover shall be Rs.5.00 Lakhs or more in any two of the previous five financial years i.e. 2012-13 to 2016-17. Certified copy of statement of accounts issued by chartered accountant shall be enclosed as documentary evidence.
- c) The intending bidder shall have executed single work of similar type of 2.5lakh and above during any one of the last five years. ie from 2012-13 to 2016-17. Documentary evidence shall be furnished
- d) The bidder shall have the following Registration with statutory Departments. Agency shall furnish **Xerox copy of Certificates**. On demand Original shall be produced for verification.
  - i. Registration of Establishment/firm/company/individual from Govt. authority, Department of Labour.
  - ii. PF Registration with Regional Provident Fund Commissioner.
  - iii. Service Tax Registration under Sec. 69 of Finance Act, 1994 (32 of 1994).
  - iv. PAN number
  - v. VAT registration from the commercial department.

1.01 The declaration by bidder that none of his contract has been terminated/foreclosed by KPCL or elsewhere on account of his default during the last 10 years shall be furnished.

1.02 Along with document pertaining to PQR, price bid and the annexure I to IV in tender booklet is to be duly filled, signed & uploaded through e-portal.

#### **Technical bid documents**

- Annexure-I : Tender form
- Annexure-II : Declaration
- Annexure-III: Statement of previous year experience
- Annexure-IV: Service tax criteria
- Annexure-V: Declaration/Clarification regarding undertaking for force closure of contracts

### 4.0 EARNEST MONEY DEPOSIT (EMD)

4.01 Intending Tenderers should pay an amount of **RS 12,305/- (Rupees Twelve thousand three hundred and five)** towards Earnest Money Deposit (EMD).

4.02 The EMD shall be in the form of Demand Draft drawn on any of the Nationalized/Scheduled Banks in favor of Deputy General Manager (Finance), KPCL, and payable at Bellary or Syndicate bank Kuduthini. EMD in any other form viz., Cheques /Bank Guarantees etc., shall not be accepted.

4.03 Tenderers may note the fact that their registrations with any other authority do not entitle them for exemption from payment of EMD as specified above.

4.04 On opening, if the tenderer has not furnished the requisite EMD in the form as specified in terms of clauses 4.01 to 4.03 above, the said tender shall be rejected.

4.05 The EMD of the tenderer is liable to be forfeited:

- i. If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security Deposit.
- ii. In case the successful bidder opt for the option which stipulates that the tenderer is agreeable for deduction of 5 % of the contract value plus additional security



towards unbalanced tender amount towards security deposit from his first running bill, then if he withdraws his tender or backs out after acceptance.

- iii. If he revises any of the terms quoted during the validity period.
  - iv. If, any of the documents / information furnished by the bidder is found to be false after submission of the tender.
- 4.06 The EMD of the unsuccessful tenderers shall be refunded after intimation is sent to them conveying the non-acceptance of their offer. The EMD shall not carry any interest. In respect of the successful tenderers the EMD remitted by them shall be carried over as a part of performance guarantee /security deposit for the work.

**5.01 ISSUE OF TENDER DOCUMENTS:**

- i) The blank tender documents may be obtained from this office in person by paying tender fee of Rs **115/-** (Rupees One hundred & Fifteen only) in the form of DD obtained in any Nationalized Bank drawn in favour of DGM (Finance), BTPS, KPCL, Kudithini payable at Syndicate Bank, BTPS, Kudithini, or any other Nationalised Bank payable at Bellary along with all PQR documents (Xerox copies).
- ii) The blank tender documents shall be issued to those agencies who fulfils the PQR requirement with the necessary documents (Xerox copies).
- iii) KPCL reserve the right to issue the blank tender documents.

**5.02 SUBMISSION OF TENDER:**

The tenderer / bidder should submit their offers along with the following

- DD towards EMD
- The tender document duly signed on all the pages as a token of acceptance of all the terms and conditions of the tender.
- All the copies of documents pertaining to pre-qualification requirements and any other information.
- The above documents should be enclosed in a sealed cover duly super scribing Name of the work "**In-Situ valve lapping and Bonnet machining**" Tender notification No: **KPCL/EEM3/INSITU/2017-18/08 Dtd:08.04.2017**

The bid may be sent by registered post or delivery through a special messenger, so as to reach the office of the EXECUTIVE ENGINEER (Mech)-3, Bellary Thermal Power Station, Kudithini, Bellary (Dist.), Karnataka state. The tenderers are advised to post well in advance so as to ensure the tenders reach this office in time. KPCL shall not be responsible for the delay in receipt of tender by P&T or other service

**5.03 TENDER SCHEDULE:**

1	Issue of Tender document	10.04.2017 9:30Hrs to 24.04.2017 13:00Hrs
2	Pre-Bid meeting will be held on	22.04.2017 at 12:00 Hrs at SEM-1 Office
3	Last date and time for submission of completed bids in all respects	25.04.2017 within 17:00 Hrs
	Date of bid opening	
4	"Technical Bid"	26.04.2017 at 12:00 Hrs
5	"Price Bid" of only pre-qualified bidders in the technical bid.	Will be intimated later

Tenders shall be opened at the office of the "EXECUTIVE ENGINEER (Mech)-3, Bellary THERMAL POWER STATION, Kudithini, Bellary in the presence of tenderers / authorized representatives who will be present at the time of opening of the tenders.

#### **6.00 TENDER REJECTION:**

**Tender shall be rejected immediately, if the tender is:**

- i. Not in the prescribed form
- ii. Not accompanied by the requisite EMD.
- iii. Not properly signed by the tenderer.
- iv. Offer received by telex or telegram.
- v. Received with EMD in the form of cheque or Bank Guarantee.
- vi. From a tenderer who is directly or indirectly connected with Government Service or with KPCL service.
- vii. Not in conformity with the tender terms and conditions. The conditional tenders will be summarily rejected.
- viii. Offer validity period less than specified in the Tender document.
- ix. Tenderers who do not meet the PQR indicated in the tender.
- x. Tenders received from any black listed firm or contractor and whose past performance is not satisfactory.

#### **7.0 GENERAL TERMS AND CONDITIONS OF TENDER**

- 7.01 Tender is invited from the agencies for "**In-Situ valve lapping and Bonnet machining**". The period of contract shall be for **12 months** from the date of issuing of work order. It shall be the responsibility of the tenderer to furnish all other particulars which are necessary for due consideration of the tenders though not mentioned in the specification.
- 7.02 Completed tenders received after the due date and time shall not be considered.
- 7.03 Tender validity shall be 180 days from the date of submission of bid.
- 7.04 Alternative tender shall not be considered.
- 7.05 Tender document is non-transferable. The tenders received tenderer in whose name the tender document is issued only shall be considered.
- 7.06 Tenderers are advised to peruse all the clauses in the specification and the instructions before quoting.
- 7.07 The tenderer shall clear their doubts, if any, about the meaning of any portion of general conditions of the Tender from The EXECUTIVE ENGINEER (M)-3, Karnataka Power Corporation Ltd., Bellary Thermal power station, Bellary, before submission of the bids. The conditional tenders will be summarily rejected.
- 7.08 The Agency should give clearly in his tender the place of residence and postal address. The delivery at the above name, place or posting in the post box regularly maintained by the Post Office or sending by letter registered for acknowledgement or other communications shall be deemed sufficient proof thereof.
- 7.09 Tenders should be submitted in the prescribed form only in sealed cover & should be addressed to the Executive Engineer (Mech)-3, the name of the work being distinctly super scribed on the cover. If the tender is made by an individual it should be signed with his full name, if it is made by a firm it should be signed by the Co-partnership name by a member of the firm who shall also sign his own name, if it is made by a Company it should be signed by a duly authorized officer with satisfactory evidence of Corporate existence.

- 7.10 The submission of tender by a contractor implies that he has read these notices and conditions of contract and made himself aware of the scope of the work to be done.
- 7.11 Photo-copies of documents shall be accepted only after verification with the originals. The tenderer shall produce the originals for verification.
- 7.12 In order that the tender may receive full consideration, the complete information asked for in the accompanying schedule and elsewhere must be supplied by the tenderers.
- 7.13 It is not binding on the KPCL to accept the lowest or any other tender.
- 7.14 The tender for works shall remain open for acceptance for a period for 180 days from the date of submission of bid. In case, tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, then the Corporation shall without prejudice to any other rights to remedy, be at liberty to forfeit 100 % of the said earnest money absolutely.
- 7.15 The Agency shall visit BTPS site and inspect the equipment/work spot and discuss regarding the scope of work before submitting the tender.
- 7.16 Bids shall be submitted in a sealed envelop after duly filling in all particulars called for.
- 7.17 Each page of the bid document shall be signed and dated in ink by the bidder as a token of having examined the same. Any corrections in the rates entered in Schedule-B of works/quantities shall also be signed and dated by the bidder in ink.
- 7.18 Bid prices must be filled in the bidding schedule under Schedule-B and those received in any other form will not be accepted.
- 7.19 All copies of the completed Schedule-B shall be submitted along with the other documents.
- 7.20 The agency/contractor shall give declaration as per annexure (at the time of submitting bid document) that none of his contracts are terminated / foreclosed in KPCL or elsewhere in past 10 years.
- 7.21 KPCL reserves the right to verify any information/documents furnished by the bidders, should the circumstances so warrants in the overall interest of Corporation. In such cases, if the information or the documents furnished are found to be incorrect or invalid, then the EMD furnished by such bidders will be forfeited.
- 7.22 The right to reject any or all tenders without assigning the reasons is reserved by KPCL.

#### **8.0 DUTIES, RESPONSIBILITIES AND OBLIGATION OF CONTRACTOR:**

- 8.01 The contractor shall obtain insurance coverage for all the workers engaged for the work.
- 8.02 The Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of **"In-Situ valve lapping and Bonnet machining"**, The availability of local labour, availability and rates of materials, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc., which may affect the work or cost thereof, before submission of bid. The CORPORATION as a basis for any claim shall not accept ignorance of site conditions. The submission of bid by the bidder will be construed as evidence that such an examination was made and any later claims/disputes in

regard to rates quoted shall not be entertained or considered by the CORPORATION.

- 8.03 All the work shall be carried out under direction and satisfaction of the Engineer. Not with-standing the fact that clearance or approval has been given by the Engineer; the contractor shall be responsible for the correction of positions, dimensions and the quality of workmanship.
- 8.04 The Contractor shall have at the site accredited and qualified men and supervisors with adequate number of years of experience in execution of similar type of works for satisfactory execution of said work. The staff deployed shall possess adequate knowledge of fire fighting, first aid & safety measures.
- 8.05 In the event of occurrence of any accidents at/near the site of work or in connection with execution of the work, a report shall be submitted by the contractor immediately to the engineer giving full details of the accident. He shall also report such accidents to all competent authorities wherever such reports are required by them. Safety aspects are to be followed as per the industrial safety norms.
- 8.06 Instruction may be issued from time to time during progress of the work, for removal and re-execution of any work which is not, in the opinion of the Engineer, in accordance with the specification.
- 8.07 The Contractor shall arrange all the necessary consumables, general tools and tackles required to carryout the work at his own cost.
- 8.08 The Contractor shall furnish list of **Supervisors, Skilled workers and Helpers etc.**, who will be given permits to work at site. Other personnel who are brought by the bidder will not be permitted except by special permit, which will be given on specific request.
- 8.09 The Personnel deployed by the Agency shall be the employees of the contractors only. The corporation at no time directly or indirectly employees the agency for any service of deal with any personnel in any capacity during the tenure of the contract.
- 8.10 Personnel should not become the members of the Trade Union of the Employees of the Corporation. The Corporation shall not be responsible for any of the unauthorized acts and or liable for any damage/injury sustained by agency in the course of their work duty in and around the office and plant premises.
- 8.11 During the duty hours, the Contractor shall keep all persons under their control and within the boundaries of the BTPS plant premises and he shall be held responsible for the acts on all the works until their completion with all risks arising from carelessness, negligence or operative damage or loss by thefts, etc.
- 8.12 The antecedents of the staff engaged by the Contractor for deployment in any Project Complexes should be verified through local police or by any other Government Agencies and only suitable persons with clean record should be deployed. The Contractor shall be responsible for the good conduct of his staff while on duty as well as off duty in Corporation premises and the staff shall present themselves as responsible persons at all times. The staff also should not be found developing familiarity with the employees of various Departments in the Project premises.
- 8.13 The contractor shall submit the details of personnel employed and any other details necessary for carrying out the work satisfactorily. In addition, the Contractor shall furnish the details of men posted daily for the different works entrusted to him and actually engage such person and complete the work satisfactorily. The Contractor shall also maintain proper records and present to the concerned officers whenever called for.
- 8.14 The Corporation shall not be held responsible or called upon to make good any

losses/costs incurred by Contractor, on account of factors beyond their control such as rain, earthquake, lightening, other natural phenomena, legal implications, etc., or for any reason whatsoever.

8.15 The Agency shall take up the work immediately after the issue of work order and receiving of spares at BTPS site.

8.16 **ACCESS TO SITE & WORK ON SITE:**

The contractor shall provide the following facilities for their working personnel at their cost.

- Arrangement for accommodation (near Kudithini/BTPS Plant) for their Service personal.
- Own arrangements for conveyance for their service personal to work spot.
- Arrangements for providing food, drinking water etc., to their Service personal.

**9.0 RIGHTS OF KPCL:**

9.01 To reserve its right to seek for any additional details/ documents required at any point of time during and after the process of bidding. If the agency fails to furnish such details their offer is liable for rejection.

9.02 To reserve its right to modify, change, cancel any or all the tenders with out giving any reason thereof.

9.03 Final acceptance rests with KPCL. KPCL reserves the right to accept or reject any or all tender without assigning any reason thereof.

9.04 The Schedule of works is liable to alteration by way of deletions or additions at the discretion of the company.

9.05 The Chief Engineer (O&M) or by his authorized Officers of the Company shall have the power, from time to time, in the execution of the work, to issue notice in writing and to instruct/direct the Contractor to make alterations / variations in the work.

9.06 If the contractor fails to carryout the assigned works satisfactorily during the currency of the Contract, the company shall have the power to enter upon and take possession of the works and to engage any other person, firm or agency to complete the work. **Twice the cost incurred by the company due to such failure shall be recovered from the contractor.**

9.07 To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode of procedure and carrying out the work, the decision of Chief Engineer (O&M) shall be final and binding on the Contractor.

9.08 **SUBLETTING:** Subletting of the contract is not permitted and contractor shall not sublet the contract. If the Contractor found to have sublet the contract the above contract will be terminated at the risk and cost of the contractors concerned.

9.09 The Company reserves the right to extend or short close the contract depending upon the satisfactory execution of the work or otherwise by the Contractor, as the case may be, and the Contractor shall carry out works on the same terms and conditions of the contract during the extended period in the event of any extension given.

9.10 KPCL reserves right to award work to more than one agency if it is advantage to KPCL.

9.11 The contractor shall be liable to pay damages caused to the property of KPCL, on account of negligence or defective working on the part of the Contractor and his

employees. Such amount of damages shall be recovered from the R.A. bills of the contractor.

- 9.12 The agency shall arrange for security and safety of their personnel, Machineries and equipments, tools and tackles, consumables etc., provided for carrying out services.
- 9.13 The quantities shown in **Schedule -B** are tentative and liable for change. The payment shall be made only to the items that are operated.
- 9.14 The special tools and spares machineries equipment required to satisfactorily complete the work entrusted will be provided by the corporation and the agency shall return all the special tools, machineries, equipment and scrap/unused spares to corporation in good condition after the completion of work. The cost of any damages to special tools, equipment etc., will be recovered from the contractor.

## **10.00 CONTRACT TERMS**

### **10.01 PERIOD OF CONTRACT:**

The period of contract shall be for **12 months** from the date of issuing of work order. The agency shall complete the works in the stipulated time as decided by the KPCL so as to complete the OH works as scheduled. The work is to be carried out during July-2016 depending upon the unit shut down for OH works. Scheduled date of unit OH works will be intimated. The contractor shall carry out all the works round the clock on all days including Sundays, general holidays during the period of contract. During emergency, the contractor shall attend the work immediately on intimation and work round the clock.

### **10.02 TERMINATION OF CONTRACT:**

- i. If successful tenderer fails to carry out the "**In-Situ valve lapping and Bonnet machining**" to the satisfaction of the corporation, the corporation reserves the right to terminate the contract without notice and recover damages besides forfeiting security deposit in full and also from the other amounts, bills etc. payable to the contractor. The decision of corporation is final.
- ii. If the contractor neglects to execute the work with due diligence and expedition or does not comply with the instruction given, the Corporation reserves the right to terminate the contract by giving a months notice.
- iii. If the services of the Agency in KPCL found not satisfactory and if any of the conditions of the contract agreement is violated, the Chief Engineer (O&M) reserves the right to terminate the contract prematurely without any compensation on any kind of loss.
- iv. If, any of the documents / information furnished by the contractor is found to be false after award of the contract the EMD and SD will be forfeited and the contract will be terminated.

### **10.03 PRICES:**

The agency shall quote their prices for carrying out the work (as per the scope of work), duties and responsibility, facilities to be provided as detailed in the tender document.

The rates quoted under price schedule shall be

- a. Inclusive of all applicable Taxes and duties including service tax. Any variation in taxes and duties after the submission of the bid due to subsequent notification by GOI & GOK will be applicable
- b. Discount if any.

- c. Cost of transportation of materials, cost of tools, tackles & consumables (except welding electrodes, Argon, DA & Oxygen gas) required for the completion of works as per the scope of work.
- d. The agency shall claim the service tax by producing the documentary evidence of service tax paid along with the bill.
- e. The quoted price shall be firm and holds for the entire period of the contract and extension thereon. The validity period of offer shall be 180 days from the date of submission of bid.
- f. Prices quoted shall be deemed to include everything necessary to complete the work satisfactorily as determined by the Engineer.

#### **10.04 PRICE BID EVALUATIONS:**

Sum of total amount quoted by the bidders in price Schedule shall be considered for the purpose of evaluation of bid and for determining L1 tender.

The agency shall mention their rates neatly typed/written in ink both in figure and words. Overwriting if any should be endorsed with signature. Any discount should be indicated clearly in the respective price schedule only. In case of difference between the price quoted in words and figures, the lower of the two shall be considered.

#### **10.05 PRICE VARIATION:**

No price variation clause is admissible. The agreed rate of the contract is holds good for entire period of contract. And in the event of extension the agency shall provide the services at the same rates and terms and conditions.

#### **10.06 EXECUTION OF AGREEMENT:**

The contractor shall execute an agreement with KPCL on a stamp paper of Rs.200/- in the prescribed form within 10 (ten) days from the date of issue of the work order. The cost of the stamp paper shall be borne by the Contractor. Payment to the contractor will be released only after the execution of the contract agreement. The contract shall not be deemed to be complete until the agreement has first been duly signed and stamped in each sheet by the contractor and then by the officer authorized to enter into the contract on the behalf of the corporation. Until such a agreement is executed the condition of the contract as per the specification and bid together with acceptance thereof with such modification as have been mutually agreed upon in writing shall govern the rights and obligation of the contractor and the corporation.

#### **10.07 CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT:**

The successful bidder has to furnish DD/FDR/Bank Guarantee towards performance guarantee / Security Deposit equivalent to 5% of the contract value plus additional security towards unbalanced tender amount at the time of entering into contract agreement. The same shall be valid for the entire contract period OR alternatively, Security Deposit will be deducted from the payment due to the contractor against his first running bill by adjusting EMD submitted by the bidder

The Security deposit shall be refunded only on completion of the contract to the satisfaction of the KPCL. If KPCL incur any loss or damage on account of non-fulfillment of obligations under this contract, then such losses / damages incurred by KPCL shall be deducted from the security deposit and EMD (converted as Security Deposit). The amount so deducted / adjusted shall not be refunded to the tenderer.

If the whole or a part of the EMD / security deposit is adjusted / attached by the KPCL for any default of tenderer in the due fulfillment of the contract during the contract period, then tenderer shall immediately arrange to replenish the amount

of security deposit so attached / adjusted for the continued operation of the contract, failing which the contract is liable for termination by KPCL, the responsibility for which shall wholly rest with the tenderer.

In the event of any upward revision in the value of the contract arising on account of increase in the schedule of works, the KPCL reserves the right to call for additional security deposit amount and tenderer shall, on receiving intimation from the KPCL, increase the security deposit suitably as may be directed by the KPCL within 30 days.

#### **10.08 BILLING & PAYMENT:**

- No advance payment is entertained.
- The contractor shall submit bills on prorated basis every month.
- 100% Payment shall be made on submission of bill in complete manner along with the documents to Executive Engineer (Mech)-3, BTPS once in a month.
- The payment will be made duly after deducting amount towards any statutory deductions.
- If option for proportionate 5 % deduction towards SD from his first running bill is exercised, payment will be made by KPCL after deducting 5 % of the bills towards SD.
- On receipt of bills with all documents, certified bills will be forwarded to DGM (F) BT for releasing the payments. The payment may be released within 15 days from the date of submission of bill by the Contractor.

#### **10.09 PAYING AUTHORITY:**

All the payment related to this contract shall be made by the Deputy General Manager (Finance) at BTPS Kudithini Bellary. The bills shall be raised in the name of Executive Engineer (Mech)-3, BTPS, KPCL, Kudithini-583152, Bellary (Dist). The bill shall be submitted to the site engineer.

#### **10.10 DEDUCTION OF INCOME TAX, AND OTHER APPLICABLE TAXES AND DUTIES & ETC.:**

Tenderer shall provide PAN/GIR Number to KPCL. Income-tax and other applicable taxes if any shall be deducted at source at the prescribed rates from the bills of Tenderer as per the statutory levies / taxes in force at the time of payment of the bills. Necessary certificates of tax deducted at source (TDS) shall be issued by KPCL to the agency.

**10.11** All compensations or other sums of money payable by the Contractor, under the terms of this contract may be deducted from his security deposit or from any sums that may be due, or may become due to the Contractor by the Corporation on any account whatsoever and in the event of security deposit being reduced by reason of any such deduction, the Contractor shall, within 10 days thereafter make good the shortfall in the security deposit referred to above.

#### **10.12 PENALTY:**

Any delay in completion as per the scope of work beyond the period of contract will attract a penalty of **0.5% of the contract value per day delay** on prorated basis. However penalty will be limited to 10% of contract value.

Non-compliance of regulations specified in the tender will attract the penalty equal to 10% of the bill amount.

Any amount or amounts which becomes due and payable to KPCL from the contractor shall be deducted from any amount or amounts becoming due and payable to the contractor under this or any other contract with KPCL.



### **10.13 CLEARANCES:**

It is the responsibility of the Tenderer to get all the clearances from the concerned authorities required for the executing the work as per the terms and conditions of this tender.

### **10.14 FORCE MAJEURE:**

If at any time during the continuance of this work, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotage fires, floods explosions, epidemics, quarantine restrictions or other acts of God actions by government or any agency thereof, strike and lockouts (hereinafter referred to as eventualities) then, provided notices of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance & construction work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist. Should one or both [arties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least 90days, both the parties should consult each other regarding the further implementation of the contract, Provided always that if no mutually agreed arrangement is arrived at with in a period of 30days from the expiry of 90days referred to above, the contract shall be deemed to have expired at the end of the said 90days referred above. The above mentioned expiry of contract will imply that both the parties have the obligations to reach an agreement regarding the winding up and financial settlement of the contract. In case of force majeure events of duration less than 90days, suitable extension of the contract period will be considered without any compensation.

### **10.15 STATUTORY RULES AND REGULATIONS:**

The Tenderer shall register under the Contract Labour Act or any other Labour Acts as may be applicable from time to time. The Tenderer shall follow all the provisions of Labour laws and other laws including the Payment of Wages Act, Minimum Wages Act, Workman Compensation Act and other Local Laws and rules framed there under from time to time. Any amount payable to the employees of the Tenderer under any of the law by the Tenderer, if demanded from the Corporation being a Principal Employer, same shall be recovered from the R.A bills of the tenderer. The tenderer shall maintain all registers and records as required under the various laws and regulations made there under from time to time. The Tenderer shall make arrangements for the engagement of labours according to the provisions of Indian Labour Laws and the local acts and for the payment thereof. The Tenderer shall pay rates of wages and observe conditions as defined in the Indian Labour Laws. On receipt of the order, the Tenderer shall furnish the certificate to Bellary Thermal Power Station of his having registered with the competent authority under the Contract Labour Acts and other Acts.

The tenderer and his employee shall observe all the statutory rules and regulations of the Power Station and the provisions of the other labour laws and regulations made there under which are applicable to the Power Stations.

In the event of any accident/Injury/fatal to the tenderers employee during the course of his employment in pursuance of the present contract, the Tenderer shall be responsible to pay the compensation or any sum payable to such employee under the provisions of Law or Regulations made there under including the provisions of Workmen Compensation Act. The contractor shall arrange for medical treatment the injured employee. Contractor shall take the responsibility of dealing with statutory /legal authorities in case of such events.

The Contractor shall comply with all relevant acts, rules by-laws, regulations and all other statutory requirements of local or other authorities, having jurisdiction over the areas and shall be responsible for the payment of all fees and other charges and giving and receiving of all necessary notices and keep the Chief Engineer (O&M) informed of the said compliance with such acts, rules, by-laws, regulations, statutory requirements, payments made, notice issued and received.

#### **10.16 SECURITY AND REGULATIONS:**

The Bellary Thermal Power Station and surrounding area being a prohibited area, the tenderer shall obtain entry pass for himself and other employees employed by him in the Bellary Thermal Power Station from the concerned competent authority of KPCL for the entry in to the BTPS. The tenderer and his employees shall abide and follow the rules of security and instructions of the security officer at BTPS.

#### **10.17 DISCIPLINE:**

The Tenderer shall ensure that he and his employees maintain proper discipline and decorum at BTPS while dealing and executing the contract so that there should not be any hindrance for the smooth running of the Power station etc. If any of the employees of the contractor is found unsuitable by the Engineer-in-Charge at BTPS, then on demand by KPCL, such employee shall be removed.

#### **10.18 INSTITUTION OF SUITS:**

No suit or any proceedings arising in any respect under this contract shall be subject to Jurisdiction in law courts at Bellary, Karnataka only. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within the jurisdiction of any such courts. Arbitration in this contract is not acceptable.

#### **10.19 COMMERCIAL AND TECHNICAL DEVIATIONS:**

No commercial and technical deviation will be accepted and that conditional tenderers will be summarily rejected. Hence, the tenderers are requested to get all the doubts clarified before submitting the tender.

#### **11.0 INSURANCE**

The Agency contractor shall obtain workmen compensation insurance, the insurance shall protect the contractor against all claims applicable under workmen compensation act 1948 (GOI) this policy shall also cover the contractor against claims for injuries, disabilities, diseases, or death of his employee, which for any reason are not covered under workmen compensation act 1948. The liabilities shall not be less than

- i. Workmen compensation as per statutory provisions
- ii. Employees liability as per statutory provision

#### **12.0 GENERAL**

The Bid document is intended as a general description of quality envisaged for material, workmanship and of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the best modern practice and shall be to the complete satisfaction of the CORPORATION. Special techniques approved by the Engineer shall be used if and where found necessary.

#### **13.0 OTHER TERMS AND CONDITIONS:**

- i. The contractor shall employ only employees above the age of 14 years for the work. The contractor shall not engage any workmen without the knowledge of the Engineer in charge.

- ii. The contractor shall be responsible for fulfilling the requirement of all the statutory provisions of Minimum wages Act-1948, payment of wages Act-1936, payment of Gratuity Act-972, Industrial dispute Act-1947, Contract Labour (Regulation and Abolition) Act-1970. Employees Provident Fund Act 1952 and all the other Labour and Industrial enactments at his own cost and risk in respect of all the staff employed by him. The contractor shall maintain the records/documents required to be maintained under these statutory enactment's and authorized representative of KPCL shall be entitled to inspect these records at any time. In general, the contractor shall be responsible for strict compliance of all statutory provisions of the relevant labor Laws applicable from time to time and particularly of the Karnataka State for carrying out the above job. If due to any reason whatsoever, KPCL is made liable to pay any liabilities payable by the contractor under any of the said laws and enactment's etc., for any reason whatsoever, the KPCL shall recover the same from any dues payable by KPCL to the contractor and / or from the security deposit of the contractor and from the running bills/pending bills.
- iii. The contractor shall be responsible for his employees observing all the security and safety regulations, highest order of discipline, decorum and instructions as may be issued by KPCL from time to time.
- iv. The above premises are the property of the KPCL and the contractor is only permitted to enter into this property for carrying out contractual obligation only. Whenever the contract is terminated or the contract comes to an end or KPCL decides that the contractor should not be allowed to run the same, in that event, KPCL will be entitled to restrain the contractor from entering KPCL premises.
- v. In case, KPCL suffers any loss etc., of whatever nature on account of the contractor or the employees of the contractor not following the security/safety regulations/instructions, the contractor shall be liable to bear all such losses as may be determined by KPCL at its sole discretion and KPCL shall have the right to recover all such losses from the contractor.
- vi. If the contractor fails to complete the work or any portion thereof as agreed upon or neglect to comply with any directions given to him, the authorized representative of KPCL shall be competent to terminate the contract without any notice and the contractor shall also be liable to pay for any expenses, loss or damage which, KPCL may incur or sustain by reasons, due to contractors default.
- vii. The Executive Engineer (M)-3 / SE (M)-1 / CE (O&M) will be officers in charge for the above contract.
- viii. This contract shall not grant any claims to the labour engaged by the contractor for any appointment in KPCL either during the currency of the contract or any time at a future date.
- ix. The Company will not be responsible for any of the unauthorized acts and or liable for any damage/injury sustained by agency or any other person in the course of their work/ duty in and around the office and plant premises or outside the plant.
- x. The contractor personnel's shall remain within the plant area, when they are on duty and shall leave the premises once their duty is completed.
- xi. If any work has to be done on running equipments the contractors authorised supervisor should ensure that only under proper work permit should such works be carried out. It may clearly be noted that in no case will the corporation be the responsible for any accidents that may occur and for any compensation to be paid arising out of accident.
- xii. The contractor shall provide all safety equipments such as earplug, safety shoe, helmets, safety belts, hand gloves and uniform depending upon the area of work and shall comply with all the safety measures prescribed in the labour legislation and also by the management from time to time.

#### **14.0 ARBITRATION CLAUSE**

“Any dispute or difference or claim arising out of, or in connection with or relating to the present contract or the breach: termination or invalidity thereof shall be referred and settled under the Arbitration centre- Karnataka(Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules”.

**Signature of Tenderer with seal**

**Executive Engineer (M)-3**

# **TECHNICAL SPECIFICATION (SCOPE OF WORK)**

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**KARNATAKA POWER CORPORATION LIMITED  
BELLARY THERMAL POWER STATION**

**NAME OF WORK: "IN-SITU VALVE LAPPING AND BONNET MACHINING".**

**TECHNICAL SCOPE OF WORK**

**1. In situ lapping of 250NB/C300/Gate valve (CEP Discharge Line Isolation Valve)**

1. Collecting tools & tackles from tool room and ensures all safety measures.
2. Arrangement of lapping machines, temporary scaffoldings for lapping of valve seat.
3. Arrangement of power supply for lapping machines.
4. Jigs & Fixtures arrangements for lapping of the valve seat.
5. Inspection of valve seat wedge before lapping.
6. Welding and grinding of valve seat if required.
7. Fixing of the lapping machine to suit the site condition.
8. Start the lapping machine without damaging in the valve body.
9. Stop the lapping machine after 5min and remove the fixtures and observe the seat finish and repeat the lapping process further to get the full contact.
10. Welding & grinding of wedge if required.
11. Lapping of wedge to get good finish & level.
12. Cleaning of valve seat area for blue matching.
13. 100% blue matching of valve seat & wedge.

**2. Bonnet machining of 150NB/C2500/SCNRV (BFP-C SH Spray SCNRV)**

1. Collecting tools & tackles from tool room and ensures all safety measures.
2. Arrangement of lapping machines, temporary scaffoldings for lapping of valve seat.
3. Arrangement of power supply for lapping machines.
4. Jigs & Fixtures arrangements for bonnet machining.
5. Inspection of valve bonnet before machining.
6. Welding and grinding of valve seat if required.
7. Fixing of the lapping machine to suit the site condition.
8. Start the lapping machine without damaging in the valve body.
9. Stop the lapping machine after 5min and remove the fixtures and observe the seat finish and repeat the lapping process further to get the full contact.
10. Welding & grinding if required.
11. Machining of bonnet to get good finish & level.
12. Cleaning of valve seat & bonnet area for blue matching.
13. 100% blue matching after machining.

### **3. In situ lapping of 80NB/C1500/Gate valve (TDBFP-B RH Spray isolation valve)**

1. Collecting tools & tackles from tool room and ensures all safety measures.
2. Arrangement of lapping machines, temporary scaffoldings for lapping of valve seat.
3. Arrangement of power supply for lapping machines.
4. Jigs & Fixtures arrangements for lapping of the valve seat.
5. Inspection of valve seat wedge before lapping.
6. Welding and grinding of valve seat if required.
7. Fixing of the lapping machine to suit the site condition.
8. Start the lapping machine without damaging in the valve body.
9. Stop the lapping machine after 5min and remove the fixtures and observe the seat finish and repeat the lapping process further to get the full contact.
10. Welding & grinding of wedge if required.
11. Lapping of wedge to get good finish & level.
12. Cleaning of valve seat area for blue matching.
13. 100% blue matching of valve seat & wedge.

**Signature of Tenderer with seal**

**Executive Engineer (M)-3**

**KARNATAKA POWER CORPORATION LIMITED  
(A Government of Karnataka Enterprise)  
BELLARY THERMAL POWER STATION  
KUDATHINI -583 152**



**TENDER NOTIFICATION NO: KPCL/EEM3/INSITU/2017-18/08**

**Date: 08.04.2017**

**PRICE BID**

**NAME OF THE WORK**

**"IN-SITU VALVE LAPPING AND BONNET MACHINING AT BTPS"**

**2016-17**

**Office of the  
Executive Engineer (Mechanical)-3  
Bellary Thermal Power Station  
Karnataka Power Corporation Limited  
Kudithini - 583 152  
Bellary (Dist)  
Tel : 94482 90592**





**KARNATAKA POWER CORPORATION LIMITED  
BELLARY THERMAL POWER STATION**

**NAME OF WORK: "In-Situ valve lapping and Bonnet machining at BTPS".  
PRICE SCHEDULE-B**

SL NO	DESCRIPTION OF WORK	UNIT	QTY	RATE PER UNIT IN RUPEES (inclusive of service tax)	
				FIG	WORDS
1	In situ lapping of 250NB/C300 /Gate valve (CEP Discharge Line Isolation Valve)	No	2		
2	Bonnet machining of 150NB/C2500/SCNRV (BFP-C SH Spray SCNRV)	No	1		
3	In situ lapping of 80NB/C1500 /Gate valve (TDBFP-B RH Spray isolation valve)	No	1		
<b>Applicable Service tax, cess in percentage</b>				<b>In ----- %</b>	

**Note:**

1. The price quoted shall be as per the tender price clause 10.03
2. Any variation in service tax after the submission of the bid due to subsequent notification by GOI will be applicable
3. The price quoted shall be **inclusive of service tax**. And the Bidder must specify the Percentage of service tax and cess wherever applicable separately in the price bid.
4. All applicable statutory levies, taxes, IT shall be deducted at source at the prescribed rates i.e. in force at the time of payment of bills.
5. The agency shall claim the service tax by producing the documentary evidence of service tax paid along with the bill.

**Signature of the bidder with seal**

**Executive Engineer (M)-3**



**KARNATAKA POWER CORPORATION LIMITED**  
(A GOVERNMENT OF KARNATAKA ENTERPRISE)  
**BELLARY THERMAL POWER STATION**

**TENDER FORM**

**TENDER NIT No: KPCL/EEM3/INSITU/2017-18/08 DT: 08.04.2017**

**Name of Work: In-Situ valve lapping and Bonnet machining**

To  
The Executive Engineer (M)-3  
Bellary Thermal Power Station  
Karnataka Power Corporation Ltd  
Kudathini-583152  
Dist. Bellary (Karnataka State)

Dear Sir,

Having examined the above notification, together with the accompanying general conditions therein referred to, we hereby offer to provide and carry out the work described in the said tender notification according to the general conditions at the rates entered in the attached contract schedule of prices.

1. We hereby undertake the work specified in the schedule with the time specified in the tender notification.
2. We hereby guarantee the satisfactory fulfillment of the above-mentioned work.
3. We agree to pay the EMD as per tender conditions & also agree to furnish security deposit equivalent to **5%** of work order value in Indian rupees towards performance guarantee.
4. We agree with all clauses mentioned in the tender notification and with the general conditions of contract prescribed by the corporation.

Yours faithfully,

Signature of the bidder  
Name  
Date



**KARNATAKA POWER CORPORATION LIMITED  
(A GOVERNMENT OF KARNATAKA ENTERPRISE)  
BELLARY THERMAL POWER STATION**

**TENDER NIT No: KPCL/EEM3/INSITU/2017-18/08 DT: 08.04.2017**

**Name of Work: In-Situ valve lapping and Bonnet machining**

**DECLARATION**

I/We have studied the site conditions, labour conditions, read the tender documents and related matters carefully and diligently and that I/we have submitted the tender, having studied, understood and accepted the full implication of entering into the contract.

The requirements of the tender agreement as stated above will be fulfilled by me/us to the satisfaction of the concerned Engineer/s of Karnataka Power Corporation Ltd.

**SIGNATURE OF THE TENDERER**



**Annexure-III**

**TENDER NIT No:** KPCL/EEM3/INSITU/2017-18/08    **DT:** 08.04.2017

**Name of Work:** **In-Situ valve lapping and Bonnet machining**

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SL NO	Name of the firm for whom supply/work was done	Description of Material Supply/work	Month & Year
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**STATEMENT OF PREVIOUS EXPERIENCE**

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Name of firm:

Signature of Bidder:

Date:

Seal of the Company:

Evidence or certificate of Performance:



TENDER NIT No: KPCL/EEM3/INSITU/2017-18/08 DT: 08.04.2017

Name of Work: **In-Situ valve lapping and Bonnet machining**

To.  
**Karnataka Power Corporation Limited**  
**Bellary Thermal Power Station**  
**BELLARY - 583152**

Sir,

**Sub: Declaration of method of Payment of Service Tax - reg.**

1.0 We are constituted as:

- a. Proprietary concern
- b. Hindu Undivided family
- c. Partnership firm
- d. Private/Public Limited Company.
- e. Co-operative Society / Society.

2.0 The prices quoted are inclusive of service tax payable by us. The obligation to pay the said tax lies with us.

OR

The services provided or to be provided by us are not liable to service tax. (Give reasons for non-taxability. Separate sheet may be added.)

3.0 We are not liable to pay service tax as the total value of taxable service for the year **2016-17** is not expected to exceed Rs.10 lakhs.

OR

We are registered as a Service tax Assesses. Our Service Tax registration number is \_\_\_\_\_

4.0 We are paying service tax under one of the following schemes:

- a. Paying service tax on the gross amount of the contract after deducting the actual value of goods transferred in execution of work contract and the VAT/CST payable thereon.
- b. Paying Service tax on 40% of the total value charged on execution of "original works"
- c. For maintenance, repair, restoration, recondition etc., of goods we are paying service tax on 70% of the total value charged for the works contract.
- d. For maintenance and repair not covered by 4(c) above and finishing services such as glazing, plastering, floor and wall tiling, installation of electrical fittings of an immovable property, we are paying service tax on 70% of the total value charged for the works contract.

1 Original works means (a) all new constructions (b) all types of additions and alterations to abandoned to damaged structures and land that are required to make them workable.(c) erection, commissioning or installation of plant, machinery or equipment or structures.

5.0 We declare that the foregoing details disclosed by us and options chosen by us are true and correct.

Place : Signature.....

Date :

Name of Signatory :.....

Name of the contractor firm:

.....

**Note :** Mark the provision whichever is applicable to you.



TENDER NIT No: KPCL/EEM3/INSITU/2017-18/08

DT: 08.04.2017

Name of Work: **In-Situ valve lapping and Bonnet machining**

## **DECLARATION**

I hereby declare that, none of my contracts has been terminated / foreclosed by KPCL or elsewhere on account of my default during the last 10 years

*Signature of Bidder (with seal)*