



**KARNATAKA POWER CORPORATION LIMITED**  
**(A Government of Karnataka Enterprise)**

**BRIEF BID NOTIFICATION**  
**(TWO COVER SYSTEM)**  
**(Through e-Procurement Portal Only)**

**TENDER NOTIFICATION NO. KPCL/CEGSW/BIDADI/WE/2252 Dtd. 29.01.2019**

KARNATAKA POWER CORPORATION LIMITED invites Bids in English from the eligible bidders having adequate experience for the work through e-procurement platform of Govt of Karnataka [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) for Design, Build, Operate and Maintain of 5MW Waste to Energy Project at Bidadi, Ramanagara Dist., near Bangalore”.

Name of Work	Earnest Money Deposit (in Rs.)	Time Period for completion of Work	Duration of Contract
Design, Build, Operate and Maintain of 5MW Waste to Energy Project at Bidadi, Ramanagara Dist., near Bangalore.	25,00,000/-	12 Months from LoA	10 Years after COD

Bid Processing fee details available in e-procurement portal website.

**BRIEF SCOPE OF WORK:**

**The Scope of this enquiry covers the following:**

Design, Engineering, Manufacturing, Quality surveillance, Testing at manufacture’s works, Packing, Supply, Delivery F.O.R Bidadi site, Erection, Testing, Commissioning and conducting performance guarantee tests with all civil, structural, mechanical, electrical, control & instrumentation works, insurance towards transit risk/ storage/ intra-site transportation for erection including ten years of Operation and Maintenance of 5MW Waste to Energy Project.

Note: Scope of work given is only indicative. Detailed scope have been described in the bid document which is binding on the bidders. Any other item not covered herein but essential for successful installation and commissioning of the system and integration of the system for successful running of the plant to achieve the targeted generation shall be included and binding by the bidder.

**1.0 INSTRUCTIONS REGARDING E-PROCUREMENT:**

- The bid is to be submitted in the GoK e-procurement platform [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) system only.

- b. Bidders, who have not registered in e-procurement portal, may do so by registering through website [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in)
- c. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities as detailed in the website.
- d. Aspiring bidders who have not obtained the User ID and Password for participating in e-tendering may obtain the same by registering in the website. The bidder once registered can participate in any of the departmental tenders.
- e. The bidders can access and download bid documents on the website, fill them and submit the completed bid documents into electronic tender on the website itself within the stipulated date. The blank bid documents can be accessed through e-procurement portal website [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in)
- f. Bidders shall attach scanned copies of all the certificates pertaining to the pre-qualification requirement as mentioned under “Minimum Qualification Requirements” clause. Whenever required, bidders shall furnish the original certificates to the KPCL authorities, failing which, the bidder will be disqualified.
- g. Conditional bids, incomplete bids, bids without EMD, bids not properly uploaded and bids submitted late shall be rejected.
- h. Bidders shall refrain from altering/modifying/revising the price bids after the date and time fixed for submission of bids in the calendar of events even though if it is accepted by the portal. Bids submitted within the scheduled date and time shall only be eligible for further processing of the bids. Any bid submitted after the date and time specified shall be rejected even if it is accepted by the e-portal. Date and time stamp of the e-portal system shall be final in deciding the time and date of submission of bid. Decision of the Corporation in this regard is final.
- i. KPCL shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, KPCL shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to the tender. The bidder is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of the tenders. The corporation shall not be responsible for non-accessibility of e-procurement portal due to Internet connectivity issues and technical glitches.

## **2.0 MINIMUM PRE-QUALIFYING REQUIREMENTS:**

The following basic qualifying requirements must be met by any firm to qualify for consideration of their proposal for technical evaluation. All submittals must be in the “English” language. Firm(s) failing to submit sufficient evidence to prove their

credentials shall be rejected outright and their proposal shall not be considered for further evaluation.

- i. The bidder must have the experience (documentary proof from end user client, completion certificate) of having undertaken PPP/ EPC Project in MSW for Govt/ Municipalities or other similar authorities.
- ii. The bidder must have implemented and operated at least one Project of waste to energy of minimum 1MW with segregated municipal solid waste, anywhere in the world, and same shall be up and running at the time of bid submission.
- iii. Annual turnover of the bidder shall not be less than INR 20 Crores during each of the preceding three financial years. A copy of statement of accounts certified by Chartered Accountant in support of the stipulation of financial turnover criteria shall be furnished.

The intending bidder shall fulfill all the qualifying requirements as indicated in 2(i) to (iii) above.

**3.0 Following documentary evidence for the minimum qualifying requirements shall be uploaded:**

3.1 The intending bidder in support of minimum pre qualifying requirements shall furnish satisfactory performance certificates duly signed by the competent authority in respect of paras Sl.Nos.2(i) & 2(ii) above.

3.2 Undertaking in the form of a notarized affidavit declaring on the following during the past three years:

(a) Their EMD has not been forfeited.

(b) None of their contracts have been terminated/ foreclosed on account of their default in KPCL or elsewhere.

(c) They have not been blacklisted/ subject to procedure initiated for blacklisting for participation in tender issued by KPCL or government or any other utility in India or elsewhere and would not attract terms and conditions relating to rejection of bids.

**3.3 For financial qualifying requirement, Copies of audited P&L Account, annual report and audited balance sheet duly certified by the Chartered Accountant to establish annual turnover requirement stipulated above shall be submitted along with PF registration and Name, address along with the state name and GSTIN or UIN.**

3.4 Scanned copy of the BG towards EMD.

3.5 The qualifying requirement as claimed by the Bidder(s) should be filled up in the format enclosed in Tender Document. Non-submission of this format will make the bid liable for rejection.

4.0 Consequent to implementation of GST, the following shall be furnished by the bidder:

4.1 Name, address along with the state name and GSTIN of the supplier.

4.2 Name, address along with the State Name and GSTIN or UIN.

- 4.3 Name and address of the recipient and the address of delivery along with the name of State and its code, if such recipient is unregistered and where the value of taxable supply is fifty thousand rupees or more.
- 4.4 Description of goods along with HSN code and services along with the SAC code.
- 4.5 Applicable GST i.e. CGST and SGST in case of local supply and IGST in case of inter-state supply. Applicable rate of GST also to be mentioned.

5.0 **DISQUALIFICATION OF BIDDERS**

Bidders whose contracts have been terminated/ foreclosed by KPCL/ Government or other utility in India/elsewhere or whose performance has not been satisfactory while executing the contracts for KPCL/ Government or other utility in India/ elsewhere within the last Three (3) years are liable for disqualification. Bidder shall furnish the notarized undertaking as indicated in Tender Document.

- 5.1 Notwithstanding anything stated above, KPCL reserves the right to assess the capability and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of the KPCL. If such an assessment calls for rejection of any or all bids, KPCL reserves the right to reject any or all bids.
- 5.2 Any agency whose performance in the ongoing projects of KPCL is observed to be not satisfactory, such agency shall be liable for rejection.
- 5.3 Bids with stipulations for settlement of dispute by reference to arbitration shall be liable for rejection. The bids containing conditions whatsoever will be liable for rejection.
- 5.4 Corporation reserves the right to accept or reject any or all bids. However reasons for rejection will be recorded as per KTPP act.
- 5.5 Part and incomplete bids/ Telegraphic bids/ bids not accompanied by EMD/ belated bids will not be accepted.
- 5.6 Bids received from Bidders whose EMD has been Forfeited or contracts have been terminated or foreclosed on account of their Default in KPCL or elsewhere during the past 3 (Three) years will not be considered. The bidder shall give declaration that EMD has not been forfeited and none of his contracts have been terminated / foreclosed on account of their default in KPCL or elsewhere during the past 3 (Three) years.
- 6.0 The intending bidder shall quote in **Indian Rupees only**.
- 7.0 Bids duly filled in, shall be submitted through e-procurement portal only. The bids shall be submitted in two COVER format.
- Cover-I shall contain EMD, Technical bid documents to establish qualifying requirements and will be opened first, documents furnished will be scrutinized to determine the bidders meeting qualifying criteria. Bidder shall not enclose price schedule with Cover-I and shall be submitted in Cover-II only.
  - Cover-II shall contain only Price Bid. The date of opening of Cover-II would be intimated in advance to those bidders who are qualified.

- 8.0 The EMD furnished by the bidders will be forfeited in case the bidder withdraws the offer during the validity or violates any clause stipulated in the bid. The EMD will be returned to the unsuccessful bidders after the contract is awarded and entering into an agreement with the successful bidder.
- 9.0 The intending Bidders shall upload all the documents along with the application.
- 10.0 Tenders (Cover-I and Cover-II) must be electronically submitted (online through internet) within the date and time published in e-procurement portal. Cover-I of Tender will be opened at prescribed time and date in the e-procurement portal and Opening of Cover-II will be intimated later.
- 11.0 The following are the Calendar of bid events for two Cover tender system.

1.	NIT published date	30.01.2019
2.	Document can be accessed on e-procurement portal	06.02.2019
3.	Last date for seeking clarification by the tenderers	28.02.2019 upto 16.00 hrs.
4.	Pre bid meeting	13.03.2019 at 14.00 hrs
5.	KPCL clarifications to tenderers	22.03.2019
6.	Last date of receipt of completed Tender documents (Cover-I & Cover-II)	29.03.2019 at 16.00 hrs.
7.	Cover-I (Part-I) opening	03.04.2019 at 15.00 hrs.
8.	Opening of Cover-II (Part-II)	10.04.2019 at 11:00 hrs.

12.0 **BID VALIDITY:** The validity of the bid shall be **180 days** from the date of opening of the Technical bid (Cover -I) or extended period.

13.0 **EARNEST MONEY DEPOSIT:**

- i. **EMD: Rs 25.0 Lakhs.** The e-payment shall be made for **Rs 1.00 lakh** (direct debit, credit card & National Electronic Fund Transfer (NEFT) or Over The Counter (OTC) only through AXIS/ ICICI Bank and remaining **Rs.24.0 Lakhs** either in the form of crossed demand draft in favour of KARNATAKA POWER CORPORATION LIMITED, payable at Bengaluru or Bank Guarantee from a Nationalized/ Scheduled Bank on Rs. 300/- stamp paper as per the KPCL format. The Bank Guarantee submitted towards

EMD shall be valid for a period of 210 days from the schedule date of opening of the technical bid (Cover-I). In case, the validity of the Bid is required to be extended, the validity of the BG furnished towards EMD shall be extended upto 30 days beyond such extended bid validity period. The Bank guarantee shall be furnished in the prescribed format. Only on receipt of full EMD of **Rs.25.0 Lakhs** along with technical bid, Price bid will be opened and considered for evaluation.

ii. Part and incomplete bid / bids not accompanied with EMD / belated bids will not be accepted.

14.0 The successful bidder has to furnish a Bank Guarantee from a Nationalized/ Scheduled Bank towards Contract Performance equivalent to 10% of the capex value with an appropriate validity period (including Trial run period of Six Months followed by O&M period of Ten years in addition to the completion period of the work envisaged), at the time of entering into contract agreement. The BG shall be furnished in the prescribed format only.

**15.0 Tender Processing Fee**

Payment towards tender processing fee as per e-portal can be made through Credit Card, Direct Debit, National Electric Fund Transfer (NEFT), Over the Counter (OTC). Tender processing fee is non-refundable.

**16.0 General Conditions:**

- i. KPCL Invites tender for appointment of Technology/Service provider for establishing WTE plant (Technology Agnostic)
- ii. Plant capacity: 5MW
- iii. Project implementation period: 12 months including monsoon period from the date of LoA for the entire scope of work as specified.
- iv. Duration of Contract: 10 Years
- v. Earnest Money Deposit(EMD): Rs.25,00,000/-
- vi. Land: Minimum land required for establishment of the project will be spared at KPCL Bidadi site (Weightage to be given for the area).
- vii. Consortium: Allowed, not more than 2 firms.
- viii. The Plant Load Factor (PLF) shall be 80% during 6 months of trial run
- ix. Payment Terms:  
The payment shall be linked to performance/SLAs
  1. Capex payment (70% of the project cost)
    - 25% of the Capex shall be paid upon signing of contract against a Bank Guarantee
    - 25% of the Capex shall be paid upon completion of construction phase

- 25% of the Capex shall be paid upon successful completion of commissioning and Trial Run Phase.
  - Balance 25% of Capex shall be paid over a period of 5 years after declaring COD in yearly equal instalments and the same shall be based on performance.
2. Opex payment (30% of the project cost)
- O&M cost shall be for a period of 10 years, from the date of commencement of commercial operation.
  - Payment towards O&M shall be out of the 30% of the project cost (arrived on the basis of the quoted price received per kWh) payable based on the number of units of power net exported to the grid.
  - Payment towards O&M=  $(0.3 \times \text{Project cost} \times \text{No of units of power net exported}) / \text{Anticipated Units of power over 10 years}$ , payable every month.
- x. Bidding Parameter:
- The bidder shall quote a normalized service charge/kwh of energy produced required for designing, building, operating and maintaining the 5MW WtE plant with PLF of 80%
  - The entire normalized service charge quoted per kWh by the bidder can be used to arrive at the overall project cost.
  - The same shall include both Capex and Opex
  - Of the arrived project cost, 70% shall be treated as Capex cost and 30% shall be treated as Opex cost
- xi. Responsibility of KPCL:
- PPA Will be signed by KPCL.
  - Power evacuation from Plant Take-off point to KPTCL Substation.
  - Water requirement for the project would be taken from BWSSB or as deemed appropriate .
- xii. Responsibility of Service Provider:
- Design, build, operate and maintain the WtE plant which shall convert segregated waste to electricity.
  - Successful trial run for 6 months with PLF of 80%
  - Operate and Maintain the said plant for 10 years, post Trial-run/ COD
  - The service provider has to dispose off residual inert matter at the land fill site maintained by BBMP or as per the land facility maintained by any other authorities to be arranged by KPCL.
  - Disposal of fly ash and other inert material as per MSW Rules 2016.

- All environmental existing norms of GoI and GoK should be adhered.
- Leachate treatment, if required, as per MSW 2016, for which, a facility will have to be established by the Service Provider.
- EIA Clearance: Not required (The plant capacity less than 20MW does not require EIA Clearance).

However, all other statutory clearances required shall be in the scope of service provider. KPCL will assist for obtaining approvals.

- Construction power shall be arranged.
  - Water drawn from BWSSB shall be treated for use in Waste to Energy Plant. Drawing of water from Termination of BWSSB line to the plant and treating is in scope of Service Provider.
  - Obtaining of all Statutory clearance, Labour license, Factories license and Boiler license from respective Departments.
  - While executing the work, accident prevention shall be essential part of the programme of the bidder. All safety precautions are to be taken to prevent any accident leading to damages to KPCL property/ equipment and temporary/ permanent injury to workers.
- 17.0 Bidders may visit the site, before submitting their bid through e-portal to have hands on information about site conditions & scope of work, if they desire so.
- 18.0 Corporation reserves the right to award whole or part of the work should the situation so warrant.
- 19.0 KPCL reserves the right to verify the information / document furnished by the bidder, should the circumstances so warrant in the overall interest of the corporation. In case the information or the documents furnished are found to be incorrect or invalid, then the EMD furnished by such bidders will be forfeited.
- 20.0 The prospective bidder should not coerce any other bidders to derail the healthy and competitive bidding process. Such acts entail the disqualification for participating in the tender process. The prospective bidder shall not resort to anti-competitive practices like price rigging, cartelization, ring formation or adopt unfair practices both civil and criminal aimed at preventing other bidders from quoting for the bid, any act inhibits competition or any act that will be detrimental to the interest of the KARNATAKA POWER CORPORATION LIMITED. If the bidder is found to have resorted to such practices as specified above, he and others who act in concert with him shall be debarred from quoting for this bid and for future bids for a period of three years.
- 21.0 The contractor shall carryout the specified work to the satisfaction of KPCL as per the directions given from time to time. In case of unsatisfactory performance of the contract, the Corporation reserves the right to cancel the contract and Security Deposit will be forfeited.



- 22.0 KPCL GST details: Tax payer Trade / Legal Name: KARNATAKA POWER CORPORATION LIMITED, GST Number: 29AAACK8032D1ZQ.
- 23.0 Corrigendum / Modification, corrections, if any will be published in the website only, for any clarification on e-procurement, request for e-procurement training, bidders can contact help desk Nos. 080-25501216 / 25501227.
- 24.0 Detailed notification containing prequalification requirement can be viewed on KPCL website: [www.karnatakapower.com](http://www.karnatakapower.com). However, agencies are requested to contact the undersigned for further details during office hours.

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**CHIEF ENGINEER (GSW)**  
**KPCL, BANGALORE**