



KUDREMUKH

ಐಎಸ್ಒ 9001, 14001 ಮತ್ತು
ಓಹೆಸ್ಎಸ್ 18001 ಸಂಸ್ಥೆ
ಆರ್‌ಐ‌ಎಸ್‌ಒ 9001, 14001 ಮತ್ತು
ಒಎಚ್‌ಎಸ್‌ಐ 18001 ಕಂಪನಿ
ISO 9001, 14001 &
OHSAS 18001 COMPANY

ಕೆಐಒಸಿಎಲ್ ಅಮಿಟೆಡ್

(ಭಾರತ ಸರ್ಕಾರದ ಉದ್ಯಮ)

ನೋಂದಾಯಿತ ಕಾರ್ಯಾಲಯ :
೨ನೇ ವಿಭಾಗ, ಕೋರಮಂಗಲ
ಬೆಂಗಳೂರು - ೫೬೦ ೦೩೪.

ದೂರವಾಣಿ : ೦೮೦-೨೫೫೩೧೪೬೧ ರಿಂದ ೬೬

ಫ್ಯಾಕ್ಸ್ : ೦೮೦-೨೫೫೩೨೧೫೩-೫೯೪೧

ವೆಬ್ ಸೈಟ್ : www.kioclltd.in

के आई ओ सी एल लिमिटेड

(भारत सरकार का उद्यम)

पंजीकृत कार्यालय :

॥ ब्लॉक, कोरमंगला,
बेंगलूर - 560 034.

कार्यालय : 080-25531461 - 66

फेक्स : 080-25532153-5941

वेबसाइट : www.kioclltd.in

KIOCL LIMITED

(A Government of India Enterprise)

Registered Office :

॥ Block, Koramangala,
Bengaluru - 560 034.

Telephone : 080-25531461 - 66

Fax : 080-25532153-5941

Website : www.kioclltd.in

CIN : L13100KA1976GOI002974

Date : 18/02/2020

No.: TS/KIOCL/BFU/SOLAR/EPC/F-371/C-619/ 398

M/s Enerparc Energy Private Limited,

Unit No. 601, 6th Floor,

Easter Wing,

HM Towers,

No. 58, Brigade Road,

Bengaluru - 560 001

Kind Attn.: Shri Girish Kumar L - GM- Projects

Dear Sir,

Sub: Design, Engineering, Procurement, Supply, Erection, Testing, Installation and Commissioning of a 1 Mvac (1.30 MWp) Solar PV Power Plant with Fixed tilt and undertake comprehensive maintenance for five (5) years at Blast Furnace Unit, KIOCL Limited, Mangaluru -575 010 - Banning the Business with KIOCL Limited in future contracts/ tenders -reg.

References:

- 1) Work Order No. TS/KIOCL/BFU/SOLAR/EPC/F-371/C-619/1738, dated 19/05/2018.
- 2) KIOCL's Letter to M/s Enerparc vide No.: KIOCL/BFU/SOLAR EPC/2019/96, dated 20/02/2019.
- 3) Enerparc's reply letter vide No. EEPL/KIOCL/2019-01, dated 26/02/2019.
- 4) KIOCL's Letter vide No. :KIOCL/BFU/SOLAR EPC/2019/121, dated 01/3/2019.
- 5) Enerparc's reply dated 07/03/2019.

KIOCL had issued Work Order on you vide No. TS/KIOCL/BFU/SOLAR/EPC/F-371/C-619/1738, dated 19/05/2018 subsequent to issue of LOI dated 03/04/2018, for carrying out the Design, Engineering, Procurement, Supply, Erection, Testing, Installation and Commissioning of a 1 Mvac (1.30 MWp) Solar PV Power Plant with Fixed tilt and undertake comprehensive maintenance for five (5) years in the premises of Blast Furnace Unit, KIOCL Limited, Mangaluru -575 010. The work order was effective from 03/04/2018 and the date of commissioning of the Solar PV Power plant was 02/06/2018, i.e., 60 days for implementation as per the Contract.

KIOCL had further extended the contract execution period by 4 weeks w.e.f. 03/06/2018 vide amendment no. 1 dated 14/06/2018. Subsequently vide amendment no.2, KIOCL had further extended the execution period upto 31/08/2018.

ಪರಿಸರ-ನಮ್ಮ ಧ್ಯೇಯ ನಮ್ಮ ಧ್ಯಾನ ಪಾರಿಸ್ಥಿತಿಕಿ-ಹಮಾರಾ ಲಕ್ಷ್ಯ ಹಮಾರಿ ನಿಷ್ಠಾ ECOLOGY-OUR MISSION OUR OBSESSION

<https://www.facebook.com/kioclltd> <https://www.twitter.com/cmdkiocl>



ಮುಂದುವರೆದ ಪುಟ
ಅನುವರ್ತು ಶೀಟ
CONTINUATION SHEET

You were unable to complete the project as per the work order. KIOCL had informed you several times to complete the work in time. However you have failed to complete the work despite several reminders.

KIOCL had intimated M/s Enerparc vide letter referred at Sl. No. 2 above to complete the work and construct the plant with necessary infrastructure and also informed the details of pending works. Further in the said notice, it was intimated to you that in case, if you fail to complete work and not handed over the site within the time mentioned, KIOCL will take over the plant and equipment from you and shall hand over to another firm /contract at your risk and cost to complete the balance works. It was also intimated to you that in case, the cost of executing the balance works exceeds the balance amount payable to you by KIOCL, the Security Deposit provided to KIOCL will be encashed and your firm will be banned from future business.

In response to KIOCL's notice, you had sought further time period of two more months vide your letter referred at Sl. No. 3 above for completion of the balance works as per the Work Order.

KIOCL vide letter dated 28/09/2018 issued a letter stating that in case you fail to deliver the plant or fail to start the work within the specified time frame after signing of the contract or leave the work site after partial execution of the work, KIOCL shall have the right to get the work done through any other agency at your risk and cost for completion of the balance works and KIOCL may recover the damages and may impose Liquidated Damages. You were advised to gear up sufficiently for the completion of works and ensure commissioning by 12/10/2018.

Further, during the meeting held on 12/10/2018 in the presence of officials of KIOCL, the technical consultant M/s iDEck along with your participation, KIOCL had expressed its concern over the progress of the work for not adhering to the various commitments made by you inspite of repeated reminders of KIOCL. KIOCL had also expressed that on 11th October 2018 during the inspection of the project site by Central Electricity Authority Inspector, Chennai, your personnel were not in a position to clarify the queries raised by him. This was a major lapse on your part, as you being the EPC contractor, should have been present and able to clarify all the queries posed by the Authority. You had also committed to KIOCL that you will be handing over the project in all respects by 30/11/2018. You have failed to adhere to your commitments.

KIOCL vide its letter dated 08/02/2019, informed you that inspite of KIOCL giving enough time and opportunity for completing the project, you were not serious about completing the project and KIOCL was losing confidence on your achieving the commitments made by you. It was further envisaged that KIOCL will think of short

Cur



ಮುಂದುವರೆದ ಪುಟ
ಅನುವರ್ತು ಶೀಟ
CONTINUATION SHEET

closing the work order and get the work done by fixing another agency at your cost and risk. KIOCL had also advised you to take all the necessary and immediate actions to complete the balance of works as committed by you and hand over the plant to KIOCL immediately.

KIOCL vide its letter referred at Sl. No. 4 above, refused your request for further extension of time by 2 months, since you have not taken any further interest to progress upon the works and complete the works. Hence KIOCL had no other option than to terminate the contract with you in view of breach of contract and not completing the project as per the terms of the contract. Accordingly, the Solar PV Plant was taken over by KIOCL for carrying out the balance works. You did not cooperate for joint inspection of the works completed by you. The balance of works have been awarded to a new contractor for commissioning, subsequently for carrying out the Comprehensive Maintenance for a period of 5 years.

Commissioning of the project could not be completed by you even after extending the commission period by two terms due to your negligence and delay on your part. Further, in awarding the risk purchase contract to another firm for completing the balance works, KIOCL has incurred additional expenditure. Accordingly, KIOCL encashed the Bank Guarantee bearing No. 658GM01180960007 Dated 07.04.2018 and Bank Guarantee No. 658GM01180960001 Dated 07.04.2018 submitted by you towards Security Deposit as per the terms and conditions of the Work Order. The time over run has caused considerable losses to KIOCL and KIOCL had to purchase power to that extent at higher tariff compared to the generation cost from the Solar Power Plant.

In view of the above, KIOCL is hereby ban your firm / company from participating in the future tenders and contracts of KIOCL Limited for a period of 3 years.

Thanking you,

For KIOCL Limited,

(G V Kiran)

General Manager (P&TS)