



Tender Notification for
Annual Operation & Maintenance
Contract for HT and LT System
(33kV/11kV/0.4kV/0.23kV) – Meter -to -Cash
Activities in IPCL for 24 Months

Due date for submission of tender: 13.05.2021

Date & Time of opening: 14.05.2021

Pre-bid meeting date: 11.05.2021

Issuer:

India Power Corporation Limited

CIN:

Plot- X – 1, 2 & 3,

Block-EP, Sector –V, Salt Lake

Kolkata – 700091

Website: www.indiapower.com

Phone no:

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SECTION – I – (REQUEST FOR QUOTATION)

1. General

India Power Corporation Limited (IPCL) invites sealed tenders in two envelopes for “ANNUAL MAINTENANCE CONTRACT FOR DIFFERENT DIVISIONS IN IPCL”.

1.1. The bidder must qualify the requirements as specified in clause 30.0 –Qualifying criteria. The sealed envelope shall be duly superscribed as –

“Bid for Annual Operation & Maintenance Contract for Different Divisions of IPCL for 24 months”.

“NIT No- IPCL/AMC/HO/21-22/07 Dated:10.05.2021”

1.2. IPCL invites sealed tenders from eligible bidders for the above mentioned work (clause1.1) –

Duration of the Work (AMC)	24 months
Date & Time of Submission of tender	13.05.2021
Date & Time of opening of tender	14.05.2021

The tender document can be obtained from address given below:

**Head of Procurement & Commercial
Procurement & Contract Dept.
India Power Corporation Limited
Plot-X -1,2 &3, Block-EP, Salt Lake,
Sector-V, Kolkata- 700091**

The tender papers will be issued on all working days up to the date mentioned in clause 1.2. The tender documents & detail terms and conditions can also be downloaded from the website: www.indiapower.com. In case tender papers are downloaded from the mentioned website.

1.3. Points to be noted –

- a) Works envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.
- b) Only those agencies, who fulfill the qualifying criteria as mentioned in clause 30.0, should submit the tender.

India Power Corporation Ltd, reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the tender documents at the time of placing purchase / work orders.

Note- IPCL reserves the right to cancel the said tender at any point of time.

Tender shall be summarily rejected:

- i. If tender received after due date and time.
- ii. Please note that abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by IPCL on this shall be final. Further information of cartel and indulging in any unfair business practice shall be negative for the bidders and be liable for rejection of the bid.

2. Award decision

- ❖ Owner intends to award the business on a lowest bid basis, so bidders are encouraged to submit the bid competitively. The decision to place Work Order / LOA solely depends on Owner on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that Owner may deem relevant.
- ❖ The Owner reserves all the rights to award the contract to one or more bidders to meet the delivery requirement or nullify the award decision without any reason.
- ❖ In case any contractor is found unsatisfactorily during the execution process, the award shall be cancelled and IPCL reserves the right to award the other contractors who are found fit to execute the contract in delivery schedule.

3. Contact Information

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post / courier to following address:

	Technical	Commercial
Contact Person	Head – Distribution IPCL	Head – Procurement-IPCL
Address		

SECTION –II –(INSTRUCTION TO BIDDERS)

1. GENERAL INSTRUCTIONS

The India Power Corporation Ltd. hereinafter called 'IPCL/ 'Owner' will receive bids for annual operation and maintenance of HT and LT system as well as meter to cash activities (IPCL). All bids shall be prepared and submitted in accordance with these instructions.

2. COST OF BIDDING

The bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and the Owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

A. THE BIDDING DOCUMENTS

3. CONTENTS OF BIDDING DOCUMENT

The goods and services required, bidding procedure and contract terms are prescribed in the bidding documents.

In addition to the invitation to bids, bidding document is a compilation of the following sections:

- (a) Request for Quotation – Section-I - RFQ
- (b) Instruction to bidders – Section-II-ITB
- (c) General conditions of contract – Section-III - GCC
- (d) Special conditions of contract - Section –IV- SCC
- (e) Bid form and price schedules

4. UNDERSTANDING OF BID DOCUMENTS

A prospective bidder is expected to examine all instructions, forms, terms and specifications in the bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of its bid.

5. CLARIFICATION ON BID DOCUMENTS

- 5.1. If the prospective bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a

request, in writing, for an interpretation/ clarification, to the Owner in triplicate. The Owner, then, will issue interpretation(s) and clarification(s), the bidder may submit his bid but within the time and date as specified in the invitation to bid. All such interpretation and clarification shall form a part of the bidding document and shall accompany the bidder's proposal. A prospective bidder requiring any clarification on bidding document may notify the Owner in writing. The Owner will respond in writing to any request for such clarification of the bidding document which is received not later than 3 (three) days prior to the deadline for submission of bids prescribed by the Owner. Written copies of the Owner response (including an explanation of the query but without identifying its source) will be sent to all prospective bidders who have received the bidding document.

5.2. Verbal clarification and information given by the Owner or his employee(s) or his representative(s) shall not in any way be binding on the Owner.

6. AMENDMENT TO BIDDING DOCUMENT

6.1. At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by amendment(s).

6.2. The amendment will be notified in writing or by telex or cable to all prospective bidders, which have received the bidding document at the address contained in the letter of request for issue of bidding document from the bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

6.3. In order to provide prospective bidder reasonable time in which to take the amendment into accounts in preparing their bids, the Owner may, at its discretion extend the deadline for the submission of bids.

6.4. Such amendment, clarification, etc. shall be binding on the bidder and will be given due consideration by the bidder when they submit their bids and invariably enclose such documents as the part of the bid.

B. Preparation of Bids

7. Language of Bid

The bid prepared by the bidder and all correspondences and document relating to the bid exchanged by the bidder and the Owner shall be written in the English language.

8. LOCAL CONDITIONS

- 8.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any defect on the execution of the contract covered under this document and specifications. The Owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.
- 8.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposal. No claim for financial adjustment to the contract awarded under this specification and document will be entertained by the Owner. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the works to bidder.

9. DOCUMENT COMPRISING THE BID

- 9.1 The bidder shall complete the bid form inclusive of price schedules etc. furnished in the bidding document, indicating for the services to be rendered, a brief description of services, quantity and prices.
- 9.2 The bidder shall also submit documentary evidence to establish that the bidder meets the qualification requirements as detailed in the accompanying special conditions of contract section – SCC, Section - IV.
- 9.3 The bid security shall be furnished in a separate cover in accordance with clause 16.0 of section - ITB.

10. SCOPE OF THE PROPOSAL

- 10.1 The scope of the proposal shall be on the basis of single bidder's responsibility, completely covering all the equipment specified under the accompany special conditions of contract.
- 10.2 Any items or scope which are not specifically mentioned in the scope of the bidder but required for smooth and successful execution of the work shall also be in the scope of the bidder.
- 10.3 The Owner reserves the right to delete any scope of work as mentioned in the technical specification/ schedule of price from the bidder's scope which shall be intimated to the bidder during evaluation of the bid.

- 10.4 The Owner reserves the right to split the scope of work and award among two or more contractors which shall be decided by the Owner after evaluation of bids.
- 10.5 Bids containing deviations from provisions relating to the following clauses will be considered as non-responsive :
- a) **Price basis:** Clause 11.0 of section –ITB, section-II, Conditions of Contract
 - b) **Bid Security:** clause 16.0, section-ITB, Section-II, conditions of Contract
 - c) **Contract Performance guarantee:** clause-34.0, section-II-ITB, conditions of contract
 - d) **Payment:** clause-8.0 , section –GCC, Section-III, conditions of contract
- 10.6 Bid not covering the above entire scope of works may be treated as incomplete and hence rejected.

11. BID PRICE

- 11.1 The bidder shall quote in the appropriate schedule of bid form lump-sum price for the entire scope of works package wise covered under the technical specifications as required in the bid proposal sheets on a FIRM price basis and no price variation will be allowed during the currency of the contract. Bidders quoting a system of pricing other than that specified run the risk of rejection.
- 11.2 Bidder shall indicate bid prices in Indian Rupees only.

12. TAXES AND DUTIES.

- 12.1 The bidder shall include GST on works contract, or any other similar taxes under the sales tax act, as applicable in their quoted bid price and IPCL would not bear any liability on this account. IPCL shall, however, deduct such taxes at source as per the rules and issue TDS certificate to the contractor.
- 12.2 As regards the income tax, surcharge on income tax and other corporate taxes the bidder shall be responsible for such payment to the concerned authorities.

13. CONTRACT QUALITY ASSURANCE

- 13.1 The bidder shall include in his proposal the quality assurance programme containing the overall quality management and procedures which he proposes to follow in the performance of the works during various phases.
- 13.2 At the time of award of contract, the detailed quality assurance programme to be followed for the execution of the contract will be mutually discussed and agreed to and such agreed programme shall form a part of the contract.

14. INSURANCE

The bidder's insurance liabilities pertaining to the scope of works are detailed out in clause titled 'insurance' in general terms and conditions of contract (GCC) of this volume -I. bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the liabilities under the contract.

15. MAINTENANCE TOOLS AND TACKLES

The proposal shall include all special tools and tackles required for the operation and maintenance of the equipment in the scope of work. The bidder shall indicate all the above items in the proposal sheets in the form of schedule given therein and the description and the quantity of each item. The lump sum price to be quoted by the bidder shall include prices of these tools and tackles.

16. PERIOD OF VALIDITY OF BIDS

- 16.1 Bids shall remain valid for 6 (six) calendar months after the date of bid opening prescribed by the Owner. A bid valid for a shorter period will be rejected by the Owner as non-responsive.
- 16.2 In exceptional circumstances the Owner may solicit the bidder's consent to any extension of the period of validity. The request and the response thereto shall be made in writing (including e-mail or fax). The bid security provided under clause 15.0 above shall also be extended by the same period as the extension in the validity of the bid. A bidder may refuse to request without forfeiting his bid security. A bidder granting the request will not be required or permitted to modify its bid.

C. SUBMISSION OF BID

17. FORMAT OF BID

- 17.1 The bidders are required to submit the bid in 2(two) parts and submit in (original) + one copy to the following address :

**Head of Department
Procurement & commercial
India Power Corporation
Plot-X -1, 2 &3, Block-EP, Salt Lake,
Sector-V, Kolkata- 700091**

- 17.2 **PART A: TECHNICAL BID** comprising following:

- a) Documentary evidence in support of qualifying criteria
- b) Technical literature if any
- c) Any other relevant document
- d) Acceptance to commercial terms and conditions viz Delivery Schedule/ period, payment terms, BG etc.

PART B: Financial Bid comprising of Prices strictly in the Format enclosed

Time Schedule

The bidders should complete the following within the dates specified as under:

S.No	Steps	Comprising of	Due date
1	Technical queries, if any	All queries related to RFQ	
2	PART A Technical & commercial bid	- Documentary evidence in support of qualifying criteria - Any other relevant document acceptance to commercial terms & conditions, BG etc.	
3	PART B Financial Bid	Price Strictly in format enclosed	

18. SIGNATURE OF BIDS

- 18.1 The bid must contain the name, residence and place of business of the person or the persons making the bid and must be signed and sealed by the bidder

with his usual signature. The names of all persons signing should be typed or printed below the signature.

- 18.2 Bid by cooperation/Owner must be signed by the legal name of the cooperation/ Owner by the president, managing director or by the secretary or other person or persons authorized to bid on behalf of such cooperation/Owner in the matter.
- 18.3 A bid by a person who affixes to his signature the word 'president', 'managing director', 'secretary', 'agent', or other designation without disclosing his principal will be rejected.
- 18.4 Satisfactory evidence of authority of the person signing on behalf shall be furnished with the bid.
- 18.5 The price bid should be prepared separately and placed in a separate envelope and sealed.

19. SEALING AND MARKING OF BIDS

- 19.1 This is a two part bid process. Bidders are to submit the bids in 2(two) parts.
- 19.2 Both the parts should be furnished in separate sealed covers super scribing NIT no. DUE DATE OF SUBMISSION, with particular as PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS and PART-B FINANCIAL BID and these sealed envelope should again be placed in another sealed envelope which should be super scribed with – "Tender Notice no & due date of opening". The same shall be submitted before the due date & time specified.
- 19.3 PART-A: technical bid should not contain any cost information whatsoever and shall be submitted within the due date. After technical evaluation, the list of qualified bidders will be posted immediately on IPCL website.
- 19.4 PART-B: Financial bid will be opened after technical evaluation and only of the qualified bidders.

Notwithstanding anything stated above, the Owner reserves the right to assess the bidders capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Owner. In this regard the decision of the Owner is final.

Addressed to the Owner at the following address:

**Head – Procurement (IPCL),
India Power Corporation Ltd., Plot- X -1,2 & 3, Block-EP,
Salt lake, Sector-V
Kolkata - 700091.**

- 19.5 The inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared 'late' or 'rejected'.
- 19.6 If the envelopes are not sealed and marked as required by clause 20.0 above, the Owner will assume no responsibility for the bid's misplacement /premature opening.

20. Deadline for submission of bids

- 20.1 The bidders have the option of sending the bid by registered post or submitting the bid in person. No request from any bidder to the Owner to collect the proposal from airlines, cargo agents shall be entertained by the Owner.
- 20.2 Bids must be received by the Owner in the address specified under clause 20.5 above, not later than the time and date mentioned in the invitation to bid.
- 20.3 The Owner, may at its discretion, extend this dead line for the submission of bids by amending the bidding document, in which case all rights and obligations of the Owner and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

21. Late Bids

Any bid received by the Owner after the time and date fixed or extended for submission of bids prescribed by the Owner, shall be rejected and /or returned unopened to the bidder.

22. Modification and Withdrawal of bids

- 22.1 The bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids.
- 22.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provision of clause 20.0 above.
- 22.3 No bid may be modified subsequent to the deadline for submission of bids
- 22.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal / modification of a bid during this interval may result in the bidder's forfeiture.

23. Information required with the proposal

- 23.1 The bidder along with his proposal , shall submit a list of recommended erection tools and plants , team member size, organogram of their Owner, O&M in charge resume along with all supervisor level personnel qualification, balance sheet for last 3 (three) financial years.

- 23.2 Oral statements made by the bidder at any time regarding, quantity or arrangement of the equipment or any matter will not be considered.

D. BID OPENING & EVALUATION

24. Opening of bid by Owner

- 24.1 The Owner will open the bid in the presence of Bidder's representatives (one person) who choose to attend at the date and time for opening of the bids in the invitation to bid. In case any extension has given thereto, on the extended bid opening date and time notified to all the bidders who have purchased the bidding document. The bidder's representatives who are present shall sign in a register evidencing their attendance.
- 24.2 The bidder's names, bid prices, modifications, bid withdrawals and presence or absence of the requisite bid security and such other details as the Owner, at its direction, may consider appropriate will be announced at the opening.
- 24.3 No electronic devices will be permitted during the bid opening.

25. Clarification of Bids

To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the bidder for a clarification of its bid. 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.

26. Preliminary Examination

- 26.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 26.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors as above his bid will be rejected and the amount of bid guarantee forfeited.

The bidder should ensure that the prices furnished in the price schedule are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in bid form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of award of the contract use the lowest of the prices in these schedules.

- 26.3 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the bidding document. For purpose of this

clause, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document.

- 26.4 A bid determined as not substantially responsive bid will be rejected by the Owner may not subsequently be made responsive by the bidder of the non-conformity.
- 26.5 The Owner may waive any minor informality or non-conformity or irregularity in a bid provided such waiver does not prejudice or affect the relative ranking of any bidder.

27. Definitions and Meanings

- 27.1 For the purpose of evaluation and comparison of bids, the following meanings and definitions will apply:
- a) "Bid Price" shall mean the base price quoted by each bidder in his proposal for the complete scope of works package wise.
 - b) Cost compensation for deviations shall mean the rupee value of deviations from the bidding documents as from the bidder's proposal.
 - c) "Evaluation of bid price" shall mean be the summation of bid price and cost compensation for deviations.
- 27.2 Calculation of "cost compensation for deviations".
Deviations from the bidding documents in so far as practicable will be converted to a rupee value (D) and added to the bid price to compensate for the deviation from the bidding document while evaluating the bids. In determining the rupee value of the deviations the Owner will use the parameters consistent with those specified in the specifications and documents and/or information as necessary and available to the Owner.

28. Comparison of bids

- 28.1 The bid shall be compared on the basis of lump-sum prices (i.e prices for services to be rendered as quoted by the bidder) for the entire scope of the proposal, and as defined in the bidding document.
- 28.2 For the comparison purposes all the evaluated bid price shall be in Indian rupees as under:
 $W = M + D$
Where
W = Total comparison price
M = bid price in Indian rupees (price of maintenance and other component if any)
D = cost comparison for deviations calculated according to clause 28.2 above
- 28.3 All evaluated bid prices of the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for the award of the contract.

E. ELIGIBLE BIDDERS AND QUALIFYING REQUIREMENT

This Invitation for Bids, issued by IPCL is open to all Companies/ Firms, Government

owned Enterprises except those Firms, who have been debarred for business with IPCL. Bids are invited from reputed parties only having adequate tools & plants, financial and technical resources and infrastructure to execute AMC contract as per scope of work. Evidence shall consist of written details of capacities and present commitments (excluding work under this specification) of Bidder. Bidder shall furnish full details of his head-office and field service organization for AMC and management services required to successfully execute work as envisaged in this NIT.

29. Qualifying Criteria:

29.1 The following basic qualifying conditions shall be noted carefully by bidders for compliance. These criteria shall be evaluated on pass-fail system with minimum acceptable level for each criteria enumerated below :

- a) Bidder will have to meet the minimum criteria regarding financial criteria, technical and experience criteria
- b) Bidder's technical experience and financial resources as sub-contractor shall not be taken into account in determining bidder's compliance with qualifying criteria
- c) The Owner reserves the right to assess capacity and capability of the bidder's to ascertain that the bidders can successfully execute the AMC job on the basis of their past performance, feedback from customers, IPCL own experience, verification of manufacturing facility and document verification etc.
- d) It may be noted that IPCL reserves right to waive deviations if they do not materially affect the capability of bidder to perform the contract.

29.2 Technical & Experience criteria –

The bidder should have experience in the following work area in Power distribution Utilities/ SEB's/ Discoms / other govt. organizations in any of the last 3 financial years (FY18-19, FY19-20, and FY20-21):

- a) Project Execution or Maintenance Work on Electricity Distribution Network, LT 440volts Work, HT 11kV Works, 33kV Works
- b) Project Execution or maintenance work / AMC
- c) The Bidder should enclose performance certificates in support of relevant experience. Experience as sub-contractor or joint venture shall not be acceptable.
- d) For existing division AMC vendors of IPCL, performance shall be measured on last contract score card and will be taken into account in technical evaluation.

29.3 Commercial criteria –

The Owner will take in to account the following criteria to verify the commercial qualification of the bidder. The audited financial statements for the last three (03) years submitted by bidder shall be evaluated:

- a) The audited financial “standalone” statements (Balance sheet, profit & loss A/c, and fund flow statement) audited by chartered accountant for the last three years have to be submitted by bidder, which shall be evaluated. The bidder’s financial statements for the last year of the audited accounts should show that it has positive “net worth”.
- b) The bidder’s income and expenditure / profit and loss account should show minimum average annual turnover Rs 1 crore during the best three financial years out of last three years.
- c) The documents submitted by the bidder including the audited financial accounts must demonstrate that the bidder has adequate working capital (cash flow) as indicated, available to undertake this contract.
- d) Bidder should have valid Registration No of GST No.
- e) Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration.
- f) Bidder should have valid electrical license issuing by West Bengal Govt. for doing the electrical works.

The bidder shall submit all necessary documentary evidence to establish that bidders meet the above qualification requirement. IPCL reserves the right to relax the bid qualification criterion based on merit.

Please note:

- Firms who are debarred /blacklisted in other utilities in India will not be considered (copy of self-undertaking shall be submitted in this regard)
- IPCL reserves the right to carry out technical capability / infrastructure assessment of the Bidders by factory / office inspection or by any other means and IPCL’s decision shall be final in this regard.
- No joint ventures / consortiums are allowed

Also, the bidder shall furnish the following commercial and technical information along with the tender:

- ✓ Latest Balance sheet
- ✓ Detail of banker & cash credit limit
- ✓ Details of constitution of Owner (Proprietary / Limited /Pvt. Ltd. Along with details)
- ✓ Memorandum & Article of Association of the Owner
- ✓ Organization Chart of the Owner

- ✓ Experience details with credentials
- ✓ Turn over certificate issued by C.A for the last three financial years

F. AWARD OF CONTRACT

30. AWARD CRITERIA

- 30.1 The will award the contract to the bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.
- 30.2 Further, the Owner reserves the right to award separate contract to two or more parties in line with terms and condition specified in the accompanying technical specifications.

31. Owner's right to accept any bid and to reject any or all bids

The Owner reserves the right to accept or reject any bid, and to annual the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to be affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Owner's action.

32. NOTIFICATION AND AWARD

- 32.1 Prior to the expiration of the period of bid validity and extended validity period, if any, the Owner will notify the successful bidder in writing by registered letter or by e-mail or fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 32.2 The notification of award will constitute the formation of the contract.
- 32.3 Upon the successful bidder's furnishing of the contract performance guarantee pursuant to clause- 35 below, the Owner will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to clause -16 above.

33. SIGNING OF CONTRACT

- 33.1 At the same time as the Owner notifies the successful bidder that its bid has been accepted, the Owner will send the bidder the detailed letter of award, incorporating all agreement between the parties.
- 33.2 Within 2 (two) days of receipt of the detailed letter of award, the successful bidder shall sign and date the same and return it to the Owner.

- 33.3 The bidder will prepare the contract agreement as per the proforma enclosed at annexure – VI to this Vol. - I and the same will be signed within 10 (ten) days of issuance of the LOA.

34. CONTRACT PERFORMANCE GUARANTEE

- 34.1 As a contract performance security, the successful bidder, to whom the work is awarded, shall be required to furnish a performance guarantee from (a) a public sector bank or (b) a scheduled Indian bank having paid up capital (net of any accumulated losses) of 5% of the contract price (the latest annual report of the bank should support compliances of capital adequacy ratio requirement) or in favour of the Owner. The guarantee amount shall be equal to 5% (five percent) of the 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. Details mentioned in Section-III of GCC clause-9.0.
- 34.2 The performance guarantee shall cover additionally the following to the Owner
- (a) The successful bidder guarantees the successful and satisfactory operation of the HT and LT system along with meter-to-cash facility maintained under the contract, as per the specifications and documents.
 - (b) The successful bidder further guarantees that the HT and LT system maintained shall be free from all defects in material and workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed under the normal use of the said transmission line within the contract period specified in the relevant clause of the general terms and conditions (GCC).
- 34.3 The contract performance guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages stipulated in other clauses in the bid conditions.
- 34.4 The performance guarantee will be returned to the contractor without any interest at the end of the guarantee period.

END OF SECTION – INB

SECTION –III – (GCC – GENERAL CONDITION OF CONTRACT)

India Power Corporation Limited is the Owner having license in the business of distribution and retail supply of electricity in the areas of its Distribution Network are covered under IPCL.

The Owner (IPCL) is desirous of engaging a third party and wants to assign the predictive, break-down, executing work for rectification, routine maintenance and preventive maintenance for HT & LT network, substations, feeder Pillars and no-current complaints in IPCL area covering all divisions.

1. DEFINITIONS & INTERPRETATION

The following terms & expressions as used in the CONTRACT shall have the meaning defined and interpreted hereunder:

- 1.1. OWNER: The terms "Owner" shall mean India Power Corporation Ltd. having its office at Plot no- X-1,2 & 3, Block- EP, sector-V, Salt lake, Kolkata-700091 and shall include its authorized representatives, agents, successors and assigns.
- 1.2. CONTRACTOR: The terms "Contractor" shall mean any contractor who is having exposure in AMC of 33kV & 11kV system, and shall include its authorized representatives, agents, successors and assigns.
- 1.3. CONTRACT SPECIFICATION: The terms "CONTRACT Specification" shall mean the Technical specification and Commercial Terms of the work as agreed by contractor and description of work as detailed and all such particulars mentioned directly/referred to or implied as such in the contract.
- 1.4. SITE: The terms "Site" shall mean the location of the working place wherein the contractor is to perform its services i.e. Division Asansol in IPCL area.
- 1.5. ENGINEER IN CHARGE: "Engineer In-charge" means the Owner's authorized representative for the purpose of carrying out the work. For this Contract, Engineer In-charge shall be Division O&M In charge not holding designation below the designation of DGM/Chief Manager (O&M) of the respective area (IPCL).
- 1.6. Good Industry Practice: "means the exercise of that degree of skill, diligence and prudence which is expected from a skilled, experienced and recognized contractor engaged in the same type of undertaking similar to one undertaken by the Contractor and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.
- 1.7. Effective Date: means the date when Contractor shall start the work as mentioned in LOI/ Contract Order.
- 1.8. Rate: the unit rate for the work as specified in this contract shall be as per finalized unit rates through tender and it shall be payable to contractor on successful and proper completion of jobs covered under this contract.

2. EXAMINATION OF SITE AND LOCAL CONDITIONS:

The CONTRACTOR is expected to visit the site of the work under the order and ascertain thereof all site conditions and information pertaining to the work to be assigned. The OWNER shall not accept any claim whatsoever arising out of the difficult site/terrain/local conditions (if any) and the contractor shall abide by the offer made by him for the work.

3. LANGUAGE AND MEASUREMENT:

The CONTRACT issued to the contractor by the Owner and all correspondence and documents relating to the CONTRACT placed on the Contractor shall be written in English language.

Metric System shall be followed for all dimension, units etc.

4. EXECUTION OF WORKS:

- 4.1. The contractor shall undertake full responsibility for the work assigned to him. The assigned work shall include but not limited to work of predictive, breakdown work for rectification and routine maintenance for HT & LT network, substations, Feeder Pillars, connections and attending NO-current Complaints of Division. The work shall be executed to the satisfaction of the engineer in-charge.
- 4.2. The indicative detail of works to be carried out by the CONTRACTOR is mentioned in ANNEXURE-II and this list is only an inclusive list and in some cases the contractor may have to undertake some maintenance work which is essential for the smooth working of power distribution network.
- 4.3. The contractor shall deploy adequate resources for the smooth execution of work assigned to him. The minimum resources shall be agreed upon in the beginning of this contract and the contractor shall provide complete details including name, address, identification card no (e.g. Aadhaar card, Election Identity Card, Pan Card etc) of manpower deployed.
- 4.4. The Contractor shall submit a copy of the "Aadhar Card" of each employee deputed by him in IPCL. Contractor shall keep a record of attendance of all his employees on daily basis, preferably through a biometric system. To perform above the contractor shall deploy qualified & experienced resources comprising engineers, supervisors, diploma holders, skilled, semi-skilled & unskilled staff in accordance with the requirements of electricity rules, safety laws and other applicable regulatory laws. The contractor shall also ensure to meet the requirements of performance standards as mentioned in this document. If at any stage, the OWNER/Engineer In-Charge finds the resources not suitable or not up to the mark, the CONTRACTOR shall deploy the alternate resources immediately.
- 4.5. Distribution of electricity is an essential service as well as a public utility service. It is imperative to secure the electric network of our license area so that uninterrupted distribution of power supply to essential services like Railways, Police, hospitals, etc. is maintained. Proper security measures are essential due

to the extremely sensitive and critical nature of these services. Therefore, Contractors shall be responsible for maintaining Personal Identification Data of all staff deployed by him at our premises in electronic or any other form as prescribed by the Owner. In addition to this, the Contractor shall also submit a record of his deployment in various locations to IPCL on a daily basis to the Divisional In-charge.

- 4.6. The manpower deployed by the contractor shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor shall indemnify the Owner for the loss incurred by the Owner on account of such malpractice/misconduct.
- 4.7. In case the contractor or the manpower deployed by him unable to execute the work assigned to it as per satisfaction of the Owner or the workmen of the CONTRACTOR refuses to work, going on strike or for any other reason likely to lead to loss of productivity, the Owner shall have right of engaging any other agency or resorting to any other suitable means without giving any reason and to recover the cost incurred out of the amount payable to contractor.
- 4.8. The Owner also reserves the right to add any area and/or expansion units of existing Division or delete from the scope of work so assigned to the CONTRACTOR if the circumstances so warrant. All such cases shall be dealt with mutual agreement.
- 4.9. The OWNER and the CONTRACTOR shall agree to fully co-operate and ensure effective implementation of the Proposed Agreement. For the aforesaid purpose, Division-In-Charge of the Division nominated by the OWNER and nominee of the CONTRACTOR shall work jointly. The CONTRACTOR shall keep the OWNER informed of the work progress as per the Owner requirement in addition to timely submission of daily/monthly reports when demanded by the Owner to facilitate a review. A daily diary or register shall be maintained by the CONTRACTOR (in the format attached) for day to day work carried out by the resources (deployed by the contractor) as per instructions of sub division-In-Charge.
- 4.10. The Contractor shall ensure availability of all necessary tools and tackles and other equipment in working condition for carrying out the assigned jobs by their resources. A list of tools and tackles to be made available by the CONTRACTOR is enclosed at ANNEXURE IV. It is necessary that the CONTRACTOR shall ensure proper cleaning and / or restoring of the areas of the work place.
- 4.11. The contractor shall provide and maintain a list of all tools and plants and list shall be verified by engineer-in charge.
- 4.12. The Owner shall provide all spares and consumable material required for the jobs to the contractor without any cost. The contractor shall maintain the records of the spares and consumable received by him and its uses thereof.

- 4.13. It shall be the responsibility of the CONTRACTOR to organize to and fro transport of materials which includes but not limited to Cable, lamps, distribution Transformer, panels & Spares Parts, Oil, equipment, steel, Rail Pole, PCC Pole, Tublar Poles and or any other material from the stores/Division stores to the work location and back to Stores within the area of work. The contractor shall also ensure to collect the scrap material from the work location and shall deposit the same with division store.
- 4.14. The cost of transit loss/damage (if any), freight, loading / unloading of materials/ equipment during its handling / erection at site shall be in the scope of AMC work.
- 4.15. Network Augmentation work, C W O works, civil works (like white wash, Masonry works), and Meter Installation / Replacement / New Connection are not covered in the scope of this contract.
- 4.16. Necessary statutory permission from civic authorities ADDA, Traffic Police, PWD, and Railways etc. for carrying out the work shall be arranged by the Owner and the permission of Shut down shall be provided by the sub division in charge.

5. DEPLOYMENT OF VEHICLE:

- 5.1. For smooth execution of work, the contractor shall deploy sufficient number of GPS Enabled commercial vehicle not more than 3 year old at the site. The vehicle shall be equipped with all the equipment and apparatus for ensuring safe work environment. The contractor shall ensure to maintain the log sheets of the vehicle use and produce the records on request/advice of the engineer in-charge.
- 5.2. HT Breakdown Vehicle shall be Tata Sumo / Equivalent vehicle, capacity 5+ driver with space of T&P, testing equipments & roof top ladder carrier & can fulfill the requirement to accommodate the following-
 - a) Folding Aluminum Ladder set (2 x 12 feet length, width - 22 inch, difference in steps- 10 Inch)
 - b) Generator set - 1 No.
 - c) PC set - 1 No.
 - d) Tool Kit
 - e) All type breaker / panel's handle
 - f) Five persons excluding driver

6. Contract Price:

Monthly AMC rate has finalized through this tender and shall be as per Rate Annexure. However the payment shall be made to the contractor on satisfactory and proper completion of work and it shall be subjected to the performance viz-a-viz performance standards specified by the Owner. The contractor shall be incentivized or penalized based on the performance achieved on the key performance indicators as mentioned in Annexure III to this contract.

The AMC rate shall remain firm and final for the entire duration of contract period and the rates shall not be subject to any escalation and variation for any reason whatsoever on account of any factor. (Except any revision in minimum wages by Govt. of NCT during the contract on actual basis).

7. Taxes & Duties:

- 7.1. All taxes and duties including labour cess (except Service Tax) leviable by State or Central Governments or local bodies shall be to the CONTRACTOR 's account including any taxes and duties which may be levied fresh by the Governments during currency of this Agreement. The payment to the contractor shall be subject to deduction of Income tax (TDS) or any other withholding tax imposed by central government or state government during the currency of this agreement.
- 7.2. Service Tax shall be paid extra at actual on submission of Service Tax Registration and self-declaration on the letter head of the contractor with declaration that he has deposited/or he would deposit the service Tax as per the applicable service tax laws. During the course of assessment proceedings of Service Tax, PF, ESI etc, the Owner may require the contractor to submit its related periodic return / or tax payment challans to the Owner/fiscal authorities.

8. Terms of payments:

The payment shall be made as under:

- 8.1. The cost of transit loss/damage (if any), freight, loading / unloading of materials/ equipment's during its handling / erection at site shall be in the scope of AMC work.
- 8.2. The Bills shall be certified by the Division-In-Charge within 2 days from the date of submission and counter signed by Business Head.
- 8.3. The certification of Bills by the Division in charge shall mean that all the jobs specified wherever in the contract / Annexure has been carried out by the CONTRACTOR. In addition, performance level of the contractor shall be appraised using the KPI's mentioned in attached ANNEXURE - III.
- 8.4. Certificate to be certified by Division in Charge for Minimum wages paid by the CONTRACTOR.
- 8.5. Payment shall be made to the CONTRACTOR within 60 Days of submission of certified Bills subject to fulfillment of contractual obligations.

9. Contractor performance security bank guarantee :

- 9.1. CONTRACTOR shall furnish the Security Performance Bank Guarantee in the prescribed format (Appendix I) within 1 month from the date of issue of Order for due performance of the provisions of Work Order. The cost of transit loss/damage (if any), freight, loading / unloading of materials/ equipment's during its handling / erection at site shall be in the scope of AMC work.

- 9.2. The Security Performance Bank Guarantee shall be of 5% of the total value of contract of one year with validity of one year period. It shall be effective from contract starting date, plus three (3) months towards claim period.
- 9.3. Further after successfully completing one year, Contractor shall submit the Security Performance Bank Guarantee of 5% of the total value of contract of one year with validity of one year period. Plus three (3) months towards claim period.
- 9.4. The Security Performance Bank Guarantee shall be issued from any nationalized bank as per Owner format.
- 9.5. The Owner shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Owner shall be final in this regard.
- 9.6. In the event, in Owner sole judgment, the Contractor has fulfilled all its obligations under this Contract, Owner shall release the security performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the Owner that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the Owner.

10. Proper availability of Tools and Plants (T&P) :

- 10.1. The contractor shall provide T&P to their staff as mentioned in ANNEXURE- IV. The contractor shall provide all tools in the beginning of contract and shall ensure the proper availability of tools and tackles as per that list throughout the contractual period (2 Year). These tools shall be of standard make only. It shall be responsibility of contractors to replenish and maintain the existing T&P on regular basis. In case the contract is terminated during contract period. The T&P as mentioned in Annexure IV Shall be handed over by the contractor to the Owner.
- 10.2. The Contractor retention money shall be released on completion of contract subject to the certification by divisional Head that T&P (durable for more than two years) has been handed over to another AMC Contractor/ IPCL."

11. Incentive Scheme for safety :

- 11.1. To promote the safe work environment and to inculcate the habit of safety, the Owner has introduced the safety incentive scheme.
- 11.2. Amount equal to 2 % of monthly maintenance cost shall be kept hold and shall be released on quarterly basis to the contractors who score 10 marks (Full marks) in safety Adherence as specified in ANNEXURE- III and who shall maintain a division with non-occurrence of any accident throughout a quarter.
- 11.3. This Safety incentive shall be released on completion of quarter and it shall be claimed separately. Safety incentive claim shall be verified by division in charge

and shall be approved by safety head. If any incident of fatal/reportable accident occurs during the quarter, the amount of safety incentive shall be withheld and in addition to withhold the safety incentive, the Owner shall reserve a right to impose additional penalty as per decision of accident committee. The contractor shall inform about the accident to division in-charge with a copy to safety head. The records of reportable/fatal accident shall be maintained by the safety department officials.

- 11.4. To avoid any incident of reportable/non reportable accident, contractor Shall ensure deployment of necessary mechanism including initiating safety incentive scheme, promoting use of Personal Protective Equipment (PPEs), deployment of experienced and trained lineman and other staff, arranging tool box meeting, work safety training etc and also make ensure for implementation of all safety measure & precaution at all levels at site.
- 11.5. It shall also be obligatory on the CONTRACTOR to comply with all the statutory requirements related to work-permit, periodic testing of various tools and tackles, including lifting tools, HT / LT Training & Testing kits etc. The CONTRACTOR shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of its workmen as well as other workers, public, equipment, structures etc. at site.
- 11.6. The contractor shall ensure the compliance of OHS policy of the Owner which is given in this document.

12. Allocation of Substation :

To perform the division AMC effectively, the Contractor shall be allocated substation in the respective division. Allocation of substation shall be done by respective division in charge and the contractor shall take proper Electricity connection and timely pay the bills.

13. Implementation of performance incentive /penalty scheme :

In order to improve overall performance of the contractor the Owner shall provide an additional amount as a performance incentive to the contractors. This additional incentive shall only be paid on successful and satisfactory achievement of performance standards as mentioned in Annexure III of the contract. In case, the contractor is unable to achieve the requisite standard of performance, he shall be penalized as per terms mentioned in the Annexure III. The basis and process for implementation of the scheme is described in ANNEXURE-III.

14. Opening of office at site :

The CONTRACTOR shall also open and maintain a site office in the area and post there its authorized representative.

15. Sub-contracting / subletting :

CONTRACTOR shall not assign or transfer the whole or any part of this Work Order or any other benefits accruing there from nor shall it subcontract / sublet the whole or any part of the Works. In extra ordinary circumstances the Owner may permit for subletting any specific job or part thereof but this subletting/subcontract shall not done without the prior written consent of OWNER.

With prior written approval of the Owner, if the contractor assigns this work order or part thereof to any other person, contractor's assignees shall be bound by the terms and conditions of this work order and shall , if deemed necessary by OWNER at the time of such assignment, undertake in writing to be so bound by Work Order.

Notwithstanding the subletting / subcontracting of any portion of the works, contractor shall remain wholly responsible for the carrying out, completion and satisfactory execution of Works in all respects in accordance with this Work Order, specification, approved drawings and data sheets.

16. Penalty :

The Owner shall have a right to recover suitable penalty on account of violation of terms and conditions as mentioned in different clauses of this contract. The penalty amount shall be decided as per different terms and conditions of this contract covered under score card. The Score card may be modified as per discretion of Owner during the tenure of contract. In exception circumstances the Owner reserves the right to impose the penalty beyond the score card.

In case, Any damage to material provided by the Owner, the same shall be recovered on cost plus 30 %.

The Owner shall be entitled to set off the entire amounts due from the CONTRACTOR against the Rates payable by Owner to the CONTRACTOR.

If during the currency of the contract, contractor, his employee or representative is found indulged in any malpractice/corruption or any other illegal activity, the Owner shall have all right to impose suitable penalty and recovery thereon.

17. Human Resource :

17.1. The Contractor shall ensure to deploy trained, and motivated workforce so as to ensure the achievement of high level of performance and ethical standard.

17.2. The contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/

workmen during the tenure of AMC. Also, the CONTRACTOR shall be sole responsible for making payment for Out-patient department, Hospitalization, Compensation thereof in case of any accident, injury or death.

- 17.3. The Owner may also require the contractor to submit some additional records which are necessary to be maintained for the smooth execution of work under this contract or which are mandated under various clauses of this contract.
- 17.4. The contractor shall ensure to submit employee wise records of PF Deposit and ESI contribution deposit. The Contractor shall also submit a declaration that he has made payment of PF and ESI for all the employee employed in the execution of this contract and he shall indemnify the Owner and its successor for any claim which arises on account of any default on account of PF/ESI contribution payment by him.
- 17.5. The contractor shall provide the name wise details of its staff deployed at the site immediately at the beginning of this contract. . These details shall include their name, their age, their experience particulars etc.
- 17.6. The CONTRACTOR shall issue Identity Cards to their employees deployed for execution of the assigned works in the Division. He shall also ensure that the person employed in the division display their identity card during the execution of their work.
- 17.7. The CONTRACTOR to deploy their resources immediately for carrying out the work as specified above.
- 17.8. The CONTRACTOR should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the CONTRACTOR's employees shall insist upon the OWNER for employment, wages, and allowances or any other related matter, payment etc.
- 17.9. The CONTRACTOR shall not deploy the manpower below the age of 18 years.
- 17.10. The CONTRACTOR shall be directly responsible for any / all disputes arising between him and his persons and keep the OWNER indemnified against all losses, damages and claims arising thereof. The CONTRACTOR shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.
- 17.11. The Contractor must ensure that all safety wears required during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, goggles etc are used by his employee/representative while executing OWNER's work.
- 17.12. The CONTRACTOR shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the OWNER at site. The OWNER shall be at liberty to object to the presence of any representative or employees of the CONTRACTOR at the site, if in the opinion of the OWNER such manpower has done any act of misconduct or negligence or otherwise undesirable, . In such cases, the CONTRACTOR shall remove such a person objected to and provide a competent replacement immediately.

17.13. The CONTRACTOR shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the CONTRACTOR is drawn towards the compliance of provision of the following statutes: (along with the latest amendments)

- a) The Child Labour (Prohibition and Regulation) Act, 1986
- b) The Contract Labour (Regulation and Abolition) Act, 1970
- c) The Employee's Pension Scheme, 1995
- d) The Employee's Provident Funds and miscellaneous provisions Act, 1952
- e) The Employees State Insurance Act, 1948
- f) Building & other construction Worker welfare Cess Act 1996
- g) Central Electricity Authority (Measures relating to safety & electric supply) Regulation, 2010
- h) The Building & other construction Workers (Regulation of Employment & Conditions of services) Act 1996.
- i) The Equal Remuneration Act 1976
- j) Public Liability Insurance Act 1991
- k) Fatal Accident Act, 1855
- l) The Personal Injuries (Compensation Insurance) Act 1963
- m) Weekly Holidays Act 1942
- n) The Industrial Disputes Act, 1947
- o) The Maternity Benefit Act 1961
- p) The Minimum Wages Act, 1948
- q) The Payment of Bonus Act, 1965
- r) The Payment of Gratuity Act, 1972
- s) The payment of Wages Act, 1936
- t) The Workmen's Compensation Act. 1923
- u) The Employer's Liability Act, 1938

Note: The supervisor appointed shall be degree / diploma holder.

The contractor shall ensure to take any statutory approval required from the Central/State Governments, Ministry of Labour and produce the documents whenever necessary. Broadly, the compliance shall be as detailed in ANNEXURE-I enclosed.

This is to emphasized that contractor shall pay minimum wages to his manpower as per the rate notified from time to time by the Government of West Bengal.

17.14. Contractor shall address personal grievances of his employees in timely and effective manner. For this purpose, contractor shall put in place an effective Grievance Management System.

17.15. The contractor shall ensure that his Employees not eligible under ESI scheme must be covered under suitable mediclaim policy with family floater.

- 17.16. The OWNER reserves the right to demand the CONTRACTOR's services on holidays as well as beyond the normal working hours.
- 17.17. The CONTRACTOR shall ensure that none of their person is engaged in any unlawful activities subversive of the OWNER's interest failing which suitable action may be taken against the CONTRACTOR as per the terms and conditions of this tender.
- 17.18. The CONTRACTOR shall be liable for payment of all taxes and duties as applicable, to the State/Central Govt. or any local authority.
- 17.19. The CONTRACTOR's employees shall not be treated as OWNER's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the OWNER's employees shall not be applicable to CONTRACTOR's employees. If due to any reasons whatsoever the OWNER is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the CONTRACTOR or from any of the bills payable to him or failing which it shall be recovered as per law.

18. Technical Information / Data :

- 18.1. The OWNER and THE CONTRACTOR, to the extent of their respective rights permitting to do so, shall exchange such technical information and data as is reasonably required by each party to perform its obligations and responsibilities. The OWNER and the CONTRACTOR shall keep each other in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent its disclosure to third parties of all technical and confidential information. The technical information, drawings, records and other document shall not be copied, transferred, traced or divulged and / or disclosed to third party in full / part not misused in any other form. These technical information, drawing etc. shall be returned to the OWNER with all approved copies and duplicates. In the event of any breach, the CONTRACTOR shall indemnify the OWNER against any loss, cost of damages or claim by any party in respect of such breach.

19. Confidential Information :

That any information concerning the OWNER which is designated in writing as proprietary and confidential, the CONTRACTOR shall not publish or otherwise disclose it to others.

The CONTRACTOR shall, at all times use their best endeavor to keep confidential all information. Accordingly, the CONTRACTOR shall not disclose the same to any other person, provided that the provisions of this section shall not apply to information which:

was furnished prior to the signing of Agreement / issuance of this tender document, without restriction;

is or becomes knowledge available within the public domain (other than by breach of the foregoing obligation of confidentiality) ;

is received by either the OWNER or the CONTRACTOR from a third party without restriction

is independently developed by either the OWNER or the CONTRACTOR provided that (i) nothing herein shall limit the right of the OWNER to provide any information regarding the CONTRACTOR or any other person who has executed a confidentiality undertaking to the OWNER covering the CONTRACTOR confidential information that is substantially similar to the provision of this section or otherwise with the CONTRACTOR's consent; and (ii) the CONTRACTOR may provide to their employee any information necessary to carry out the services.

20. Assignment :

Notwithstanding anything contained here to the contrary, the CONTRACTOR shall not assign or sublet or transfer all or any of its rights or obligations under this Agreement to any other party without the prior written consent of the OWNER. The CONTRACTOR shall perform its obligations in a manner consistent with the job requirements to the satisfaction of the OWNER.

21. Compliance of applicable labor laws including safety rules and regulations :

The CONTRACTOR confirms and undertakes to comply with all applicable Labor Laws/Model Standing Orders and other statutory provisions as applicable in discharging its functions and duties under these presents and under specific Work Orders and fully observe applicable safety rules and regulations. The CONTRACTOR shall ensure that protective safety equipment to be used by his employees/workmen deployed.

22. Representation, warranties and guarantees :

The Contractor hereby represents warrants and guarantees that:

- a) It is a legally recognized entity under the laws of India;
- b) The Contract contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- c) It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies

- carried out, has agreed to provide to the Owner the services as contemplated in this Contract;
- d) It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
 - e) It shall procure vehicles and manpower suitable for the purposes of this Contract to render services as contemplated in this Contract;
 - f) The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of the Owner;
 - g) It shall duly pay the duties, taxes and levies as are set out in this Contract, which are to be paid by the Contractor;
 - h) There is no action, suit or proceeding, at law or in equity, or to the best of its knowledge, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this Contract or on the validity or enforceability of this Contract;

23. Force Majeure :

23.1. General:

An "Event of Force Majeure" shall mean any event or circumstance not within the reasonable control, of the Party affected, but only if and to the extent that:

- a) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;
- b) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

- c) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract; and
- d) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with Article 14.1

23.2. Specific Events of Force Majeure:

Subject to the provisions of Article 14.1, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

The following events and circumstances:

- a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and Explosions or fires
- b) Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;
- c) Declaration of the Site as war zone.
- d) Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

23.3. Notice of events of force majeure:

If a force majeure event prevents a party from performing any obligations under the Contract in part or in full, that party shall:

- a) Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event
- b) Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event
- c) Use all reasonable efforts to resume full performance of the obligation as soon as practicable

- d) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis Provide prompt notice of the resumption of full performance or obligation to the other party.

23.4. Mitigation of events of Force Majeure :

The contractor shall:

- a) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the Contract;
- b) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
- c) Keep the Owner informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

23.5. Burden of proof :

In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Contract. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

23.6. Terminations for certain events of force majeure :

If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Owner and neither Party shall be liable to the other for any consequences arising on account of such termination.

24. Risk & Cost :

If the Contractor fails to execute the work as per specification / as per the direction of Engineer's In-change within the scheduled period and even after the extended period, the contract shall got cancel and Owner reserves the right to get the work

executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

25. Termination :

The OWNER reserves the right to remove or add any area/Sub division/division from the scope of work so assigned to the CONTRACTOR if the circumstances so warrant with giving 30 days' notice without assigning any reason and it shall be binding to Contractor. All such cases shall be dealt with mutual agreement and the revised price shall be jointly agreed between Owner and Contractor. In case, a mutual consensus on revised price and other terms & Conditions is not reached between Owner and Contractor. The Owner reserves the right to terminate the contract with suitable notice period and allocate the same to any other contractor.

Further During the course of the execution, if at any time the OWNER observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the CONTRACTOR not found satisfactory, the OWNER reserves its right to cancel/ terminate this Agreement giving 30 days' notice without assigning any reason and the OWNER shall recover all damages including losses occurred due to loss of time from the CONTRACTOR. On receipt of such notice the CONTRACTOR shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. The CONTRACTOR shall hand over the OWNER all drawing/documents prepared for this contract up to the date of cancellation of order.

26. Workmen Compensation :

The Contactor shall take insurance policy under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the CONTRACTOR however engaged to undertake the jobs covered under this order and a copy of this insurance policy shall be given to Owner for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the CONTRACTOR, the CONTRACTOR shall certify for the same.

The CONTRACTOR shall keep the OWNER indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the CONTRACTOR in carrying out the job involved and against costs and expenses, if any, incurred by the OWNER in connection therewith and without prejudice to make any recovery.

The OWNER shall be entitled to deduct from any money due to or to become due to the CONTRACTOR, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the CONTRACTOR shall abide by the decision of the OWNER as to the sum payable by the CONTRACTOR under the provisions of this clause.

27. Third Party Insurance :

Before commencing the execution of the work the CONTRACTOR shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/ the OWNER engaged or not engaged for the work of the OWNER, by or arising out of the execution of the work or temporary work or in carrying out of this Agreement. For third party insurance policies, the contractor shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / Owner and shall arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at contractor's own cost.

28. Insurance Policy for Life cover :

Contractor must take Life Insurance Policy for staff engaged by him for this work to insure against any loss of life which may occur during the contract for the work of the Owner. The Policy shall have coverage of Rs. __Lacs (Death+ Permanent Total Disability + Partial Permanent Disability due to external accidents). The Premium amount for such life cover policy shall be reimbursed at actual to the Contractor by the Owner as mutually agreed.

29. Arbitration :

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with the proposed Agreement. If the same remain unresolved, within fifteen (15) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by a sole arbitrator to be appointed by the Owner. The decision of the arbitrator is final and binding upon both the parties. The arbitration proceeding shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be Kolkata only.

30. Indemnification :

Contractor shall indemnify and save harmless OWNER against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from:

- a) Any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order.

- b) Any act or omission of contractor or its employees or agents.
- c) Any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by OWNER.

Contractor shall at all times indemnify OWNER against all liabilities to other persons, including the employees or agents of OWNER or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to OWNER by the claims of such person.

31. Governing Laws and jurisdiction :

The proposed Agreement shall be construed in accordance with and governed by Laws of India. The courts of Kolkata shall have the exclusive jurisdiction in all matters arising under this Agreement.

32. Notices :

All notices required or provided for in this Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by registered mail with acknowledgement due at the address mentioned herein:

India Power Corporation Ltd.
Plot No- X, 1,2 & 3,Block-EP, Salt lake, Sector-V
Kolkata-700091, West Bengal

33. Performance :

The performance of the CONTRACTOR shall be reviewed by the Owner for the work done by the CONTRACTOR. If the performance of CONTRACTOR not found to be satisfactory, the contract shall be terminated and communicated to all concerned.

34. Entire tender /agreement :

This tender including all Schedules attached hereto contains the complete understanding between the OWNER and the CONTRACTOR with respect to the matters contained herein and supersedes all other agreements, whether written or oral with respect to the matters contained herein.

35. Amendment :

Any modification, amendment or other change to this Agreement shall be affected only by a written instrument signed by the authorized representatives of both the OWNER and the CONTRACTOR.

36. Environmental, Health & Safety Plan :

36.1. Occupational Health & Safety :

- a) The contractor shall ensure that safety of all the workers, materials, Installation and equipment belonging to him or to others and working at the site is ensured through effective and practicable safety management systems.
- b) The contractor shall be responsible for compliance to provisions of all safety requirements under various notices, acts, rules and relevant applicable legislations.
- c) The contractor shall comply with all health and safety requirements as deemed necessary by IPCL from time to time.
- d) Works shall be carried out by the contractor after taking necessary "Permit to work". Also the work shall not be carried out without use of Protective equipment like shoes, safety belts, helmets etc. adhering to safety compliances.
- e) Contractor shall ensure no unauthorized occupation of S/Stn and proper locking of sub-stations. Any deviation from this rule shall be reported to the Engineer-in-charge.

37. OHS Policy :

The contractor as per requirement of CEA 2010 Act & Rules shall follow the Health & Safety policy of IPCL

The contractor shall implement health & safety management systems in accordance to IPCL health & safety policy and ensure that intentions of such health & safety policy are met.

38. Health & Safety Plan :

- a) Within 4 weeks of the notification of acceptance of the tender, the contractor shall submit a detailed and comprehensive Contract specific health & safety plan and HIRA (Hazard Identification & Risk Analysis) to IPCL. This plan shall necessarily include detailed policies, procedures, method statement for each activity to be performed and regulations which, when implemented, shall ensure compliance of the contract provisions stated herewith.
- b) The contractor shall submit health & safety plan for such activities required to be carried out under the awarded contract as deemed necessary by IPCL.

- c) Health & safety plans, procedures, method statements, etc. developed & submitted by contractors shall be reviewed and approved by designated authorities of IPCL.
- d) Once the health & safety plans, procedures, method statements, etc. shall not be changed without prior review and approval by designated authorities of IPCL.

39. OHS Organization & Responsibility :

- a) The contractor supervisor shall play the role of safety supervisor also simultaneously as contractor has to ensure that their competency in safety or EHS with 40 hours training from reputed agency or trainer, which should verify earlier by IPCL safety department accordingly. The Training certificate should not be more than one year old.
- b) Apart from the above as a Owner of the Owner contractor & their other key person is also responsible for safety compliance and related issues.
- c) First Day at Work -Induction Training and Issuance of ID-Card
- d) The contractor shall ensure that all his workers have under gone the safety induction and have been issued with a valid ID card prior to start work at IPCL site.
- e) All contractor workers shall undergo above as per the IPCL site specific procedure issued from time to time.
- f) The contractor shall ensure that no worker is in any O&M activities until the valid ID card is issued and the same is available by each worker at site including that of sub-contractor(s).
- g) In case any worker lost the ID card issued to him, the contractor shall ensure that such incidences are promptly reported to IPCL and duplicate or new ID card is issued immediately after completing formalities as deemed necessary by IPCL.

40. Provision of Safe Working Conditions :

The contractor supervisor shall be allowed to start work at site only after proper verification of adequacy of safety gears/PPE required for the specific job at site by the Safety personnel/Site Engineer of IPCL.

41. PPE Requirement :

Contractor has to ensure the quantity and quality of PPEs and continuous uses of following PPE's by his staff.

S.No	Name of the PPEs	Lineman/Fitter	Helper	Supervisor
1	Safety Helmet	√	√	√
2	Full body Harness (Positioning Belt)	√	X	X
3	Electrical hand gloves	√	√	X
4	Safety Shoes	√	√	√
5	Safety Goggles	√	√	√
6	Reflective jacket	√	√	√

41.1. Contractor has to ensure for proper distribution of required PPE's among their workers with receiving in attached format (Annexure-4). The entire issuance format duly signed by individual worker and to be verified /certified by concern BU head.

42. Integrated Management System & Audits :

- 42.1. The Contractor shall work in the framework of IMS and shall maintain documentation as prescribed by IPCL.
- 42.2. All the contractors during their currency of contract shall strive to continuously improve and demonstrate strict compliance to ISO 14001 & OHSAS 18001 standards of IPCL.
- 42.3. To verify compliance and to continually improve management system, all contractors shall be subjected to both internal & external audits.

43. Working at Height :

- a) The Contractor shall ensure that all works carried out at a height of 2 Meter or more shall only be started after obtaining a permit to work at height, which shall be issued as per the procedure of IPCL by authorized personnel.
- b) The contractor shall ensure that all control measures mentioned and agreed through above work permit or as deemed necessary by IPCL are enforced and complied all the time during activities carried out at height.

44. Reporting of incidents & Dangerous Occurrences :

In case of any accident occurs during the O&M activities undertaken by the Contractor thereby causing a dangerous occurrence or any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be sole responsibility of the Contractor to promptly inform the same to divisional head in prescribed form and also to all authorities envisaged under the applicable laws.

45. Suspension of Work :

- 45.1. IPCL shall have the right at its sole discretion to suspend the work till compliance of safety norms, if in its opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of persons and / or property, and / or equipment.
- 45.2. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury / accident and he shall comply to remove all shortcomings promptly. Decision of IPCL shall be conclusive and binding on the contractor in such aspects.
- 45.3. The Contractor shall not be entitled to damages / compensation for suspending of work due to safety reasons and the period of such stoppage of work shall not be taken as an extension of time for completion of the facilities as per the work order and shall not be the ground for waiver of levy of liquidated damages.
- 45.4. The contractor shall follow and comply with all safety Rules of IPCL, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any inconformity between statutory requirement and safety rules of the IPCL referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.

46. OHS Appreciation Policy :

If the contractor observes all the safety rules and codes, statutory laws and rules during the period of the contract awarded by IPCL and no accident occurs then IPCL may consider the performance of the contractor and safety score card shall be prepared. The best contractor shall be appreciated by suitable "Safety Award" as per scheme as may be announced separately from time to time.

47. Safety Motivational Scheme for Contractor Employee :

- 47.1. All contractors must reward their employee monthly for "Best Worker" in terms of complying safety norms. They should honor with a gift of Rs 500/- (Five Hundred) with commendation certificate to motivate others towards safety compliance. The record with photograph should kept with them & also to be submitted to IPCL safety department. Contractor may ask to IPCL safety people for their presence during awarding time.

- 47.2. All contractors have to observe safety day / week on 4th March to 10th March every year with proper planning and record to create safety awareness inside their organization. A detail report of observing the same to be forwarded to respective Business Unit of IPCL every year.

48. GUIDELINES FOR PENALTY POLICY IMPLEMENTATION :

- 48.1. Total penalty shall be calculated by multiplying the number of safety violations and the penalty amount specified for such violations. (Example – if at first offence 3 persons are found working without safety helmet, the penalty would be 3 x 2000= Rs 6000/-.
- 48.2. The amount of penalty can be increased or decreased based upon the seriousness of safety violations. The decision of recommending authority shall be final one.
- 48.3. Recommending authority shall fill the Annexure-1 based upon his factual observations and shall send it to Division Head and Safety in charge who in turn shall reject or accept

Annexure-I

India Power Corporation Limited

Safety Violation Penalty Policy

<u>Class</u>	<u>Type of Offense</u>	<u>Penalty detail</u>	<u>Execution Process</u>
<u>A</u>	Not wearing safety helmets/safety shoes/safety goggles/ Electrical insulated hand gloves/ Not using electrically safe tools and equipments	<u>First offense</u> Warning note & fine of Rs 1000/- <u>Second offense</u> Warning note & fine of Rs 200/- <u>Third Offense</u> Note of recommendation of the concerned workmen/supervisors for termination of his jobs & fine of Rs 6000/-	❖ Recommendation by BU head ❖ Approval by Safety/Quality Head ❖ Deduction by finance & Accounts
<u>B</u>	Not wearing Full Body Harness / fall arresters while working at a height more than 1.8 meters or wherefrom a person may fall. Not using safety nets to arrest falling objects and personnel. (poor quality)	<u>First offense</u> Warning note & fine of Rs 2000/- <u>Second offense</u> Warning note for dismissal & fine of Rs 3000/- <u>Third Offense</u> Note of recommendation of the concerned workmen/supervisors for termination of his jobs & fine of Rs 10000/-	❖ Recommendation by BU head ❖ Approval by Safety/Quality Head ❖ Deduction by finance & Accounts
<u>C</u>	Any other unsafe work practices or condition which is considered having potential	<u>First offense</u> Warning note & fine of Rs 6000/- <u>Second offense</u> Warning note for dismissal & fine of Rs 8000/-	❖ Recommendation by BU head ❖ Approval by Safety/Quality Head Deduction by finance & Accounts
<u>D</u>	Fatal Accident due to non-compliance of safety norms	Fine of Rs 2,00,000/-	❖ Recommendation by BU head ❖ Approval by Business Head ❖ Deduction by finance & Accounts

Annexure-II

India Power Corporation Limited

Safety Appreciation & Violation Memo

Division / Area: _____

Date & Time:

Name of the Contractor: _____

Activity:

Name of BU Head: _____

Appreciation/Penalty Memo #

S.No	Safety violation details	Class (A/B/C/D)	No.of Violations	Penalty per violation (₹)	Penalty Amount (₹)	Remarks

Safety Appreciation violation Note:

Recommended by:
date:

Name: _____

Designation: _____ Sign &

Approved by:

Annexure-III

India Power Corporation Limited

(Name of Site)

Monthly Status – Accident / incident

Location / Area: _____

Date & Time:

Name of the Contractor: _____

Table-1: Summary of Accident/Incident/Near Miss/Dangerous Occurrences/First Aid:

S.N	Type of accident/incident/near miss/Dangerous occurrences/first Aid	Person Injured	Brief Description
1			
2			
3			
4			
5			

Table-2: Learning from Incidents:

S.N	Brief Description	Root Cause	Recommendation
1			
2			
3			
4			
5			

Table-3: Summary of person Injured:

S.N	Name of Employee / Employee ID/Code	Type of Injury	Duration of medical rest
1			
2			
3			
4			
5			

Table-4: Safety Inspections / Violation:

S.N	Date	Location	Discrepancies	Compliance
1				
2				
3				
4				
5				

Table-5: Health and Safety complaints / suggestions:

S.N	Date	Location	Complaints / Suggestions
1			
2			
3			
4			
5			

Measures to avoid reoccurrence for all above mentioned discrepancies (Attach relevant documents if required)

Signature / Date: _____

Annexure-IV

India Power Corporation Limited

(Name of Site)

Format – PPE's Receipt by Workers

Division: _____

Date & Time: _____

Name of the Contractor: _____

S. N	Name	Designation	Safety Helmet	Electrical insulating hand gloves	Full body harness	Safety Shoes	Safety goggles	Reflective jackets	Signature

Signature of Contractor: _____

Date: _____

Annexure-V

India Power Corporation Limited

Statutory Requirement

The Contractor should obtain and submit the following details before commencement of work.

- ✓ Certificate of registration under Contract Labour (R&A) Act 1970.
- ✓ PF code no & all employees to have PF A/c No. under PF Act, 1952.
- ✓ All employees to have a temporary or permanent ESI card as per ESI Act or suitable mediclaim policy with family or floater.
- ✓ ESI registration No.
- ✓ To follow minimum wages Act prevailing in the state.
- ✓ Salary / Wages to be distributed not later than 10th of each month in presence of Division-in-Charge. A certificate to this effect should be certified and enclosed with the bill.
- ✓ To maintain wage cum attendance register.
- ✓ To maintain first aid box at site.
- ✓ GSTN registration number.
- ✓ Electrical License.
- ✓ Workmen compensation policy.
- ✓ Third party Insurance policy.
- ✓ Group personnel accident policy for all employees (Minimum of Rs 4.00 lacs)
- ✓ The Contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:
 - a) Has paid minimum wages to his manpower
 - b) Deduct and deposited ESI /PF contribution. Copy of the same shall be submitted.

The Contractor should ensure the following compliances before commencement of work.

THREE TIER PROCESS:

1) Requirement for clearance for commencement of work.

All Contractors at the commencement of contract will provide the following compliances in form COW FORM- before actual commencement of work by contractor

- a) Filling Compliance in Form –I COW
- b) Copy of PF code allocation letter
- c) Copy of ESI code allocation letter
- d) Copy of Insurance Cover taken under Employees Compensation Act 2009, if applicable.

- e) Copy of Contract Agreement
- f) Copy of Indemnity Bond (if applicable)
- g) Affidavit with regard to payment of wages through cheques and bank transfer only and declaration for compliances under various labor laws.

2) Requirement on monthly basis from contractors:

The Contractor on monthly basis requires to be submitted following documents /challans to GM (HR) by 12th of every month-

- a) **Contractor should ensure submit of PF & ESI challans with ECRs** containing PF & ESI account number of their employees.
- b) **Contractors should provide copy of wages / salary register & attendance register** every month and also excel sheet of salary /wages register (Previous month).
- c) **Contractors should ensure that UAN numbers of all workers be got activated** so that the workers can get their E-pass books and even know about deposition of PF.

3) Requirement on Expiry of Contract:

On expiry of contract, the contractor has to submit compliance for getting NOC as following from Corporate –HR dept. For release of payment. During the NOC process of the contractor the payment of the contractor will be put on **HOLD** as per following table:

S.N	Condition	Remark
1	If contractor is not working in IPCL	50% of last month bill amount
2	If contractor is working in IPCI	20% of last month bill amount

Scope of Work

Preface: Electricity network and equipment mounted in the same is back bone of Power distribution business. It is important to ensure good health of the network. With usage, time accident, over loading etc, one can expect faults in the network which has to be maintained. The process of maintenance involves network survey, analyze the operational parameters, preventive maintenance, to attend break down and faults and help in carrying out improvement network related schemes.

IPCL is looking for well experienced, Class-A electrical contractor, who can provide manpower / resources along with management staff to take **responsibility of maintenance and attend fault in network from 33kV & 11kV grid panel to consumer meter i.e mainly HT & LT network.**

IPCL is also looking to strengthen its **Meter-to-Cash activities** which includes installation / replacement of consumer / system energy meters, recording of meter readings, distribution of electricity bills basically MRBD activities. The Contractor will also be responsible for follow-ups / disconnection of outstanding bills.

Apart from maintaining the network from electrical supply point of view, the work scope includes ensuring network safety for users / consumers / animals/ residents in the area. Needless to say, it also includes aesthetic of network.

Purpose: Performance based on delivery across following deliverables-

- **Outage Reduction**
- **Maintenance Cost Optimization**
- **Reliable and Quality power supply to enhance customer satisfaction**
- **Asset life enhancement by proper operation & maintenance**
- **Quality & Safety of equipment, surrounding, manpower, users**

A. Job Details :

1. Engagement of agency shall be made for particular circle **SPS/DPS** for repair & maintenance (includes preventive & breakdown) of lines, substations, DTCs up to & including 33 kV voltage level.
2. The repair & maintenance in respect of above shall not include major breakdown which is declared by respective circle In charge.
3. Each shift is of 12 hrs daily.
4. **Though the team has been engaged in a specified area of operation, the team should be ready to work at any other circle, in exigency, under supervision of engaged officer of the respective circle.**
5. The enlisted contractors having provident fund, ESI registration, labour license & service tax registration certificate will only be deployed for this contract. However in case of any ESI non applicability areas, ESI registration is not mandatory.
6. No sub contracting will be allowed by the agency/contractor for execution of this job.
7. The engaged skilled & semiskilled labour shall possess Workmen's permit for voltages up to 33 kV & shall possess adequate expertise for repair & maintenance.
8. Contractors engaged shall maintain one job register which should daily signed by contractor/ contractor's representative who actually performed the job, which is to be certified by IPCL engineer under whose supervision job is completed.
9. The entire employee's of contractor must carry photo identity cards. The names of the employees shall be recorded prior to their engagement with photo & father's name etc.
10. The contractor must intimate in writing the mobile phone numbers of employees to the respective circle head.
11. Contractor has to provide one exclusive mobile along with SIM card. IPCL will provide Rs 300/- per month per shift for rechargeable coupon or bill payment. Contractor has to claim this amount in his monthly bill.
12. For maintenance work, all required materials shall be issued by IPCL on requisition from the concerned store. A minimum quantum of necessary material shall be provided to the engaged contractor as material advance for which reconciliation statement shall be provided at each month & copy of same shall be attached with monthly claim for verification by drawing & disbursing officer of the respective circle. Unnecessary blockage of the materials at contractor's end shall be treated as disqualification to the contract performance.
13. All the jobs to be carried out in consultation with respective IPCL authority.
14. The monthly rate contract as mentioned above in respect of repair & maintenance have been calculated on the basis of minimum wage in respect of skilled, semi-skilled & unskilled labour as published by the joint labour commissioner, labour dept, Govt of west Bengal.
15. Monthly contract charges shall be reviewed periodically for increase or decrease in the rates in line with the minimum wages as per the notification of the labour dept, Govt of West Bengal, otherwise rates will remain firm.
16. Rates are Inclusive of all statutory compliances like ESI, PF, Insurance etc & Service charges as applicable.

17. The Contractor will be solely responsible for control in all respect over his employees and directing them, monitoring their performance, rewarding them or taking any disciplinary action.
18. Contractor will have to provide all the necessary tool kits, PPEs to each of the employee.
19. All safety measures during execution of job has to be strictly maintained & is the whole responsibility of contractor.
20. Prior to engage labours, contractor has to get it approved from respective circle head.
21. Contractor has to produce the medical fitness certificate of each employee every year or as & when demanded by IPCL authority of any employee.
22. In case any loss suffered by IPCL due to negligence on the part of the contractor in course of carrying out the execution order placed on them, necessary deductions shall be made for the pending bills of the respective contractor.
23. The performance of contractor for repair & maintenance (breakdown & preventive) will be evaluated on monthly basis on different points such as maintenance vis-a-vis interruption, quality of work carried out, employee behaviour, response time to faults, job register, material reconciliation etc.
24. Either party can terminate the contract with sufficient reason by giving 30 days clear notice in advance.
25. Contractor labour should maintain the discipline while performing the duties with due diligence.
26. Performing duties in toxicated conditions will not be allowed, and if any complaint with sufficient proof received against any engaged contractor labour or found in toxicated condition while performing their duties, the same will brought to the notice of the contractor & he has to terminate that person/s immediately.

B. Compliance of Statutory Obligations :

1. For the purpose of better & effective compliances of statutory obligations, IPCL has made provisions in the rates for reimbursement of provident fund @13.36%, bonus @8.33% & ESI @4.75% (In case of non ESI applicability areas, contractor has to purchase a mediclaim policy in the name of each labour separately. No group Mediclaim insurance will be allowed.)
2. The contractor shall ensure that their employees should get wages as fixed in the order was issued by IPCL time to time & comply with statutory provisions of EPF & Misc. Provisions Act 1952, E.S.I. Act, contract labour (Regulation & Abolition) Act, 1971 & other relevant labour laws as well as circulars / orders of the company.
3. The contractor while submitting the bill must enclose form no ECR as per PF scheme, 1952 positively in token of proof towards payment of provident fund contribution to provident fund authority. The contractor must also submit a statement indicating the names of the contractor labours along with their wage etc towards deposit of EPF & pension fund as per circular dtd 26.03.2008 of the Director HR.
4. All the labours are to be provided necessary weekly off- days & National Holidays. However, such weekly off days & National holidays shall be allowed on staggered basis

amongst the particular group so that the maintenance & operation work of the aforesaid jobs are not affected.

5. Monthly duty roaster should be prepared by the contractor prior to beginning of each month & submitted to the respective in charge.
6. The contractor suitably arrange for substitute labour in case of absence of regular labour accordingly with prior notification & approval to respective circle head.
7. The payment to the labours has to be made before the expiry of 10th working day in each month in presence of authorised representative of IPCL. However the contractor may pay the salary to its worker directly through bank account of the individual worker, in that case a certificate is to be provided by contractor in this effect.
8. It is mandatory to submit a declaration from each of the contractor labour that they received minimum wages as per statute including other statutory benefits which should be submitted to respective circle head.
9. If the contract labour meet an accident while working on the system of the company resulting in death or loss of earning capacity of the labour, his legal heir(s) / concerned labour (In case of loss of earning capacity) shall be entitled to compensation as per Employees Compensation Act, 1923 & such compensation shall be recovered from the contractor.
10. The contractor will have to maintain attendance register i.r.o.the deployed employees & also to maintain register of workmen, master roll, register of wages etc as per WBCL (R&A), Rules 1972.
11. The respective circle head must certify the performance the performance of the respective contractors so engaged in repair & maintenance (break down & preventive) on monthly basis along with certified monthly bills.

C. Vehicle

1. The contractor will have to provide vehicle, **for each team**, with drivers for attending the daily maintenance activities.
2. The four wheel vehicle should be provided having sufficient seating place to the 6 nos in driver's cabin.
3. The vehicle should have facility for carriage of material.
4. The vehicle shall be utilized for the jobs as specified as per the direction of respective circle head.
5. Vehicle should not be older than 3 years.
6. All vehicles should have painted lable as "Emergency Service INDIA POWER" in front & back side of the vehicle.
7. The driver so engaged by the contractor should have valid & requisite driving licence of compatible vehicle. The contractor shall issue photo identity card to driver also.
8. As per motor vehicle act, all statutory provisions has to be compiled by contractor
9. In case of breakdown of vehicle, contractor has to arrange immediately for the substitute vehicle. Failure to provide substitute vehicle payment for the day will be deducted.

Detail SCOPE OF WORK for Operation and Maintenance of the system

System: LT and HT system (33kV / 11 kV / 0.4 kV / 0.23 kV)

Maintenance

1. Maintenance work of 11kv s/stn
2. Maintenance work of LT and HT system (33kV / 11 kV / 0.4 kV / 0.23 kV)
3. Maintenance of LT switch gear
4. Maintenance of HT switch gear
5. Maintenance of transformer
6. Maintenance of allied equipment
7. Earthing
8. Feeder pillar & services pillar
9. No current complaints
10. Breakdown maintenance of LT and HT system
11. Attending of breakdowns pertaining to s/stn.
12. Network securitization

Meter – to – Cash Activities

13. Installation / Replacement of Consumer / System Energy Meter
14. Recording of Meter readings
15. Distribution of Electricity Bills
16. Follow-up / Disconnection of outstanding bills

Detailed Scope of work covered under division AMC (including to that of Preventive and Predictive maintenance) shall be as following:

1. MAINTENANCE WORK OF 11KV S/STN

- 1.1. Ensuring proper locking of substations, Feeder Pillars besides substation, Service Pillars, Bus bars and Distribution Boxes (Lock/ chain shall be provided by IPCL)
- 1.2. General cleaning of manned/unmanned sub-station (indoor, kiosk, plinth/pole mounted) & all equipment for proper housekeeping including removal of weeds grass, malba, any other vegetation, jallas (spider webs) and scavenging etc.
- 1.3. Reconditioning, replacement of Silica Gel/ Breather.
- 1.4. Regular maintenance of WTI / OTI records: Periodicity to be communicated
- 1.5. Periodic checking, cleaning, refilling & topping up transformer oil.
- 1.6. Secondary termination checks and reconnection of the panel with Bus bar etc.
- 1.7. To test earthing & wherever result not found OK, to install fresh ground earthing and to install additional earthing if required, material to be provided by IPCL. The earth results for new earthing should be <1 ohm.
- 1.8. Plugging of power cable entry points in the sub-station as and when required with tripate arrangement
- 1.9. Cable gland earthing of H.T & L T Cables.

- 1.10. Repairing of Gates/ Doors with installation of Locks and minor repairing of shutters with greasing.
- 1.11. Ensuring the existence/installation of M S Sheets on back side and front side of panel prior checking the internal panel wiring
- 1.12. Repairing / rearranging of the earthing Grid.
- 1.13. Checking of clamps, socket & taping of joints etc. replacement of bushing rods/ plugs wherever required.
- 1.14. Replacement of broken/damage spout/insulator wherever required.
- 1.15. Minor repairing and re-fixing of existing fencing wherever required excluding material.
- 1.16. Draining out of rain water from the trenches during rainy seasons.
- 1.17. Providing earthing continuity of HT panel/ Transformer/ LT board and Switches and any other metallic part work with the existing running earth wire after proper binding/ cleating wherever required.
- 1.18. Spreading of grabbles as and when required in switch yard
- 1.19. Fire extinguisher periodical inspection
- 1.20. Replacement / repair of cross shield wires of the substation

2. **MAINTENANCE WORK OF LT AND HT SYSTEM:**

- 2.1. Trimming of trees on entire O/H circuit route as per SLD
- 2.2. Naming of incoming & Outgoing Cables.
- 2.3. Removal of Bird Nests, ribbon, banners, posters etc. from poles and UG/OH junction point
- 2.4. Removal of Cable TV wires / billboards from poles as directed by Division in-charge.
- 2.5. Strengthening of MS pole with proper angle iron and muffing.
- 2.6. Inspection and replacement of broken HT/LT Pole and installation of new poles as per requirement (limiting up to 5 nos new poles in a month).
- 2.7. Fixing of PG Clamp on jumpers prior checking the condition
- 2.8. Replacement of X-arms of available size/ two line bracket/ shackle strips / D Clamp.
- 2.9. Repairing of the broken guard wire also providing Tillie (Guard Tillie) in it.
- 2.10. Repairing /Replacement of Bus Bar for all type of substations.
- 2.11. Cable Gland Earthing of HT & LT Cables.
- 2.12. Repairing /Replacement of stay set.
- 2.13. Fixing of MS Clamp & Wooden Cleats for supporting Cables wherever necessary
- 2.14. Fixing of Catenary's System with S/C Cable lead of all size
- 2.15. To test earthing & wherever result not found OK, including DTRs Star point earthing, to install fresh ground earthing and to install additional earthing if required

(at least 3 earthings /km). Material to be provided by IPCL. The earth results for new earthing should be <1 (ohm).

- 2.16. Straightening of PCC / Tubular MS poles with reinforcing
- 2.17. Repair / Replacement of DB's / piercing connectors / Eye hooks / suspension clamp / dead end clamp.
- 2.18. Ensuring proper locking / sealing of DBs.
- 2.19. Ensuring earthing of DBs with messenger wire.
- 2.20. Repair / re-sagging of Bare / AB cable / GI wire of all sizes.
- 2.21. Replacement/ repair of hardware fitting / equipment / accessories of HVDS.

3. MAINTENANCE OF LT SWITCH GEAR

Routine maintenance of switch gear and LT ACB, cleaning of the bus bar, fixing of MS Sheets on the S/G panels wherever required. Closing of LT panel/ACB doors. The chain and lock of the sub-station is required to be checked and to be fixed in case missing/ damaged. The spares and all the materials shall be supplied by IPCL.

4. MAINTENANCE OF HT SWITCH GEAR

Routine maintenance of HT switch gears, cleaning of the bus bar, fixing of MS Sheets on the S/G panels wherever required. Closing HT panel doors, maintenance of heaters in HT Panels. To replace oil, damaged male/female contact or any other part, if required, checking of RMU/OCB/VCB operating mechanism, if any including oiling and greasing. Required spares and oil shall be supplied by IPCL.

The chain and lock of the sub-station is required to be checked and to be fixed in case missing/ damaged. The spares and all the materials shall be supplied by IPCL.

5. MAINTENANCE OF TRANSFORMER

Reconditioning, replacement of silica gel/ Breather. Checking of HT/LT leads, clamps, socket and tapping of joints etc., replacement of bushing rods / plugs wherever required, checking of oil leakages and plugging thereof including topping oil etc. General cleaning of Transformer HT/LT busing. Maintenance of HT/LT wooden cleats etc. as and when required.

6. MAINTENANCE OF ALLIED EQUIPMENT

Alignment / repair of GOB switch and replacement of GOB switch/ DD Fuse if necessary, Repairing and replacement of LT ACB of all capacities. Repair/replacement of jumper including bus bar and proper cleating of HT/LT cables. Spares shall be provided by IPCL. Fixing of the wooden cleats as required.

7. EARTHING

Fixing cable end box in the LT switch gear and making proper earth connection, earthing of cable glands including crimping of sockets, fabrication and fixing of wooden cleats as required, checking of neutral/body earthing and if result found beyond the limits fresh ground earthing be provided at each substation. Providing earthing continuity of HT panel/ Transformer/ LT Board and switches and any other metallic part work with the existing running earth wire after proper binding/ cleating wherever required and maintaining proper record of earth results of each substation. Material shall be provided by the IPCL.

8. FEEDER PILLAR & SERVICES PILLAR

- 8.1. Ensure proper locking
- 8.2. Replacement of Fuse carrier post checking of current carrying conditions
- 8.3. Replacement of Fuse kit Kat
- 8.4. Repairing /Replacement of Bus bar
- 8.5. Dressing of I/C. & O/G. Cables and its termination points
- 8.6. To attend any leakage / pilferage in Feeder Pillar or Service Pillar (equipments)
- 8.7. To tighten all the I/C and O/G cables terminals/ sockets/ joints.
- 8.8. Fixing/ repairing doors and locking arrangement
- 8.9. Cable gland earthing of L.T. Cables.

9. NO CURRENT COMPLAINTS –

- 9.1. Repairing the s/line meter terminal
- 9.2. Replacement of Piercing connector / DBS
- 9.3. Bypassing of burnt meter
- 9.4. Repairing of Service line Jumper
- 9.5. Replacement of pillar fuse / DT fuse / DD fuses
- 9.6. Repairing of main line LT / HT Jumper
- 9.7. Repair/Replacement of broken/faulty (O/H & U/G) service line
- 9.8. Isolation of network in case of leakage
- 9.9. Repair of broken conductor
- 9.10. Attend current leakage complaint
- 9.11. Replacement/repair of bus bar boxes
- 9.12. Repair / replacement of LT AB Cable and accessories
- 9.13. To attend TCNR/TCR complaint
- 9.14. Restoration of supply of consumer as per WBERC norms in any case to give the ATR / proper feedback of each complaint
- 9.15. To attend emergency / PCR complaints

10. Breakdown of LT and HT System:

- 10.1. Installation / replacement / repair of all type hardware fittings in bare conductor network / LTAB as well as HVDS networks including repairing/replacement of line jumper/ shackle jumper / line accessories
- 10.2. Repairing /Replacement of Cable and OH Jumpers
- 10.3. Sagging of Conductor/ GI Wire of all type LT AB / HT AB Cable
- 10.4. Fixing / Re-fixing of spacers in overhead lines
- 10.5. Repairing/Replacement of snapped conductor /AB cable or any part/equipment/ accessories of HT/LT network
- 10.6. Fixing / replacement / repair of connection hooks / piercing connectors
- 10.7. Disconnection & reconnection work of any nature including MRO
- 10.8. Repairing /replacement of G.O.B. switch / D. D. unit
- 10.9. To assist FLC team
- 10.10. To assist HT/LT breakdown team
- 10.11. Replacement of all type of Insulator.
- 10.12. Replacement / repair of stays

11. Attending of Breakdowns Pertaining To S/Stn.

- 11.1. Replacements / repair of burnt HT/LT lead/socket
- 11.2. Replacement of defective/brunt/damaged/Low IR distribution transformer of all type and size including transportation, loading unloading and dragging if required from store to site or from site to site
- 11.3. Returning of defective/brunt/damaged Transformers to Store/Yard
- 11.4. Transportation of mobile Transformers to and from site. Making of HT/LT/earthing connection including tapping of live parts of HT/LT cable / LT / HT leads for restoration of power supply
- 11.5. Repair/replacement of burnt / damage LT ACB/SWITCH /LT board including, modification of MS structure if required including connection, tapping of live parts of HT/LT cable / LT / HT leads
- 11.6. Digging & refilling work of any nature required for breakdown maintenance (excluding cable faults)
- 11.7. To & fro Transportation of man and materials
- 11.8. Replacement / repairing of HT cable and LT lead between switchgear and transformer including preparation and termination and fabrication of MS Frame / wooden Cleats wherever required
- 11.9. In emergency replacement of C.T/P.T including modification of mounting structures if required
- 11.10. To attend Break Downs including cleaning of bus bar/panels, etc.
- 11.11. To assist for repairing of OCB/ VCB / RMU operating mechanism and repairing of tripping system prior checking the tripping circuit.

11.12. Trimming of trees as per site requirement in consultation with Sub-Division In-charge.

12. Network Securitization

12.1. Removal of illegal tappings

12.2. Locking of S/Stns, Feeder pillars, service pillars and DBs.

Additional Points -

- Every Pole to be numbered.
- Every DTC to be named and numbered.
- Every Minipillar / feeder pillar to be numbered.
- DTC nos. shall be different series for each Zone.
- Transformer on Wheel should arranged and keep in emergency with different leads.(DTC shall be higher capacity)
- Local control room for each zone.
- Phone nos. of respective control rooms shall be print on respective areas consumer light bills.

Note: Any other work which is required to maintain the system i.e. Substation, HT/LT system, feeder pillar/ service pillar etc., not mentioned above shall be done by the contractor. Material and planned shutdowns shall be arranged by IPCL and required T&P to be provided by the contractor. Scope may be revised in case of requirement and will be in contractor scope.

Manpower Details Circle-wise

DPS CIRCLE

DPS	Team 1- 12hrs (06:00 hrs to 18:00 hrs)			
Manpower	QTY	HRS	Rate	AMOUNT
Supervisor(DEE/BE)	1	12		
Linemen(OH)/Electricain	1	12		
Helper	6	12		
Vehicle with driver	1	12		
Total				0
GST @18				0
Grand Total				0

DPS	Team 2- 12hrs (06:00 hrs to 18:00 hrs)			
Manpower	QTY	HRS	Rate	AMOUNT
Supervisor(DEE/BE)	1	12		
Linemen(OH)/Electricain	1	12		
Helper	5	12		
Vehicle with driver	1	12		

Total	0
GST @18	0
Grand Total	0

DPS	Team 3- 12hrs (18:00 hrs to 06:00 hrs)			
Manpower	QTY	HRS	Rate	AMOUNT
Supervisor(DEE/BE)	1	12		
Linemen(OH)/Electricain	1	12		
Helper	4	12		
Vehicle with driver	1	12		
Total				0
GST @18				0
Grand Total				0

SPS CIRCLE

SPS	Team 1- 12hrs (06:00 hrs to 18:00 hrs)			
Manpower	QTY	HRS	Rate	AMOUNT
Supervisor(DEE/BE)	1	12		
Linemen(OH)/Electricain	1	12		
Helper	6	12		
Vehicle with driver	1	12		
Total				0
GST @18				0
Grand Total				0

SPS	Team 2- 12hrs (06:00 hrs to 18:00 hrs)			
Manpower	QTY	HRS	Rate	AMOUNT
Supervisor(DEE/BE)	1	12		
Linemen(OH)/Electricain	1	12		
Helper	5	12		
Vehicle with driver	1	12		
Total				0
GST @18				0
Grand Total				0

SPS	Team 3- 12hrs (18:00 hrs to 06:00 hrs)			
Manpower	QTY	HRS	Rate	AMOUNT
Supervisor(DEE/BE)	1	12		
Linemen(OH)/Electricain	1	12		
Helper	4	12		

Vehicle with driver	1	12		
Total				0
GST @18				0
Grand Total				0

LRS CIRCLE

LRS	Team 1- 12hrs (06:00 hrs to 18:00 hrs)			
Manpower	QTY	HRS	Rate	AMOUNT
Supervisor(DEE/BE)	1	12		
Linemen(OH)/Electricain	1	12		
Helper	6	12		
Vehicle with driver	1	12		
Total				0
GST @18				0
Grand Total				0

LRS	Team 2- 12hrs (06:00 hrs to 18:00 hrs)			
Manpower	QTY	HRS	Rate	AMOUNT
Supervisor(DEE/BE)	1	12		
Linemen(OH)/Electricain	1	12		
Helper	5	12		
Vehicle with driver	1	12		
Total				0
GST @18				0
Grand Total				0

LRS	Team 3- 12hrs (18:00 hrs to 06:00 hrs)			
Manpower	QTY	HRS	Rate	AMOUNT
Supervisor(DEE/BE)	1	12		
Linemen(OH)/Electricain	1	12		
Helper	4	12		
Vehicle with driver	1	12		
Total				0
GST @18				0
Grand Total				0

Service Level Agreement**ADHERENCE TO PERFORMANCE STANDARDS**

The Performance Standards for each of the cause of power supply failure is as mentioned below:

Nature and cause of power supply failure	Maximum Time limit for Restoration	Penalty clause if not attended within time period mentioned hereof
Fuse Blown out or MCB tripped	Within 2 Hours Within 4 hours.	
Service line Broken / Service line snapped from pole		
Faults in distribution mains	Temporary supply from alternate source within 3 hours.	
Faults in distribution mains (Other than Cable faults).	Rectification of Fault & Restoration within 10 hours	
Distribution transformer failed / burnt	Temporary restoration of supply through mobile transformer within 6 hours.	As per WBERC guidelines with latest amendments
HT mains failed	Replacement of failed transformer within 10 hours after issue of transformer to SERVICE PROVIDER.	
HT mains failed (other than cable)	Temporary restoration of Power supply within 3 hours. Rectification within 10 hours.	
Burnt Meter	Restoration of supply bypassing the meter by within 4 within 4 hours.	
Voltage Related- Local problem	Replacement of burnt meter within 1 day. Within 3 hours Within 24 hrs. of receipt of payment	

Resource Requirement

The Service Provider is required to provide per section:

Sr No.	Description	Qty/per section office
1.	Hand Cart	One
2.	Bike	One
3.	Accucheck (Or equivalent) with iKWtest load	IPCL scope
4.	Tools & Tackles	Set
5.	Safety Equipments	Set
6.	Cycle Rickshaw	As per requirement
7.	Storage Cupboard/Rack for keeping belongings /tools of the Service Provider staff/material issued	As per requirement

The Service Provider has to provide the manpower so as to manage all the above work mentioned in scope of work jointly taking the responsibility with BU head & Other Staff of IPCL

Note: All major Electrical Equipment / Consumable Materials shall be provided by the IPCL. The party shall consider all tools tackles, communication facilities, vehicle for transportation of men and material. II) Following T & P must be available with the Service Provider for carrying out the operation and maintenance work. At any given point of time regular replenishment is the responsibility of the Service Provider. The below mentioned list may be considered as requirement for each area office/zone.

LIST OF INSTRUMENTS

Sr No.	Equipment	Quantity
1.	Digital/Motorized Insulation Tester (Make: Megger 2.5 KV) Digital/Motorized Insulation Tester (Make Megger 5 KV) Digital Megger 500 V/1 KV	Contractor scope
2.	Digital/Motorized Earth Resistance Tester	Contractor scope
3.	Millimeter (Digital)	Contractor scope
4.	Phase Sequence meter	Contractor scope
5.	Tong Tester/Clamp meter/Multimeter	Contractor scope
6.	Oil BDV Tester set	IPCL scope
7.	Measuring Tape 5 & 30 mtrs. Each	Contractor scope
8.	Discharge Rod	Contractor scope
9.	Shorting Chains	1 per Lineman
10.	New Motorcycle	1 per section+4 nos for maintenance team (in each subdivision)* 1 for <u>engg/supervisor</u>

LIST OF TOOLS

<u>Sr No.</u>	<u>Equipment</u>	<u>Description</u>	<u>Quantity Required</u>
1.	Screw Driver Set	6"-12", Transparent Insulated Green Head, Non sparking type with insulated blades.	1 per Lineman
2.	Hammer	Cross/Ball Pen Wooden handle, 200gm/ 500gm/ 800gm	1 per Lineman
3.	Pliers	Adjustable Frame, 12"-14"	1 per Lineman
4.	Hacksaw	Minimum length of insulated	1 per Lineman
5.	Knife	handle-100mm with minimum 5mm guard on the side towards working head	1 per Lineman
6.	C Headed spanner set	Double Ended 6mm-32mm Drop Forged Steel, Chrome Plated finish	1 per Lineman
7.	Ring spanner set	Double ended, 6mm-32mm,	1 per Maint gang
8.	Box spanner set	Drop Forged Steel, Chrome Plated finish 6mm-32mm, Drop Forged Steel Chrome Plated finish	1 per Maint gang
9.	Adjustable Spanner set	6"-12", Drop Forged Steel, 1 per Lineman Chrom Plated finish	1 per Lineman
10.	Tool Bag	Medium as well as Large	1 per Lineman
11.	Line Tester	LT Voltages/Lines	1 per Lineman
12.	Insulated Squeezer/Splicer		1 per Lineman
13.	Hand Gloves (Tested for suitable Voltage Operations)	As per Service provider standards for LT & Staff HT operations with adequate	1 pair per Staff
14.	Gum Boots, Rain Coats Safety Shoes & Helmet	ample stock and spare As per Service provider standards & adequate spares and stock 11 mm-32mm with Extension Bar	1 pair per Staff
15.	Ratchet Set	12mm & 250mm Universal Joint, Sliding T Handle 300mm, Speed Brace-410mm, Reversible ratchet 265 mm. Ropes of different sizes duly tested, polypropylene or Steel Ropes	1 per Maint gang
16.	Chain Pulley		Contractor scope
17.	Ladder of suitable sizes	Manual/Hydraulic complete with die sets of sizes of cable	Contractor scope
18.	Crimping Tools		
19.	I Level Bottle	Proper enclosure required with	Contractor scope

		proper connection points.	
20.	Welding m/c	Should be as per IPCL standards	Contractor scope
21.	Tree Cutting tool		
22.	Hot Air Blower		
23.	Vacuum Cleaner		
24.	Small items washers (plain and spring, nut bolts of different sizes)		
25.	Tap kit with handles		
26.	Hand drill m/c		
27.	Cable pulling winch, eye socks, PVC roller		
28.	Oil Pump		
29.	Trifor m/c		1 per lineman
30.	Discharge rods with suitablerated ground wires and clamps	Different sizes form Y2" to 11/2" Section Dia With locking arrangements	1 per office
31.	Torch		1 per Section
32.	Manila Ropes		Unit Office
33.	Tool Box	Should be as per IPCL standards	3 per Section
34.	Safety Belt	standards	1 per Section
35.	First Aid Box & Kit	Office	

Annexure-VII

BID FORM

To

Head of Department
Procurement & commercial Deptt.
India Power Corporation Limited
Plot-X-1,2 & 3, Block-EP
Sector-V, Salt Lake
Kolkata – 700091

Sir,

1. We understand that IPCL is desirous of carrying out _____ in it's licensed distribution network area in Asansol, Burdwan, West Bengal.
2. Having examined the Bidding documents for the above named works, we the undersigned, offer to provide our services in full conformity with the terms & conditions and technical specifications of the contract.
3. If our Bid is accepted, we undertake to provide our services as per completion schedule mentioned in the RFQ for due performance of the contract in accordance with the terms & conditions.
4. If our bid is accepted, we will furnish a performance bank guarantee as mentioned in RFQ, for due performance of the contract in accordance with the terms and conditions.
5. We agree to abide by this Bid for a period of 120 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until Letter of Intent not issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bind to accept the lowest, or any bid you may receive.
8. There is a provision for dispute resolution under this contract, in accordance with the Laws and the jurisdiction of Contract.

Dated this _____ day of _____ 2021

Signature _____ in the capacity of _____

_____ duly authorized to sign for and on behalf of

(IN BLOCK CAPITALS) _____

Annexure-VIII

PERFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

TO BE ISSUED ON ₹100/- STAMP PAPER

Bank Guarantee No:

Place:

Date:

To

India Power Corporation Limited

Whereas India Power Corporation Limited (herein after referred to as the "Purchaser", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s _____ with its registered / Head Office At _____

(Herein after referred to as the "Contractor/Supplier" which expression shall unless repugnant

To the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. _____ dated (the Contract); _____

And whereas it is a condition of the contract is Rs _____ (the Contract value).

And whereas it is a condition of the Contract that the Supplier shall provide a Performance Bank Garrantee for the due and faithful performance of the entire Contract for a sum equivalent to - % of the Contract Value to the Purchaser on or before

And whereas the Bank under instructions from the Supplier has agreed to guarantee due performance of the Contract.

Now it is agreed as follows:

1. We _____ (Name of the Bank) having its Head office at

(herein after referred to as Bank, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Purchaser for, and guarantee and undertake to pay to the Purchaser for, and guarantee and undertake to pay to the Purchaser immediately on written demand, a sum equivalent to __% of the Contract Value.

As aforesaid at any time up to (day/month/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the Supplier, against all losses, damages, costs and expenses that may be caused to or suffered by the Purchaser by reason of any default on the pall of the Supplier in performing and

observing any and all the terms and conditions of the Contract or breach on the part of the Supplier of terms or conditions of the Contract.

2. The demand shall consist only of an original letter issued by Purchaser stating that the Supplier has failed to fulfill its obligations under the Contract. Such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Purchaser and the Supplier or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
3. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Purchaser and the Supplier until the dispute is settled (provided that the claim / Demand under this guarantee is lodged / referred during the currency of this guarantee) or till the Purchaser discharges this guarantee whichever is earlier.
4. The Purchaser shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee from time to time to extend the time of performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract. Or any other course or remedy or Security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference: to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
5. The Bank agrees that the Purchaser and its option shall be entitled to enforce this guarantee against the Bank as the Principal debtor, in the first instance without proceeding against the Supplier notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.
6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to ___% of the Contract value i.e. Rs.(Rupees) and it shall remain in force up to and including. Unless a demand to enforce claim under this guarantee is made against the Bank within 3(three) months from the above date of expiry of the Contract i.e. up to the all the rights of the Purchaser under the said guarantee shall be fortified and the Bank shall be released and discharged from all the liabilities thereafter.

7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this witness

Day of ____ 2021 at

1. _____ For Bank
2. _____ Signature Name

Power of Attorney No.

Banker's Seal

(Stamp and Signature of the Bank)

Signature of the witness

COMMUNICATION DETAILS

Bidder should furnish the below details for future communication:

<u>GENERAL INFORMATION</u>		
Name of Company		
Postal Address		

<u>For Technical Query:</u>		
Contact person & designation	<u>Name</u>	<u>Designation</u>
E-Mail	<u>Mobile No</u>	<u>Telephone No</u>

<u>For Commercial Query:</u>		
Contact person & designation	<u>Name</u>	<u>Designation</u>
E-Mail	<u>Mobile No</u>	<u>Telephone No</u>

Checklist			
S.N		Name of Bidder	Page No
1	Cover letter	Attached/not attached	
2	The Contractor must have an average annual turnover of Rs 1.0 Crore in last 3 years. (Turn over certificate of last 3 years to be certified by a Chartered Accountant must be submitted along with the techno-commercial bid)	YES / NO	
a)	FY - 2018-19 (Amount / certified certificate)	Attached/not attached (Rs/Cr)	
b)	FY - 2019-20 (Amount / certified certificate)	Attached/not attached (Rs/Cr)	
c)	FY - 2020-21 (Amount / certified certificate)	Attached/not attached (Rs/Cr)	
7	Solvency of an amount of Rs 50.00 lacs	Attached/not attached (Rs/Cr)	
3	The contractor must have valid Electrical license to work in West Bengal. (Copy of valid Electrical license will be submitted with techno-commercial bid).	YES / NO (Validity date)	
4	Acceptance for Scope of Work as per tender document	YES / NO	
5	Acceptance for commercial terms & conditions as per tender document	YES / NO	
6	Signed copy of technical specification	YES / NO	
7	Bidder should have PAN No and should fulfill all statutory compliances like PF, ESI registration	YES / NO	
8	Firms who are debarred / blacklisted in other utilities in india will not be considered (Self certify document on letter head to be attached)	YES / NO	
9	Experience details with credentials to be attached	YES / NO	
10	Organization chart of the company	YES / NO	
11	Memorandum & Articles of association of the Company	YES / NO	
12	Details of banker & Cash credit limit	YES / NO	
13	Work Performance certificate	YES / NO	
14	Performance Bank Guarantee	YES / NO	
15	Bid Form	YES / NO	
16	Communication details	YES / NO	