



Tender Ref: HO/PUR/IPCL/NIT/021/23-24

Tender Notification for

Annual Operation & Maintenance Contract for HT and LT System

(33kV/11kV/0.400kV/0.230kV)

Contract Period: 24 Months

| | |
|-----------------------------|---|
| Due date for Bid Submission | 30 th September 2023 |
| Pre – Bid Meeting | 27 th September 2023 1200 HRS <u>India Power Corporation Limited</u> Central Office, Sanctoria, Asansol Post Office- Dishergarh Burdwan – 713333 |
| Bid Opening Date | 03 rd October 2023 at 1200 HRS |

Issuer:

India Power Corporation Limited

CIN: L40105WB1919PLC003263

Plot- X – 1, 2 & 3,

Block-EP, Sector –V, Salt Lake

Kolkata – 700091

Website: www.indiapower.com

Phone no: +91 33 2357 2452

INDEX

1. SECTION- I : QUALIFYING CRITERION
2. SECTION – II : SCOPE OF WORK
3. SECTION-III : GENERAL CONDITION OF CONTRACT
4. SECTION-IV : INSTRUCTION TO BIDDERS

SECTION – I – QUALIFYING CRITERION

1. General

India Power Corporation Limited (IPCL) invites sealed tenders in envelope for “**Annual Operation & Maintenance Contract for HT and LT System (33kV/11kV/0.4kV/0.23kV) for 24 Months**”.

2. Qualifying Criteria:

- a. 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) The IPCL 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.
 - c) It may be noted that IPCL reserves right to waive minor deviations if they do not materially affect the capability of bidder to perform the contract.

b. Technical & Experience criteria :

The bidder should have experience in the following work area in Power Distribution/Transmission Utilities/ SEB's/ Discoms / other govt. organizations.

- a) Project Execution or Maintenance Work on Electricity Transmission Network with voltage level at 33kV/11kV
- b) Work experience in similar type of jobs
- c) Project Execution or maintenance work / AMC
- d) The Bidder should enclose performance certificates in support of relevant experience.
- e) The Contractor must have the **Supervisory License** as per Govt. statutory norms.
- f) Bidder should have valid **electrical license** issued by West Bengal Govt. for doing the electrical works.

c. Financial criteria –

The IPCL 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 be shown 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 Number of GST.
- e) Bidder should have PAN Number & should fulfill all statutory compliances like PF, ESI registration.
- f) Bidder must provide proof of having solvency of an amount equal to Rs 50.00 lacs or more from any nationalized / scheduled commercial bank. (Not Older than 1st April of 2023)

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.

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 Bidder (Proprietary / Limited /Pvt. Ltd. Along with details)
- ✓ Memorandum & Article of Association of the Bidder
- ✓ Organization Chart of the Bidder
- ✓ Experience details with credentials
- ✓ Turn over certificate issued by C.A for the last three financial years

2.1 Points to be noted –

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

IPCL, reserves the right to alter the quantity of materials mentioned in the tender documents at the time of placing purchase / work orders.

Tender shall be summarily rejected:

- i. If tender received after due date and time.
- ii. If tender received before due date and time and found to be incomplete.
- iii. 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.
- iv. Please note that once the bidder firm submits the Bid, then after Bid opening, if some document is found missing i.e. not submitted, then IPCL will not give any chance to such bidder firm to submit the short document (s) and depending upon the importance, the Bid might be rejected.
- v. 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.

3. Award decision

- ❖ IPCL 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 IPCL on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that IPCL may deem relevant.
- ❖ IPCL 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 and shall bear no liability what so ever consequent upon such as decision.

In case any bidder is found unsatisfactorily due to any reason deem fit by IPCL during the execution process, the award shall be cancelled without providing any explanation or notice in writing and IPCL reserves the right to award the other contractors who are found fit to execute the contract in delivery schedule

4. Contact Information

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

| | |
|-----------------------|--|
| Contact Person | Procurement |
| | Head – Procurement-IPCL |
| Address: | <u>REGISTERED OFFICE</u> INDIA POWER CORPORATION LIMITED PLOT NO: X1-2&3 BLOCK EP, SECTOR-V,SALT LAKE CITY, KOLKATA-700091 P : +91 33 6609 4300 / 08 / 09 / 10 F : +91 33 2357 2452 GSTN No: 19AABCD0340G1Z4 |

SECTION – II – SCOPE OF WORK

Reference: Annual Operation & Maintenance Contract for HT and LT System (33kV/11kV/0.4kV/0.23kV) in IPCL

Subject: Annual Operation & Maintenance - Contract for HT and LT System in IPCL at **DPS/SPS/LRS** for 24 Months period.

NETWORK details in Asansol is as follows :-

| Sl No. | Network Details | UoM | DPS | SPS | LRS | Total |
|--------|---------------------------------------|------|-------|--------|--------|--------|
| 1 | Receiving S/stn. 220/132/33kV | Nos. | | 1 | | 1 |
| a | No. of Incoming Feeders 220kV Ckt. | Nos. | | 2 | | 2 |
| b | No. of 33kV Outgoing Feeders | Nos. | 6 | 19 | 15 | 40 |
| c | Capacity of 220/132/33kV Recv. S/stn. | MVA | | 320 | | 320 |
| 2 | Distribution S/stn. (33/11kV) | Nos. | 4 | 5 | 6 | 15 |
| a | No. of Incoming Feeders (11kV) | Nos. | 8 | | 11 | 19 |
| b | No. of Outgoing Feeders (11 kV) | Nos. | 32 | 21 | 42 | 95 |
| c | Capacity of Recv. S/stn. | MVA | 88.8 | 142.5 | 112.5 | 343.8 |
| 3 | HT Network | KMs | 463.2 | 122.52 | 274.13 | 859.89 |
| a | 132kV | KMs | 0 | 33.031 | 32.831 | 65.86 |
| b | 33kV | KMs | 101 | 89.49 | 49.929 | 240.46 |
| c | 11kV | KMs | 362.2 | 245.59 | 191.37 | 553.57 |
| 4 | Compact S/stn. (11/0.415kV) | Nos. | 9 | 1 | | 10 |
| 5 | Distribution Transformers | Nos. | 290 | 190 | 73 | 553 |
| 6 | DT Capacity | MVA | 35.7 | 20.858 | 6.981 | 63.54 |
| 7 | LT Network | KMs | 22.06 | 86.08 | 24.857 | 133.00 |
| a | Overhead Lines | KMs | 16.6 | 13.888 | 8.254 | 38.74 |
| b | Underground Lines | KMs | 5.46 | 72.185 | 16.603 | 94.25 |
| 8 | No. of Distribution Poles | Nos. | 7611 | 3658 | 1801 | 13070 |

Note: This quantum is tentative subject to change

The bidder is expected to deploy/maintain the below mentioned manpower at minimum throughout the Contract Period for successfully carrying out the Annual Operation & Maintenance Contract for HT and LT System (33kV/11kV/0.4kV/0.23kV).

The bidder may increase the manpower if they feel required to execute the job. However, the Contract Price will remain unchanged.

Manpower Matrix:-

| Zone – DPS/SPS/LRS | TEAM - 1 | TEAM - 2 | TEAM - 3 | Team-4 - For Switchgear Maintenance ** |
|--|----------|----------|----------|--|
| Manpower | QTY | QTY | QTY | QTY |
| Supervisor(DEE/BE) | 1 | 1 | 1 | 0 |
| Lineman (OH)/ (Electrician cum fitter for Switchgear job) | 1 | 1 | 1 | 1 |
| Helper | 5 | 4 | 4 | 3 |
| Vehicle with driver | 1 | 1 | 1 | 1 |

** Team 4 will work in normal day shift and “on-call” basis for any emergency break-down purpose.

Additional resource for LT system AMC as follow:-

| Zone | Team structure | No. of Teams |
|------|---|--------------|
| SPS | 1Technician (ITI) + 1 Helper with a 2 wheeler (Motorcycle) | 1No. |
| LRS | 1Technician (ITI) + 1 Helper with a 2 wheeler (Motorcycle) | 1No. |
| DPS | 1Technician (ITI) + 1 Helper with a 2 wheeler (Motorcycle) | 2 Nos. |

Competency for Lineman- Permits to Electrical workman as per the west Bengal electrical licensing rules, 2017.

Certificate for Competency of Supervisors- as per the west Bengal electrical licensing rules, 2017.

License for the four wheel and two wheels is mandatory as per the Motor Vehicle Act also fitness of the vehicles like- valid insurance, Tax, PUC etc.

A. SCOPE OF WORK

Operation and Maintenance of the system

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

Maintenance

1. Maintenance work in IPCL network up to 11kV sub stations
2. Maintenance of HT switch gear
3. Maintenance of transformer
4. Maintenance of allied equipment
5. Earthing
6. Attending of breakdowns pertaining to sub stations.

7. Maintenance work of LT and HT system (33kV / 11 kV / 0.4 kV / 0.23 kV)
8. Maintenance of LT switch gear
9. Breakdown maintenance of LT and HT system

10. Feeder pillar & service pillar
11. No Current/ Meter related Supply complaints
12. Network securitization

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

Scope for Switchgear maintenance at Substation

1. MAINTENANCE WORK IN IPCL NETWORK UPTO 11KV SUB STATIONS:

- 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 tripartite 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. Periodic Report on visual inspection of various fire extinguishers in that area shall be submitted by the Contractor
- 1.20. Replacement / repair of cross shield wires of the substation
- 1.21. Checking of LT (AC/DC) socket, LT connection, Replacement of lamps/fan, LT switch, MCB etc.

2. 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.

3. 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.

4. 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.

5. 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.

6. ATTENDING OF BREAKDOWNS PERTAINING TO S/STN.

- 6.1. Replacements / repair of burnt HT/LT lead/socket
- 6.2. Replacement of defective/burnt/damaged/Low IR distribution transformer of all type and size including transportation, Contracting and dragging if required from store to site or from site to site
- 6.3. Returning of defective/burnt/damaged Transformers to Store/Yard
- 6.4. 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
- 6.5. 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
- 6.6. Digging & refilling work of any nature required for breakdown maintenance (excluding cable faults)
- 6.7. All necessary tools and tackles for day to day operation should be provided by contractor.
- 6.8. 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
- 6.9. In emergency replacement of C.T/P.T including modification of mounting structures if required
- 6.10. To attend Break Downs including cleaning of bus bar/panels, etc.
- 6.11. To assist for repairing of OCB/ VCB / RMU operating mechanism and repairing of tripping system prior checking the tripping circuit.
- 6.12. Trimming of trees as per site requirement in consultation with Sub-Division In-charge.
- 6.13. Scrap or unused materials to be returned to store against repairing /replacement of materials.

Scope for AMC OF LT and HT System

7. MAINTENANCE WORK OF LT AND HT SYSTEM:

- 7.1. Trimming of trees on entire O/H circuit route as per SLD
- 7.2. Naming and fixing of incoming & Outgoing Cables.
- 7.3. Removal of Bird Nests, ribbon, banners, posters etc. from poles and UG/OH junction point
- 7.4. Removal of Cable TV wires / billboards from poles as directed by Division in-charge.
- 7.5. Strengthening of MS pole with proper angle iron and muffing.
- 7.6. 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).
(Scrap or unused materials to be returned to store)
For erection of pole raw materials cost will be reimbursed by IPCL on submission of actual invoice duly verification by IPCL Engineers)
- 7.7. Fixing of PG Clamp on jumpers prior checking the condition. (Scrap or unused materials to be returned to store)
- 7.8. Replacement of X-arms of available size/ two line bracket/ shackle strips / D Clamp.
(Scrap or unused materials to be returned to store)
- 7.9. Repairing of the broken guard wire also providing Tillie (Guard Tillie) in it. (Scrap or unused materials to be returned to store)
- 7.10. Repairing /Replacement of Bus Bar for all type of substations.
- 7.11. Cable Gland Earthing of HT & LT Cables.
- 7.12. Repairing /Replacement of stay set.
- 7.13. Fixing of MS Clamp & Wooden Cleats for supporting Cables wherever necessary
- 7.14. Fixing of Catenary's System with S/C Cable lead of all size
- 7.15. 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 earthing's /km). Material to be provided by IPCL. The earth results for new earthing should be <1 (ohm).
- 7.16. Straightening of PCC / Tubular MS poles with reinforcing
- 7.17. Repair / Replacement of DB's / piercing connectors / Eye hooks / suspension clamp / dead end clamp. (Scrap or unused materials to be returned to store)
- 7.18. Ensuring proper locking / sealing of DBs.
- 7.19. Ensuring earthing of DBs with messenger wire.
- 7.20. Repair / re-sagging of Bare / AB cable / GI wire of all sizes.

7.21. Replacement/ repair of hardware fitting / equipment / accessories of HVDS.

8. 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.

9. BREAKDOWN OF LT AND HT SYSTEM:

- 9.1. 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. (Scrap or unused materials to be returned to store)
- 9.2. Repairing /Replacement of Cable and OH Jumpers. (Scrap or unused materials to be returned to store)
- 9.3. Sagging of Conductor/ GI Wire of all type LT AB / HT AB Cable
- 9.4. Fixing / Re-fixing of spacers in overhead lines (Scrap or unused materials to be returned to store)
- 9.5. Repairing/Replacement of snapped conductor /AB cable or any part/equipment/ accessories of HT/LT network. (Scrap or unused materials to be returned to store)
- 9.6. Fixing / replacement / repair of connection hooks / piercing connectors
- 9.7. Disconnection & reconnection work of any nature including MRO
- 9.8. Repairing /replacement of G.O.B. switch / D. D. unit. (Scrap or unused materials to be returned to store)
- 9.9. To assist FLC team
- 9.10. To assist HT/LT breakdown team
- 9.11. Replacement of all type of Insulator.
- 9.12. Replacement / repair of stays
- 9.13. (Scrap or unused materials to be returned to store)
- 9.14. Transformer Replacement / Swapping: 5 Nos. per Month (If required)

Scope for LT AMC

10. FEEDER PILLAR & SERVICES PILLAR:

- 10.1. Ensure proper locking
- 10.2. Replacement of Fuse carrier post checking of current carrying conditions
- 10.3. Replacement of Fuse kit Kat
- 10.4. Repairing /Replacement of Bus bar
- 10.5. Dressing of I/C. & O/G. Cables and its termination points
- 10.6. To attend any leakage / pilferage in Feeder Pillar or Service Pillar (equipment's)
- 10.7. To tighten all the I/C and O/G cables terminals/ sockets/ joints.
- 10.8. Fixing/ repairing doors and locking arrangement
- 10.9. Cable gland earthing of L.T. Cables.

11. NO CURRENT/METER RELATED COMPLAINTS:

- 11.1. Repairing the s/line meter terminal
- 11.2. Replacement of Piercing connector / DBS
- 11.3. Bypassing of burnt meter
- 11.4. Repairing of Service line Jumper
- 11.5. Replacement of pillar fuse / DT fuse / DD fuses
- 11.6. Repairing of main line LT / HT Jumper
- 11.7. Repair/Replacement of broken/faulty (O/H & U/G) service line
- 11.8. Isolation of network in case of leakage
- 11.9. Repair of broken conductor
- 11.10. Attend current leakage complaint
- 11.11. Replacement/repair of bus bar boxes
- 11.12. Repair / replacement of LT AB Cable and accessories
- 11.13. To attend TCNR/TCR complaint
- 11.14. Restoration of supply of consumer as per WBERC norms in any case to give the ATR / proper feedback of each complaint
- 11.15. To attend emergency / PCR complaints
- 11.16. Recording of Meter readings
- 11.17. Uploading of patch files/ downloading of meter data
- 11.18. Bill / documents distribution to consumers
- 11.19. Metering complaints towards recharge Issue.
- 11.20. Resolution of Meter tripping issue.
- 11.21. MCB Trip / ELCB Tripped resolution
- 11.22. No power in LT consumers House

- 11.23. Meter No network cases / SIM Replacement / DCU Reset cases
- 11.24. Meter terminal or Bus bar terminal connection problem.
- 11.25. Display unit problem.

12. NETWORK SECURITIZATION:

- 12.1. Removal of illegal tappings.
- 12.2. Locking of Substation, Feeder pillars, service pillars and DBs.

13. SOME POINTS TO BE ADDED HERE WITH FOR REFERENCE:

- 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.

14. OTHER TERMS & CONDITIONS:

A. Job Details :

- Engagement of contractor shall be made for particular circle DPS/SPS/LRS for repair & maintenance (includes preventive & breakdown) of lines, substations, DTCs up to & including 33 kV voltage level. The contractor will be bound to disclose his registration under the MSME Act or any other act time being in force, if any. In failure his claim will not be entertained under the said provisions.
- The repair & maintenance in respect of above shall not include major breakdown which is declared by respective circle In charge.
- Though the team has been engaged in a specified area of operation, the team should be skilled, experienced and ready to work at any circle, in exigency, under supervision of engaged company's officer of the respective circle.
- The enlisted contractors will be bound to submit his provident fund, ESI registration, gratuity, labour license, Electrical license along with valid supervisor certificate & service tax registration certificate and any other certificate which are required under

law for the work assigned under the contract before his engagement, failing which, the contractor shall not be entitled to claim for his engagement or if he is engaged his engagement shall be canceled forthwith. No sub-contracting will be allowed by the agency/contractor for execution of this job.

- The engaged skilled & semiskilled labour shall possess Workmen's permit for voltages up to 33 kV & shall possess adequate expertise for repair & maintenance.
- Contractors engaged shall maintain one job register which should be 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.
- The entire employee's of contractor must carry photo identity cards & formal dress code. The names of the employees shall be recorded prior to their engagement with photo & father's name, address, mobile no etc.
- The contractor must intimate in writing the mobile phone numbers of employees to the respective circle head.
- Contractor has to provide one exclusive mobile along with SIM card which will be used in company's work. The employee will be bound to switch on the phone 24x7 days. 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.
- 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 monthly basis & 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. If the contractor fails to attach the said reconciliation sheet with his bill, his payment will not be released and the same will be adjusted against the advance material value.
- All the jobs to be carried out in consultation with respective IPCL authority. In failure, the contractor will be responsible for any kind of loss /damages and the same will be recovered from the contractor.
- All safety measures including COVID-19 guidelines during execution of job have to be strictly maintained & is the whole responsibility of contractor.
- Prior to engage labours, contractor has to get it approved from respective circle head.
- Contractor has to produce the medical fitness certificate & Workman Compensation & medical insurance. Policy of each employee every year.
- 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 behavior, response time to faults, job register, material reconciliation etc.
- Performing duties in an intoxicated condition will not be allowed, and if any complaint with sufficient proof is received against any engaged contractor labour and

found to be in intoxicated condition while performing their duties, the same will be brought to the notice of the contractor & he has to replace that person/s immediately.

Vehicle Management:

- The contractor will have to provide vehicle, for each team, with drivers, fuel for attending the daily maintenance activities.
- The four wheel vehicle including its original Registration certificate, Pollution certificate, valid Insurance Certificate, Fitness Certificate etc should be provided having sufficient seating place to the 6 nos in driver's cabin. It will be sole responsibility of the Contractor to renew the insurance certificate, fitness certificate and any other certificate from time to time at his own cost.
- The vehicle should have facility for carriage of material. (Including arrangement of Ladder carry)
- The vehicle shall be utilized for the jobs as specified as per the direction of respective circle head.
- Vehicle should not be older than 3 years.
- All vehicles should have painted label as **"Emergency Service INDIA POWER"** with our customer care toll free no in both side, front & back side of the vehicle.
- The driver so engaged by the contractor should have valid & requisite driving license of compatible vehicle. The contractor shall issue photo identity card to driver also.
- As per motor vehicle act, all statutory provisions has to be complied by contractor
- 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.
- Diesel & Lubricant running consumption:
 - i) Diesel Consumption : 10 K.M. Per Ltr.
 - ii) Lubricant Consumption : 500 K.M. Per Ltr.
 - iii) Petrol Consumption for Motorcycle: 50 K.M. per Ltr.
 - iv) Lubricant Consumption for Motorcycle: 2000 K.M. for Each vehicle
- Vehicle LOG BOOK should be maintained daily basis.

In case an accident occurs with the vehicle provided, all loss, damages, medical expenses, compensation, third party claims (for death or goods) etc. shall be paid or settled by the Contractor only. The contractor will not be entitled to get reimbursement thereof from the company.

Special Conditions:-

1. The contractor shall not deploy female worker from 6 P.M. to 6 A.M.
2. Minimum quantity covered within the scope of present maintenance contract :
 - a. Transformer Replacement / Swapping : 5 Nos. per Month (If required)
 - b. Replacement / Erection of Pole LT/HT 5 Nos. per Month (if required) - For erection of pole raw materials cost will be reimbursed by IPCL on submission of actual invoice duly verification by IPCL authority.
3. Labour for Earthing Pit Marking – 6 Nos. per month (If requires)
(Material to be provided by the Company – M/s. IPCL)
4. Team may be used any of the circle if requires.

Beyond this, all rates of the items shall prevail as exiting T&D ARC.

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

GENERAL CONDITION OF CONTRACT

1. DEFINITIONS & INTERPRETATION:

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

- 1.1. **COMPANY:** The terms "Company" shall mean India Power Corporation Limited (IPCL) having its registered office at Plot No. X1, 2 & 3, Block EP, Sector-V, Salt Lake City, Kolkata, West Bengal-700091 and shall include its authorized representatives, agents, successors and assigns.
- 1.2. **CONTRACT SPECIFICATION:** The terms "CONTRACT Specification" shall mean the Technical specification and Commercial Terms of the work as agreed by and description of work as detailed and all such particulars mentioned directly/referred to or implied as such in the contract.
- 1.3. **CONTRACTOR:** The Term "Contractor" shall mean the successful Bidder entrusted with the LOI who shall adhere to the Clause 4 of the GCC.
- 1.4. **SITE:** The term "Site" shall mean the location of the working place wherein the contractor is to perform its services in the Company area.
- 1.5. **OFFICER IN CHARGE:** "Officer- In-charge" means the Company's authorized representative for the purpose of carrying out the work. For this Contract, Officer In-charge shall be SBU Head / HR Department in charge not holding designation below the designation of Manager 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 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 COMPANY 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 company and all correspondence and documents relating to the CONTRACT placed on the Contractor shall be written in English language. If there is an ambiguity in the language of this contract or any other documents the interpretation of company will be final and binding on the Contractor.

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

4. EXECUTION OF WORKS:

The contractor shall undertake full responsibility for the work assigned to him. The assigned work shall include but not limited to work of:

- 4.1. The contractor shall deploy adequate resources for the smooth execution of work assigned to him and shall be full responsible for the speedy and effective completion of the same
- 4.2. 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 along with an undertaking that the persons deployed by the contractor are only the employees of the contractor and he is responsible for their salary, wages, PF,ESI, Gratuity, medical expenses, compensation, damages etc. The Contractor shall submit a copy of the "Aadhar Card" of each employee deputed by him in IPCL. The contractor agrees that he shall be deemed to be the Employer within the provisions of the Employees Provident Fund Act and shall be liable for the contributions payable by him in respect employees employed by him as a contractor and also the administrative charges.
- 4.3. Contractor shall keep a record of attendance of all his employees on daily basis, preferably through a biometric system.
- 4.4. To perform above, the contractor shall deploy 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 COMPANY/Officer- 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 transmission of power supply to essential services like Police, hospitals, Municipal authorities etc. is maintained.
- 4.6. 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 company's premises in electronic or any other form as prescribed by the company. In addition to this, the Contractor shall also submit a record of his deployment in various locations to IPCL on a regular basis to the Officer- In-charge.
- 4.7. 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 company for the loss incurred by the company on account of such malpractice/misconduct.
- 4.8. The contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this agreement / work order to any other agency or Organization by whatever name be called without written permission of the appropriate authority of IPCL.
- 4.9. The requirement of the manpower may further increase or decrease marginally, during the period of initial contract also and the Contractor would have to provide additional manpower services duly adhering to the terms and conditions stipulated herein and other terms and conditions as may be communicated from time to time.
- 4.10. The Authority of IPCL reserves the right to terminate the contract during the initial period also after giving 07 days' notice to the Contractor.
- 4.11. The Contractor shall nominate /authorize a Supervisor who shall be responsible for immediate interaction with the BU heads, so that optimal services for the persons deployed could be availed without any disruption.
- 4.12. The entire financial & other liability in terms of the MANPOWER deployed in the field units shall be with Contractor only. Any damage suffered by IPCL for the conduct of the Contractor or the Manpower engaged by him shall be indemnified by the Contractor.
- 4.13. The Contractor shall be solely responsible for the redressal of any kind of grievances or resolution of disputes (civil, criminal, financial or other) relating to Manpower deployed. The Authority of IPCL shall in no way, responsible for settlement of such issues whatsoever. The Contractor shall ensure that the work

assigned is not hampered in any matter, and if it so happens then in such event, the Contractor will indemnify the IPCL for the losses it has suffered.

- 4.14. The Authority of IPCL shall not be responsible for any financial loss or any injury to any Manpower deployed by the Contractor in the course of their performing duties, or for payment towards any compensation.
- 4.15. The Contractor shall ensure that the Manpower deployed is healthy and as per eligibility criteria.
- 4.16. The Contractor will get character and antecedents and conduct of individual Manpower verified by respective local authorities before deployment and shall produce the same before SBU Head / HRD team located @ Asansol.
- 4.17. The Manpower deployed by the Contractor should have no criminal case pending against them.
- 4.18. The Contractor will issue Appointment letter to the deployed persons and for all purposes they will remain the employee of the Contractor only.
- 4.19. The Contractor can transfer them to their any other location of operation with written intimation to and concurrence from IPCL and one month of notice with suitable replacement, if needed.
- 4.20. The Contractor shall neither deploy / nor withdraw any Manpower at any time without knowledge of SBU Head / HRD team located @ Asansol.
- 4.21. In case of withdrawal / leaving of any deployed personnel due to resignation / termination / death or any other reason whatsoever the same needs to be substituted immediately, if needed, as per eligibility criteria and prior written approval from Head-HRD.
- 4.22. If any manpower takes leave or is being absent from duty, the agency shall arrange qualified alternative. However, if there is any vacant position due to absence/leave of manpower, a Penalty of Rs. 500 per day per manpower will be imposed on the agency as per discretion of our Authority.
- 4.23. The Agency shall provide a substitute well in advance if there occurs any probability of the Manpower leaving the job due to his own personal reasons. The delay in providing a substitute beyond five working days from the date of intimation to the agency would attract a penalty @ Rs 5000/- per day on the Agency.
- 4.24. The Contractor shall replace immediately any of its personnel who is found unacceptable to IPCL because of security risk, incompetent, conflict of interest, improper conduct etc. upon receiving written complaint from the concerned SBU head / HRD team @ Asansol of IPCL.
- 4.25. For any additional requirement of manpower written approval from Head-HR is mandatory.

- 4.26. The Manpower deployed by the Contractor should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of IPCL.
- 4.27. The Contractor shall be responsible for any act of indiscipline on the part of the Manpower deployed by it
- 4.28. In case of any loss to IPCL due to lapse on the part of Manpower deployed, such loss will borne by the Contractor and in this connection, the IPCL shall have the right to recover the loss by deducting appropriate amount from the bill of Contractor / service provider to make good of such loss to the IPCL besides imposition of penalty.
- 4.29. In case of frequent lapses on the part of the Manpower deployed by the contractor, IPCL shall be within its rights to terminate the contract forthwith or take any other action without assigning any reason thereof.
- 4.30. The contractor will be bound to disclose his registration under the MSME Act or any other act time being in force, if any. In failure his claim will not be entertained under the said provisions.

5. CONTRACT PRICE:

- 5.1.1. Monthly Contract rate has finalized through tender and shall be as per Work order.
- 5.1.2. 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 company.
- 5.1.3. The Contract rate shall remain firm and final for the entire duration of contract period.

6. TERMS OF PAYMENT:

The payment shall be made as under:

- 6.1. The CONTRACTOR should raise a bill (s) on monthly basis to the COMPANY along with all supporting documents.
- 6.2. An undertaking shall be submitted for Minimum wages, PF,ESI paid by the CONTRACTOR
- 6.3. The Bills shall be certified by the Officer-In-Charge and counter signed by SBU Head / Asansol HR. It will then be sent to the audit team for final verification. The contractor shall be bound to make necessary changes in the bill or to provide any additional documents, clarifications, if asked by the audit team. In the event of failure, the bill will not be considered by the company and the contractor shall not be entitled to ask or claim for his bill payment. The certification of Bills by the

Officer in charge and audit team shall mean that all the jobs specified wherever in the contract / Annexure has been carried out by the CONTRACTOR in proper manner and by complying all the statutory or contractual conditions.

6.4. Payment shall be made to the CONTRACTOR within 30 Days of submission of certified Bills at Vendor Support Cell subject to fulfillment of contractual obligations.

6.5. An incentive or penalty may be imposed as per discretion of our Authority.

7. Taxes & Duties:

All taxes and duties including labour cess (except GST) 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.

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

8.1. The contractor shall provide T&P to their staff as mentioned in ANNEXURE of detail job scope. 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 (1 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 1, 2 & 3** - Shall be handed over by the contractor to the Company.

9. HUMAN RESOURCE :

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

9.2. The CONTRACTOR shall bear all expenses/cost to be incurred towards salary/wages, allowances, statutory deductions, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during the tenure of Contract.

9.3. 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.

9.4. The contractor should maintain proper records of his manpower attendance. A copy of the duty rotation (if any) duly signed, EPF (ECR & transaction details), deposit

proof, ESI (ECR & Transaction details) deposit proof of preceding month shall be submitted on demand .

- 9.5. The Wage of all manpower deployed by the Agency at various locations shall be made through Bank only and credited within stipulated time as per West Bengal Labour laws.
- 9.6. For the purpose of records of Company, the contractor should submit a detailed checklist and certificate to the effect that payments have been made to the deployed manpower, as per the approved wages, acquaintance roll and labour laws / obligations have been complied. In order to confirm the correctness of the payment, the agency has to submit adequate documentary proof of payment of wages through Bank, depositing of EPF (ECR & transaction data), ESI (ECR & transaction details), contribution and GST of preceding month to the concerned authority.
- 9.7. The Agency /Contractor shall ensure full compliance with Tax laws of India and regard to the contract and shall be solely responsible for the same.
- 9.8. The Agency /Contractor shall be solely liable for all payments / dues of the Manpower deployed by them.
- 9.9. The Agency shall fully indemnify the IPCL all the payments, claims, and liabilities whatsoever incidental or directly arising out of or non-compliance with or enforcement of the provisions of any of the labour or other laws to the extent they applicable to the establishment / work premises.
- 9.10. Opening of Bank Accounts by the deployed Manpower working under the contractor / agency is mandatory. Payment to deployed personnel should be made through Bank only. No cash payment will be allowed. The contractor shall ensure that S/B Accounts of the deployed personnel get amount credited same as the net wage as per the wage slip.
- 9.11. The CONTRACTOR shall be responsible and shall comply with the provisions 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, 2023.

- 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.

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.

10. CONFIDENTIAL INFORMATION:

- 10.1. That any information concerning the COMPANY which is designated in writing as proprietary and confidential, the CONTRACTOR shall not publish or otherwise disclose it to any Third Party without prior approval of the Company.
- 10.2. 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
 - 10.2.1. was furnished prior to the signing of Agreement / issuance of this contract document, without restriction;
 - 10.2.2. is or becomes knowledge available within the public domain (other than by breach of the foregoing obligation of confidentiality) ;
 - 10.2.3. is received by either the COMPANY or the CONTRACTOR from a third party without restriction is independently developed by either the COMPANY or the CONTRACTOR provided that (i) nothing herein shall limit the right of the

COMPANY to provide any information regarding the CONTRACTOR or any other person who has executed a confidentiality undertaking to the COMPANY covering the CONTRACTOR confidential information that is substantially similar to the provision of this section or otherwise with the

10.2.4. CONTRACTOR's consent; and (ii) the CONTRACTOR may provide to their employee any information necessary to carry out the services.

11. 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 COMPANY. The CONTRACTOR shall perform its obligations in a manner consistent with the job requirements to the satisfaction of the COMPANY.

12. Labour License :

- 12.1.1. Before commencing of work the agency / contractor shall obtain license as per W.B Contract labour rules.
- 12.1.2. In case the number of employee desired to be deployed by the agency / contractor against the contract during the execution exceeds the number of employees allowed in the license then the Agency / Contractor shall notify the change to the number of workmen to licensing officer and obtained amended license accordingly.

13. Insurance :

Insurance of each deployed manpower and compensation policy as per Employees Compensation Act. 1923 is a must. Which shall be ensured by the Agency and indemnify IPCL for any liability to pay compensation.

Accidental group insurance policy to be taken by Contractor for each workman with minimum 7 lakhs coverage for accidental benefit along with permanent disability and minimum 4 lakhs coverage for partial disability.

13.1. Engagement Related :

The Agency shall submit the following to Officer in-charge

- The detail profile of manpower to be deployed
- Character / Antecedent certificate issued by the appropriate authority
- Copy of Appointment letter and Employment card issued by the contractor / agency
- Labour license

- After submission of documents the Agency / contractor shall issue Photo Identity Card to the deployed manpower and submit a copy of photo identity card of each deployed person to the Officer in-charge
- The Agency should take prior permission of Officer in-charge in case of replacement of engagement of Manpower if any.

13.2. Attendance and Payment of Wages:

- The rate of wages to be paid to the manpower shall not be less than the rates of minimum wages notified by Govt. of West Bengal as amended from time to time under the Minimum Wages Act 1948 & rules made there under.
- Payment of wages to the deployed personnel by the Agency is no way linked with the release of pending bills of the contractor /agency by IPCL.
- There would be no increase in rates payable to the Agency during the contract period.

13.3. Provident Fund :

- The Agency shall get independent EPF code before deployment of manpower against the Work order.
- The Agency shall allot UAN number, PF account number, and get the nomination form duly filled in from each deployed Manpower.
- In case the manpower already has PF account number allotted to him, previously then the Agency shall get the transfer form filled up at the time of deployment and send to the office of the concerned Regional Provident Fund Commissioner office.
- The Agency shall provide due assistance during withdraw of the PF amount, when due.
- The PF contribution in respect of each manpower (deployed person) shall be deposited on or before 15th day of the following month in which the wages fall due or as and when amended.

13.4. Employee State Insurance (ESI) :

- The Agency should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining.
- At the time of joining the agency shall get the self / family registration form filled by the manpowers and submit to the local ESI office.
- The Agency shall facilitate collection of ESI cards for each manpower deployed.
- The ESI contribution in respect of each manpower (deployed person) shall be deposited on or before 15th day of the following month in which the wages fall due or as and when amended.

13.5. Other Terms & conditions :

- For all intent and purposes the Agency shall be the “Employer” within the meaning of different rules & acts in respect of Manpower so deployed. The persons deployed by the Agency shall not have any claim whatsoever like employer and employee relationship against the Authority of IPCL.
- IPCL shall not be liable to for any compensation whatsoever in the case of accident /injury to the person deployed by the Agency. Agency shall pay all claims / compensation /damages / penalty/ fine or any amount payable to the individual /authorities payable due to accident / injury to the person deployed by the agency and shall indemnify IPCL for any liability to pay under any applicable acts or rules and furnish duly signed IDEMNITY BOND.
- IPCL will not in any manner responsible for the any act, omission, commission of the deployed manpower deployed by the agency and no claim in this respect will lie against IPCL. If such claim is made against IPCL by any personnel deployed by the agency then the Agency will be liable to indemnify /reimburse IPCL all the money paid in addition to expenses incurred by him.
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- The Agency must indemnify and keep indemnified IPCL against all losses and claims for injuries or damage to any person or property whatsoever which may arising out of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
-
- In case the Agency fails to comply with any liability under appropriate law, and as a result thereof, the Authority of IPCL is put to any loss /obligation, monetary or otherwise, the Authority of IPCL will be entitled to get itself reimbursed out of the outstanding bills, to the extent of the loss or obligation in monetary terms.
- The Agency shall be liable to pay all statutory payments, taxes and minimum wages to the deployed manpower and to comply with all statutory requirements. Self-attested photocopies of such documents shall be furnished by the firm / Agency to the concerned Authority of IPCL if demanded.
- Any dispute or difference arising out of or in course of the contract, may be referred to the Arbitrator appointed by the Management of IPCL, Kolkata, and his decision in this regard shall be final and binding to both the parties.
-
- The Agency and manpower shall not be permitted to involve themselves in any kind of strike, rally, bandh or dharana held during the contract period and in the event of any such involvement of the Agency and their Manpower in such activities, action will be taken against the agency like removal of the agency from the list of Manpower providers / such deployed personnel will not be taken

further on duty / contract will be terminated and consequential forfeiture against the contractor.

14. REPRESENTATION, WARRANTIES AND GUARANTEES:

The Contractor hereby represents warrants and guarantees that:

- 14.1.1. It is a legally recognized entity under the laws of India;
- 14.1.2. The Contract contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- 14.1.3. It has studied the 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 Company the services as contemplated in this Contract;
- 14.1.4. It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- 14.1.5. It shall procure manpower suitable for the purposes of this Contract to render services as contemplated in this Contract;
- 14.1.6. 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 Company;
- 14.1.7. It shall duly pay the duties, taxes and levies as are set out in this Contract, which are to be paid by the Contractor;
- 14.1.8. 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;

15. FORCE MAJEURE:

15.1.1. 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: Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;

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.

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

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

15.2. Specific Events of Force Majeure:

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:

Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides, pandemic or other natural disasters, and Explosions or fires

Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;

Declaration of the Site as war zone.

Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

15.3. 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:

Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event

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

Use all reasonable efforts to resume full performance of the obligation as soon as practicable

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.

15.4. Mitigation of events of force majeure:

The Contractor shall:

(i) 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;

(ii) 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

(iii) Keep the Company 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.

15.5. 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.

15.6. 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 Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

16. RISK & COST:

If the Contractor fails to execute the work as per specification / as per the direction of Officer- In-charge within the scheduled period and even after the extended period, the contract shall get cancelled and the company 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 from the invoices of the Contractor.

17. TERMINATION:

The COMPANY 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 7 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 Company and Contractor. In case, a mutual consensus on revised price and other terms & Conditions is not reached between Company and Contractor, the Company reserves the right to terminate the contract immediately and allocate the same to any other contractor.

Further During the course of the execution, if at any time the COMPANY observe and forms an opinion that the work under the order is not being performed satisfactorily and the performance of the CONTRACTOR not found satisfactory, the COMPANY reserves its right to cancel/ terminate this contract giving 7 days' notice without assigning any reason and the COMPANY 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 to the COMPANY all drawing/documents prepared for this contract up to the date of cancellation of order along with all the equipment's provided by the company.

However, in case of any exigencies, inordinate circumstances, force majeure clause or contractor's failure, Company shall be entitled to terminate this Agreement forthwith without notice or compensation.

The Parties further agree that non-payment of Contractor's bills on time shall not be grounds for the contractor to terminate this Agreement or stop the work under the contract. If the contractor does so, the company shall be entitled to **deduct Liquidated Damage** equal to 50% of the total contract value. The said 50% deduction will be in addition to other remedies available to the company.

18. 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 company. 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 as amended from time to time and the venue & seat of such arbitration shall be Kolkata (West Bengal) only.

The Contractor agrees that, during the pendency of arbitration or any other legal proceeding, the Contractor shall be bound to fulfill his obligations under the Contract. Pending the dispute shall not be a ground to stop the work or abandon the site. If the Contractor fails to comply with his obligations under the contract or stop the work or commits negligence during the pendency of arbitration or any other legal proceeding, company shall be entitled to deduct Liquidated Damage equal to 50% of the total contract value.

19. GOVERNING LAWS AND JURISDICTION:

The proposed Agreement shall be construed in accordance with and governed by Laws of India. This agreement has been signed and executed at Kolkata so the courts of Kolkata (West Bengal) shall have the exclusive jurisdiction in all matters arising under this Agreement.

20. INDEMNIFICATION:

Contractor shall indemnify and save harmless COMPANY 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 Contract/Work Order.

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

Contractor shall at all times indemnify COMPANY against all liabilities to other persons, including the employees/workmen/manpower or agents of COMPANY 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 COMPANY by the claims of such person.

21. NOTICE:

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:

To,
The Head Procurement
India Power Corporation Limited
Plot 1, 2 & 3, Block-EP, Sector – V
Salt Lake City, Kolkata-700091

22. PERFORMANCE:

The performance of the CONTRACTOR shall be reviewed by the company 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.

23. ENTIRE AGREEMENT:

This Agreement including all Schedules attached hereto contains the complete understanding between the COMPANY 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.

24. 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 COMPANY and the CONTRACTOR.

25. EFFECTIVE DATE AND VALIDITY:

The award of work shall become effective for all purposes from **1st October 2023 and shall remain valid up to 30th September 2025 for 24 Months period**. After expiry of the validity period, it may be extended/renewed/replaced for such further period on such terms and conditions as may be mutually agreed to between the COMPANY and the CONTRACTOR. If no agreement is reached between the parties before the expiry of this Agreement, the said Agreement shall automatically lapse on **30th September 2025**.

26. Environmental, Health & Safety Plan :

Occupational Health & Safety:

- 26.1 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 safety management systems. Penalty will be imposed as per the IPCL policy for non-complying the safety observations as per applicable regulations and Act.
- 26.2 The contractor shall be responsible for compliance to provisions of all safety requirements under various notices, acts, rules and relevant applicable legislations. Also action taken report must be submitted to IPCL within the given time frame.
- 26.3 The contractor shall comply with all health and safety requirements on top priority basis as will be necessary by IPCL from time to time. In line with statutory requirement served by related organizations.
- 26.4 Any work related to distribution network that must be carried out by the contractor after only issuing the permit to work and a digitally or hard copy must be recieved from the concerned officer/ engineer of IPCL and one copy of such must be kept at site. And work shall be performed with all the required safety gadgets. After completion of the assigned task permit to work to be returned to be officer/ engineer after removing all sorts of temporary application of earths applied during the work. Adhering to safety compliances.

- 26.5 Mentioned List of required tools and safety gadgets (PPE) must be available with the team to perform the work as per job requirement. Also time to time an audit will be conducted by the IPCL safety team upon which any noncompliance observations will come under the ambit of penalty. However the contractors, those who are observing all safety norms and guidelines will be appreciated and recommended for R&R including prioritization for further job
- 26.6 Quality of the personal protective equipment must be as per the defined standard and suggested make mentioned in the **PPE SOP of IPCL**.
- 26.7 Contractors shall be liable to penalize for safety violation or any other serious safety issues.
- 26.8 The contractor employing two hundred employees or more , including contract workers , shall have a safety co-coordinator in order to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety coordinator who shall liaise with the safety officer on matters relating to safety and his name shall be declared to IPCL HSE Department with contact number and email ID.
- 26.9 The contractor shall be responsible to take action on high priority for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents as per CEA Regulations, 2011, Part-III of Sec-04 of
- 26.10 In case of any Accident, Injury, Near Miss the contractor shall immediately submit a statement of the same to the IPCL Safety Department, containing the details of the accident, any injury or casualties, extent of property damage and remedial action taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the IPCL Safety Department at the end of each month.

27. OHS Policy :

The contractor as per requirement of CEA Regulations 2023 and others electricity act and rules, as amended up to date, shall follow the Health & Safety policy of IPCL to implement requirement of the health & safety management system. Also contractor must be followed the risk control mechanism of IPCL.

28. 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 Company may permit for subletting any specific job or part thereof but this subletting/subcontract shall not done without the prior written consent of the Company.

With prior written approval of the Company, 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 the Company 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.

29. Severability :

If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

SECTION – IV- (ITB – INSTRUCTION TO BIDDERS)

1. GENERAL INSTRUCTIONS

The India Power Corporation Ltd. hereinafter called 'IPCL/ 'Company' will receive bids for **"Annual Operation & Maintenance Contract for HT and LT System (33kV/11kV/0.4kV/0.23kV) for 24 Months"**.

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 Company 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

2. 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) Qualifying Criterion – Section - I
- (b) Scope of Work – Section –II
- (c) General conditions of contract - GCC– Section-III
- (d) Instruction to Bidders – ITB - Section –IV

3. 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.

4. CLARIFICATION ON BID DOCUMENTS

- 4.1. 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 Company in triplicate. The Company, 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 Company in writing. The Company 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 Company. Written copies of the Company 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.

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

5. AMENDMENT TO BIDDING DOCUMENT

- 5.1. At any time prior to the deadline for submission of bids, the Company 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).
- 5.2. 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. Company will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 5.3. In order to provide prospective bidder reasonable time in which to take the amendment into accounts in preparing their bids, the Company may, at its discretion extend the deadline for the submission of bids.
- 5.4. 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.

7. SIGNATURE OF BIDS

- a. 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.

- b. Bid by cooperation/Company must be signed by the legal name of the cooperation/ Company by the president, managing director or by the secretary or other person or persons authorized to bid on behalf of such cooperation/Company in the matter.
- c. 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.
- d. Satisfactory evidence of authority of the person signing on behalf shall be furnished with the bid.
- e. The price bid should be prepared separately and placed in a separate envelope and sealed.

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

The bidders are strictly required to submit **only the hard copies of the bid documents** within the last date of Bid Submission at the following address:

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

The bids sent by any bidder vide any mode (such as email, fax etc.) other than the mode as mentioned above will lead to bid cancellation.

- f. 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'.
- g. If the envelopes are not sealed and marked as required by, the Company will assume no responsibility for the bid's misplacement /premature opening.
- h. The envelope shall bear the contract name indicated in the Bid Document, the Invitation for Bids - title and number indicated in the Bid Document.

8. Deadline for submission of bids

8.1 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 Company to collect the proposal from airlines, cargo agents shall be entertained by the Company.

8.2 Bids must be received by the Company in the address specified under clause 20.5 above, not later than the time and date mentioned in the invitation to bid.

8.3 The Company, 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 Company and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

9 Late Bids

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

10 Modification and Withdrawal of bids

10.1 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 Company prior to the deadline prescribed for submission of bids.

10.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provision.

10.3 No bid may be modified subsequent to the deadline for submission of bids

10.4 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.

11 Information required with the proposal

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

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

12. BID OPENING & EVALUATION

12 Opening of bid by Company

12.1 The Company 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.

- 12.2 The bidder's names, bid prices, modifications, bid withdrawals and presence or absence of the requisite bid security and such other details as the Company, at its direction, may consider appropriate will be announced at the opening.
- 12.3 No electronic devices will be permitted during the bid opening.

13 Clarification of Bids

To assist in the examination, evaluation and comparison of bids the Company 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.

14 Preliminary Examination

- 14.1 The Company 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.
- 14.2 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 Company 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.

- 14.3 Prior to the detailed evaluation, the Company 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.
- 14.4 A bid determined as not substantially responsive bid will be rejected by the Company may not subsequently be made responsive by the bidder of the non-conformity.
- 14.5 The Company 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.

15 Definitions and Meanings

15.1 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.

15.2 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 Company will use the parameters consistent with those specified in the specifications and documents and/or information as necessary and available to the Company.

16 Comparison of bids

16.1 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.

16.2 For the comparison purposes all the evaluated bid price shall be in Indian rupee

16.3 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.

17. ELIGIBLE BIDDERS AND QUALIFYING REQUIREMENT

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.

18. AWARD OF CONTRACT

AWARD CRITERIA

18.1 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 Company shall be the sole judge in this regard.

18.2 Further, the Company reserves the right to award separate contract to two or more parties in line with terms and condition specified in the Owing technical specifications.

19. Company's right to accept any bid and to reject any or all bids

The Company 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 Company's action.

20. NOTIFICATION AND AWARD

20.1 Prior to the expiration of the period of bid validity and extended validity period, if any, the Company 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.

20.2 The notification of award will constitute the formation of the contract.

21. SIGNING OF CONTRACT

21.1 At the same time as the Company notifies the successful bidder that its bid has been accepted, the Company will send the bidder the detailed letter of award, incorporating all the terms and conditions of the agreement between the parties.

21.2 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 Company.

21.3 This contract shall be valid till the entire tenure of the tender period.