

SECTION-III

GENERAL INFORMATION & SPECIAL INSTRUCTIONS TO TENDERERS

1. GENERAL:

These special conditions supplement the General Conditions of contract and shall be considered as part of the contract document. Where these special instructions are at variance with the corresponding conditions, stipulations, and specifications elsewhere in the tender document, these special instructions shall prevail.

2. LOCATION:

The site of work is at Institute for Plasma Research, Bhat Village, Gandhinagar. IPR, which is located at about 12 km from Ahmedabad railway station and 4 km from Ahmedabad Airport. The contractor should visit the area to assess the scope of work before submitting his tender.

3. CLARIFICATIONS:

The tenderers should note that if any clarification regarding specifications conditions of the contract, schedule of quantity, scope of the work etc is required he should contact the Stores Officer -1, IPR for the same. No claim on account of any ambiguity in any respect will be entertained at any stage later on.

4. MEDICAL FACILITIES:

The contractor shall arrange adequate facilities for first aid and other medical treatment for his staff and workers engaged on this work. Subject to availability, the contractor may be permitted to use the IPR Engineers' First Aid Facility.

5. SECURITY AND SAFETY RULES:

The contractor shall follow at site all security rules as may be framed by IPR from time to time regarding movement of materials and equipments to site, issue of identity card, control of entry of personnel and all materials. The contractor and his personnel shall abide by all security and safety measures imposed by the Engineer-In-Charge or his duly authorized representative from time to time. Nothing extra will be payable on account of stoppage / hindrance of the work on this account.

6. DEPLOYMENT OF MANPOWER :

OPERATION:

The contractor shall deploy persons as detailed below for operation:

Station In-Charge: The Station In-charge must be an engineer having Degree in Electrical Engineering and at least 8 to 10 years' of experience in operation and maintenance of similar kind of sub stations. The operation and maintenance of switch yard and other work stated in this tender shall be under his charge and normally he shall be posted in General / Day Shift (9AM -5:30PM) for all seven days of week arrangement of reliever for weekly off to be made. He shall arrange and organize shut downs if warranted,

plan and organize schedules for maintenance, coordinate between the Institute Engineer In-charge and other agencies involved. Working knowledge in Hindi, English language is essential and should be Computer literate with knowledge of MS Word, Excel & MS Project.

Shift In-Charge: The Shift In-charge must be an engineer with Diploma of Electrical Engineering and adequate experience of shift duties in similar type of sub stations. He shall be posted in shift of 8 hours. Three Shift In-charges would be deployed in a day and one as a Reliever. He shall be responsible for operation of substation. He shall report to the Station In-charge of the Contractor. Working knowledge of Hindi and English is essential and must be a Computer literate with knowledge of MS Word, Excel & MS Project.

Operators: The Operators shall be Diploma in Electrical Engineering or ITI with adequate experience of shift duties of similar kind of substation. Three operators shall be posted in each shift of 8 hours. Nine operators in a day with three relievers would be deployed and they would be responsible for maintaining log books and operations during his shift. Working knowledge in Hindi and English is essential and they must be Computer literate with knowledge of MS Word, Excel & MS Project. They will report to the respective Shift In-charge deployed by the Contractor.

The Station In-charge of the contractor shall be required to coordinate with the Engineer In-charge on a regular basis.

MAINTENANCE:

The persons to be deployed for maintenance shall be as follows:

Maintenance Engineer: Maintenance Engineer must have a Bachelor Degree or Diploma in Electrical Engineering and having at least 5 to 10 years' of experience in Maintenance of similar kind of substation. He shall be posted as and when required and responsible for routine and breakdown maintenance of substation.

Additional Persons : The additional persons comprising of skilled and unskilled headed by Maintenance Engineer shall be deployed for routine, yearly, half yearly maintenance during break downs and shut downs as per requirement and quantum of work. Apart from above the Testing engineers along with skilled persons shall visit substation for annual relay testing and in event of emergency whenever their services required for smooth functioning of substation.

Operation team of the contractor shall be exclusive and not utilized for regular, periodic and breakdown maintenance works.

IPR shall provide an office for the operation staff persons free of cost.

7. DEFINITION OF TEAM & TEAM DAY:

A team means a group of two experienced persons of different levels. The following constitutes a team:

a) One Shift In Charge &

b) Three (03) Operator

The above is for scope of work as included in Section IV.

The output of the team per shift is called a team day.

8. THE PERSONS TO BE DEPLOYED :

The persons to be deployed by the contractor shall be fit in all respect to carry out the work including that in higher elevation jobs, night duty etc.

9. IPR ENDORSEMENT OF PERSONS TO BE DEPLOYED BY THE CONTRACTOR :

The persons to be deployed must strictly meet the requirement of the work contracted to the contractor and the contractor must ensure that these persons remain for 12 months. The suitability of the persons to carry out the work contracted shall be endorsed by the Engineer-in-charge and in case, in the opinion of the Engineer in Charge, the deployed persons are found to be not suitable for the work, the contractor shall ensure immediate replacement of them. The additional persons deployed will also have the endorsement of the Engineer in Charge.

10. ABSENCE :

The Station In-charge shall be responsible to ensure that there is no absence of persons in any shift for any work assigned as per the contract.

11. ATTENDANCE:

Regular attendance of the personnel deployed shall be maintained by the Station-In-Charge and will be daily authenticated by the Engineer-in-charge or his representative to confirm the deployment. As attendance sheet will form an important document for settlement of bills, utmost care in maintaining this record involving monitoring, quality and custody shall be the sole responsibility of the Station-in-Charge.

12. SALARY AND WAGES TO THE PERSONS DEPLOYED BY THE CONTRACTOR :

Salary and wages for the persons deployed by the contractor shall be paid as per the terms conditions of this contract and the same shall be witnessed by an authorized officer of this Institute.

13. PENALTY:

Failure to deploy the persons:

a) Station-in-Charge: Rs.1500/- per day shall be recovered from the routine bill of the contractor.

b) Maintenance Engineer: Rs.1500/- per day shall be recovered from the routine bill of the contractor.

c) Shift-in-charge: Rs. 1000/- per day shall be recovered from the routine bill of the contractor.

d) Operator: Rs. 500/- per visit shall be recovered from the routine bill of the contractor.

The above penalty shall be in addition to the consequential loss, if any, the Institute may incur for substituting the requirement for running the system in view of the failure of contractor to deploy the persons as per the contract.

Failure to complete the repair and replacement work by the contractor as per the contract:

a) A maximum period of 7 days is allowed to the contractor to carry out the minor repairs and replacement. If the Contractor fails to complete the minor repairs and replacement within 7 days, IPR will charge penalty @ Rs. 1000/- per day from the 8th day till completing minor repairs/replacement.

b) If the major repairs/replacement cannot be completed within 7 days due to unforeseen reasons/causes, extension of time limit may be granted by the Engineer-In-Charge in writing after reviewing the nature of problem. The decision of Engineer-In-Charge in this regard shall be final and binding.

c) The Engineer-in-charge shall be final authority to determine between major and minor repairs / replacements.

14. BRIEF SCOPE OF WORK:

Scope of work shall be as per details mentioned in Section IV and has to be read in conjunction with other sections of this document.

The Operation of 132 KV Switchyard, 22KV & 11 KV Indoor Sub Station, HT< Switch Gear and 415 V Distribution Systems involves deployment of right persons as mentioned above for operation and these persons would be responsible for the work contracted for this purpose. The main jobs will include:

1. Routine Surveillance of 132kV Switchyard indoor equipment like Control Relay Panels, Station Metering Panel, Switch Yard Control Panel, AC Distribution Boards.
2. Routine Surveillance of 132KV Switch Yard Outdoor equipment such as Power Transformers(different ratings mentioned later), 145KV SF6 Circuit Breakers and their respective Field Control Panels, Isolators and their Respective Field Control Panels, Air Compressors, CTs, VTs, LAs etc., Distribution Transformers and all Indoor HT Boards and LT Distribution System.
3. Filling up of Approved Data Sheets for the different Indoor & Outdoor equipment of 132 KV Switch Yard, raising deficiency reports and communicating to Main Control Room, Engineer-in-charge and maintenance staff.
4. Recording all tripping of breakers and other events that occur in the order of sequence with the time of occurrence correctly and record them in Log Book.
5. Carrying out operations correctly and accurately and recording the same in the relevant Log Books
6. Strictly following operating instructions given by the Engineer-In-Charge.
7. Observing all safety precautions and ensure safety to men and material and the equipment during the contract period.
8. Attending to all emergencies which may arise during the contract period such as equipment failures, fire accidents, etc., shall get acquainted with the operations all equipment covered under the contract.
9. Attending to all Telephone calls and issue receipt message promptly.
10. Preparing daily reports and periodic returns in the prescribed format in duplicate and submit to the concerned Engineer-In-Charge. The Institute will supply the Forms and directions if needed.
11. Assuming responsibility for the equipment and other materials kept at the Substation area.
12. Assuming responsibility for any damages that occur due to mal-operation of equipment and shall make good the loss suffered by IPR.
13. To be alert and attending to all operations and events promptly without any delay.
14. Updating of interruptions Register, Call register, Data Book. Apart from the above, the contractor shall carry out the checks mentioned in Section IV in the document during the contract period daily.
15. Ensuring routine, preventive and breakdown maintenance works as mentioned in Section IV for the Maintenance of 132 KV Switchyard, 22KV & 11 KV Indoor Sub Station, HT< Switch Gear & 415 V Distribution Systems.

15. WORKING HOURS:

The normal working hours for operation staff shall be a block of continuous 08 (Eight) hours (including one hour for lunch and tea break). However, working hours may be changed depending on the work requirement; contractor's scope accordingly will vary. There will be 3 shifts per day for round the clock operation of the Sub-station.

Normally stay over beyond normal working hours will be avoided. However, reliever at all locations is to be ensured by the contractor.

The maintenance staff shall have to visit IPR at required intervals and complete the stipulated work in the given time schedules.

16. CO-ORDINATION OF WORK:

The tenderers shall note that they shall have to carry out their work in close co-ordination with other contractors' agencies working in the same premises.

17. VALIDITY OF OFFER:

The Tenderer shall note that the tender rates quoted by him shall be valid for a period of 180 days from the date of opening of tender.

18. RATES:

Rates must be submitted in the Rate Schedule given in Rate Schedule PART – II. Rates quoted shall include labour, accommodation, boarding and lodging material, tools, appliance, transport, equipment, taxes, octroi, duties, levies, contractor's supervision overhead and profit and all that are necessary for satisfactory completion of the job, other than services and materials supplied free by IPR.

The quantities furnished are approximate and may vary. The rates quoted by the contractors shall remain firm within the deviation limit stipulated in the form of tender.

Note: EPF & GST clause are mentioned at clause nos. **32 & 33** respectively.

19. TRANSPORT:

Contractor has to arrange passenger vehicle for transportation of manpower. Non-compliance of this will result in strict action. Details of passenger vehicle shall be intimated to designated Engineer/ Division Head -Power Systems Section after award of work. For unauthorized travelers in departmental bus penalty of Rs. 1000/- per person will be imposed.

20. TAXES AND ROYALTIES:

All royalties, excise duties, octroi, sales and other taxes will be paid for by the contractor directly. If refund of such payment are however admissible under the rules made by local authorities, the contractor may obtain such refund by following prescribed procedure laid down by the concerned authorities. The contractor shall take into account this fact while quoting his rates in the tender.

21. PAYMENT:

a) The payment for the completed work shall be made through running account bills payable monthly. The contractor shall submit his monthly bills along with satisfactory work done certification by the Engineer In-charge. The monthly bills should be submitted immediately after completion of each the month. IPR will make payment to contractor within 30 days from the date of submission of bill and certificate.

b) Payment for the last bill as well as release of Security Deposit will be subject to fulfillment of all the terms and conditions of the contract to the entire satisfaction of IPR. IPR reserves the right to hold the last payment and Security Deposit till the successful tenderer completes the pending job if any, to the

entire satisfaction of IPR, including satisfactory handing over of the switch yard and the equipment to the incoming contractor. However, the successful tenderer's payment will be withheld if the successful tenderer fails to hand-over the plants as they were at the time of taking over, considering normal wear and tear of plants during the course of operational period.

c) All the spares/consumables procured and used by the successful tenderer shall be original/genuine and new. IPR reserves the right to ask the successful contractor to use only original/genuine and new spares/consumables. However, before going to use, the successful contractor should furnish necessary delivery Challans to the IPR. The decision of designated Engineer/ Division Head -Power Systems Section in the respect of spares/consumables will be binding on the successful contractor

d) If the work carried out by the successful tenderer is not satisfactory, IPR shall hold such bills till satisfactory services are provided.

e) Any amount due from the successful tenderer to IPR will be recovered from his monthly bill.

22. ESCALATION:

No escalation is applicable throughout the contract period.

23. TERMINATION OF CONTRACT:

In the event of repeated lack of performance, negligence, unfair practices by the contractor to the scope of work in the opinion of the Institute, then the contract could be terminated at any stage without any reference to the right of action under any other clause of the contract.

The competent Authority reserves the right to consider the tender as a whole or in part at his discretion for which the contractor shall have no additional claim what so ever.

24. OBSERVANCE OF SAFETY PRECAUTIONS:

The contractor shall abide with all the safety regulations as included in the Electrical safety guide for works contract at site. The contractor shall comply with all applicable provisions of the safety regulations, cleanup program and other precautionary measures, which the Engineer-In-charge has in effect at the site. The contractor shall comply with all instructions given by the safety engineer or his authorized representatives regarding safety precautions, protective measures, clean up and all the other practice which in the opinion of the Engineer or his authorized representative might be hazardous.

For the work at elevated places, the persons identified to work shall be subjected to medical check up once in 12 months with respect to :-

- a) Vertigo
- b) Epilepsy/fits
- c) Other related medical problem

The fitness certificate in this regard shall be submitted in the prescribed format & duly counter signed by IPR AMO.

If the contractor has been found violating the safety rules more than twice as per the intimation received from concerned Engineer, he will be penalized by Rs.500/- each time and this amount shall be deducted from his R.A. Bills.

Safety and fire training for labour engaged on work shall be organized by the contractor under the guidance of IPR Safety Section. Cost for such training occurred, if any, shall be borne by the contractor.

Safety helmets, safety shoes, gloves and any other safety equipment are to be provided by the contractor to his workers.

25. SECURITY:

The contractor shall follow all security rules as may be framed by IPR from time to time regarding removal of material from site, issue of identity cards, control of entry of persons and other similar matters. The contractor's personnel shall abide by all security measure imposed by the Engineer-In-Charge or his duly authorized representative from time to time.

The Contractors' personnel shall not disclose any information or drawings furnished to him by IPR. Any drawings, records and other information's prepared by the contractor or by IPR or jointly by both for the execution of the works shall not be disclosed without the prior approval of the engineer. No photograph of the substation or any other place within the premises of IPR shall be taken without the prior approval of the Engineer-In-Charge.

26. PAYMENT TO WORKMEN:

The Contractor shall strictly comply with all provision of labour laws given in General Conditions of the contract.

The contractor shall strictly follow all provisions of Minimum Wages Act (s) (central or state *whichever is more advantageous to workers*), contract labour (regulation & abolition) act or any other act(s) applicable to workers in this area. The contractor shall have to strictly pay minimum wages to his personnel as notified by the Asst. Labour Commissioner (Central) as applicable from time to time. The payment of wages to the persons deployed by the Contractor may be witnessed by an accredited representative of the Institute.

The contractor must obtain valid license under the Contract Labour (R & A) Act 1970 and Contract Labour (Regulation and abolition central rules 1971) before the commencement of work and continue to have valid license during the currency of the contract.

If minimum wages increases during the contract period the difference (new minimum rate - old minimum rate shall also be payable by contractor).

The contractor shall record a certificate on every bill that minimum wages as applicable have been paid to all workmen. All Government / Institutes' notification procedure issued in this regard shall be applicable to this contract.

The contractor shall comply with the provision of payment of wages Act 1936, minimum wages Act 1948, employees liability Act 1938, Workmen's compensation Act 1923, Industrial disputes Act 1947, maternity benefit Act 1961 and the contractor labour (Regulation & Abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

27. LIABILITY FOR LOSS, DAMAGE, ACCIDENT ETC

The contractor shall immediately on award of work take out at his own cost a "Workmans' Insurance Policy" to a value equivalent to work order value. All policies taken by the contractor are to be in the joint names of the Institute and the contractor & the contractor is required to deposit the policies in original with the Authorised Authority. The contractor must have a third party insurance and insurance for workman compensation. The policy should include holidays also.

The first bill will be processed only after receipt of confirmation and documentary evidence of the policy enforced. The second bill will be processed only after due verification of the original insurance policy otherwise the second bill will be returned for compliance of the insurance clause.

In case there is a failure of keeping the insurance policy in force the contract will be terminated without giving any notice to the contractor. In this case the contractor shall be liable for the consequential losses that IPR will be subjected to.

If the policy was not in force for the intervening period the contractor shall be required to renew it without any delay and he shall be liable for consequential losses for not renewing it in time.

28. HOUSE KEEPING:

The contractor shall keep his work spot, site office and surroundings neat, clean and tidy. It should be free from dust, rubbish, scrap, surplus materials and unwanted tools and equipment. All scaffolding and temporary structure including the tools and equipment shall be removed as soon as the job for which they are intended are completed. All equipment and material to be taken inside the plant building shall be cleaned thoroughly before taking them inside. The contractor shall employ adequate housekeeping staff for above purpose. The Engineer-in-charge has right to stop the work, if the contractor fails to improve upon the house keeping after having been notified.

All the control rooms/operator room/relay room shall be maintained clean and free from dust, rubbish, scrap, surplus materials and unwanted tools and equipment.

All the unwanted/scrap materials are to be shifted at the assigned/specified area/scrap yard after consulting with Engineer In-charge.

A penalty of Rs.500.00 per occasion shall be imposed if any contractor or contractor's person is found chewing Gutka/ Smoking Cigarette during the period of contract.

29. SUB-CONTRACTS:

The contractor shall not sublet the whole or any part of the work without the written consent of the Institute.

The following undertaking shall be submitted by the contractor along with the request for the approval of sub-contract:

“I undertake that sub-contractor (Name of sub-contractor) who is being engaged by me to carry out work at this site will not violate any labour laws applicable to contract workers appointed by him. In case, if he fails to comply with requirement, I undertake that the same would be complied by me. In case of any prosecution filed by anyone including labour department, I undertake to accept the responsibilities before such court for violation done by my sub-contractor.”

The contractor shall bind every approved sub-contractor by their agreement to the terms and conditions of the contract. The subcontractor shall also oblige with all responsibilities as the contractor.

30. NOTICES:

Any notice, order direction or other communication to be given to the contractor under any of the provisions of the work order shall be intimated to the contractor be conclusively deemed to have been received by the contractor at the address mentioned in the work order or to the contractor's last known place of business or residence or to his Resident Engineer or Engineer in charge.

31. OTHER TERMS:

The contractor must furnish particulars of interstate migrant persons deployed or to be deployed in future, at IPR during the contract period.

The contractor can make the reasonable use of existing road at the site. The Engineer in charge will regulate the entry of the vehicles in the site.

Contractor shall make his own arrangement for providing all facilities like accommodation, boarding, lodging, transport to site etc. for the persons deployed by the contractor for the purpose of this contract. The contractor persons must be given transport to IPR and back at the prevailing rates. He shall submit details of vehicle being used for the transportation. For unauthorized travelers in the Institute's bus, penalty of Rs.800/-per person will be imposed. Transportation charges shall be in scope of contractor and

should not be deducted from the wages / salary of the persons deployed at IPR for the purpose of the contract.

The contractor shall submit the details of his previous similar works carried out as the proof of ability to carry out the specified work as specified in the Technical Evaluation form.

Contractor has to follow strictly the labour laws /acts, which are in force from time to time. Any payment required to his workmen shall be borne by the Contractor. He shall make necessary payment to insurance, provident fund and third party insurance etc. as per law.

The contractor is required to enclose with the tender an income tax clearance certificate made out exactly or signed by the income tax department counter signed by the income tax officer of their area. In case of partnership firms, the contractors shall submit individual income tax clearance certificate relating to all the partners in addition to the certificate relating to the firm. Contractors may note that their tender will not be considered unless the Income Tax Clearance Certificate accompanies it.

The contractor shall comply with all statutory requirements such as insurance coverage, workmen's compensation so as to absolve IPR of any and all liabilities in case of accidents. Contractor shall produce to IPR within 15 days from the date of work order, the insurance policy covering the workmen as per relevant act.

All disputed matters of the award of Contract shall be decided by IPR, and shall be final and binding on the Contractor.

The respective rights, privileges, duties and obligations of IPR and the Contractor under this award of contract shall be governed/determined by the laws of the State of Gujarat.

Engineer-in-charge will have the right to withdraw the works permit for any of the contract workmen for reasons of misconduct, incompetence in work, violation of safety and fire rules, negligence on duty etc.

Cost of damages caused due to bad workmanship shall be recovered from the contractor.

Before employment of labour for the work, the contractor shall obtain Labour License from Assistant Labour Commissioner for employment of Labour.

Payment shall be made to all workers upto **7th of every month** in the presence of authorized representative of IPR. Non-compliance of this will result in strict action; explanation call and penalty of Rs. 500/- per day will be deducted from bills.

The knowledge/Information of availability of manpower on daily basis shall be responsibility of contractor himself the information regarding manpower absent shall not be communicated by Engg-in charge. Contractor should ensure availability his representative throughout the contract period who shall be responsible for manpower availability and their record keeping

32. IMPLEMENTATION OF EPF & MP ACTS, 1952:

The contractor must have a provident fund code allotted to it by RPFC, Ahmedabad or any other RPFC. This has to be submitted by the contractor before the award of work otherwise IPR may reject their offer without assigning any reason. The contractor shall submit along with the monthly bills, a monthly statement showing the PF remittance and the copies of relevant challan duly certified by the Engineer In Charge. For payment of the final bill, the contractor shall furnish following documents.

a) Letter from PF officer concerned (where the registration is done by the contractor) stating that the contractor is operating the PF code without any default.

b) An affidavit stating that all the liabilities on account of PF for the Employees / labours deployed by the contractor for the work, has already been liquidated and indemnifying IPR of any future liabilities on this account and IPR will have no responsibility on this account

In the event, the contractor not complying with the condition, the following action shall be taken:

a) Work order shall be issued only after submitting PF registration code by the contractor, otherwise next to L1 party may be evaluated.

b) If contractor does not submit PF remittance proof with monthly bill, then the amount equivalent to 13.61% of the minimum wages component of labour supply portion will be reduced from the payment due to the contractor. On submission of the proof, this will be refunded. If not submitted till final bills, the contract price will be reduced since the price includes these elements. In addition the contractor shall be liable for any action as deemed fit.

If contractor does not submit the Affidavit as specified in para 32 (b) above, then final bill will not be processed.

33. GST

The contractor should quote the price “inclusive of service tax” or “exclusive of service tax”. In case the contractor quote the price exclusive of service tax, in the quoted price following information may also be furnished by the contractor:

GST rate applicable under this contract.

Value on which the GST is applicable. In case the value specified is less than the contract value. The contractor should specify item-wise reference, which, attracts the GST, should be given separately.

In case, the contractor quote the price without specifying the GST, the tender will be treated as “the price is inclusive of GST”.

IPR is entitled to avail tax benefit as per the following notifications issued by Finance Department, Government of Gujarat : No. 45/2017-STATE TAX (RATE) DATED 15/11/17 for SGST. As per above notifications IPR will bear only 5% IGST for procurement of goods from outside Gujarat & 2.5% CGST and 2.5% SGST (total 5%) for procurement of goods within Gujarat. Vendors are required to charge tax as per these notifications while quoting/supplying the goods.

34. FACILITIES

A: Under IPR's scope:-

- i) Access to canteen at non-subsidized rates during working hours of shift only.
- ii) Office space (one-room) for Engineers & safe storage will be provided.
- iv) Spares for replacement as and when required.

B: Under Contractor's scope:

- i) Boarding & lodging to his personnel.
- ii) Medical facility & Insurance coverage.
- iii) All test & measuring instruments & tools with valid calibration certificate as required.
- iv) Uniform to staff as per specs given by IPR before placement of order.
- v) Personal Safety aids like helmets, shoes and safety belts, aprons and gloves, etc.
- vi) Transport facility for contractor staff
- vii) PC and printer for data entry and taking print out of technical reports.

Contractor shall be responsible for maintaining and storing the data pertaining to the work.