
SOUTHCO UTILITY
CORPORATE OFFICE: COURTPETA–BERHAMPUR–GANJAM-760004
Email: procurement.southco@southcoodisha.com
Website: www.southcoodisha.com

**E-TENDER NOTICE NO.SOUTHCO/ANNUAL MAINTENANCE CONTRACT OF 33/11 KV
PRIMARY SUB-STATIONS/02/2017-18 DATED 08-06-2017**

**TENDER SPECIFICATION FOR “Annual Maintenance Contract (AMC) of 33/11KV Primary
Sub-stations (PSS) of various Distribution Divisions under the “SOUTHCO UTILITY”**

Issue of online tender documents (bid sheets):- From dt- 08.06.2017 (10.01 AM) up to 03.07.17 (1.00 PM)

Last date of submission of online tender : -Up to dt- 03.07.2017 (5.00 PM)

Submission of Tender (Hard Copy) : - Up to dt-04.07.2017 (1.00 PM)

Opening of Techno-commercial bid (Part-I): - On Dt. 04.07.2017 after 4.00 PM

SOUTHCO UTILITY
CORPORATE OFFICE: COURTPETA, BERHAMPUR, PIN-760004 DIST: GANJAM (ODISHA)
Email: procurement.southco@southcoodisha.com , Website: www.southcoodisha.com

TENDER NOTICE

E-TENDER NOTICE NO.SOUTHCO/ANNUAL MAINTENANCE CONTRACT OF 33/11 KV PRIMARY SUB-STATIONS/02/2017-18 DATED 08-06-2017.

For and on behalf of SOUTHCO UTILITY of Odisha, the undersigned invites sealed tender super scribing the Tender Specification No.[] & Date[] of opening of Tender from the eligible Bidders for the “**Annual Maintenance Contract** (herein after called AMC) **of 33/11KV Primary Sub-stations** (herein after called PSS) **of various Distribution Divisions under SOUTHCO UTILITY**” as per the Scope of Work.

SCHEDULE OF WORKS:

Sl. No.	Name of Work	Unit	Quantity	Cost of Tender Paper (Rs.)	EMD (Rs.)
1	“AMC of 33/11KV PSS of various Distribution Divisions under “SOUTHCO UTILITY”	No. of Division	19 nos. Divisions (170 nos. of 33/11 KV PSS -List enclosed in Annexure – VII of Tender Specification)	5,000/- + 5% VAT (Non-refundable)	Rs.15,000/- per Sub-Station

TIME SCHEDULES:-

1.	Pre-Bid Meeting	On 21-06-2017 (11:30 AM)
2.	Last Date & Time for submission of Tender Hard copy	Up to dt-04.07.2017 (1.00 PM)
3.	Date & Time for Opening of Techno-commercial Tender	On Dt. 04.07.2017 after 4.00 PM

The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/SOUTHCO. Complete set of bidding documents are available in www.tenderwizard.com/SOUTHCO portal from Dt.08.06.2017 /10.01 AM onwards (as per the e-tender schedule). Interested bidders may visit SOUTHCO’s official web site www.southcoodisha.com or www.tenderwizard.com/SOUTHCO for detail specification.

Any addendum / corrigendum to this e-Tender Notice shall be uploaded in the **website** only.

GM (Material Mgt., Vig. & MRT)

The bidders can view the tender documents from www.southcoodisha.com website free of cost.

(i) The bidders who want to submit bid shall have to pay the Rs. 5,250.00 towards tender cost (non-refundable which is inclusive VAT @ 5%), in the form of Demand draft only, drawn in **favour of Administrator, SOUTHCO Utility, payable at Berhampur.**

(ii) The bidders shall have to submit the non-refundable tender processing fee of **Rs.575.00** per Division *which is inclusive of service tax @15%* in the form of e-payment mode.

(NOTE: For tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).

(iii)The bidders shall scan the Demand Draft / Bank guarantee, towards **EMD** and **Tender Cost** against the tender and upload the same in the prescribed form in .pdf or .jpg format in addition to sending the original as stated above.

(iv) The prospective bidders are advised to register their user ID, Password, company ID from website www.tenderwizard.com/SOUTHCO by clicking on hyper link "**Register Me**".

(v) Any clarifications regarding the scope of work and technical features can be had from the undersigned during office hours.

NB: All subsequent addendum/Corrigendum to the tender shall be hoisted in SOUTHCO's official web site www.southcoodisha.com and www.tenderwizard.com/SOUTHCO only

GENERAL MANAGER (MM, Vig. & MRT.)

For detail procedure to be followed for submission of Bid, please refer Clause No. 8 & 9 of ITB (page no.12 to 14)

SOUTHCO UTILITY
CORPORATE OFFICE: COURTPETA, BERHAMPUR, PIN-760004
DIST: GANJAM (ODISHA)

Email: procurement.southco@southcoodisha.com / Website: www.southcoodisha.com

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SECTION – I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

For AMC of 33/11KV Primary Sub-stations of various Distribution Divisions under "SOUTHCO UTILITY"

(COMPETITIVE BIDDING)

E-TENDER NOTICE NO.SOUTHCO/HOLOGRAPHIC TAMPER EVIDENT PAPER SEAL/02/2017-18 DATED 08-06-2017

SECTION –I

1.0 For and on behalf of the SOUTHCO UTILITY of Odisha, the undersigned invites Bids in two part Bidding system in sealed cover in duplicate duly superscribed with Tender Specification no. [] and date of opening [] from the eligible Bidders for "AMC of 33/11KV- PSS of various Distribution Divisions under SOUTHCO UTILITY" as per the scope of work for different Divisions under SOUTHCO UTILITY.

The following works are to be carried out in the 33/11KV PSS during the period of the AMC by the Tenderer / Service Provider under the guidance and control of Officer-in charge of the PSS.

1.1 SCOPE OF WORK. (AT ANNEXURE-C)

Please refer **Annexure C** for the details scope of work.

2.0 Submission of the Bids:

- 2.1 Sealed tenders in Two parts each in duplicate and complete in all respects in the manner hereinafter specified are to be submitted to "General Manager (MMV & MRT), SOUTHCO UTILITY, Corporate Office, Courtpeta, Berhampur 760004" on or before the date and time specified in the notice inviting the tenders. Each copy of the Bids (original and duplicate) shall be submitted in separate double sealed envelopes super scribed on each of the covers the tender specification number and the due date of opening of the Bids on the right hand top side of the envelop. On the left top side original / duplicate as is relevant shall be written.
- 2.2 The Bidding for "AMC" shall be done for each Division under SOUTHCO UTILITY. The Bidders are free to submit their offer for 01(one) Division or multiple Divisions. Bidders should furnish non-refundable Tender Cost of Rs.5,000/- plus 5% VAT through Bank Draft drawn in favour of " **Adminstrator SOUTHCO UTILITY " payable at " Berhampur "**.
- 2.3 The Bidders are required to submit a detailed and comprehensive Bid, consisting of Technical and Commercial Proposal and conditions/ schedule of non-compliance, if any. The submission of the Bids shall be in the manner specified in the instruction to Bidders.
- 2.4 SOUTHCO UTILITY will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation and delivery of Bids.
- 3.0** SOUTHCO UTILITY reserve the right to cancel, postpone, withdraw the invitation for Bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision if the situation so warrants. **SOUTHCO Utility reserves the right to add / delete any sub-stations from the list (Annexure – VII) of any division.**

4.0 EMD & Time Schedule: For each tender item shall be read as follows:

Description	Date & Time
Pre-Bid Meeting	21-06-2017 at 11:30 AM
Submission of Bids Hard copy	[04-07-2017 within 01:00 PM]
Opening of Bids	[04-07-2017 after 04:00 PM]
Maximum No. of Divisions	[3 nos. Divisions]
AMC Period	01 (one) Year which may be extended for further 01 year if the performance is found good and satisfactory.
Cost of Bid Document (Non-Refundable)	Rs. 5,000/- (Rupees Five Thousand) Only plus 5 % VAT in shape of Account payee Demand Draft in favour of the "Adminstrator SOUTHCO UTILITY", payable at Berhampur.
Amount of E.M.D payable	Rs.15000/- per Substation in shape of Account payee Demand Draft in favour of the "Adminstrator SOUTHCO UTILITY", payable at Berhampur only.
Performance Bank Guarantee	An amount of 10% (ten percent) of the total quoted AMC Price.
N.B: i. Bidder has to quote for minimum 1 (one) Division. ii. A single Bidder can quote for multiple Divisions. iii. Bids will be opened Circle-wise in the alphabetical order of Division names under the Circle. iv. Once a single Bidder reaches Lowest (L1) price for 3 (Three) Divisions, no further Bid document for the same Bidder will be opened.	

5.0 QUALIFICATION OF BIDDERS:

5.1 MIINIMUM QUALIFYING REQUIREMENTS:

- a)** The prospective Bidder(s) should be a registered Sole Proprietor Firm/ Partnership Firm/ Company, possessing valid HT Electrical License from the ELBO (Electrical Licensing Board, Odisha) , Government of Odisha.
- b)** The Bidder should possess the followings:
- i. Valid Labour Contract License
 - ii. Valid EPF Registration Certificate.
 - iii. Valid ESI Registration Certificate.
 - iv. Valid Service Tax Registration Certificate.
 - v. PAN No.
 - vi. TIN No.
 - vii. Registration Certificate of the \ Partnership Firm \ Company from respective Authorities.
 - viii. Declaration of self with regard to non-blacklist as per attached **Annexure – VIII**
 - ix. Copy of Memorandum and Article of association in case of company.
 - x. Users certificate regarding performance.

- xi. Self attested copy of challan for the month of May'2017 (EPF, ESI & Service tax).
- xii. Income tax return for last three years.

- c) The Annual Turnover of the prospective Bidder(s) should be equal to or more than 1 Cr. from service business in the any of the preceding three years of **FY 2016-17**.
- d) SOUTHCO UTILITY reserves the right to reject all or any tender without assigning any reason at any time and at any stage.
- e) The intending Bidder(s) shall furnish the documentary evidence pertaining to the above qualifying criteria or else their Bid shall be rejected outright.
- f) The prospective Bidder should quote taking into account all the sub-stations in a particular Division as indicated in **Annexure- VII**.
- g) Each bidder shall submit the bid by himself only. **A Bidder in joint venture / consortium shall not be allowed to participate in the Tender.**
- h) An affidavit declaring non-black listing of the firm by any Public Utility organization will be submitted as the format attached in **Annexure – VIII**.

5.2 The intending bidder(s) shall furnish the self attested documentary evidence pertaining to the above qualifying criteria else their bid shall be rejected outright. They shall submit original document for verification as and when required by SOUTHCO Utility.

5.3 All the documents submitted shall be in English language or in English translation attested by a Notary.

6.0 All correspondence with regard to the above shall be made to the following address:

**General Manager
Material Management, Vigilance & MRT
Corporate Office, SOUTHCO UTILITY**

SECTION – II

INSTRUCTION TO BIDDERS (ITB) GENERAL TERMS **OF CONDITIONS OF THE AMC (GTC)**

SECTION –II

INSTRUCTION TO BIDDERS (ITB) **GENERAL TERMS OF CONDITIONS (GTC) OF THE AMC**

1.0 DISCLAIMER:

- 1.1 Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Bid Document.
- 1.2 Neither SOUTHCO UTILITY nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, provision of Services and any other information supplied by or on behalf of SOUTHCO UTILITY or its employees, or otherwise arising in any way from the selection process for the Service Provider.
- 1.3 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy himself that documents are complete in all respects. Intimation of any discrepancy/doubt shall be sent to the SOUTHCO UTILITY address for speedy response.
- 1.4 This Bid document and the informations contained herein are **Strictly Confidential** and are for use of only the person (s) to whom it is issued/ downloaded from the website. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

2.0 COST OF BIDDING:

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and SOUTHCO UTILITY shall in no case be responsible or liable for those costs.

3.0 BIDDING DOCUMENTS:

- 3.1 The Scope of Work, Bidding Procedures and AMC Terms are described in the Bidding Documents. In addition to the covering Letter accompanying Bidding Documents, the Bidding documents include:

- (a) Invitation For Bids (IFB) - Section –I
- (b) Instruction To Bidders (ITB) & General Terms - Section –II
and Conditions of AMC (GTC)
- (c) List of Annexures - Section –III

- 3.2 The Bidder is expected to examine this Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information(s) required in the Bidding document(s) or submission of a Bid not substantially responsive to this Bidding Documents in every respect will / may result in the rejection of the Bid.

4.0 AMENDMENT OF BIDDING DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of Bids, the SOUTHCO UTILITY may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by way of issuing an addendum. All addendum/corrigendum shall be published through respective website www.southcoodisha.com or www.tenderwizard.com/SOUTHCO for detail enquiry.

- 4.2** The Amendment/ Addendum shall be part of this Bidding Documents, pursuant to Clause 4.1, and it will be binding on the Bidders.
- 4.3** In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing of their Bids, SOUTHCO UTILITY may, at its discretion, extend the period / deadline for the submission of Bids.

5.0 LANGUAGE OF BID:

The Bid, prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the SOUTHCO UTILITY, shall be written in the English Language.

6.0 SUBMISSION OF BID:-

6.1 MODE OF SUBMISSION OF BID:-

The bidder shall submit the bid in Electronic Mode only i.e. in www.tenderwizard.com/SOUTHCO portal. The bidder must ensure that the bids are received in the specified website of the SOUTHCO by the date and time indicated in the Tender notice.

6.2 Bids submitted by telex/telegram will not be accepted.

6.3 The SOUTHCO reserves the right to reject any bid, which is not submitted in electronic mode and according to the instruction, stipulated above.

7.0 PARTICIPATION IN e-TENDER:-

7.1 ACQUISITION OF DIGITAL SIGNATURE CERTIFICATE

- (i) For all the users it is mandatory to procure the Digital Signatures of Class III only.
- (ii) Bidders / Suppliers are requested to follow the below steps for registration.

7.2 REGISTRATION IN TENDER WIZARD PORTAL

- (i) Log in www.tenderwizard.com/SOUTHCO Click "Register", fill the online registration Form.
- (ii) Payment for an amount of Rs. 2300/- shall be made to KSEDCL, Bangalore for vendor registration in tender wizard portal in e-payment mode only.
The bidders/supplier who have already registered in e-tendering site of SOUTHCO, they need not to pay the registration amount to KSEDCL again for this tender.
- (iii) As soon as the verification is being done the e-tender user id will be enabled/provided.

7.3 ON LINE REQUEST FOR e-tender DOCUMENTS.

After viewing Tender Notification in www.tenderwizard.com/SOUTHCO if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs (Digital signature certificate). If any Bidder wants to participate in the tender he has to follow the instructions given below.

- (i) Insert the PKI (which consist of your Digital Signature Certificate) in your System. (Note: Make sure that necessary software of PKI be installed in your system).

(ii) Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).

(iii) Go to Start > Programs > Internet Explorer. Type www.tenderwizard.com/SOUTHCO in the address bar, to access the Login Screen.

(iv) Enter e-tender User Id and Password, click on "Go". Click on "Click here to login" for selecting the Digital Signature Certificate. Select the Certificate and enter DSC Password. Re-enter the e-Procurement User Id Password

(v) Click "Un Applied" to view / apply for new tenders.

(vi) Click on Request icon for online request. After making the request, bidder has to pay the requisite tender processing fee (as indicated in tender notice Page -3) through **e-payment** facility only available in the portal. Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps.

(vi) Click to view the tender documents which are received by the user. Tender document screen appears.

(vii) Click "Click here to download" to download the documents.

NOTE: For vendor registration and payment of tender processing fee to KESDCL, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking.

8.0 ONLINE SUBMISSION OF BID

The bidder has to furnish the **Tender cost, BID SECURITY (EMD) and a set of hard copy of supporting documents uploaded in this tender except bid sheets (.xls)** prior to last date and time of receipt of bids as specified in tender Notice. Tender processing fees is mandatory & to be paid on e-payment mode as stated elsewhere in the document.

8.1 PROPER FILLING UP OF THE PRICE SCHEDULE:

The bidder should fill up the Techno commercial and price schedule properly and fill in the bid sheets provided in .xls format and up-load the same without changing the file name. The tender may be rejected if the schedule of price is submitted in incomplete form.

NB: The bid sheets (.xls file) shall be uploaded in www.tenderwizard.com/SOUTHCO portal, prior to online closing of the tender. By no other means (except online) price bid shall be accepted for evaluation of tender.

(i) After completing all the formalities Bidders will have to submit the tender as specified NIT and they must take care of all instructions. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.

Note down / take a print of bid control number once it displayed on the screen

(ii) Tender Opening event can be viewed online.

(iii) Competitors bid sheets are available in the website for all participated bidders.

NOTES:

For any e-tendering assistant contact help desk number,
080- 40482000(Bangalore). SOUTHCO HELP DESK- 09937140591

9.0 DEAD LINE FOR SUBMISSION OF BIDS

Soft copy of the bid shall be uploaded through the portal www.tenderwizard.com/SOUTHCO on or before the online submission time and date as stipulated in the bidding document. DD towards Tender cost, DD towards Bid Security & a set of all required documents (except bid sheets in .xls format) must be received by SOUTHCO at the address specified not later than the time and date stated in the tender notification. In the event of the specified date for the submission of bids being declared a holiday for SOUTHCO, the bids will be received on the next working day as per the time indicated in tender notification.

SOUTHCO may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB for the reasons specified therein at any time prior to opening of, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

10.0 LATE BIDS

(i) Soft part of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., bid security, tender cost & any other document) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., bid security, tender cost.)] shall be returned unopened to the bidder.

(ii) Hard copy of the bid security of the bid received by SOUTHCO after the deadline for submission of bid prescribed by the GTCC will be considered as late bid even if the bidder has uploaded the soft part of the bid within the stipulated deadline. In such a case, the soft part of the bid uploaded on the portal shall be sent unopened to "Archive" and shall not be considered at all any further.

11. MODIFICATION AND WITHDRAWAL OF BIDS:-

Bidder may modify or withdraw its bids through the relevant provisions on the portal www.tenderwizard.com/SOUTHCO up to due date and time of submission of bid indicated in tender notification.

The Bidder's modifications shall be done and submitted as follows:

Modified Electronic form of the bid as per the provision of portal therein.

Bidder may withdraw its bid through the relevant provisions of portal only.

No bid shall be modified/ withdrawn subsequent to the dead line for submission of bids. Withdrawal/modification of bid before the expiry of bid validity shall result forfeiture of Bidder's bid security.

12.0 SEALING AND MARKING OF BID:-

(A) Hard copy of the followings should be submitted with SOUTHCO:

- (i) Tender Cost
- (ii) Tender processing fee acknowledgement copy.
- (iii) Bid Security (EMD) in shape of DD as described.
- (iv) All uploaded file except price bid .The same shall be uploaded in **www.Tenderwizard. com / SOUTHCO portal only.**

(B) First Envelope

- (i) The Electronic Form/Template of the bid for First Envelope (Techno –Commercial bid), as available on the portal, shall be duly filled.
- (ii) Attachments –Scanned copy of documents in support of meeting the Minimum qualifying requirement of the tender (both technical and financial).

13.0 Earnest Money Deposit E.M.D:

- 13.1 The Bidder shall submit E.M.D as a part of the Bid in the prescribed manner for the amount mentioned in **ANNEXURE-VII** of the tender documents. The Bids without E.M.D shall be rejected outrightly.
- 13.2 The E.M.D shall be in the following form:
E.M.D in the form of an A/C Payee Demand Draft in favour of the **Administrator, SOUTHCO UTILITY** issued by a Scheduled Bank payable at Berhampur Head Quarter office only.
- 13.3 Unsuccessful Bidder's E.M.D shall be refunded back as promptly as possible, but not later than thirty (30) days after the expiry of the period of Bid validity & it will not carry any interest.
The successful Bidder's E.M.D shall be discharged upon after signing of the contract and furnishing of the performance security.
- 13.4 No adjustment of any previous deposit or any amount payable from the owner (SOUTHCO UTILITY) shall be entertained for EMD. EMD amount so deposited shall not carry any interest payable to the Bidder.
- 13.5 The E.M.D may be forfeited due to following reasons:
 - i. If the Bidder withdraws or alter its Bid during the period of Bid validity specified by SOUTHCO UTILITY .
 - ii. In case the successful Bidder fails to give his acceptance or to sign the AMC in specified time and / or fails to submit the requisite performance Bank guarantee, after execution of contract within specified time frame.

14.0 BID PRICE:

- 14.1 Bidders have to quote price strictly as per the Price Bid sheet, **excluding service tax**. The total Bid Price shall also cover all the Service Provider's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of AMC of 33/11KV Primary Sub stations, under the Division quoted for, all in accordance with the requirement of Tender Documents.
- 14.2 Prices quoted by the Bidder shall be **"FIRM"** and not subject to any price adjustment during the ensuing period of the AMC or extended period of AMC.
- 14.3 A **Bid submitted with variable Price / an adjustable price / conditional offer / not as per the enclosed format shall be treated as non-responsive and rejected outrightly.**

15.0 AMC PRICE:

15.1 The Prices quoted for the AMC shall remain FIRM as per the above Parameters during the AMC period and SOUTHCO UTILITY shall not compensate Bidder for any variations during the period of contract.

15.2 If however there is, any statutory variation in the rates, taxes & duties within the contract period, the same shall be borne by the Bidder / Service provider.

16.0 BID CURRENCIES:

Prices shall be quoted in Indian Rupees Only.

17. DOCUMENTS ESTABLISHING CONFORMITY TO THE BIDDING DOCUMENTS:

The Bidder shall submit documentary evidences establishing conformity to the Bidding Documents.

18. PERIOD OF VALIDITY OF BIDS:

- a. Bids shall remain valid for **120 days** from the date of opening of Techno-commercial Bids.
- b. Notwithstanding Clause 18.a above, the **SOUTHCO UTILITY** may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing by e-mail/post/courier.

19 ALTERNATIVE BIDS:

Bidders shall submit Bids, which may comply with the terms and conditions of the Tender Documents. Alternative Bids submitted ambiguously shall not be considered for evaluation.

21 ONE BID PER BIDDER:

Each Bidder shall submit Bid by himself only. A Bidder in joint venture/ consortium shall not be allowed to participate in the Tender.

22 LATE BIDS:

Any Bid received by the SOUTHCO UTILITY after the time deadline for submission of Bids prescribed by the SOUTHCO UTILITY, will be declared "Late" and will be rejected outright and will be returned unopened to the Bidder.

23 MODIFICATION AND WITHDRAWAL OF BIDS:

- a) The Bidder may modify or withdraw his Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the **SOUTHCO UTILITY** prior to the time deadline prescribed for **submission of Bids**.
- b) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of tender. A withdrawal notice may be sent by email but must be followed by an original signed confirmation copy.
- c) No Bid can be modified subsequent to the time deadline for submission of Bids.
- d) No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid form.

24 EVALUATION OF BID:

24.1 PROCESS TO BE CONFIDENTIAL:

Information relating to the examination/verification, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or

any other persons not officially concerned with such process. Any effort by a Bidder to influence the employees of SOUTHCO UTILITY processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

24.2 CLARIFICATION OF BID:

24.2.1 PRE-BID MEETING & CLARIFICATION ON TENDER DOCUMENT BY BIDDERS:

A pre-Bid meeting shall be held on [21-06-2017] at [11.30 AM] in Conference Hall, SOUTHCO UTILITY Corporate Office. The Bidder can seek for any clarification or any queries relating to the Tender Specification. Bidder(s) may submit their queries for clarification in writing before 17-06-2017 at 05.00 PM, which will be replied. Any queries received after [05:00 PM] on [17-06-2017] will not be entertained / replied.

24.2.2 COMMERCIAL CLARIFICATION OF BIDS:

To assist in the examination, verification, evaluation and comparison of Bids, the SOUTHCO UTILITY may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

25 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS:

- a) SOUTHCO UTILITY will examine the Bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order and has complied all the requirements of the Bid.
- b) A Bid determined as not substantially responsive will be rejected by the SOUTHCO UTILITY and will not subsequently allowed to be made responsive by the Bidder by correction of the non – conformity.

26.0 EVALUATION AND COMPARISON OF BIDS:

- a. The evaluation of Bids shall be done Division wise. The quoted price for the Division shall be competitive price for all the electrical sub-stations available for that particular Division. **The successful Bidder shall be awarded with the AMC not exceeding 03 (Three) Divisions.**
- b. The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes:
 - i. **In the first stage**, the Bids would be subjected to a responsiveness check as detailed in the Qualifying requirement. The Technical Proposals and the Commercial terms & conditions of the Bidders would be evaluated.
 - ii. Subsequently, the Financial Proposals/ Price Bid of Bidders of the responsive Bidder(s) shall be considered for evaluation. Price Bids will be opened alphabetically as per the Division list considered for opening.
 - iii. However, SOUTHCO UTILITY will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

27.0 THE SOUTHCO UTILITY HAVE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS OR TO RELAX ANY TERMS AND CONDITIONS:

27.1 SOUTHCO UTILITY reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of AMC, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the grounds for the SOUTHCO UTILITY's action.

27.2 SOUTHCO UTILITY reserves the right to relax/modify/change/alter the terms and conditions at its discretion in the interest of the Utility before one day of the submission of the Bid.

27.3 SOUTHCO UTILITY would reject the Bid, in case the Bidder quotes abnormally low/ or for any valid reason to execute the AMC.

28.0 THE SOUTHCO UTILITY'S RIGHT TO VARY QUANTITIES:

The SOUTHCO UTILITY reserves the right to vary the quantity i.e. increase or decrease the number of Sub Station work assignment without any change in terms and conditions at the time of placing the orders or during the execution of the AMC. In such event, the price shall be determined on prorata rate basis on the awarded price.

29 NOTIFICATION OF AWARD & AMC AGREEMENT:

- a) The Notification of Award shall be issued to the successful Bidder(s), whose Bid(s) have been considered responsive, techno-commercially acceptable and evaluated to be the Lowest (L1) Bid.
- b) The successful Bidder shall be required to furnish a letter of acceptance to the Utility **within 7 days** of issue of the Notification of Award of AMC by SOUTHCO UTILITY.
- c) The successful Bidder shall be required to sign AMC Agreement with SOUTHCO UTILITY as per the format enclosed as **Annexure V** to the Bid document within 20 days from the date of the Notification of Award of AMC. In case the agreement is not signed, Bidder will be treated as if Bidder is not qualified in the Bidding process and EMD will be forfeited. The L2 Bidder will be given the offer to work in the L1 price.

30. SECURITY DEPOSIT :

Within 15 days of the signing of the AMC Agreement, the successful Bidder shall furnish the Performance Security in the form of D.D/ Bank Guarantee executed on non-judicial stamp paper worth Rs.100/- (Rupees One hundred only) issued by a Scheduled Sector Bank in favour of the Administrator SOUTHCO UTILITY en-cashable at Berhampur only for an amount of 10% (ten percent) of the total AMC Price in accordance with the Performance Bank Guarantee Form provided at Bidding Documents.

The Bank Guarantee shall be valid for a period not less than 90 days over and above the contract period.

31.0 GENERAL REQUIREMENTS:

- a) The Bidder / Service provider shall be responsible & shall comply with the provisions of all statutory Acts i.e Electricity Act 2003, CEA (Measures relating to Safety and Electrical Supply) Regulations, 2011 & CEA (Safety Requirements for construction, operation and Maintenance of Electric plants and electric lines) Regulations, 2011, Income tax Act – 1961, & all other applicable Labour Laws that may be applicable & may come into force during the operation of the agreement.
- b) The Bidder / Service Provider shall indemnify SOUTHCO UTILITY against all claims which may arise under all and/or any of the Labour Laws of the Land including the Employees Compensation Act 1923/Workman's Compensation Act 1923 or any statutory modification thereof or rules there-under or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the AMC. In all cases of personal injury to any workmen employed for AMC the Service Provider is liable to pay compensation under the Workmen Compensation Act 1923.
- c) The service provider shall indemnify SOUTHCO UTILITY against all claims which may be made under the Minimum Wages Act,1948, Abolition of Child Labour Act, 1986, Provident Fund Act,1952,ESI Act 1948, Payment of Bonus Act 1965, Industrial Dispute Act 1947, Payment of Gratuity Act 1972, Payment of Wages Act 1936 " Workers' Compensation Act" or any statutory obligation/modification thereof or rules thereunder or otherwise for in respect of any damage or compensation arising in consequence of any dispute under these

acts. In case any dispute is lodged against SOUTHCO UTILITY under any acts including acts as stated above, the Service provider shall implead himself in the case and counter the matter. If he does not do so and violate the same, it will be treated as violation of the terms of the agreement for which SOUTHCO UTILITY may unilaterally terminate the agreement without giving any notice and recover the entire cost/expenses involved in the process including the dues if any from the Service provider.

32.0 INSPECTION / VERIFICATION

- i. SOUTHCO UTILITY's representative shall have the right to verify the Certificates, Statutory documents etc. provided by the Service Provider during the execution of AMC as and when required.
- ii. During the execution period, SOUTHCO UTILITY's representative shall have right to inspect, examine the workman-ship of personnel engaged by the Service Provider.
- iii. However, such inspection, examination shall not relieve/ absolve the Service Provider from his obligations under the AMC.

33.0 INSPECTING OFFICER:

The concerned Section Officer/Jr.Engineer (EI) will oversee the affairs of the Service Provider and will maintain check and balances in the matter of Operation and Maintenance including Watch & ward and House Keeping works of 33/11 KV S/S in his jurisdiction and report to the Controlling Officer.

34.0 CONTROLLING OFFICER:

The concerned Sub-Divisional Officer (Elect.) will be the controlling Officer who will look into the overall performance of the Service provider regarding the work and report it regularly to the Executive Engineer(Elect) for record and reference.

35.0 PAYING OFFICER:

The concerned Executive Engineer(Elect) shall be the paying officer for this purpose. He / She shall process the bill and release the payment as per the terms & conditions of the payment only after verifying the relevant document(s) duly certified by the Section Officer/Jr.Engineer (Elect.) or / and the Sub-Divisional Officer (Elect.).

36.0 REVIEWING OFFICER:

The concerned Superintending Engineer / Circle Head (Elect.) shall be the reviewing officer for this purpose. He shall oversee smooth execution of the AMC. He shall ensure to resolve the grievance(s) if any arising during the AMC period.

37.0 TRAINING FACILITIES:

The Service Provider shall provide adequate on & off- the job training to the personnel engaged for this purpose, of its own cost.

38.0 TERMS OF PAYMENT:

Within 30 days of receipt of Tax Invoice by the Division from the Service Provider, SOUTHCO UTILITY shall release 100 % of the Monthly Invoice amount (AMC Rate/12) on submission of the following document(s),

The following procedure shall be followed towards submission of bills & other Documents:

- a. The Service Provider shall submit single monthly Tax Invoice (AMC rate/ 12) for each Division for which the service is being provided on or before 5th day of the succeeding month to the Division Manager.
 - i. Tax Invoice in Triplicate (AMC rate/ 12)
 - ii. Declaration by the Service Provider towards payment of wages as per the relevant statute & compliance of all other statutory provisions for the previous month.

- iii. Certificate from Section Officer regarding satisfactory performance, compliance to all Electricity Act, rules, guidelines etc.
- iv. Payment of wages to be made through Bank Transfer.

39.0 AMC PRICE VALIDITY:

39.1 On award of AMC the prices shall remain valid and FIRM till Contract completion.

40.0 PENALTY:

40.1 If any Default arises, SOUTHCO UTILITY may without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Service Provider or from the Performance Bank Guarantee or file a claim against the Service Provider.

40.2 The AMC for Operation & Maintenance including watch & ward and housekeeping activity of 33/11KV Sub-stations have to be carried out effectively and efficiently. Any lapses found and noticed by the concerned Circle Head/ Divisional Executive Engineer of SOUTHCO UTILITY, will attract a penalty to an extent of @ 5% of the Monthly AMC Bill value.

41.0 DISPUTE RESOLUTION AND JURISDICTION:

- a) Any Disputes arising out of this contract shall be mutually resolved between Controlling In-charge of sub-station and the Service provider within thirty (30) days.
- b) If the said dispute could not have been settled then the same may be referred to the Authorised Officer for its settlement within sixty (60) days.
- c) If the dispute between them could not be resolved then aggrieved party may have served with a notice within 15 days to the other Party Proceeding under the prohibition Conciliation Act 1996 to its adjunction.
- d) All disputes arising out of the tender and agreement shall be subject to exclusive jurisdiction of the appropriate Court at Local jurisdiction of the SOUTHCO UTILITY and the writ jurisdiction of Hon'ble High Court of Orissa at Cuttack.

42.0 EVENTS OF DEFAULT OF THE SERVICE PROVIDER:

Each of the following events or occurrences shall constitute an event of default ("Event of Default") under the Contract in respect of the Service Provider.

- (a) Service Provider becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Service Provider's creditors file any petition relating to bankruptcy of Service Provider;
- (b) Service Provider otherwise fails or refuses to perform or observe all or any term or condition of the AMC and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt of written complaint from the concerned Divisional Executive Engineer / Circle Head against the Service Provider for such failure.
- (c) Service Provider otherwise mis-represent any facts, submit the documents which is being fabricated, any act of the Service Provider for which the Sub-Station is affected in any manner and any action for which SOUTHCO UTILITY is incurring losses.

43.0 CONSEQUENCES OF DEFAULT:

- (a) If an Event of Default occurs and would be continuing, SOUTHCO UTILITY may forthwith terminate the AMC by written notice. In the Event of Such Default, SOUTHCO UTILITY may, without prejudice to any other right granted to it by law, or the AMC, take any or all of the following actions;

i) Cancel the AMC and invoke AMC Performance Bank Guarantee by presenting the same promptly at the concerned Bank.

ii) Recover any losses and/or additional expenses, SOUTHCO UTILITY may incur as a result of Service provider's default

44 SERVICE PROVIDER'S RESPONSIBILITY:

- a) The Service Provider shall not sublet, transfer, assign or otherwise part of the **AMC** or any part thereof, either directly or indirectly covered under the Scope of work.
- b) The Service Provider shall provide the services strictly as per scope of work.
- c) The Service Provider shall not be involved in any such act for which the engaged personnel are suffering due to inadequate safety precaution, non-payment of statutory dues etc.
- d) The Service Provider shall ensure that the work shall be executed as contained within the provision of the Scope of Works.
- e) The Service Provider shall obey the instruction/order of the concerned Circle Head / in-charge of the Circle.
- f) The Service Provider shall maintain all safety procedure as envisaged in the CEA Regulations, 2011 (Measures relating to safety & electricity supply) and CEA (Safety Requirements for Construction, Operation and Maintenance of Electric Plants and Electric Lines) Regulations, 2011 & observe all applicable regulations stated therein at site. The Service Provider shall be solely responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.
- g) The Service Provider shall strictly follow or adhere to the Standard Operating Procedure of SOUTHCO UTILITY during shut down & line clearance.
- h) The Service Provider shall note that in case of carrying out the work in the vicinity of equipment in service, care must be taken to avoid any accidents. If any work is to be done on any of the equipment, the Service Provider/ his representative & employees/workers shall ensure that such works will be carried out only after taking proper Line Clearance. **It may clearly be noted that in no case, SOUTHCO UTILITY will be held responsible for any accidents that may occur and liable for any compensation to be paid arising out of accidents.**
- i) The Service Provider shall engage their qualified personnel designated for the purpose certified by ELBO to carry out the AMC under the scope of work as per safety norms & CEA Regulations, 2011. **(As per Annexure B)**
- j) Any other terms & condition as per SOUTHCO UTILITY Rules & Regulation, Electricity Act 2003, OERC Regulation not specifically covered herein will be binding on the Service Provider.
- k) The personnel engaged by the service provider shall be courteous, obedient and sincere to officials of SOUTHCO UTILITY & Customers of SOUTHCO UTILITY while discharging their duties and assignment entrusted to them. In case of any misbehavior or mischief by any of the personnel engaged, the Service Provider shall take full responsibility in replacing the concerned person by a suitably qualified person. **They shall possess ID proof / I Cards issued by the Contractor.**
- l) The prospective Bidder should visit SOUTHCO UTILITY website from time to time for updation in connection with this Tender.
- m) The Service Provider shall also take AMC of the 33/11 KV S/s commissioned after the agreement is signed at the rate derived on prorata basis per such 33/11 KV S/s (i.e, AMC tender finalised rate/ total no. of S/s under a particular Division).
- n) **All overwriting shall be duly authenticated by the Bidders. They shall also be authenticated by the tender opening committee members, at the time of opening.**

XXXXX

SECTION – III

LIST OF ANNEXURES(A)

ANNEXURE – A

The Service Provider shall ensure that the following checklist of work has been duly performed by the personnel engaged by them

CHECK LIST

1. Logging of 33/11 KV Bus Voltages, frequency, energy of Station load & feeder load & shutdown due to breakdown and maintenance.
2. Check healthy trip of all the breakers
3. Check & record battery voltages, DC leakage, charger conditions, Switch off the charger and note battery voltage
4. Check whether the battery is in Boost or Trickle charge condition
5. Check the Telephones.
6. Check the annunciation panels. Press the lamp test and report the failure of lamps to the Inspecting Officer.
7. Check the load and amperage in all phases on each feeder & to be recorded in the log sheet.
8. Check the Power Transformers physically. Note the oil level and winding temperatures, load and tap position, cooling fans condition and oil level in the conservator, tap changer diverter switch, Bushings and dehydrating breather.
9. Check the entire yard for any unusual sounds.
10. During night shift, check for sparking at joints/ jumpers.
11. Check the Gas pressure in SF6 Circuit Breakers if any & record in the log sheet.
12. Check for any sparking or flashover marks at the earth pit connections and intimate the Inspecting Officer.
13. Ensure proper watering of EARTH-PITs.
14. Check whether all the energy meters of the feeders are working or not, report to Inspecting Officer on any defect noticed.
15. Activate protection whenever LC is issued on any feeder/transformer besides ensuring hand tripping
16. Check the fire fighting appliances availability at assigned locations
17. If any relay is not resetting, inform the INSPECTING OFFICER.
18. Note down the OLTC Counter
19. Whenever a feeder tripping occurs, contact the other end station and note down the Relay indicators.
20. Cleaning of Control Room Equipments & Switchyard.

Note: 1. Remark if any may be suggested by the Service Provider for initiate action by the SOUTHCO UTILITY.

2. After completion of One Month, aforesaid check list of work duly filled up with mentioning complied/non-complied and to be submitted along with the Invoice for releasing the payment.

Signature of the Contractor :
Name (in Block letters) :
Seal :
Date:

ANNEXURE-B

SAFETY REGULATIONS TO BE STRICTLY COMPLIED BY THE BIDDER/ SERVICE PROVIDER

1. **Regulation-3** of CEA (Measures Relating to Safety & Electric Supply) Regulation 2011 towards engagement of designated persons for carry out operation & maintenance of Electrical Lines & Apparatus.
2. **Regulation-7** of CEA (Measures Relating to Safety & Electric Supply) Regulation 2011 towards qualification, training and certificate of competency/ workmen permit from ELBO, Odisha.
3. **Regulation-19** of CEA (Measures Relating to Safety & Electric Supply) Regulation 2010 towards handling of Electric Supply lines & Apparatus with precautionary measures.
4. **Regulation-7** of CEA (Safety requirements for Construction, Operation & Maintenance of Electrical Plants & Electric Lines) Regulation 2011 towards safety provisions relating to the Service Providers with the following safety provisions.
 - a) The Standard Operating Procedures (SOP) towards requisition/issue/return of line clearance as well as during execution of work which is now in force in SOUTHCO UTILITY or as may be amended from time to time. **(As per Annexure D)** should have to be strictly adhered to.
 - b) All the workmen should possess the required qualification along with Workman Permit issued by ELBO, Odisha.
 - c) All the workmen of the Service Provider should be provided with the required Personal Protective Equipments (PPE) such as Hand Gloves, Ladders, Helmets, Rubber Shoes, Safety Belts as well as safety tools & devices (Discharge Rod, Line Tester, Plier etc) while on duty.
 - d) All the workmen of the Service Provider should be adequately trained as per the course specified under Schedule-II (Part-VI) of CEA (Measures Relating to Safety & Electric Supply) Regulation 2011 and should possess a good knowledge over the system where they are supposed to work.
 - e) The “DO’s & DO NOTs” chart provided to each 33/11KV Substation **(as per Annexure E)** should be followed-up strictly.
 - f) Frequent training on safety awareness/ practice should be imparted to the workmen by the Service Provider.
 - g) All the tools & PPEs should be in efficient operating condition prior to use.
 - h) **No-where a single person shall be allowed to work on any electrical apparatus/line. He should always be assisted by atleast 01(one) person while on work.**
 - i) A Safety Co-ordinator should be nominated by the Service Provider who is to co-ordinate with the Assistant Safety Officer (SDO Engg) of the respective Electrical Sub-Division for all the matters related to safety.

SCOPE OF WORK

A. OPERATIONAL ASSISTANCE RELATING TO THE OPERATION OF THE ELECTRICAL SUB-STATIONS:

- i. All operations are to be carried out correctly and accurately and are to be recorded in the Logbook.
- ii. Shall prepare daily reports in the prescribed proforma and submit the same to Inspecting Officer as will be specified from time to time. SOUTHCO UTILITY shall provide the reporting proforma.
- iii. Shall be alert and attend to all operation and event promptly without any delay.
- iv. Recording of the readings at periodical intervals including Feeder Metering Points as specified by Officer-in charge of Sub-station and maintain them in the log book. All log sheets and registers should be signed with name by the concerned person on duty deployed by the Service Provider in every shift.
- v. Recording all trippings of Breakers and other events that occur in the order of sequence with the time of occurrence correctly and record them in log-book.
- vi. Up-dating of interruption registers, Telephone Call Register, Data Book, Battery Register, Register of Inspection of Jumpers. Apart from the above, the Service Provider shall carry out the routine checks during the Contract period daily.
- vii. Shall follow strictly operating instructions given by Officer-in charge (Inspecting Officer) to carry out the operations like charging of CBs and other equipments, issue of LCs to authorized person etc. and follow the SOP (Standard Operating Procedure) during Line Clearance,
- viii. Must attend to all emergencies that may arise during the contract period such as equipment failures, fire accidents etc., shall get acquainted with all the operations such as isolating transformers and other equipment etc.,
- ix. **Services to be provided 24 hours x 7 days basis for the entire AMC period.**
- x. Shall attend to all telephone calls and issue receipt message promptly
- xi. Must observe all safety precautions as envisaged in the CEA (Measures relating to safety & electricity supply) Regulations, 2011 & observe all applicable regulations regarding safety at site and ensure safety to man and material and the equipment during the contract period.
- xii. Shall be held responsible for the equipment and other materials kept at the Switchyard & Control room area. Shall also be responsible for watch & ward and housekeeping of the 33/11 KV Electrical sub-station areas. He shall bear the loss on account of theft of any equipment, etc.
- xiii. Shall be held responsible for any damages that occur due to defective/ improper operation of equipment as well as non-implementation of right operation of the equipments and shall be made responsible for the loss occurred by SOUTHCO UTILITY.
- xiv. The Service Provider is responsible for maintenance of 33/11 KV Electrical S/S.
- xv. Nowhere a single person shall be allowed to work on any electrical apparatus/line. He should always be assisted by atleast 01(one) person while on work.

B. TRANSFORMERS:

1. Logging & reporting of oil level & leakages & recording temperatures of oil and winding.
2. Reporting un-usual internal noises.
3. Reporting relief diaphragm for cracks.
4. Reporting status of HG-Fuses and Section Fuses of Station Transformer for replacement by SOUTHCO UTILITY.
5. Reporting the condition of silica gel and record in the Log Book.
6. Shall record hourly readings of temperature of oil and winding in the log book.
7. Reporting for Release of gas from Buchhloz relay during its operation when required.

C. 33/11 KV BREAKERS:

Reporting of healthiness of trip circuits, SF-6 Gas pressure, pneumatic and hydraulic pressures and oil leakage, if any, and other works specified by the Officer of SOUTHCO UTILITY.

D. SWITCH YARD:

Checking of the Yard at hourly intervals and note down & report unusual observations, defects, sparks, loose contracts, red hot spots, jumpers, abnormalities detected in the equipments and loose bolts & nuts etc., and informing the concerned officers of SOUTHCO UTILITY.

E. BATTERIES:

1. Logging of specific gravity and voltage of pilot cells daily during morning shift and for all cells weekly once & observation shall be recorded in the log book.
2. Logging of DC Earth leakage.

F. EARTHPITS:

All the earth pits are to be watered daily

G. GENERAL VISUAL CHECKS FOR TAKING OF MAINTENANCE WORKS BY SOUTHCO UTILITY:

To be carried out in each shift, as per operating instructions given by the Inspecting Officer and as per the enclosed Check List as Annexure-A.

H. Any other minor works as per scope of work allotted by the Inspecting Officer of SOUTHCO UTILITY at site.

I. Shall report to the Inspecting Officer of SOUTHCO UTILITY on important occurrences of Breakdowns and defects observed.

J. Watch & Ward and Housekeeping of the Sub-station is the responsibility of the Service Provider.

K. Surroundings of the Control Room should be kept clean daily and small flowering plants may be planted around the control room to have better landscape.

L. Technical & Non-Technical staff to carryout the AMC works should be as per CEA Regulations & Safety Rules.

STANDARD OPERATING PROCEDURES

FOR REQUISITION /ISSUE/ RETURN OF LINE CLEARANCE (I/C) & EXECUTION OF THE WORK AT SITE

A. REQUISITION OF LINE CLEARANCE (I/C): –

- i) For any type of breakdown or maintenance work in the control room or switchyard or Distribution / transmission line, the authorized engineer executing the work must apply in person for L/C Requisition in the prescribed form of SOUTHCO UTILITY to the SDO/Section-in-Charge /Shift in Charge of the 33/11KV Substation / transmission line.
- ii) **No L/C can be requisitioned through telephone.**
- iii)The concerned S.D.O in case of a 33 KV line & concerned JM in case of a 11 KV line can apply to the Shift in-Charge of the concerned 33/11KV Substation for L/C Requisition in PERSON only, in the prescribed L/C Requisition form of SOUTHCO UTILITY.
- iv)In case of exigencies of work, in absence of the in charge officer of HT line, other officiating officer as per the order of the concerned Executive Engineer will be authorized to apply L/C in the prescribed form to the concerned SDO / Section-in-charge / Shift-in-charge. Authorized executing engineer requisitioning for a L/C, must fill up the following in the prescribed format for L/C requisition.
 - a) The exact Panel/Bay/Line for which L/C is required.
 - b) The exact work to be carried out.
 - c) Time of requisition & expected time for completion of work.
 - d) The list of persons to be involved in the work.
 - e) Undertaking for adherence to all Safety rules by the working gang.
 - f) Undertaking to use PPE / Safety harness and non-use of mobile.
- v) During any adverse weather condition like storm/ disaster/heavy rain or in case of any emergency, on accident, the concerned SDO/ JM may request for hand tripping over phone (land or mobile) from the Shift in-charge of the concerned Substation as per the following procedure.
 - a) He/ She has to intimate his/her Full name & designation over phone and he/she has to give a CODE WORD for the purpose.
 - b) It must be recorded in the prescribed Operation Log Book along with the time by the concerned Shift in-charge of the Sub-station.
 - c) The Feeder can be charged only after getting a call from the particular Engineer who requested for hand tripping, mentioning his/her Designation. Full name and the previously communicated CODE WORD for the purpose. Above process with time must be recorded.
 - d) Entire process must be recorded by the Shift in-charge of the Substation in the Operation Log Book.

B. ISSUE OF LINE CLEARANCE:-

1. The Shift engineer / Shift –in-Charge of the 33/11 KV Substation after receipt of duly filled in L/C requisition in person should immediately react and examine the exact Panel/ Equipment/Bay /Line for which L/C is required.
2. He should analyze the effect of issue of L/C on that requisition on the existing supply system (all incoming / outgoing or 33 KV load).
3. If the L/C can be issued without affecting any important load or system, he / she can take a decision for issue. If any important load / system is affected with interruption of load, he may discuss with the Inspecting Officer of that respective feeder. Entire process should be completed as early as possible.
4. After being certain for issue of L/C, related Breaker / Breakers to be hand tripped from the control room.
5. Both AC & DC Fuses of the related panels must be taken off and kept safely.

6. In switch yard, physical opening of the Breaker / Breakers are to be checked.
7. Both side isolators, Bus & Line- must be isolated and then earth-switch to be closed to ensure complete isolation from the system.
8. If the existing system feeding power supply to multi numbers of feeder is charged through Bus Coupler or Transfer Bus Coupler, then the respective bus coupler isolators must be opened to avoid any back flow of supply to the isolated circuit.
9. The MAN ON LINE / DANGER tag should be hanged on the related Panels in control room & related Isolators, Breakers, Equipments in switch yard.
10. L/C issue form is to be filled up properly mentioning all operations done & the Equipments / Bay/ Line on which L/C is issued & name of the person in whose favor it is issued.
11. L/C should be issued to an authorized Engineer in person, in his name and designation.

C. EXECUTION OF THE WORK BY SOUTHCO UTILITY:-

After receipt of L/C, the requisitioning officer will issue necessary direction to the field staff to start the work. He will ensure that all the field staff in the field are with safety helmets, gloves & mobile phone is in off mode. He has to ensure use of discharge rod before working.

1. Do not work being DRUG ADDICTED / ALCOHOLIC.
2. During work, the Walkie Talkie is to be used in the switch yard for communication.
3. If any work on Tower Structure, Line Switch yard Bus conductor, Column and Beam is there, use of SAFETY BELT is mandatory.
4. After receipt of the valid L/C, Authorized Engineer executing the work with the working gang have to re-check the complete isolation of the Equipment / Bay /Line.
5. The respective Equipment / Bay / Line must be checked by a working HV Detector.
6. In case of OH Line, closure of EARTH switch must be ensured.
7. The Work place / Working zone is to be demarcated / cordoned by a RED RIBBON.
8. The members of the working gang MUST not
 - i. Be inattentive.
 - ii. Wear loose dress.
 - iii. Put their shirts out rather shirt should be put inside the pant.
 - iv. Use chain in the neck or key chain or metal belt monogram.
 - v. Indulge in unnecessary gossip in and around the work place.
9. All the T & P and other materials required for the work must be taken to the work site and kept in an organized manner at the work place prior to starting the work.
10. Temporary EARTHING must be done by cable type Earth Discharge Rod in all the 3 (three) phases and both side of the working spot: While connecting the Earth Discharge Rod. First the earth side bolt / clamp of the cable should be tightened / fastened, then the discharged rod to be put to live part. However due attention should be given that temporary earthing is not with the same pole on which staff is to climb for execution of the work.
11. Use of Derrick or Ladder inside the Switch yard should be done under direct supervision of the supervising engineer with utmost care without risking for any accident.
12. Work should not be carried out in a hurry.
13. Work must be taken over as per the guide lines issued in the "Safety Manual" of SOUTHCO UTILITY already in force.
14. Qualified and experience technicians must be allowed to carry out the work on Equipments / Bay/ Line in presence of the authorized Engineer executing the work.
15. After completion of the required work as per the L/C all the workmen should be withdrawn from the Equipment / Bay / Line.

16. No workman, unless and otherwise specifically instructed by the Supervising Engineer, should move to any other place in the Switchyard except the working zone to take up any work.
17. All the materials/ temporary earth should be withdrawn—prior to return of L/C.
18. Withdrawal of all men and material should be thoroughly verified by the 'Executing Engineer' for confirmation.
19. The working place must be thoroughly cleaned after completion of entire work.
20. After withdrawal of all men and material and cleaning of the working place, the L/C may be Returned in the prescribed format of SOUTHCO UTILITY.

(D) RETURN OF LINE CLEARANCE:-

1. Line clearance must be returned in person in the prescribed format mentioning the actual time of return of L/C work carried out & certifying that "All men and Materials are removed" . Before return of L/C to the engineer in charge of substation on shift in charge, following facts must be noticed.
2. The engineer in charge of Substation on shift in-charge must follow following procedure before charging of line.
 - i. The return of L/C in the format in order.
 - ii. All "Danger Board "/ "Man on line" hanged inside the switch yard and control room are removed.
 - iii. The earth switch is opened & then associated isolation are closed.
 - iv. The related fuses in the respective control panels are to be closed.
 - v. All flags of relays in the internal panel must be in order.
 - vi. Respective breaker is closed respective ammeter / voltmeter may be checked to ensure changing.
 - vii. Records of operations must be updated in the operation log book.

IT MUST BE BOURNE IN MIND THAT

SAFETY CAN ONLY BE ENSURED BY CHOICE, NOT BY CHANCE.

FORMAT FOR REQUISITION OF LINE CLEARANCE / PERMIT TO WORK (PTW)

Book No. _____

Requisition No _____

Date: _____

- 1** Name of the Division:-
- 2** Name of the Sub-division:-
- 3** Name of the Section:-
- 4** Authorization (if required) letter No: _____ Date: _____
- 5** Name & Designation of Officer requisitioning LC(PTW):-
- 6** Sub-station from which PTW is required :-
- 7** Name of the feeder /equipment for which the PTW is required :-
- 8** Reference of approval for shutdown, if any:-
- 9** Purpose of PTW:-
- 10** Name of the persons in whose favour PTW is to be issued

i) Name :-	ii) Name :
Designation:	Designation:
- 11** Approximate period for which PTW is required :
Date: From time _____Hr to _____Hr.

Signature of requisitioning Officer

Date:-

LINE CLEARANCE PERMIT / PERMIT TO WORK (PTW)

Book No.....

PTW NO.....

Date.....

CHECK LIST FOR PERMIT TO WORK:

1. Name of the Sub-Station from which PTW is issued:-
2. Reference & Authority requisitioning PTW:-
3. LC requisition No. _____ Date _____
4. Name of the Feeder / equipment for which PTW is required:-
5. Sources from which the line equipments are charged:-
6. Name of VCB / Isolating switch opened at each of the above sources:-
7. Whether confirmed that line is disconnected from both ends:-
8. Whether line is earthed from both ends:-
9. Whether VCB Touch removed in case of indoor switchgear controlling the feeder/equipments on which PTW is given.
10. Whether fuses of control supply voltages of the VCB controlling the feeder/equipments for which PTW is given are removed and kept in safe custody
11. Time of issue of PTW:-
12. Name of the persons in whose favour permit issued:- **Designation:**
Approximate time for returning PTW:-

Signature of the person issuing PTW

Designation:

Cut.....

PERMIT TO WORK:-

Permit No. _____

Date: _____

Permission is hereby accorded jointly to i) _____ Degn. _____ ii) _____ Degn. _____ for carrying out works as per requisition No. _____ Date. _____ of _____ section in the feeder / equipments herein described which are declared safe. The permission is subjected to the conditions mentioned above.

DESCRIPTION OF FEEDER / EQUIPMENT

1. _____ 2) _____

Approximate date & time for returning the PTW

Name & Designation of the person issuing PTW

Signature of person issuing PTW

RECEIPT

I understand and accept my responsibilities for the permit to work. (PTW)

Name (BLOCKLETTER) _____ SIGNATURE OF THE RECEIPIENT OF PTW

Light Blue/Green color Background

FORMAT FOR RETURN / CANCELLATION OF LINE CLEARANCE PERMIT (PTW)

The PTW No _____ Dated _____ issued from _____ on the following feeder/equipments is hereby returned by the person undersigned. The undersigned declare that all the men as mentioned below who were sent on work have been withdrawn, temporary earths removed, all repair tools and materials removed from the site and the feeder /equipments mentioned below is safe to be energized.

Name of the Feeder/equipment _____

Date of return of L/C _____

Time of return of L/C _____

Sl. No.	Name of the person	Designation	Signature at the time of going to work	Signature at the time of return of PTW	Signature of Officer

Brief description of the work done:-

DECLARATON:

- i- All the men withdrawn along with T&Ps the temporary earthings returned
- ii- All
- iii- The line is safe to be energized

Yes/No
Yes/No
Yes/No

Signature of the person returning L/C
Designation

CANCELLATION:-

The PTW No _____ Dated _____ is returned to me and hereby cancelled.

The Feeder/equipments charged at _____ hrs on dated _____ and stood/does not stand OK.

Signature of Shift-in-Charge
Date

SAFETY CHART

DOs	DO NOTs
1. Treat all the electrical installation as electrically live unless otherwise ascertained by proper testing. All the electrical works should be done carefully and not in a hurry. Check all the equipments, tools and safety gadgets for correctness prior to use.	1. Don't work carelessly and in a hurry. Don't work being DRUG ADDICTED OR ALCOHOLIC. Don't use defective tools and materials.
2. All the related T&P's and materials must be brought to the worksite before starting the work. The work must be taken up in presence and direction of the supervising Engineer. The work men to work in substation/ line must be trained, qualified and expert.	2. Don't start work without bringing all the T&Ps and related materials to the work site, so also in absence or direction of the supervising Engineer. Don't engage persons not possessing valid work permit or not properly trained-up.
3. All the members in the working Gang along with the supervising Engineer must wear all personal protective Equipments (PPE) at the worksite and all the safety gadgets must be available at the site.	3. Don't go to worksite without wearing PPEs and don't take-up the work if all the safety tools and equipments are not available.
4. Before taking-up the work, ensure both side of the work place have been electrically isolated with closing of Earth switch at Grid/ substation end. Also provide temporary earthing at both the end of the workplace, not in the same pole/ equipment where the work is to be taken, before commencement of the job.	4. Don't take up any work without being ascertained that the work place is completely electrically isolated and both sides have been temporary earthed effectively.
5. Check with Cable type ISI mark PVC handle Earth Discharge Rod in all the three phases. While putting the Discharge rod, First the earth side clamp is to be tightened and then the Discharge rod is to be put to equipment or conductor.	5. Don't use the discharge rod if the connected cable is worn out, jointed or having loose connection. The line/equipment must not be connected first.
6. Switch off the associated Breaker first and then only you can go for other operation. Ensure three limbs of the Breaker are in tripped condition. Take off the AC& DC fuses from the CR panel and keep in safe custody. Then isolate the circuit by isolator/ AB switch and then close the earth switch of the line and also, hang the DANGER/CAUTIONS tag both at control room and switch yard prior to issue of line clearance.	6. Don't issue line clearance unless it is satisfactorily isolated and not properly earthed.
7. At the time of return of line clearance it must be ensured that the authorized person is returning the L/C, written declaration has been furnished regarding "withdrawal of all men and materials as well as T&Ps and temporary earthing from the work site" before energisation of the feeder / equipments.	7. Don't accept the L/C and never charge the line unless a written declaration is furnished regarding "withdrawal of all men and materials as well as T&Ps and temporary earthing from the work site and line is safe to be charged" by the Engineer, who had been issued the Permit to work (PTW).
8. Take extreme care when breaking inductive circuit as dangerously high voltage is likely to occur. Guard against high voltage as well as arcs; remember that burns from arc are very severe. Cultivate the habit of turning your face away whenever a flash or an arc occurs.	8. Don't expose your eyes to an electrical arc. Painful injury may result even with short exposure.
9. Preach and practice SAFETY at all the time. Good work can be spoiled by a single accident.	9. Don't be over confident, careless, and unmindful while at work. Don't work without authority and leave up all the unsafe work practices.

SECTION – III

LIST OF ANNEXURES(B)

Tender Schedule to be duly filled with the following details and submitted along with tender:

Tender Notice No.: E-TENDER NOTICE NO.SOUTHCO/ANNUAL MAINTENANCE CONTRACT OF 33/11 KV PRIMARY SUB-STATIONS/02/2017-18 DATED 08-06-2017

1. Name of the Work: **“Annual Maintenance Contract (AMC) of 33/11KV Primary Sub-stations of various Distribution Divisions under SOUTHCO UTILITY .**
2. Name of Division(s) Bidded for:
i. **i)** **ii)**..... **iii)** **iv)**.....
3. Details of Tender Cost paid i.e, DD No., Date and amount.....
4. Details of EMD paid i.e, DD No., Date and amount.....
5. EPF Code No. with valid certificate duly self attested,
6. ESI Code No. with valid certificate duly self attested,
7. Valid Labour License duly self attested.
8. Service Tax Registration No. with self attested copy.
9. PAN No. with self attested copy.
10. TIN No. with self attested copy
11. VAT clearance certificate with self-attested copy
12. Valid HT Electrical License No. from ELBO, Govt. of Orissa with validity upto
i. (date) with self attested copy.
13. Firm’s Registration No. with validity upto (self-attested copy)
14. Whether SOUTHCO UTILITY Payment Terms accepted (Yes/No)
15. Whether Tender validity accepted for 120 days from the date of opening – (Yes / No)

Signature of the Bidder :
Name (in Block letters) :
Seal : Date: :

PRICE SCHEDULE FORMAT

NAME & ADDRESS OF THE BIDDER:

.....
.....

Description of Work		Rate excluding service tax, etc. (in Rs.) per Division*	
Annual Maintenance Contract (AMC) of Operation and Maintenance work including Watch & Ward and Housekeeping works round the clock as per the terms and conditions mentioned in the scope of work.			
Sl. No.	Name of the Division(s)	In Figures	In Words
1			
2			
3			

* Division to be treated as One Unit with all the 33/11 KV Primary Sub-Stations in the Division as prescribed in Annexure-VII, of that particular Division.

** **The bidder shall submit the bid in Electronic Mode only i.e. in www.tenderwizard.com/ **SOUTHCO** portal.**

Signature of the Bidder :

Name (in Block letters) :

Seal :

Date :

**Tender Notice No.: E-TENDER NOTICE NO.SOUTHCO/ANNUAL MAINTENANCE CONTRACT OF
33/11 KV PRIMARY SUB-STATIONS/02/2017-18 DATED 08-06-2017**

CERTIFICATE

I / We have gone through all the Terms and Conditions of the Tender and submit our tender duly accepting all the terms & conditions as laid down therein.

Signature of the Bidder :

Name (in Block letters) :

Seal : Date: :

Enclosures to the Bid Document:

1.	Scope of work: duly signed by the Bidder	-	Yes/No
2..	In case of Partnership Firm, whether attested copy of Partnership deed and Form-C showing all the names of partners obtained from the Registrar of Firms is enclosed.	-	Yes/No
3.	In case of Company, attested copy of Memorandum & Articles of Association with details of Directors are enclosed.	-	Yes/No
4.	Whether latest postal address, telephone/mobile numbers and e-mail ID furnished	-	Yes/No
5.	Details of Bid Security / EMD submitted	-	Yes/No
6.	Self-Attested copy of Registration Certificate issued by Registrar of Cooperative Societies, if applicable.	-	Yes/No
7.	Self-Attested copy of Registration No. & Bye-law of the entity registered under Societies Act, if applicable	-	Yes/No
8.	Self-Attested copy of Registration Certificate under Shops & Establishment Act, if applicable.	-	Yes/No
9.	Self-Attested copy of EPF Registration Certificate	-	Yes/No
10.	Self-Attested copy of ESI Registration Certificate	-	Yes/No
11.	Self-Attested copy of valid Labour License	-	Yes/No
12.	Self-Attested copy of Service Tax Registration Certificate	-	Yes/No
13.	Self-Attested copy of PAN	-	Yes/No
14.	Self-Attested copy of TIN	-	Yes/No
15.	VAT clearance document	-	Yes/No
16.	Self-Attested copy of Electrical HT License	-	Yes/No
17.	Details of Bank Account No. & Banker	-	Yes/No
18.	SOUTHCO UTILITY Payment Term accepted	-	Yes/No
19.	Audited Annual Accounts with Turnover Certificates.	-	Yes/No
20.	Affidavit declaring non-blacklist by any Public Utility/Organisation as per ANNEXURE-VIII.	-	Yes/No
21.	Certificate as per ANNEXURE-III	-	Yes/No
22.	Tender Schedule as per ANNEXURE-I	-	Yes/No
23.	Any other Certificates/ Documents. (Please Specify)	-	Yes/No
	a)		
	b)		
	c)		
	d)		

Signature of the Bidder :

Name (in Block letters) :

Seal :

Date: :

CONTRACT AGREEMENT

Agreement made on this day of2017 BETWEEN SOUTHCO UTILITY of Odisha having its Head Office at Berhampur (hereinafter referred to as “ **SOUTHCO UTILITY**” which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrator and assigns) of the FIRST PART and M/s being a Company/Partnership Firm/Sole Propertiorship Firm/ Cooperative Society..... having its office at represented through (hereinafter referred to as “the Service Provider” which expression shall unless repugnant to the context or meaning thereof include his/its heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS the party of the FIRST PART, SOUTHCO UTILITY engaged in the business of Electricity Power Distribution in the specified area in the state of Odisha. ;

AND WHEREAS the party of the SECOND PART, the Service Provider desires to provide the Annual Maintenance of 33/11 KV Electrical S/S as per scope of the work.

AND WHEREAS *the party of the FIRST PART, SOUTHCO UTILITY, agrees to entrust the AMC i,e, Operation and Maintenance* including Watch & Ward and House Keeping Works nos. of 33/11 KV Air insulated primary S/S underDivision (as per the list enclosed) and the party of the SECOND PART, the Service Provider agrees to undertake and carry out the same on the terms and conditions hereinafter contained to which both the parties have agreed.

NOW THIS AGREEMENT witnesses as under:-

1. The duration of this agreement shall be for 01(one) year commencing on from the date of execution of work and automatically comes to an end on completion of one year (as specified in clause-2) without the necessity of service notice of termination. However, the agreement can be terminated before one year in the case of any event of default of the Service Provider and for the reasons as per Clause 33.0 & 34.0 of Section-II of the Bid document .The same can however be extended further with the consent of the parties hereto.
2. The service provider will provide the services as per scope of work of AMC to SOUTHCO UTILITY to undertake the services of 24 hours (Round the clock) of operation and maintenance including watch & ward and housekeeping works of nos. of 33/11 KV primary S/S underDivision (as per the list enclosed) as detailed below.

Sl. No.	Job Description	Place of work	Period	AMC Annual Rate (inclusive of all incidental cost, fee, levy and taxes, duties including Service Tax) in Rs.
1.	24 hours providing of service for Operation & Maintenance, Watch & Ward & Housekeeping of 33/11KV (MVA) Primary Substation under..... Division	As indicated against the name of 33/11 KV S.s under the Division as per list enclosed above.	One year from the date of actual execution or any extended period.	
				Rs.

The SOUTHCO UTILITY shall pay the Service Provider at the rate of Rs.....(Rupees) only per year (consolidated amount inclusive of incidental cost, fee, levy and taxes, duties & including Service Tax) for providing the said services at the aforesaid places under..... Electrical Division, The Service Provider will submit the monthly bill (Annual AMC Rate/12) to Electrical Division,, SOUTHCO UTILITY and Division Office settle the bill after deducting the taxes/levies as applicable.

- 3.** The Service Provider shall comply all the labour legislations and all provision of Law under various Acts which are applicable from time to time for his employees engaged for the same AMC works as Principal Employer.
- 4.** The Service Provider shall provide man power for 24 hours of services (24 x 7) for operation and maintenance including watch & ward and housekeeping works of 33/11 KV primary Sub-station, as specified herein above, by deploying employees at the specified premises / place to execute the AMC on all seven days of the week. The Service Provider must ensure that sufficient numbers of personnel are placed for uninterrupted service. In case of failure in providing service or unsatisfactory performance by the Service Provider, penalty will be imposed as per Clause-5 of this Agreement.
- 5.** It has been agreed and declared by and between the parties that the 24 hours of service provided by the service provider for operation and maintenance including watch & ward and house keeping of 33/11 KV primary sub-stations underDivision will be inspected by the Officer of SOUTHCO UTILITY at any time. For unsatisfactory work or failure in providing specified service as specified in the scope of work, penalty of 5 % of monthly charge (Annual AMC Rate/12) will be imposed per month on the Service Provider.
- 6.** The Service Provider shall provide all required materials like Hand Globe, Helmet and Torch light etc. as may be necessary for providing such services under this agreement.
- 7.** It has been agreed and declared by and between the parties that it shall be sole responsibility of the Service Provider to employ/deploy its own employees for the purpose of providing said services to SOUTHCO UTILITY. For all legal and other purposes, the Service Provider shall be the employer of the personnel to be provided by him for rendering the above mentioned services to SOUTHCO UTILITY and the SOUTHCO UTILITY shall in no case be an employer of any such person or persons employed by the Service Provider for providing the services to SOUTHCO UTILITY under this Agreement.
- 8.** The Service Provider shall also take AMC of the 33/11 KV S/s commissioned under Electrical Division after this agreement is signed at the rate derived on prorata basis per 33/11 KV S/s (i.e, AMC tender finalised rate/ total no. of PSS under theElectrical Division,.....)
- 9.** The Service Provider shall ensure that he places manpower for the purpose of providing necessary services to SOUTHCO UTILITY, failing which SOUTHCO UTILITY shall be at liberty to utilize such services from other available sources and such expenses that will be incurred to SOUTHCO UTILITY shall be borne by the Service Provider. SOUTHCO UTILITY shall be entitled to recover such expenditure by deduction from the payments due to be made to the Service Provider.
- 10.** The Service Provider shall ensure that his/their employees placed for the work of SOUTHCO UTILITY, wear clean, appropriate dress in conformity with the nature of work to be performed. The Service Providers' employees are to display their identify cards as a part of their uniform.
- 11.** It is specifically clarified that for the purpose of this agreement the party of the second part being service provider to provide the personnel, and the personnel being the employees of the party of the second part, any incident or accident causing damages during working resulting to the death or injury disability, etc shall be sole responsibility of the party of the second part and the party of the first part i.e. SOUTHCO UTILITY shall not in any way be responsible for the same.
- 12.** The Service Provider shall ensure that his / their employees engaged by him to carry out the services at SOUTHCO UTILITY, observe strict discipline, behave courteously and properly, act diligently and faithfully. If anyone behaves improperly in violation, the matter shall be reported to the Service Provider who shall take immediate action for replacing him by another suitable employee.

13. The Service Provider shall assume all liability for and give SOUTHCO UTILITY complete indemnity against all claims, actions or suits or proceedings arising out of or connection with the performance or rendering of service whether such actions and /or proceeding as brought by his/ their employees and /or any trade union or outsider or any competent authority functioning under various labour legislations or Enactment or Acts. The Service Provider shall submit the Indemnity Bond in the prescribed format of SOUTHCO UTILITY.
14. The Service Provider shall be duty bound to make good to SOUTHCO UTILITY any loss or damage to SOUTHCO UTILITY property caused by or attributable to the lapses on negligence on the part of the Service Provider or his / their employees.
15. Other than events of default, if any other breach of terms and conditions is made by the Service Provider including misappropriation, SOUTHCO UTILITY shall be entitled to terminate the AMC Agreement by giving one month notice in writing.
16. All the terms and conditions as specified in the Tender Document Forms shall form part of this Agreement and the Service Provider accepts the same unconditionally. All the documents given by SOUTHCO UTILITY to Service Provider even-after signing this Agreement also shall form part of this Agreement.
17. In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement the same shall be referred to an Arbitrator to be appointed by the AO, SOUTHCO UTILITY and the decision of the AO shall be binding on both parties of this agreement..
18. All disputes arising out of the tender and this agreement shall be subjected to exclusive jurisdiction of the Courts at Berhampur and the writ jurisdiction of Hon'ble High Court of Orissa at Cuttack.

In witness thereof the parties hereto have undergone and subscribed their respective hands and seals the day and year first herein above written.

Witness:

1. Signature:
Name & Address:

Signature of Authorized Signatory
on behalf of SOUTHCO UTILITY

2. Signature:
Name & Address:

Witness:

1. Signature:
Name & Address:

Signature of Service Providers

2. Signature:
Name & Address:

PERFORMANCE BANK GUARANTEE FORMAT

This Guarantee Bond is executed this ____ day of _____ by us the _____ Bank at _____
P.O. _____ P.S. _____ Dist _____ State _____

Whereas the (indicate designation & Address of Work Order Issuing Authority Of the Division) represented by the (SOUTHCO UTILITY) of Odisha, Address: _____ an Utility, constituted under the Electricity Act, 2003 (here in after called “the (SOUTHCO UTILITY)”) has placed Work Order No. _____ Dt. _____ (hereinafter called “the Agreement”) with M/s _____ (hereinafter called “the Service Provider”) for 24 hours providing of service for Operation & Maintenance including Watch &

Ward and Housekeeping works nos. of 33/11 KV primary S/S underDivision and whereas (SOUTHCO UTILITY) has agreed (1) to exempt the Service Provider from making payment of Performance Security Deposit @10% of the Annual AMC Rate of the said Agreement (2) to release 100% payment of the Services Provided as per the said agreement on submission of Performance Bank Guarantee.

- Now, therefore, in consideration of the (SOUTHCO UTILITY) having agreed (1) to exempt the Service Provider from making payment of Performance Security Deposit @10% of the Annual AMC price of the said Agreement (2) to release 100% payment of the cost of Services Provided as per the said agreement as aforesaid, we the _____ Bank, Address _____ (code No. _____) (hereinafter referred to as “the Bank”) do hereby undertake to pay to the (SOUTHCO UTILITY) an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the (SOUTHCO UTILITY) by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said Agreement.
- We, the _____ Bank do hereby undertake to pay the amounts due and payable under the guarantee without any demur, merely on a demand from the (SOUTHCO UTILITY) stating that the amount claimed is due by way of loss or damage caused to or suffered by ([SOUTHCO UTILITIES) by reason of any breach by the Service Provider of any of the terms or conditions contained in the said Agreement or by the reason of any breach by the said Service Provider’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____) only.
- We, the _____ Bank also undertake to pay to the (SOUTHCO UTILITY) any money so demanded notwithstanding any dispute or dispute raised by the Service Provider(s) in any suit or proceeding instituted/ pending before any court or Tribunal relating thereto our liability under this Agreement being absolute and irrevocable.
The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.
- We, the _____ Bank further agree that the guarantee herein contain shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and it shall continue to remain in force endorsable till all the dues of the (SOUTHCO UTILITY) under by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till (SOUTHCO UTILITY) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider and accordingly discharge this guarantee and will not be revoked by us during the validity of the guarantee period.

Unless a demand or claim under this guarantee is made on us or with _____
_____ (Local Bank Name, address and code No.)
_____, [] in writing on or before
_____ (date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ Bank further agree that the (SOUTHCOUTILITY) shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Service Provider or for any forbearance act or omission on part of the (SOUTHCO UTILITY) or any indulgence by the (SOUTHCO UTILITY) to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
6. The Guarantee will not be discharged due to change in the name, style and constitution of the Bank and or Service Provider.
7. We, the _____ Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the (SOUTHCO UTILITY) in writing.

Dated _____ the _____ day of Two thousand _____ .

Notwithstanding anything contained herein above.

Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____) only.

The Bank Guarantee shall be valid up to _____ only.

We or our Bank at [] (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at [] a written claim or demand and received by us or by Local Branch at [] on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For _____
(indicate the name of the Bank)

N.B.:

- (1) Name of the Service Provider:
- (2) No. & date of the Work Order/Agreement:
- (3) Amount of W.O. :
- (4) Name of Work:
- (5) Name of the Bank:
- (6) Amount of the Bank Guarantee:
- (7) Name, Address and Code No. of the Local Branch:
- (8) Validity period or date up to which the agreement is valid:
- (9) Signature of the Constituent Authority of the Bank with seal:
- (10) Name & addresses of the Witnesses with signature:
- (11) The Bank Guarantee shall be accepted only after getting confirmation from the respective Banks.

TOTAL NO.OF 33/11KV S/S UNDER SOUTHCO UTILITY				
Sl. No.	Name of Circle	Name of Division	Name of 33/11KV S/S	EMD Amount
1.	CITY	BED-I	Medical	Rs.1,05,000.00
2.			Goods shed	
3.			Ambapua	
4.			University	
5.			Narendrapur	
6.			Ankuli	
7.			Bidyutpuri Colony (To be charged under ODSSP)	
8.		BED-II	Ambagada	Rs.60,000.00
9.			Luchapada	
10.			NK Nagar	
11.			Corporation Road.	
12.		BED-III	Kanisi	Rs.75,000.00
13.			Jagapur	
14.			Lathi	
15.			Kukudakhandi	
16.			Mantridi (To be charged under ODSSP)	
17.	BERHAMPUR	GNED	HUMMA	Rs.1,35,000.00
18.			Rambha	
19.			Khallikote	
20.			Ganjam	
21.			Mallud	
22.			Ramachandrapur	
23.			Chatrapur	
24.			Titipa	
25.			Keshpur (Kanheipur)	
26.			PSED	
27.	Beguniapada			
28.	P.S.Pur			
29.	Polasara			
30.	TaraTarini			

31.	ASKA		Narasinghpalli(Chirikipada) (To be charged under ODSSP)		
32.		HED	HINJILI	Rs.75,000.00	
33.			SHERAGADA		
34.			ADAPADA		
35.			Gandala		
36.			K.Karadakana (To be charged under ODSSP)		
37.		AED-1	BALISIRA	Rs.60,000.00	
38.			DHARAKOTE		
39.			NUAGAM		
40.			Dhaugaon (To be charged under ODSSP)		
41.		AED-II	BUDHAMBA	Rs.45,000.00	
42.			BUGUDA		
43.			BALIPADAR		
44.		GSED	PATRAPUR	Rs.1,05,000.00	
45.			CHIKITI		
46.			PUDAMARI		
47.			Dekhali (To be charged under CAPEX)		
48.			Bhismagiri (To be charged under CAPEX)		
49.			Sidheswar (To be charged under ODSSP)		
50.			Surangi (To be charged under ODSSP)		
51.		BHANJANAGAR	BNED	Bhanjanagar	Rs.1,35,000.00
52.				Lalsing	
53.				Tillising	
54.				K.B.Pur	
55.				Bellaguntha	
56.				J.N.Prasad	
57.				Sorada	
58.				Badagada (To be charged under CAPEX)	
59.				B.D.Pur (To be charged under ODSSP)	
60.				PED	
61.		Sankarakhola			
62.		Tikaballi			
63.		Kallinga			
64.		G.Udayagiri			

65.			Raikia		
66.			K.Nuagam		
67.			Balliguda		
68.			Tumudibandha		
69.			Phiringia		
70.			Khajuripada		
71.			Dharingibadi		
72.			Kotagada		
73.			Sarangada		
74.			Dahapadar		
75.			Karada		
76.			Chakapada		
77.		BOED	Charichhak	Rs.1,35,000.00	
78.			Chataranga		
79.			Boudh		
80.			Bausuni		
81.			Janapanka		
82.			Manmunda		
83.			Kantamala		
84.			Ghantapada		
85.			Bhagiapada		
86.	RAYAGADA	RED	Seriguda	Rs.1,95,000.00	
87.					Jimidipeta
88.					MITS Mega food park
89.					Sikarpai
90.					Lokaguda (K.Singpur)
91.					Kasipur
92.					K.dhamini
93.					Muniguda
94.					Hata muniguda
95.					Ambadola
96.			Dangosoroda		
97.			Sorisapadar		
98.			Nuapada		
99.			PKED	Paralakhemundi old s/s	Rs.2,10,000.00
100.		Paralakhemundi new s/s			
101.		Kasinagar			
102.		Khandaba			
103.		Gumma			
104.			Uppalada		

105.			Garabandha		
106.			Raigada		
107.			Badapada		
108.			Cheligada		
109.			Mohana		
110.			Brahmanigaon		
111.			Sobara (To be charged under ODSSP)		
112.			Nuagada (To be charged under ODSSP)		
113.		GED	Minajhola	Rs.1,35,000.00	
114.			Padmapur		
115.			Dambasara		
116.			Gudari		
117.			Gumuda		
118.			Ukumba		
119.			Ramanaguda		
120.			Gunupur		
121.			Bikrampur (To be charged under CAPEX)		
122.	JEYPORE		JED		Old Control Room, Jeypore
123.				Randapalli	
124.				New-Bus Stand	
125.				Kundra	
126.				Boipariguda	
127.				Dashmantpur	
128.				Borigumma	
129.				B.Singipur	
130.				Kusumi	
131.				Kotpad	
132.				Challanguda	
133.				Lamtaput	
134.				Dongaguda (To be charged under CAPEX)	
135.				NED	Kosagumuda
136.		Nabarangapur			
137.		Tentulikhunti			
138.		Papadahandi			
139.		Nandahandi (Dangarbaza)			
140.		Umarkote			
141.		Dabugaon			

142.		Jharigaon	
143.		Raighar	
144.		Podagada/ Khatiguda	
145.		Chandahandi	
146.		Adhikariguda	
147.	MED	Malkangiri	Rs.1,50,000.00
148.		Ballimela	
149.		Kalimela	
150.		Pandripani	
151.		Chitrakonda	
152.		Mathilli	
153.		Khairaput	
154.		MV-79	
155.		Gumma	
156.		Gobindapalli (To be charged under ODSSP)	
157.	KED	Koraput	Rs.2,10,000.00
158.		OMP, Koraput	
159.		Bandhugaon	
160.		Narayanpatna	
161.		Kolabnagar	
162.		Sunabeda	
163.		Bileiguda	
164.		Kakrigumma	
165.		Anlabadi	
166.		Nandapur	
167.		Pottangi	
168.		Laxmipur	
169.	Dashmantpur		
170.	Sorisapadar (Kunduli) (To be charged under ODSSP)		

SPECIMEN FORMAT

Affidavit declaring that Agency has not been debarred, disqualified or black listed by any Govt./PSU client

(To be executed on a Stamp paper of appropriate Value)

I/We,.....S/O.....(mention all the names if there are two or more nos. of partners), proprietor of M/s.....(The Agency) Bearing Service Tax Registration No.....located at(Complete Address of the Agency) hereby undertake that the Agency M/s.....have not been blacklisted/debarred in the past by any Government/PSU/Private Institution from participating in any of the tender.

Also, I/We undertake that there is no vigilance/CBI/Police case pending against M/s.....or proprietor(s) of M/s.....

The facts stated above are true to the best of my/our knowledge. I/We also understand that if any of the information found false, my/our offer against Tender call Notice No.- will be rejected and any action as deemed proper by Southco Utility. may be taken against me/us.

WITNESS 1
Signature.....
Name.....

Signature(s) of the Proprietor(s) with Name(s)

WITNESS 2
Signature.....
Name.....