

# **SOUTHCO UTILITY**

\*\*\*\*\*

\*\*\*\*\*

## **TENDER SPECIFICATION**

**FOR**

**PACKAGE – B :- ENGAGEMENT OF  
DISCONNECTION SQUAD IN SOUTHCO  
UTILITY**

## **PACKAGE-B**

### **TENDER NOTICE**

#### **Tender Notice No: SOUTHCO/O& M and RC & DC/03 DATED**

For and on behalf of the SOUTHCO Utility the undersigned invites sealed tenders in duplicate from eligible registered Agencies / Firms/companies who comply to the terms and conditions of tender specification to undertake "Disconnection Activities in different Sub-Divisions under SOUTHCO Utility in respect of Single Phase & Three Phase Consumers" (approximately 5.13 Lakh Consumers) consisting of 51 Electricity Distribution Sub-Divisions, super scribing the Tender Specification No., Name of the Division & date of opening (as mentioned in the specifications).

#### **SCHEDULE OF PROGRAMME:-**

Cost of Tender Paper	Rs.5000/- + VAT@5% = Rs.5250/- (Rupees Five Thousand Two Hundred Fifty) only.
EMD Details	Rs.50,000 /- per Division in shape of DD/BG in favour of "SOUTHCO Ltd." Payable at Berhampur
Last Date & Time for submission of Tender	Dt. 07.11.2015 up to 1.00 PM
Date & Time for Opening of Tender (Technical Proposal)	Dt. 07.11.2015 at 3.30 PM

The intending bidders can also download the tender document from our website [www.southcoodisha.com](http://www.southcoodisha.com). However, the bidder has to furnish an Account Payee Bank Draft drawn on any Nationalized/Scheduled Bank in favour of the Southern Electricity Supply Company of Odisha Ltd. payable at Berhampur for the cost of the Tender Paper indicated above, along with his bid, failing which the bid will be rejected outright. In the event of any specified date for the sale, submission or opening of bids being declared as holiday for SOUTHCO Utility, the bids will be sold / received / opened up at the appointed time on the next working day. SOUTHCO Utility also reserves the right to accept or reject any or all tenders without assigning any reason thereof, if the situation so warrants. For detail Tender Specification & Terms and Conditions, please visit our website [www.southcoodisha.com](http://www.southcoodisha.com),

**General Manager (Mat.Mgt,Vig & MRT)**

SOUTHCO Utility, Berhampur

**TABLE OF CONTENTS**

A.	INTRODUCTION .....	4
B.	SCOPE OF WORK.....	4
C.	QUALIFICATION REQUIREMENT.....	8
C - 1.	TECHNICAL QUALIFICATION .....	8
C - 2.	FINANCIAL QUALIFICATION.....	8
D.	BIDDING PROCESS.....	8
D - 1.	PROPOSED AREA OF WORK ALONGWITH CONSUMER BASE .....	8
E.	INCEPTION REPORT .....	10
F.	RESPONSIBILITY MATRIX.....	10
F-1	SOUTHCO RESPONSIBILITY .....	10
F-2	AGENCY RESPONSIBILITY.....	11
G.	PROPOSAL SUBMISSION AND EVALUATION .....	12
G- 1.	SUBMISSION OF BIDS.....	12
G- 2.	DEVIATION FROM BID DOCUMENTS .....	12
G- 3.	PRE-BID CONFERENCE .....	14
G- 4	EVALUATION OF TECHNICAL AND FINANCIAL BIDS.....	14
G- 5.	DEADLINE FOR SUBMISSION OF PROPOSALS.....	15
H.	CONTACT DETAILS .....	15
I.	LEGAL .....	15
J.	FORCE MAJURE.....	16
K.	TERMS OF PAYMENT.....	16
L.	PENALTY .....	16
M.	DISPUTE RESOLUTION .....	16
N.	ARBITRATION.....	17
O.	JURISDICTION OF CONTRACT.....	17

## **A. INTRODUCTION**

SOUTHCO Utility is engaged in the business of distribution and retail supply of electricity in its area of jurisdiction pursuant to the Distribution and Retail Supply License in the Southern part in the State of Odisha.

In order to improve operational efficiency of the distribution system SOUTHCO Utility wishes to outsource the d i s c o n n e c t i o n Squad in different Sub-Divisions under SOUTHCO Utility.

The specification covers disconnection, re-connection and surveillance of defaulted Consumers.

(1)The selected agency shall be engaged for an initial period of one year and they shall carryout the specified activities in order to provide operational efficiency to SOUTHCO Utility. On successful completion of the work with improved performance, the contract period may be extended for further period at the discretion of SOUTHCO Utility.

(2)Bidder has to quote separately for each Sub-Division for which evaluation shall be made Division wise.

(3) Bidder must quote for all Sub-Divisions of a Division, otherwise bid will not be considered for evaluation.

## **B. SCOPE OF WORK**

Disconnection of Supply of electric energy to a consumer who defaults in making payment of the electricity bills is not an end in itself but the first step towards arresting further accumulation of arrears and forcing him to make the payment. However, all out efforts should be made to recover the amount and such effort should not be relaxed unless the recovery is actually affected.

A 15 days notice for disconnection of Power supply for non-payment of dues after 'due Date/Grace Period' is printed on the bill itself. If payment is not recieved before the expiry of notice period, the premises of the consumer should be disconnected without further notice or loss of time.

Whenever, the consumer does not make payment of the Utility's dues or violates the Distribution condition of supply, the connection should be disconnected temporarily after service of disconnection notice wherever required. The connection must be permanently dismantled by removing the service line from the pole after expiry of two months from the date of disconnection.

Under the Electricity Act, 2003 and OERC Distribution (Conditions of Supply) Code,2004 , a licensee can after giving 15 days notice in writing disconnect power supply to any defaulting consumer.

The procedure for disconnection in terms of serving a legal notice to the erring consumer remains the same under OERC Distribution (Conditions of Supply) Code, 2004.

**The entire job shall be more comprehensively cover the following**

- 1) The Purpose of this tender is to select the service providers from individual entrepreneurs, Firms, Societies, Companies by resorting transparent open tendering process.
- 2) The scope of the contract should confine itself strictly to the field activities of disconnecting the consumers, who have defaulted in paying the energy dues 15 days after the initial date of issue of disconnection notice and on sub-divisional allocation of the list of such defaulting consumers (Section wise) to the agency in the first week of the month from Top defaulting consumers. The Agency will serve disconnection notice to the defaulting consumers duly signed by the concerned SDO.
- 3) Disconnection of electricity supply by the agency shall therefore, be made strictly after receiving the list of defaulting consumers (binder wise) and disconnection order from the concerned Sub-Divisional heads. **For this the agency must be in possession of an electrical license and must depute only trained technical manpower for the purpose.**
- 4) Disconnection of power supply to the premises of the defaulting consumers will be made by the Agency (Disconnection Squad) and intimation of disconnection to the SDO office will be mandatory on daily basis in writing by duly filling up the format to be provided with and periodical report on the same count. The Agency is also required to submit the periodical report to the Heads of Business Divisions under whose control the certified service area falls by duly filling up format.
- 5) The disconnection squad should ideally consist of one vehicle, preferably an auto rickshaw/Magic plus with driver and fitted with a Bamboo/folded ladder, one trained technician having **I.T.I pass certificate** with a **licentiate of ELBO** license to do **work on LT line** and 4 semi skilled persons **able to read/write/understand/explain** the basic commercial documents like electricity bills, disconnection notice etc.
- 6) The disconnection squad shall carry out its operational activities during normal working hours only. The squad has to report on duty at 8.30 A.M. daily before the JE, whose office shall be regarded as a sub unit to the target area of disconnection of a unit(Sub-Division).After such reporting the squad shall move to field for under taking its operation as per their scheduled programme.
- 7) Care must be taken by the squad to give prior information to the consumer(s)/consumer's representative(s)/tenants that, disconnection of power supply to the premises is envisaged due to pending legitimate claim in the ledger account of the consumer of the utility /by specifying any other lawful reason warranting disconnection There will be an intense announcement by the agency 3 days prior to the scheduled date of disconnection in the prominent localities of the targeted area to aware the defaulting consumers to make early payment and refrain from disconnection. The names and consumers Nos. (binder wise) of the defaulting consumers should be provided to the agency for such announcement. The announcement shall be made by the agency at their own cost.
- 8) On the scheduled date, the Technician concerned will first visit the electrical premises of the consumer, whose name is placed in the list of defaulting consumers so provided to them and after locating the energy meter of the consumer(in case of metered consumer with working meters)shall note down the 12 digit account number of the consumer on the body of the meter/T.P. Box with the help of a black marker pen and then take the photograph of the meter after ensuring enough clarity in the photograph so taken for a third party verification of meter reading displayed in the meter at the time of taking the photograph for the comparison purpose with the last billed FMR as well as to gauge the condition of

both incoming and outgoing wires and sealing position by sitting at office. After completion of the above formality, the power supply to the premises of the consumer shall be disconnected from the pole in the presence of the owner/adult member of the family and photograph of the meter and service line after disconnection shall be taken thereafter. Every sought out information in the format to be made available for returning the disconnection data in office shall be dully filled up and the agency on behalf of the licensee shall intimate the date of disconnection to the consumer within 7 days of disconnection and shall obtain due acknowledgement from such consumer or his authorised representative if any.

9) Similarly, in case of consumers with defective meter/without meter having Arrear, the technician shall note down the 12 digit account number of the consumer with black marker pen on the body wall preferably at the entry point of the service cut out/defective meter for the purpose of identification and take photo graph of the service both prior and after disconnection for the purpose of substantiating the effective disconnection on record. Every sought out information in the format available for returning the disconnection data in office shall be dully filled up and due acknowledgement from such consumer must be obtained as mentioned above. By the end of next day the squad shall deliver a disconnection report duly returned with figures envisaged in the prescribed format along with photographs with suitable tagging for the purpose of identification and establishing correlation with the particulars of returned service in such disconnection report. Such delivered report shall be signed by every squad member and due acknowledgement must be obtained by the squad / the concerned JE about the delivery of such report.

10) Whenever required all safety regulation should be strictly adhered to and staffs deployed in disconnection by the agency must have proper tools and tackles. In case of any mishap even after taking all the precautions by the agency, the agency will indemnify SOUTHCO Utility from all claims and liabilities which may arise as a consequence thereto.

11) Cases disconnected will be kept under surveillance by the agency .Agency will report exception report of illegal restoration, supply through another meter, direct theft etc. to the Head of the Sub-Division/Division.

12) Surveillance shall be confined to cases disconnected by the agency or any other existing case of permanently disconnected by the Sub-Division/Division and specifically allocated to the agency. Allocation order will have to be attached with the claim bill by the Agency. Periodicity for verification will be fortnightly and not before 7 days after the actual disconnection of the consumer by the agency or a permanently disconnected case if requested by the Sub-Division/Division head specifically.

13) The power supply to the disconnected consumers shall be restored only after receipt of the outstanding amount along with the reconnection fee and the agency will reconnect the power supply only after receipt of written instruction from the SDO/JM concerned.

14) Whenever, the consumer does not make payment of the Utility's dues or violates the condition of supply, the connection should be disconnected temporarily after service of one notice by the agency, where required. If the consumer so disconnected does not pay or settle the arrear amount within two months of disconnection the connection must be permanently dismantled by removing the service line from the pole coupled up with removal of metering equipment from the premises of the consumer after expiry of two months from the date of disconnection.

15) If the situation warrants for permanent removal of the service connection after disconnection by the service provider then the service provider shall remove the service connection and return the dismantled materials to the custody of the JE concerned with a report to the SDO and in case of 3 phase consumer to the SDO with a report to the Executive Engineer.

16) The service provider shall bear the entire responsibility, liability and risk relating to the coverage of its work force under different statutory regulations including the Minimum wages Act, EPF Act, ESI Act, Workman's Compensation Act, Factory Act,1948,the Contract labour(R&A) Act,1970,other allied Acts as applicable to it's workforce.

17) The service provider shall be solely responsible for the payment of all benefits such as provident Fund, ESI or equivalent health insurance schemes, leave etc. applicable as per various statutory rules and regulations as well as any loss to the consumers and shall keep the utility indemnified itself against any claim. The service provider has to submit it's proof regarding deposit of PF, ESI and health insurance before appropriate Authority.

18) For cost benefit purpose the realisation from the consumers towards disconnection and reconnection as notified in the tariff order may be taken as the benchmark.

(21) Penalty shall be imposed on the service provider for giving wrong/manipulated information or any reconnection made by the Agency without receive of arrears and reconnection fees from the disconnected consumers.

(22) Contract for Disconnection squad shall not be awarded to the Agency/Service Providers who are engaged in Spot Billing activity.

(23) The nos. of defaulting consumer mentioned below has been determined basing on the arrears amount more than Rs.2000.00 and as per performance of Agency arrear less than Rs.2000.00 cases will be taken up.

#### **C.QUALIFICATION REQUIREMENT:**

1. The participant Bidder(s) should be a registered Sole Proprietor/ Partnership Firm/ Organization/Company possessing valid HT Electrical License from the ELBO, Government of Odisha.
2. The Bidder should submit the self attested copies of the following documents.
  - i. EPF Code No.
  - ii. ESI Code No.
  - iii. Service Tax Registration No.
  - iv. PAN No.
  - v. TIN No.
  - vi. Registration Number of the Sole Proprietor/Firm/Organization.
  - vii. Self attested copy of challan for the month of July 2015(EPF,ESI & Service Tax)
  - viii. Valid Labour License
  - ix. Income Tax returns for last three years.
  - x. Audited profit and loss Account and Balance Sheet for last 3 years.

**Notes:-The bidder should present the original documents for verification as and when required by Southco.**

3. The bidder(s) should have successfully carried out disconnection and Reconnection of service connection for a period of 1 years contract for any Distribution Utility/reputed organisation within last 3(Three )Years prior to **07-11-2015**.Preference shall be given to the bidder providing similar service to any other distribution companies/Govt.Organisation.

4. The Bidders shall have to furnish Work Performance Certificates along with self attested copies of work order and invoice from the respective ordering Authorities indicating period of Contract towards successful carried out disconnection and Reconnection of service connection & compliance of statutory obligations e.g. EPF, ESI during undertaking carried out disconnection and reconnection of Service Connection.
5. The service provider should have been registered under provisions of ESI Act,1948 and the person to be engaged must have been ensured under the act before engagement and the certificate/payment proof shall be produced along with the bill, failing which the service provider has to pay interest thereon as per law.
6. The average annual turnover of the participant bidder(s) for last three years shall be **Rs.30.00 Lakhs** per annum per Division. If the Bidders participated for more than 03 Nos. of Divisions under SOUTHCO, the bidder must meet the sum of Average Annual Turn Over requirement to qualify the financial criteria.
7. The intending bidder(s) shall furnish the self attested documentary evidence pertaining to the above qualifying criteria else their bid shall be rejected outright.
8. SOUTHCO reserves the right to reject all or any tender without assigning any reason at any time and at any stage.

**9. Man Power requirement:**

Squad Requirement	Manpower Requirement
One Squad	5 nos. (ITI-1 + Semi skilled-4) As mentioned in clause no.5 of Scope of work.
Average no.of Squad per division	138 sections/18 divisions=8 no.s
Minimum requirement of Manpower per division for 8 nos. of Squad	8*5 = 40 no.s

**C - 1. Technical Qualification:**

1. The bidder should have at least one year of experience in providing manpower resources for any labour intensive job on the date of Tender Notice.
2. The bidder should have P.F./E.S.I registration (Photocopy of the certificate to be enclosed) according to the Acts of Govt./Labour laws.
3. Bidder should have PAN No. and service tax registration and necessary proof should be enclosed.
4. Bidder shall be responsible and shall comply all the Statutory Acts Applicable.
5. Utility reserves the right to carry out technical capability/infrastructure assessment of the bidder by inspection or by any other means and Utility's decision shall be final in this regard.

**C - 2. Financial Qualification:**

1. **Turn over:** : Bidders who have participated should have minimum average annual turnover of Rs.25.00 lacs (Rupees Twenty Five Lacs) only during last three financial years and submit proof of the same along with the bid.



#### **D. BIDDING PROCESS**

The short listed vendor shall have to execute all the works as envisaged in the scope of work.

##### **D – 1. Proposed Area of Work:**

The prospective bidders are required to understand the constitution of 18 Divisions, 51 Sub-Divisions, their electrical network starting from 11KV Feeders, LT Lines & DTRs and make proper due diligence of the Divisions / Sub-Divisions, its activities and accordingly bid for one or more of the Divisions under SOUTHCO Utility, depending upon the capability of the Bidders to undertake all the activities.

- i. The latest data for number of defaulting consumers to be covered under each Sub-Division is detailed as follows.**

Sl.No	Circle	Division	Subdivision	No. of defaulting consumers under Rural Area	No. of defaulting consumers under Urban Area	Total
1	Berhampur	GNED	CHATRAPUR	4246	1396	5642
2			RAMBHA	11280	1197	12477
3			KHALLIKOTE	9435	776	10211
4		PSED	P S PUR	6209	1044	7253
5			POLASARA	6744	1199	7943
6			KODALA	3756	555	4311
7	Bhanjanagar	BNED	BHANJANAGAR-I	2160	1032	3192
8			BELAGUNTHA	4067	750	4817
9			SORODA	3799	696	4495
10			BHANJANAGAR-II	4657	290	4947
11		PED	PHULBANI	10335	2410	12745
12			G.UDAYAGIRI	6765	519	7284
13			BALLIGUDA	21980	1013	22993
14		BoED	BOUDH	11535	2232	13767
15			MANAMUNDA	27956	390	28346
16		Rayagada	RED	RAYAGADA	9227	4636
17	THERUBALLI			23147	602	23749
18	BISSAM CUTTACK			7872	488	8360
19	PKED		PARLAKHEMUNDI	709	2269	2978
20			KASINAGAR	6498	242	6740
21			MOHANA	12891	260	13151
22			UPPALADA	3306	23	3329
23	GED		R.UDAYAGIRI	5646	158	5804
24			GUNUPUR	1292	685	1977
25			GUMUDA	8820	185	9005
26	Berhampur City		BED-1	SUB.DIV.NO-2	181	2144
27		GOPALPUR		5226	638	5864
28		INDUSTRIAL		129	3389	3518
29		BED-2	SUB.DIVISION NO-1	230	5781	6011
30			SUB.DIVISION NO-3	162	2547	2709
31			BED-3	KANISI	2793	102
32	Aska	AED-1	SUB.DIVISION NO-4	3702	89	3791
33			ASKA	5129	1328	6457
34			HINJILICUT	3793	979	4772
35		AED-2	NUAGAM	3693	127	3820
36			K S NAGAR	5847	1478	7325
37			BUGUDA	4896	854	5750
38		GSED	DIGAPAHANDI	11450	1003	12453
39			CHIKITI	5579	464	6043
40	SHERAGADA		11327	760	12087	
41	Jeypore	JED	JEYPORE SDO-I	13081	1900	14981
42			JEYPORE SDO-II	5604	1657	7261
43			BORIGUMA	11630	1067	12697
44		NED	NAWARANGPUR	17829	2400	20229
45			UMARKOT	25616	2457	28073
46			PAPADAHANDI	21282	181	21463
47		MED	MALKANGIRI	29974	2572	32546
48			BALIMELA	16839	724	17563
49		KED	KORAPUT	3184	1992	5176
50			SUNABEDA	16967	1294	18261
51			LAXMIPUR	9511	127	9638
<b>SOUTHCO TOTAL</b>				<b>449986</b>	<b>63101</b>	<b>513087</b>

ii.

**Note:**

- 1) All personnel deployed by the Agency should be suitably qualified and trained for the job intended to be performed by them.
- 2) The personnel deployed by the Agency for disconnection, reconnection etc. should not be less than 18 years of age.
- 3) The personnel deployed by the Agency should understand local language (Odia) and in addition should have working knowledge of English & Hindi so as to interact with customers.
- 4) The deployed personnel should be polite to customers and should be able to address customer grievances for all the activities undertaken by the Agency.
- 5) SOUTHCO Utility will carry out independent checks and controls as well as audit of the activities as may be required to ensure desired performance level.
- 6) In case of unauthorised connection / hooking detected, the Agency will bring the same to the notice of JE/ SDO/ EE concerned in the prescribed format. The concerned Authority after fulfilling all formal procedure, regularise the same within seven days. The Agency will also submit detailed report of detection in the specified format to the Division every month.
- 7) SOUTHCO Utility reserves the right to modify the method of these activities for improvement of performance of the designated area.
- 8) The persons who are contracted for services should be of good moral character, and should not have been convicted for any offence under the law. The contractor on being awarded the contract shall verify the antecedents of the persons engaged from appropriate authorities and submit a certificate to that effect .
- 9) The contractor will prior to the commencement of the operation of contract,make available to the department particulars of all the employees who employed such particulars inter-lia should include age, date of birth,photograph,local and permanent address,qualification parentage,HT License,Identity proof,experience(if any) etc of the employees so deployed.Any change or addition in this regard should be notified immediately to S.E.
- 10) The persons from the service provider shall not claim any benefit /compensation/absorption,regularization,of services with this office under the provision of Industrial Disputes Act 1947 or contract labour(Regulation and abolition) Act,1970.
- 11) The contract can be terminated by Southco without assigning any reasons what so ever by giving a notice of 2 months at any time during the period of contract.No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract.However,Southco reserves the right for immediate termination of contract for any serious deficiency in service or serious violation of the terms of agreement by the contractor.

**E. INCEPTION REPORT:**

In order to ensure better execution of work, the successful bidder shall have to furnish an inception report within 15 days of awarding of contract. The report shall contain the followings

1. Detailed methodology to be adopted for smooth execution of the contract in consultation with Section/Sub-Division/Division/Circle Level.
2. List of resources to be deployed for the purpose of successful execution of the contract.
3. Detailed list of defaulting Consumers shall be provided by SOUTHCO Utility.
4. Obligations to be completed by the agency for the execution of work.

**SOUTHCO Utility on receipt of inception report shall enable the followings**

1. Furnish its recommendation for any modification, if required. The agency shall then submit the revised reports based on the recommendations from SOUTHCO Utility for approval within Five days.
2. If no communication is received from SOUTHCO Utility within the stipulated period from, the inception report shall be deemed to be approved and the agency shall start the work accordingly.

**F. Responsibility Matrix:**

**F-1. SOUTHCO Utility will provide the following information:**

Identify a Core Team of Officers for the purpose of providing adequate support to enhance the capability of the agency to address all adversities that may come during the initial days of the contract. The team would be an ideal mix of senior and junior level officers for effective decision making and capacity building (ensuring possibility of skill transfers).

**F – 2. The Agency shall:**

Open a co-ordination office at concerned Division. Submit a Weekly report to the Nodal Officer of SOUTHCO Utility and identify personnel who can be called for immediate discussions / provide clarifications and decision-making support as and when needed.

1. The Agency will have to furnish the disconnection programme in hard copy to concerned JE, SDO & EE along with the name of the personnel to be engaged for disconnection prior to starting the work.
2. The Agency shall be responsible for non compliance of instruction and necessary penalties will be levied for slippage in schedule.
3. The Agency shall also specify the particulars of personnel deployed by him.
4. The personnel engaged by the Agency shall be deemed always as Agency's employees and SOUTHCO Utility is not concerned with their engagement conditions and the remuneration. The agency should obtain from every personnel an undertaking that they will not claim any benefits from SOUTHCO Utility at any time and furnish the same to SOUTHCO Utility before commencing the Contract.
5. SOUTHCO Utility will never consider cases of "Address Not Traceable" as a valid excuse for missing disconnection or reconnection. Unless, the Agency is able to establish its case before the concerned field officer.
6. The Agency shall ensure that, the persons working for the agency shall be very courteous to the consumer and also ensure that they shall not enter into any argument with consumer.
7. Necessary Identity card will have to be issued by the Agency to the persons engaged for disconnection or reconnection.
8. During the course of the engagement, SOUTHCO Utility is not liable for any injuries occurring to the Agency's staff during disconnection or reconnection. Moreover, SOUTHCO Utility would not be paying any compensation in such a case, however minor or grave the injury might turn out to be.

9. If the work entrusted is not proper and to the satisfaction of SOUTHCO Utility and if there are any complaints received and found correct, penalties would be imposed as per the terms & conditions of the Agreement. If the work of the private agency continues to be unsatisfactory, the agreement shall be terminated by giving three month's notice.
10. In case, the Agency desires to discontinue the work from its end, three months advance notice shall be served. In case the Agency quits without giving any notice, the security deposit will be forfeited and any loss caused to company shall be recovered.
11. On the receipt of written complaint from SOUTHCO Utility, the agency shall remove any particular personnel within a month of receipt of such complain.
12. The performance of the Enforcement Squad shall be assessed on the number of Consumers disconnected.
13. The Agency has to submit performance report to the Division with a copy to the Circle and Corporate Office every month in a prescribed format.

**G. PROPOSAL SUBMISSION AND EVALUATION:**

**G – 1. *Submission of Bids:***

The interested parties / vendors / agency are expected to provide their response to this Tender in two parts, namely:

**A . Technical Proposal**, which describes their approach to this engagement, the methodology that they propose to follow, their competencies and skills to carry out this assignment, their credentials on similar work performed, the team that they propose for this engagement and their qualifications to carry out this engagement, and their detailed work plan to start the proposed engagement within the prescribed **time period** .

**B. Financial proposal**, which gives the detailed price bid that the agency propose for this engagement, worked out on a “per consumer” rate, which would enable objective comparison of the financial bids of various parties submitting their bids in reply to this Tender. The “per consumer” rate can be further broken down into individual components per consumer.

A. Disconnection Rate per consumer.

B. Reconnection Rate per Consumer.

**Price bid shall be quoted as per Annexure -1**

**G– 2. Deviation from Bid Documents:**

The bid offer must include a separate statement indicating deviations from the bid documents as per format given below. The proposed deviations from the bid documents if accepted by SOUTHCO Utility shall become binding on the bidder. Unless the proposed deviations from the bid document are specifically mentioned, the specifications, terms and conditions as per this document will become binding to the bidder.

**Schedule of Deviations**

No.	Bid Document Section	Reference Clause	Deviation Proposed

### **IMPORTANT INSTRUCTIONS:**

The Agency(s) need to submit three (3) printed copies (one original + 2 copies) of their Technical Proposal, and one copy of the financial proposal, in separate sealed envelopes (technical proposals in one sealed cover with marking as Technical Proposal and financial bid in a separate envelope with marking as Financial Bid). Both these sealed envelopes should be sealed together in a larger envelope by super scribing the Tender notice number.

Earnest Money Deposit per Division in shape of Demand Draft as per Tender Notice in favour of SOUTHCO Ltd., Payable at Berhampur should be enclosed along with the offer (Technical Proposal). Tender without EMD shall not be considered. Payment of Earnest Money by "Cheque" shall not be accepted.

The Earnest Money Deposit will be forfeited in case successful bidder fails to pay Security Deposit and execute the contract agreement within the prescribed period.

1. The Tender Document with schedule of specifications along with detail terms & conditions can be obtained from address given below on payment of cost of Tender paper in shape of demand draft drawn in favour of SOUTHCO Ltd., payable at Berhampur.
2. The tender documents can also be downloaded from the website "www.southcoodisha.com".
3. In case tender papers are downloaded from the above website, then the bidder has to enclose the cost of Tender paper along with the offer (Technical Proposal) in shape of demand draft drawn in favour of SOUTHCO Ltd., payable at Berhampur.
4. Last date of submission of tenders will **be 07-11-2015 up to 14.00 Hour & the Technical Proposal will be opened on the same date at 15.30 Hours.**
5. The Technical Proposal should carry photocopies of documents as a pre-requisite along with, as per notification made under the head "Technical Qualification: C-1" and "Financial Qualification: C-2" above. The papers not accompanied with such credentials shall be treated as invalid.
6. The bidder shall be deemed to have studied the specifications and all other documents attached to the bid documents on his having filled in the tender.
7. The bidder on award of the contract will have to pay a "SECURITY DEPOSIT" at the rate of 10% of the estimated value of contract for 12 months by means of Bank Guarantee validity up to three months after completion of the work order as to be decided by SOUTHCO Utility in the prescribed format, which shall be attached with the Work Order.
8. Tenders that do not fulfil any or all the conditions or are found incomplete in any respect are liable for rejection.
9. SOUTHCO Utility reserves the right to accept or reject any part or all tenders without assigning any reasons.
10. Income tax, Works Contract Tax and Service Tax at prevailing rate will be deducted from the successful Bidders invoice at the prevailing rates and applicable surcharges thereon of the gross value of

the bill as per instructions laid down in Government of India Notification unless the necessary exemption certificate from the income tax or other department authorized for the purpose in produced will in time.

11. The bidder on receipt of the work order shall execute a written agreement within the scheduled time as per the format of SOUTHCO utility. The cost of the stamp paper necessary for the agreement shall have to be borne by the bidder.
12. The jurisdiction of work is licensed area of SOUTHCO Utility.

### **G – 3. Evaluation of Technical and Financial bids:**

1. SOUTHCO Utility reserves the right to call any or all of the bidders who have submitted proposals/ bids for presentations or negotiations on specific points in the proposals submitted in order to satisfy the selection and/or its "value for money" criteria.
2. The financial qualifying requirement in respect of Annual Turn-over of Rs 25 lakhs. For the Bidder to be eligible for more than one Division, cumulatively he has to satisfy such financial qualifying criteria for those Divisions which would be termed as his Bid capacity expressed in number of Divisions. The maximum Bid capacity shall be three (3) numbers of Divisions in the DISCOM.
3. The Technical Proposal / Bid opened for all the bidders shall be evaluated by SOUTHCO Utility and accordingly, only the successful bidders shall be shortlisted and price bids in respect of those successful bidders shall be opened with proper notice.
4. SOUTHCO Utility reserve the right to accept any Proposal in whole or in part and to reject any or all Proposals without assigning any reason thereof and to contract on any of the terms offered or on different terms.
5. SOUTHCO Utility reserves the right to award the complete order to single party or distribute it.

### **G– 4. Deadline for submission of proposals:**

The completed technical and commercial proposals must be received by **1.00 PM on 07-11-2015** and should be held valid for 6 months from the date of opening of the price bid. Proposals received in the Corporate Office of SOUTHCO Utility after the due time and date will be unacceptable and returned to the sender unopened.

### **H. CONTACT DETAILS**

Proposals, along with all queries or clarifications during the bid process should be addressed to:

**General Manager (Mat Mgt,Vig & MRT)**  
**Corporate Office, SOUTHCO Utility,**  
**Courtpeta, Berhampur**  
**ODISHA.**

Any query in connection with this Tender document prior to the award of contract should be submitted in the first instance to the Designated Officer nominated above. SOUTHCO Utility at its discretion depending on the nature of the query shall endeavour to notify the response against the query (ies) to all prospective bidders.

On no account prior to the award of contract, should the bidders contact or communicate directly with any other representative of SOUTHCO Utility involved in work concerning this contract, other than as agreed with the Designated Officer in Para J above. Failure to comply with this requirement may result in disqualification of your organization from this competition.

**I. LEGAL**

1. Bidder will indemnify SOUTHCO Utility against any liability or damages by way of compensation arising from any accident to person or property of persons in the Bidder employment.
2. Bidder shall indemnify SOUTHCO Utility against any liability or damages by way of compensation arising from any accident to any other person related to or unrelated to Bidder or SOUTHCO Utility.
3. Bidder shall bear the entire responsibility, liability and risk relating to coverage of work force under different statutory regulations including but not limited to Workmen Compensation Act, ESI Act, Factory Act, Contract Labour Act 1970, etc. and any other relevant regulations, as the case may be.
4. Bidder shall be fully responsible for payment of benefits including but not limited to Provident Fund, Bonus, Retrenchment Compensation, Leave Encashment, etc. as per statutory provisions.
5. Necessary payment and liabilities shall be the responsibility of Bidder irrespective of payment received from SOUTHCO Utility or otherwise.
6. Payment of all taxes and dues applicable during the tenure of the contract payable to government or local authorities in respect of these works shall be the responsibility of Bidder. A copy of the statutory records shall be provided on a monthly basis to the SOUTHCO Utility.

**J. FORCE MAJURE**

If at any time during the continuation of contract, the performance in whole or in part is prevented or delayed by reasons of any war, hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, strike, lockouts or acts of God (Herein after referred to as events), then provide notice and adequate proof, is given within 21 days from the date of occurrence, therefore the provisions of delay may not be evoked by SOUTHCO Utility, provided further that the service under the contact shall be resumed., as soon as practicable after such event(s) has /have ceased to exist and the decisions of the SOUTHCO utility as to whether, the services have been so resumed or not, shall be final and conclusive.

**K. TERMS OF PAYMENT**

The Agency shall submit monthly bills as per the work order issued by the designated authority of SOUTHCO Utility. The Agency shall be paid within 30 days from the date of submission of invoices.

**The terms of payment are detailed herein, on fulfilment of the following:**



- Acceptance of Letter of Award / Work Order
- Submission of unconditional Bank Guarantee towards the Security Deposit, which shall be kept till completion of work.

**L. PENALTY**

***Following are the penalties for giving wrong/ manipulated information.***

1. Penalty shall be imposed on the service provider @ double the awarded rate and deducted from the bills.

**NB**

***On multiple defaults by an agency, the penalty will be computed separately as per above rate and will be consolidated for imposition on agency.***

**Please note the following:-**

1. All penalties would be deducted from the monthly-bill payment made to the Agency.
2. The Executive Engineer of the concerned Divisional Office is the competent authority to decide on the imposition of penalties as per the prevailing conditions after receiving inputs from Enforcement team. If the Agency feels aggrieved even then, then it can approach the Corporate Office SOUTHCO Utility for adjudication.
3. The verdict of SOUTHCO Utility would be deemed as final.

**M. Dispute Resolution:**

In case of any disputes regarding measurement quantities, scope of work and interpretation of any clause in this contract order, the decision of Officer In charge of SOUTHCO Utility shall be final and binding.

**N. Arbitration:**

This agreement is subject to arbitration under The Arbitration and Conciliation Act, 1996. The arbitrators shall be chosen from a panel of arbitrators approved by the High Court of Odisha.

**O. Jurisdiction of Contract:**

The laws applicable to this Agreement shall be the laws in force in India. The courts at Berhampur shall have exclusive jurisdiction in all matters arising under or on account of this Agreement proceeding between the parties thereto.

**Further details if any shall be mutually decided on finalization of contract.**

Price bid shall be quoted as follows

Annexure –I

**Bidder has to quote Sub Division wise rate separately for a Division.  
The price quoted should be inclusive of all taxes & duties.**

Name of Division-----

Name of Sub-Division	Description	Unit	Price (Rs)	
			In Figure	In Words
	Disconnection of Defaulting Consumer	Per Consumer		
	Re-connection of Defaulting Consumer	Per consumer		
	Disconnection of Defaulting Consumer	Per Consumer		
	Re-connection of Defaulting Consumer	Per consumer		
	Disconnection of Defaulting Consumer	Per Consumer		
	Re-connection of Defaulting Consumer	Per consumer		
	Disconnection of Defaulting Consumer	Per Consumer		
	Re-connection of Defaulting Consumer	Per consumer		
	Disconnection of Defaulting Consumer	Per Consumer		
	Re-connection of Defaulting Consumer	Per consumer		

Signature of Bidder  
With Seal

## **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. 33/11 KV Bus Voltages, frequency and Station load
2. Check healthy trip of all the breakers
3. Check 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 maintenance wing
7. Check the load and amperage in all phases on each feeders
8. Check the Power Transformers physically. Note the oil 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
12. Check for any sparking or flashover marks at the earth pit connections and intimate the maintenance staff.
13. Check for proper watering of EARTH-PITs
14. Check whether all the energy meters of the feeders are working or not, report to staff 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. Ensure that all the relevant relay are in RESET position
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.**

**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 Bidder :  
Name (in Block letters) :  
Seal :  
Date :

## **SECTION – III**

### **LIST OF ANNEXURES**

**ANNEXURE-I**

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

1. Tender Notice No.:
2. Name of the Work:
3. Name of the Circle:
4. Name of Divisions for which tender is applied. 1..... 2..... 3.....  
4.....
5. **Name of the 33/11 KV Electrical Sub-station: 1..... 2.....  
3.....4..... 5..... etc.**
6. Details of Tender Cost paid i.e, DD No., Date and amount.....
7. Details of EMD paid i.e, DD No., Date and amount.....
8. EPF Code No.
9. ESI Code No.
10. Service Tax Registration No.
11. PAN No.
12. TIN No.
13. Valid HT Electrical License No. from ELBO, Govt. of Odisha with validity upto..... (date)
14. Service Provider's/Service Provider's Registration No. with validity upto.....
15. Whether SOUTHCO Payment Terms accepted ..... (Yes/No)
16. Whether Tender validity accepted for 365 days from the date of opening – (Yes / No)

***Note: The intending Bidder(s) must mention the Name of the Sub-Station(s) under the Divisions(As mentioned in Annexure-VII) for which they are participated in the tender else their bid shall not be considered for evaluation.***

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

**TENDER NOTICE No.** \_\_\_\_\_

**CERTIFICATE**

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

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

**ANNEXURE – IV**

<b>Enclosures to the Schedule:</b>		
1.	Scope of work: duly signed by the Bidder	Yes/No
2.	Whether latest valid Income Tax Registration Certificate is enclosed	Yes/No
3.	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
4.	In case of Company, attested copy of Memorandum & Articles of Association with details of Directors are enclosed.	Yes/No
5.	Whether particulars of staff (technical / non-technical) to be deployed is enclosed	Yes/No
6.	Whether latest postal address, telephone/mobile numbers and e-mail ID furnished	Yes/No
7.	Details of Bid Security / EMD submitted	Yes/No
8.	Attested copy of Registration Certificate issued by Registrar of Cooperative Societies, if applicable.	Yes/No
9.	Attested copy of Registration No. & Bye-law of the entity registered under Societies Act, if applicable	Yes/No
10.	Attested copy of Registration Certificate under Shops & Establishment Act, if applicable.	Yes/No
11.	Attested copy of EPF Code along with attested challan copy	Yes/No
12.	Attested copy of ESI Code along with attested challan copy	Yes/No
13.	Attested copy of Service Tax Registration No. along with attested challan copy	Yes/No
14.	Attested copy of PAN	Yes/No
15.	Attested copy of TIN	Yes/No
16.	Attested copy of Electrical HT License	Yes/No
17.	Details of Bank Account No. & Banker	Yes/No
18.	Credentials of similar nature of works undertaken previously or carrying now.	Yes/No
19.	Any other Certificates/ Documents.	Yes/No
20.	SOUTHCO Payment Term accepted	Yes/No

Signature of the Bidder :

Name (in Block letters) :

Seal :

Date: :



**CONTRACT AGREEMENT**

Agreement made on this ..... day of .....2015 between SOUTHCO Utility (SOUTHCO) having its Corporate Office at Courtpeta, Berhampur, Ganjam – 760004 ( hereinafter referred to as “ SOUTHCO” 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/Cooperative Society..... having its office at .....

represented through Mr/Mrs.....Aged about years,S/D/ of resident of.....

P.O.....P.S.....Dist.....,Odisha(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 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 provides the services of operation, maintenance, watch and ward of 33/11 KV Electrical S/S by engaging its employees/casual labours with other organization.

AND WHEREAS the party of the FIRST PART, SOUTHCO, agrees to entrust the watch and ward of Operation, Maintenance and House Keeping Works of 33/11 KV primary S/S at.....under ..... Electrical Section of

..... 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 one year commencing on from the date of execution of work and automatically ending on completion of one year (as specified in clause-2) without the necessity of service notice of termination. The same can however be extended further with the consent of both the parties in writing hereto.

2. The service provider will place its employees (ITI. Electrician with Lineman License) to SOUTHCO to undertake the services of 24 hours ,watch and ward of operation and maintenance

including E&MR and house keeping works of 33/11 KV(.....MVA) primary S/S at..... as detailed below.

No.	Job Description	Place of work	Period	Rate per hour	Total man hour required	Total
	Diconnection/Reconnection of Power	At..... ... Elec. Section of .....( Division) under..... (Circle)	One year from the date of actual execution	Rs.	..... Man hours	Rs.
					Total	Rs.

The SOUTHCO shall pay the Service Provider at the rate of Rs.....(Rupees ..... ) only per person per month (consolidated amount inclusive of all subscription/premium/ taxes) towards service charge / fee for providing the said services in aforesaid places under.....Electrical Division, ..... The Service Provider will submit the monthly bill to ..... Electrical Division,

....., SOUTHCO, Berhampur and Division Office shall verify the payments made by service provider under PF and MP,ESI Act, payment of Wages Act and also, settle the bill after deducting the taxes/levies as applicable.

3. The Second Part i.e the Service Provider should provide copy of the duly accepted appointment letter of his/ their employees(other than casual labours), who are placed to carry out the specified job/ work of this Agreement along with the placement letters to the First Part i.e SOUTHCO.

4. 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 (ITI-Electrician with Linemen License)/person deployed for watch and ward placed for the specified place of SOUTHCO/ job of SOUTHCO and produce copy of payment receipts/documents along with the bill to .....Electrical Division for verification.

5. The Service Provider shall provide man power for 24 hours of services for watch and ward of operation and maintenance and house keeping works of 33/11 KV primary Sub-station, as specified herein above, by deploying its personels/ ITI(Electrician with Linemen License)/ casual labours of his / their own on placement basis to SOUTHCO at the specified premises / place, on all seven days of the week. The Service Provider must ensure that sufficient numbers of personnel are placed for uninterrupted service. The service provider shall submit the name of the persons,their qualification,their address along with the program of their deployment at work place to the EE,.....Electrical Division on first day of the month. In case of failure in providing service or unsatisfactory performance by the Service Provider, penalty will be imposed as per Caluse-6 of this Agreement.

6. 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 of 33/11 KV primary sub-station at ..... will be inspected by the Departmental Officer at any time. For unsatisfactory work or failure in providing specified service, penalty of 10 % of service charge/ fee will be imposed per month on the Service Provider. However, quantum of penalty or waiver of penalty in full or part thereof will be decided by SOUTHCO and will be binding on the Service Provider.

7. 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.

8. 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/ ITI (Electrician with Linemen License ) /casual labours for the purpose of providing said services to SOUTHCO. For all legal and other purposes, the Service Provider shall be the employer of the employee to be provided by him on placement term for rendering the above mentioned services to SOUTHCO and the SOUTHCO shall in no case be an employer of any such person or persons employed by the Service Provider for providing the services to SOUTHCO under this Agreement. The service provider shall produce the affidavit from the person engaged in the work of service provider.

9. The Service Provider shall ensure that he places sufficient manpower for the purpose of providing necessary services to SOUTHCO, failing which SOUTHCO shall be at liberty to utilize such services from other available sources and such expenses that will be incurred to SOUTHCO shall be borne by the Service Provider. SOUTHCO shall be entitled to recover such expenditure by deduction from the next payments due to be made to the Service Provider.

10. The Service Provider shall see that his/their employees/casual labours placed for the work of SOUTHCO, wear clean, appropriate dress in conformity with the nature of work to be performed. The Service Providers' employees/ITI (Electrician with Linemen License)/casual labours 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 part of the first party i.e. SOUTHCO shall not in any way be responsible for the same.

12. The Service Provider shall see that his / their employee/casual labours engaged by him to carry out the services of SOUTHCO, 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/ labour.

13. The Service Provider shall assume all liability for and give SOUTHCO complete indemnity against all claims, actions or suits or proceedings arising out of or connection with the performance or rendering of security 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 produce the Indemnity Bond in the prescribed format of SOUTHCO.

14. The Service Provider shall be duty bound to make good to SOUTHCO any loss or damage to SOUTHCO property caused by or attributable to the lapses on negligence on the part of the

Service Provider or his / their employees/ casual labours or agents or personel deployed.

15. If any breach of terms and conditions is made by the Service Provider in case of misappropriation, SOUTHCO shall be entitled to terminate the Agreement by giving one month notice in writing.

16. All the terms and conditions as specified in the Tender Document Forms are part of this Agreement and the Service Providers accepts the same unconditionally. All the documents given by SOUTHCO to Service Provider even-after signing this Agreement also will be part of this Agreement.

17. It is agreed and declared by and between the parties hereto that so far it concerns the jurisdiction of any court in enforcing any of the rights or remedies of the parties hereto against each other or one another, the court in the city of Berhampur alone shall have jurisdiction to the exclusion of all other courts in any place in the Union of India so that none of the parties hereto shall be entitled to any proceedings whatsoever in respect of any matters touching or relating to or in connection with or respect of any matters touching to relating to or in connection with or arising under agreement and the terms and conditions thereof in any court except the court or courts having jurisdiction in the city of Berhampur.

18. 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 and the decision of the Arbitration will be binding on both parties of this agreement..

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

Signature of Authorized Signatory

on behalf of SOUTHCO

Witness:

1. Signature:

Name & Address:

2. Signature:.

Name & Address

Witness: \_\_\_\_\_ Signature of Service Providers

1. Signature:

Name & Address:

2. Signature:.

Name & Address

**PERFORMANCE BANK GUARANTEE FORMAT**

---

This Guarantee Bond is executed this \_\_\_\_ day of \_\_\_\_\_ by us  
the \_\_\_\_\_ Bank \_\_\_\_\_  
P.O. \_\_\_\_\_ P.S. \_\_\_\_\_ Dist \_\_\_\_\_ State \_\_\_\_\_

Whereas the ( indicate designation & Address of Work Order Issuing Authority Of the Circle )  
represented by the SOUTHCO Utility of Odisha , Address: Corporate Office: Courtpetta, Berhampur,  
Ganjam – 760004, r a Body corporate, constituted under the Electricity Act, 2003 (here in after  
called “the (SOUTHCO)”) 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 Disconnection &  
reconnection of power at..... and whereas (SOUTHCO) has agreed (1) to exempt the Service  
Provider from making payment of Performance Security Deposit @10% of the Contract Price of the  
said Agreement (2) to release 100% payment of the Services Provided as per the said agreement.

1. Now, therefore, in consideration of the (SOUTHCO) having agreed (1) to exempt the Service  
Provider from making payment of Performance Security Deposit @10% of the Contract 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) an amount not exceeding Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ ) only against any loss or damage caused to or suffered by  
the (SOUTHCO) by reason of any breach by the said Service Provider of any of the terms or  
conditions contained in the said Agreement.

2. 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) stating that the  
amount claimed is due by way of loss or damage caused to or suffered by (SOUTHCOs) by reason of  
any breach by the said 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.

3. We, the \_\_\_\_\_ Bank also undertake to pay to the (SOUTHCO) any money so  
demanded not withstanding 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.

4. 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) under by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till ( SOUTHCO) 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.)

\_\_\_\_\_, Berhampur 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 (SOUTHCO) 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) or any indulgence by the (SOUTHCO) 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) 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 Berhampur (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 Berhampur a written claim or demand and received by us or by Local Branch at Berhampur 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.**