

SOUTHCO UTILITY

Corporate Office: Courtpeta, Berhampur, Ganjam – 760004

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TENDER NOTICE

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

For and on behalf of SOUTHCO Utility of Odisha, the undersigned invites sealed tenders in two part bidding system super scribing the Tender Specification No. & Date of opening from the eligible bidders for the following works.

Package - A :- “Operation & Maintenance including E&MR, Watch & Ward and House-keeping works of 33/11KV Electrical Sub-stations on work Contract basis” as per the Scope of Work.

Package - B: - “Engagement of Disconnection Squad in SOUTHCO Utility”.

The bidders shall participate for both the packages A & B to qualify in the tender. Offers received for single package shall not be considered.

SCHEDULE OF WORKS:

Sl.	Name of Work	Unit	Quantity	Cost of Tender Paper	EMD Amount
Package-A	“Operation & Maintenance Including E&MR, Watch & Ward and House-keeping works of 33/11KV Electrical Sub-stations on work Contract basis	Nos.	146(List enclosed in Annexure VII of tender Specification)	Rs.3,500/- + 5% VAT per Circle	Rs.10,000.00 (Ten Thousand per Sub-Station)
Package-B	Disconnection, re-connection and surveillance of defaulted consumers			Rs.5,000/- + VAT @ 5%	Rs.50,000.00 (Fifty Thousand) per Division

·TIME SCHEDULES

1.	Last Date & Time for submission of Tender	07-11-2015 Upto 1.00 P.M.
2.	Date & Time for Opening of Tender	07-11-2015 at 3.30 P.M.

The intending bidders can also download the tender document from our website www.southcoodisha.com. However, the bidder has to furnish a Account Payee Bank Draft drawn on any Scheduled Bank in favour of the SOUTHCO 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, the bids will be sold / received / opened up at the appointed time on the next working day. SOUTHCO 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

**General Manager
(MMV & MRT)**

PACKAGE - A

SECTION - I

INVITATION FOR BIDS (IFB)

PACKAGE-A

INVITATION FOR BIDS (IFB)

For

“Operation & Maintenance including E&MR, Watch & Ward and House-keeping works of 33/11KV Electrical Sub-stations on work Contract basis”

(COMPETITIVE BIDDING)

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

SECTION -I

1.0 For and on behalf of the SOUTHCO, the undersigned invites bids two part bidding system in sealed cover in duplicate duly super scribed with Tender Specification no. and date of opening – Dt. 07-11-2015 from the eligible bidders for “Operation & Maintenance including E&MR, Watch & Ward and House-keeping works of 33/11KV Electrical Sub-stations” on work Contract basis for different Circles under SOUTHCO.

The following works are to be carried out in the 33/11KV Substation during the period of the Contract by the successful Bidder/Service Provider under the guidance and control of Officer-in-Charge of the Electrical Sub-station.

A. OPERATIONAL ASSISTANCE ,WATCH AND WARD RELATING TO THE OPERATION OF THE ELECTRICAL SUB-STATIONS :

- i. All operations are to be carried correctly and accurately and are to be recorded in the log-book.
- ii. Shall prepare daily reports in the prescribed proforma and submit to concerned officers.
- 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 Electrical Sub-station and maintain them in the log-book.
- v. Recording all tripping of Breakers and other events that occur in the order of sequence with the time of occurrence correctly and record them in log-book.
- vi. Up-dating of interruption registers, Telephone Call Register, Data Book, Battery Register, Transformer Register, Equipment maintenance 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 to carry out the operations like charging CBs and other equipments, issue of LCs to authorized persons 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. Shall attend to all telephone calls and issue receipt message promptly
- x. Must observe all safety precautions as envisaged in the CEA Regulation 2010 (Measures relating to safety & electricity supply) & observe all applicable regulations regarding safety at site and ensure safety to man and material and the equipment during the contract period.
- xi. Shall be held responsible for the operation and maintenance of all the equipment and other materials installed at the Switchyard & Control room area. Shall also be responsible for watch & ward and house-keeping of the 33/11 KV Electrical sub-station areas.
- xii. 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 make good the loss incurred by SOUTHCO.

- xiii. The Operator/Labourer should not do continuous shift duties.
- xiv. The Service Provider is responsible for maintenance and E&MR works of 33/11 KV Electrical S/s under his contract jurisdiction.

B. TRANSFORMERS :

1. Checking of oil level in conservator and temperatures of oil and winding and bushings and also examine for leaks.
2. Checking unusual internal noises.
3. Checking pressure relief diaphragm for cracks.
4. Checking and replacement of HG Fuses and Section Fuses of Station Transformer.
5. Shall check 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. Release of Gas from Buchhloz relay when required.
8. Oil BDV test to be done twice in a year.

C. 33/11 KV BREAKERS:

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

D. SWITCH YARD:

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

E. BATTERIES:

1. Taking specific gravity and voltage of pilot cells daily during morning shift and for all cells monthly once. Observation shall be recorded in the log book.
2. Checking of DC Earth leakage & rectification thereof .

F. EARTH PITS:

All the earth pits are to be watered daily. Earth resistance to be measured on monthly basis.

G. GENERAL VISUAL CHECKS/ MAINTENANCE:

To be carried out in each shift, as per operating instructions given by the concerned Officer and as per the enclosed Check List (Annexure-F).

- H. Any other minor works as per scope of work allotted by the concerned maintenance Officer-In-charge of SOUTHCO at site.
- I. Shall report to the concerned Officer of SOUTHCO on important occurrences of Breakdowns and defects observed. The above works are to be done by the Service Provider. This does not constitute a part of special maintenance.
- J. Watch & Ward and House-keeping of the Electrical 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) QUALIFICATION OF THE LABOUR TO BE ENGAGED for each 33/11 KV Electrical Sub-station:

Sl. No.	Category of personnel to be engaged	Minimum Qualification	License Details	No. of persons
1	Skilled	As per Notification No. 9553 dtd 03.12.2014 of Dept. of Energy, Govt. of Odisha	Workman - HT Permit (Previously Lineman - A & B)	3 nos. (Shift)+1 no. (Reliever)
2	Un-skilled (Helper)			3 nos. (Shift)+1 no. (Reliever)
Total				8 nos.

2.0 Submission of the Bids:

2.1 The bidding for "O & M of 33/11KV Electrical sub-stations" shall be done for each of the 6 Circles under SOUTHCO separately. Bidders are free to participate in more than one Circle. But Tender Cost has to be furnished for each Circle Separately.

2.2 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 and the Price Bid. The submission of the Bids shall be in the manner specified in the instruction to Bidders.

2.3 SOUTHCO will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and delivery of bids.

3.0 SOUTHCO reserves 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.

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

Description	Date & Time
Last date & Time for Submission of Bids	Dt.07-11-2015 & 1.00 PM
Opening of Bids	Dt.07.11.2015 & 3.30 PM
Total No. of Sub-Stations:-	146 Nos. (Circle wise List enclosed at Annexure VII)
Contract Period	1(one) year
Cost of Bid Document (Per Circle) (Non-Refundable)	Rs. 3,500.00 (Rupees Three Thousand Five Hundred) Only plus 5 % VAT in shape of Account Payee Demand Draft in favour of the "SOUTHCO", payable at Berhampur only.
Amount of E.M.D payable (Per Electrical Sub-Station)	Rs. 10,000.00(Rupees Ten Thousand) per sub-station only in shape of Account payee Demand Draft issued in favour of the "SOUTHCO" payable at Berhampur only.

- N.B:**
- 1. Bidders are free to quote for one Circle/Sub-Station or multiple Circle/ Sub-stations. E.M.Ds shall be furnished for each Sub-Station(s) they participated.**
 - 2. Tender Cost are to be furnished for each Circle separately**

5.0 QUALIFICATION OF BIDDERS:

5.1 QUALIFYING REQUIREMENTS:

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 maintained O & M of minimum 05 (Five) Nos. of 33/11 KV Electrical Sub-stations for a period of 6 months contract for any Distribution Utility/Reputed Organization within last 6(Six) months prior to 31.08.2015. 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 maintenance of 33/11KV Sub-stations & compliance of statutory obligations e.g. EPF, ESI during undertaking O & M of 33/11KV Electrical Sub-stations.
5. The bidder(s) shall have technically qualified (ITI - Electrician) persons with workman(HT) License in shift duties round the clock for O&M including E&MR, Watch & Ward and House Keeping Works of 33/11 KV Electrical Substations duly complying Labour Acts/Laws.
6. 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.
7. The average annual turnover of the participant bidder(s) for last three years shall be Rs.10.00 Lakhs per annum per substation. If the Bidders participated for more than 05 Nos. of Sub-Stations under the Circle (As mentioned in **Annexure-VII**), the bidder

must meet the sum of Average Annual Turn Over requirement to qualify the financial criteria.

8. The intending bidder(s) shall furnish the self attested documentary evidence pertaining to the above qualifying criteria else their bid shall be rejected outright.
9. SOUTHCO reserves the right to reject all or any tender without assigning any reason at any time and at any stage.
10. The bidder should have minimum of 40 numbers of employees on its payroll for the period of experience submitted by the agency.

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

General Manager (MMV & MRT),
Corporate Office: Courtpetta,
Berhampur, Ganjam – 760004

SECTION -II

PACKAGE-A

INSTRUCTION TO BIDDERS (ITB) & GENERAL TERMS OF CONDITIONS OF THE CONTRACT (GTCC)

SECTION -II

INSTRUCTION TO BIDDERS (ITB) & GENERAL TERMS OF CONDITIONS OF THE CONTRACT (GTCC) SPECIFICATION NO:

1.0 **DISCLAIMER:**

- 1.1 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 1.2 Neither SOUTHCO 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 Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of SOUTHCO or its employees, or otherwise arising in any way from the selection process for the Supply / provision of Services for the Project.
- 1.3 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy him self that documents are complete in all respects. Intimation of any discrepancy/ doubt shall be sent to the SOUTHCO address for speedy response.
- 1.4 This document and the information 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 will in no case be responsible or liable for those costs.

3.0 **BIDDING DOCUMENTS:**

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

- (a) Invitation of Bids (IFB) - Section -I
Instruction to Bidders (ITB) & General Terms
- (b) and - Section -II
Conditions of Contract (GTCC)
- (c) List of Annexure - Section -III

- 3.2 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the 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 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.
- 4.2 The Amendment/ Addendum shall be part of the 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 may, at its discretion, extend the 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, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that the literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

6.0 **DOCUMENTS COMPRISING THE BID:**

6.1 **The Bid prepared and submitted by the Bidder shall comprise of two parts i.e. Part-I (Techno-Commercial Bid), & Part-II (Price Bid) as detailed below. Each part shall contain Original & duplicate bids separately.**

(A) The Part-I (Techno-Commercial Bid) must contain the following documents:

(a) Bid Document signed by the bidder in every page, all other Schedules / Formats enclosed in the Bid-Document (i.e. Annexure-I, III, IV, V, VI, VII) duly filled in & signed by the bidder with seal in a separate envelop super scribed as Techno Commercial Bid. Bids containing information in formats other than our prescribed formats shall not be acceptable and may make the bid non-responsive.

(b) Requisite Tender Cost & Earnest Money Deposit (E.M.D)

(c) Documentary evidence establishing qualifying Criteria.

(B) Part-II (Price Bid) :

The Price Bid shall contain the price schedules as per the prescribed format enclosed as (Annexure-II) duly filled in & signed by the bidder with seal.

(This shall be submitted in a double sealed envelope separately duly super scribed as "Price Bid")

6.2 The sealed envelope containing filled in Tender Paper must be super scribed with Tender Number & Name of the work.

7.0 **E.M.D:**

7.1 The bidder shall submit E.M.D as a part of the bid in the prescribed manner for the amount mentioned in the tender documents. The bids without E.M.D shall be rejected outright.

7.2 The E.M.D is required to protect the SOUTHCO against the risk of bidder's conduct, which would warrant the security's forfeiture.

7.3 The E.M.D shall be in the following form:

E.M.D in the form of a A/C Payee Demand Draft in favour of the SOUTHCO issued by a Scheduled Bank payable at Berhampur only.

7.4 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 furnishing of the performance security.

7.5 No adjustment of any previous deposit or any amount payable from the owner (SOUTHCO) shall be entertained for EMD. EMD amount so deposited shall not carry any interest payable to the bidder.

7.6 The E.M.D may be forfeited due to following reasons:

i) If the bidder withdraws bid during the period of bid validity specified by the bidder in the bid form.

ii) In case the successful bidder fails to give his acceptance or to sign the contract in specified time and / or fails to submit the requisite performance Bank guarantee, after execution of contract within specified time frame.

iii) If the bidder does not engage the labour (to be engaged under the Works Contract) within stipulated time on issuing of the direction by the Officer In-charge of SOUTHCO.

iv) When the successful bidder does not accept the order after issue of letter of intent or acceptance letter.

v) When the bidder alters his prices or withdraws his offers during the validity period

8.0 **BID PRICE:**

8.1 Bidders have to quote price strictly as per the enclosed format in ANNEXURE-II.

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 Operation & Maintenance including E&MR, Watch & Ward and House Keeping works of 33/11KV Electrical Sub-stations on work Contract basis", all in accordance with the requirement of Tender Documents.

8.2 The Bidders shall indicate the rate quoted for **Supervision & Administrative Charge** per sub-station per month clearly.

8.3 The Bidder shall complete the appropriate Price Schedules enclosed herein at ANNEXURE-II, stating the Unit Price for each item, all other livable taxes & duties & insurance separately and thereby arriving at the total amount. However, the rates quoted by the bidders shall comply with the provisions of the Minimum wages Act and all other Acts as on the date of opening of the Tender.

8.4 The Price offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during implementation of the contract.

8.5 Prices quoted by the Bidder shall be "**Firm**" and not subject to any price adjustment during the period of the Contract.

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 outright.

9.0 **CONTRACT PRICE:**

9.1 The Prices quoted for the Contract shall remain FIRM as per the above Parameters and SOUTHCO shall not compensate Bidder for any variations during the period of contract. However, any statutory variation in the rates , taxes & duties within the contract period shall be borne by the SOUTHCO.

10.0 **BID CURRENCIES:**

10.1 Prices shall be quoted in Indian Rupees Only.

11.0 **DOCUMENTS ESTABLISHING CONFORMITY TO THE BIDDING DOCUMENTS:**

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

12.0 **PERIOD OF VALIDITY OF BIDS:**

12.1 Bids shall remain valid for **180 days** from the date of opening of Bids.

12.2 Notwithstanding Clause 12.1 above, the **SOUTHCO** 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 or by Fax.

13.0 **ALTERNATIVE BIDS:**

13.1 Bidders shall submit Bids, which comply with the Tender Documents. Alternative bids shall not be considered for evaluation.

14.0 **ONE BID PER BIDDER:**

14.1 Each Bidder shall submit Bid by himself only. **A Bidder in a Joint Venture/Consortium shall not be allowed to participate in the tender.**

15.0 **LATE BIDS:**

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

16.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

16.1 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** prior to the deadline prescribed for submission of Bids.

16.2 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 fax but must be followed by an original signed confirmation copy.

16.3 No Bid can be modified subsequent to the deadline for submission of Bids.

16.4 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.

17.0 **EVALUATION OF BID:**

17.1 **PROCESS TO BE CONFIDENTIAL:**

Information relating to the examination, 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 SOUTHCO's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

18.0 **CLARIFICATION OF BIDS:**

To assist in the examination, evaluation and comparison of Bids, the SOUTHCO 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.

19.0 **PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS:**

19.1 SOUTHCO 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.

19.2 A Bid determined as not substantially responsive will be rejected by the SOUTHCO and will not subsequently allowed to be made responsive by the Bidder by correction of the non – conformity.

20.0 **EVALUATION AND COMPARISON OF BIDS:**

20.1 ***The evaluation of Bids shall be done basing on the quoted total price on competitiveness basis for each circle separately. A bidder shall be awarded the Outsourcing of Sub-Station work maximum up to 6 Nos. per Divisions and 18 Nos. per Circle.***

20.2 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes:

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.

Subsequently, the Financial Proposals of Bidders of the qualifying bidder(s) shall be considered for evaluation.

However, SOUTHCO will make his own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

21.0 **AWARD OF CONTRACT:**

In normal circumstances the SOUTHCO will generally award the Contract to the successful Bidder whose Bid has been determined to be the lowest evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactory.

If the lowest evaluated price (L1) of more than one responsive bidder(s) is same, then in such event the CONTRACT shall be awarded on proportional basis to their previous experience pertaining to Number of Sub-Stations maintained during last three years.

21.1 **THE SOUTHCO'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS OR TO RELAX ANY TERMS AND CONDITIONS:**

21.2 SOUTHCO 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 Contract, 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's action.

21.3 In the interest of work, the SOUTHCO reserves the right to relax any terms and conditions without affecting the quality & price of the equipments.

21.4 **THE SOUTHCO'S RIGHT TO VARY QUANTITIES:**

The SOUTHCO 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 Contract.

21.5 **NOTIFICATION OF AWARD & CONTRACT AGREEMENT:**

21.6 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) .

The successful Bidder shall be required to furnish a letter of acceptance to it **within 7 days** of issue of the Notification of Award by SOUTHCO.

The successful Bidder shall be required to sign Contract Agreement with SOUTHCO as per the format enclosed within next 7 days of the acceptance of the Notification of Award.

22.0 **PERFORMANCE BANK GUARANTEE:**

22.1 Within 15 days of the signing of the Contract Agreement, the successful Bidder shall furnish the Performance Security in the form of 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 SOUTHCO encashable at Berhampur only for an amount of 10% (ten percent) of the total annual Contract value in accordance with the Performance Security Form provided in **Annexure- VI** of this Bidding Documents.

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

Failure to furnish the PBG within the due date, contract shall be cancelled and necessary EMD shall be forfeited.

23.0 **GENERAL REQUIREMENTS:**

23.1 The Service Provider shall be responsible & shall comply with the provisions of all statutory Acts i.e. Electricity Act 2003, Indian Electricity Rules 1956, Income Tax Act-1961 etc.

The Service Provider shall indemnify SOUTHCO against all claims which may be made under all the Labour Laws of the Land including the Employee's Compensation Act or any statutory modification thereof or rules there-under or otherwise for in respect of any damage of compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the business relating to this Work Contract. In all cases of personal injury to workmen employed by the Service Provider on the works for which the Service Provider is liable to pay compensation under the Employee's Compensation Act. The Service Provider shall pay the prescribed medical fee to the Medical Officer or any other fee or charge payable more over the service provider shall produced documentary proof of payment of wages which should not be less than the wages fixed by the Govt. under minimum wages Act. And also produce the documentary proof regarding payment of PF Contribution/ESI Subscription every month along with the bill.

23.2 The Service Provider shall indemnify SOUTHCO 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 or any statutory modification thereof or Rules there-under or otherwise for in respect of any damage or compensation arising in-consequence of any dispute under these Acts.

24.0 **INSPECTION/ VERIFICATION:**

i) SOUTHCO's representative shall have the right to verify the Certificates, Statutory documents etc. of the Man Power engaged by the Service Provider during the

execution of Contract including the documents of payment of ESI,PF contribution and the service provider has to produce the same.

- ii) During the execution period, SOUTHCO's representative shall have right to inspect, examine the workman-ship and Muster Roll of all personnel engaged by the Service Provider.
- iii) However, such inspection, examination shall not release the Service Provider from his obligations under the contract.

INSPECTING OFFICER:

24.1

The concerned Sub-Divisional Engineer (El) will look after day to day affairs of the Service Provider and will maintain check and balances in the matter of Operation and Maintenance including Watch and Ward and House Keeping works of 33 / 11 KV S/S and report to Controlling Officer.

24.2

CONTROLLING OFFICER:

The concerned Divisional Manager (El) will be the controlling officer who will look after the overall performance of the Service Provider regarding the work and report it regularly to the SE, Circle for record and reference.

24.3

PAYING OFFICER:

The concerned SE/DGM/GM(Elect),Electrical Circle , shall be the paying officer for this purpose. He shall process the bill and release the payment as per the terms & conditions of the payment, only after obtaining the relevant documents duly certified by the Divisional Manager.

25.0

TRAINING FACILITIES :

The Service Provider shall provide adequate on the job training to the personnel engaged for this purpose. The Service Provider shall provide the training calendar & Training completion record to the Circle Heads.

26.0

TERMS OF PAYMENT:

Within 30 days of receipt of Invoice from the Service Provider, SOUTHCO shall release 100 % of the Monthly Invoice amount on submission of the following documents, verification thereof by the concerned Section Executives and duly certified by the concern Divisional Engineer and countersigned by the concerned Circle In-Charge.

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

The Service Provider shall submit monthly bill separately i.e. Monthly Fixed Wages and Supervision Charges / Administrative Charges for each Section for which the service is being provided along with the following documents on 1st day of the succeeding month to the

Section-in-charge.

1. Invoice in Triplicate.
2. Summary Statement of Attendance duly certified by the Service Provider with full signature & date.
3. Wage summary indicating details of the persons engaged certified by the Service Provider.

The Service Provider shall also submit the following documents each month directly to the SE, Circle for verification & passing of the bill & payment thereof.

- i. Copy of ECR (Electronic Challan cum Reader) of the last month PF deposited
- ii. Proof of deposit of ESI for the last month.
- iii. Proof of deposit of Service Tax for the last month.
- iv. Copy of Approval of Performance Bank Guarantee (One Time)
- v. Proof of payment of wages to the personnel engaged through any Banking Mode (no Cash transaction is allowed)
- vi. Prescribed Check List of work provided in the tender executed satisfactorily duly signed by the concerned Officer-in-Charge.

The Service Provider shall also submit the following documents via e-mail for verification & record.

- i. Monthly returns of ECR (PF deposit) in PDF format to the each Circle through Circle mail_ID with a copy to Head Office mail_ID (procurementmailbox@rediffmail.com)
- ii. Monthly returns of ESI in PDF format to Circle mail_ID with a copy to Head Office mail_ID (procurementmailbox@rediffmail.com)

27.0 CONTRACT PRICE VALIDITY:

28.0 For award of Contract, the prices shall remain valid and FIRM till contract completion i.e. 01 year.

29.0 PENALTY:

29.1 If the Service Provider engages less no. of personnel as stipulated in Work order, then the Service Provider shall be liable to pay to SOUTHCO as penalty, a sum of Rs. 500/-(Five hundred only) per Personnel /Sub-Station per day.

29.2 If the Default Continues for a period of one Month, SOUTHCO 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.

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

30.0 DISPUTE RESOLUTION AND JURISDICTION:

- 30.1 i) Any Disputes arising out of this contract shall be referred to the AO, SOUTHCO, who shall decide the case as sole Arbitrator.
- ii) For the purpose of dispute resolution, this agreement shall be governed by the provision of Arbitration and Conciliation Act, 1996.
- iii) All disputes shall be subjected to exclusive jurisdiction of the Courts at Berhampur and the writ jurisdiction of Hon'ble High Court of Odisha at Cuttack.

31.0 **EVENTS OF DEFAULT:**

31.1 Events of Default. Each of the following events or occurrences shall constitute an event of default ("Event of Default") under the Contract :

(a) Service Provider fails to pay any statutory duty within the time frame due under the Contracts.

(b) Service Provider fails or refuses to appoint the no. of personnel as per the contract continues for a period of two Months.

(c) 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;

(d) Service Provider otherwise fails or refuses to perform or observe any term or condition of the Contract 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 Manager/SE, Circle against the Service Provider for such failure.

(e) Service Provider otherwise mis-represent any facts , submit the documents which is being fabricated , any act for which the Sub-Station is affecting and any action for which SOUTHCO is incurring losses, and such action shall constitute the event of default.

32.0 **CONSEQUENCES OF DEFAULT:**

(a) If an Event of Default occurs and would be continuing, SOUTHCO may forthwith terminate the Contract by written notice.

In the Event of Such Default, SOUTHCO may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;

i) Cancel the contract and Present for payment, to the relevant bank the Contract Performance Bank Guarantee;

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

33.0 **SERVICE PROVIDERS RESPONSIBILITY:**

1. The Service Provider shall not sublet, transfer, assign or otherwise part of the Contract or any part thereof, either directly or indirectly covered under the Scope of work.
2. The Service Provider shall provide the services strictly as per scope of work complying all the Statutory Rules, Acts and Regulations.

3. The Service Provider shall perform the work with due consultation of the concerned Divisional Engineer and Section-in-Charge.
4. The Service Provider shall prepare and notify in the sub-station a Shift duty Chart in each month for allotment of shift duty of the personnel engaged for O & M of the sub-station. The Service Provider shall keep An Attendance Register duly certified by him in the Section Office / Structure premises & at the end of each month shall submit a summary of the same to the effect that the persons engaged by the Service Provider have performed their duties satisfactorily. The Service Provider shall maintain all records including statutory records for the purpose of inspection and verification, required, if any.
5. The Service Provider shall not be involved any such act for which the engaged personnel are suffering due to inadequate safety precaution, non-payment of statutory duties etc.
6. The Engaged personnel shall work within the provision of the Scope of Works.
7. The Service Provider shall obey the instruction/Order of the concerned Divisional Engineer/ Concerned Circle In Charge.
8. The Service Provider shall maintain all safety procedure as envisaged in the CEA Regulation 2010 (Measures relating to safety & electricity supply) & observe all applicable regulations regarding safety at site. Any compensation due on account of accident at site shall be in the Service Provider's account.
- & The Service Provider shall adhere to guideline issued by SOUTHCO during shut down & line clearance.
9. The Service Provider has to obtain necessary License and Competency Certificate from the ELBO to handle the lines, equipment by the workers employed by him. Workers (ITI –Electrician) must possess valid Workman HT License.
10. The Service Provider has to make Insurance coverage of accidents (required to cover all risks as per the Provision of Workmen Compensation Act) if the area is not covered under ESI Scheme that may arise while carrying out the O & M including Watch & Ward and House Keeping duties of Sub-stations.
11. The service provider shall display the chart of minimum wages in every structure for wide circulation of the same among the personnel & the Section Manager shall ensure compliance of the same. Weekly off shall be given as prescribed under Minimum Wages Act to all the labour employed.
12. The Service Provider shall follow the provisions of Industrial Disputes Act in case of any dispute arises with his labour.
13. 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 will be responsible for any accidents that may occur and for any compensation to be paid arising out of accidents.
14. No child labour should be employed.
15. The successful Bidder shall be responsible for recruiting employees at his choice with valid License. Under no circumstances, the employee of the successful bidder shall be considered as SOUTHCO employee and claim remuneration at par with SOUTHCO employees. The bidder shall

make it clear to the laborers engaged by him that they are his employees and SOUTHCO has nothing to do with their employment or any other claim.

16. The Service Provider shall provide copy of the duly accepted appointment letters of his employees who are placed to carry out the Operation & Maintenance of 33/11 KV Electrical Sub-stations as per the contract to the SE, Circle within 15 days of work order.
18. The Service Provider shall provide necessary labour with minimum qualification as prescribed and they will be tested for their working knowledge for various operations in the sub-station connecting to the Breakers, Isolators, issuing of line clearance etc., before actually engaging them.
19. Each personnel deployed by the bidder should be issued Identity Card with passport size photograph affixed on it duly attested by the Service Provider. A photo copy of such Identity Card to be given to Officer-in-charge, SOUTHCO.
20. Any other terms & condition as per SOUTHCO Rules & Regulation, Electricity Act, provisions of statutory obligation under any other labour act applicable to Job Contract, OERC Regulation not covered herein will be binding on the Service Provider.
21. The labour engaged by the service provider shall be courteous, obedient and sincere to officials of SOUTHCO Engineers & Customers of SOUTHCO while discharging the duties entrusted to them. In case of any misbehavior by any of the labour engaged, the bidder shall take full responsibility in replacing the concerned with a suitable trained person with required qualification & Linemen License.
22. The Service provider should certify that 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 and submit a certificate to that effect.
23. 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.
24. 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.
25. 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.
26. The service provider should have been registered under the provisions of ESI Act, 1948 and the person to be engaged must have been insured under the Act before engagement. If the service provider fails to comply, he has to pay interest there on as per law.

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.

Schedule for maintenance of 33 KV Sub-station on turnkey basis

Sl. No.	Details of Item
1	Over all inspection of Sub-station for job requiring works analysis and testing of dielectric strength of oil, insulation resistance value and earth resistivity etc.
2	Up keep of existing earthing system
3	Change of HV/LV bushing gasket ring and rubber washers & draining /re-filling of oil as required.
4	Change of gaskets of valves/radiator / Buchholz's Relay
5	Fixing (including replacement) of HV/LV bushing & bushing rod of brass metal
6	Dehydration/Filtration and reconditioning of transformer oil testing thereof in presence of Sub-station In-charge
7	Cleaning of oil scale deposits over the body and radiators of power transformer with thinner/detergent and de-rusting in perfect manner
8	Replacement of oil temperature indicator, Winding temperature indicator, silica gel container ,Presser relief device, magnetic oil level gauge, Gas operated Buchholz relay
9	Cleaning the body and radiators with preparation of surface by rubbing & applying primer coats and putty etc. and making smooth surface with the fine emery cloth including required material and tools.
10	Checking, tightening & replacement of jumpers, clamps connectors of bus bar including transformer & equipments of Sub-station.
11	Replacement of damaged bus bar conductor including re-jumpering etc.
12	Replacement of damaged pin/post insulators including re-binding and jumpering etc.
13	Replacement of damaged disc insulator with hardware, if required including jumpering etc.
14	Replacement of damaged jumpers including fixing P.G. clamps, 'T' clamps and connectors at both ends. Including proper tightening of M.S. Nuts & Bolts.
15	Replacement of 33 KV/11 KV lightening arrestors including jumpering and earth connections etc. in all respect.
16	If separate earthing is not provided for LA, the same shall be provided in accordance with the provisions for the activity.
17	Operation & maintenance of 33 KV/11 KV Isolator/ G.O. Switch for smooth operation including replacement of G.O. clamps, jaws, blades & post insulators etc. and checking of operating mechanism, oiling/greasing complete in all respect.
18	Maintenance of existing lighting fixtures including replacement of all defective spares & wire if required and commissioning thereof.
19	Operation and Maintenance of VCBs (Beyond GP), Battery set and Battery charger including maintaining specific gravity battery level, cleaning checking & tightening of battery terminals in all respect. It includes measuring and recording of voltage of each battery
20	Maintenance of 33 KV/11 KV Control and relay panel (Beyond GP) and associated equipments and replacement of defective part
21	Maintenance of fire-fighting equipment, Fire extinguisher, Sand buckets with sands etc.
22	Installation , testing as per norms & commissioning of new 11KV CT PT set (all sizes) on erected supports including jumpering, crimping of lugs/ clamping earth connection of body & conducting pre commissioning test before energization and satisfactory operation in all respect

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: :

PRICE SCHEDULE FORMAT

NAME OF THE BIDDER:.....

Name of The Circle:.....

Operation & Maintenance Assistant including Watch & Ward and House Keeping Works on Job/Work Contract basis at 33/11KV Electrical Sub-stations **(As per Annexure-VII)**:

Sl.No.	Description of Work	Unit Rate (in Rs,) Per Sub-Station/ Month (Inclusive of all incidental cost, and taxes & duties)	
		In Figures	In words
A	Carrying out Operation and Maintenance Assistance including E&MR, Watch & Ward and House Keeping Works round the clock efficiently as per the terms and conditions mentioned in the specification for the following;	-NA-	-NA-
1.	Fixed Charges per 08 persons:		
i	Wage for 08 Persons		
ii	EPF Contribution for 08 Persons		
iii	ESI Contribution for 08 Persons		
iv	Leave Salary for 08 Persons		
v	Bonus for 08 Persons		
2.	Amount of Supervision & Administrative Charges for Operation & Maintenance per one Sub-Station/Month.		
3.	Amount of Service Tax on Supervision / Administrative Charges. (Rate to be specified along with Amount)		
4.	Amount of Accident Group Insurance required as per the scope of work (For Non-ESI Areas Only)	As per Actual	
	Total (Sl. No.1 to Sl. No.-4)		

Note: The rates quoted under item Sl. No.1 shall comply with the provisions of the Minimum wages Act and Acts as on the date of submission of the Tender.

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

TENDER No. HR-01/2013-14/2010-2011

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: :

Enclosures to the Schedule:			
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 of2015 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
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	24 hours providing of service for Operation & Maintenance of 33/11KV (MVA) Primary Substation at.....	At..... ... Elec. Section of(Division) under..... (Circle)	One year form 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 toElectrical 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 at _____ 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: Courtpeta, 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 Operation & Maintenance of 33/11KV (MVA) Primary Substation 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.

ANNEXURE-VII
 DETAIL LIST OF 33/11 KV ELECTRICAL SUB-STATIONS

Sl. No.	Name of Division	Name of 33/11KV S/S
1	BED-I	Medical
2	BED-I	Goods shed
3	BED-I	Ambapua
4	BED-I	University
5	BED-I	Narendrapur
6	BED-III	Kanisi
7	BED-III	Jagapur
8	BED-II	Ambagada
9	BED-II	Luchapada
10	BED-II	NK Nagar
11	BED-III	Lathi
12	BED-I	Ankuli
13	BED-I	Dedicated Medical S/S
14	BED-I	MES
15	BED-III	Kukudakhandi
1	PSED	Kodala
2	PSED	Beguniapada
3	GNED	Chatrapur
4	GNED	Humma
5	GNED	Rambha
6	GNED	Khallikote
7	GNED	Ganjam
8	GNED	Mallud
9	GNED	Ramachandrapur
10	PSED	P.S.Pur
11	PSED	Polasara
12	PSED	TaraTarini
13	GNED	Titipa
14	GNED	Keshpur (Kanheipur)
1	AED-I	ASKA
2	AED-I	BALISIRA
3	AED-I	DHARAKOTE
4	AED-I	HINJILI
5	AED-I	NUAGAM
6	AED-II	K. S NAGAR
7	AED-II	BUDHAMBA
8	AED-II	BUGUDA
9	AED-II	BALIPADAR
10	GSED	DIGAPAHANDI

11	GSED	SHERAGADA
12	GSED	ADAPADA
13	GSED	PATRAPUR
14	GSED	CHIKITI
15	GSED	PUDAMARI
1	BNED	Bhanjanagar
2	BNED	Lalsing
3	BNED	Tillising
4	BNED	K.B.Pur
5	BNED	Bellaguntha
6	BNED	J.N.Prasad
7	BNED	Sorada
8	PED	Phulbani
9	PED	Sankarakhola
10	PED	Tikaballi
11	PED	Kallinga
12	PED	G.Udayagiri
13	PED	Raikia
14	PED	K.Nuagam
15	PED	Balliguda
16	PED	Tumudibandha
17	PED	Phiringia
18	PED	Khajuripada
19	PED	Dharingibadi
20	PED	Kotagada
21	PED	Chakapada
22	BOED	Charichhak
23	BOED	Chataranga
24	BOED	Boudh
25	BOED	Bausuni
26	BOED	Janapanka
27	BOED	Manmunda
28	BOED	Kantamala
1	RED	Seriguda
2	RED	Autonagar
3	GED	Minajhola
4	RED	Therubali
5	RED	Sikarpai
6	RED	Kasipur
7	RED	Bissamcuttack
8	RED	K.dhamini
9	RED	Muniguda
10	RED	Hata muniguda
11	RED	Dangosoroda
12	RED	Sorisapadar
13	RED	Nuapada
14	GED	Padmapur

15	GED	Gudari
16	GED	Gumuda
17	GED	Ukumba
18	GED	Ramanaguda
19	GED	Gunupur
20	PKED	Paralakhemundi old s/s
21	PKED	Paralakhemundi new s/s
22	PKED	Kasinagar
23	PKED	Khandaba
24	PKED	Gumma
25	PKED	Uppalada
26	PKED	Garabandha
27	PKED	Raigada
28	PKED	Badapada
29	PKED	Cheligada
30	PKED	Mohana
31	PKED	Brahmanigaon
1	JED	Old Control Room,Jeypore
2	JED	New-Bus Stand(Barial Ground)
3	JED	Randapalli
4	JED	Borigumma
5	JED	B.Singipur
6	JED	Kotpad
7	JED	Kundra
8	JED	Kusumi
9	JED	Lamtaput
10	JED	Boipariguda
11	KED	Koraput
12	KED	OMP,Koraput
13	KED	Kolabnagar
14	KED	Sunabeda
15	KED	Belaiguda
16	KED	Nandapur
17	KED	Anlabadi
18	KED	Kakrigumma
19	KED	Laxmipur
20	KED	Bandhugaon
21	KED	Narayanpatna
22	KED	Dasamantapur
23	NED	Nabarangapur
24	NED	Tentulikhunti
25	NED	Nandahandi
26	NED	Papadahandi
27	NED	Dabugaon
28	NED	Umarkote

29	NED	Jharigaon
30	NED	Raighar
31	NED	Chandahandi
32	NED	Kosagumuda
33	NED	Podagada(taken-over from OHPC)
34	NED	Moran Dam(taken-overfrom OHPC)
35	MED	Malkangiri
36	MED	Kalimela
37	MED	MV-79
38	MED	Pandripani
39	MED	Ballimela
40	MED	Mathilli
41	MED	Khairaput
42	MED	Chitrakonda
43	MED	Kudumul Gumma

