

# **WESCO**

**WESCO UTILITY OF ODISHA, Head Office: At/Po-Burla,**

**Dist-Sambalpur-768017, Odisha**

Phone: 0663-2, 2430524 Facsimile: 0663-2432115,

E-mail: [goperation.wesco@gmail.com](mailto:goperation.wesco@gmail.com)

## **TENDER NOTICE**

**Tender Notice No: WESCO UTILITY/O&M/IFB/01/2015/1046, Dtd.14/09 /2015**

For and on behalf of WESCO UTILITY of Odisha, the undersigned invites sealed tenders super scribing the Tender Specification No. & Date of opening from the eligible bidders for the work **“Operation & Maintenance including Watch & Ward and Housekeeping works of 33/11KV Electrical Sub-stations on work Contract basis”** as per the Scope Of Work.

The tender papers can be had from the undersigned at the above address on payment of the cost of Tender Paper indicated below in shape of Account Payee Bank Draft drawn on any Scheduled Bank in favour of the WESCO Head Office Expenditure A/c payable at Burla/Sambalpur. The cost of tender paper is non-refundable.

### **SCHEDULE OF WORKS :**

Sl. No.	Name of Work	Unit	Quantity	Cost of Tender Paper (Rs.)	EMD (Rs.)
1	<b>“Operation &amp; Maintenance including Watch &amp; Ward and House keeping works of 33/11KV Electrical Sub-stations on work Contract basis</b>	Nos..	<b>147</b> (List enclosed in Annexure-VII of Tender Specification )	1000/- + 5% VAT (Per Division)	10,000.00 ( Ten Thousand ) (Per Sub-Station)

### **TIME SCHEDULES:-**

1	Last Date & Time for selling of tender papers	Dt.06.10.2015 & 5.00PM
2	Last Date & Time for submission of Tender	Dt.07.10.2015 & 2.00 PM
3	Last Date & Time for Opening of Tender	Dt.07.10.2015 & 3.30 PM

The intending bidders can also download the tender document from our website [wescoorissa.com](http://wescoorissa.com). However the bidder has to furnish a **Account Payee Bank Draft drawn on any Scheduled Bank in favour of the WESCO** Head Office Expenditure A/c payable at Burla/Sambalpur 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 WESCO UTILITY, the bids will be sold / received / opened up at the appointed time on the next working day. WESCO 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.wescoorissa.com/www.wescoodisha.com](http://www.wescoorissa.com/www.wescoodisha.com).

**NB:** *This Tender Notice is to be published in Two leading ODIA dailies having circulation across Odisha and to be posted in the Website of WESCO UTILITY at the earliest.*

Sd / -

**General Manager  
( Operation & Maintenance)**

# **SECTION – I**

## **INVITATION FOR BIDS (IFB)**

# **WESCO**

**WESCO UTILITY OF ODISHA, HeadQuarter Office: At/Po-Burla,**

**Dist-Sambalpur-768017, Odisha**

Phone: 0663- 2430524 Facsimile: 0663-2432115,

E-mail: gmoperation.wesco@gmail.com

## **INVITATION FOR BIDS (IFB)**

**For**

**“Operation & Maintenance including Watch & Ward and Housekeeping works of 33/11KV**

**Electrical Sub-stations on work Contract basis”**

**(COMPETITIVE BIDDING)**

**( Tender Specification No. WESCO UTILITY/O&M/IFB/01/2015/1046, Dtd.14/09/2015)**

### **SECTION –I**

For and on behalf of the WESCO UTILITY, the undersigned invites bids in **two part bidding system** in sealed cover in duplicate duly super scribed with Tender Specification no. **WESCO UTILITY/O&M/IFB/01/2015/1046, Dtd.14/09/0/2015** and date of opening – **Dt.07.10.2015** from the eligible bidders for “Operation & Maintenance including Watch & Ward and Housekeeping works of 33/11KV Electrical Sub-stations” on work Contract basis for different Circles under WESCO UTILITY.

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

#### **A. OPERATIONAL ASSISTANCE 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 the same to the 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. They will maintain the Operation register for recording all the operations of switchgears, details of L.C. issued and other events worth recording chronologically in respect of electrical operation.
- vi They will record all the data in the Log-Book in hourly basis.
- vii. Up-dating of interruption registers, Telephone Call Register, Data Book, Battery Register, Register of Inspection of Jumpers. Apart from the above, the Service Provider shall carry out the routine checks during the Contract period daily.

- viii. Shall follow strictly operating instructions given by Officer-in charge to carry out the operations like charging Circuit Breaker and other equipments, issue of LCs to the authorized person in the standard line clear form and follow the SOP (Standard Operating Procedure) during Line Clearance.
- ix. 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.
- x. Shall attend to all telephone calls and issue receipt message promptly.
- xi. 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.
- xii. Shall be held responsible for the equipment and other materials kept at the Switchyard & Control room area. Shall also be responsible for watch & ward and housekeeping of the 33/11 KV Electrical sub-station areas.
- xiii. Shall be held responsible for any damages that occur due to defective or improper operation of equipment as well as non implementation of right operation of the equipments and shall make good the loss occurred by WESCO UTILITY.
- xiv. The Operator/Labourer should not do continuous shift duties.
- xv. The Service Provider is responsible for maintenance of 33/11 KV Electrical S/S.

**B. TRANSFORMERS:**

- 1. Checking of oil level in conservator and temperatures of oil and winding and bushings and also examine for leaks.
- 2. Checking un-usual internal noises.
- 3. Checking relief diaphragm for cracks.
- 4. Checking and renewal of HG Fuses and Section Fuses of Station Transformer.
- 5. Shall check the condition of silica gel,replace 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, ofcourse under supervision of WESCO Executive.

**C. 33/11 KV BREAKERS:**

Checking of healthiness of trip circuits, and related equipment for healthy operation of breaker and also other works specified by the Officer of WESCO UTILITY.

**D. SWITCH YARD:**

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

**E. BATTERIES:**

1. Taking specific gravity and voltage of pilot cells daily during morning shift and for all cells weekly once observation shall be recorded in the log- book.
2. Checking of DC Earth leakage, contactors etc.and top up distill water where required.

**F. EARTH PITS:**

All the earth pits are to be watered daily.

**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 WESCO UTILITY at site.

I. Shall report to the concerned Officer of WESCO UTILITY 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	Semi Skilled	ITI (Electrician)	Lineman-B or above / HT Work man permit as per recent notification 9553 Dt 03.12.2014 of Govt of Odisha Deptt of Energy.	one ITI having required license along with one non- ITI per shift

**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 17 Divisions under WESCO UTILITY separately. Bidders are free to participate in more than one Division. but the Tender Cost has to be furnished for each Division 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 WESCO UTILITY will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and delivery of bids.

3.0 WESCO UTILITY 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:**

<b>Description</b>	<b>Date &amp; Time</b>
Last date & Time for sale of tender papers	Dt.06.10.2015 & 5.00PM
Submission of Bids	Dt.07.10.2015 & 2.00PM
Opening of Bids	Dt.07.10.2015 & 3.30PM
Total No. of Sub-Stations:-	147 Nos. ( Division wise List enclosed at Annexure VII )
Contract Period	1(one) year
Cost of Bid Document ( <b>Per Division</b> ) ( Non-Refundable)	Rs. 1000.00 (Rupees One Thousand ) Only plus 5 % VAT in shape of Account Payee Demand Draft in favour of the “WESCO” payable at Burla/Sambalpur only.
Amount of E.M.D payable ( <b>Per Electrical Sub-Station</b> )	Rs. 10,000.00(Rupees Ten Thousand) per sub-station only in shape of Account payee Demand Draft issued in favour of the “WESCO” payable at Burla/Sambalpur only.

- N.B:**
- 1. Bidders are free to quote for one Division or multiple Division. E.M.Ds shall be furnished for each Division(s) they participated. Maximum Quote/Allotment can be defined.**
  - 2. Tender Cost are to be furnished for each Division separately**

## 5.0 QUALIFICATION OF BIDDERS:

### 5.1 QUALIFYING REQUIREMENTS:

1. The participant Bidder(s) should be a registered Sole Proprietor/ Firm/ Organization possessing valid HT Electrical License from the ELBO, Government of odisha/or the bidder should have supervisors having HT contractor license issued by the appropriate authority.
2. The Bidder should also possess the followings:
  - i. Labour license
  - ii. EPF Code No.
  - iii. ESI Code No.
  - iv. Service Tax Registration No.
  - v. PAN No.
  - vi. TIN No.
  - vii. Registration Number of the Sole Proprietor/Firm/Organization.
3. The bidder(s) shall have successfully maintained O & M of minimum 05(Five) Nos. of 33/11 KV Electrical sub-stations for a period of 2(Two) years contract for any Distribution Utility/Reputed Organization within last 3(Three) years prior to 31.03.2015.
4. The Bidders shall have to furnish **Work Performance Certificates** 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 work man permit- Lineman- B or above /HT license duly issued by competent authority of Energy Deptt Govt. of Odisha or by such Govt authority competent to issue work permit. The workers will be deployed in shift duties round the clock for O&M including Watch & Ward and Housekeeping Works of 33/11 KV Electrical Substations duly in compliance with Labour Acts/Laws.
6. The average annual turnover of the participant bidder(s) for last three years shall be Rs.35.00 Lakhs (Rupees Thirty Five Lakhs Only) per annum. If the Bidders participated for more than 01 Nos. of Division 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.
7. The intending bidder(s) shall furnish the documentary evidence pertaining to the above qualifying criteria else their bid shall be rejected outright.
8. WESCO UTILITY reserves the right to reject all or any tender without assigning any reason at any time and at any stage.

9. The bidders should **produce documents** in respect of **depositing EPF contribution / ESI contribution** for his existing employees not less than at least **fifty persons** (both technical & non-technical person of same type job) for the works carried out by himself in other utility prior to it.
10. The bidder should **produce documents** in respect of **depositing salary in the employees a/c** for his existing employees (not less than at least **fifty persons**, both technical & non-technical person of same type job) for the works carried out by himself in other utility prior to it.

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

**General Manager  
(Operation & Maintenance),  
WESCO UTILITY,  
Headquarter Office, Burla,  
At/Po-Burla, Dist-Sambalpur-  
768017 (Odisha).**



# **SECTION –II**

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



- 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, WESCO UTILITY 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 WESCO UTILITY, 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-Documents (i.e. Annexure-I, III, IV, V, VI, VII) duly filled in & signed by the bidder with seal in a separate envelope 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 Bid document duly completed in all respects shall be dropped in the **“Tender Box”** kept at **WESCO UTILITY Head Quarters Office: Burla, At/Po-Burla, Dist-Sambalpur-768017 (Odisha)**. The sealed envelope containing filled in Tender Paper must be superscribed 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 WESCO UTILITY 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 **WESCO** issued by a **Scheduled Bank** payable at Sambalpur 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 (WESCO UTILITY) 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 WESCO UTILITY.  
(iv) When the successful bidder does not accept the order after issue of letter of intent or acceptance letter.
- 7.6 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 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.  
  
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.
- 8.3 The Price offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during implementation of the contract. Service charges ,if applicable to be paid by the bidder, must be quoted.
- 8.4 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 WESCO UTILITY shall not compensate Bidder for any variations during the period of contract. However, any statutory variation in the rates, taxes & duties as amended by the Government within the contract period shall be borne by the WESCO UTILITY.

**10.0 BID CURRENCIES:**

10.1 Prices shall be quoted in Indian Rupees Only.

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

11.1 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 **WESCO UTILITY** may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing 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 **WESCO UTILITY** after the deadline for submission of Bids prescribed by the **WESCO UTILITY**, 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 **WESCO UTILITY** 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 (generally Corrigendum is allowed except financial bid)

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 **WESCO UTILITY**'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 **WESCO UTILITY** may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

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

19.1 WESCO UTILITY will examine the Bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

19.2 A Bid determined as not substantially responsive will be rejected by the WESCO UTILITY 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 Division separately. A bidder shall be awarded the Outsourcing work maximum up to the substations available under the division and 3 Division under WESCO as a whole. However, the utility has every right to modify maximum no. of sub-stations allocated to any Division depending upon the suitability at the time of selecting the bidders.*

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, WESCO UTILITY 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 WESCO UTILITY 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.

**However, a bidder shall be awarded Outsourcing work of Sub-Station maximum up to 2 Nos. of Divisions in a Circle and three nos of Divisions in WESCO. However, WESCO reserves the right to increase or decrease such numbers depending upon the circumstances.**

**21.1 THE WESCO UTILITY HAS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS OR TO RELAX ANY TERMS AND CONDITIONS:**

21.2 WESCO UTILITY reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of 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 WESCO UTILITY's action.

21.3 In the interest of work, the WESCO UTILITY reserves the right to relax any terms and conditions without affecting the quality & price of the equipments provided circumstance arises.

21.4 **THE WESCO UTILITY'S RIGHT TO VARY QUANTITIES:**

The WESCO UTILITY reserves the right to vary the quantity i.e. increase or decrease the number of Sub- Station work assignment without any change in terms and conditions at the time of placing the orders or during the execution of the 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 WESCO UTILITY.
- The successful Bidder shall be required to sign Contract Agreement with WESCO UTILITY as per the format enclosed within next 15 days of the acceptance of the Notification of Award.
- During signing the contract agreement the successful bidder has to produce an **affidavit** in a non-judicial stamp paper worth Rs.100/- (Rupees one hundred only) to the effect that neither the workers so deployed through outsourcing in WESCO Utility nor the bidder himself would claim any employment in WESCO Utility due to such deployment through outsourcing contract job. **This is mandatory.**

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 nationalized/Scheduled Bank in favour of the WESCO UTILITY en-cashable at Burla/Sambalpur only for an amount of 10% (ten percent) of the total Contract Price 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.

In case of Failure to furnish the PBG within the due date, the contract shall be liable for cancellation along with forfeiture of EMD.



## 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.labour laws any other laws applicable in this regard.
- 23.2 The Service Provider shall indemnify WESCO UTILITY against all claims which may be made under all the Labour Laws of the Land including the Workmen'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 Workmen's Compensation Act. The Service Provider shall pay the prescribed medical fee to the Medical Officer or any other fee or charge payable.
- 23.3 The Service Provider shall indemnify WESCO UTILITY against all claims which may be made under the Minimum Wages Act, 1948, Abolition of Child Labour Act,1986, Provident Fund Act,1952, ESI Act 1948, Payment of Bonus Act 1965, Industrial Dispute Act 1947, Payment of Gratuity Act 1972, Payment of Wages Act,1936 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) WESCO UTILITY's representative will verify the Certificates, Statutory documents etc. of the Man Power engaged by the Service Provider during the execution of Contract.
- ii) During the execution period, WESCO UTILITY'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.
- iv) The man power proposed for deployment through outsourcing will be examined with respect to their physical fitness, aptitude, work experience, authenticity of their technical qualification etc. before accepting them in the work contract. Non-qualifying workers will be denied to work in the assigned grid sub-station. The bidder has to provide at least five percent (5%) more of the required man power for the concerned Division assigned and the Superintending Engineer and Executive Engineer will examine their fitness in all respect before deployment. **This is mandatory.**

24.1 **INSPECTING OFFICER:**

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 over all performance of the Service Provider regarding the work and report it regularly to the Superintending Engineer of concerned Circle for record and reference.

24.3 **ORDERING OFFICER & PAYING OFFICER:**

(A) **ORDERING OFFICER:**

The Superintending Engineer will issue necessary work order after due authorization from Headquarter Office, Burla. The statutory documents have to be submitted by the successful bidder for verification at Circle level.

(B) **PAYING OFFICER:**

The concerned Executive Engineer in charge of the Division 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 Electrical Sectional Officer and duly checked and counter signed by the Sub-Divisional Officer.

25.0 **TRAINING FACILITIES :**

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

26.0 **TERMS OF PAYMENT:**

Within 30 days of receipt of Invoice from the Service Provider, WESCO UTILITY 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 Sub-Divisional Engineer.

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

The Service Provider shall submit monthly bill separately i.e. Monthly Wages and Supervision Charges / Administrative Charges for each sub-station for which the service is being provided along with the following documents on 1<sup>st</sup> week of the succeeding month to the Section-in-charge.

1. Invoice in Triplicate.
2. Summary Statement of Attendance (exclusively maintained for outsource workers) duly certified by the Sectional Officer and counter signed by the Service Provider with full signature & date.
3. Wage summary indicating details of the persons engaged certified by the Service Provider as per the attendance so certified and signed.

The Service Provider shall submit the following documents each month along with invoice duly certified by ESO and counter signed by SDO to the Executive Engineer in charge of Division for verification & passing of the bill & payment thereof in addition to the documents stated above.

- 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 as applicable 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(E.S.O).

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 Division concerned with a copy to Circle concerned.
- ii. Monthly returns of ESI in PDF format to the Division concerned with a copy to Circle concerned.

## **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 penalty to WESCO UTILITY. If the Default Continues for a period of one Month, WESCO UTILITY may without prejudice to any method of recovery, deduct as penalty, a sum of Rs. 300/- (Three hundred only) per Personnel per Sub-Station per day. 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.

29.2 The Operation & Maintenance including watch & ward and housekeeping activity of 33/11KV Sub-stations have to be carried out effectively and efficiently. Any lapses found and notified by the concerned Divisional Head/ Sub-Divisional Head /Sectional Officer of WESCO UTILITY, 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 Head of WESCO UTILITY 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 Sambalpur 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 wages, statutory, levy 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 Sub-Divisional Officer through the concerned Divisional Officer / Superintending Engineer 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 WESCO UTILITY 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, WESCO UTILITY may forthwith terminate the Contract by written notice.

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

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

Recover any losses and / or additional expenses, WESCO UTILITY 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 a Shift duty Chart in each month for allotment of shift duty of the personnel engaged for O & M of the structure. 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. However, all this must be maintained under guidance of the concerned Sectional Officer.
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 Sectional Officer/ Sub-Divisional Engineer/ Divisional Engineer 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.**
9. The Service Provider shall adhere to guideline issued by WESCO UTILITY during shut down & line clearance.
10. 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 Lineman License – B or above/HT License Work Permit.
11. 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.

12. 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.
13. The Service Provider shall follow the provisions of Industrial Disputes Act in case of any dispute arises with his labour.
14. 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, WESCO UTILITY will be responsible for any accidents that may occur and for any compensation to be paid arising out of accidents.
15. No child labour should be employed.
16. 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 WESCO UTILITY employee and claim remuneration at par with WESCO UTILITY employees. The bidder shall make it clear to the laborers engaged by him that they are his employees and WESCO UTILITY has nothing to do with their employment or any other claim.
17. The Service Provider shall provide copy of the duly accepted appointment letters of his employees who are proposed to be placed to carry out the Operation & Maintenance of 33/11 KV Electrical Sub-stations as per the contract to the Divisional Engineer with a copy to the Sub-Divisional Officer within 15 days of work order. **However, the proposed workers must pass the fitness test and eligibility test which will be conducted by the Superintending Engineer and Divisional Engineer prior to deployment in the grid sub-stations, as and when desired by the authority of WESCO Utility.**
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 – Action: Divisional Head and Circle Head of WESCO Utility
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, WESCO UTILITY.
20. Any other terms & condition as per WESCO UTILITY Rules & Regulation, Electricity Act, 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 WESCO UTILITY Engineers & Customers of WESCO UTILITY 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.

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

**CHECK- LIST**

**A. OPERATIONAL ASSISTANCE 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 the same to the 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. They will maintain the Operation register for recording all the operations of switchgears, details of L.C. issued and other events worth recording chronologically in respect of electrical operation.
- vi They will record all the data in the Log-Book in hourly basis.
- vii. Up-dating of interruption registers, Telephone Call Register, Data Book, Battery Register, Register of Inspection of Jumpers. Apart from the above, the Service Provider shall carry out the routine checks during the Contract period daily.
- viii. Shall follow strictly operating instructions given by Officer-in charge to carry out the operations like charging Circuit Breaker and other equipments, issue of LCs to the authorized person in the standard line clear form and follow the SOP (Standard Operating Procedure) during Line Clearance.
- ix. 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.
- x. Shall attend to all telephone calls and issue receipt message promptly.
- xi. 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.
- xii. Shall be held responsible for the equipment and other materials kept at the Switchyard & Control room area. Shall also be responsible for watch & ward and housekeeping of the 33/11 KV Electrical sub-station areas.
- xiii. Shall be held responsible for any damages that occur due to defective or improper operation of equipment as well as non implementation of right operation of the equipments and shall make good the loss occurred by WESCO UTILITY.



- xiv. The Operator/Labourer should not do continuous shift duties.
- xv. The Service Provider is responsible for maintenance of 33/11 KV Electrical S/S.

**B. TRANSFORMERS :**

1. Checking of oil level in conservator and temperatures of oil and winding and bushings and also examine for leaks.
2. Checking un-usual internal noises.
3. Checking relief diaphragm for cracks.
4. Checking and renewal of HG Fuses and Section Fuses of Station Transformer.
5. Shall check the condition of silica gel,replace 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, ofcourse under supervision of WESCO Executive.

**C. 33/11 KV BREAKERS:**

Checking of healthiness of trip circuits, and related equipment for healthy operation of breaker and also other works specified by the Officer of WESCO UTILITY.

**D. SWITCHYARD:**

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

**E. BATTERIES:**

1. Taking specific gravity and voltage of pilot cells daily during morning shift and for all cells weekly once observation shall be recorded in the log- book.
2. Checking of DC Earth leakage, contactors etc.and top up distill water where required.

**F. EARTH PITS:**

All the earth pits are to be watered daily.

**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 WESCO UTILITY at site.

I. Shall report to the concerned Officer of WESCO UTILITY 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.

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

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

Signature of the 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..... 6.....**
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. Labour license no with validity.
9. EPF Code No.
- 10.ESI Code No.
11. Service Tax Registration No.
12. PAN No.
13. TIN No.
14. Valid HT Electrical License No. from ELBO, Govt. of Orissa with validity upto  
..... (date)
15. Service Provider's/Service Provider's Registration No. with validity upto  
.....
16. Whether WESCO UTILITY Payment Terms accepted  
..... (Yes/No)
17. 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 Division:.....

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	
		In Figures (in	In words
A	Carrying out Operation and Maintenance Assistance including Watch & Ward and House Keeping Works round the clock efficiently as per the terms and conditions mentioned in the specification for the following:		
1.	<b>Fixed Charges of the personnel:</b>		
A.	<b>ITI Personnel: 4 Persons</b>		
i	<i>Wage for 04 Persons</i>		
ii	EPF Contribution for 04 Persons		
iii	ESI Contribution for 04 Persons		
iv	Bonus for 04 Persons		
v	National Festival & EL for 04 Persons (18 days EL+4 days National holidays)i.e 22 days of such paid holidays		
B.	<b>Non-ITI Personnel: 4 Persons</b>		
i	<i>Wage for 04 Persons</i>		
ii	EPF Contribution for 04 Persons		
iii	ESI Contribution for 04 Persons		
iv	Bonus for 04 Persons		
v	National Festival & EL for 04 Persons		
	<b>Wages Total for 08 Persons</b>		
2.	Amount of Supervision & Administrative Charges for Operation & Maintenance per one Sub-Station/Month.		
3.	Amount of Service Tax as per prevailing rate of Government(Rate & amount to be mentioned) in case payable by the bidder.		

4.	Monthly premium (As per Actual )towards group Insurance of Rs 5 lacs (Rs Five Lacs) per worker, the policy covering Accidental benefit/medicalexpenditure/compensation towards disability and death coverage as per the scope of the proposed Group Insurance ( <b>For Non-ESI Areas Only</b> ) <b>The Name and Policy Particulars of proposed Insurance Company may be annexed.</b>		
TOTAL For ESI covered area			
TOTAL For Non ESI Area			

*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 Notice No: WESCO UTILITY/O&M/1046, Dtd.14/10/2015**

**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****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 valid Labour license		(Yes/No)
11	Attested copy of Electrical Contractor issued by appropriate authority.		(Yes/No)
12	Attested copy of Registration Certificate under Shops &	-	Yes/No
13	Attested copy of EPF Code	-	Yes/No
14	Attested copy of ESI Code	-	Yes/No
15	Attested copy of Service Tax Registration No.	-	Yes/No
16	Attested copy of PAN	-	Yes/No
17	Attested copy of TIN	-	Yes/No
18	Attested copy of Electrical HT License	-	Yes/No
19	Details of Bank Account No. & Banker	-	Yes/No
20	Credentials of similar nature of works undertaken	-	Yes/No
21	Any other Certificates/ Documents.	-	Yes/No
22	WESCO UTILITY 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 EXECUTIVE ENGINEER UNDER WESCO UTILITY having its Head Office at ----- (Odisha) ( hereinafter referred to as “ WESCO UTILITY” which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrator and assigns) of the FIRST PARTY and M/s..... being a Company/Partnership Firm/Cooperative Society..... having its office at ..... represented through ..... (hereinafter referred to as “the Service Provider” which expression shall unless repugnant to the context or meaning thereof include his/its heirs, executors, administrators and assigns ) of the SECOND PART.

WHEREAS the party of the FIRST PARTY, WESCO UTILITY engaged in the business of Electricity Power Distribution in the specified area in the state of Orissa. ;

AND WHEREAS the party of the SECOND PARTY, the Service Provider provides the services of operation and maintenance of 33/11 KV Electrical S/S by engaging its employees having ITI with valid work man permit and Non- ITI Workers .

AND WHEREAS the party of the FIRST PARTY, WESCO UTILITY, agrees to entrust the job contract of Operation and Maintenance including Watch & Ward and House Keeping Works of 33/11 KV primary S/S at.....under ..... Electrical Section of ..... and the party of the SECOND PARTY, 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 after 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 the parties hereto.
2. The service provider will place its employees (ITI. Electrician with Lineman License workman permit B or higher or HT License issued by competent authority) and Non- ITI workers to WESCO UTILITY to undertake the services of 24 hours of operation and maintenance including watch & ward and house keeping works of 33/11 KV(.....MVA) primary S/S at.....as detailed below.

Sl. No.	Job Discription	Place of work	Period	Rate per Month	Remarks
	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.	

The WESCO UTILITY shall pay the Service Provider at the rate of Rs.....(Rupees.....) only per month (consolidated amount inclusive of all 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 Section Officer as per the procedure laid down in the tender call which will be processed and to be submitted to concerned Executive Engineer as per procedure for pass and payment. WESCO UTILITY will settle the bill after deducting the taxes/levies as applicable.

3. The Second Party 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 Party i.e WESCO UTILITY.
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)/non-ITI workers placed for the specified place of WESCO UTILITY/ job of WESCO UTILITY.
5. The Service Provider shall provide man power for 24 hours of services for operation and maintenance including watch & ward and housekeeping works of 33/11 KV primary Sub-station, as specified herein above, by deploying required employees/ ITI(Electrician with Linemen License)/ non-ITI workers of his / their own on placement basis to WESCO UTILITY 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. 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 WESCO UTILITY 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 ) /non-ITI workers for the purpose of providing said services to WESCO UTILITY. 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 WESCO UTILITY and the WESCO UTILITY shall in no case be an employer of any such person or persons employed by the Service Provider for providing the services to WESCO UTILITY under this Agreement.
9. The Service Provider shall ensure that he places required manpower for the purpose of providing necessary services to WESCO UTILITY, failing which WESCO UTILITY shall be at liberty to utilize such services from other available sources and such expenses that will be incurred to WESCO UTILITY shall be borne by the Service Provider. WESCO UTILITY 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/non-ITI workers placed for the work of WESCO UTILITY, wear clean, appropriate dress in conformity with the nature of work to be performed. The Service Providers' employees/ITI (Electrician with Linemen License)/non-ITI workers 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. WESCO UTILITY shall not in any way be responsible for the same.
12. The Service Provider shall see that his / their employee/non-ITI workers engaged by him to carry out the services of WESCO UTILITY, observe strict discipline, behave courteously and properly, act diligently and faithfully. If anyone behaves improperly in violation, the matter shall be reported to the Service Provider who shall take immediate action for replacing him by another suitable employee/ labour.
13. The Service Provider shall assume all liability for and give WESCO UTILITY 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 WESCO UTILITY.

14. The Service Provider shall be duty bound to make good to WESCO UTILITY any loss or damage to WESCO UTILITY property caused by or attributable to the lapses on negligence on the part of the Service Provider or his / their employees/ non-ITI workers or agents.
15. If any breach of terms and conditions is made by the Service Provider in case of misappropriation, WESCO UTILITY 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 WESCO UTILITY to Service Provider even-after signing this Agreement will also be a 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 Sambalpur 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 Sambalpur.
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 Head of WESCO UTILITY 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.

Witness:

1. Signature:  
WESCO UTILITY Name & Address:

2. Signature:  
Name & Address:

Wintess:

1. Signature:  
Name & Address:

2. Signature:  
Name & Address:

Signature of Authorized Signatory  
on behalf of

Signature of Service Providers

**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 WESCO UTILITY of Odisha , Address: At: Burla, Sambalpur-768017, Odisha a Body corporate, constituted under the Electricity Act, 2003 (here in after called “the (WESCO UTILITY)”) has placed Work order Noo 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 (WESCO UTILITY) 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 (WESCO UTILITY) 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 (WESCO UTILITY) an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the (WESCO UTILITY) 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 (WESCO UTILITY) stating that the amount claimed is due by way of loss or damage caused to or suffered by (WESCO UTILITYs) 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 (WESCO UTILITY) 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 (WESCO UTILITY) under by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till ( WESCO UTILITY) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider and accordingly discharge this guarantee and will not be revoked by us during the validity of the guarantee period.

Unless a demand or claim under this guarantee is made on us or with \_\_\_\_\_  
\_\_\_\_\_ (Local Bank Name, address and code No.)  
\_\_\_\_\_, Sambalpur 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 (WESCO UTILITY) 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 (WESCO UTILITY) or any indulgence by the (WESCO UTILITY) to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
6. The Guarantee will not be discharged due to change in the name, style and constitution of the Bank and or Service Provider
7. We, the \_\_\_\_\_ Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the (WESCO UTILITY) in writing.

Dated \_\_\_\_\_ the \_\_\_\_\_ day of Two thousand \_\_\_\_\_ .

Notwithstanding anything contained herein above.

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

The Bank Guarantee shall be valid up to \_\_\_\_\_ only.

We or our Bank at Sambalpur (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 Sambalpur a written claim or demand and received by us or by Local Branch at Sambalpur 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.

**DETAIL LIST OF 33/11 KV ELECTRICAL SUB-STATIONS**

Sl. No	Name of Circle	Name of Electrical Division	Name of 33/11 KV Electrical Sub-station	Nos.
1	<b>Electrical Circle Rourkela</b>	Rourkela Sadar	Chhend, Pilot Project, Panposh, Industrial Estate, Lathikata, Bonai, Rajamunda, Mahudiha, Koira,	<b>10</b>
		Rourkela	Power House Road, Basanti, RED, Koelnagar, Bisra,	<b>05</b>
		Rajgangpur	Bargaon, Kutra, Rajgangpur, Mandiakudar, Vedvyas, IDC, Otto India, Kuanrmunda, Biramitrapur, Hatibari, Nuagaon.	<b>11</b>
		Sundargarh	Sankara, College, Subdega, Kinjrikela, Sadar, Sargipali, Lefripada, Garjanbahal.	<b>08</b>
<b>Total</b>				<b>34</b>
2	<b>Electrical Circle Sambalpur</b>	Sambalpur East	Putibandh, Dhama, Sason, Rengali, Laida, Rairakhol, Hatibari, Naktideul.	<b>08</b>
		Sambalpur	Ainthapali, Cheruapada, Burla, Burla Medical, Hirakud, Gosala.	<b>06</b>
		Jharasuguda	Sarasmal, Badmal, Bagdihi, Kolabira, Laikera, Kuchinda, Jamankira, Kesaibahal, Bamra, Lahandabud.	<b>10</b>
		Brajarajnagar	Remja, Belpahar, Bandhbahal, Jharupada.	<b>04</b>
		Deogarh	Deogarh, Barkote, Rengalbeda, Budhapal, Kandhal, Tileibani	<b>06</b>
<b>Total</b>				<b>34</b>
3	<b>Electrical Circle, Bargarh</b>	Bargarh	Padhanpali, Division, Turunga, Bhatli, Bhukta, Dungri, Attabira, Thuapali, Bheden, Khuntlipali, Godbhaga.	<b>11</b>
		Bargarh West	Sohela, Bijepur, Barpali, Gaisilet, Melchhamunda, Padampur, Paikmal, Jharbandh.	<b>08</b>
<b>Total</b>				<b>19</b>
4	<b>Electrical Circle Bolangir</b>	Bolangir	Laltikra, Laltikra RED, Industrial Estate, Sudpada, Beherapali, Chhatamakhna, Chudapali, Loisinga, Agalpur, Deogaon, Tusra.	<b>11</b>
		Sonepur	Cherupali, Sonepur, Hardakhol, Tarava, Charbhata, Khari, Dumerbahal, Pandkital, Binika, B.M Pur, Ullunda.	<b>11</b>
		Titlagarh	Titlagarh, Kholan, Sindhekela, Saintala, Belgaon, Kantabanji, Tureikela, Muribahal, Patnagarh, Ghumer, Thakpada, Khaprakhol, Belpada.	<b>13</b>
<b>Total</b>				<b>35</b>
5	<b>Electrical Circle Kalahandi</b>	Kalahandi East	Narla, M. Rampur, Madanpur, Karlamunda, Biswanathpur, Utkela, Borda, Naktiguda, Kesinga, Lnajigarh.	<b>10</b>
		Kalahandi West	Junagarh, Charbahal, Dharamgarh, Badkutru, Gadramal (Koksara), Mukhiguda, Golamunda.	<b>07</b>
		Nuapada	Nuapada, Kurumpuri, Komna, Khariar, Sinapali, Boden, Bisora, Khariar Road.	<b>08</b>
<b>Total</b>				<b>25</b>
<b>GRAND TOTAL</b>				<b>147</b>