

Price ₹ 5000/-
(Non-refundable)



वाष्कोस लिमिटेड
WAPCOS LIMITED

(भारत सरकार का उपक्रम)
जल संसाधन, नदी विकास व गंगा संरक्षण मंत्रालय
(A Government of India Undertaking)
Ministry of Water Resources, River Development & Ganga Rejuvenation

ISO 9001: 2008

- Consultancy Services
- Engineering, Procurement & Construction (EPC)

NIT No.: WAP/H-3082/CSEZ/O&M/POWER/2017 dated the March 03, 2017

NOTICE INVITING TENDER FOR SELECTION OF AGENCY

**OPERATION AND MAINTENANCE (O&M) OF
66KV/110KV EHT SUBSTATION, POWER
DISTRIBUTION SYSTEM IN COCHIN SPECIAL
ECONOMIC ZONE (CSEZ), KAKKANAD, COCHIN**

WAPCOS Limited
(A Government of India Undertaking)
Project Office, Cochin Special Economic Zone,
CSEZ Administrative Building,
Kakkanad, Cochin – 682 037
Telephone: 0484-2413544
E-mail: wapcos.csez@gmail.com

NIT No.: WAP/H-3082/CSEZ/O&M/POWER/2017 dated the March 03, 2017

**WAPCOS Limited
(A Government of India Undertaking)
Project Office, Cochin Special Economic Zone,
CSEZ Administrative Building,
Kakkanad, Cochin – 682 037**

**NOTICE INVITING TENDER FOR OPERATION AND MAINTENANCE (O&M) OF
66KV/110KV EHT SUBSTATION, POWER DISTRIBUTION SYSTEM FOR CSEZ**

Cochin Special Economic Zone Authority (CSEZA), under the Ministry of Commerce and Industry, Government of India has appointed WAPCOS Limited, as '*Owner's Engineer*'. WAPCOS Limited, invites Sealed Tenders in **two cover system** from eligible, reputed and experienced companies/firms for Operation And Maintenance (O&M) of 66KV/110KV EHT Substation, Power Distribution System in CSEZ.

For overview of the scope, pre-qualification criteria, bidding terms and conditions, visit website <http://www.csezaauthority.in>.

Interested firms/companies who meet the pre-qualification criteria may furnish their Tender with all necessary documents in sealed two cover system along with the covering letter duly signed by an authorized signatory, refundable EMD and non-refundable cost of the tender document in the form of a demand draft on or before 20.03.2017 by 15.00 hrs. at the following address:

**The Team Leader
WAPCOS Limited
(A Government of India Undertaking)
Cochin Special Economic Zone Project Office,
CSEZ Administrative Building,
Kakkanad,
Cochin – 682 037
Telephone: 0484-2413544
E-mail: wapcos.csez@gmail.com**

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SECTION – I

NOTICE INVITING TENDER

NIT No.: WAP/H-3082/CSEZ/O&M/POWER/2017 dated the March 03, 2017

Subject: NIT for providing Operation and Maintenance (O&M) of 66KV/110KV EHT Substation, Power Distribution System in CSEZ.

NIT in **two cover system** is invited by **The Team Leader, WAPCOS Limited, CSEZ Project Office** from eligible, reputed agencies meeting the pre-qualification and eligibility criteria for providing Operation And Maintenance (O&M) of 66KV/110KV EHT Substation, Power Distribution System in CSEZ, starting from 01.04.2017 for a period of thirty-one months covering the scope of services specified/detailed herein in this NIT.

1	Name of work	Operation And Maintenance (O&M) of 66KV/110KV EHT Substation, Power Distribution System in CSEZ.
2	Duration of work	Thirty-one months starting from 01.04.2017
3	Tender Document	The tender document can be downloaded from www.csezauthority.in from 03-03-2017 to 20-03-2017
4	Last date and time of Submission of Tender	20-03-2017 at 15.00 Hrs
5	Date and time of technical bid opening	Shall be intimated after completion of evaluation.
6	Cost of the Tender document to be submitted along with tender	₹ 5000/-
7	EMD to be submitted along with tender	₹ 1,00,000/-
8	Estimated value of the tender	₹ 65.00 Lakhs

For any pre-bid queries, the eligible bidders may contact latest by 15.03.2017 till 15.00 hours at 0484-2413544, E-mail: wapcos.csez@gmail.com

SECTION - II

1. INTRODUCTION

Cochin Special Economic Zone (CSEZ) is a Special Economic Zone functioning under the Administrative control of the Department of Commerce, Ministry of Commerce & Industry, Government of India. The Zone acts as an export hub for the industries whose products are marketed overseas.

Cochin Special Economic Zone Authority (CSEZA) is an authority created under Special Economic Zone Act, 2005. It functions as an infrastructure facilitator of the Zone by assuming the role of a Developer of the Zone. CSEZA distributes power and water required by the industries in the Zone. It also manages a common effluent treatment plant within the Zone. CSEZA has appointed **WAPCOS Limited**, A Government of India Undertaking under the Ministry of Water Resources, River Development and Ganga Rejuvenation as '*Owner's Engineer*'.

Government of Kerala granted Power distribution license to CSEZ vide G.O.(Rt)No.118/02/PD dated 20.06.2002. On obtaining NOC from the KSERC, vide their letter No.KERC/CSEZ/2/71/2005 dated 01.01.2005, CSEZ started power distribution inside the Zone w.e.f. 01.05.2005. The basic objective of this NIT is to enable distribution of uninterrupted power in the Zone through a pre-paid energy management system.

WAPCOS intends to select an agency for O&M of 66KV/110KV EHT Substation, Power Distribution System in CSEZ in an efficient manner through engagement of reputed agencies having relevant experience. The successful agency should enter into an agreement with WAPCOS Limited for O&M of 66KV/110KV EHT Substation, Power Distribution System.

2. GENERAL OBJECTIVES

The Operation, Maintenance and Management envisages all the required tasks to ensure:

- Most efficient, effective and optimum usage of electrical system.
- Regular operation and maintenance of equipments.
- Compliance of safety rules and regulations.
- Preventive maintenance / scheduled maintenance.
- Break down maintenance.
- Maximum service to consumers for maintaining uninterrupted power supply.
- Maintenance of proper records of operation and maintenance (Log book, registers, check list etc as in practice).
- Preparation of reports and monitoring of power consumption
- Assisting WAPCOS/CSEZ in expansions and modifications
- Assisting WAPCOS for monitoring and trouble shooting of Electricity meters and

associated works

3. ELIGIBILITY CRITERIA

While submitting the proposal, the applicant shall ensure that the applicant meets the conditions of eligibility described below:

Sl. No.	Eligibility criteria	Document to be submitted
3.1	Should be a limited company/firm registered in India	<ul style="list-style-type: none">• Certificate of incorporation• Memorandum of Articles of Association
3.2	Annual Turnover for last three consecutive years should be minimum of Rupees Thirty lakhs per annum	Profit and Loss Account, Balance sheet for 2013-14, 2014-15 and 2015-16.
3.3	<ul style="list-style-type: none">• Should have minimum three years experience in the 66kV/110kV EHT Substation, 11kV distribution and Power Distribution System• Experience in similar works in the state of Kerala will be given preference.	Experience Certificates

The selected agency should have minimum manpower and facilities as detailed elsewhere in this document and have the capability to provide additional manpower as and when required by WAPCOS.

- **JV/Consortium bids will not be allowed.**

4.0 GENERAL CONDITIONS OF CONTRACT

4.1 Validity of offer

The offer shall be valid for a period of ninety days from the date of submission.

4.2 EMD and cost of Tender Document

Contractor/Agency shall submit an EMD and cost of Tender Document as specified in the Tender Notice by Demand Draft from any Scheduled Bank drawn in favour of WAPCOS LTD payable at Cochin. The EMD of unsuccessful tenderers will be re-funded.

4.3 Rates

The rates quoted shall include all the taxes, PF, ESI, etc. All the personnel employed by the Contractor should have PF account and ESI. Necessary proof shall be produced in the office of WAPCOS LTD. Statutory obligations like ESI, Provident Fund, Insurance, Medical expense/claim due to any accidents etc., of the personnel employed by the

Contractor/Agency shall be met by the Contractor, and WAPCOS LTD./CSEZA shall not be held liable nor responsible for any such defaults. TDS shall be deducted from the Contractor's bills as per rules. **The rates shall be firm for the period from the date of the award of contract till the completion of O&M works as per agreement and no escalation whatsoever will be allowed during this period.**

4.4 Agreement

The selected agency will have to sign an agreement with WAPCOS Limited as per the format specified in Annexure B. The agreement is non-exclusive in nature. The agreement shall not restrict WAPCOS/CSEZA from contracting for identical or similar services from any other person/party.

Duration of agreement: This agreement shall initially be valid for a period of the contract from 1st day of April 2017 for thirty one months which may be extended for an additional period unless as provided herein revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of WAPCOS, directly or through some other complaint, that the O&M agency had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the O&M agency, this agreement shall stand terminated immediately upon intimation to the O&M agency. On completion of the tenure of the agreement, the O&M agency shall hand over all the materials belonging to the Client or to the Client's representative and the O&M Agency shall remove all materials belonging to them including workforce from the site without any delay. However, the O&M agency shall continue to discharge their responsibilities on the same terms and conditions till the next O&M agency takes over.

Restrictions on Transfer agreement: The O&M agency shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/partnership/third party shall be created without the prior written consent of WAPCOS/CSEZA.

Liability: Except as provided in this Agreement, hereinbefore, WAPCOS shall not be liable to the O&M Agency by virtue of termination of this agreement for any reason whatsoever for any loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

Suspension, Revocation or Termination of agreement

WAPCOS on behalf of CSEZA reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, WAPCOS/CSEZA shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the

agreement and suspension period will be taken as period spent. During this period, no charges shall be payable by WAPCOS/CSEZA.

WAPCOS may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of one month issued to the O&M agency at its registered office, terminate / or suspend this agreement under any of the following circumstances:

- a) The O&M agency failing to perform any obligation(s) under the agreement.
- b) The O&M agency failing to rectify, within the time prescribed, any defect as may be pointed out by WAPCOS/CSEZA.
- c) Non-adherence to undertakings which CSEZA has committed to consumer.
- d) The O&M agency going into liquidation or ordered to be wound up by competent authority.

Either party may terminate the agreement, by giving notice of at least one month in advance. The effective date of surrender of agreement will be one month counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.

If the O&M agency is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to WAPCOS in writing. In that case, the written notice period can be reduced by WAPCOS as deemed fit under the circumstances. WAPCOS may also either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.

It shall be the responsibility of the O&M agency to maintain the agreed quality of service, even during the period when the notice for surrender/termination of agreement is pending and if the quality of performance is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of O&M agency and Security Deposit shall be forfeited, without any further notice.

Whenever breach of non-fulfilment of agreement conditions may come to the notice of WAPCOS through complaints or as a result of the regular monitoring, wherever considered appropriate WAPCOS may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the O&M agency or not. The O&M agency shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type upon such inquiry.

Actions pursuant to Termination of Agreement: Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- a) O&M Agency shall not represent the WAPCOS/CSEZA in any of its dealings.
- b) O&M Agency shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that it is still the WAPCOS/CSEZA's service provider.
- c) The expiration or termination of the Agreement for any reason whatsoever shall not

affect any obligation of either Party having accrued under the Agreement prior to the expiration of termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

4.5 Security Deposit

The successful bidder has to submit an Initial Security Deposit of amount equal to the 2.5% of the awarded value (including EMD) by way of DD from any Scheduled Bank in favor of WAPCOS Ltd, Cochin within 7 days of receipt of the work order and WAPCOS Ltd. shall deduct additional Security Deposit of 2.5%. The same shall be deducted equally in the running bills, which will alongwith the amount of initial security deposit already deposited, amount to 5% of the gross amount of the bill. The Security Deposit will be refunded after satisfactory completion of contract period.

4.6 Payment

The Contractor / Agency shall submit the bills at the end of every month and payment will be made within 30 (thirty) days of receipt of the bill subject to verification of attendance. All the applicable taxes and duties will be deducted from each bill. No advance payment of fees shall be admissible except in exceptional cases such as procurement of high value items.

Penalty for error/variation: In case any error or variation than what was intended for is detected in the work executed by the O&M Agency and such error or variation is the result of negligence or lack of due diligence on the part of the O&M Agency, the consequential damages thereof shall be quantified by WAPCOS/CSEZA in a reasonable manner and recovered from the O&M Agency from payments due to them by way of penalty, subject to a maximum of 50% (fifty percent) of the fee for the respective work. However, if the O&M Agency submits justification for the variation to the satisfaction of WAPCOS/CSEZA, then the penalty shall not be imposed.

4.7 Conveyance

The Contractor shall provide necessary conveyance to his personnel for easy movement inside the zone, local material purchases etc. Necessary expenses towards maintenance of the vehicle also shall be considered in the rates.

4.8 Insurance for Contractor's personnel

The Contractor/Agency shall maintain accident insurance (Group) policy for all the personnel employed by him in the Zone. Necessary proof of this shall be produced to WAPCOS LTD./CSEZA authorities for verification. Statutory obligations like payment of PF, ESI of the personnel employed shall also be the responsibility of the Contractor/Agency and WAPCOS LTD./CSEZ shall not be held responsible for any failure by the Agency on these counts.

4.9 Removal of an employee from duties

The service provided by each person engaged by the Contractor/Agency shall be satisfactory to WAPCOS LTD./CSEZA. If WAPCOS LTD./CSEZA intimates the Contractor/Agency regarding misconduct, incapability, delay in discharging duties or non-performance of any personnel employed by the Contractor, he shall be removed from his duties in the CSEZA and the Contractor/ Agency shall provide suitable substitutes immediately.

4.10 Assignment

The rights and obligations arising out of this agreement shall not be assigned or transferred to a third party without prior written consent of either party.

4.11 Completion of tenure

On completion of the tenure of the agreement, if not renewed, the Contractor/Agency shall handover all the materials belonging to CSEZA to WAPCOS LTD./CSEZA representative and the Contractor shall remove all materials belonging to him including the workforce without any delay. However, the Contractor shall continue to discharge their responsibilities till the next Contractor takes over the duty and the Contractor shall train the staff of the new Contractor.

4.12 Force Majeure

If performance by either party of its duties and obligation under this agreement is prevented or delayed by circumstances of force majeure including, but not limited to fire, flood, earthquakes, strike, war, riots, insurrection, any action undertaken or restriction imposed by authority of any Government agency of court, shortage of equipment or raw materials or any other act beyond its reasonable control, the time within which the affected party must perform shall be delayed for a period under such circumstances to a maximum of 120 days during which the parties shall use alternate methods, but after which period either party shall have the right to terminate the agreement. Determination of this agreement shall not relieve either party from the payment of the sum or performance of other duties and obligations, which may be owing to the other, as a result of the operation of this agreement prior to such termination.

4.13 Termination

Notwithstanding anything contained herein, either party to this agreement shall have the right to terminate this contract by giving the other party 30 days notice in writing. If the service of the Contractor/Agency is found to be not satisfactory, the contract will be terminated with one months notice and the Contractor/Agency will not be eligible for any compensation on this account.

4.14 Settlement of Disputes

In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration by a person appointed by the CMD, WAPCOS. The arbitration will be in accordance with the Arbitration and Conciliation Act 1996 and subsequent amendments till date.

The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, vacating his office or being unable to act for any reason whatsoever, the CMD, WAPCOS shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be at Delhi or such other places as the arbitrator may decide. Courts at Delhi shall have exclusive jurisdiction with respect to any matter arising out of or in relation to such arbitration proceedings.

4.15 Compensation Clause

If the O&M Agency is engaged to execute any project based on a separate work order, the WAPCOS shall be entitled to include a clause for liquidated damages as under: Should the O&M agency fails to deliver its responsibilities within the period prescribed and agreed, WAPCOS without prejudice to other remedies available to it, shall be entitled to recover liquidated damages for breach of contract without any necessity to prove the same, a sum equivalent to 0.5% of the value of the work for each week of delay or part thereof for a period up to 10 (Ten) weeks, and thereafter at the rate of 0.7% of the value of the delayed commissioning for each week of delay or part thereof for another TEN weeks of delay. The O&M Agency should acknowledge that the said amount represents reasonable compensation as it is difficult to prove the quantum of damages that will be suffered by WAPCOS/CSEZA. The total value of the liquidated damages as per above shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only. However, in case of delay due to reasons beyond the control of the O&M Agency, suitable extension of time shall be granted.

Non-adherence to Service Level Agreement (SLA), which CSEZA has committed to consumer: CSEZA may also deduct the amount at actual which CSEZA may be required to pay to consumer on account of non-adherence to SLA, from O&M agency's balance payment or security deposits, if due to failure on the part of O&M agency, CSEZA could not meet the SLA conditions.

Without prejudice to its rights and any other remedy, WAPCOS may en-cash PBG in case of any breach of terms and conditions of the agreement or in case of business loss suffered by WAPCOS/CSEZA due to failure of service on the part of O&M agency.

4.16 Confidentiality of Information & Intellectual Property:

Subject to conditions contained in this Agreement, the O&M agency shall take all necessary steps to safeguard the privacy and confidentiality of any information about WAPCOS/CSEZA and its consumers from whom it has acquired such information by virtue of the service provided and shall use its best endeavors to secure that:

No person acting on behalf of the O&M agency or the O&M agency itself divulges or uses any such information except as may be necessary in the course of operation, maintenance and management of the power distribution system.

No person seeks such information other than is necessary, for the purpose of commissioning of any project in relation to power distribution.

Provided, the above para shall not apply where WAPCOS/CSEZA has consented in writing to such information being divulged or used and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.

The O&M agency shall take necessary steps to ensure that the O&M agency itself and any person(s) acting on its behalf observe confidentiality of client/consumer information.

The O&M agency shall, prior to commencement of this agreement, confirm in writing to WAPCOS/CSEZA that the O&M agency has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.

This clause shall survive the termination or expiry of this Agreement.

Intellectual Property: The intellectual property rights of any solution/software offered to and implemented by WAPCOS/CSEZA and all documents, raw data, research, processes, technology, film, artwork, engravings, dies, paper tapes, magnetic media, programs, designs and inventions (collectively referred to as the "information") conceived of, collected, completed or produced in the course of performance of the contract by the O&M agency, for CSEZA or provided to the O&M agency by CSEZA shall be the exclusive property of CSEZA and shall be kept confidential.

The O&M agency, including all personnel shall not disclose, divulge, share, discuss, lend, license or sell to any third party any information, data, databases, documents, software, proprietary information, taxpayer information or technical material supplied to or by WAPCOS/CSEZA in the performance of the Agreement.

The Agency shall not retain any information related to this agreement, in any medium, and shall return all copies. All materials prepared at the request of and for WAPCOS/CSEZA shall remain the property of WAPCOS/CSEZA except with the

written consent.

Neither party will use the other party's name nor marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval.

Indemnification

The O&M agency agrees to protect, defend, indemnify and hold harmless WAPCOS/CSEZA and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency or regulator applicable to such party;
- b) Any breach of the terms and conditions in this agreement by the O&M agency.
- c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the O&M agency;

The O&M agency shall be fully responsible for the employment and payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all others matter connected therewith and hereby indemnifies and agrees to continue indemnifying WAPCOS/CSEZA in this regard.

The employees of the O&M Agency shall have no right for employment either with the Client during the pendency of the agreement or after, or with O&M Agency. The personnel employed by the O&M Agency shall at all times be employees of the O&M Agency and all statutory dues to and obligations and liabilities in respect of such employees shall be promptly paid and discharged by it. Notwithstanding their responsibility to comply with any directions or instructions given by the Client, the personnel employed by the O&M Agency will not, for any purposes whatsoever, be treated or deemed to be employees of Client or have any claim or right whatsoever for employment with the Client and the Client will have no obligations or liabilities whatsoever in relation to any of them or in respect of anything done or omitted to be done by any of them

This clause shall survive the termination or expiry of this Agreement.

Relationship: Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to

undertake any obligation in respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account. However, on a written consent from the WAPCOS/CSEZA, the O&M agency may represent WAPCOS/CSEZA.

4.17 Jurisdiction

Any dispute connected with this contract shall fall within the jurisdiction of Courts at Delhi.

5 SPECIAL CONDITIONS OF THE CONTRACT

Provisioning of Service

Whenever O&M agency proposes to source equipments from any new vendor then the O&M agency should provide letters of support from that OEM (Original Equipment manufacturer) stating that their products / solution as proposed by them will be supported for at least next one year, extendable to three years.

Maintenance support

The O&M agency shall provide to WAPCOS/CSEZA 24 hours, 7 days a week service. The consumers can register complaints to O&M agency directly, which shall be attended by the O&M agency without delay. For emergency case specifically for situation where critical equipment or part of network is down, the O&M agency shall ensure that the consultation, assistance, advice and execution of work within minimum time period or as specified in standard of performance. In other cases, the complaint must be attended not later than specified in standard of performance.

The O&M agency shall source spares directly from the Original equipment manufacturer to address any equipment related problem within 12 hours in the same city and within shortest time for outstation site.

The O&M agency will depute appropriate resources to monitor and manage the progress of the project.

The O&M agency shall carry out periodical preventive visit to Substations and other utilities.

Any sum of money due and payable to the O&M agency shall be appropriated by WAPCOS and the same may be set off against any claim of WAPCOS for payment of a sum of money arising out of this Agreement or under any other Agreement / contract made by the O&M agency with WAPCOS.

The liability to insure the spares and tools, if any, in the possession of the O&M agency will be of the O&M agency and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the O&M agency.

WAPCOS/CSEZA reserves the right to engage the O&M agency on mutual terms and conditions for various support systems as agreed between the parties for improving and providing support, either fully or partially such as:

- a) Single window interface for all its requirements for provisioning and operation.
- b) Fast provisioning of the services.
- c) Reliable quality services during operations.
- d) In case of fault, attending the same within reasonable period of time and with desired promptness.
- e) For providing improved services to customers.

Charges:

The charges by the WAPCOS/CSEZA for the services are the sole prerogative of the WAPCOS/CSEZA and the O&M agency shall not represent to consumers any charges other than those as prescribed by the statute and approval of CSEZA for charging to the Services.

If any specific decisions taken by the WAPCOS/CSEZA is for a particular case only, then the O&M agency is not authorized to quote the same to other parties unless and until the same has been authorized by WAPCOS /CSEZA.

Obligations of WAPCOS/CSEZA

WAPCOS/CSEZA shall -

- Facilitate entry pass to all staff and personnel of the agency
- Ensure timely payment as specified elsewhere in this NIT.

6. SCOPE OF SERVICES

Scope of services in general shall cover the following:

- Operation and Routine Maintenance of 110 kV Substations. Co-ordination with SLDC/KSEB for proper energy transfer, avoidance of shutdown /outage. Open Access Energy Account
- Operation & Maintenance of HT and LT power distribution network etc. inside the zone.
- Operation and maintenance of street lighting system and SPV system inside the zone.
- Operation and maintenance of OG sets.
- Maintenance of Electrical system in Administration building. intake well pump house, Gate house, canteen, dispensary, SOF buildings, WTP, CETP, Fire Pump houses etc. This shall include routine maintenance works as well as

- planned preventive maintenance works & break down works.
- Providing new HT & LT service connections and associated works inside CSEZ. All works associated with connections and trouble shooting of the electricity metering system for smooth monitoring and management of electricity billing system shall also be supported by the Contractor/Agency.
- Assisting WAPCOS/CSEZ officers in activities related with power distribution system, logging and retrieving data regarding power consumption and history. Taking energy meter readings of DG Sets installed by CSEZ as well as various units inside CSEZ and recording the same in log books/registers. Recording Energy meter readings of solar power plants.
- All activities associated work in connection with Revenue collections (disconnection and reconnection).
- Sealing of Tariff Energy meters and maintaining register for the same.
- Logging of power consumption parameters and logging in substation registers. Recording all routine, preventive and break down maintenance details in substation registers including details of trouble/ defect reported, root cause, action/rectification works done, time taken for repair/rectification works, spares/materials used etc.
- Upkeep and cleaning of substation building and all electrical rooms, Lift machine rooms, generator rooms, Bus riser cabins etc.

The details are as follows:

Shift Engineer / Station Engineer will be mainly responsible for the following:

Operation of 110 kV Substation

- Switching ON and Switching OFF of 110 kV SF6 Circuit Breakers, 110 kv Isolators, 11 kV incoming and Outgoing breakers, MV Panel, Yard Lights etc. as and when required according to load requirements, instructions from KSEB authorities, requirements of consumers and instructions from WAPCOS Ltd.
- Maintaining records of all the operations and records of loads such as voltage, current, power factor frequency, connected load, energy consumption on hourly/daily basis.
- Maintaining records of power failures with reasons.
- Observing the yard and control room continuously and report any problem or faults to the WAPCOS/CSEZ.
- Maintaining records of maintenance.
- Changing the taps of transformers as and when required.
- Co-ordination with operators in KSEB Substations at Brahmapuram and Kalamassery for efficient and reliable operation of 110kV Substation.
- Attending the faults and restoration of the power supply without delay.

Sub Engineer-Distribution will be responsible for the following works:

Operation and maintenance of HT and LT distribution network.

- Switching ON and switch OFF of any feeder as and when required for maintenance and emergency purposes.

- Switching ON and OFF power supply to any consumer as and when required.
- Switching ON and OFF of street lights, Pump house supply etc. as and when required.
- Taking preventive maintenance such as maintenance/replacement of defective insulators, lightning arrestors, cables, transformers, AB switches, transformer oil, RMUs, Feeder Cubicles, Distribution Panels etc.
- Attending the faults and restoration of the power supply without delay.
- Monitoring and maintaining energy meter sealing system and maintaining registers.
- Assisting and coordinating for any energy meter/ modem related activities/correction etc.
- Activities in connection with new power connections as well disconnections and proper recording.

Operation and maintenance of HT and LT Services connections

- Switching ON and OFF of controlling switch gear of CSEZ (Supplier) at the premises of consumer as per requirement of consumer/CSEZ.
- To attend any power failure/defect calls of consumer to the satisfaction of consumer.
- To maintain a record of operations and maintenance of HT/LT service connections.
- Assisting WAPCOS for monitoring and trouble shooting of Electricity meters and associated works.

Effecting new service connection

Providing new connections as per instructions from concerned WAPCOS/CSEZA officer after checking all terminations, circuits, insulation value, earth reading etc. All works associated with connections and trouble shooting of the electricity metering system for smooth monitoring and management of electricity billing system shall also be supported by the Contractor/Agency

Maintenance of Electrical installation in CSEZ Buildings

Maintenance activities of Electrical installations in Administrative building, Gate House, Dispensary, Canteen, Intake well, CETP, WTP, Pump House, SOF Buildings, street lighting, Fire pump houses etc. This includes replacement of lamps, cleaning and up-keeping of light fixtures, fans, panel boards, transformers, AB switches, LAs, DO fuses, street lighting etc., transformer oil level checking, silica gel dehydrating, checking the nuts and bolts for tightness of all connections in LOB, panels, transformer OP structure etc.

Operation and maintenance of DG Set

Operation and Maintenance of 2 nos OG Sets of capacity 125 kVA and 1 no. OG set of 100 kVA shall be done as and when required. This includes switching ON and switching OFF the generator whenever power failure occurs and restored respectively. Checking of oil level, water, fuel etc. Changing engine oil periodically, maintaining records of generator operation in prescribed format, (log book) checking of loads connected to generator to avoid any over loading, checking connections to generator periodically for tightness, over heating etc., maintaining OG room as per relevant standards, reporting abnormalities to the concerned WAPCOS/CSEZ. Monitoring OG set energy meter readings and recording. Monitoring and recording Solar Power generation readings and recording.

Minimum Personnel to be Engaged: Qualification & Experience of Employees

1.	Station/Shift Engineer (Substation)	4 Nos. one in each shift, 3 shifts in a day
	Qualification	Bachelor Degree in Electrical Engineering
	Experience	3 years experience in O&M of 110kV Substation
2.	Electrical Assistant	5 Nos., One in each shift, 3 shifts in a day plus 1 in day shift
	Qualification	Electrician (ITI/ITC Certificate Holder)
	Experience	2 years experience in Substation operations/11 kV/LT distribution
3.	Sub Engineer - Distribution	One in day shift
	Qualification	Diploma in Electrical Engineer
	Experience	5 years experience in Maintenance of 11kV/LT Substation
	Electricians & Helpers	As required to attend the maintenance Works and other works as covered in the as per this tender document. Required number of electricians & helpers to cover the scope of work and no extra payment will be given for the same.

Note:-

1. The contractor shall provide the manpower regularly as stipulated above.
2. Additional Labour shall be supplied as and when required for executing Major Maintenance works & Emergency Works (Other than the normal Operation and maintenance works) as per the rates furnished by the bidder in Annexure D.
3. The bidder shall submit along with the bid, the details of qualifications and experience of the minimum personnel as stipulated. If there is non-compliance of the same with respect to tender requirements, such bids are liable to be rejected. Also in the event of successful awarding of Contract, the contractor shall ensure availability of the specified manpower at nil limes. In case of non maintenance non availability of required minimum personnel, noticed, the amount payable will be subjected to modification accordingly on pro-rata basis.
4. All the above specified minimum personnel shall be available at site including all holidays and Sundays. If the Contractor has to sanction leave to any of the above minimum personnel, alternate persons shall be provided by contractor as leave replacement, without any extra cost to WAPCOS/CSEZA.

Important Note Common to All

Failure to comply with the scope of work, or not undertaking the works as directed by the Team Leader, WAPCOS shall have the right to get it done through other agencies, and the cost towards the same will be deducted from the monthly payment due to the contractor.

7. INSTRUCTIONS TO BIDDERS

Submission of Tender

Tender document can be downloaded from the web site www.csezauthority.in.

Separate Demand Draft of ₹ 5,000/- (cost of Tender document) and EMD payable at Cochin, drawn on any nationalized /scheduled Bank, in favour of WAPCOS Limited should be submitted along with the downloaded Tender Document. The fee for the tender is neither transferable nor refundable. The details of the tender fee should be clearly mentioned in the tender.

All costs & expenses associated with submission of tender shall be borne by the company submitting the tender and WAPCOS shall have no liability in any manner in this regard or if it decides to terminate the process of short-listing for any reason whatsoever.

While submitting the Qualification cum technical proposal, the applicant shall ensure that the applicant meets the conditions of eligibility described in the NIT.

Failure to comply with the requirements spelt out in NIT shall make the proposal liable to be rejected.

WAPCOS/CSEZA reserves the right to verify all statements, information and documents submitted by the applicant in response to the NIT. Failure of the WAPCOS/CSEZA to undertake such verification shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of WAPCOS/CSEZA thereunder.

The tender shall be submitted by the bidder duly signed on each page of the tender document. In case the proposal is submitted on the document downloaded from official website, the bidder shall be responsible for its accuracy and correctness as per the version uploaded by WAPCOS/CSEZA and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the NIT and the original NIT issued by the WAPCOS/CSEZA, the latter shall prevail.

The right to suspend the short-listing process or part of the process to accept or reject any or all applications at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason therefore is reserved by WAPCOS/CSEZA without any obligation or liability whatsoever.

The application will be sealed in an outer envelope which will bear the address of WAPCOS, NIT notice No., O&M Agency name and the name and address of the applicant. It shall bear on top, the following:

“NIT-For selection of O&M agency for 66KV/110KV EHT Substation, Power Distribution System in CSEZ. Do not open, except in presence of the Authorised person” and addressed to:

Team Leader, WAPCOS Limited, Cochin Special Economic Zone Project Office, Kakkanad - 682 037

The tender should contain the following documents.

- ✓ Tender as per the Performa in Annexure A with specified documents attached as annexure
- ✓ Tender fee and EMD in the form of DD
- ✓ A copy of the NIT signed, in the bottom of all pages as a token of acceptance of all terms and conditions.

If the envelope is not sealed and marked as instructed above, WAPCOS/CSEZA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

- (i) The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked **‘Qualification cum technical Proposal’** and the other clearly

marked '**Financial Proposal**'. The envelope marked "**Qualification cum technical Proposal**" alongwith tender fee and EMD shall contain the tender in the prescribed Forms at Annexure-C.

- (ii) The envelope marked "**Financial Proposal**" shall contain only the financial proposal in the prescribed format at Annexure-D.

The Proposal shall be made in the Forms specified in this NIT. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the O&M Agency under the Agreement.

Financial Proposal: Applicants shall submit the financial proposal in the Forms at Annexure–D clearly indicating the total cost of the assignment in both figures and words, in Indian Rupees, and signed by the Applicant. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.

While submitting the Financial Proposal, the Applicant shall consider the following:

- (i) All the costs associated with the assignment shall be taken into account in the Financial Proposal. These shall normally cover remuneration for all the Personnel, all administrative expenses (telephone charges, printing of documents, photocopying expenses, local travel expenses, taxes etc.) and all maintenance/modification work as detailed in normal scope of services in this NIT.
The amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- (iii) The above is a **lumpsum contract** and the successful bidder shall not be entitled to any additional payment whatsoever including reimbursement of expenses of whatsoever nature. However, travel expenses outside Ernakulam District made with the approval of WAPCOS/CSEZA shall be reimbursed by WAPCOS/CSEZA on actual basis.

- (iv) No escalation on any account will be payable on the above amounts.
- (v) All payments shall be made in Indian Rupees.

Bids received by WAPCOS after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.

In exceptional circumstances, WAPCOS may request the bidder's consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. A bidder accepting the request and granting extension will not be permitted to modify his bid.

WAPCOS is not bound to accept any NIT and reserve the right to accept or reject any NIT, and to annul the selection process and reject all NITs at any time prior to the award of the selection without assigning any reason(s) whatever and without thereby incurring any liability towards the affected participant(s) on this ground.

8. Declaration

I/We have completely read and hereby accept the scope of work, requirements, terms & conditions and agree to operate and maintain the Power Distribution System alongwith 66KV/110KV EHT Substation, supplying regular staff and supply additional labour whenever required for break down, maintenance and preventive maintenance as stipulated in relevant heads in the tender document to the satisfaction of WAPCOS LTD./CSEZA at the above rates till the duration of work.

Signature of Tenderer with seal

SECTION - III

ANNEXURE – A

CHECK LIST

	Part A	General Information
1	Name of the company	
	Type of incorporation (Public Limited, Private Limited)	
2	Address of the registered office of the company	
3	Year incorporated	
4	Address for communication	
5	Contact person	
6	Name	
7	Designation	
8	Phone No.	
9	Fax No.	
10	Mobile No.	
11	Email address	
	Part B	Details of tender fee
	Amount of draft	₹...../-
1	Issue date	
2	D D No.	
3	Name of the bank	
4	Branch	
	Part C	Details of EMD
1	Issue date	
2	Amount	₹.
3	D.D. No.	
4	Name of the bank	
5	Branch	

ANNEXURE – B

AGREEMENT PROFORMA

(To be furnished on ₹ 100/- stamp paper)

To be executed on non-judicial stamp worth ₹.100/- and continuation sheets on ledger papers and two copies on ordinary paper to be submitted neatly type-written sheets on one side of the paper in single line spacing.

A G R E E M E N T

THIS AGREEMENT IS MADE on this day of 2017 BETWEEN WAPCOS Limited, A Government of India Undertaking, having its office at 76-C, Sector-18, Gurugram, Haryana – 122 015 represented by its Chief Scientist, _____ S/o....., aged years residing at(hereinafter referred to as the ‘WAPCOS’ or ‘Client’ which expression shall, unless repugnant to the context or meaning thereof, includes its successors and assigns) of one part and M/s....., a company incorporated under the Indian Companies Act, 1956, having its registered office at represented by

..... (Designation), agedyears, S/o..... residing at (hereinafter referred to as ‘O&M Agency’ which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, liquidators and assigns or legal representatives) of the other part.

WHEREAS the Client invited NIT for “Operation and Maintenance (O&M) of 66KV/110KV EHT Substation, Power Distribution System in CSEZ” for a period of thirty one months starting from 01.04.2017 vide NIT No.: WAP/H-3082/CSEZ/O&M/POWER/2017 dated 03.03.2017 and the O&M Agency submitted a bid for the same giving rates/amounts accepting the terms and conditions of the NIT document.

AND WHEREAS the said bid submitted by the O&M Agency has been accepted by the Client vide Letter of Acceptance No..... dated issued to the O&M Agency while accepting their offer.

NOW THIS AGREEMENT WITNESSETH and the parties hereby agree as follows:

1. The bid submitted by the O&M Agency for the scope of services/work specified in the NIT at the rates/amounts specified in consideration of all the terms and conditions in the NIT is accepted.
2. It shall be valid for a period of three years from the date of signing unless

revoked earlier. Further extensions will be considered as per the provisions of NIT.

3. The O&M Agency agreed to abide by and fulfill all the terms and provisions of the said conditions of contract in default thereof forfeit and pay to WAPCOS the sum of money mentioned in the said conditions.
4. It is mutually agreed that the offer in its entirety shall form part of this agreement. Apart from the offer, the following shall also form part of the agreement.
 - a) M/s..... letter No. dated enclosing the offer, requisite details for satisfying the minimum qualification criteria. (Attachment – I)
 - b) WAPCOS’s Letter of Acceptance No..... dated (Attachment – II)

 - c) Acceptance of Letter of Acceptance by M/s..... letter No. (Attachment – III)

MEMORANDUM

- a. General description of work:
Operation and Maintenance (O&M) of 66KV/110KV EHT Substation,
Power Distribution System in CSEZ for a period of thirty one months
- b. Accepted contract amount Rs.
- c. Security Deposit Rs.
- d. Time allowed for
commencement of service 15 days from the date of issue of LOA
- e. Contract period From to
- f. Schedule sheets

IN WITNESS WHEREOF ON BEHALF OF THE O&M AGENCY, and on behalf of WAPCOS Limited, the Chief Scientist has set his/her hand and seal and common seal has been hereunto affixed the day and year first written above.

On behalf of the O&M Agency

Signed, sealed and delivered by

Shri.....

(Common seal of M/s.....)

Signed and affixed seal of individual firm and common seal in the presence of :

- 1) Signature with address:
- 2) Signature with address:

On behalf of WAPCOS Limited

Signed, sealed and delivered

Signed and affixed seal of individual firm and common seal of WAPCOS Limited in the presence of:

- 1) Signature with address:

- 2) Signature with address:

**QUALIFICATION CUM
TECHNICAL PROPOSAL**

(Form-1)

Covering Letter

(On Bidder's letter head)

(Date & Reference)

To,

Sir,

**Subject: Selection of O&M Agency for Operation and Maintenance (O&M) of
66KV/110KV EHT Substation, Power Distribution System in CSEZ**

I, _____ (Bidder's name) herewith enclose the Technical Proposal for above.

I agree that this offer shall remain valid for a period of 90 (ninety) days from the due date or such further period as may be mutually agreed upon.

Yours faithfully,
(Signature, name and designation of the Bidder)

Note: The Qualification cum technical Proposal is to be submitted strictly as per forms given in the NIT.

**QUALIFICATION CUM TECHNICAL PROPOSAL
(Form-2)****Abstract of Eligible Assignments of the Firm and areas of
experience#**

Sl. No .	Name of Work	Name of client	Estimated cost of project (in ₹. Crore)
1			
2			
3			

Note:

- The Firm should provide details of only those assignments that have been undertaken by it under its own name.
- Satisfactory completion certificate from end customer.

(Form-3)
Eligible Assignments of Firm

Name of Firm:	
Name of the Work:	
Nature of Work	
Description of services performed by the company	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Work (₹. in lakh)	
Start date and finish date of the services (month/ year):	
Brief description of the Work:	

Notes:

- Use separate sheet for each Eligible Assignment.

(Form-4)

Financial Capacity of the Firm

Sl. No.	Financial Year	Annual Revenue (₹. in lakh)
1		
2		
3		

Note:

- Please do not attach any printed Annual Financial Statement.
- This form should be signed by the auditor of the company

FINANCIAL PROPOSAL
(Form-1)
Covering Letter
(On Applicant's letter head)

(Date and Reference)

To,

Sir,

**Subject: Selection of O&M Agency for Operation and Maintenance (O&M) of
66KV/110KV EHT Substation, Power Distribution System in CSEZ**

I, _____ (Bidder's name) herewith enclose the Financial Proposal for above.

I agree that this offer shall remain valid for a period of 90 (ninety) days from the due date or such further period as may be mutually agreed upon.

Yours faithfully,
(Signature, name and designation of the Applicant)

Note: The Financial Proposal is to be submitted strictly as per forms given in the NIT.

ANNEXURE-D

FINANCIAL PROPOSAL

Sl. No.	Item Description	Rate (₹.) /month	Rate (₹.) for 31 months
1	24 hours Operation and Maintenance of 66KV/110KV EHT Substation, Power Distribution System in CSEZ and distribution network and effecting new service connections etc as detailed in scope of works given in this tender document		

Amount in words:

Signature of the Tenderer with seal

Additional Labour

Supply of skilled and unskilled labour as and when required for undertaking major maintenance works and emergency works (for additional major works, emergency works, and special works Other than the normal maintenance works covered in the scope).

Sl. No.	Labour	Unit	Rate (₹) per day
1	Electrician	Each for 1 shift	
2	Unskilled labour	Each for 1 shift	

Amount in words:

Signature of Tenderer with seal

List of tools and testing instruments to be provided by the Contractor.

I. Testing Instruments

a. Insulation tester - 500 V	1 No.
b. Insulation tester - 1000 V	1 No.
c. Insulation tester with motorized/ manual cranking facility 2 KV/5KV	1 No.
d. Earth tester with testing kit complete	1 No.
Tong tester 0-800A	1 No.
(With different ranges and selector switch) & Voltmeter 0-300V/600V (With range selector)	
e. Phase sequence meter	2 Nos.
f. 1. Multimeter type (Digital)	1 No.
2. Multimeter type (Analog)	1 No.
g. Continuity tester	3 Nos.
h. Line tester	3 Nos.
i. Center zero voltmeter (DC) for battery testing	1 No.

II. Tools Set

1. Spanner set	1 set
a. Double	1 set
b. Box	1 set
c. Adjustable spanner	2 Nos.
2. Allen key set	1 set
3. Insulated cutting plier & nose plier	2 each of each size
4. Screw driver of all sizes	2 each of each size
5. Crimping (4-300 sq.mm)	1 No.
6. Crimping plier	1 No.
7. Hot air blower	1 No.
8. Hydraulic jack	1 No.
9. Cable rollers	1 No.
10. 5kVA Welding set	1 No.

List of different installations made at CSEZ

- 110/11kV Substation having 2 nos of 12.5MVA Transformer
- 400 kVA Transformer
- 2 KVA Portable DG Set
- In Garment Complex (SDF-16)
 - 400 kVA Transformer (Existing), Panel Board, Common utility panel
 - 400 kVA Transformer (Existing), HT Panel Board, LT panel, Common utility panel
 - 6 nos. of passenger/Cargo lifts(only maintaining incoming supply)
 - 100 kVA DG set
 - Common lighting
- In Electronic Complex (SDF-43)
 - 1250 kVA Transformer (Existing), HT Panel Board, LT panel, Common utility panel
 - 5 nos. of passenger/Cargo lifts(only maintaining incoming supply)
 - Common lighting
- In SDF-17
 - 2 nos of 1250 kVA Unitised Substation, Common utility panel, SSBs.
 - 4 nos. of passenger/Cargo lifts(only maintaining incoming supply)
 - 125kVA DG set
 - Common lighting
- Street lighting & SPY system
- Intake well: 125kVA DG set, LT panel, Starter panels
- In Administrative building
 - Panel boards
 - Lighting
 - 500kVA unitized substation

- Official Residence of Development Commissioner at Ashoka Complex, High Court Junction, Kochi - Electrical system
- Fire Fighting in SDF-16, 43/A, 17 & 110 KV substation (only maintaining electrical supply)
- Water Treatment Plant and Common Effluent Treatment Plant (maintaining electrical supply, pump motor & control panels)
- 11kV and LT network including 16 nos RMUs, 3 nos of 500 kVA Distribution Transformer and associated switchgears
- Any new installations of CSEZA that may be introduced into the system