

Tender Ref No. EWSS/2020-21/EL/ AOMC/ RGSC/01

Date: 08.01.2021

**ELECTRIC & WATER SUPPLY SERVICES
BANARAS HINDU UNIVERSITY
VARANASI**

Name of work:

Annual Operation & Maintenance Contract for round the clock services for 01 No. 33KV PSS with Adjacent 33KV Auxiliary Bay & 04 Nos. 11KV/433V DSS at RGSC, BHU, Barkachha, Mirzapur – U.P.

NIT

**Superintending Engineer
EWSS, Banaras Hindu University, Varanasi**

ABSTRACT OF COST

Name of work:

Annual Operation & Maintenance Contract for round the clock services for 01 No. 33KV PSS with Adjacent 33KV Auxiliary Bay & 04 Nos. 11KV/433V DSS at RGSC, BHU, Barkachha, Mirzapur – U.P.

Sl. No.	Details of Sub-Head	Total Amount (Rupees in lacs)
	Annual Operation & Maintenance Contract for round the clock services for 01 No. 33KV PSS with Adjacent 33KV Auxiliary Bay & 04 Nos. 11KV/433V DSS at RGSC, BHU, Barkachha, Mirzapur – U.P.	127.0 For three years

Assistant Engineer
EWSS, BHU

Executive Engineer
EWSS, BHU

Superintending Engineer
EWSS, BHU

This NIT containing pages as per Index amounting to Rs. 127.0 lacs (Rupees One hundred twenty seven lacs only) is hereby approved.

**Superintending Engineer
EWSS, Banaras Hindu University, Varanasi**

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Executive Engineer
EWSS, BHU

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Superintending Engineer, university Electric & Water Supply Services, on behalf of Registrar of Banaras Hindu University, Varanasi, India invites online, item rate Bids from Firms/Contractors of repute in Single Bid system for the following work :-

S.NO	Description	
1	Tender Ref. No.	EWSS/2020-21/EL/ AOMC/ RGSC/01 Date: 08.01.2021
2	Name of Works & Location	Annual Operation & Maintenance Contract for round the clock services for 01 No. 33KV PSS with Adjacent 33KV Auxiliary Bay & 04 Nos. 11KV/433V DSS at RGSC, BHU, Barkachha, Mirzapur – U.P.
3	Total Estimated cost put to tender	Rs. 127.0 lacs
4	Total Earnest Money	Rs. 2,54,000/-
5	Period of Completion	Three years i.e. 36 months
6	Last Date & Time of Submission of Technical And Financial Bids	10.02.2021 by 4.00 PM
7	Date of opening of BID	12.02.2021 at 3.00 PM

1. Contractors who fulfill the following requirements shall be eligible to apply. **Joint ventures are not accepted.**
 - (a) Should have satisfactorily completed the AOMC Job as mentioned below during the last Seven years ending 31st March, 2020: -
 - (i) Three similar works each costing not less than Rs. **50.80 lacs** or two similar works each costing not less than Rs. **76.20 lacs** or one similar work costing not less than Rs. **101.60 lacs**.

And

 - (ii) One completed job of similar nature (either part of (i) above or a separate one) costing not less than Rs. **50.80 lacs** with some Central Govt. Department/ State Government Department / Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking/ State Public Sector Undertaking /City development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/ State Gazette.

Similar job shall mean “**Annual Operation & Maintenance Contract for round the clock services for 33KV/11KV & 11KV/433V Primary & Secondary Distribution System in any organization**”. The value of executed job shall be brought to the current costing level by enhancing the actual value of job at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.

 - (iii) **While considering any similar job executed by applicant firm under joint venture, the experience of the applicant firm in that job shall be restricted to its share/responsibilities as reflected in the Memorandum of Understanding (MoU), signed between the parties, while forming joint venture for that job, attested copy of which shall be submitted along with the technical bid.**
 - (b) Should have had average annual financial turnover of `Rs. **38.10 Lacs** on similar works during the last three consecutive financial years ending 31st March 2020.
 - (c) Should not have incurred any loss in more than two years during the last five years ending **31st March, 2020**.
 - (d) Should have a solvency certificate of `Rs. **50.80 Lacs** issued by Bank during the last six months
2. The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

The agency should also enclose along with the documents a separate annexure showing the details of the works which he intends to be considered for deciding his fulfillment of eligibility criteria as per the requirements of the NIT provisions.
3. Information and Instructions for bidders posted on website shall form bid documents.

4. The bid document consisting of information & instruction for tenderer, EWSs e-Tender, scope of work & specification to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in or www.bhu.ac.in free of cost.
5. But the bid can only be submitted after giving the details of the mandatory documents such as Demand-Draft or Fixed Deposit Receipts or Bank Guarantee of any Scheduled Bank towards EMD in favor of **Superintending Engineer, Electric & Water Supply Services, Banaras Hindu University, Varanasi** and other scanned documents as specified.
6. Those contractors not registered on www.eprocure.gov.in website, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
7. The intending bidders must have valid Class-III digital signature to submit the bid.
8. On opening date of the financial bid, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of PDF format.
10. Contractor must ensure to quote rate of each item.
In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".
Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
11. The department reserves the right to reject any prospective application without assigning any reason whatsoever and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
12. It shall be mandatory to sign the Integrity Pact by the bidder / contractor failing which tenderer / bidder may be disqualified from the tendering process and the bid of the bidder would be summarily rejected in case of manual tendering.
13. The EMD can be paid in the form of Demand Draft or Fixed Deposit Receipts or Bank Guarantee of any Scheduled Bank. The intending bidder has to fill all the details such as Banker's name, Demand Draft/Fixed Deposit Receipt/ Bank Guarantee, amount and date/ bank Guarantee.

List of Documents to be scanned and uploaded up to date and time mentioned above:

1. Category/ Enlistment order of the contractor.
2. Electrical contractor's License 'A class'
3. Certificates of Work Experience.
4. Certificate of Financial Turnover from CA for the last three consecutive financial years.
5. Certificate of Registration for GST/IT & Income Tax Return for the last three consecutive financial years.
6. Bank Solvency Certificate issued by any scheduled bank.
7. Affidavit as per provision of Clause-1.2.2 of **EWSS e-TENDER**
8. Integrity Pact & EWSS Form-1 (Item rate Tender for AMC work) duly signed by the Tenderer.
9. Any Other document as specified in Eligibility Criteria and/or in EWSSe-TENDER

EWSS e-TENDER

1. The Superintending Engineer, EWSS, BHU invites the online item rate Bids from Firms/Contractors of repute in Single Bid system for the following works:

“Annual Operation & Maintenance Contract for round the clock services for 01 No. 33KV PSS with Adjacent 33KV Auxiliary Bay & 04 Nos. 11KV/433V DSS at RGSC, BHU, Barkachha, Mirzapur – U.P.”

- 1.1 The works is totally estimated to cost **Rs. 127.0 Lacs. inclusive of GST for three years.** This estimate, however, is given merely as a rough guide.
- 1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar jobs of magnitude specified below:-
- 1.2.1 Criteria of eligibility for submission of bid documents:

Joint ventures are not accepted.

- (a) Should have satisfactorily completed the jobs as mentioned below during last seven years ending 31st March, 2020:

- (i) Three similar works each of value not less than `Rs. **50.80 Lacs** or two similar works each of value not less than `Rs. **76.20 Lacs** or one similar work of value not less than `Rs. **101.60 Lacs.**

And

- (ii) One completed work of any nature (either part of (i) above or a separate one) costing not less than **Rs. 50.80 Lacs** with some Central Govt. Department/ State Government Department / Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking/ State Public Sector Undertaking/ City development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/ State Gazette.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

Similar job means “Annual Operation & Maintenance Contract for round the clock services for 33KV/11KV & 11KV/433V Primary & Secondary Distribution System in any organization”

- (iii) **While considering any similar job executed by applicant Firm under joint venture, the experience of the applicant Firm in that work shall be restricted to its share/ responsibilities as reflected in the Memorandum of Understanding (MoU), signed between the parties, while forming joint venture for that job, attested copy of which shall be submitted along with the technical bid.**

- (b) Should have had average annual financial turnover of `Rs. **38.10 Lacs** on similar works during the last three consecutive financial years ending 31st March, 2019. This should be duly audited by a Chartered Accountant. The year in which no turnover is shown would also be considered for working out the average.

- (c) Should not have incurred any loss in more than two years during the last five years ending 31st March, 2019.

- (d) Should have a solvency certificate of `Rs. **50.80 Lacs** issued by Bank during the last six months.

- 1.2.2 **To become eligible for issue of tender, the contractors shall have to furnish an affidavit as under:-**

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in EWSS, BHU in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ (Scanned copy to be uploaded at the time of submission of bid).

2. After submission of the tender the contractor can re-submit revised tender any number of times but before last time and date of submission of tender as notified.
3. While submitting the revised bid, contractor can revise the bid price, but before last time & date of submission of tender as notified.
4. The quoted base price shall remain FIRM till the completion of work.
5. a) Earnest Money `Rs. 2,54,000/- can be paid in the form of Demand Draft or Fixed Deposit Receipt (**drawn in favor of Superintending Engineer, EWSS, BHU, Varanasi, payable at Varanasi**) or Bank Guarantee of any Scheduled Bank wherever applicable in accordance with the Form annexed hereto having validity for 6 months or more from the last date of receipt of tenders shall be scanned and uploaded to the e-tendering website within the period of tender submission.

b) Cost of Tender Document – NIL

Demand Draft or FDR or Bank Guarantee against EMD shall be placed in single sealed envelope superscripted as “Earnest Money” with name of work/job and due date of opening of the tender also mentioned thereon.

6. Copy of certificate of work experience, certificate of financial turnover from CA, Certificate of Registration for GST/IT, Bank Solvency Certificate and all other documents mentioned in the NIT shall be scanned and uploaded to the e-tendering website within the period of tender submission and certified copy of each of them shall be deposited in a separate envelope marked as “Eligibility Documents”

Both the envelopes shall be placed in another envelope with due mention of Name of work/ job and due date of opening of tenders and to be submitted in the office of **Superintending Engineer, EWSS, BHU, Varanasi** before last date & time of submission of bid and up to **4.00 PM on 10.02.2021** The documents submitted shall be opened at **03:00 PM on 12.02.2021**

Online Bid Documents submitted by intending bidders shall be opened only for those bidders, whose Earnest Money deposit and other documents placed in the envelope are found in order.

7. The bid submitted shall become invalid and cost of bid & e-Tender processing fee shall not be refunded if:
 - (i) The bidders is found ineligible.
 - (ii) The bidders does not upload all the documents (including GST/IT Registration) as stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
8. The successful Tenderer/ contractor shall furnish Security Deposit @ 5% of the total contract/order value in the form of Demand Draft/Fixed deposit receipt/ Bank Guarantee of any scheduled Bank on commencement of work. The Security Deposit shall remain valid till the expiry of performances Guarantee period.
9. The tenderers are advised to read and examine in detail the tender documents for the work. They should inspect and examine the site and its surroundings to satisfy themselves before submitting their tenders.
10. The competent authority on behalf of the University does not bind itself to accept the lowest tender or any other tender & reserves the right to split the work into more than one tenderer. The University also reserves the right to reject any or all the tenders without assigning any reason whatsoever. All tenders in which any of the prescribed condition is not fulfilled by the tenderer shall be summarily rejected.
11. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
12. The contractor shall not be permitted to tender for works/job in the EWSS, if his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive).. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
13. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

14. The bid for the works shall remain open for acceptance for a period of (120) one hundred twenty days from the date of opening of financial bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then BHU, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
15. This notice inviting bid shall form a part of the contract/work order document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall start the work from the stipulated date of start of the work as per contract/ work order.
16. The tenderers shall quote price for each item strictly as per price schedule (BOQ). Any discount/rebate to be considered by the tenderers shall be included in the basic price in the price schedule (BOQ). Hence basic price shall be determined by the tenderers after considering the discount/rebate if any. So any discount/rebate even if specified by the tenderer anywhere else in their offer shall not be taken into account for Tender evaluation.
17. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
18. Bids will be evaluated on item rate basis and the work Contract/ order will be awarded to the successful Bidder on the basis of total price for all the items
19. After acceptance of the bid by competent authority, the superintending engineer/ executive engineer shall issue the letter of intent/contract/work order on behalf of the University.
20. The quantities of work indicated in 'Bill of Quantities' (BOQ) are approximate only and may vary $\pm 10\%$ during actual execution of work. However, payment shall be made on item rate basis for the actual quantities of work executed at site & duly verified by the Engineer Incharge. No extra payment will be admitted for incidental and contingent work, labour and /or materials for successful completion of the work.No idle labour/idle equipment charges for any reason shall be admitted
21. Scheduled completion Period: The period of AOMC work is 3 Years i.e. 36 months.
22. Terms of Payment:
 - a) The contractor shall not be paid any advance in any form or deposit for work.
 - b) Payment alongwith all applicable GST shall be made on a pro-rata basis as monthly running bills.

INTEGRITY PACT

To,

.....*.....,
.....*.....,
.....*.....

Sub: NIT No. ----- for the

**Annual Operation & Maintenance Contract for round the clock services for
01 No. 33KV PSS with Adjacent 33KV Auxiliary Bay & 04 Nos. 11KV/433V
DSS at RGSC, BHU, Barkachha, Mirzapur – U.P.**

Dear Sir,

It is here by declared that EWSS is committed to follow the principle of transparency, equity and competitiveness in public procurement/ work.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Tenderer will sign the integrity Agreement, which is an integral part of tender/tender documents, failing which the tenderer will stand disqualified from the tendering process and the tender of the tenderer would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of Registrar, Banaras Hindu University.

Yours faithfully

Superintending Engineer

*To be filled in by the S.E

INTEGRITY PACT

To,

Superintending Engineer, Electric
& Water Supply Services,
Banaras Hindu
University, Varanasi.

Sub: Submission of Tender for the work of

Annual Operation & Maintenance Contract for round the clock services for 01 No. 33KV PSS with Adjacent 33KV Auxiliary Bay & 04 Nos. 11KV/433V DSS at RGSC, BHU, Barkachha, Mirzapur – U.P.

Dear Sir,

I/We acknowledge that EWSS is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/tender document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE TENDER SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/tender is finally accepted by EWSS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/tender, EWSS shall have, absolute and unfettered right to disqualify the tenderer and reject the tender in accordance with terms and conditions of the tender.

Yours faithfully

(Duly authorized signatory of the Tenderer)

**BANARAS HINDU UNIVERSITY
ELECTRIC & WATER SUPPLY SERVICES**

ITEM RATE TENDER FOR AOMC WORK

Tender for the work of:

Annual Operation & Maintenance Contract for round the clock services for 01 No. 33KV PSS with Adjacent 33KV Auxiliary Bay & 04 Nos. 11KV/433V DSS at RGSC, BHU, Barkachha, Mirzapur – U.P.

(Time)

(Date)

- (i) To be submitted by **4.00 PM on 10.02.2021** in the office of Superintending Engineer, EWSS, BHU, Varanasi.
- (ii) To be opened in presence of tenderers who may be present at **03:00 PM on 12.02.2021** in the office of the Superintending Engineer, Electric & Water Supply Services, BHU, Varanasi

TENDER

I/We have read and examined in detail the notice inviting tender, scope of work & specification, general terms & condition of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work/job specified for the BHU within the time specified in NIT and in accordance with the scope of work & specification , instructions to tenderers, general terms & condition of contract etc in all respect.

We agree to keep the tender open for 120 (one hundred twenty) days from the due date of its opening and not to make any modification in its terms and conditions.

A sum of **Rs. 2,54,000/-** is hereby forwarded in fixed deposit receipt of scheduled bank/demand draft of a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the university has to right to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that the university has to right to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to there in. Further, I/We agree that in case of forfeiture of Earnest Money or Security Deposit/ Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in EWSS in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit.

I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature of the Tenderer

Witness:

Postal Address

Address: Occupation:

General Terms & conditions of contract

1. The work shall be carried out completely in the neat manner & all the installation shall meet the requirement of the latest amendment/revision of the Indian Electricity Rules and other statutory regulations viz U.P. State construction & labor laws as applicable to BHU as far as safety, earthing etc. are concerned.
2. All safety rules & codes shall have to be followed without any exception.
3. The contractor shall have to submit, if required his valid labour license & employees provident fund registration documents before commencement of work.
4. All the statutory deductions viz. Income Tax, GST on works contracts etc. if required, shall be made from the contractor's bills as per rules/regulations/acts in force
5. The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
6. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
7. The entire work shall have to be supervised & carried out by the technical staff of the contractor as mentioned in the scope of work.
8. Safe keeping & storage of testing equipment & other materials brought to site by the contractor) shall be the responsibility of the contractor till the completion of AOMC work. The University shall in no way be responsible for any loss/ damage to the materials on any account.
9. All necessary tools, tackles and equipment as mentioned in the scope of work required for execution of the AOMC work shall be supplied and maintained by the contractor at his own cost. In case the contractor fails to do so whenever required and as per the direction of the Engineer-in-charge, he (Engineer-in-charge) shall be at a liberty to get the same deployed at the risk and cost of the contractor.
10. The contractor shall be responsible for the repair jobs of any damages made by him during execution of work.
11. Quality of the AOMC services is of utmost importance. The contractor shall ensure quality control measures on different aspects of AOMC services including materials, workmanship and correct maintenance methodologies to be adopted
12. Throughout the execution of the work, the contractor shall perform clean-up on a day-to- day basis. Contractor shall be responsible for regular removal and cleaning of spillage/debris/ fall-outs etc., if any, from the operational, maintenance areas etc. consequent to and arising out of his work by removing & disposing spillage/accumulation as may be necessary and/or directed by EWSS at his own cost and arrangement to dumping site for refuse etc.

SCOPE OF WORK & SPECIFICATION FOR AOMC, RGSC, BHU, BARKACHHA, MIRZAPUR, U.P.

Scope of work for Annual Operation & Maintenance Contract for round the clock services for 01 No. 33KV PSS with Adjacent 33KV Auxiliary Bay & 04 Nos. 11KV/433V DSS at RGSC, BHU, Barkachha, Mirzapur – U.P.

1. SCOPE OF SERVICES

A. Operation & maintenance services for 01 No. 33KV PSS with Adjacent 33KV Auxiliary Bay & 04 Nos. 11KV/433V DSS as per the existing equipment details.

The work has to be carried out as per the best engineering practices and in accordance with the OEMs instruction manuals.

The scope shall include annual operation & maintenance contract for scheduled and breakdown Maintenance at 01 No. 33KV PSS with Adjacent 33KV Auxiliary Bay & 04 Nos. 11KV/433V DSS covering the following equipments :

Sr. No.	Item Description	Make	Unit	Quantity
A.	33KV Switch yard equipments at PSS :-			
1.	2x5 MVA, Dyn11, 33/11KV, Transformer.	CGL/Tesla	Nos.	2
2.	33KV VCB outdoor type	ABB	Nos.	5
3.	33KV outdoor oil cooled CT	Vishal Transformers	Nos.	15
4.	33KV outdoor oil cooled PT	Vishal Transformers	Nos.	9
5.	33KV double break offload isolators	GR Power	Sets	10
6.	Lighting arrestor & Lighting mast	Lamco	Nos.	21
7.	Bus & Bay (Conductor, Disc insulators, tension fitting, Tower & Beam structure)		Set	1 set for 6 Bays.
8.	Marshalling Kiosk		Nos.	01 lot
9.	Earthing Station		Nos.	01 Lot
B.	Indoor Equipments at PSS:-			
1.	C&R Panel for 33KV equipments control	Venson Electric/CGL	Nos.	6
2.	Battery Charger	Dubas	No.	1
3.	110V,DC, 300AH Battery Bank	Exide/ HBL Life	Set	1
4.	ACDB	Jasper	No.	1
5.	ALCP	Jasper	No.	1
6.	11KV 11 Panel VCB Switchboard	ABB	Set	1
7.	440V PCC Complete with ACBs& MCCBs	ABB /GE	Set	1
8.	500KVA, 11/0.433 KV Distribution Transformer.	TESLA	Nos.	1
C.	11KV/433V Distribution Substation (DSS)			
1.	500KVA , 11/0.433KV Distribution Transformer	Various makes	Nos.	6
2.	1000KVA , 11/0.433KV Distribution Transformer	CGL	Nos.	3
3.	11KV Switchboards in DSS	ABB/CGL	Sets.	4
4.	440V PCC Complete with ACBs& MCCBs	Various makes	Nos.	5
5.	LT Capacitor Panels	Legrand	Nos.	2
6.	Battery Charger	Dubas	Nos.	4
7.	110V,DC, 100AH Battery Bank	HBL Nife/Exide	Sets	4
8.	ACDB	Various makes	Nos.	4
9.	ALCP	Various makes	Nos.	4
10.	Earthing Station		Lot	L.S.
11.	L.T. Bus-ducts	Legrand	Lot	L.S.

B. Cleaning of 33KV Switchyard of 33/11KV PSS at RGSC Barkachha by removing the grass/bushes/garbage etc. and also removing the grass/bushes/garbage from spare area inside the substation and outside the boundaries of the 33/11KV substation as well. Cleaning of control room, Battery room and Toilets etc. of 33/11KV substation with good quality of cleaning agents. The cleaning of the above should be carried out on regular basis. Up-keep and maintenance of Lawns & Gardens in the entire area of 33/11KV PSS by proper watering / cleaning and providing the gobar khad etc. wherever required in order to maintain the beautification of the lawns/gardens. Cleaning of all the 11/0.433KV DSS at RGSC Barkachha. Also removing the grass/bushes and garbage from the periphery of all the DSS on regular basis. Supply of all the tools and consumables shall be in the contractor's scope. Contractor shall have to depute proper manpower on regular basis.

2. DEFINING SCOPE OF WORK

The scope for maintenance is detailed as below, activity wise:

Daily Schedule

1. Monitoring of power transformer parameters such as
 - a. Winding temperature
 - b. Oil temperature
 - c. Oil level and
 - d. Checking of oil leakage, if any, and take immediate corrective action to stop leakage.
2. Cleaning of HT and LT panels externally as per schedule
3. Check auxiliary supply and control voltages.
4. Check condition of indication lamps provided on HT and LT panels.
5. Check the battery bank and battery chargers for proper functioning.
6. Test annunciation and reset, take corrective action whenever necessary.
7. Check incoming voltage of grid and take corrective action accordingly if needed.
8. Record all the operational parameters on log book or log sheet hourly.

Weekly Schedule

1. Carry out preventive maintenance as per the check-lists, equipment manuals and as per the instructions of BHU's designated representative.
2. Operate the battery charger in float and boost mode (CC & CV) as per schedule.
3. Rectify the faults / causes of faults.
4. Carry out battery and battery charger preventive maintenance as per schedule.
5. BHU will arrange a common meeting at every fortnight and discuss the various problems/ issues.
6. Check the condition of Silica gel and replace it if needed.

Monthly Schedule

1. Checking the discharge devices and fuses.
2. Carry out preventive maintenance of battery charger and load test for chargers in both Float and Boost mode.
3. Prepare list of spares and material required for carrying maintenance work and submit it to BHU's designated representative in advance for better material management.
4. To advice BHU for better spares planning and spares management.

Quarterly Schedule

1. Checking the overall condition of radiators and transformers.
2. To carry out mock drills.
3. Check earth pits for substations and water the earth pit of substations as per schedule of preventive maintenance barring as and when deemed necessary and submit a report.
4. Check the overall condition of circuit breakers, isolators and its contact, P.T., CTs' and other electrics.
5. Grease the isolators contacts and apply petroleum jelly on battery terminals.

Half Yearly Schedule

1. Testing of transformer safeties such as Buchholz relay, winding temperature, oil temperature indicator, oil gauges during routine preventive maintenance.
2. Earth resistance testing for earth pits, using own instruments and submit report for the same restricted to the area as covered in our scope.
3. Expert Engineers team of the contractor shall visit to BHU campus at least once in every six months (i.e. Twice in a year) barring as & when required for testing of Relays, Switchgears, Transformers etc.

General

1. To carry out all such jobs to ensure proper health of installations and to ensure uninterrupted power supply.
2. To carry out switching ON/OFF as and when required and restoration of breakdown during power failures and emergency.
3. To attend all electrical complaints related to PSS and DSS.

Breakdown

Since ring main system has been provided it is possible that the alternate feed of power could be made in case of breakdown / tripping of one or a few breakers. It is of utmost importance that the affected loads are restored as soon as possible.

The following activities are envisaged for a prompt power recovery :-

- a) Maintain all switch board in ready condition (except those that have been taken under planned outage). The various maintenance schedules planned shall be executed and records of all such activity shall be maintained. This will ensure availability of the redundant system.
- b) Maintain the updated status of all the switchboards at the central control room and make the information available to BHU, so that a strategy can be planned in case of such an unscheduled outage. This information will be collected by the staff of BHU during the daily condition monitoring of the equipments.
- c) All no power complaints as per our battery limits (which is maintaining power to outgoing of LT panels) will be attended at the earliest possible and depending on the priorities at hand of the maintenance teams. No penalty clause shall be applicable for delayed attention to such complaints. Priorities shall be decided in consultation with BHU officials, if required.
- d) The boundary of responsibility of all such complaint for no supply in the workshops shall be limited to the restoration of supply till the LT outgoing terminal in the DSS.
- e) All LT feeders including overhead bare conductors, Underground/OH LT cables shall be maintained by BHU.

Contractor will be responsible for maintaining the health of the equipments to ensure reliability of power supply at all areas.

Break down maintenance for cable & repairing for cable joints for 11KV & 33KV cable shall be done by contractor at no extra cost. The process of cable fault location shall be as per the current prevalent practice (through manual digging along with the route of cable which is hit and trial method) at no extra cost. In case the same is required through cable fault locator, the same shall be provided by the contractor at no extra cost. However required material, spares etc required for the work shall be supplied free of cost by EWSS, BHU.

Restoration of Power after Breakdown

Every effort will be made by contractor to keep this time taken for change over to a minimum.

The following activities are envisaged for a prompt power recovery:

- a. **Maintain all switch board in ready condition** (except those that have been taken under planned outage). The various maintenance schedules planned shall be executed and records of all such activity shall be maintained. This will ensure availability of the redundant system.

Maintain the updated status of all the switchboards at the central control room and make the information available to BHU, so that a strategy can be planned in case of such an unscheduled outage. This information will be

- b) Collected by the staff of BHU during the daily condition monitoring of the equipments.
- c) All **no power complaints** as per battery limits (which is maintaining power to outgoing of LT panels) will be attended at the earliest possible and depending on the priorities at hand of the maintenance teams. Priorities shall be decided in consultation with BHU officials, if required.
- d) The boundary of responsibility of all such complaint for no supply in the workshops shall be limited to the restoration of supply till the LT outgoing terminal in the DSS.
- e) All LT overhead bare conductors, Underground/OH LT cables shall be maintained by BHU.
Contractor will be responsible for maintaining the health of the equipments to ensure reliability of power supply at all areas.
- f) Contractor's scope shall be limited to providing power upto the outgoing feeder of LT terminal/Board within the DSS & PSS.

BHU shall provide an enclosed secure office space in the central area for contractor for permanent service line (single point of contact) and storage/ archiving of all drawings and documents. BHU shall provide the above office in a location having sufficient storage space for safe storage of testing Equipment / Consumables / records / documents / Reports / Emergency Spares.

Activity based service provision

This contract shall be an activity based service contract, vesting responsibility on contractor to complete the preventive/planned and breakdown maintenance activity on the equipments listed in Annexure1.

This AOMC incorporates the following elements and critical parameters:

1. Attending “no power supply” complaints.
2. Power management.
3. Conducting preventive maintenance as per checklist and schedule.
4. Cable fault finding limited to 11kV and 33kV.
5. Recommendations for spares.
6. Attending to complaints in HT/LT breakers
7. Abiding to all safety rules and following safe practices.
8. Target zero accident.
9. Limiting personnel turnover.

Proposal for step wise responsibility sharing

- a. The vesting of responsibility for the maintenance and services activities with contractor with the associated necessary management freedom to implement changes and introduce innovation.
- b. A balanced sharing of technical and commercial risks.

Planned resources and organization

- a. Contractor shall deploy the Maintenance team for three shifts on Round the Clock basis.
- b. Contractor shall also deploy personnel as required for breakdown and emergency services on listed Equipments as at Annex 1 at Central Control Room & all DSS.
- c. The Overall In-Charge shall be responsible for co-ordination, compilation and submission of Reports and MIS, co-ordination of all Logistics and Teams Movement as per planned schedule and unscheduled Services.

33/11KV 5MVA/1.6MVA Power Transformer & 1000KVA/500KVA, 11KV/433V Distribution Transformer :-

- Routine, scheduled, preventive and Breakdown maintenance of Power/station transformers.
- Monitoring and recording of transformers parameters such as winding temperature, oil temperature and oil level.
- Checking of transformer tank, OLTC and other body parts for any rust or leakage.
- Checking for oil leakage, if any, and take immediate action to stop leakage. (If transformer is required to be sent outside for any modifications/repair/overhauling, the cost shall be borne by Customer).
- Oil tank to be topped up at regular interval (oil to be provided by BHU).
- Condition assessment of silica gel in breather and replacement of silica gel (to be Supplied by contractor) when required, checking and maintaining breather conditions and conservator oil levels.
- The transformer oil filtration to be done annually, testing of the oil for BDV once in six months, DGA & acidity & PPM testing for Power transformers once in a year, can be carried out by Contractor at extra cost.
- Checking & maintaining earth pits & earth connections. Water the earth pit as per schedule of preventive maintenance or as and when required.
- Quarterly checking of overall condition of radiators and transformer main tank and cleaning the same if required.
- Periodical inspection of cooling fans for its manual and automatic control, interlocks. Cleaning fan blades S& removing dust. Lubrication of fan motors if necessary.
- Testing of transformer safeties such as Buchholz relay, temperature indicators and oil gauges during routine preventive maintenance.

33KV Outdoor VCB :-

- Routine, scheduled, preventive and Breakdown maintenance of 33KV outdoor VCB as per OEM Manual.
- Monitoring and recording of VCB parameters as relevant.
- Cleaning in all respect.
- To check and measure IR values periodically
- To check contact resistance measurement & timing for open/close of 33KV & 11KV VCBs
- Attending of all indication lamps and adjustment, cleaning of Aux. Contact & necessary Ckt. Checking.
- Checking to ensure all the lamps are glowing, attending of annunciation ckt& panel in all respect. Lubrication of moving parts of mechanism.
- Checking & maintaining earth pits & earth connections. Water the earth pit as per schedule of preventive maintenance or as and when required.
- Quarterly checking of overall condition of breaker cubicle and control kiosks.

CT and PT :-

- Routine, scheduled, preventive and Breakdown maintenance of 33KV and 11KV Current transformers and potential transformers as per OEM manual.
- Checking for oil leaks & oil levels.
- Visual inspection of bushings for any damage and earthing.
- Check earth connections.
- Measure IR Values as per schedule and maintain record.
- Checking of primary jumper, clamp connectors & primary connections of CT/PT.
- Checking and tightening of jumpers & connectors.
- Checking earth connections of secondary circuits.
- Checking and tightening of secondary circuits.
- Cleaning of bushings and oil level indicators.
- Maintenance of CT JB/PT JB.
- Measurement of voltages at marshalling box & control room in case of CT/PT.

Isolators :-

- Cleaning of Contact S& Aux. Contact, Greasing in the control mechanism.
- Routine, scheduled, preventive and Breakdown maintenance of 33KV and 11KV Isolators as per OEM Manual.
- Checking of Earth switch copper flexible.
- Check earth connections of earth blade.
- Cleaning of insulators & checking for cracks in the insulators.
- Cleaning of main contacts, arching horns, earth blade.
- Changing of male/Female or moving/fixed arm, changing of connectors/hardware and attending all the incidental troubles to ensure smooth operation of the Isolators (Spares by BHU).
- Checking to ensure all the lamp are glowing (Spares by BHU).
- Necessary ckt checking & Motor checking & setting to put the remote operation in service.

Lighting Arrestors :-

- Cleaning of LA stacks.
- Visual observation of any cracks.
- Check earth connections at LA and Electrode.
- Check Counter enclosure for any moisture ingress.
- Determine IR values and record it.
- Check for leakage current and surge counter.
- Record leakage value & counter value.

Switchgear Panels :-

All preventive, scheduled and break-down maintenance of 11KV switchgear panels (Breaker Panel) as per OEM manual.

- Cleaning of panels as per the agreed schedule.
- Schedule maintenance of 11KV Breaker trolley.
- Check auxiliary supply and control voltage, test and check breaker mechanical interlock.
- Understanding control circuits & various electrical interlocking.
- To carry out switching ON/OFF, load transfer operations as and when required.
- Isolation & Re-energization of feeders as per the demand of operation and taking prior work permit from BHU.
- Replacement of control and power fuses/indication lights/fixes and moving contacts/close & trip coil. (supplied from BHU).
- Check tightness of circuit & earth connections. Test insulation resistance.
- Examination of auxiliary switches, indication devices and interlocks to ensure that they are in good order.
- Measuring load current & maintain transducers/ammeter/energy meter / relays/CTs/PTs/ Earthing Connections.

Protection and Metering Systems :-

- To check the tightness of control circuits/auxiliary supply/signal and protective relays.
- Note the hourly reading as per the schedule.
- Note down energy meter readings for all outgoing feeders for analysis.
- And prepare report.
- Test annunciation and reset, take corrective action whenever necessary.
- Cleaning, checking and testing of all the bi-metal & numeric relays of 33KV, 11KV, 0.415KV and Control Relays Panels.
- Relay testing (Primary & Secondary) for Control Relay Panel & 11KV Switchgear as per schedule.
- Energy meter calibration shall be carried out at extra cost.

Battery and Battery Charger :-

- O & M of battery & charger, involves checking and recording of general, appearance and cleanliness of battery, charger output current & voltage, any crack/leakage in cells, evidence of corrosion at terminals/connectors and condition of ventilation, as per OEM manuals.
- Quarterly measurement of voltage of each cell & total battery terminal voltage.
- Tightness of bolted connection.

Busbar/ Conductor :-

- Check General Conditions of Busbar/conductors & insulators.
- Check for conductor damage or loose strands.
- Clean busbar/ conductor & insulators.
- Check tightness & condition of hardwares and fastners.
- Check condition of connectors & fittings for rusting & oxidation.

Earth Pits Lighting Protection & other misc equipments:-

- Check earth pits water the earth pits as per schedule of preventive maintenance or as and when required. The values of each pit resistances of higher values are recorded and suitable action taken.
- Periodical inspection of earth electrode is conducted connection to ensure their rigidity and others signs of deterioration.
- Check/maintain all equipment earthing connections.
- Periodical inspection of all lightning protective system viz lightning arrestors, lighting mast and mechanical condition of all lightning conductors, bonds, joints and earth electrode are checked and observations noted.
- Operation of fire fighting system like fire extinguishers (CO2/DA cylinder), other fire fighting device etc. in the event of occurrence of fire in PSS & DSS. The refilling/ recharge of the fire fighting system if demand necessary shall also be done by the contractor at no extra cost.

3.1 The list of tools, tackles & equipment to be provided & deployed by the contractor at his over cost for execution of AOMC work is given in the following tabular form:

Sl. No.	Name of Tools/ Tackles/ equipment	Quantity
1.	Testing equipment as & when required as per clause no. 2	As required
2.	Insulation Tester (Megger) 1 kV & 5 kV	1 No. each
3	Digital Tong Tester & Multi meter	1 No. each
4	Torque wrench complete	1 Set
5	Earth Megger tester	1 No.
6	Drilling machine/ Hammer Machine	1 Set each
7	Dewatering equipment Pump (electric)	1 Set
8	Tools & Tackles complete with D-Spanner Set, Ring spanner Set, Slide wrench, Hammers, Chissels, Screw driver set, Crimping tools, Discharge rod & Cutting plier set etc	1 Set

3.2 Consumables :-

All consumables required will have to be arranged by contractor at no extra cost.

4. KEY PERFORMANCE PARAMETERS

For the purpose of performance monitoring of the annual maintenance contract the following basis will be used and same will be taken as reference for future improvement / maintenance.

- a) Outage Hours due to breakdowns.
- b) Response time to attend breakdown.

While measuring the above parameters the Forced outages due to T&D Constraints /Planned Outages / Transco Constraints will be excluded for measurement of performance. Breakdown outages pending/not closed due to non-availability of spare/equipment which is to be arranged by BHU as per the contract will be excluded for measurement of any of the above Indicators.

It may happen that there is not much visible improvement after a period of time, as Improvement due to maintenance is expected to saturate over a period of time and thereafter the improvement can only be achieved by carrying out Major Renovation & Modernisation of Existing Sub-stations and the Equipments therein. It is expected that under such circumstances, performance levels will be considered as achieved even if contractor is able to maintain the above parameters within the existing levels.

5. Period of Contract

The period of contract shall be for three years and may be extended or curtailed as the case may be depending on performance and fulfillment of other stipulations as contained herein.

6. Manpower & Working Hours

- (i) The following technical manpower shall be engaged/ deployed by the contractor for execution of AOMC work

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the Contractor in the event of not fulfilling the criteria for engagement of manpower	
						Figures	Words
1	Graduate Engineer or Diploma Engineer	Electrical Engineering	Site In-charge	7 Years /12 years	1 No.	45,000/- pm	Forty five Thousand
2	ITI holder	ITI Elect.	Senior Electrician	7 years	04 Nos	14,000/- pm	Fourteen Thousand
3	ITI holder	ITI Fitter	Fitter	7 years	1 No.	14,000/- pm	Fourteen Thousand
4	ITI holder	ITI Elect.	Electrician cum Helper	5 years	05 Nos	9,000/- pm	Nine Thousand

- (ii) The working hours shall be 8 hrs. per shift & three shifts per day designated as 1st, 2nd 3rd Shift.

7. Commercial Terms & Condition

The estimated cost of annual operation & maintenance contract for three years i.e. 36 months is Rs. 127.00 lacs inclusive of all GST.

Note: Oil Filtration charges shall not be included in the above price.

Price for Unscheduled Services

Prices for unscheduled services not covered under the scope of AOMC will be at an extra cost. Extra charges will be as agreed mutually between contractor and BHU.

Prices for Supply of Spares and Components

Prices for supply of spares and components that need to be supplied in case of non-availability at BHU will be at an extra cost to BHU. The prices for such items shall be as agreed mutually between contractor and BHU.

The list of recommended spares will be submitted by contractor in due course of time. It is envisaged that BHU must keep the recommended spares in their inventory as and when required for maintenance.

Payment shall be made to contractor as under:

Payment for scheduled services:

100% payment along with taxes shall be paid on a pro-rata basis as monthly running bills. Certification for the bills shall be done by BHU– In-charge designated for this work.

Payment for unscheduled services:

100% payment along with all taxes for unscheduled services at mutually agreed rate will be made after submission of invoice along with job completion certificate.

Payment for supply of spares and components:

100% payment along with all taxes for supply of spares and components will be made after submission of invoice.

Payment for services and facilities

No costs shall be payable by contractor on the use of the intercom facilities & first aid medical facilities.

8. Taxes, Duties, Levies

All GST and any variations in the same shall be claimed extra, at actual, by contractor where applicable against submission of documentary evidence.

9. (a) Limitation of Liability

1. Contractor shall be exempted from any liability for defects or damages discovered or which appear more than 6 months after the termination of the Contract.
2. Normal wear and tear.
3. Any Force Majeure event.

(b) Accommodation

Only one residential quarter (as per availability of grade of quarter) shall be provided by BHU free of cost for accommodation of contractor's personnel.

10. Insurance

1. Without thereby limiting its responsibilities under this contract, contractor shall insure with a reputable insurance company against all loss and damage and injury to its persons arising out of or in consequence of its obligations under this contract.
2. When working with subcontractors, contractor shall ensure that the subcontractors procure a minimum of insurance cover proportioned to their respective performance of the Services.
3. Contractor shall also arrange insurance in respect to and /or theft of contractor's other property, including tools and equipments if they are insurable.
4. Contractor shall also obtain accident liability insurance at its own cost for its employees and pay compensation on account of injury, fatal or otherwise due to accident during service being rendered under scope of this contract.

11. Bankruptcy

If either Party becomes bankrupt or insolvent or makes any contract with its creditors compounding debts or if, being a limited company, any proceedings have started in respect of it applying for the appointment of a liquidator, administrator, receiver or similar official for it or all or any substantial part of its assets or seeking an order of relief against it as debtor or under any law relating to insolvency, readjustment of debt, reorganization, administration or liquidation, the other Party may at any time by written notice terminate this contract forthwith, in which event the provisions of the TERMINATION clause shall apply.

12. General

BHU may assist contractor in obtaining any and all signatures, permits, licenses which may be required for the performance of the operation & maintenance services and providing of spare parts.

Any and all notices or other communication pursuant to this contract to be given by either Party to the other Party shall be in writing and in English and shall be deemed duly served and given if personally delivered against acknowledgement of receipt or five (5) business days after the day of sending when sent by registered mail or courier, or on the date of acknowledgement of receipt when sent by fax addressed to be mentioned.

13. Warranty for third party maintenance services & equipments under warranty period

1. BHU shall not itself perform or entrust any third party with any Maintenance Services or any other services at the Substation that could be performed by contractor without the prior written consent of contractor.
2. Contractor shall not repair BHU's equipment under OEM warranty without express approval of BHU. This does not replace the warranty offered by third party manufacturers with installed equipment during the warranty period. BHU shall manage the third party manufacturer to comply with its warranty obligations and keep contractor informed.

14. Statutory Obligations

Contractor shall take all steps, necessary or otherwise, to comply with the various applicable laws/rules/regulations, including, but not limited to, the provisions of Contract Labour (Regulation & Abolition ACT) 1970 as amended, Minimum Wages Act, 1948, Workmen Compensation Act, ESI Act, PF Act, Bonus Act, and all other applicable laws and rules framed there under including any statutory approval required from the Central / State Governments, Ministry of Labour.

Contractor shall, prior to commencement of the jobs under this Contract, furnish to BHU the permanent Provident Fund Code numbers and ESI of its employees and those employed by subcontractors, if applicable.

15. Workmen's Compensation

1. Contractor shall take out a comprehensive insurance policy under the Workmen's Compensation Act to cover such workers, who shall be engaged to undertake the jobs covered under this contract and a copy of this insurance policy shall be given to BHU solely for its information, reference and records. Contractor shall ensure that such insurance policies are kept valid at all times.
2. BHU shall be entitled to deduct from any money due to or to become due to contractor, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims there to and contractor shall abide by the decision of BHU as to the sums payable by contractor under the provisions of this clause.
3. Nothing contained in this contract, shall establish any relationship of any kind between BHU on the one hand and the employees, workmen and labourers, of any kind whatsoever of contractor on the other hand.

16. Safety Code

Contractor shall ensure adequate safe conditions and ensure safety precautions at site as required under applicable laws and shall be solely and entirely responsible for the complete safety of its workmen at site against any safety hazards arising out of the work done by contractor staff in the premises of BHU, Varanasi.

17. Subletting/ subcontracting/ Assignment

- a. Contractor may, with the prior approval of BHU in writing assign/sublet/ subcontract whole or substantially the whole of the Contract. However any such approval shall not relieve contractor from any obligation, responsibility or duty under this contract.

18. Governing Law and Arbitration

- a. **Governing Law:** The laws of India shall govern this contract and each party submits to the exclusive jurisdiction of the courts in India.
- b. **Dispute Resolution Mechanism.** All disputes and differences arising out of or in connection with this contract shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussion and contract the parties shall take such dispute to an arbitrator to be fixed/ approximated by BHU.

The arbitration shall be conducted in India in accordance with the provisions of the arbitration and Conciliation Act 1996. The arbitration proceeding shall be conducted in English.

19. Representation, Warranties and Guarantees

Contractor hereby represents warrants and guarantees that:

- i. It is a legally recognized entity under the laws of India;
- ii. The contract contains valid and binding obligations & is enforceable in accordance with the terms hereof;
- iii. It has apprised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- iv. It shall engage vehicles, tools, test kits and manpower suitable for the purposes of this contract to render services as contemplated in this contract;
- v. The services would be conducted in a safe and efficient manner at the site and at all times in compliance with good industry practices and requirements of BHU.
- vi. It shall procure all consents, license, permits, approvals and certificates & authorizations as may be required from any governmental authority for the performance of services at the Site;
- vii. It shall duly pay, if applicable, the duties, taxes and levies as are set out in this contract, which are to be paid by contractor;

20. Notice of Events of Force Majeure

If a force majeure event prevents a party from performing any obligations under this contract in part or in full, that party shall

- i) Immediately notify the other party in writing of the Force Majeure events within 2 working days of the occurrence of the Force Majeure event.
- ii) Be entitled to suspend performance of the obligations under the contract, which is affected by Force Majeure event for the duration of the Force Majeure event.
- iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable.
- iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis.
- v) Provide prompt notice of the resumption of full performance or obligation to the other party.

21. Mitigation of Events of Force Majeure

Contractor or BHU, as the case may be, shall :

- (i) Make all reasonable efforts to prevent and reduce to a minimum & mitigate the effect of any delay occasioned by an event of Force Majeure, including applying other ways in which to perform the contract,
- (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties;
- (iii) Keep the other party informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measure or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

22. Burden of Proof

In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this contract. The burden of proof as to whether or not a Force Majeure event has occurred shall be upon the party claiming that the Force Majeure event has occurred and that it is the affected party.

23. Termination for Certain Events of Force Majeure

If any obligation of any Party under the contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 3 month during the Term of the contract, the contract may be terminated at the discretion of either party and it shall not be liable to the other for any consequences arising on account of such termination.

24. Confidentiality – Intellectual Property

1. So as to enable contractor to perform its obligations under this contract and/or in fulfilling these obligations, BHU shall disclose and contractor may gain access to information which is proprietary to BHU and which is kept strictly confidential by contractor (hereinafter called "Confidential information").

2. Contractor undertakes to treat the confidential Information with at least the same degree of confidentiality as contractor uses in maintaining the secrecy of its own information of similar importance. Except to the extent set forth, contractor consequently undertakes not to use or carry the confidential information, nor to disclose the same to any third party, except to such contractor employees who need to know such confidential information in order to respect contractor's obligations under this contract.

Contractor further undertakes not to derive directly or indirectly at any time from the possession or use of the confidential information any right, title or interest therein, nor to claim any intellectual property right on the same.

3. The obligations and restrictions hereunder shall not apply to any other information disclosed to contractor by BHU or to which contractor may gain access, and which is not treated by BHU as strictly confidential, nor to confidential information or parts thereof which:
 - at the time of disclosure or access was publicly known,
 - becomes publicly known otherwise than by an act or omission on the part of contractor or one of its employees, at the time of disclosure or access was already known to contractor,
 - has been received from a source (other than BHU) lawfully having possession of such information
4. Technical information and other related documents forming part of this contract and the information obtained during the course of investigations under this contract shall be BHU exclusive property and shall not be used for any other purpose except for the execution of the contract. The technical information drawing, records and other documents shall not be copied, transferred, or divulged and / or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this contract.
5. These technical information and other related documents shall be returned to BHU with all approved copies and duplicates including all details as are prepared by contractor during the executions of this contract, if any, immediately after they have been used for agreed purposes.
6. Contractor shall not use the name of BHU in any manner either for credit arrangement or otherwise and it is agreed that BHU shall not in any way be responsible for the debts, liabilities or obligations of contractor and/ or its employees.
7. These provisions of this Clause shall survive, for a period of 3 years, beyond the termination or expiration of this contract.

25. Indemnification

Each party shall indemnify at all times the Other and hold harmless all directors and employees of the other against any claims, law suits or damages occurring as a results of the award of this contract or due to the , maintenance and administration of this contract and against costs and expenses, if any incurred by either Party in connection therein and prejudice to make any recovery.

26. Exclusivity

BHU undertakes not to perform for itself, nor to negotiate or purchase services similar to the services undertaken by contractor from any third party or perform such services through a third party during the term of this contract. BHU has the right to award the same order for similar work at same rates, or on any terms and conditions to another party or parties only if conditions as mentioned under the Termination Clause are applicable.

27. Termination

1. The order can be terminated by BHU before the expiry of its term under the following conditions:
 - (i) Contractor fails to perform as per the order.
 - (ii) Contractor fails to deploy designated manpower for AOMC as specified in the order.
 - (iii) It is found by BHU that contractor has intentionally manipulated or corrupted the data, or disclosed any of the contents of the details to any third party,
 - (iv) Contractor repudiates this order or otherwise evidences intention not to be bound by this contract,
 - (v) Contractor assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this contract; or transfers or novates any of its obligations in contravention to the provisions of this contract,
 - (vi) Contractor breaches the Confidentiality Clause.
 - (vii) If at any stage during the tenure of the contract, contractor is found to be involved in or indulging in or even attempting illegal, unlawful action or activities or some fraudulent actions or trying to receive bribe from any consumer or to give bribe to an official / staff or misuse or abuse any data of BHU.
 - (viii) If at any point of time BHU fails to obtain the sanctioned fund for AOMC from the concerned funding authority.
2. Either party may terminate this contract by registered letter with immediate effect, if one of the following events occurs:
 - The other Party is prevented by force majeure from performing for a period exceeding 3 months;
 - If a Party commits a serious breach of contract under this contract, and such breach of contract is not remediable,

- Insolvency, bankruptcy, voluntary or court ordered liquidation, seizures or attachments that are not lifted within a reasonable period of time, or any other events that indicate a serious risk of insolvency of the other Party.
3. Due to reasons as above, if a party decides to terminate the contract, it shall give 30 days' notice. On receipt of such notice the other party shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. Contractor shall hand over to BHU all drawing / documents prepared for this contract up to the date of termination of contract.

In the event of termination under any circumstances BHU shall pay to contractor the entire amount due for Services provided to BHU up to the effective date of termination.

Personal

If any of contractor's employees shall, in the opinion of BHU, be guilty of any misconduct or incompetence or negligence, then if so directed by BHU, contractor shall take necessary action and if the person is found guilty of repeated misconduct or incompetence, contractor shall at once remove such employee and replace him/her by a qualified and competent substitute

**Form of Earnest Money Deposit Bank
Guarantee Bond**

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of
.....
..... (name of work)
(hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto
.....
.....
(hereinafter called "the Engineer-in-Charge") in the sum of `.
..... (in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20..... .

THE CONDITIONS of this obligation are:

- (2) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (3) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

- (a) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

OR

- (b) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor,

OR

- (c) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE SIGNATURE OF THE BANK

WITNESS SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

INVITATION FOR BIDS Notice Inviting Tender (NIT)

**BANARAS HINDU UNIVERSITY
ELECTRIC & WATER SUPPLY SERVICES
VARANASI-221005**

e-Procurement Notice

Tender Ref No. EWSS/2020-21/EL/ AOMC/ RGSC/01

Date: 08.01.2021

Online tenders are hereby invited in **single bid system** from **Firms/ contractors of repute for the following work:-**

Annual Operation & Maintenance Contract for round the clock services for 01 No. 33KV PSS with Adjacent 33KV Auxiliary Bay & 04 Nos. 11KV/433V DSS at RGSC, BHU, Barkachha, Mirzapur – U.P.

Bidders can download complete set of bidding documents from e-procurement platform <https://eprocure.gov.in/eprocure/app> from **12.01.2021** onwards. Bidders need to submit the bids online by uploading all the required documents through <https://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is 10.02.2021 upto 04:00 P.M. (server time). Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: <http://eprocure.gov.in/eprocure/app> or <http://www.bhu.ac.in>.

CRITICAL DATE SHEET

Publishing Date	12.01.2021 (17.00)
Document Download / Sale Start Date	12.01.2021 (17.00)
Seek Clarification Start Date	12.01.2021 (17.00)
Seek Clarification End Date	19.01.2021 (17.00)
Pre-Bid Meeting Date	NA
Bid Submission Start Date	21.01.2021 (10.00)
Bid Submission End Date	10.02.2021 (16.00)
Bid Opening Date	12.02.2021 (15.00)

(Superintending Engineer)