

NORTH EASTERN ELECTRICITY SUPPLY COMPANY OF ODISHA LIMITED

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NESCO

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Corporate Office: Januganj, Balasore – 756019, Odisha,  
Ph: - 06782 – 269864, Fax No: 06782 – 263259  
Email-purchase@nescoorissa.com

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## TENDER DOCUMENTS

FOR

### SUPPLY OF AB SWITCH & HG FUSE (11 KV & 33 KV)

OPEN TENDER NOTICE NO. 17427 Dtd. 14.11.11

- \* The last date of and time of receipt of tenders: 24.11.11 up to 2.0 PM
- \* Date and time of opening of Technical & Price Bids: 24.11.11 at 3.0 PM

General Manager (Works)  
NESCO, Balasore.

**SHORT TENDER NOTICE NO. PUR/NESCO/ 17427 dtd 14.11.11**

**for flood damage/restoration work**

Sealed tenders are invited from reputed manufacturers / Suppliers for supply of 11 KV AB Switch & HG Fuse, 33 KV AB Switch & HG Fuse (Different Capacity).The tender document will be available from this office during office hours on working days or from the website of NESCO i.e [www.nescoorissa.com](http://www.nescoorissa.com) on payment of Rs.6000/- (Six thousand only) + VAT 4% (non-refundable) in shape of cash/ Bank Draft in favour of NESCO Ltd., Balasore.

The tenders should be accompanied with the EMD @ 1% of the offered price (Landing price at Balasore) in shape of Demand Draft/ Bank Guarantee (from any nationalized/ scheduled bank in favour of NESCO Ltd., Balasore. Tenders without the Earnest Money & receipt of tender paper cost will be considered as invalid. This office shall not be held responsible for any postal / courier delay in Submission of the tender document. Fax / website tender shall not be entertained.

**N.B:** \* Sale of tender document (during office hrs. & working days): Dt 15.11.10 to

Dt 24.11.11 up to 11.30AM

\* The last date and time of receipt of tenders: Dt 24.11.11 up to 2 PM

\* Date and time of opening of Technical Bid & Price bid: Dt 24.11.11 at 3 PM

The undersigned reserves the right to reject any or all tenders & distribute the works among the valid tenderers without assigning any reasons thereof.

**GENERAL MANAGER (WORKS)**

**NESCO, BALASORE**

NORTH EASTERN ELECTRICITY SUPPLY COMPANY OF ODISHA LIMITED

SECTION - I

INSTRUCTION TO TENDERERS  
FOR SUPPLY OF

AB SWITCH & HG FUSE  
(11 KV & 33 KV)

**INSTRUCTION TO TENDERERS**

1. Tender papers, which are purchased from this office, will be considered subject to attachment of money receipts . Otherwise , the same can be downloaded from website ([www.nescoorissa.com](http://www.nescoorissa.com)) and the same should accompany a demand draft of Rs. Rs.6000/- + VAT 4% in shape of Bank Draft in favour of NESCO Ltd. ,Balasore. Any other form of tender will be rejected
2. The purchaser may alter the quantities of materials at the time of placing orders or may also split up among more than one Tenderer for any particular item. The lowest bid may not guarantee to be offered the whole contract.
3. The Tenderer may deviate from the specification while quoting if in the opinion, such deviation is / are in line with the manufacturer standard practice and conducive to a better and more economical offer. All such deviation should, however be clearly indicated given full justifications for such deviation.
4. Sealed Tenders is to be submitted in containing technical Specification, Drawing, Test Report, Descriptive Literature, EMD, Statutory clearance & price Bid for the respective items as per the enclosed format. The tender should reach this office on or before dt. 24.11.11 up to 2.0 PM in double sealed cover super-scribed on each of the cover as “Tender Notice No 17427dtd. 14.11.11 due to be opened on dt 24.11.11 at 3.0 PM of Technical Bids & Price Bids. Tender shall be submitted in person or by Registered Post with A.D. Any other means of delivery shall not be accepted. When submitted by Post, Postal delay shall not be considered . Tender will be opened at Corporate office , Balasore on above dates & time. Tenders received after due time and date shall not be considered.  
“Tender Documents of each group consists of instructions to tenderer, technical & price bid of that group.”  
  
Each group should have separate sealed envelop mentioned for technical & price bids. Clearly mentioning the ‘Group’ name at the top of the envelops. The price bid of only those tenderers who qualify in the technical bid , shall be opened on the scheduled date
5. Telegraphic Tender shall not be accepted under any circumstances.
6. The Purchaser reserve the rights to reject the lowest or any other tender or all tenders without assigning any reason thereof.
7. The tenders should be accompanied with the earnest money deposit @ 1% of the tender value in shape of Bank Draft (from a nationalized bank or scheduled

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Bank) in favour of NESCO Ltd., Balasore which will be submitted separately other than technical & price bids.

No adjustment towards earnest money deposit shall be permitted against any outstanding amount with Managing Director, NESCO, Balasore. Tenders submitted without deposit of EMD shall be rejected.

8. (i) In case of unsuccessful Tenderer, the earnest money will be refunded to them after the Tender is decided. In the case of successful Tenderer, this will be refunded only after furnishing of Security Money.  
(ii) The earnest money will be forfeited, if the successful Tender fails to accept the letter of intent or Purchase order issued in their favour.  
(iii) The Tender not accompanied with earnest money deposit shall be disqualified.  
(iv) The tenders should be kept valid for a period of 365 days from the date of opening of the tender.
9. After opening of the tender and within the validity period no reduction or enhancement in offer price by the tenderer will be entertained. On the other hand, it will make the tender liable for rejection. However management reserves the right for negotiation of rates & terms from among the eligible bidders.
10. The Tenderers are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tender. In case of doubt regarding the meaning of any clause they may ask for clarification in writing from the undersigned. This, however does not entitled the Tenderer to ask for time beyond due date fixed for receipt of tender.

Conditional Offers shall not be accepted.

11. The bidders should quote their bids in computerized or typing only. No handwritings are allowed. Over witting shall be avoided . In the event of discrepancy or arithmetical error , the decision of the management shall be final & binding on the tenderer.
12. The Tenders should be accompanied with PAN,TIN,CST,VAT registration Nos, failing which the tenders will not be taken into consideration.

General Manager (Works)  
NESCO, Balasore

SECTION – II  
GENERAL TERMS & CONDITION OF  
CONTRACT  
FOR SUPPLY OF  
AB SWITCH & HG FUSE  
(11 KV & 33 KV)

## NORTH EASTERN ELECTRICITY SUPPLY COMPANY OF ODISHA LIMITED

### GENERAL TERMS & CONDITION OF CONTRACT

1. **Scope of Contract:** - The Scope of contract shall be delivered FADS (Free At Destination Stores), of the materials or equipment is in accordance with the enclosed Technical Specification and Bill of Quantity.
2. **Supplier to inform himself fully :-** The supplier shall examine the instructions to Tenders, General Condition of contract, specification and the scheduled of quantity and delivered to satisfy him self as to all the terms and conditions and circumstances effecting the contract price. He shall quote price(s) according to his bidding on these matters and understand that no additional cost except otherwise provided therein will be levied. The purchasers shall not be responsible for any mis-conception or incorrect information acquired by the supplier other than information given in writing by the purchaser.
3. **Manner of Execution:** - All materials to be supplied under the contract shall conform to the latest publication of relevant ISS.
4. **Inspection and Testing:** - Competent authority will depute any authorized person for pre-despatch inspection for which Bidder has to provide necessary assistance and facilities at its work site. Intimation about readiness for despatch should be sent at least 15 days in advance for arranging inspection by the purchaser. Physical inspection of the materials shall be carried out at destination after receipt of materials.
5. **Delivery :-** The materials should be kept ready for inspection within 30 days from the date of issue of the purchase order. The materials should be despatched only after the inspection is conducted and despatch instruction issued by this office. The inspection note with tests certificate as per relevant IS & Guarantee Certificate of each consignment should be furnished to this office immediately after inspection for approval and issuing despatch instruction .This may be waived at our direction. The purchaser ,however reserves the right to reschedule the delivery and change the destination, if required.
6. **Despatch Instruction:** -  
The materials should be securely packed and dispatched on freight paid basis. The Railway receipt shall be in the name of the consignee and not booked to self. Materials should be despatched by Road Transport through reputed and licensed Carrier Agencies to Balasore Stores/ Jajpur Road stores, where required.

7. Contractors Default Liability:-
- (i) The Purchaser may act upon writing, of default to the supplier terminates the Contract in circumstances detailed here under.  
“If the judgment of the Purchase, the supplier fails to make delivery within the time specified in the contract or within the period for which extension has been granted by the Purchaser if the supplier fails to comply with any of the other provisions of this contract”.
  - (ii) In the event Purchaser terminates the contract in whole or in parts as provided in Clause-7 (1) of the Section-II, the Purchaser reserves the right to pursue upon such terms and in such a manner as he will be liable to the purchase for any additional costs in Clause- 17of Section-II until such reasonable time as may be required for the final supply of equipments.
  - (iii) In the event of the purchase does not terminate the contract as provided in Clause-7 (1) of Section- II supplier shall continue the performance of the contract in which case he shall be liable to the Purchaser for penalty for delay as set out in Clause- 17 of Section –II until the equipment is accepted.
8. Force Majeure :- The supplier shall not be liable any penalty on account of delay or failure to perform the contract for reasons of force majeure such as acts of God acts of the Public, Enemy, acts of Government, Fire, Floods, Epidemics, Guarantee in restriction, Strikes, Freight Embargos and provided that the supplier shall within 10 (ten) days from the beginning of such delay notify the Purchaser in writing of the cause of delay the Purchaser shall verify the facts and grant such extension as facts justify.
9. Rejection of materials: - In the event of any of the materials / equipment supplied by the supplier is found defective in materials or workmanship or otherwise not in conformity with the requirements of the contract specification the Purchaser shall either reject the material / equipment or request the supplier in writing to rectify the same. The supplier on receipt of such notification shall either rectify or replace defective equipment free of cost to the Purchaser. If the supplier fails to do so, the Purchaser may;
- a. At its option replace or rectify such defective equipment and recover the extra cost to involved from the supplier plus fifteen percent from the supplier and or
  - b. Terminate the contract for balance supply with enforcement of penalty as per contract.
  - c. Acquire the defective once at reduced price considered suitable under the circumstances.

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10. Extension of Time :- If the delivery of equipment is delayed due to reason beyond the control of the supplier, the supplier shall give notice to the Purchaser in writing of his claim for extension of time before 15 days of scheduled delivery date. The Purchaser on receipt of such notice may agree to extend the delivery date as may be reasonable without prejudice to other terms and conditions of the contract.
11. Defect Liability Period :- The supplier shall guarantee the materials supplied against any defect or failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The defect liability period shall be 30 months from the date of receipt of materials (last consignment) at stores/site or 24 months from the date of use/commissioning , which ever is earlier. If during this period any materials or items are found defective, these shall be promptly replaced or rectified by the supplier at his own cost at buyers place .
12. Guarantee Period: - The materials should be guaranteed for trouble free service for a period as indicated in clause no.11 above. The above guarantee certificate in triplicate should be furnished to this office for approval at the time of offer for inspection against each consignment and copies should be furnished to the concerned consignee and paying officers for their record.
13. Composite Performance Bank Guarantee : -. The Composite Performance Guarantee worth 10% of order value in shape of Bank Guarantee may please be furnished from any Nationalized Bank in favour of NESCO Ltd., Balasore within 15 days of issue of Purchase order valid for a period of 90 days ,beyond the completion of guarantee period (Cl. No.12). The BG should be strictly as per proforma enclosed . The confirmation letter of the concerned Bank should be sent along with the Bank Guarantee for approval. In the event of any breach of or default in all or any of the conditions set forth and provided in this purchase order, the purchaser may forfeit the whole amount of the Bank Guarantee. The forfeiture of the said Bank Guarantee shall not in any way effect, limit or extinguish any remedy or relief to which the above authority may at any time be lawfully entitled
14. Price: -
  - (i) The prices quoted will be firm . Bids will be called for with prices FADS (Free At Destination Stores) inclusive of packing & forwarding, Excise Duty, Educational Cess, VAT/Sales Tax, Freight, Entry Tax and other legally permissible duties & levies wherever applicable, handling charges to cover the transport by Road from destination Railway Station to site/ stores, unloading at destination & insurance (assumed insurance premium) for comparison.
  - (ii) Even though composite price is given the break-up for all duties, taxes, freight, insurance, packing & forwarding etc. will be furnished.

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- (iii) It is the responsibility of the bidder to inform himself of the correct rates duties & taxes leviable on the materials at the time of bidding.
15. TAXES & DUTIES:-
- (i) A bidder will be entirely responsible for quoting the correct taxes & duties, other local taxes or levies if any, license fees etc, he has to incur until completion of the contract. For the purpose of evaluation the bidder should clearly indicate the Excise duty, Sales tax/ VAT and any other taxes & levies payable in the respective columns.
- (ii) If the rates of statutory levies assumed by the bidder are less than the actual rates prevailing at the time of bidding, the purchaser will not be responsible for such errors. If the rates of statutory levies assumed by the bidder are later proved to be higher than the actual/ correct rates prevailing at the time of bidding, the difference will be passed on to the credit of the purchaser.
16. PAYMENT: - (i) 100% payment will be made within 45 days on receipt of materials in good condition and verification thereof subject to inspection of materials and submission of manufacturing Test Certificate and Guarantee Certificate & 10 % Composite Performance Bank Guarantee and approval thereof or submission of bills which ever is later.
- (ii) Alternately :- In case of non-submission of Performance Bank Guarantee, 90% payment will be made within 45 days on receipt of materials in good condition and verification thereof subject to inspection of materials and approval of manufacturing Test Certificate & Guarantee Certificate or submission of bills which ever is later.
- The balance 10% payment will be paid after expiry of the Guarantee period.
17. Penalty For delay in completion of contract: - If the supplier shall fail to deliver the materials / equipments within the delivery scheduled specified in the Contract or any extension granted thereto the purchase shall recover from the supplier penalty for sum of 0.5% (half percent) of the contract price of the undelivered equipments for calendar week of delay or part thereof. For the purpose the date of delivery, the total amount of penalty shall not exceed 5% of the basic price of the units so delayed. Undelivered parts/ attachments shall not consider as whole. Delay if, any making it whole, penalty shall be levied..
18. Free Replacement :- Free replacement after loss of materials during the transit shall be made by the Suppliers immediately on receipt of information from the Consignee without waiting for settlement of their claim with Transport agency or Insurance Companies.
19. Insurance :- As the prices of the materials are to be quoted for delivery of destination by Road Transport / Railways, the Goods in transit may be insured with the Suppliers own Insurance underwriter at their cost and risk. This office will not any way be responsible for any trouble that may arise on this account with the Insurance underwriter. However necessary Shortage or

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- Breakage Certificate will be made available to the Supplier by the Consignee so on after receipt of the same from the Carriers.
20. Payment due from the Contractor: - All costs and damages for which the Supplier is liable to the Purchaser will be deducted by the Purchaser from any money due to the Supplier under the contract.
  21. Jurisdiction of the High Court of Odisha: - Suits if any arising out of this contract shall be filed by either party in a Court of Law to which the jurisdiction of High Court of Orissa extends.
  22. Certificate to Exemption from Excise Duty: - Offers with exemption from the Excise Duty shall be accompanied with authenticated document for such exemption. Photostat copy of Exemption Certificate has to be attached in support of this clause.
  23. Deviation from Specification :- It is the interest of the Tenderers to study the Specification specified in the Tender Schedule thoroughly before tendering so that if any deviation are made by the Tenderers, the same are prominently brought out with design/drawing.
  24. Right to Reject / Accept any Tender :- The purchaser reserves the right either to reject / accept any or all of Tenders. Orders may also split up between different tenderers on individual merits of the Tenders. The purchaser has exclusive right to alter the quantities of the materials at the time of placing final purchase order. It may be clearly understood by the Tenderer that Purchaser need not assign any reason for the above action.
  25. Supplier Responsibility :- Notwithstanding any thing mentioned in the specification or subsequent approval or acceptance of the Purchaser, the ultimate responsibility for design materials used and satisfactory performance shall rest with the Tenderers.
  26. Validity: - Prices and conditions of the sale of the offer should be valid for a period of 365 days from the date of opening of the tender failing, which the tenders shall be rejected. A bid valid for a shorter period will be rejected.
  27. Languages and Measures: - All documents pertaining to the contract including Specification, Schedules, Notices, Correspondences, Operation and Maintenance Instructions, Drawings or any other Writing shall be written in English Language in computerized or typing only. No handwritings are allowed.. The metric system of measurements shall be used exclusively in this contract.
  28. Correspondence: - Any notice to the Supplier under the terms of the Contract shall be served by the Registered Mail or by Hand at the Suppliers principal place business.  
Any notice to the Purchaser shall be served at the Purchaser principal office in the same manner.

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29. Enclosures :- The following schedules and proformas are enclosed to this specification.
30. Instruction :- The supplier shall treat the details of the specification and other tender documents as Private and Confidential and they shall not be re- produced without written consent from the Purchaser.
31. Out Right Rejection of Tenders :- Tenders shall be rejected out right with the following conditions.
  - (i) Tenderers without NESCO tender document.
  - (ii) Non-submission of tender in person or by Registered Post with A.D.
  - (iii) Telegraphic submission of tender.
  - (iv) Tenders not accompanied by prescribed earnest money deposit. (v) Offer price of the tender for less than 365 days.
  - (vi) Non- compliance of our stipulated terms & conditions.

NOTE :-

1. If required Specific samples should be verified at Stores, Balasore for finalization of tender.
2. The material when ordered should be dispatched to the Stores Balasore/ Jajpur by Road Transport.
3. The undersigned reserves the right to reduce or increase the quantity at time of placing orders and the right to reject any or all quotations without assigning any reason thereof.

General Manager (Works)  
NESCO,Balasore

NORTH EASTERN ELECTRICITY SUPPLY COMPANY OF ODISHA LIMITED

PERFORMANCE SECURITY FORM

To

GM (Works)  
NESCO, Balasore

WHEREAS ..... (Name of Supplier) hereinafter called "supplier" has undertaken, in pursuance of Contract / Purchase Order No. .... dtd. .... to supply ..... (description of materials / equipment and services), herein after called "Contract".

AND WHEREAS it has been stipulated by you in the said contract that the supplier will furnish you with a Bank Guarantee by a scheduled bank for the sum equivalent to 10% (ten percent) of the contract value as security for compliance with the suppliers performance obligations in accordance with the contract.

AND WHEREAS on the request of the supplier, we ..... (Name, Branch and Address of the issuing bank) having our registered office at ..... hereinafter called the Banker have agreed to issue the said Bank Guarantee on behalf of the supplier towards security for performance of the contract.

THEREFORE WE hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total sum of Rs. .... (amount of the guarantee in figures and words) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of ..... ((amount of the guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... with an additional claim period of three months ending on the ..... day of .....

Signature and Seal of the Bank

Witnessed by

Date .....

Signature, Name & Address

Address .....

NOTE : This should be executed on a Non Judicial Stamp Paper worth Rs. 50/- purchased in the name of the issuing bank.