



**North Eastern Electricity Supply Company of Odisha Limited**

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**TENDER SPECIFICATION FOR PROCUREMENT**

**OF**

**GROUP-A : DISTRIBUTION TRANSFORMER**

**GROUP-B : LT XLPE AB CABLE**

***FOR***

***WORK UNDER DESI SCHEME***

**TENDER NOTICE NO- NESCO/DESI/ 21/11366**

**Date: 23.08.13**

- 1. DATE OF OPENING OF TENDER: Dt.16.09.13**
- 2. TIME: 3.30 PM**
- 3. PLACE: Corporate Office, NESCO, Januganj, Balasore – 756019**

**North Eastern Electricity Supply Company of Odisha Ltd.**

**(NESCO)**

**Corporate Office:**

**Januganj, Balasore – 756019, Odisha**

**Ph. No. 06782-269864, Fax: 06782-263259, Email-purchase@nescoorissa.com**

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**TENDER NOTICE NO: NESCO/DESI /21/11366      Date: 23.08.2013**

**Material Name: Distribution Transformers, LT XLPE AB Cable**

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**North Eastern Electricity Supply Company of Odisha Ltd. (NESCO)**

**Corporate Office:**

**Januganj, Balasore – 756019, Odisha**

**Ph. No. 06782-269864, Fax: 06782-263259, Email-purchase@nescoorissa.com**

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**TENDER NOTICE**

**Tender Notice No- NESCO/DESI / 21/11366**

**Date: 23.08.13**

For and on behalf of the North Eastern Electricity Supply Company of Odisha Ltd. (NESCO) the undersigned invites sealed tenders in duplicate on two part bidding system from the eligible Manufacturers, who comply to the terms and conditions for the supply of following materials superscribing the Tender Specification No., Name of the material & date of opening (as mentioned in the specifications).

The tender papers can be had from the undersigned at the above address on payment of the cost of Tender Paper indicated below in shape of Account Payee Bank Draft drawn on any Public Sector Bank in favour of the North Eastern Electricity Supply Company of Odisha Ltd. payable at Balasore. The cost of tender paper is non-refundable.

**SCHEDULE OF MATERIALS TENDERED:**

<b>Group</b>	<b>Name of Materials</b>	<b>Rating</b>	<b>Unit</b>	<b>Quantity</b>	<b>Cost of Tender Paper (Rs)</b>	<b>EMD (Rs)</b>
<b>A</b>	Distribution Transformers	11/0.4 KV, 63 KVA, Al. wound (3 Star Rated)	No	<b>224</b>	10,000.00+ VAT 5% =10,500.00	Rs.3,00,000/- (Three Lakhs Only)
		11/0.4 KV, 100 KVA ,Al wound (3 Star Rated)	No	<b>40</b>		
<b>B</b>	LT XLPE AB Cable	3x50+1x35+1x16 mm <sup>2</sup>	Km	<b>780</b>	10,000.00+ VAT 5% =10,500.00	Rs.14,00,000/- (Fourteen Lakhs Only)

**TIME SCHEDULES:-**

1	Last Date & Time for selling of tender papers	Dt.16.09.13 up to 11.30AM
2	Last Date & Time for submission of Tender	Dt.16.09.13 up to 1.30 PM
3	Date & Time for Opening of Tender(Techno-Commercial Bid)	Dt.16.09.13 at 3.30 PM
4	Date & Time for Opening of Tender(Price Bid)	Dt.30.09.13 at 11.00AM (tentative)

The intending bidders can also download the tender document from our website [www.nescoorissa.com](http://www.nescoorissa.com). However the bidder has to furnish a Account Payee Bank Draft drawn on any Nationalized/Scheduled Bank in favour of the North Eastern Electricity Supply Company of Odisha Ltd. payable at Balasore for the cost of the Tender Paper indicated above, along with his bid, failing of which the bid will be rejected outright. In the event of any specified date for the sale, submission or opening of bids being declared as holiday for NESCO, the bids will be sold / received / opened up at the appointed time on the next working day. NESCO also reserves the right to accept or reject any or all tenders without assigning any reason thereof, if the situation so warrants.

For detail Tender Specification & Terms and Conditions, please visit our website [www.nescoorissa.com](http://www.nescoorissa.com),

**General Manager (Procurement & Contracts)**  
NESCO, Balasore, Odisha

# **SECTION – I**

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

**FOR SUPPLY OF**

**Group- A: Distribution Transformers**

**Group-B: LT XLPE AB Cable**

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

### **(COMPETITIVE BIDDING)**

**Tender Notice No- NESCO/DESI /21/11366**

**Date:23.09.13**

#### **SECTION –I**

- 1.0 For and on behalf of the NESCO, the undersigned invites bids under two part bidding system in sealed cover in duplicate duly superscribed with tender Notice no- NESCO/DESI /21/11366 Date:23.09.13, from the reputed manufacturers only for **design, manufacture, supply, type testing, inspection, loading at factory, transportation to & unloading at site / stores including guaranteed obligation for supply of Gr. A) 11/0.4 KV 63KVA ,100 KVA Al. wound (3 Star Rated), Gr. B) LT XLPE AB Cable**
- 2.0 **Submission of the Bids:**
- 2.1 The Bidders are required to submit a detailed and comprehensive bid, consisting of Technical and Commercial Proposal and conditions / schedule of non-compliance, if any. The submission of the Bids shall be in the manner specified in the instruction to Bidders. The due date of submission shall be **dt.16.09.13 up-to 1.30 PM.**
- 3.0 NESCO will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and delivery of bids.
- 3.1 NESCO reserves the right to cancel, postpone, withdraw the invitation for Bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision if the situation so warrants.

#### **4.0 E.M.D & TIME SCHEDULES:**

<b>Description</b>	<b>Date</b>
Opening of Tenders (Technical)	Dt.16.09.13 at 3.30PM
Schedule of the delivery	<b>90 days</b> from the date of issue of Purchase Order
Cost of Tender Paper (Non-Refundable)	Rs. 10,500.00 (Rupees ten thousand five hundred only) separately for each group (Gr. A & Gr. B) Account Payee demand draft issued in favour of the North Eastern Electricity Supply Company of Odisha Ltd payable at Balasore
Amount of E.M.D payable	Rs 3,00,000 /-(Rupees Three lakhs Only) <b>for supply of Gr. A) i.e 11/0.4 KV 63KVA &amp; 100 KVA Al. wound (3 Star Rated) Distribution Transformers and EMD</b> Rs 14,00,000 /-(Rupees Fourteen lakhs Only ) <b>for supply Gr. B) i.e LT XLPE AB Cable</b> in shape of Demand Draft/ Bank Guarantee (from any nationalized/ scheduled bank in favour of NESCO Ltd., Balasore.

*Note: NESCO may re-schedule the due date of delivery as per their requirement.*

**5.0 ELIGIBILITY CRITERIA :**

- 5.1 The Bidder should have minimum annual turnover of Rs 3 crore (Rupees Three crore only during all of the last 3 Financial years (FY 09-10, FY10-11, FY 11-12).
- 5.2 The bidders must submit the audited Balance Sheet and Profit and Loss Account and Tax Audit Report done by a CA or firm of CAs for last three financial years as mentioned above.
- 5.3 The bid should be accompanied with valid CST, VAT, TIN ,PAN registration copies.

**6.0 QUALIFICATION OF BIDDERS:**

**6.1 Criteria for qualification :**

**6.1.1. Technical:**

- a) The bidder should be a manufacturer of **Distribution Transformers (3 Star Rated) , LT XLPE AB Cable of above ratings** for which he submits his offer.
- b) The bidder has to quote at least **50%** of the tendered quantity of the material covered under this notification. The bidder should have supplied Distribution Transformers (3 Star Rated), & LT XLPE AB Cable of same ratings or higher voltage ratings minimum **100 %** of the quoted/offered quantity during any one of the financial year out of the immediate past three financial years. Bidders shall submit self attested copies of P.O.'s executed successfully for the relevant years and abstract thereof to prove the quantity as supplied.
- c) The bid shall be accompanied by user's certificate from any Distribution Utility/ Reputed Private Organization/ State Govt./ Central Govt. or their undertaking(s) in support of satisfactory performance of their above materials supplied earlier to them.
- d) The offered materials should have been type-tested at CPRI/ NABL accredited laboratory. The bid shall accompany with type-test reports conducted at Central Power Research Institute / NABL accredited laboratory for the offered materials conducted within five years before the date of opening of the tender. **Bids not accompanied with type test reports conducted within five years & the drawings of the offered Materials duly approved by the Type Testing Agency shall not be considered for evaluation.**
- e) NESCO reserves the right to waive minor deviation, if they do not materially effect the capacity of the bidder to perform the contract.
- f) The bidders who have earlier failed to execute the Purchase Order(s) of NESCO/WESCO/SOUTHCO and or blacklisted by any of the distribution Utility shall not be eligible to participate in this tender.

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

**GM(P&C)  
Corporate Office, NESCO,  
Januganj, Balasore, Odisha  
website [www.nescoorissa.com](http://www.nescoorissa.com)**

**General Manager (P&C)  
NESCO, Balasore, Odisha**

# **SECTION –II**

## **INSTRUCTION TO BIDDERS (ITB)**



## SECTION –II

### INSTRUCTION TO BIDDERS (ITB)

#### 1. SOURCE OF FUNDS:

- 1.1 NESCO hereinafter referred to as the “**Purchaser**” is desirous of procurement of materials **FOR WORK UNDER DESI SCHEME** from the funding of Govt. of Odisha & NESCO.

#### 2. SCOPE OF WORK:

- 2.1 The scope of work in brief shall include design, manufacture, type testing, inspection, supply, loading at factory, transportation to site / stores, unloading at site/stores including guaranteed obligation of complete supply of materials in conformity to the technical specification enclosed herewith in **Section – IV (A,B,C,D)** .

#### 3. DISCLAIMER:

- 3.1 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.2 Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply / provision of Services for the Project.
- 3.3 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy him self that documents are complete in all respects. Intimation of any discrepancy/ doubt shall be sent to the Purchaser address for speedy response.
- 3.4 This document and the information contained herein are **Strictly Confidential** and are for use of only the person (s) to whom it is issued/ downloaded from the website. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors).

#### 4. COST OF BIDDING:

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and **Purchaser** will in no case be responsible or liable for those costs.

#### 5. BIDDING DOCUMENTS:

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

- |   |   |              |
|---|---|--------------|
| (a) Invitation of Bids (IFB)                        | - | Section –I   |
| (b) Instruction to Bidders (ITB)                    | - | Section –II  |
| (c) General Terms and Conditions of Contract (GTCC) | - | Section –III |
| (d) Technical Specification                         | - | Section –IV  |
| (e) List of Annexure                                | - | Section –V   |

- 5.2 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required in the Bidding

documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will / may result in the rejection of the Bid.

6. **AMENDMENT OF BIDDING DOCUMENTS:**

6.1 At any time prior to the deadline for submission of Bids, the **Purchaser** may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by way of issuing an addendum.

6.2 The Amendment/ Addendum shall be part of the Bidding Documents, pursuant to Clause 6.1, and it will be binding on the bidders.

6.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing of their Bids, the **Purchaser** may, at its discretion, extend the deadline for the submission of Bids.

7. **LANGUAGE OF BID:**

The Bid, prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the **Purchaser**, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that the literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

8. **DOCUMENTS COMPRISING THE BID:**

8.1 **The Bid prepared and submitted by the Bidder shall comprise of two parts i.e. PART-I (Techno-Commercial Bid), & PART-II (Price Bid) for each group (Gr.A & Gr.B) separately.**

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

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

(b) Requisite Earnest Money Deposit (E.M.D) as per clause No. 4 of Section –I, IFB in a separate envelop superscribed as **“EMD” failing which the bid may be treated non-responsive.**

(i) Self attested copies of Purchase Orders executed in last 3 Years.

(ii) Self attested copies of Performance Certificates / Successful contract completion Certificates from the buyers preferably from Electricity Distribution Utilities / Government Organizations.

(iii) Type Test Reports from CPRI or NABL Accredited Testing Laboratory for the offered equipments along with the copies of drawings duly approved by the Type Testing Agency for the tests conducted not before 5 years from the date of opening of Bids.

(iv) Copies of Profit & Loss Accounts & Audited Balance sheet indicating Turnover for best 3 financial years out of last 5 financial years.

(c) Power of Attorney / Board resolution indicating that the person(s) signing the Bid have the authority to sign the Bid and as such the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 14.

(d) Requisite **Cost of Tender Document as per clause 4 of Section –I, IFB** in shape of account payee Bank draft from a Nationalized/Scheduled Bank in favour of “The North Eastern Electricity Supply Company of Odisha Ltd.” Payable at Balasore is to be

enclosed along with the Bid, if the document is downloaded from our web-site.

Or else, the Original Copy of Money Receipt for the payment made towards the cost of Tender Document is to be enclosed along with Bid, if the document is directly purchased from our Cash Counter at our Regd. Office.

**(B) PART-II (Price Bid):**

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

(This shall be submitted in a **double sealed envelop separately duly superscribed as “Price Bid”**)

**9. SUBMISSION OF BID :**

9.1 The Bidder shall complete and submit the Bid Document in duplicate enclosing all documents at clause “8” above in two sealed envelopes for Original & Duplicate separately for each Group A & B , superscribing the Tender Notice No....., Date ..., Group ..... Date of Opening..... & Description of Material .

**9.2 E.M.D:**

9.2.1 The bidder shall submit E.M.D as a part of the bid in the prescribed manner for the amount mentioned in Clause No.4 of Section –I.

9.2.2 The E.M.D is required to protect the Purchaser against the risk of bidder’s conduct, which would warrant the security’s forfeiture.

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

**A/C payee demand draft in favour of North Eastern Electricity Supply Company of Odisha Ltd. issued by a Nationalized/Scheduled Bank payable at Balasore.**

**OR**

**Bank Guarantee in favour of “North Eastern Electricity Supply Company of Odisha Ltd.” issued by a Nationalized/Scheduled bank encashable at local branch at Balasore only. The BG shall be strictly as per the format enclosed at Section – V, Annexure –VIII(A). The BG should be valid for 30 days beyond the bid validity period & NB: In case of any deficiency such as the ownership of the security bond (other than the issuing bank), deviation from the approved format, absence of signature of witness etc. found in the EMD Bank Guarantee, the same shall be liable for rejection upfront. The bidder will not be given any chance to rectify the same.**

9.2.4 Unsuccessful bidder’s E.M.D shall be refunded back as promptly as possible, but not later than thirty (30) days after the expiry of the period of bid validity. The successful bidder’s E.M.D shall be discharged upon furnishing of the performance security.

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

- 1) If the bidder withdraws bid during the period of bid validity specified by the bidder in the bid form.
- 2) In case the successful bidder fails to sign the contract in specified time and / or fails to submit the requisite performance Bank guarantee.
- 3) In case of failure to supply the materials / equipment during the contractual delivery period.

10.0 **BID PRICE:**

10.1 Bidders have to quote for the entire quantity of materials/equipment covered under this specification strictly as per the enclosed format in Section –V. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, testing, inspection, Transportation to site/stores, all in accordance with the requirement of Tender Documents. **The Bidder shall complete the appropriate Price Schedules enclosed herein at Annexure – V, stating the Unit Price for each item, all other livable taxes & duties, freight & insurance separately and thereby arriving at the total amount.**

10.2 In case there is any increase in the number of units as compared to those mentioned in the IFB, the Contract Price shall be subject to increase proportionately on pro-rata basis.

10.3 The Price offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during implementation of the contract. If the Bidder is exempted from Excise duties, Concession in the Sales tax, levy of entry tax, same should be clearly mentioned supported with documentary evidence.

10.4 Prices quoted by the Bidder shall be **"Firm"** and not subject to any price adjustment during the performance of the Contract. **A Bid submitted with variable Price or an adjustable price clause shall be treated as non-responsive and rejected out rightly.**

11. **CONTRACT PRICE:**

11.1 The Ex-Works Prices quoted for the Contract shall remain FIRM as per the above Parameters and Purchaser shall not compensate Bidder for any variations. However any variation in the taxes & duties within the schedule date of delivery shall be borne by the Purchaser, else the same shall be borne by the bidder.

11.2 In case the Purchaser, revise the scope of woks, bidders shall be compensated based on the Unit Rate (Ex-Works) agreed upon before Order placement or as per mutually acceptable rates.

12. **BID CURRENCIES:**

12.1 Prices shall be quoted in Indian Rupees Only.

13. **DOCUMENTS ESTABLISHING CONFORMITY TO THE BIDDING DOCUMENTS:**

13.1 The bidder shall confirm by documentary evidence of the Good's conformity to the Bidding Documents by submitting materials/equipment data sheets.

14. **PERIOD OF VALIDITY OF BIDS:**

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

14.2 Notwithstanding Clause 14.1 above, the **Purchaser** may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing or by Fax.

15. **ALTERNATIVE BIDS:**

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

16. **FORMAT AND SIGNING OF BID:**

- 16.1 The original Bid Form and accompanying documents (as specified in Clause 9 ), clearly marked “**Original Bid**”, plus one copy of the Techno-Commercial Proposal must be received by the **Purchaser** at the date, time and place specified pursuant to Clauses 17 and 18. The Price Bid in Original should be submitted in a separate sealed envelope marked as “**Price Bid**”. In the event of any discrepancy between the original and the copies, the original shall govern.
- 16.2 The original and the duplicate copy of the Bid shall be typed or written legibly and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Authority/ Board Resolution accompanying the Bid.
- 16.3 The Bid shall contain no interlineations, erasures, overwriting except as necessary to correct errors, made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

17. **SEALING AND MARKING OF BIDS:**

- 17.1 Bid submission: One Original, One Copy of all the Bid Documents shall be sealed and submitted to the Purchaser before the last date & time for submission of the bid.
- 17.2 The Bid proposal should be divided into two parts and should be submitted in two separate sealed envelopes, addressed to Purchaser. All the envelopes should bear the Name and Address of the Bidder and marking is made for the Original and the duplicate copy. The envelopes should be superscribed with the title of its contents, as follows:
- i) **TECHNO-COMMERCIAL BID ENVELOPE:** Shall contain the Bid Security (EMD), Cost of Tender Document, all supporting documents for qualifying requirement of this tender, duly filled in formats Abstract of General Terms & Conditions, Declaration Form, Technical Data Schedule, Technical & Commercial Deviations formats, Un-quoted blank Price Schedule etc. enclosed at Annexure I, II, IV, V, VI (A), VI (B), VII, at Section-V of this document.
  - ii) **PRICE BID ENVELOPE:** Shall contain the Price schedule duly filled in & signed as per Annexure –V at Section-V of this document. (This shall be submitted in a double sealed envelope separately.)

17.3 **The inner and outer envelopes shall:**

- a) Be addressed to the **Purchaser** at the following address:

**GM (P&C), Corporate Office: Januganj , Balasore –756019, Odisha**

Bear the Project name as: “**Design, Manufacture, Testing, Inspection and Supply of Distribution Transformers (3 Star Rated) OR LT XLPE AB Cable as per Schedule of Requirement in Section-I) – Tender Notice No. NESCO/DESI/21/11366 Dt.23.08.13 , Group - A /B . Envelops should be separate for each group.**

In addition to the above information, the outer envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “Late” pursuant to Clause 20.

- 17.4 The Bidders have the option of sending the Bids by Post/ Courier services or in person. Bids submitted by Telex/Telegram/Fax will not be accepted. No request from any Bidder to the **Purchaser** to collect the proposals from Airlines/ Cargo/Courier Agents etc. shall be entertained by the Purchaser.

18. **DEADLINE FOR SUBMISSION OF BIDS:**

18.1 The original Bid together with required copies, must be received by the **Purchaser** at the address specified in Clause 17.3 not later than **13.30 Hrs. (IST)** on/before the due date as indicated in the invitation for bids.

18.2 The **Purchaser** may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. **ONE BID PER BIDDER:**

19.1 Each Bidder shall submit only one Bid by himself. A Bidder, who submits more than one Bid for the same item, will cause all those Bids to be rejected out rightly.

20. **LATE BIDS:**

20.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 18, will be declared "Late" and will be rejected out rightly and will be returned unopened to the Bidder.

21. **MODIFICATION AND WITHDRAWAL OF BIDS:**

21.1 The Bidder may modify or withdraw his Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the **Purchaser** prior to the deadline prescribed for submission of Bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 17 & 18. A withdrawal notice may be sent by fax but must be followed by an original signed confirmation copy.

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

21.4 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid form as per clause 14.

22.0 **EVALUATION OF BID:**

22.1 **PROCESS TO BE CONFIDENTIAL:**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

23. **CLARIFICATION OF BIDS:**

To assist in the examination, evaluation and comparison of Bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

24. **PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS:**

- 24.1 Purchaser will examine the Bids to determine whether they are complete, whether any computational error have been made , whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the total amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 24.3 Prior to the detailed evaluation, pursuant to Clause 25, the **Purchaser** will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the materials offered, pursuant to Clause 13. Substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.
- 24.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and will not subsequently allowed to be made responsive by the Bidder by correction of the non – conformity.

25 **EVALUATION AND COMPARISON OF BIDS:**

- 25.1 The evaluation of Bids shall be done basing on the delivered cost competitiveness basis for each item separately.
- 25.2 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes:

In the first stage, the Bids would be subjected to a responsiveness check as detailed in the clause 24. The Technical Proposals and the Commercial terms & conditions of the Bidders would be evaluated and discussed as per clause 26 of this document.

Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids submitted prior to final evaluation shall be considered.

- 25.3 **The Purchaser’s evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:**

- a) **Delivery Schedule:**
- b) **Deviations from Bidding Documents as mentioned in Non-Compliance Schedule.**
- c) **Past performance and capability to execute the contract.**
- d) **Type test reports from CPRI/ NABL Accredited Laboratories.**

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents. The Cost of all quantifiable deviations and omissions from the specification, terms and conditions, specified in Bidding Documents shall be evaluated. The Purchaser will make his own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

**AWARD OF CONTRACT:**

- 26.0 In normal circumstances the Purchaser will generally award the Contract to the successful

Bidder whose Bid has been determined to be the lowest evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily. The purchaser reserves the right to distribute the tender quantity among the qualified bidders at the lowest price.

**26.1 CONTACTING THE PURCHASER:**

- 26.1.1 From the time between Bid opening to award of contract, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, he should do so in writing.
- 26.1.2 Any effort by a Bidder to influence the Purchaser and / or in the Purchaser's decisions in respect of Bid evaluation, Bid comparison or Contract of Award, will result in the rejection of the Bidder's Bid.

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

- 26.2.1 The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the grounds for the Purchaser's action.
- 26.2.2 In the interest of work, the Purchaser reserves the right to relax any terms and conditions without affecting the quality & price of the equipments.
- 26.3 The Purchaser will award the Contract to the successful Bidder whose Bid has been determined to be the lowest- evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily. The Purchaser at its option/ discretion may split the total quantity to be supplied between two or more Techno-Commercially responsive Bidders in case of the bid prices are same and early delivery is required by the purchaser.

**26.4 THE PURCHASER'S RIGHT TO VARY QUANTITIES:**

The Purchaser reserves the right to vary the quantity i.e. increase or decrease the number of materials without any change in terms and conditions at the time of placing the orders or during the execution of the Contract.

**26.5 LETTER OF INTENT / NOTIFICATION OF AWARD:**

- 26.5.1 The letter of intent / Notification of Award shall be issued to the successful Bidder(s) whose bid(s) have been considered responsive, techno-commercially acceptable and evaluated to be the Lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance to it **within 3 days** of issue of the letter of intent / Notification of Award by Purchaser.

**27.0 PERFORMANCE SECURITY:**

- 27.1 Within 10 days of the receipt of Notification of Award / Letter of Intent from the Purchaser, the successful Bidder shall furnish the Performance Security in the form of Bank Guarantee executed on non-judicial stamp paper worth Rs.100/- (Rupees One hundred only) issued by a Public Sector Bank in favour of the Purchaser encashable at Balasore only for an amount of 10% (ten percent) of the Contract Price in accordance with the General Conditions of Contract in the Performance Security Form provided in Section –V of Bidding Documents. The Bank Guarantee shall be valid for a period not less than 90 days over and above the guarantee period.



28. **CORRUPT OR FRAUDULENT PRACTICE:**

28.1 The Purchaser requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Purchaser:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “Corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/ or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
  - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice amount Bidders (prior to or after Bid submission ) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- b) Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- c) Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an contract if he at any time determines that the firm is engaged in corrupt or fraudulent practice in competing for, or in executing, the Contract.

28.2 Further more, Bidders shall be aware of the provision stated in the General Terms and Conditions of Contract.

29.0. **LITIGATION HISTORY:**

The Bidder should provide accurate information on any litigation or arbitration resulting on contracts completed or under execution by him over the last three (3) years. A consistent history of awards involving litigation against the Bidder or any Partner of the joint venture/Consortium may result in disqualification of Bid.

# **SECTION –III**

## **GENERAL TERMS AND CONDITIONS OF CONTRACT (GTCC)**

**SECTION – III**  
**GENERAL TRMS AND CONDITIONS OF CONTRACT (GTCC)**

**1.0 GENERAL INSTRUCTIONS:**

- 1.01 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.02 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case shall be responsible or liable for these costs.
- 1.03 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred / sold to the other party.
- 1.04 The Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser, the data in support of Tender requirement is incomplete.
- 1.05 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or Submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.

**2.0 DEFINITION OF TERMS:**

- 2.01 NESCO shall mean **the “Purchaser”** on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.02 “Bidder” shall mean the firm who quotes against this bid document issued by the Purchaser. “Contractor / Seller” shall mean the successful Bidder(s) whose bid has been accepted by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns.
- 2.03 “Site” shall mean the Electricity Distribution Area of the **Purchaser**.
- 2.04 “Specification” shall mean collectively all the terms and stipulations contained in those portions of this bid document known as Instruction to Bidder, Bid form and other forms as per Section –V, General Conditions of Contract, Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05 “Letter of Intent” shall mean the official notice issued by the Purchaser notifying the Contractor that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The “Letter of Intent” issued by the Purchaser shall be binding on the “Contractor”. The date of detailed Purchase Order shall be taken as the effective date of the commencement of contract.
- 2.06 “Month” shall mean the calendar month and “Day” shall mean the calendar day.
- 2.07 “Codes and Standards” shall mean all the applicable codes and standards as indicated in the Technical Specification.
- 2.08 “Offer Sheet” shall mean Bidder's firm offer submitted to Purchaser in accordance with the specification.
- 2.09 “Contract” shall mean the “Detailed Purchase Order” issued by the Purchaser.
- 2.10 “Contract Price” shall mean the Price referred to in the “Detailed Purchase Order”.
- 2.11 “Contract Period” shall mean the period during which the “Contract” shall be executed as agreed between the Contractor and the Purchaser in the Contract inclusive of extended contract period for reasons beyond the control of the Contractor and / or Purchaser due to force majeure.
- 2.12 “Goods/Materials” shall mean all items to be supplied under Purchase Order whether raw materials, processes materials, equipment, fabricated Materials, drawings or other documents etc. as applicable.
- 2.13 “Store” shall mean the Purchaser's Store as given in the tender document.

2.14 “Project / Unit” shall mean supply of Materials as per enclosed technical specification.

### 3.0 **CONTRACT DOCUMENTS & PRIORITY:**

3.01 Contract Documents: The Specification, terms and conditions of the contract shall consist solely of these Tender conditions and offer sheet.

3.02 Priority: Should there be any discrepancy between any terms hereto and any term of the offer sheet, the terms of this tender document shall prevail.

### 4.0 **SCOPE OF WORK:**

4.01 The “Scope of Work” shall be on the basis of Bidder’s responsibility, completely covering the obligations, responsibility and workmanship, provided in this Bid Enquiry whether implicit or explicit.

4.02 The Purchaser reserves the right to vary the quantity i.e increase or decrease, at the time of placing order or during project execution.

4.03 All relevant drawings, data and instruction manuals and other necessary inputs shall be under the scope of contract.

### 5.0 **GENERAL REQUIREMENTS:**

5.01 The seller shall supply, deliver best quality Goods/Materials/Equipments & conduct the testing at their works of highest standards.

6.0 The seller shall be responsible & shall comply with the provisions of all statutory acts i.e Electricity Act 2003, Indian Electricity Rules 1956, Income Tax Act-1961 etc.

### 7.0 **INSPECTION & TESTING:**

- i) The Purchaser’s representative shall be entitled at all reasonable times during manufacture to inspect examine and test on the Contractor’s premises the materials and workman-ship of all equipment to be supplied under this contract and if part of the said equipment is being manufactured else where in any Sub-Contractor’s premises, the Contractor shall obtain for the Purchaser’s representative, permission to inspect, examine and test as if the equipment were being manufactured on the Contractor’s premises. Such inspection, examination and testing shall not release the Contractor from his obligations under the contract.
- ii) The Contractor shall give to the Purchaser adequate time/ notice (minimum of two weeks time) in writing for inspection of materials indicating the place at which the equipment is ready for testing and inspection and shall also furnish the Routine Test Certificates and Packing List along with offer for inspection to the Purchaser indicating the quantity which can be delivered in full truck load / Mini truck load to facilitate issue of dispatch instruction.
- iii) Where the contract provides for test on the Premises of the Contractor or of any of his Sub-Contractors, the Contractor shall provide such assistance, labour, materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the Purchaser’s representative to carry out such tests efficiently. The Contractor is required to produce Shop Routine Test Certificates before offering their materials for inspection.
- iv) After completion of the tests as indicated above, the Purchaser’s representative shall forward the test results to the Purchaser. If the test results confirm to the specific standard, the Purchaser shall approve the test results and communicate the same to the Contractor in writing. The Contractor shall provide atleast three copies of the test certificates to the Purchaser.
- v) The Purchaser shall engage Third Party Independent Evaluation Agency(TPIEA) either independently or jointly with the authorized representative of NESCO Conducting Inspection & testing of Ordered materials/ equipments at different stages as required by NESCO.
- vi) The Purchaser at its discretion may re-test the Materials/Equipment at its own laboratory or laboratory of his choice for reconfirmation of the test results, particularly no load losses, load

8.0 **TRAINING FACILITIES :**

The Contractor shall provide all possible facilities for training of Purchaser's Technical personnel, when deputed by the Purchaser for acquiring first hand knowledge in assembly of the equipment and for its proper operation and maintenance in service.

9.0 **REJECTION OF MATERIALS:**

In the event, any of the materials / equipment supplied by the Contractor is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the materials / equipment or ask the Contractor in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective materials/equipment free of cost to the Purchaser. If the Contractor fails to do so, the Purchaser may :-

- a) At its option replace or rectify such defective materials/equipment and recover the extra costs so involved from the Contractor plus (15%) fifteen percent and / or.
- b) Terminate the contract for balance work / supplies with enforcement of penalty Clause as per contract for the un-delivered materials and with forfeiture of Performance Guarantee/ Composite Bank Guarantee.
- c) Acquire the defective equipment / materials at reduced price considered equitable under the circumstances.

10.0 **EXPERIENCE OF BIDDERS :**

10.1 The bidder(s) should furnish information regarding experience particularly on the following points :

- i) Name of the manufacturer :
- ii) Standing of the firm for manufacture of equipment/material quoted :
- iii) Description of materials/equipment supplied during the last 3 (three) years with the name (s) of the party (s) to whom supplies were made.
- iv) Testing facilities at manufacturer's work with copies of calibrated certificates of the major testing equipment.
- v) If the manufacturer is having collaboration with other firm(s), details regarding the same:
- vi) A list of Purchase orders, executed during the last three years along with user's certificate and copies of Purchase orders.

10.2 Bids may not be considered if the past manufacturing experience is found to be un-satisfactory as mentioned under clause -6 of the IFB

11.0 **LANGUAGE AND MEASURES :**

All documents pertaining to the contract including Specifications, Schedule, Notice, Correspondence, Operating & Maintenance instructions, Drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

12.0 **DEVIATION FROM SPECIFICATION :**

It is in the interest of the Bidders to study the Specification, drawing etc. specified in the tender document thoroughly before tendering so that, if any deviations are made by the Bidders, the same are prominently brought out on a separate sheet in the Technical & Commercial Deviation Formats enclosed at Annexure VI (A) & VI (B) in this document. Deviation mentioned in any other format or any other part of the offer document shall not be considered as a deviation & in such case it will be presumed that the bidder has accepted all the conditions, stipulated in the tender Specification, notwithstanding any exemptions mentioned therein.

13.0 **PRICE BASIS:**

- 13.01(a) Bidder shall quote “**FIRM**” price.  
The breakup of prices shall indicate all types of Taxes, Duties and other Levies of whatsoever nature indicated separately and clearly, Packing & forwarding, transportation to site/store including transit insurances and entry tax etc. Exemption from any duties/taxes, if any, shall be supported with relevant documentary evidence.
- (b) The above Prices shall also include loading at factory site & unloading at Purchaser’s site/stores. Price evaluation will be based on total landing cost, taking into account all taxes and duties.
- (c) CST / VAT clearance certificate, Copy of PAN card.

14.0 **TERMS OF PAYMENT:**

100% value of each consignment will be paid within 45 days of receipt of materials in good conditions at stores/ desired destination and verification there of subject to approval of the Guarantee certificates & Test Certificates and submission & acceptance of Performance Bank Guarantee equivalent to 10 % of Total Contract Price on non-judicial stamp paper worth Rs.100in the prescribed format from a Public Sector Bank encashable at Balasore only.

Or else an equivalent amount of 10 % of the Total Contract Price shall be deducted from the invoice of the first consignment & the same shall be refunded after submission and approval of the required Performance Bank Guarantee or expiry of Guarantee Period whichever is earlier.

15.0 **PRICE VALIDITY:**

15.01 All bids submitted shall remain valid, firm and subject to unconditional acceptance by Purchaser for **180 days** post bid date. For award of Contract, the prices shall remain valid and firm till contract completion.

16.0 **GUARANTEE:**

16.01 **The bidder shall guarantee for satisfactory performance of the equipments/materials for a minimum period of i) 24 months from the date of Commissioning or 30 months from the date of receipt of last consignment for all items, whichever is earlier. In the event of any defect in the equipment/ materials arising out of faulty design, inferior quality of raw material used or bad workmanship within the guarantee period, the Seller shall guarantee to replace/ repair to the satisfaction of the Purchaser the defective equipments free of cost. Should however, the manufacturer fails to do so within a reasonable time, the Purchaser reserves the right to recover the amount from the seller either from the bills pending or may recover from the Performance Guarantee submitted by the firm. Seller shall give a Performance Bank Guarantee in favour of the Purchaser for 10% of the order value valid for 90 days over and above the guarantee obligation of 30 months.**

16.02 If during the defect liability period any services performed found to be defective, these shall be promptly rectified by seller at its own cost (including the cost of dismantling and reinstallation) on the instruction of Purchaser.

17.0 **RELEASE:**

The seller’s Performance Bank Guarantees / Assignable Bank Guarantee will be released without interest within thirty (30) days from the last date up to which the Performance Bank Guarantee has to be kept valid (as defined in Clause 16.01).

18.0 **TECHNICAL INFORMATION / DATA:**

The Purchaser and the Contractor, to the extent of their respective rights permitting to do so, shall

exchange such technical information and data as is reasonably required by each party to perform its obligations and responsibilities. The Purchaser and the Contractor agree to keep each other in confidence and to use the same degree of care as he uses with respect to his own proprietary data to prevent its disclosure to third parties of all technical and confidential information. The technical information, drawings, records and other document shall not be copied, transferred, traced or divulged and / or disclosed to third party in full / part nor misused in any other form. This technical information, drawing etc. shall be returned to the Purchaser with all approved copies and duplicates. In the event of any breach of this Contract, the Contractor shall indemnify the Purchaser against any loss, cost of damages of claim by any party in respect of such breach.

19.0 **EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT :**

19.01 The date of the issue of the detailed Purchase Order shall be treated as the effective date of the commencement of Contract.

20.0 The bidder shall quote the basic price as well as all taxes & duties as per the enclosed format for bid prices.

21.0 **PENALTY:**

21.01 As time is the essence of contract, the materials should be supplied strictly as per supply schedule as stipulated in Purchase order failing to which order to be treated as cancelled & contract performance Bank Guarantee will be invoked.

21.02 **The total amount of penalty for delay under the contract will be subject to a maximum of five percent (5%) of the contract price.**

21.03 **The Purchaser may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the seller or from the Performance Bank Guarantee or file a claim against the seller.**

22.0 **VALIDITY OF THE ORDER:**

The Order is valid up to schedule date of delivery, unless otherwise extended by the Competent Authority. The Order shall stand cancelled automatically beyond the validity period without any correspondences and liabilities to the purchaser.

23.0 **PACKING :**

The materials / equipments shall be packed by the seller suitably as per the standard procedure for safe transport to the site / store. The cases shall be clearly marked showing distinctly the name and address of the consignee. In case of special instructions, such as “this end up”, “fragile”, “handles with care” etc., the same shall be clearly displayed on the cases.

24.0 **COMMISSIONING SPARES:**

The seller shall replace, free of cost, any spares which may be found defective by the buyer during commissioning.

25.0 **DISPUTE RESOLUTION & JURISDICTION OF CONTRACT:**

25.1 Any dispute arising out of this contract shall be referred to the **MD, NESCO** who shall decide the case as sole arbitrator.

25.2 For the purpose of dispute resolution, this agreement shall be governed by the provision of Arbitration & Conciliation Act, 1996.

25.3 All disputes shall be subject to exclusive jurisdiction of the Court at Balasore and Writ jurisdiction of Hon’ble High Court of Odisha at Cuttack.

26.0

**EVENTS OF DEFAULT:**

26.1

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

(a) Seller fails or refuses to pay any amount due under the Contracts.

(b) Seller fails or refuses to deliver Commodities conforming to his Bid document/ specifications, or fails to deliver Commodities and, or execute the works assigned to them within the period specified in P.O or any extension thereof.

(c) Seller becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Seller’s creditors file any petition relating to bankruptcy of Seller;

(d) Seller otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Seller of notice of such failure from Purchaser.

27.0

**CONSEQUENCES OF DEFAULT:**

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

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

- i) present for payment, to the relevant bank the Contract Performance Bank Guarantee; Recover any losses and / or additional expenses, Purchaser may incur as a result of
- ii) Seller’s default.

28.0

**FORCE MAJEURE:**

28.01

The term “Force Majeure” as employed herein include, acts of God or force of nature, landslide, earthquake, flood, fire, lightning, explosion, major storm (hurricane, typhoon, cyclone etc. ) or major storm warning, tidal wave, shipwreck and perils of navigation, act of war (declared or undeclared ) or public enemy, strike (excluding employee strikes, lockouts or other industrial disputes or action solely among employee of Contractor or its subcontractors ) act or omission of Sovereign States or those purporting to represent Sovereign States, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the parties or either of them.

Force Majeure shall not include occurrences as follows :

- 1. Late delivery of materials caused by congestion of Seller’s facilities or elsewhere, and oversold condition of the market, inefficiencies, or similar occurrences.
- 2. Late performance by Seller and / or Sub-Seller caused by unavailability of raw materials, supervisors or labour, inefficiencies of similar occurrences.
- 3. Mechanical breakdown of any item of Seller’s or its Sub-Seller’s equipment, plant or machinery.
- 4. Delays due to ordinary storm or inclement weather or
- 5. Non-conformance by Sub-Seller.

Unless the delay arises out of a Force Majeure occurrence and is beyond both Seller’s and Sub-Seller’s or Seller’s control and an alternate acceptable source of services, equipment or material is unavailable. Additionally, Force Majeure shall not include financial distress of Seller or any Sub-Seller.



28.02 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which the cause lasts.

28.03 Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than seven (7) days give written notice of such even to the other party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the work for a continuous period of more than 10(ten) days, the parties shall meet and determine the measures to be taken.

28.04 Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if and to the extent, such delay or failure is caused by Force Maieure.

29 **EMBOSSING / PUNCHING / CASTING**

29.1 The all equipments and materials supplied shall bear distinct mark of “Name of the Purchaser, PO Order No. & Date”, Name of Manufacturer, Year of Mfg. etc. by a way of embossing / punching / casting etc. This should be clearly visible to naked eye.

29.2 Separate thoroughly welded 3 mm plate to be provided with punching mark of ‘Quantity of oil’ & ‘Date of Supply’ with enamel paint.

30 **INDEMNIFY**

30.1 The Vendor, its successor and assignee shall indemnify the Purchaser, its successor and assignee from all current & future liabilities that may arise out of purchase contract(s) entered into between the vendor & the Purchaser.

# **SECTION –IV**

## **TECHINICAL SPECIFICATIONS**

**Refer to Files for Group – A & B**

# **SECTION –V**

## **LIST OF ANNEXURES**

**(SCHEDULES AND FORMATS)**

**ABSTRACT OF GENERAL TERMS AND CONDITIONS****Offered Materials-Gr.A i) For supply of Distribution Transformers (63,100, KVA  
3Star Rated Transformer  
Gr. B : LT XLPE AB Cable**

1. Whether the bidder is a Manufacturer or Supplier & furnished relevant documents: Yes / No
2. Required Cost of Tender Furnished Yes / No
3. Required Earnest Money Furnished in Demand Draft Yes / No
4. Whether Type test certificates enclosed with the bid: Yes / No
5. Manufacturer's past supply experience including user's certificate furnished or not: - Yes / No
6. Audited annual reports for the last 3 years furnished or not: Yes / No
7. Deviation to the specification , if any (List enclosed or not):- Yes / No
8. Whether agreed to Purchaser's Delivery schedule: Yes / No  
If agreed,
  - a) Date of commencement :
  - b) Rate of delivery per month :
9. Whether agreed to Purchaser's Guarantee clause:- Yes / No
10. Whether agreed for 180 days' validity period of Prices Yes / No
11. Whether the Prices are **FIRM**? Yes / No
12. Whether agreed to furnish security deposit in shape of B.G. encashable at Balasore in case his tender is successful: - Yes / No
13. Whether agreed to penalty for delayed delivery: - Yes / No
14. Whether agreed to Purchaser's standard terms of payment or not: Yes / No
15. Valid ITCC & STCC furnished or not: Yes / No

Signature of the bidder  
With seal of the Bidder

This form is to be duly filled up & signed by the Bidder along with seal & submitted along with the Part-I of tender.

**DECLARATION FORM**

**To**

**Sir,**

Having examined the above specifications together with the Tender terms and conditions referred to therein.

- 1- I / we the undersigned do hereby offer to supply the materials covered thereon in complete shape in all respects as per the rules entered in the attached contract schedule of prices in the tender.
- 2- I / we do hereby undertake to have the materials delivered within the time specified in the tender.
- 3- I / we do hereby guarantee the technical particulars given in the tender supported with necessary reports from concerned authorities.
- 4- I / we do hereby certify to have furnished a copy of the tender specifications by remitting Cash/ Demand draft & this has been duly acknowledged by you in your letter No.....Dt.....
- 5- I / we do hereby agree to furnish the composite Bank Guarantee in the manner specified / acceptable by THE <PURCHASER>& for the sum as applicable to me / us as per clause No.23 in Annexure-III(A) of this specification within fifteen days of issue of Letter of intent / Purchase Order, in the event of Purchase order being decided in my / us favour , failing which I / we clearly understand that the said LOI / P.O. shall be liable to be withdrawn by the Purchaser

Signed this.....Day of.....200....

Yours faithfully,

(Signature of Bidder with Seal)

(This form should be duly filled up & signed by the bidder & submitted along with the original copy of the bid)

**PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT, PAYMENT AND PERFORMANCE**

This Guarantee Bond is executed this \_\_\_\_ day of \_\_\_\_\_ by us the \_\_\_\_\_ Bank at \_\_\_\_\_ P.O. \_\_\_\_\_

P.S. \_\_\_\_\_ Dist \_\_\_\_\_ State \_\_\_\_\_

(indicate designation of Purchaser)

Whereas North Eastern Electricity Company of Odisha Ltd. (NESCO) ,Corporate Office,Januganj,Balasore – 756019,Odisha registered under the Company Act 1956 (here in after called “the Purchaser”) has placed Purchase Order No. \_\_\_\_\_ Dt. \_\_\_\_\_ (hereinafter called “the Agreement”) with M/s \_\_\_\_\_ (hereinafter called “the Contractor”) for supply of \_\_\_\_\_ (name of the material) and whereas NESCO has agreed (1) to exempt the Contractor from making payment of security deposit, (2) to release 100% payment of the cost of materials as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to the NESCO a composite Bank Guarantee of the value of 10% (ten percent) of the Contract price of the said Agreement.

1. Now, therefore, in consideration of NESCO having agreed (1) to exempt the Contractor for making payment of security deposit, (2) to release 100% payment to the Contractor and (3) to exempt from furnishing performance guarantee in terms of the said Agreement as aforesaid, we the \_\_\_\_\_ Bank, Address \_\_\_\_\_

\_\_\_\_\_ (code No. \_\_\_\_\_) (hereinafter referred to as “the Bank”) do hereby undertake to pay to the NESCO an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by NESCO by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, the \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under the guarantee without any demur, merely on a demand NESCO stating that the amount claimed is due by way of loss or damage caused to or suffered by NESCO by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by the reason of any breach by the said Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

3. We, the \_\_\_\_\_ Bank also undertake to pay to NESCO any money so demanded notwithstanding any dispute or dispute raised by the Contractor(s) in any suit or proceeding instituted/ pending before any court or Tribunal relating thereto our liability under this Agreement being absolute and irrevocable.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, the \_\_\_\_\_ Bank further agree that the guarantee herein contain shall

remain in full force and affect during the period that would be taken for the performance of the said Agreement and it shall continue to remain in force endorsable till all the dues of NESCO under by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till NESCO certifies that the terms and conditions of the said

Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee and will not be revoked by us during the validity of the guarantee period.

Unless a demand or claim under this guarantee is made on us or with \_\_\_\_\_  
\_\_\_\_\_ (Local Bank Name, address and code No.)  
\_\_\_\_\_, Balasore in writing on or before  
\_\_\_\_\_(date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the \_\_\_\_\_ Bank further agree that NESCO shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance act or omission on part of NESCO or any indulgence by NESCO to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

6. The Guarantee will not be discharged due to change in the name, style and constitution of the Bank and or Contractor(s).

7. We, the \_\_\_\_\_ Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of NESCO in writing.

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

Notwithstanding anything contained herein above.

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

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

We or our Bank at Balasore (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at Balasore a written claim or demand and received by us or by Local Branch at Balasore on or before Dt. \_\_\_\_\_ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For \_\_\_\_\_  
(Indicate the name of the Bank)

N.B.:

(1) Name of the Contractor:

(2) No. & date of the Purchase order / agreement:

(3) Amount of P.O. :

(4) Name of Materials :

- (5) Name of the Bank:
- (6) Amount of the Bank Guarantee:
- (7) Name, Address and Code No. of the Local Branch:
- (8) Validity period or date up to which the agreement is valid:
- (9) Signature of the Constituent Authority of the Bank with seal: (10) Name & addresses of the Witnesses with signature:
- (11) The Bank Guarantee shall be accepted only after getting confirmation from the respective Banks.



**ANNEXURE - IV**

**Tender Notice NO. NESCO/DESI / 21/11366**

**Date: 23.08.13**

**GUARANTEED TECHNICAL PARTICULARS**

**(Refer to Files for Group -A, B)**

## Annexure- V

**TENDER NOTICE NO: NESCO/DESI/21/11366**

**Date: 23.08.13**

### **Price Schedule for Materials/ Equipments Offered (Group Wise)**

**GROUP – A / GROUP –B**

Name of Bidder \_\_\_\_\_

SL. NO	Item Description	Unit	Quantity	Price for each unit							
				Unit Ex-Work Price (Rs.)	Unit Packing & Forwarding Charges	Unit Excise Duty with education cess (Rs.)	Unit Sales Tax/VAT (Rs.)	Unit freight & insurance and other local costs incidental to delivery (Rs.)	Unit Entry Tax, if any (Rs.)	Total Unit Price inclusive of taxes & duties (Rs.)	Total Landing Price inclusive of taxes & duties (Rs.)
1	2	3	4	5	6	7	8	9	10	11 = (5+6+7+8+9+10)	12 = 4 x 11

Signature of Bidder along with Seal & date \_\_\_\_\_

Total amount in  
Words  
Rupees.....only

- Note:**
- 1) Any column left blank shall be treated as NIL / Inclusive of .
  - 1) Unit price under Column-11 is inclusive of all.
  - 3) In case of discrepancy between unit price and total price, the unit price shall prevail over the total price.
  - 4) **Price offer should be given Group wise in separate sheet.**

## (TECHNICAL DEVIATION FORMAT)

**GROUP – A / GROUP – B**

Clause No	Prescribed as per Tender Specification	Deviation in the bidder's Offer

Bidder's Signature with Seal.

N.B :

The bidder has to mention all technical deviations in his offer which differs from the Technical Requirement of this Tender in above format. Deviations not mentioned in above format but mentioned in any other format or in any other part of the offer document shall not be considered as deviation and the bidder shall be deemed to have accepted our technical requirement without deviation.

(COMMERCIAL DEVIATION FORMAT)

ANNEXURE VI (B)

**GROUP - A / GROUP - B / GROUP - C**

Clause No	Prescribed as per Tender Specification	Provided in the bidder's Offer

**Bidder's Signature with Seal.**

N.B :

The bidder has to mention all commercial deviations in his offer which differs from the Commercial Requirement of this Tender in above format. Deviations not mentioned in this format but mentioned in any other format or in any other part of the offer document shall not be considered as deviation and the bidder shall be deemed to have accepted our commercial requirement without deviation.

**ANNEXURE-VII**

**SELF DECLARATION FORM**

Name of the Purchaser: -----

Tender Notice No: -----

Sir,

1. I / we, the undersigned do hereby declare that, I / we have never ever been blacklisted and / or there were no debarring actions against us for any default in supply of material / equipments or in the performance of the contract entrusted to us in any of the Electricity Utilities of India.
2. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of the purchaser.

Place-  
Date-

Yours faithfully,

Signature of the bidder  
With seal

(This form shall be duly filled-up and signed by the bidder & submitted along with the original copy of the Bid.)

**ANNEXURE – VIII (A)**

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)

Ref Date Bank Guarantee No:

In accordance with invitation to Tender Notice No.----- Dated ----- of North Eastern Electricity Supply Company of Odisha Ltd. [herein after referred to as the NESCO] for the purchase of \_\_\_\_\_ (name of Material)

M/s \_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_ wish/wished to participate in the said tender and  
as the Bank Guarantee for the sum of Rs. \_\_\_\_\_  
[Rupees \_\_\_\_\_ Valid for a period of ..... days (in words) is  
required to be submitted by the Bidder.

1. We the \_\_\_\_\_ [Indicate the Name of the Bank]  
[Hereinafter referred to as 'the Bank'] at the request of \_\_\_\_\_ M/S  
\_\_\_\_\_ [Herein after referred to as  
supplier (s)] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above  
said period, on written request by NESCO an amount not exceeding Rs. \_\_\_\_\_ to the NESCO,  
without any reservation. The guarantee would remain valid up to 4.00 PM of \_\_\_\_\_ [date] and  
if any further extension to this is required, the same will be extended on receiving instructions from M/s  
\_\_\_\_\_ on whose behalf this guarantee has been issued.

2. We the \_\_\_\_\_ [Indicate the name of the bank] do hereby further  
undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand  
from the NESCO stating that the amount claimed is due by way of loss or damage caused to or would be  
caused to or suffered by the NESCO by reason of any breach by the said supplier [s] of any of the terms or  
conditions or failure to perform the said Bid. Any such demand made on the Bank shall be conclusive as  
regards the amount due and payable by the Bank under this guarantee. However, our liability under this  
guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (in words)

3. We, the \_\_\_\_\_ Bank undertake to pay the NESCO any money so demanded notwithstanding any  
dispute or disputes so raised by the supplier [s] in any suit or proceeding instituted/pending before any Court or  
Tribunal relating thereto, our liability under this agreement being absolute and unequivocal. The payment so

made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us for making such payment.

4. We, the \_\_\_\_\_ Bank [Indicate the name of the bank] or our local branch at Balasore further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of ----- days and it shall continue to be so enforceable till all the dues of the NESCO under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till NESCO certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Supplier [s] and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_(date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the \_\_\_\_\_ Bank [Indicate the name of the bank] or our local branch at Balasore further agree that the NESCO shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Supplier [s] from time to time or to postpone for any time or from time to time any of the powers exercisable by the NESCO against the said supplier [s] and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Supplier [s] or for any forbearance act or omission on the part of the NESCO or any indulgence by the NESCO to the said Supplier[s] or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the supplier [s].

7. We, the \_\_\_\_\_ Bank or our local branch at Balasore lastly undertake not revoke this Guarantee during its currency except with the previous consent of the NESCO in writing.

8. We, the \_\_\_\_\_ Bank further agree that this guarantee shall also be invokable at our place of business at Balasore in the State of Odisha.

Dated \_\_\_\_\_ Day of 2011.

Witness ((Signature, names & address)

1.  
2

For \_\_\_\_\_ [Indicate the name of Bank]

Power of Attorney No. \_\_\_\_\_

Date: \_\_\_\_\_

SEAL OF BANK

**Note: The non-judicial stamp paper of worth Rs.100/- shall be purchased in the name of the bank, which has issued the bank guarantee.**

**ANNEXURE- VIII (B)**

**FORM OF EXTENSION OF BANK GUARANTEE  
(ON NON-JUDICIAL STAMP PAPER OF Rs.100 /-)**

Ref. No. \_\_\_\_\_

Dated: \_\_\_\_\_

**NESCO Ltd.,  
Corporate Office ,  
Januganj, Balasore-756019**

Dear Sirs,

Sub: Extension of Bank Guarantee No. \_\_\_\_\_ for Rs. \_\_\_\_\_ favouring yourselves expiring \_\_\_\_\_ on account of M/s. \_\_\_\_\_ in respect of contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called original bank guarantee).

At the request of M/s \_\_\_\_\_ we \_\_\_\_\_ bank Branch Office at \_\_\_\_\_ having its head office at \_\_\_\_\_ do hereby extend our liability under the above mentioned guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_ for a further period of \_\_\_\_\_ Years/ months from \_\_\_\_\_ to expire on \_\_\_\_\_ except as provided above, all other terms and conditions of the original bank guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours faithfully,

For \_\_\_\_\_

Manager/Agent/Accountant

Power of Attorney No. \_\_\_\_\_

Date: \_\_\_\_\_

SEAL OF BANK

Note: The non-judicial stamp paper of worth Rs.100 /- shall be purchased in the name of the bank, which has issued the bank guarantee...



