

**NORTH EASTERN ELECTRICITY SUPPLY COMPANY OF ORISSA LIMITED
OFFICE OF THE CHIEF EXECUTIVE OFFICER**

Corporate Office: Januganj, Balasore – 756019, Orissa, Fax No.-06782-263259
Regd. Office: CSO, N1/22, Nayapalli, Bhubaneswar-751015, Orissa, Fax No: +91-674-2558343

TENDER NOTICE NO.9046

Dt.21.04.10

INVITATION FOR BID

Sealed tenders are invited from reputed **Manufacturers/Dealers/Suppliers** for supply of inverter of reputed brand like Sukam / Microtek (Sine wave inverter) along with maintenance free battery of Make-Exide only.

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 on payment of Rs.500/- (Five Hundred only) + VAT 4% (non-refundable) in shape of cash/ Bank Draft in favour of NESCO Ltd. ,Balasore , from 22.04.10 to 05.05.10 . An amount of Rs.50/- only will be charged extra in case the tender documents is opted through post. The undersigned will not be held responsible for any postal delay on this account.

The tenders should be accompanied with the EMD @ 1% of the offered price (landing price at Balasore) in shape of Demand Draft (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) **22.04.10 to 05.05.10**

* The last date and time of receipt of tenders: **06.05.10 at 1.00 P.M**

* Date and time of opening of Price Bids : **06.05.10 at 3.00 PM**
(in presence of bidders or their authorized representative)

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

S/d
General Manager (Works)
NESCO, Balasore

C.C To:-

1. Company Secretary for publication in Two dailies i.e, one in English & another in Oriya (Dharitri or Sambad) having wider coverage. The publication size must be of maximum 80 cm2.
2. Deputy General Manager (Finance)
3. Cashier, Corporate office
4. Notice board for display

**NORTH EASTERN ELECTRICITY SUPPLY COMPANY OF ORISSA LIMITED
OFFICE OF THE CHIEF EXECUTIVE OFFICER
CORPORATE OFFICE: JANUGANJ, BALASORE-756019**

SECTION – 1

INSTRUCTION TO THE BIDDERS

1. Tender papers of only those cases, which have purchased the tender paper from this office, will be considered. Original money receipts should be enclosed with the tender in the absence of which the offers will be rejected.
2. The purchaser may alter the quantities of materials at the time of placing orders or may also be split up among more than one Tender for any particular item.
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 tender is to be submitted in containing technical specification, test reports, Descriptive Literature, EMD, Statutory clearances & price Bid for the respective items as per the enclosed format. The tender should reach this office on or before **Dt.06.05.10 up to 1.00 PM** in double sealed cover super-scribing on the cover as **“Tender Notice No.9046 dtd.21.04.10 due to be opened on dt.06.05.10 at 3.00 PM”**. 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. When delivered in person, the tenders shall be received by a responsible Officer of purchase branch of this office, who shall officially acknowledge the receipt of the same. Tender will be opened in the office of the undersigned on Dt 06.05.10 at 3.00 pm Tenders received after due time and date shall not be considered.
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 Bid Security @ 1% of the tender value in shape of Cash /Bank Draft/ Bank Guarantee (from a nationalized bank or scheduled Bank for a period of at least 3 months, which may be extended if required) in favour of Chief Executive Officer, NESCO, Balasore.No adjustment towards earnest money deposit shall be permitted against any outstanding amount with Chief Executive Officer, NESCO, Balasore.
8. **(i) In case of unsuccessful bidder, the earnest money will be refunded to them immediately after the Tender is decided. In the case of successful bidder, this will be refunded only after furnishing of Security Money.**
 - (ii) The earnest money will be forfeited, if the successful bidder fails to accept the letter of intent or Purchase order issued in their favour.**
 - (iii) The Tenders 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 price will be entertained. On the other hand, it will make the tender liable for rejection.

10. The Bidders 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 may ask for clarification in writing from the undersigned. This, however does not entitle the Bidder 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.

12. The Tenders should be accompanied with PAN, TIN, CST, VAT registration nos., failing which the tenders will not be taken into consideration.

S/d

**General Manager (Works)
NESCO, Balasore**

SECTION – II

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 own views on these matters and understanding that no additional allowances except otherwise provided therein will be levied. The purchasers shall not be responsible for any mis-understanding or incorrect information obtained by the supplier other than information given to the supplier in writing by the purchaser.

3. Manner of Execution: - All materials to be supplied under the contract shall of best quality.

4. Inspection and Testing :-The materials after delivery will be inspected at the Store division,Balasore by the authorized representative.

5. Delivery :- Time being the essence of the contract, the equipment shall be supplied within the delivery date which will be specified in the Purchase order, , however reserves the right to reschedule the delivery and change the destination, if required. The delivery period shall reckon from the date of placing the Purchase Order.

6. Suppliers Default Liability :-

- i. The Purchaser may upon writing, of default to the contractor terminates the Contract in circumstances detailed here under. If the judgment of the Purchase, the contractor fails to make delivery of equipment within the time specified in the contract or within the time specified to the contractor within the period for which extension has been granted by the Purchaser. The contractor 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-6 (1) of the Section-II, the Purchaser reserves the right to purchase upon such terms and in such a manner as he will be liable to the purchase for any additional costs in Clause- 12 of 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-6 (1) of Section- II contractor 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- 12 of Section –II until the equipment is accepted.

7. Force Majeure :- The supplier shall not be liable any penalty for 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 contractor 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.

8. Rejection of materials: - In the event of any of the materials / equipment supplied by the contractor 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 contractor in writing to rectify the same. The contractor on receipt of such notification shall either rectify or replace defective 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 equipment and recover the extra cost to involved from the contractor plus fifteen percent from the contractor and or
- b. Terminate the contract for balance work supplied with enforcement of penalty as per contract.
- c. Acquire the defective equipment / materials at reduced price considered suitable under the circumstances.

9. Extension of Time :- If the delivery of equipment is delayed due to reason beyond the control of the contractor, the contractor shall with delay give notice to the Purchaser in writing of his claim for extension of time. The Purchaser on receipt of such notice may agree to extend the contract delivery date as may be reasonable without prejudice to other terms and conditions of the contract.

10. Price: - 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. No price variation is allowed.

- (i) Even though composite price is given the break-up for all duties, taxes, freight, insurance, packing & forwarding etc. will be furnished.
- (ii) 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.

11. TAXES & DUTIES:-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. Failure to furnish the details will be loaded as in indicated in the evaluation criteria.

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.

12. PAYMENT: - 100% 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 test certificate.

13. 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 Contractor 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 (Railway Receipt) or date of delivery, the total amount of penalty shall not exceed 5% of the contract price of the Units so delayed. Equipment parts are also delivered if certain components are not delivered in time, the equipment will be considered as delayed until such time as the missing parts are not delivered.

14. 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 Railways or Insurance Companies.

15. 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 Breakage Certificate will be made available to the Supplier by the Consignee so on after receipt of the same from the Carriers.

16. Payment due from the Supplier:- All costs and damages for which the Contractor is liable to the Purchaser will be deducted by the Purchaser from any money due to the Supplier under the contract.

17. Jurisdiction of the High Court of Orissa: - 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.

18. Tax Clearance Certificate:- Copies of Income Tax, sales Tax clearance certificates for the latest period from the appropriate authority and Profit & Loss Account of previous year will invariably be enclosed to the bid. In the case of Proprietary or Partnership firm, it will be necessary to produce the certificate / certificates for the proprietor / proprietors and for each of the partners as the case may be.

19. Certificate to Exemption from Excise Duty: - Offers with exemption from the Excise Duty shall be accompanied with authenticated proof of such exemption. Authenticated proof for this Clause shall mean Photostat copy of Exemption Certificate.

20. Deviation from Specification :- It is the interest of the Tenderers to study the Specification drawing etc. specified in the Tender Schedule thoroughly before tendering so that if any deviation are made by the Tenderers, the same are prominently brought out in the body of their Tender.

21. 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.

22. Suppliers 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.

23. Validity: - Prices and conditions of the sale of the offer should be valid for a period of **365days** 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.

24. 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. The metric system of measurements shall be used exclusively in this contract.

25. 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.

26. Instruction: - The Supplier shall treat the details of the specification and other tender documents as Private and Confidential and they shall not be reproduced without written authorization from the Purchaser.

27. Out Right Rejection of Tenders: - Tenders shall be out right rejected if they do not comply with the following requirements.

1. Bidders without NESCO tender document.
2. Non-submission of tender in person or by Registered Post with A.D.
3. Telegraphic submission of Tender.
4. Tenders not accompanied with prescribed Bid Security.
5. Offer price of the bidder for less than 180 days.
6. Non-compliance of our stipulated terms & conditions.
7. Non-submission of samples.

S/d

**General Manager (Works)
NESCO, BALASORE**

SECTION – III (TECHNICAL DETAILS)

TENDER NOTICE NO-9046 dtd 21.04.10

Sl. No.	Description of Materials / Equipment	Quantity (in nos)
1.	Inverter (Sukam/Microtek) –1.5 KVA with battery (Exide only) as applicable for 2 Hours back up. (inclusive of its accessories like maintenance free battery,trolley etc.)	10 (ten)

- NOTE :**
1. The material when ordered should be dispatched to the Balasore Store by Road Transport.
 2. 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**

BID SECURITY FORM

Whereas [Name of the Bidder], (hereinafter called “the Bidder”) has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods], (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE, [name of bank] having our registered office at[address of bank] (hereinafter called “the Bank”), are bound unto [name of the Distco.] (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20..... .

THE CONDITIONS of this obligation are:

1. If the Bidder

- (b) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (c) Does not accept the correction of errors in accordance with the Bid Specification or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity;

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the Bid Specification;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after (Specification Date) the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

Note:- This shall be executed on a Rs. 100/- non –judicial stamp paper issued by a Scheduled Bank.by domestic Bidders only.