

VOLUME- I

(Tender Notification: CSO/ 35 / METERING UNITS)

2010- 11

Date: 14.05.2010

Section – I

INVITATION FOR BIDS (IFB)

2010-11

(Tender Notification: CSO/35/ METERING UNITS)

Date: 14.05.2010

Registered Office of NESCO, WESCO & SOUTHCO

- 1.0 The Registered Office of NESCO, WESCO & SOUTHCO (here in after referred as CSO) invites Sealed tenders in Two part Bids (“Technical Bids” & “Commercial Bids”) for supply of Metering Units from reputed manufacturers having requisite experience and financial capabilities as specified in clause 6.0 below. The sealed envelopes shall be duly superscribed as “TENDER NOTICE/CSO/35/ Metering Units due for opening on dt. 31.05.2010”.

Sl. No.	MU withCT Ratio	WESCO(Nos)		NESCO(Nos)		SOUTHCO(Nos)	
		33 KV MU	11 KV MU	33 KV MU	11 KV MU	33 KV MU	11 KV MU
1	800/5 Amp	12					
2	400/5 Amp	22	21	44	80	1	
3	400/1 Amp		1				
4	300/5 Amp.		1				7
5	200/5 Amp	41	36	89	216	1	11
6	200/1 Amp		7				
7	150/5 Amp						7
8	100/5 Amp	46	27	4	44		6
9	50/5 Amp	15	33	5	9		1
10	30/5 Amp	1			8		
11	25/5 Amp		6	5	10		
12	20/5 Amp		5		7		
13	15/5 Amp		1	3	20		
14	10/5 Amp	1	36	14	43		
15	5/5 Amp	1		18	77		1
	TOTAL	139	174	182	514	2	33

- 2.0 The schedule of specifications with detail terms & conditions can be obtained from address given below against demand draft of Rs. 10,000/- plus 4% VAT drawn in favour of NESCO Ltd., payable at Bhubaneswar. The tender papers will be issued in all working days up to of each day & will continue up to 25.05.2010.

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The tender documents can also be downloaded from any of the following three websites:-

wescoorissa.com, nescoorissa.com & southcoorissa.com

In case tender papers are downloaded from any of the above websites, then the bidder has to enclose a demand draft covering the cost of bid documents as stated above in a separate envelope with suitable superscription "Cost of Bid Documents : Tender Notice Ref : CSO/34/Metering Units". This envelope should accompany the Bid Documents and to be enclosed in the envelope containing the "Technical Bid" & "Bid Security".

In case the prospective bidders wants that the tender documents are to be forwarded to him by post, the same can be availed by sending a request letter along with Demand Draft covering the cost of the bidding document + Rs.50.00. This office shall not take any responsibility for delay in receipt of such request letter by the purchaser or delay in receipt of tender documents by bidder in transit on account of any reasons what so ever.

- 3.0 Offers will be received upto 11.00 AM. on dt. 31.05.2010 & the "Technical Bid" will be opened on the same day at 11.30 AM, in presence of the authorized representatives of the bidders. After evaluation of Technical Bids, the eligible bidders shall be intimated to attend the Opening of Commercial Bids not later than 15 days from the date of opening of the Technical Bid as stated earlier.
- 4.0 The schedule of specifications with detail terms & conditions are enclosed. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the cut off due date of tender opening.
- 5.0 The Purchaser reserves the right to reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase orders. Tender will be summarily rejected if:
 - (i). Bid security @ 1 % (One percent) of the Tender value is not deposited in shape of Bank Draft in favor of NESCO, payable at Bhubaneswar or Bank Guarantee. Bid security if any submitted against previous Tenders, will not be adjusted towards Bid security against this Tender.
 - (ii). The offer does not contain "FOR, Burla/Balasore/Berhampur price indicating break-up towards all taxes & duties".
 - (iii). Complete Technical details are not enclosed.
 - (iv). Tender is received after due time due to any reason.

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6.0 Qualification Criteria:-

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding.

- a) Bidder must have successfully carried out Type Test of Metering Units from any NABL Accredited Laboratory. The said Type Test report should not be prior to 5 yrs. from the date of opening of Technical Bid. Type test is mandatory for each capacity (33 KV & 11KV) of Metering Units to be quoted.
- b) Bidder must quote at least 25% of the tender qty. against any one capacity or more than one capacity of Metering Unit.
- c) Bidder should have supplied at least 100% of the offered quantity to Electricity Distribution Utilities in any one year out of the past 3 financial years (2007-08, 2008-09 & 2009-10). The bidder should enclose Performance Certificate of the user as proof of successful operation in field for minimum 1 year. The bidders must submit copies of relevant Purchase Orders, Supply Invoices/Challans in proof of having successfully supplied the required quantity. No further correspondence shall be made with the bidders regarding submission of proof of past supplies.

7.0 Project Completion Schedules:-

Description	Date
Issue of Tender Document	14.05.2010
Receipt of Queries from Bidders (if any)	19.05.2010
Replies to the Queries	23.05.2010
Submission of Bids	31.05.2010 by 11.00 AM
Opening of Technical Bids	31.05.2010 by 11.30 AM
Receipt of Clarification from Bidders (if any)	04.06.2010 (Tentative Date)
Intimation to Bidders for Opening of Commercial Bid	07.06.2010 (Tentative Date)
Opening of Commercial Bid (To be confirmed later)	07.06.2010 (Tentative Date)
Issue of LOI / Purchase Order	15.06.2010 (Tentative Date)
Supply completion	Phased manner & to be completed within 4 months from the date of issue of LOI / Purchase Order.

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8.0 All correspondences with regard to the above shall be made to the following address:

Dy. General Manager (Tech) / Sr. Manager (MA&RA)

Central Services Office

(NESCO, WESCO & SOUTHCO)

Plot No. N-1/22, Nayapalli

Bhubaneswar – 751 012

FAX: (0674) 255 8343, PH-(0674) 255 0043

Email: biswakesh.dash@orissadiscomsl.com / susanta.saranghi@orissadiscoms.com

Mobile: 93382 14150 / 93376 46022

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

2010-11

(Tender Notification: CSO/35/Metering Units)

Date: 14.05.2010

Registered Office of NESCO, WESCO & SOUTHCO

A. GENERAL

1.0 NESCO / WESCO / SOUTHCO, hereinafter referred to as the "Purchaser" are desirous of implementing the various Systems Improvement works at their respective licensed area in the state of Orissa. The Purchaser has now floated this tender for procurement of Metering Units.

2.0 SCOPE OF WORK

The scope shall include Design, Manufacture, Shop Testing at works of 11 KV & 33 KV Metering Units conforming to the Technical Specifications enclosed along with Packing, Forwarding, Freight and Insurance and Unloading and proper stacking at Purchaser's stores.

3.0 DISCLAIMER

3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium 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.

3.02 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.

3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4.0 COST OF BIDDING

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.

B. BIDDING DOCUMENTS

5.0 BIDDING DOCUMENTS

5.01 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:

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Volume - I

- (a) Invitation for Bids (IFB) - Section - I
- (b) Instructions to Bidders (ITB) - Section - II
- (c) General Conditions of Contract (GCC) - Section – III
- (d) Technical Specifications (TS) - Section - IV

Volume – II

- (a) Bid Form - Annexure – I
- (b) BG Formats - Annexure – II
- (c) Price Schedule - Annexure – III
- (d) GTP Formats - Annexure – IV
- (e) GTP Formats - Annexure – V
- (f) Past Performance Details - Annexure - VI

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

6.0 AMENDMENT OF BIDDING DOCUMENTS

6.01 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

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

C. PREPARATION OF BIDS

7.0 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 this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

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8.0 DOCUMENTS COMPRISING THE BID

The Bid prepared and submitted by the Bidder shall comprise the following components:

- (a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMATS) and Technical Data Sheets completed in accordance with Technical Specification;
- (b) All the Bids must be accompanied with the required bid security as mentioned in the Section-I against each tender.
- (c) Power of Attorney indicating that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 12.0.
- (d) Bidder must indicate the offered quantity in "TECHNICAL BID".

9.0 BID FORM

9.01 The Bidder shall complete an 'Original' and another one 'Copy' of the Bid Form and the appropriate Price & Other Schedules and Technical Data Sheets furnished in the Volume-II of the Bidding Documents.

9.02 Bid Security

Pursuant to Clause 8.0 (b) above, the bidder shall furnish, as part of its bid, a bid security amounting to 1% (One percent) of the total bid value (FOR Destination) as already specified in the Section-I. The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

The bid security shall be denominated in the currency of the bid, and shall be in the following form:

- (a) Bank Guarantee issued by any scheduled bank strictly as per the format enclosed and shall be valid for a period of thirty (30) days beyond the validity of the bid.
- (b) Bank Draft in favour of NESCO, payable at Bhubaneswar.

Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity.

The successful bidder's bid security will be discharged upon furnishing the performance security as per clause 29.0.

The bid security may be forfeited:

- (a) if the Bidder:
 - i) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract, or

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(ii) to furnish the required performance security.

10.0 BID PRICES

10.01 Bidders shall quote with a break-up of prices for individual items. 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, Transportation to site, all in accordance with the requirement of Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price.

10.02 The prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, break up of price constituents, should be there.

10.03 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 an adjustable price quotation will be treated as non-responsive and rejected.

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

12.01 Bids shall remain valid for 120 days from the date of opening of the Commercial Bid.

12.02 Notwithstanding Clause 12.01 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 by Fax/e-mail.

13.0 ALTERNATIVE BIDS

Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions of Clause 22.03 & 22.04 regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Documents.

14.0 FORMAT AND SIGNING OF BID

14.01 The original Bid Form and accompanying documents (as specified in Clause 9.0), clearly marked "Original Bid", plus one copy must be received by the Purchaser at the date, time and place specified pursuant to Clauses 15.0 and 16.0. In the event of any discrepancy between the original and the copies, the original shall govern.

14.02 The original and copy of the Bid shall be typed or written in indelible ink 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-Attorney accompanying the Bid.

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14.03 The Bid shall contain no interlineations, erasures or 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.

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

15.01 Bid submission: One original & one Copy (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid. Besides this one soft copy (not in PDF) of Guaranteed Technical Particular must be submitted in a Compact Disc.

15.02 The Technical Documents and the Bid Security shall be enclosed in a sealed envelope and the said envelope shall be superscribed with "Technical Bid & Bid Security". The price bid shall be inside another sealed envelope with superscription "Price Bid". Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original and Copy. The envelopes should be super-scribed with "Tender Notice No. & Due date of opening".

15.03 The Bidders have the option of sending the Bids 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 Agents etc shall be entertained by the Purchaser.

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The original Bid, together with the required copies, must be received by the Purchaser at the address specified, not later than 2.00 PM. on 28.052010.

16.02 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9.0, 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.

17.0 ONE BID PER BIDDER

Each Bidder shall submit only one Bid either by itself, or as a partner in a Joint Venture. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected. However, the bidder may indicate separate prices for supply to WESCO, NESCO & SOUTHCO.

18.0 LATE BIDS

Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 16.0, will be declared "Late" and rejected and returned unopened to the Bidder.

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

19.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission.

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19.02 No Bid may be modified to the deadline for Bids.

E EVALUATION OF BID

20.0 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.

21.0 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.

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

22.01 Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

22.02 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.

22.03 Prior to the detailed evaluation, Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

22.04 A Bid determined as not substantially responsive will be rejected by the Purchaser and / or the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.0 EVALUATION AND COMPARISON OF BIDS

23.01 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.

23.02 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. The Technical Proposals and the Conditional ties of the Bidders would be evaluated.

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

23.03 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) Supply Schedule

(b) Deviations from Bidding Documents

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 its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

23.04 Any adjustments in price, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

F. AWARD OF CONTRACT

24.0 CONTACTING THE PURCHASER

24.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing.

24.02 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 Award, will result in the rejection of the Bidder's Bid.

25.0 THE PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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 of the grounds for the Purchaser's action.

26.0 AWARD OF CONTRACT

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 satisfactorily perform the Contract. Purchaser reserves the right to award order other bidders in the tender, provided it is required for progress of project & provided he agrees to come to the lowest rate.

27.0 THE PURCHASER'S RIGHT TO VARY QUANTITIES

The Purchaser reserves the right to vary the quantity i.e. increase or decrease the numbers/ quantities without any change in terms and conditions during the execution of the Order.

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28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

The letter of intent / Notification of Award shall be issued to the successful Bidder whose bids 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 within 7 days of issue of the letter of intent /Notification of Award by Purchaser.

29.0 CORRUPT OR FRAUDULENT PRACTICES

29.01 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 among 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) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an contract.

29.02 Furthermore, Bidders shall be aware of the provision stated in the General Conditions of Contract.

SECTION - III

(GENERAL CONDITION OF CONTRACT)
2010-11

(Tender Notification: CSO/35/Metering Units)
Date: 14.05.2010

Registered Office of NESCO, WESCO & SOUTHCO

GENERAL CONDITION OF CONTRACT (GCC)

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 any 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 "Purchaser" shall mean WESCO/ NESCO / SOUTHCO.
- 2.02 "Bidder" shall mean the firm who quotes against this bid document issued by the Purchaser. "Contractor" or "Seller" shall mean the successful Bidder and/or Bidders whose bid has been accepted by the Purchaser and on whom the "Letter of intent" is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns wherever the context so admits.
- 2.03 "Site" shall mean the Electricity Distribution Area of the Company.
- 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 Volume - III, 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 Letter of Intent shall be taken as the effective date of the commencement of contract.
- 2.06 "Purchase Order" shall mean the Purchase Order and amendments thereof and the drawings, specifications and other documents / papers referred to therein which shall constitute the "Contract".

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- 2.07 "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.08 "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Technical Specification.
- 2.09 "Offer Sheet" shall mean Bidder's firm offer submitted to Purchaser in accordance with the specification.
- 2.10 "Contract" shall mean THE "letter of Intent" issued by the Purchaser.
- 2.11 "Contract Price" shall mean the price referred to in the "Letter of intent".
- 2.12 "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.
- 2.13 "Goods" shall mean all items to be supplied under Purchase Order whether raw materials, processes materials, equipment, fabricated products, drawings or other documents as applicable.
- 2.14 "Store" shall mean the Purchaser store as defined elsewhere in this tender document.
- 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 term hereof and any term of the Offer Sheet, the terms of these 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, which shall be communicated to successful bidder 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 contractor shall supply, deliver best quality goods.
- 5.02 The company also reserves the right to add from the scope of work or delete from the scope of work so assigned to the Supplier, if the circumstances so warrant.
- 5.03 The contractor shall be responsible for loading and unloading of all materials with proper material handling equipment.

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6.0 Quality Assurance and Inspection

- 6.01 Immediately on award of contract, the bidder shall prepare detailed quality assurance plan / test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance standards / values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have the right to review the inspection reports, quality checks and results of contractors in house inspection department which are not Customer hold points and the contractor shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc.
- 6.02 Witness and Hold points are critical steps in manufacturing, inspection and testing where the contractor is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The contractor has to proceed with the work past a hold point only after clearance by purchaser or a witness waiver letter from Purchaser.
- 6.03 The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the contractor of any obligation to perform in accordance with and meet all the requirements of the procurement documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the purchaser.
- 6.04 On completion of manufacturing the items can be dispatched only after issue of shipping release by the Purchaser.
- 6.05 All testing and inspection shall be done without any extra cost.
- 6.06 Purchaser reserves the right to send any material out of the supply to any recognized laboratory for testing. In case the material is found not in order with the technical requirement / specification, the charges of testing along with any other penalty which may be levied is to be borne by the bidder. To avoid any conflict the Seller is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidder's representative.

7.0 Packing, Packing List & Marking

- 7.01 Packing: Seller shall pack or shall cause to be packed all Commodities in such a manner as shall be reasonably suitable for shipment by road or rail to Orissa Distribution Companies without any risk of damage in transit. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.
- 7.02 Packing List: One copy of the packing list shall be enclosed in each package delivered. There shall also be enclosed in one package a master packing list identifying each individual package, which is part of the shipment. On any packaging where it is not feasible to place the packing list inside the container, all pertinent information shall be stenciled on the outside and will thus constitute a packing list.
- 7.03 Marking: Seller shall mark each container, box or package for easy identification of his materials as follows:

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Commodity Name:
Name of the Supplier:
Net Weight:
Size:

8.0 Commissioning Spares: The Seller shall replace, free of cost, any spares which may be found defective at the time of commissioning.

9.0 Price Basis

Bidders shall quote individual price breakup for the quoted items.

The price shall be inclusive of all taxes, Duties and other Levies of whatsoever nature, transportation to site and vice versa and in-transit Insurances.

The above Prices shall also include unloading and proper stacking at/ from Purchaser Stores to site / stores.

10.0 Terms of Payment

10.01 The Payment shall be made as under:

- a) 100% Payment with taxes & duties on Prorata basis within 45 days of receipt of goods in our specified stores in good condition subject to detailed verification thereof and approval of guarantee & test certificates.
- b) For claiming 100% payment, a Composite Performance Bank Guarantee of 10% of the total value of order is to be provided which shall remain valid for a period beyond 90 days from the warranty period as per clause no. 12.0.

10.02 All Payments shall be made after certification from Purchaser's Engineer Incharge. All Payments are subject to receipt of correct Documents.

11.0 Price Validity

All bids submitted shall remain valid, firm and subject to unconditional acceptance by Purchaser for 120 days post bid opening date. For awarded Contract, the prices shall remain valid and firm till contract completion.

12.0 Warranty / Guarantee

12.01 The bidder shall guarantee for the equipments/workmanship for a minimum period of 60 months from the date of commissioning or 66 months from the date of receipt of last consignments at the Purchaser's stores, whichever is earlier. The manufacturer shall guarantee to replace to the satisfaction of the purchaser the defective parts at site free of cost within the above period. However, if the manufacturer fails to do so within a reasonable time, the purchaser reserves the right to effect repair or replacement and recover such charges for repair or replacement from the contractor.

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

13.0 Composite Performance Bank Guarantee

13.01 Within Fifteen (15) days from the date of the Award notice, Seller shall submit a Composite Performance Bank Guarantee (CPBG) in favour of Purchaser equivalent to Ten percent (10%) of the total value of the Contract. The CPBG shall be valid for a period of 90 days from the warranty period as per clause no.12.0.

13.02 The Composite Performance Bank Guarantee established under Clause 13.01 shall be forfeited without recourse to the seller and payable against the presentation by Purchaser to the bank with a claim that the seller has failed to comply with any term or condition set forth in the Contract.

13.03 The Composite Performance Bank Guarantee established under will be automatically and unconditionally forfeited without recourse if Purchaser in its sole discretion determines that Seller has failed to comply with any Terms or Condition set forth in the contract.

13.04 The Composite Performance Bank Guarantees 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 13.01).

14.0 TECHNICAL INFORMATION / DATA.

The company 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 company and the contractor agree to keep each other in confidence and to use the same degree of care as it uses with respect to its 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 not misused in any other form. This technical information, drawing etc. shall be returned to the company with all approved copies and duplicates. In the event of any breach of this contract, the contractor shall indemnify the company against any loss, cost of damages or claim by any party in respect of such breach

15.0 Effective Date of Commencement of Contract:

The date of the issue of the Letter of Intent/Purchase Order which ever is earlier shall be treated as the effective date of the commencement of contract.

16.0 Taxes & Duties:

All taxes, duties, levies of whatsoever nature, octroi, turnover tax, service tax, income tax, work contract tax etc., levied by State or Central Governments or local bodies shall be to the contractor 's account including any taxes, duties and levies which may be levied fresh by the Governments during currency of the Contract. The contractor shall furnish their Excise/Sales Tax registration number, PAN No. etc. in the bid documents as well as Invoice/Challans etc.

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17.0 Delivery Schedule:

The full quantity of the equipments shall be delivered in a phased manner but not later than 4 months from the date of issue of Letter of Award / Purchase Order which ever is earlier. The bidder must submit their delivery plan accordingly.

18.0 Time – The Essence of Contract

The time and the date of completion of the “Supply” as stipulated in the Letter Of Intent / Purchase order issued to the Contractor shall be deemed to be the essence of the “Contract”. The Supply has to be completed not later than the aforesaid Schedule and date of completion of supply.

19.0 Liquidated Damages (LD)

- 19.01 If supply of items / equipments is delayed beyond the supply schedule as stipulated in clause no. 17.0 or as mutually decided and stated in the purchase order/LOI, then the bidder shall be liable to pay to the Purchaser as LD for such delay, a sum of 0.5% of the contract price for every week delay or part thereof. The LD shall be computed on the undelivered value of goods as per the delivery schedule.
- 19.02 The total amount of LD for delay under the contract will be subject to a maximum of five percent (5%) of the contract price
- 19.03 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 Contractor or from the Performance Bank Guarantee or file a claim against the contractor.

20.0 The Laws and Jurisdiction of Contract:

- 20.01 The laws applicable to this Contract shall be the Laws in force in India.
- 20.02 All disputes arising in connection with the present Contract shall be settled amicably by mutual consultation failing which shall be finally settled as per the rules of Arbitration and Conciliation Act, 1996 at the discretion of Purchaser. The jurisdiction of arbitration shall be at Bhubaneswar, Orissa, India

21.0 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 amounts due under the Contract;
- (b) Seller fails or refuses to deliver Commodities conforming to this Bid document / specifications, or fails to deliver Commodities within the period specified in P.O. or any extension thereof

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- (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.

22.0 Consequences of Default.

- (a) If an Event of Default shall occur and be continuing, Purchaser may forthwith terminate the Contract by written notice.
- (b) In the event of an 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 Performance Bank Guarantee;
 - (ii) Purchase the same or similar Commodities from any third party; and/or
 - (iii) Recover any losses and/or additional expenses Purchaser may incur as a result of Seller's default.

23.0 Force Majeure

- 23.01 The term "Force Majeure" as employed herein include, but are not limited to, 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:

- (a) Late delivery of materials caused by congestion at Seller's facilities or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- (b) Late performance by Seller and/or Sub-Seller caused by unavailability of raw materials, supervisors or labour, inefficiencies or similar occurrences.
- (c) Mechanical breakdown of any item of Seller's or its Sub-Seller's equipment, plant or machinery.
- (d) Delays due to ordinary storm or inclement weather or
- (e) 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.

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23.02 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 cause lasts.

23.03 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 event 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, the parties shall meet and determine the measures to be taken.

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

24.0 Transfer and Sub-Letting

The Contractor shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly, without prior written permission of the Purchaser.

25.0 Third Party Insurance

Contractor shall take the Insurance of Equipment during Transit. Any Claim pertaining to this shall be the responsibility of the Contractor.

26.0 Recoveries

When ever under this contract any money is recoverable from and payable by the bidder, the purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum due to which any time thereafter may become due from the Seller in this or any other contract. Should the sum be not sufficient to cover the full amount recoverable the bidder shall pay to the purchaser on demand the remaining balance amount.

27.0 Waiver

Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.

28.0 Indemnification

28.01 Notwithstanding contrary to anything contained in this Tender, Contractor shall at his costs and risks make good any loss or damage to the property of the Purchaser and/or the other Contractor engaged by the Purchaser and/or the employees of the Purchaser and/or employees of the other Contractor engaged by the Purchaser whatsoever arising out of the negligence of the Contractor while performing the obligations under this contract.

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28.02 Subject to this Clause 23.0 Purchaser shall, at its sole cost and expense, defend, indemnify and hold harmless Contractor and his assignees /or the employees of the Contractor whatsoever arising out of the negligence or willful act or omission or from the default of the Purchaser in the performance of the Contractor.

SECTION - IV

(TECHNICAL SPECIFICATIONS & GTP FORMATS)

2010-11

(Tender Notification: CSO/35/Metering Units)

Date: 14.05.2010

TECHNICAL SPECIFICATION FOR 11KV & 33 KV METERING UNITS

1. SCOPE:

This specification covers design, engineering, manufacture, assembly, stage testing, inspection, testing before dispatch, supply and delivery of 11KV & 33KV CT PT Combined Metering unit Sets of class of accuracy 0.5 for 11 KV MU, 0.2 for 33 KV MU as per the particulars given in the schedule attached.

2. STANDARD: Except where modified by this specification the component parts of the equipment shall comply with the following ISS available (the latest versions).

Current Transformers	:	IS 2705/1992
Potential Transformers	:	IS 3156/1992
HV Porcelain Bushing	:	IS 2099/1986
Oil	:	IS 335/1983
Galvanization	:	IS 2633
Primary Terminals	:	IS 10601
Oil	:	IS 335

3. TYPE FOR 11 KV: The metering transformer equipment should be of pole mounting type for outdoor use. They are to be used in 11kV Three Phase with solidly earthed neutral and suitable for 3 Phase 4 Wire 50 cycles network. The equipment is required for operation of HT Trivector Meters and should be oil cooled.

The CTPT sets shall have the following ratings:

- i) Rated Voltage: 11 KV
- ii) Highest system voltage: 12
- iii) Insulation level: 12 KV
- iv) Standard Impulse withstand voltage: 75 KV Peak
- v) One minute power frequency withstand Voltage
 - a. Primary: 28 KV
 - b. Secondary: 3 KV
- vi) Short time thermal current and its duration
 - 1. 6 KA for 1 sec for CT ratio below 50/5 A
 - 2. 13.1 KA for 1 sec for CT ratio => 50/5 A(including 50/5 A)
- vii) Class of Accuracy: 0.5
(Negative (-ve) errors will not be acceptable.)
- viii) Rated burden per phase

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1. For CTs: 15 VA
 2. For PTs: 50 VA
 - ix) Frequency: 50 HZ
 - x) Maximum attainable winding temperature =80 deg C
 - xi) Minimum Phase to Phase distance=255 mm
 - xii) Shortest distance between metal part & earth = 190mm
 - xiii) Creepage distance of HV bushing 300mm (Min)
 - xiv) Gauge of MS Tank Min 5mm for top & bottom cover & 3.15 mm all other sides.
 - xv) Entire tank shall be hot dip galvanized.
 - xvi) Bi-metallic terminal connector with a nut, plane washer, spring washer & Check nut suitable for aluminum conductor required for different rating of metering units. Six nos. to be provided with each metering units.
4. TYPE FOR 33 KV: The metering transformer equipment should be of pole mounting type for outdoor use. They are to be used in 33 kV Three Phase with solidly earthed neutral and suitable for 3 Phase 4 Wire 50 cycles network. The equipment is required for operation of HT Trivector Meters and should be oil cooled.

The CTPT sets shall have the following ratings.

- i) Rated Voltage: 33 KV
- ii) Highest system voltage: 36 KV
- iii) Insulation level: 36 KV
- iv) Standard Impulse withstand voltage: 170 KV peak
- v) One minute power frequency withstand Voltage
 - a. Primary: 70 KV
 - b. Secondary: 3 KV
- vi) Short time thermal current and its duration
 1. 6 KA for 1 sec for CT ratio below 50/5 A
 2. 13.1 KA for 1 sec for CT ratio for > 50/5 A (including 50/5A)
- vii) Class of Accuracy: 0.2 (Negative (-ve) errors will not be acceptable.)
- Viii). Rated burden per Phase
 1. For CTs: 5 VA up to 50/5 A & 10 VA for => 50/5 A
 2. For PTs: 50 VA
- ix). Frequency: 50 HZ
- x). Maximum attainable winding temperature =80 deg C
- xi). Minimum Phase to Phase distance=430 mm
- xii). Shortest distance between metal part & earth = 380 mm
- xiii). Creepage distance of HV bushing 900mm (Min)
- xiv). Thickness of MS Tank Min 5mm for top cover & 3.15 mm bottom & all other side.
- xv). Entire tank shall be hot dip galvanized.
- xvi). Bi-metallic terminal connector with a nut, plane washer, spring washer & check nut suitable for aluminium conductor required for different rating of metering units. Six nos to be provided with each metering units

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5. DESIGN:

- a) The equipment shall be designed to ensure satisfactory operation under all conditions of service to facilitate easy inspection, cleaning and repairs.
- b) The design shall incorporate every reasonable precaution and provisions for safety of all those concerned in the operation and maintenance of the equipment. A pressure relief valve shall be invariably provided to the CTPT set. It shall be provided at the top cover of the tank.
- c) All outdoor apparatus shall be so designed that water cannot collect at any point and enter the CT/PT set. The top cover of the tank, secondary terminal cover, inspection chamber cover plate is suitable bent at the edges (at least 25mm bent) so that the gaskets are not exposed to moisture.
- d) All connections and terminals shall be of sufficient size for carrying the specified currents continuously without undue heating.
- e) All bolts, nuts, washers in contact with non-ferrous parts shall be of brass.
- f) All ferrous parts including bolts & nuts liable to corrosion, forming integral part of the equipment shall be smoothly and continuously hot dip galvanized.
- g) The secondary terminal box, inspection cover and oil gauge shall be arranged with MU.
- h) The core shall be high grade non-ageing electrical silicon laminated steel or of better grade of low hysteresis loss and high permeability to ensure high accuracy, at both normal and over current/ voltage.
- i) All winding shall be of insulated high grade Electrolytic copper wire and the manufacturing of the units shall be done in completely closed and air-conditioned room otherwise Fibre glass insulation sleeves are to be provided for primary winding. Details of winding and core shall be furnished.
- j) The CTPT set should have Three CTs and Three PTs with star / star connection.

6. SEALING:

Sealing bolts for sealing at 4 points on the secondary terminal box (both inner & outer door), inspection cover, the top cover of the tank shall be provided. This may be made by providing a hole on tail of corner bolts of adequate size to pass the sealing wire or above 13 SWG.

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7. FLUCTUATION IN VOLTAGE AND FREQUENCY : For continuous operation, entire equipment shall be subjected to variation of voltage up to plus 20 minus 30 percent and frequency of plus or minus 5 percent.
8. INSTRUMENT TRANSFORMERS:
- a) The voltage and current transformers shall have normal continuous rating as per the schedule of requirement.
 - b) The voltage transformer shall be so designed that the increased magnetizing currents due to any persisting over voltage, does not produce injurious over heating. Phase barriers shall be provided.
 - c) The peak value of the rated dynamic current shall not be less than 2.5 times the rated short time thermal current unless stated otherwise. (4.62 of ISS: 2705/Part-I of 1992, latest version).
 - d) Modified polyester enamel copper wire is to be used for winding and it shall conform to IS-4800/Part-V (latest version).
 - e) The terminals of the instrument transformer shall be clearly marked by distinctive letters as stated in Annex "C" of ISS: 3156/Part.I/1992 (latest version) for voltage transformer and Annex "C" of IS-2705/Part.I/1992 (latest version) for current transformers.
 - f) The winding shall be neatly laid and anchored.
 - g) The metering set tank and other metal parts shall be galvanized both inside & outside as per latest IS applicable.
9. INCOMING SIDE:
- a) TERMINALS: Brass rods 12mm dia for Primary and 6 mm dia for secondary.
 - b) Bushing for outgoing side of CT/PT set:
The porcelain portion of HT bushings shall be of standard make and conform to IS-2099/1996.
The dimensions of the bushings shall conform to IS- 3347/Part.III/19
The minimum phase-to-phase clearance shall be as per IS.

The tests as per IS-2099/1962 shall be conducted on the transformer bushings as detailed below:

- a) Dry flash over voltage.
- b) Wet flashover voltage.
- c) Dry 1 Min. withstand volt.
- d) Impulse withstand voltage (1.2/50 Micro Seconds –ve wave)

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- e) Manufacturer's test certification may be furnished for every lot of offer.

The bushings shall be of reputed manufacturers like M/s. Jayashree Insulators, M/s. WS Industries, M/s. BHEL, M/s. Allied Ceramics, M/s. India Potteries, and M/s. IEC which are having complete testing facilities.

The bushing stems shall be provided with suitable bimetallic connectors so as to connect the jumper without disturbing the bushing stem.

- f) The bush rod stem length should be at least 40 mm and 3 nuts with 2 flat washers of brass material should be provided with each bush rod.

10. STEEL TANK:

- a) The oil filled container incorporating the voltage transformers and current transformers should be fitted with incoming and outgoing primary terminals and secondary terminal box. The secondary terminal box shall be arranged on sides. The general arrangement drawing with 3 bushing on the incoming side and 3 bushings on the outgoing side shall be submitted along with tender.

- b) The tank shall be built with a plate of 5 mm thick top and 3.15 mm sides and bottom and with all fittings shall be capable of withstanding without leakage or distortion at the standard test pressure. All joints of the tank and fittings shall be hot oil tight and no leakage should occur during service. Both side of the joint should have continuous welding.

- c) It shall be provided with an oil gauge as shown. The oil gauge glass shall be fixed to the side of the raised wall of the inspection box.

The tank shall be provided with necessary lifting lugs. Tank including top cover shall be hot deep Galvanized.

- d) The secondary terminal box cover, tank cover and inspection cover and other vertical joints where gaskets are used shall be suitably bent at least 25 mm bent with necessary sealing arrangement with sealing bolts at all corners and bolts should be at least 10 mm diameter GI bolts spaced maximum 70 mm apart. This is to safeguard against seepage of water into tank in case of damaged gasket.

- e) The 6 mm gaskets shall be dovetailed without joints to prevent moisture entry. In case of dovetailed joint, they shall not be more than two. The gaskets shall be of good quality Neoprene or superior quality rubberized gasket.

- f) EARTHING: Two earthing terminals shall be adequate size protected against corrosion and metallically clean and identified by means of the sign marked in a legible and indelible manner on or adjacent to the terminals.

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- g) All bolts should be provided with 2 flat washers and a spring washer with a nut.
- h) Conservator should not be provided for these CTPT sets.
- i) The Secondary terminal box incoming hole should be 32 mm diameter and at a suitable height from bottom to avoid replacement/ modification of secondary wires pipe when CTPT set is replaced. The secondary terminals size should be 6 mm diameter, 25 mm stem length, 2 flat washers with 3 nuts of brass material should be provided. The terminals should be provided at least 70 mm height from incoming hole and clearances shall be as per IS to avoid shorting terminals due to secondary wires pipe.
- j) Secondary chamber shall have double door (inner & outer) with suitable arrangement for sealing of both the doors. The inner door shall be of transparent Polycarbonate so that secondary terminal connections can be viewed with out breaking the inner door seals.
- k) The following details of equipment shall be engraved on tank with at least 10 mm letters.
 - 1. Make 2. Ratio 3. Class of accuracy 4. Serial No: 5. Month & year of manufacturing.
- l) 24 months guarantee embossed plate shall be welded opposite side of name plate.

11. MOUNTING ARRANGEMENT:

The under base of all CTPT sets shall be provided with two 75x40mm GI channels and foundation dimensions shall be suitable placing with tank base uniform for all sets with only ± 2 mm tolerance, to avoid modification of structure / plinth, whenever CTPT set is replaced

- 12. OIL: The insulation oil used in the tank shall comply with the requirements specified in latest relevant IS: 335/93 and as per Annexure-C.

13. GUARANTEED TECHNICAL PARTICULARS:

The Technical Particulars as specified in IS shall be guaranteed. Every tenderer should furnish the particulars required and guarantee the values so furnished for the supplies.

14. TESTS:

TYPE TESTS: The equipment offered shall be fully type tested from recognized standard govt. national laboratory by the bidder as per the relevant standards. The bidder shall furnish three copies of type test certificates with the bid (for 0.5 ACU, 11kv & 0.2 ACU, 33kv MU). These type test certificates shall be furnished along with tender documents. The bidders also furnish type test certificates for bushings and oil along with the Bid. The type test certificates shall be not older than (5) years.

TYPE TESTS FOR CTs:

- a) Verification of terminal marking and polarity
- b) Short time current Test.
- c) Temperature rise test.
- d) Lightning Impulse test
- e) High Voltage Power frequency wet withstand voltage test.
- f) Determination of errors or other characteristics according to the requirements of the appropriate designation or accuracy class.

TYPE TESTS FOR PTs:

- a) Verification of terminal marking and polarity.
- b) High voltage Power frequency wet withstand voltage test.
- c) Power frequency dry withstand tests on Primary winding.
Power frequency dry withstand test on Secondary winding.
- d) Determination of errors according to the requirements of the appropriate accuracy class.
- e) Temperature rise test.
- f) Impulse Voltage test.
- g) Lightning Impulse test

TYPE TESTS FOR TRANSFORMER BUSHINGS:

- a) Dry flash over voltage.
- b) Wet flash over voltage.
- c) Dry 1 Minute withstand voltage.
- d) Impulse withstand voltage (1.2/50 Micro Seconds –ve wave)

ACCEPTANCE AND ROUTINE TESTS:

The following shall be conducted as per IS: 3156 (Latest version).

- a) Verification of Terminal marking and polarity.
- b) Power frequency/ dry withstand tests on primary windings.
- c) Power frequency dry withstand tests on secondary windings.
- d) Determination of errors according to the requirements of the appropriate accuracy class.
- e) Temperature rise test.
- f) Air pressure test on empty tank of MU opened for verification test (One for every lot offered for pre-dispatch inspection)

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All acceptance and routine tests as stipulated in the relevant standards shall be carried out by the supplier in presence of purchaser's representatives.

Immediately after finalization of the programme of acceptance/ routine testing, the manufacturer shall give advance intimation to the purchaser, to enable him to depute his representative for witnessing the tests.

15. **DRAWINGS AND LEAFLETS (along with tender):**
Two sets of drawings showing clearly the general arrangements, sectional views, fitting details, electrical connections, foundation details, overall dimensions and design features of each component part should accompany the tender. The bidder has to submit clear & detail drawing with description how he will arrange the double door system in secondary chamber with sealing. Technical leaflets giving the operating instructions should also be furnished along with tender. Tenders without details are liable to be rejected. Literature and drawings are to be sent along with each equipment while dispatching, after approval by this office.
16. **DEVIATIONS:**
The deviations between these CTPT sets and NABL approved Standard Lab (CPRI, ERDA, etc.) type tested CTPT set along with detailed reasons for deviations if any shall be submitted along with tender.
17. **TOLERANCES:**
Unless otherwise specified herein the test value of the transformers supplied should be within the tolerance permitted in the IS on the guarantee values.
18. **SEALING OF CTPT SETS AFTER TESTING AND INDIVIDUAL TEST REPORTS:**
After witnessing testing on sample quantity and physical inspection of all offered CTPT sets, the purchaser's representative will provide numbered plastic seal bits to two opposite corners of tank, Secondary Chamber and inspection cover of all offered CTPT sets, for delivery of correct inspected materials only. The manufacturer has to provide test report duly mentioning all test results, seal bit numbers and name & address of purchaser's representative after inspection is over. The seal bit numbers shall also be mentioned in the test reports signed by purchaser's representative submitted for delivery instructions.
19. **INSPECTION AND TESTING OF TRANSFORMER OIL:**
To ascertain the quality of transformer oil the manufacturer's test report should be submitted at the time of inspection. Arrangements should also be made for testing the transformer oil, after taking out the samples from the manufactured CTPT sets and tested in the presence of NESCO, WESCO, SOUTHCO representative (or) if desired, in an independent laboratory.
20. **DEPARTURE FROM SPECIFICATION:**
If the tenderer wishes to depart from this specification in any respect, he shall draw the attention to such points of departure explaining fully the reasons therefore. Unless this is

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done the requirements of this specification will be deemed to have been accepted in every respect.

21. NAME PLATE: -
The Purchase order No. and Date of purchase order, the words "PROPERTY OF WESCO/NESCO/SOUTHCO on the Name Plate. The name plate shall be non-detachable type & fixed with rivets, not with bolts& nuts. The nameplate should bear year & month of manufacture& other data as per IS. Space should be provided to punch the date of installation by user group.
22. WARRANTY:
The supplier will warrant for the satisfactory functioning of the material / equipment as per specification for a minimum period of 60 months from the date of receipt of the material / equipment in good condition.
23. The tenderer shall indicate the source of all materials. He shall also indicate the name of the supplier and make of conductor, Transformer oil Electrical Steel Laminations, Construction Steel etc.

24. FITTINGS:

The following standard fittings shall be provided.

- a) Rating and terminal marking plates non detachable -1no.
- b) Earthing terminals with bolt, nuts & washers for connecting earth wire - 2Nos.
- c) Lifting lugs -4Nos.for main tank and 2Nos. for top cover.
- d) Pressure relief valve. – 1 no.
- e) Bimetallic terminal connectors on the HV bushings – 6 Nos.
- f) HV bushings Outdoor – 6 Nos.
- g) Secondary terminals bushings – 10 Nos
- h) Base channels 75 x 40 mm.
- i) 5 year guarantee embossed plate welded to tank opposite side of name plate.
- J) Tank and over all dimensions.
- k) Weight content of a) core b) windings c) tank & fittings d) weight/qty. of oil e) over all weight.

Registered Office of NESCO, WESCO & SOUTHCO

ANNEXTURE - A

GUARANTEED TECHNICAL PARTICULARS OF OUTDOOR OIL IMMERSED 11 KV MU (CT: PT UNITS).
(To be submitted along with TECHNICAL BID)

Sl no	Particulars	Requirement	Offered By Bidder
1	Maker's name & address	To be indicated	
2	Manufacturer's Type & Design	To be indicated	
3	Type of cooling	To be indicated	
4	Nominal System Voltage	11 KV	
5	Highest System Voltage	12 KV	
6	Frequency	50 HZ	
7	Specification of CT & PT of Metering Unit		
A	Current Transformer		
	i	Type	Oil immersed
	ii	Accuracy Class	0.5
	iii	Rated output	15 VA
	iv	Insulation level	28KVrms/ 75 KVpk
	v	Short time thermal current rating for 3 sec	CT Primary 6 KA for 1 < 50/5A & 13.1KA for 1sec for =>50/5A
	vi	Saturation factor	To be indicated
	vii	Normal current density of primary winding	=<1.6 Amps per Sq.mm
	Knee Point Voltage	To be indicated	
	Continuous percentage over load	120%	
	ISF	As per IS	
B	Potential Transformer		
	i	Type	Oil immersed
	ii	PT ratio	11 KV/ $\sqrt{3}$ V /110/ $\sqrt{3}$ V
	iii	Rated output VA/phase	50
	iv	Class of accuracy	0.5
	v	Insulation level	28KVrms/ 75 KVpk
	vi	Winding connection	Star/Star
	vii	Rated voltage factor & duration	To be indicated
8.	Dimension of MS hot dip Galvanized tank		
	a	Height mm	To be indicated
	b	Breadth mm	
	c	Length mm	
9.	Thickness of MS Tank		3.15mm
	Side walls. Bottom		
	Top	5 mm	
	Edge bending in the Top Cover	To be provided	
	Standard pressure & duration that can be withstand	To be indicated	
10.	Weight of core and winding		
A.	Current transformer		
	i	Core	To be indicated in separate sheet for each rating
	ii	Primary winding	
	iii	Secondary winding	

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B.	Potential transformer		
	i	Core	To be indicated
	ii	Primary winding	
	iii	Secondary winding	
11.	Quantity of oil in Ltr (Min 35 Ltrs)		To be indicated
	Grade of Oil		To be indicated
12.	Total weight of complete ME including all accessories and oil		To be indicated
13	Resistance of primary & secondary winding per phase at 75° C:-		
	a	CT Winding (i) Primary	To be indicated in separate sheet for each rating
		(ii) Secondary	
	b	PT Winding (i) Primary	To be indicated
(ii) Secondary		To be indicated	

14	Maximum attainable winding temperature		85° C
15	a	Minimum phase to phase distance	255mm
	b	Shortest distance between metal part & earth	190 mm
16	a	Make & type of HT bushing	To be indicated
	b	Creepage distance of HV bushing	300mm (Min)
	Bi-metallic terminal connector with nut, plain washer, spring washer & check nut suitable for aluminum conductor as per IS: 1565		6 nos to be provided
18	Type of core material		To be indicated
19	Type & thickness of gasket used on		
	a	Top cover tank	To be indicated
	b	Secondary terminal box	To be indicated
	c	HV bushing	To be indicated
20	Details of Metering Unit		
A	CT details		
	a	Cross section area of each turn of CT winding (in sq. mm.)	
	i.	Primary winding	To be indicated in separate sheet for each rating
	ii.	Secondary winding	
	b.	No. of turns	
	i.	Primary winding	To be indicated in separate sheet for each rating
	ii.	Secondary winding	
	c.	Winding material	
	i.	Primary winding	To be indicated
	ii.	Secondary winding	To be indicated
B	PT details		
	a	Cross Section area of each turn of PT (in sq. mm.)	
	i.	Primary winding	To be indicated
	ii	Secondary winding	To be indicated
	b	Number of turns	
	i.	Primary winding	To be indicated
	ii	Secondary winding	To be indicated
	c	Winding materials	
	i.	Primary winding	To be indicated
	ii	Secondary winding	To be indicated
21	Identification/markings of		
	i.	Primary terminals	

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	a	Incoming	RM. YM. BM	
	b	Outgoing	RL. YL. BL	
	ii	Secondary terminals		
	a	CTs	1s1- 1s2. 2s1-2s2. 3s1-3s2	
	b	PTs	r.v.b.n	
22	Size and material of			
	i.	Primary studs	M12	
	ii	Secondary studs	M6	
23		Secondary Chamber shall have double door type & sealing arrangement in both the	To be provided	

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ANNEXTURE –B

GUARANTEED TECHNICAL PARTICULARS OF OUTDOOR OIL IMMERSED 33 KV MU (CT: PT UNITS)
(To be submitted along with TECHNICAL BID)

Sl. no	Particulars	Requirement	Offered
1	Maker's name & address	To be indicated	
2	Manufacturer's Type & Design	To be indicated	
3	Type of cooling	To be indicated	
4	Nominal System Voltage	33 KV	
5	Highest System Voltage	36 KV	
6	Frequency.	50 HZ	
7	Specification of CT & PT of Metering Unit		
A	Current Transformer		
	i	Type	Oil immersed
	ii	Accuracy Class	0.2
	iii	Rated output	5VA for up to 50/5 A, 10 VA for =>50/5 A
	iv	Insulation level	70KVrms/ 170 KVpk.
	v	Short time thermal current rating for 3 sec	CT Primary 6 KA for < 50/5A & 13.1 KA => above 50/5 A. V
	vi	Saturation factor	To be indicated
	vii	Normal current density of primary winding	=<1.6 Amps per Sq.mm
		Knee Point Voltage	To be indicated
		Continuous percentage over load	120%
	ISF	As per IS	
B	Potential Transformer		
	i	Type	Oil immersed
	ii	PT ratio	33KV/ $\sqrt{3}$ V/110/ $\sqrt{3}$ V
	iii	Rated output VA/phase	50
	iv	Class of accuracy	0.2
	v	Insulation level	70KVrms/ 170 KVpk
	vi	Winding connection	Star/Star
	vii	Rated voltage factor & duration	To be indicated
8.	Dimension of MS hot dip Galvanized tank		
	a	Height mm	To be indicated
	b	Breadth mm	
	c	Length mm	
9.	Thickness of MS Tank Side walls, Bottom.		3.15mm
	Top		5 mm
	Edge bending in the Top Cover		To be provided
	Standard pressure & duration that can be withstand		To be indicated
	Weight of core and winding		

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A.	Current transformer		
	i	Core	To be indicated in separate for each rating
	ii	Primary winding	
iii	Secondary winding		
B.	Potential transformer		
	i	Core	To be indicated
	ii	Primary winding	
iii	Secondary winding		
11.	Quantity of oil in Ltr	To be indicated	
	Grade of oil	To be indicated	
12.	Total weight of complete ME including all accessories and oil	To be indicated	

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13	Resistance of primary & secondary winding at 75° C per phase :-			
	a	CT Winding (i) Primary	To be indicated	
		(ii) Secondary	To be indicated	
	b	PT Winding (i) Primary	To be indicated	
(ii) Secondary		To be indicated		
14	Maximum attainable winding temperature		85° C	
15	a	Minimum phase to phase distance	430mm	
	b	Shortest distance between live part & earth	380mm	
16	a	Make & type of HT bushing	To be indicated	
	b	Creepage distance of HV bushing	900mm (Min)	
17	Bi-metallic terminal connector with nut, plain washer, spring washer & check nut suitable for aluminum conductor as per CT rating.		6 nos to be provided	
18	Type of core material		To be indicated	
19	Type & thickness of gasket used on			
	a	Top cover tank	To be indicated	
	b	Secondary terminal box	To be indicated	
	c	HV bushings	To be indicated	
20	Details of Metering Unit			
A	CT details			
	a	Cross section area of each turn of CT winding (in sq. mm.)		
	i.	Primary winding	To be indicated	
	ii.	Secondary winding	To be indicated	
	b.	No. of turns		
	i.	Primary winding	To be indicated	
	ii.	Secondary winding	To be indicated	
	c.	Winding material		
	i.	Primary winding	To be indicated	
	ii.	Secondary winding	To be indicated	
	B	PT details		
		a	Cross Section area of each turn of PT (in sq. mm.)	
		i.	Primary winding	To be indicated
		ii.	Secondary winding	To be indicated
b		Number of turns		
i.		Primary winding	To be indicated	
ii.		Secondary winding	To be indicated	
c		Winding materials		
i.		Primary winding	To be indicated	
ii.		Secondary winding	To be indicated	
21	Identification/markings			
	i.	Primary terminals		
	a	Incoming	RM, YM, BM	
	b	Outgoing	RL, YL, BL	
	ii.	Secondary terminals		
	a	CTs	1s1- 1s2, 2s1-2s2, 3s1-3s2	
b	PTs	r.v.b.n		
22	Size and material of			
	i.	Primary studs	M12	
	ii.	Secondary studs	M6	

Registered Office of NESCO, WESCO & SOUTHCO

23		Secondary Chamber shall have double door type & sealing arrangement in both the	To be provided	
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Registered Office of NESCO, WESCO & SOUTHCO

ANNEXTURE – C

GUARANTEED TECHNICAL PARTICULARS FOR OIL

(To be submitted along with TECHNICAL BID)

(

Sl.No	Characteristic.	Particulars	To be furnished by the Bidder
1.	Appearance.	The oil shall be clear and transparent and free from suspended matter or sediments and should conform to IS-335/93 or latest versions.	
2.	Density at 27 degrees C (max)	0.89 g/cm.	
3.	Kinematic Viscosity at 27 degrees C (max)	27 CST.	
4.	Interfacial Tension at 27 Degrees C (max)	0.04 N/M.	
5.	Flash point, pensky – marten (closed) (min)	140 Degrees C.	
6.	Pour point (max)	-10 Degrees C.	
7.	Neutralisation Value:		
	a) Total acidity (max)	0.01.	
	b) In-organic acidity alkalinity.	Nil	
8.	Corrosive sulphur.	Non-corrosive.	
9.	Electric Strength (breakdown voltage/minute)		
	a) New unfiltered oil. b) After filtration.	50 KV (rms)	50 KV (rms)
10.	Dielectric dissipation factor (Tan delta at 90 Deg. C (min)).	0.005.	
11.	Specific resistance (Resistivity). a)		
	At 90 Deg. C (min)	30×10^{12} ohms-cm.	
	b) At 27 Deg. C (min)	500×10^{12} ohms-cm	
12.	Oxidation stability		
	a) Neutralisation value after oxidation (max)		
	b) Total sludge after oxidation (max)	0.2 mg KOH/g	
13.	Ageing characteristics after accelerating ageing (open breaker method with copper catalyst) for 96 Hrs.as per ASTM D. 1934-1978)	0.05% by Weight.	
	a) Specific resistance (Resistivity)		
	a. At 27 Deg. C (min)	2.5×10^{12} ohms-cm	
	b. At 90 Deg. C (min)	0.20×10^{12} ohms-cm	
		0.20	
		0.5	
		0.5	

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- b) Dielectric dissipation factor
Tan delta at 90 Deg. C (max)
- c) Total sludge value (max)
- d) Total acidity (max)
- 14. Presence of oxidation inhibitor. Nil
- 15. Water content (max) 50 ppm

THE ABOVE PARTICULARS ARE HEREBY GUARANTEED.

Name of the Firm :
Signature :
Designation :
Date :

Registered Office of NESCO, WESCO & SOUTHCO

ANNEXTURE - D SCHEDULE OF BIDS FOR TECHNICAL (To be submitted along with TECHNICAL BID)

1. Name of tenderer with Office and factory address: Tel.No./Telex No.
/Fax No.
2. Specification No.
3. Address of Local Office and Tel.No./Telex/Fax No. :
4. Tenderer's Reference No. :
5. Last date and time of submission of Tender :
6. Date and time for opening of Tender :
7. Testing Facilities available :
8. Category of organization :
9. Whether qualifying certificates submitted :
10. Particulars of Earnest Money submitted :
11. Whether NESCO, WESCO, SOUTHCO delivery clause accepted :
12. Whether agreed to :
 - a) Inspection Clause :
 - b) Packing Clause :
 - c) Retesting Clause :
13. Whether the material/equipment offered conformed to
the relevant ISS specification and drawing.
14. Whether executed orders previously for the
items tendered now. Please
give full details of supplies made.
15. Whether the product bears ISI mark
16. Offer valid up to :
17. Delivery Schedule :
 - a) Commence with minimum quantity :
 - b) Rate of delivery per month/quarter :
And completion time
18. If any deviation, please mention in deviation
Sheet enclosed. :
19. Technical literature/catalogue of the
Materials offered enclosed. :
20. Manufacturer's supply experience
including user's certificate furnished or not. :
21. Type test certificate from any NABL ACCRIDETED Testing
Laboratory, Govt. of India :
23. Whether Guaranteed Technical Data Sheet
Particulars submitted.

Signature of Bidder
With Name and Seal of company

Registered Office of NESCO, WESCO & SOUTHCO

(This form is to be duly filled up and duly signed by the Bidder & submitted along with the tender.)

VOLUME- II

(Sample Forms)

2009-2010

(Tender Notification: CSO/35/Metering Units)

Date: 14.05.2010

Registered Office of NESCO, WESCO & SOUTHCO

Annexure - I

BID FORM

DESIGN & SUPPLY OF DISTRIBUTION TRANSFORMER TO WESCO/ NESCO/ SOUTHCO

To

Central Services Office
(NESCO, WESCO & SOUTHCO)
Plot No. N-1/22, Nayapalli
Bhubaneswar – 751 012
FAX: (0674) 255 8343, PH-(0674) 255 0043

Sir,

1. We understand that NESCO/WESCO/SOUTHCO are desirous of procuring Metering Units in their respective licensed distribution network area in the state of Orissa.
2. Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Drawings, Conditions of Contract and specifications for the sum of..... (figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
3. If our Bid is accepted, we undertake to deliver the entire goods within 90 days (3 months) from the date of award of purchase order/letter of intent.
4. If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 10% (Ten) percent of the total contract value for due performance of the Contract in accordance with the General Conditions of Contract.
5. We agree to abide by this Bid for a period of 120 days from the date fixed for bid opening under clause 9.0 of GCC, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We declare that we have studied the provision of Indian Income Tax Law and other Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.
7. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest, or any bid you may receive.
9. There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract, Clause 19 of GCC.

Dated this..... day of..... 20.....

Signature..... In the capacity of

.....duly authorized to sign for and on behalf of
(IN BLOCK CAPITALS).....

FORMAT FOR BID SECURITY BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs. 50/- purchased in the name of the bank)

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] (hereafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch name and address], having our registered office at [address of the registered office of the bank] (hereinafter called “the Bank”), are bound unto North Eastern Electricity Company of Orissa Ltd., with it’s Registered Office at Plot No.N-1/22,Nayapalli, Bhubaneswar – 751 012, (hereinafter called “the Purchaser”) in the sum of Rsfor 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 withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; 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 Instructions to Bidders/ GENERAL CONDITIONS.;

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 is its demand the purchaser will note that 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 thirty (30) days after 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)

Signature of the witness

Registered Office of NESCO, WESCO & SOUTHCO

Annexure - III

PROFORMA FOR BANK GUARANTEE FOR COMPOSITE PERFORMANCE

(To be issued in a Non Judicial Stamp Paper of Rs. 50/- purchased in the name of the bank)

Bank Guarantee No.....
Date.....
Ref.....

To

NESCO/ WESCO /SOUTHCO (As the case may be)
Registered Office at:
Plot No. N-1/22, Nayapalli
Bhubaneswar – 751 012
FAX: (0674) 255 8343, PH-(0674) 255 0043

Dear Sirs,

In consideration of the (WESCO/NESCO/SOUTHCO) here in after termed as “Purchaser” having awarded to M/s. with its Registered Office/Head Office at..... (hereinafter referred to as the ‘Contractor’ which expression shall unless repugnant to the context meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Letter of Award No.dated.....and the same having been acknowledged by the Contractor, resulting in a Contract bearing No. Dated.....valued at.....for.....and the Contractor having agreed to provide a Composite Performance Guarantee for the faithful performance of the entire Contract including guarantee & warranty obligation equivalent to *.....% (.....percent) of the said value of the Contract to the Purchaser.

We.....(Name & Address) having its Registered Office at..... hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Contractor to the extent of.....**.....as aforesaid at any time upto(days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Purchaser and further agrees that the Guarantee herein contained shall continue to be enforceable till the Purchaser discharges this Guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or

Registered Office of NESCO, WESCO & SOUTHCO

to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not to be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Supplier and notwithstanding any security or other Guarantee the Purchaser may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted toand it shall remain in force upto and including and shall be extended from time to time for such period (not exceeding one year),as may be desired by M/s..... on whose behalf this Guarantee has been given.

Dated this..... day of 20..... at.....

WITNESS

(Signature).....

(Signature).....

(Name).....

(Name).....

.....
(Designation with Bank Stamp)

(Official Address)

Attorney as per Power of Attorney No.....
Dated.....

NOTE:

1. *This sum shall be Ten percent (10%) of the Contract value.

 **The date will be ninety (90) days after the end of Warranty Period as specified in the Contract.
2. The stamp papers of appropriate value shall be purchased in the name of issuing bank.
3. Performance security is to be provided by the successful bidder in the form of a bank guarantee, which should be issued by any Scheduled Bank.

Annexure-IV

NON COMPLAINE SCHEDULE

On this schedule the bidder shall provide a list of non-compliance/ deviations of offered materials with our Guaranteed Technical Particulars & other terms and conditions contained in our Tender Specification. Each non-compliance shall be referred to the relevant specification clause/ sl.no of the Tender Specification. Any deviation not mentioned in this schedule shall not be considered as a valid deviation. In such cases the bidder shall be deemed to have agreed to our tender terms & Guaranteed Technical Particulars.

Page No. / Clause No. of Tender Specification.	Requirement as per Tender Specification	Non-Compliance/ Deviation Offered

Signature of the bidder with company Seal

FORMAT FOR COST DATA					
ITEM DESCRIPTION					
Sr. No.	PARTICULARS	UNIT	UNIT RATES (RS.)	QTY.	AMT (Rs)
1.	CORE (M4 or better)	KG			
2.	ALLUMINIUM / COPPER	KG			
3	INSULATION PAPER	Meter			
4.	OIL	LTRS			
5.	TANK	Kg			
6.	CHANNELS/STEELS(EXCEPT TANK)	KG			
7	INSULATORS / BUHIUNGS	NO			
8	OTHERS	LUMP SUM			
				TOTAL	
	WASTAGE @%				

PAST PERFORMANCE DETAILS

Capacity of Metering Unit	FY	Name/Address of the Costumer	Order Ref	Order Qty	Supply Qty	Date of Supply	Performance Certificate Ref
33 KV MU	2007-08						
	2008-09						
	2009-10						
11 KV MU	2007-08						
	2008-09						
	2009-10						

Note: 1) Copies of necessary documents in support of above details needs to be submitted along with the bid.
 2) The Purchaser reserves the right to make correspondence with the costumers regarding confirmation of any/all of the above facts.

Registered Office of NESCO, WESCO & SOUTHCO

Annexure - VII

TENDER NOTICE NO. CSO/33/Metering Units dtd.12.052010, Due date of opening 28.052010

Price Schedule for Goods Offered

Name of Bidder -----Page -----Of-----

1	2	3	4	5							6	7
				Price for KM (In Rs.)								
S I. N o.	Item Descriptio n	Tende r Qty (In No.)	Offere d Qty(In No.)	Ex- works	Excise Duty Amnt. @ of	Sales Tax/VAT Amnt. @ of with Surcharge (If any)	Packing & Forwardi ng	Inland transportatio n ,insurance& other local costs incidental to delivery	Entr y Tax @ of.	Any other taxes & duties	Unit Price(a+b+c +d+e+ f+g)	Total Price (col.4x6) (In Rs.)

Signature of Bidder-----

Note: 1) In case of discrepancy between unit price & total, the unit shall prevail.