

North Eastern Electricity Supply Company of Orissa Limited (NESCO)
Western Electricity Supply Company of Orissa Limited (WESCO)
Southern Electricity Supply Company of Orissa Limited (SOUTHCO)
Registered Office,
Plot No.N 1/22,Nayapalli,Bhubaneswar,Orissa- 751012
Ph.No.(0674) 255 0043, Fax: (0674) 255 8343

VOLUME- I

(Tender Notification: CSO/31/AB Cable)

Date: 20.01.2010

Section – I

INVITATION FOR BIDS (IFB)

(Tender Notification: CSO/31/ AB Cable)

Date: 20.01.2010

Registered Office of NESCO, WESCO & SOUTHCO

- 1.0** The Registered Office of NESCO, WESCO & SOUTHCO (here in after referred as **CSO**) invites Sealed tenders for supply of following sizes of **LT XLPE AB Cable** from the enlisted vendors. The sealed envelopes shall be duly superscribed as **“TENDER NOTICE/CSO/31/AB Cable due for opening on dated 06.02.2010**

Sl. No.	Size of AB Cable	Qty (In KM)			
		WESCO	NESCO	SOUTHCO	TOTAL
1	3 x 95 + 1 x 55 + 1 x 16 sq. mm	200	0	5	205
4	3 x 50 + 1 x 35 + 1 x 16 sq. mm	200	500	30	730
	TOTAL	400	500	35	935

- 2.0** The schedule of specifications with detail terms & conditions can be obtained from the address given below against demand draft of **Rs. 10000/- (Rupees Ten Thousand) plus 4% VAT**, drawn in favour of NESCO Ltd., payable at Bhubaneswar. The tender papers will be issued on all working days up to **05.02.2010**.

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

www.nescoorissa.com, www.wescoorissa.com, www.southcoorissa.com

In case tender papers are downloaded from the above website, 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/31/AB Cable”. This envelope should accompany the Bid Documents.

Offers will be received upto **2.00 PM. on DT. 06.02.2010** & will be opened at the address given below at **4.00 PM.** on same day in presence of the authorized representatives of the bidders. The schedule of specifications with detail terms & conditions are enclosed. It is the sole responsibility of the tenderer to ensure that the bid documents reach this office on or before the cut off due date of tender opening.

CSO 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

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Guarantee. Bid security against previous Tenders, if any, will not be adjusted towards Bid security against this Tender.

- (ii). The offer does not contain "FOR, Balasore/ Burla / 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.

3.0 Qualification Criteria:-

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

- a) **The bidder must be a manufacturer having valid BIS certificate for manufacturing LT XLPE AB Cable.**
- b) **The bidder must have successfully carried out Type Test on similar or size of AB cable from any NABL Accredited Laboratory. The said Type test reports should not be prior to 5 (five) years from the date of opening of bid.**
- c) **Bidder must quote for minimum 25% of the tendered quantity for each size of AB Cable.**
- d) **Bidder should have supplied at least 100% of the offered quantity to Electricity Distribution Utility / PSU during any of the preceding past 3 financial years (FY 2006-07, FY 2007-08 & FY 2008-09). The bidder should enclose copies of purchase orders & performance certificates from above users as proof of successful operation in field.**

4.0 Project Completion Schedules:

Description	Date
Issue of Tender Document	21.01.2010
Receipt of Queries from Bidders by fax (if any)	25.01.2010. by 11.00 A.M
Replies to the Queries	27.01.2010 by 5.00 P M
Submission of Bids	06.02.2010 by 2.00 PM
Opening of Bids	06.02.2010 at 4.00 PM
Receipt of Clarification from Bidders (if any)	22.02.2010 by 5.00 P M
Opening of Price Bid	28.02.2010
Issue of LOI / Purchase Order	05.03.2010
Supply completion	Phased manner & to be completed within 90 days from the date of LOI.

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- 5.0** 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@orissadiscoms.com
[/susanta.sarangi@orissadiscoms.com](mailto:susanta.sarangi@orissadiscoms.com)
Mobile: 93382 14150 / 93376 46022

SECTION – II

**INSTRUCTION TO BIDDERS (ITB)
2009-2010**

(Tender Notification: CSO/31/AB Cable)

Date: 20.01.2010

Registered Office of NESCO, WESCO & SOUTHCO

A. GENERAL

1.0 NESCO / WESCO / SOUTHCO, hereinafter referred to as the "Purchaser" is desirous of implementing the various works at their respective licensed area in the state of Orissa.

2.0 SCOPE OF WORK

The scope shall include Design, Manufacture, Shop Testing at works 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.

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:

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) & GTP Formats | - | Section - IV |

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Volume - II

- | | | |
|-----|-------------------------------------|------------------|
| (a) | Bid Form | - Annexure – I |
| (b) | BG Formats | - Annexure – II |
| (c) | Price Schedule | - Annexure – III |
| (d) | Non compliance | - Annexure – IV |
| (e) | Abstract of General Terms Condition | - Annexure – V |

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.

8.0 DOCUMENTS COMPRISING THE BID

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

- Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Clause 9.0, 10.0, 11.0 and Technical Specification;
- All the Bids must be accompanied with the required bid security as mentioned in the Section-I against each tender.
- 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.

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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% 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) 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.

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
 - (ii) to furnish the required performance security.

10.0 BID PRICES

10.01 Bidders shall quote for the entire Scope of Supply 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.

10.02.1 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.

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12.0 PERIOD OF VALIDITY OF BIDS

- 12.01 Bids shall remain valid for 120 days from the date of opening of the 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", 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 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.
- 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 Bid Documents shall be sealed and submitted to the Purchaser along with one soft copy of guaranteed technical particular (NOT IN PDF) in a compact disc before the closing time for submission of the bid.
- 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 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. 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 no later than 2.00 PM. on 06.02.2010

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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.

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

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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.

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.

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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.

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)
2009-2010

(Tender Notification: CSO/31/AB Cable)

Date: 20.01.2010

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".
- 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.
- 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.

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- 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:
- Commodity Name:
Name of the Supplier:
Net Weight:
Size:
- 8.0 Price Basis
- 8.01 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 Purchaser 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 certificate.

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- b) For claiming 100% payment a Composite Performance Bank Guarantee of 10% of the total order value of the goods, is to be provided which shall remain valid for a period beyond 90 days from the warranty period as per clause no. 12.0.
- c) 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 30 months from the date of commissioning or 36 months from the date of last receipt goods at stores, whichever is earlier. The manufacturer shall guarantee to replace or repair to the satisfaction of the purchaser the defective parts at site free of cost within the above period. Should however, 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. Contractor shall submit a Composite Performance Guarantee of 10% of the order value valid for a period of 90 days beyond the expiry of the warranty period.

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 price of the Contract. The CPBG shall be valid for a period beyond 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 Composite 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

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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 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.

17.0 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.

18.0 Liquidated Damages (LD)

- 18.01 If supply of items / equipments is delayed beyond the supply schedule as stipulated in purchase order/LOI, then the Contractor shall be liable to pay to the Purchaser as LD for such delay, a sum of 1.0% of the contract price for every week of delay or part thereof. The LD shall be computed on the undelivered value of goods as per the delivery schedule.
- 18.02 The total amount of LD for delay under the contract will be subject to a maximum of Ten percent (10%) of the contract price
- 18.03 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.

19.0 The Laws and Jurisdiction of Contract:

- 19.01 The laws applicable to this Contract shall be the Laws in force in India.
- 19.02 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

20.0 Events of Default

- 20.01 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;

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- (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
- (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.

21.0 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.

22.0 Force Majeure

- 22.01 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.

- 22.02 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.
- 22.03 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.
- 22.04 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.

23.0 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.

24.0 THIRD PARTY INSURNACE

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

25.0 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 detecting 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.

26.0 Waiver

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

27.0 Indemnification

- 27.01 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.
- 27.02 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)
2009-2010

Tender Notification: CSO/31/ AB CABLE

Date: 20.01.2010

LT XLPE AB CABLE

TECHNICAL SPECIFICATION

1.0 SCOPE:

- 1.01 This specification covers the design, manufacturing, testing, supply, delivery at designated stores of NESCO/WESCO/SOUTHCO of ISI MARKED LV overhead Aerial Bunched XLPE insulated Cable (ABC) of different sizes indicated in our Schedule of Requirements for use in the LV network of NESCO/ WESCO/SOUTHCO.
- 1.02 The materials offered shall have been successfully type tested in any NABL accredited laboratory within a period for past 5 years.
- 1.03 However where the bidder offers similar but not identical material but higher size to that which has been type tested, the difference shall be stated in Test Certificate Schedule. The purchaser shall adjudge whether to accept or reject the offered material and type test data presented.
- 1.04 The Aerial Bunched Cable shall conform in all respects to highest standards of engineering, design, workmanship, this specification and the latest revisions of relevant standards at the time of offer and the Purchaser shall have the power to reject any work or material, which, in his judgment is not in full accordance therewith.
- 1.05.1 The bidder should be a manufacturer of Aerial bunched cables. The tenders from trading firms shall not be considered.
- 1.06 The bidder must possess valid ISI License on the date of submission of tender.

2.0 STANDARDS:

- 2.01 Except where modified by this specification, the Aerial Bunched Cable shall be designed, manufactured and tested in accordance with the latest editions of the following standards.

Indian Standard	Material
IS: 398/1994	Round wire concentric lay Overhead electrical Stranded Conductors.
IS: 398 (Part-4)/1974/1994	All Aluminum Alloy Conductors, Quality Management Systems.
IS: 8130/1984	Conductors for insulated Electric cables.
IS: 10810/1984	Method of Tests for cables.
IS: 7098/1998	XLPE Insulated PVC Sheathed power cables.
IS: 14255/1995	Aerial Bunched Cables for working voltage up to and including 1100 volts.

- 2.02 The Bidder may propose alternative standards, provided it is demonstrated that they give a degree of quality and performance equivalent to or better than the referenced standards. The purchaser shall adjudge whether to accept or reject any standards.

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2.03 The Bidder shall furnish a copy of the alternative standard proposed along with his bid. If the alternative standard is in a language other than English, an English translation shall be submitted with the standard.

2.04 In case of conflict the order of the precedence shall be (1) Indian Standards, (2) Other alternative standards. This list is not to be considered exhaustive and reference to a particular standard or recommendation in this specification does not relieve the Manufacturer or the necessity of providing the goods complying with other relevant standards or recommendation.

3.0 SERVICE CONDITIONS:

3.01 The service conditions shall be as follows:

- | | |
|--|--------|
| (a) Maximum altitude above sea level | 500 m |
| (b) Maximum ambient air temperature | 50° C |
| (c) Maximum daily average ambient air temperature | 35° C |
| (d) Maximum ambient air temperature | 5° C |
| (e) Maximum temperature attainable by an object exposed to sun | 60° C |
| (f) Maximum yearly weighted average ambient temperature | 32° C |
| (g) Maximum relative humidity | 100% |
| (h) Average number of thunderstorm days per annum | 70 |
| (i) Average number of rainy days per annum | 120 |
| (j) Average annual rainfall | 150 cm |
| (k) Wind pressure as per IS:5613(Part-I/Sec.I) 1985 | |

Wind Zones IS:5613 Part-I/Sec-I	Light	Medium	Heavy
Terrain Category	100 Kg/m ²	150 Kg/m ²	200 Kg/m ²

3.02 Environmentally, the region where the work will take place includes coastal areas, subject to high relative humidity, which can give rise to condensation. Onshore winds will frequently be salt laden. On occasions, the combination of salt and condensation may create pollution conditions for outdoor insulators.

3.03 Therefore, outdoor material shall be designed and protected for use in exposed, heavily polluted salty corrosive and humid coastal atmosphere.

4. SYSTEM CONDITIONS:

The materials shall be suitable for installation in supply systems of the following characteristics.

- | | |
|-------------------------------------|-----------|
| a) Frequency | 50Hz |
| b) Nominal System Voltage | 400/230V |
| c) Maximum System Voltage LV System | 440/250 V |

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- d) Minimum LV Voltage 370 V
- e) Power frequency one minute withstand (set & dry) 2KV
- f) Neutral Earthing arrangement LV System Solidly earthed

5.0 GENERAL/ TECHNICAL

5.01 The sizes and number of cores required are:

3x95mm²{Phase} + 1x55mm² {Messenger} + 1x16 mm² {Street Light
3x50mm²{Phase} + 1x35mm²{Messenger}} + 1x16 mm² {Street Light}

5.02 The type of Bunched Cables shall be three/single phase and street lighting insulated bundled. All Aluminum Alloy Conductors combined with a neutral / Messenger which shall be of heat treated aluminum magnesium silicon alloy wires containing approximately 0.5% each of magnesium and silicon respectively.

5.03 The conductor bundle offered shall be designed to meet the requirements set out in this specification taking note of safety factors pertaining to conductor or catenary tensioning and Purchaser's specification: General Technical Requirements for LV overhead lines. The Bidder shall specify the standard to which this bundle shall be manufactured.

CONDUCTORS:

Phase & street light conductor

The phase & street light conductors shall be of multi-stranded H2 (up to 50 sq.mm) & H4 (for 90 sq.mm) grade aluminum of compacted circular cross section. The aluminum shall comply with IS 8130:1984.

FOR PHASE AND STREET LIGHT CONDUCTOR

SL NO	SPECIFIED CROSS SECTIONAL AREA	NO OF STRANDS	NOMINAL DIA OF EACH STRANDS	APPROX OVERALL DIA OF CONDUCTING PART OF THE COMPACTED CONDUCTOR	MAX DC RESISTANC E	NOMINAL INSULATION THICKNESS	Mass. of Al. conductor minimum Kg / KM (After compaction)
1	16	7	1.7	4.5	1.91	1.2	42
2	50	7	3.05	8.1	0.641	1.5	127
3	95	19	2.55	11.3	0.320	1.5	249

Note: No negative tolerance is allowable on diameter.

Messenger (Bare neutral conductor)

The messenger conductor shall be of multi-stranded circular Aluminum Alloy conforming to IS 398 (Part 4) – 1994 & which shall be of heat treated aluminum magnesium silicon alloy wires containing approximately 0.5% each of magnesium and silicon respectively. The bare Neutral conductors shall be flexibility class 2 of IS: 8130:1984.

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There shall be no joints in any wire of the messenger conductor except those made in the base rod or wire before final drawing. The direction of outer layer of wires in messenger conductor shall be right hand.

FOR MESSENGER CONDUCTOR

TOLERANCES:

7.01 For wires used in Aerial Bunched Cables, the measurement of wire diameter shall not depart from the nominal diameter by more than +0.03mm for wires up to and including 3.00mm diameter. For wires above that size, measurement of wire diameter shall not depart from the nominal diameter by more than +1%.

7.02 For the purpose of checking compliance with the above requirement, the diameter shall be determined by two measurements at right angles taken at the same cross section.

SL NO	SPECIFIED CROSS SECTIONAL AREA	NO OF STRANDS	NOMINAL DIA OF EACH STRANDS	MAX DC RESISTANCE	Mass. of Al. conductor Kg / KM
1	35	7	2.55	0.986	96
2	55	7	3.15	0.6210	149.2

8.0 SPLICES IN WIRES:

8.01 Splices in Wires shall generally comply with requirements of IEC 1089.

8.02 The aluminum alloy rods may be spliced by cold pressure but welding before drawing provided the manufacturer can guarantee that the splice can develop 90% of the tensile strength of the un-sliced rod. Wires which break during stranding may be sliced by cold pressure butt-welding provided that:

8.03 No two splices in the completed conductor occur within 15m of each other and no two splices in any individual wire are less than 150m apart.

8.04 The splice shall be done with high skilled workmanship. The finished splice shall be smooth and at no point shall the cross sectional area be less than that of the un sliced wire.

8.05 Splicing of the alloy wires on the stranding machine in order to utilize lengths of wires on reels shall not be permitted.

9.00 INSULATION:

10.01 The insulation shall be of the dry cured cross-linked polyethylene type (XLPE) applied by pressure extrusion and shall comply with Table-1, of IS: 14255/1995 & IS: 6474.

10.02 The Aerial Bunched Cables shall be insulated for a voltage class of 0.65/1.1 KV and shall be capable of operating permanently at 1.2KV.

10.03 The insulation wall thickness shall be determined in accordance with Table-4 (Clause-7.2 and Clause 7.3) of IS: 14255/1995.

10.04 The insulating material shall be black and suitable to resist ultra violet radiation, salt laden sprays, chemical pollution, ageing effects, abrasion and mechanical shocks and mechanical and electrical stress at temperature up to 90°C in normal continuous operation and 250°C under short circuit conditions per IEC: 502/1994.

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- 10.05 The carbon black content in the XLPE insulation will be 2.5 % only.
- 10.06 The XLPE material shall be preferably of DOW, BOREALIS or any reputed make subject to the prior approval of the purchaser.
- 11.0 PHASE IDENTIFICATION:
- 11.01 The individual insulated conductors within a bundle shall be identified by means of longitudinal projections as per IS: 14255/1995.
- 11.02 The three phase conductors shall be marked by one, two or three longitudinal projections, indicating the red, yellow and blue phases.
- 11.03 The projections shall have the following dimensions.
- The distance between the tips of two adjacent projections, where there is more than one, shall be between 1.0 and 1.5.
- The width of the projection at the base shall be 1.0mm; and
- The height of the projections shall be 0.5mm.
- 12.0 EMBOSSING:
- The cable shall be required to be embossed with the word on the insulation surface at every two meter intervals.
- ISI Mark
 - Employer's name or log. NESCO / WESCO / SOUTHCO / T - 31
 - Manufacturer's trademark identification for example "UCXLPE50"
 - Year of manufacture: last two digits are sufficient:
 - Designation of conductor type
 - Bundle size: for example "3x50"
 - Back up conductor identification: conductors with one, two and three projections shall be marked R, Y and B respectively. The conductor with no projection shall be marked N
 - The progressive length of cable in meter on each individual cable
 - The height of the printed lettering shall be not less than 20% of the overall diameter of the conductor
- 13.0 TWIST: (LAYING UP)
- 13.01 The phase conductors shall be twisted around the bare messenger conductor without fillers with a lay not exceeding 35 times the diameter of the insulated phase conductor.
- 13.02 With a bare catenaries configuration the insulated phase cables together with the street lighting cores shall be twisted round the neutral catenaries to form the ABC.

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14.00 CABLE DRUM LENGTH:

The cable shall be supplied in 500m Drum Lengths.

15.00 INSPECTION:

15.1 All the tests (as mentioned below) & Inspection shall be made at the place of Manufacturer's work unless otherwise especially agreed upon by the bidder & purchaser at the time of purchase. The bidder shall afford the inspection officer(s) representing the purchase all reasonable facilities without charges, to satisfy him that the material is being furnished in accordance with this specification. The purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is a dispute regarding the quality of supply.

15.2 The Inspection may be carried out by the purchaser at any stage of manufacturer / before dispatch as per relevant standard.

15.3 Inspection & Acceptance of any material under the specification by the purchaser shall not relieve the bidder of his obligation of furnishing material in accordance with the specification & shall not prevent subsequent rejection if the material is found to be defective. The Bidder shall keep the purchaser informed in advance, about manufacturing programme so that arrangement can be made for inspection.

15.4 The bidder shall give 15 days advance intimation to enable the purchaser to depute his representative for witnessing the type, acceptance & routine tests. The Inspection charges would be to the Purchaser's account.

15.5 The Supplier shall present the Calibration Certificate(s) of testing instruments/ equipments to be used for the testing of the material covered in the Purchase Order to the authorized inspecting Officer/Inspecting agency of the purchaser. The testing instruments/ meters/apparatus etc. should be got calibrated by the supplier from time to time from independent testing laboratory / house having valid accreditation from NABL for the testing equipment or from original manufacturer having traceability to NABL/NPL/ or equivalent. The calibration certificate(s) should not in a case is older than one year at the time of presenting the same to the inspecting officer/ inspecting agency of the purchaser. The testing instruments/ equipments should be duly sealed by the Calibrating Agency and mention thereof shall be indicated in the calibration certificate(s).

16.00 TESTS:

16.01 Routine Tests

The following measurement or tests shall be carried out on all drums and coils of Bunched cable:

Conductor resistance
High Voltage test.

The conductor to be tested for conductor resistance shall be stored for at least 12 hours in a room at particular constant temperature. If it can not be established that the conductors have reached the room temperature, the test should be postponed for a period of further 12 hours. Alternatively, the test can be carried out on short sample after remaining one hour in a temperature controlled water bath. The test shall be carried out and the conversion factors used to convert the resistance value to a base of 200°C and one Km. The DC resistance of each conductor shall not exceed the appropriate maximum values specified in IEC:228/IS:6474.

The voltage test shall be conducted by applying to each core 3.5KV AC (2.5 U_0 plus 2 KV) or 8.4 KV DC for 5 minutes with the specimen lying in a water bath at ambient temperature. The conductor shall pass the test if no electrical breakdown occurs.

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16.02 Acceptance Tests (Test before dispatch & will be witnessed by representatives of NESCO/WESCO/SOUTHCO))

The following sample check, measurements and test shall be carried out under the Acceptance Tests as per IS 14255 – 1955, IS: 398 (Part – IV) 1994, IS 8130 / 1984. The number of samples to be selected shall depend on the number of drums in the lot. Sampling for conducting acceptance tests shall be in accordance to clause No.10.2.1 of IS: 14255/1995.

- a) Measurement of insulation wall thickness;
- b) Measurement of diameter of each strand, overall outside dia & Cross Sectional Area of the conducting Part.
- c) Measurement of diameter & cross sectional Area of each strand after entwining.
- d) Tensile strength of individual wires of conductor (for phase conductor)
- e) Wrapping test (for phase conductor)
- f) Breaking load test for messenger conductor.
- g) Elongation test for messenger conductor.
- h) Conductor resistance test
- i) Insulation resistance test
- j) Tensile strength and elongation at break test.
- k) Hot set test for XLPE insulation
- l) High voltage test on all drums immersed in water & apply test voltage 3.5 kv AC for 5 min.
- l) Volume resistivity test.

These tests should be carried out on one length from each production batch of the same sample.

16.02-A Bending Test on a complete cable

This test shall be performed on a sample of completed cable. The sample shall be bent around a test mandrel at room temperature for at least one turn. It shall then be unwound and the process shall be repeated after turning the cable sample around its axis by 180°. This process shall be repeated twice more. There shall be no signs of breaking or cracking of the cable insulation during this test.

The diameter of the mandrel shall be:

$$10 (D+d)$$

Where D = Actual diameter of the cable (mm)

d = Actual diameter of the conductor (mm)

16.02-B Measurement of drum length

At the works of the manufacturer, the cable shall be transferred from one drum to another for checking any manufacturing defects in the cable drums selected for conducting acceptance tests at the same time measuring its length with the help of graduated pulley & cyclometer. The difference in the average length thus obtained from the declared length by the supplier in the packing list shall be applied to all the drums if the cable is found short during checking the sample lot(s).

16.02-C Rejection and Retests

Should any one of the test pieces first selected fail to pass the tests, two further samples from the same batch shall be selected for testing, one of which shall be from the length from which the original test sample was taken unless the length has been withdrawn by the supplier.

Should the test pieces from both of these additional samples satisfy the requirements of the tests, the batch represented by these samples shall be deemed to comply with the standard. Should the test

pieces from either of the two additional samples fail, the batch represented shall be deemed to have failed.

16.04 Type Tests

At the option of purchaser, the material received in the stores may be selected and sealed in the presence of representative of supplier for getting it type tested at any CPRI / independent NABL accredited testing laboratory. The transportation charges of sample from store to test house shall be borne by NESCO/WESCO/SOUTHCO, whereas the charges incurred towards type test of the material at the test house shall be borne by the supplier. The testing charges should be remitted through D.D in favour of Test House. The name of the test house shall be intimated separately.

In case sample from first lot fails then:

- a) Supplier shall have to replace the full quantity of the respective inspected lot supplied to various stores and lying unused at stores.
- b) For the quantity already utilized against the order in field, a deduction of @ 30% (Thirty percent) of F.O.R Destination price of the the material supplied shall be made.
- c) Sample from next lot shall be selected again for type test. All the test charges incurred towards type test shall be borne by the supplier.

In case sample again fails then:

- d) The quantity lying unused at various stores shall be rejected.
- e) For the quantity already utilized against the order in field, a deduction of @ 30% (Thirty percent) of F.O.R Destination price of the material supplied shall be made.
- f) Further supplies shall not be accepted.

The test sample shall be 10m to 15m in length. All cores of the bundles shall be tested.

- Insulation resistance at ambient temperature.
- Insulation resistance at operating temperature.
- AC voltage test.

The insulation resistance test at ambient temperature shall be carried out in a water bath at ambient temperature.

The insulation resistance test at a operating temperature shall be conducted in a water bath at 90°C.

The longitudinal projections used for phase identification shall be ignored. The results of this test shall be used to calculate the volume receptivity and the results conform to the requirements of IEC: 502/1994 or IS 10810 (Part-43).

The AC voltage test shall be carried out by applying 1.95KV ($3U_0$) for four hours to the sample, which shall be submerged in a water bath at ambient temperature, having been steeped for a period not less than one hour. The test shall only be deemed to have been passed if no breakdown occurs.

Furthermore, the following non-electrical type tests shall also be carried out:

- Insulation wall thickness: the longitudinal projections used for phase 1 identifications shall be ignored as per IS 10810 (Part-6);

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- Ageing test, consisting of an evaluation of the retention of the mechanical properties of the insulation after ageing.
- Wrapping test: as per IS 10810 (Part-3);
- Tests for bleeding and blooming of pigment as per IS 10810 (Part-9)
- Thermal expansion of insulation.
- Measurement of carbon black content as per IS 10810 (Part-32).
- Water absorption by the XLPE insulation, shrinking of the XLPE insulation.
- Tensile test: adhesion between conductor and insulation.

The adhesion test requires a tensile testing machine. A sample of at least 300mm length shall be selected and straightened out. The insulation shall be removed for a length of 150mm. The insulated end shall be held in the upper grip head and the bare conductor on the lower grip head. Tension shall be applied at a speed of 500mm/ min until the conductor first begins to slide within the insulation. The test shall have been passed if the conductor and insulation combination can stand 75N/mm² without slippage occurring.

The neutral conductor shall be type tested in accordance with the requirements of IS 398 (Part-IV) 1994.

17.0 COMPLIANCE WITH SPECIFICATION:

The Aerial Bunched Cable shall comply in all respects with the requirements of this specification. However, any minor departure from the provisions of the specification shall be disclosed at the time of bidding in the Non-compliance Schedule of this document.

18.00 COMPLIANCE WITH REGULATIONS:

All the cables shall comply in all respects with the Indian Regulations and Acts in force. The cables and connections shall be designed and arranged to minimize the risk of fire and any damage, which might be caused in the event of fire.

19.00 GUARANTEE:

The manufacturer shall guarantee the following:

Quality and strength of materials used.

Satisfactory operation during the guarantee period of 24 months from the date of commissioning or 30 months from the date of last receipt of the goods at stores of the purchaser which ever is earlier.

Performance figures as supplied by the bidder in the technical data sheet.

20.00 PACKING AND SHIPPING:

- 20.01 The cable shall be wound on strong drums or reels capable of withstanding all normal transportation and handing.

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20.02 Each length of cable shall be durably sealed before shipment to prevent ingress of moisture. The drums reels or coils shall be lagged or covered with suitable material to provide physical protection for the cable during transit or during storage and handling operations.

20.03 If wooden drums are used then the drums shall conform to IS: 10418 with latest amendments thereof. The drums should have supporting plate with bush at central hole. The end of the cable shall be sealed by means of non hygroscopic sealing materials.

20.04 Each drum or reel shall carry or be marked with following information:

- Individual serial name
- Employer's name
- Destination
- Contact Number
- Manufacturer's name
- Year of manufacture
- Cable size and type
- Length of conductor (meters)
- Net and Gross mass of conductor (Kg)
- All necessary slinging and stacking instructions
- Destination
- Manufacturer's name

20.05 Details of drums length tolerance & short length shall be as follows.

- Tolerance in drum length shall be $\pm 5\%$.
- Total order quantity tolerance shall be $\pm 2\%$.
- Only one drums non standard length to be acceptable in one lot of inspection.

21.0 STORAGE:

21.01 The site selected for the storage of cable drums shall be well drained and preferably have a concrete/ firm surface which will prevent the drums sinking into the ground or being subjected to excess water thus causing flange rot.

21.02 All drums shall stand on battens, in the upright position and in such a manner to allow sufficient space between them for adequate air circulation. During storage the drums shall be rotated 90° every three months. In no instances shall be the drums be stored "flat" on their flanges or one on top of each other.

22.0 SUBMITTALS ALONG WITH GUARENTEED TECHNICAL PERTICULARS:

The following shall be required in duplicate along with the bid:

- a) Completed Guaranteed technical data sheets;
- b) Descriptive literature giving full technical details of equipment offered.
- c) Outline dimension drawing for each type of conductor, for each bundle showing the conductor strand, composition and the bundle twist;

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- d) Type test certificates, where available, and sample routine test reports;
- e) Detailed reference list of customers already using equipment offered during the last five years with particular emphasis on units of similar design and rating;
- f) Details of manufacturer's quality assurance standards and program and ISO 9000 series or equivalent national certificates;
- g) Deviations from this specification to be submitted as per Non-Compliance.

23.0 COMPLETENESS OF CONTRACT:

The Manufacturer without extra cost, although not specifically mentioned herein, but necessary or usual for similar equipment and their efficient performance shall be included in their offer. The Bid shall clearly indicate if any additional equipment or parts would be necessary to give complete offer and if so, the details and prices shall be included in the bids.

LT XLPE AB CABLE:

GURANTEED TECHNICAL PARTICULARS

To be specified by the Bidder

Sl. No.	Description	UNIT	Bidder's offer
1	Name of Manufacturer		
2	Place of Manufacturer		
3	Nominal size of Conductor Bundle	mm ²	Bidder has to submit separately for all size of quoted cables
4	Manufacturing Standard		
5	Voltage Rating	KV	
6	Phase Conductor Details		
a	No. of wires in Phase Conductor	No.	
b	Diameter of wires in phase conductor (Before Stranding)	mm	
c	Wt. of each strand Al. conductor(Before Stranding)	KG/Km	
d	Wt. of Al conductor(Before Stranding)	KG/Km	
e	Min. wire Breaking Load after stranding for phase conductor (Before Stranding)	KN	
7			
a	Wt. of each strand Al. conductor(After stranding & compaction)	KG/Km	
b	Wt. of Al. conductor(After Stranding & compaction)	KG/Km	
8	Overall Diameter of phase conductor in compacted condition	mm	
9	Diameter of Circumscribed Circle over insulation	mm	
10	Wt. of XLPE Insulation	Kg/km	
11	Wt. of one insulated Phase Conductor	Kg/km	
12	Material of Insulation		
a	Min. average insulation thickness	mm	

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b	Min.insulation thickness	mm	
13	Modules of elasticity of phase conductors.	KN/mm ²	
14	Temp.co-efficient of Linear Expansion for phase	Per ⁰ c	
15	Short Circuit Rating of Phase Conductor	KAmp	
16	Source of Al. Rod for Phase Conductor		
17	Lay ratio of phase conductors:		
a	Inner Layer		
b	Middle Layer		
c	Outer Layer		
18	Minimum Bending Radius of		
	Single Core	mm	
	Bundle	mm	
19	Max.phase conductor DC resistance (at 20 deg.c)	Ohm/K m	
20	Max.phase conductor AC resistance (at 90 deg c)	Ohm/K m	
21	50 HZ Inductive Reactance	Ohm/K m	
22	Current Rating(Phase) at 40 deg c Ambient & 90 deg c Ambient temp(Ph. Conductor)	Amps	
23	Derating Factor		
	30 deg c Ambient Temp.		
	50 deg c Ambient Temp.		
	Messenger/Neutral Catenaries detail(Bare)		
24	Material of Neutral messenger Conductor		
25	Manufacturer of Neutral messenger Conductor		
26	Manufacturering of standard for Neutral messenger		
27	Form of Neutral messenger conductor		
28	Cross Sectional area of Neutral Conductor	mm ²	
29	Diameter of Neutral messenger Conductor	mm	

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30	Number of wires in Neutral messenger Conductor	No.	
31	Wt. of Neutral messenger wire	KG/KM	
32	Wt. of Neutral messenger conductor	KG/KM	
33	Ultimate Tensile Strength of Neutral messenger wire	KN	
34	Ultimate Tensile Strength of Neutral messenger wire		
35	Max. Permissible Tensile stress of Neutral messenger conductor		
	Installation	KN	
	Service	KN	
36	Modulus of elasticity of Neutral messenger Conductor	KN/mm ²	
37	Co – efficient of Linear Expansion of Neutral Catenary Conductor	Per 0c	
38	Current Rating (Neutral) at 40 ⁰ c Ambient & 75 ⁰ c Conductor Temperature	Amps	
	Max. Messenger/Neutral Conductor DC resistance at 200c.	Ohm/K m	
	Max. Messenger/Neutral Conductor AC resistance at 900c.	Ohm/K m	
39	Street Light Conductor details		
a	No. of wires in street light conductor	No.	
b	Diameter of wires in street light conductor(Before Stranding)	Kg/km	
c	Wt. of each strand Al. conductor (Before Stranding)	Kg/km	
d	Wt. of Al. conductor(Before Stranding)	Kg/km	
e	Min. wire Breaking Load (Before stranding)		
40	Diameter of wires in street light conductor(After stranding& compaction)	mm	
41	Weight of each strand Al.conductor(After stranding& compaction)	Kg/km	
42	Wt. of Al.conductor(After stranding)	Kg/km	

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41	Minimum wire breaking load after stranding for street light conductor(After stranding)	KN/mm ²	
42	Cross sectional area of street conductor after compaction	Mm ²	
43	Diameter of circumscribed circle over bundle	mm	
44	Weight of XLPE Insulation	Kg/Km	
45	Wt. of one insulated street light conductor	Kg/Km	
46	Material of insulation		
47	Min. avg. insulation thickness	mm	
48	Min. insulation thickness	mm	
49	Modulus of elasticity of phase conductors	KN/mm ²	
50	Temp. coefficient of Linear Expansion for phase	Per ^o c	
51	Short circuit rating of phase conductor	K Amp.	
52	Source of Al rod for street light conductor		
53	Lay ratio of Phase Conductors		
a	Inner Layer	mm	
b	Middle layer	mm	
c	Outer layer	mm	
54	Minimum bending radius of	mm	
a	Single Core	mm	
b	Bundle		
55	Maximum street light conductor DC resistance(at 20 deg c)	Ohm/K m	
56	Maximum phase conductor AC resistance(at 90 deg c)	Ohm/K m	
57	50 Hz Inductive Reactance	Ohm/K m	
58	Current rating(phase) at 40 deg c Ambient & 90 deg c conductor Temp.(phase conductor)	Amps	
59	Derating Factor:		
a	30 deg C Ambient Temperature		

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b	50 deg C Ambient Temperature		
	Insulation Properties(XLPE)		
60	Tensile Strength(min)	N/mm ²	
61	% Elongation(Min)	%	
62	Volume Resistivity (Min)		
a	At 270c	Ohm-cm	
b	At 70 0c	Ohm-cm	
63	Wt of bundle cable	Kg/Km	
64	Length of Bundle Cable per drum	mtrs.	
65	Drum dimensions		
	i) Standard specification to which drum shall conform		
	ii) Whether 2- full ply flange construction or 2-ply plus 1 segmental layer flange construction	Kg	
	iii) Drum size (As per IS:10418)	mm	
	iv) Overall width	mm	
	iv)) Flange diameter		
	v) Traverse		
	vi) Thickness of flange main disc		
	vii) Stretchers (core carrier plank)		
	g) Number (min)		
	h) Thickness		
	viii) Barrel battens thickness(core filler plank)		
	ix) Barrel middle supports (middle core discs)		
	X) Thickness of external lagging		
	xi) Clamping studs with hexagonal nuts		
	a) Numbers		

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	b) diameter		
	xii) M.S/CI centre plate a) numbers b) dimensions of square equal side plate c) centre plate bolts d) number of bolts e) diameter of bolts		
	xii) M.S bushes a) numbers b) thickness of sleeve c) dimensions of sleeve d) number of bolts e) diameter of bolts		
66	Dia of drum core (Approx diameter & thickness of barrel)	mm	
67	Axle centre hole diameter	mm	
68	Gross weight of drum	kg	
69	S.No. of ISI license & its validity		
70	Whether materials bear ISI certification Mark	YES/NO	
71	Detail Embossing		

VOLUME- II

(Sample Forms)

2009-2010

(Tender Notification: CSO/31/AB Cable)

Date: 20.01.2010

BID FORM
DESIGN & SUPPLY OF AB CABLE TO WESCO/ NESCO/ SOUTHCO

To
Central Services Office
(NESCO, WESCO & SOUTHCO)
Plot No. N 1 /22, Nayapalli
Bhubaneswar – 751 012

Sir,

1. We understand that NESCO/WESCO/SOUTHCO are desirous of procuring AB Cable under 'SI Scheme' 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 45 days from the date of award of purchase order/letter of intent.
4. If our Bid is accepted, we will furnish a Composite 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, Orissa-751012, (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

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

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, valued for Rs.....and the Contractor having agreed to provide a Composite Performance Guarantee for the faithful performance of the entire Contract including guarantee & warrantee obligation equivalent to 10% (Ten Percent) of the said value of the Contract to the Purchaser.

We.....(Name & Address of the Bank) 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 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

Registered Office of NESCO, WESCO & SOUTHCO

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 for such period, 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).....

..... (Official Address)
(Designation with Bank Stamp)

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

NOTE:

1. **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.

Registered Office of NESCO, WESCO & SOUTHCO

Annexure-III

TENDER NOTICE NO. CSO/31/AB Cable dated:20.01.2010, Due date of opening 06.02.2010

Price Schedule for Goods Offered

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

1	2	3	4	5							6	7
S I. N o.	Item Descriptio n	Tende r Qty (In Kms.)	Offere d Qty(In KM)	Price for KM (In Rs.)							Unit Price(a+b+c +d+e+ f+g)	Total Price (col.4x6) (In Rs.)
				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		
				(a)	(b)	©	(d)	(e)	(f)	(g)		

Signature of Bidder-----

- Note:** 1) In case of discrepancy between unit price & total, the unit shall prevail.
 2) Separate price Schedules may be enclosed for three companies, WESCO, NESCO & SOUTHCO. In case of submission of one price Schedule, it shall be presumed that rate is same for the three companies.

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

ABSTRACT OF GENERAL TERM AND CONDITION

SL NO	DESCRIPTION	
1	EMD detailed. DD/BG No & Date	Yes/No
2	Whether manufacturer's supply experiences(detail P.O. executed) submitted	Yes/No
3	Whether users performance certificate (copy) submitted	Yes/No
4	Whether non-compliance schedule submitted	Yes/No
5	Type test certificate from any national testing laboratory (NABL) submitted	Yes/No
6	Whether guaranteed technical particular submitted (technical data scheduled)	Yes/No
7	Delivery(whether agreeable to CSO term)	Yes/No
8	Guarantee (whether agreeable to CSO term)	Yes/No
9	Terms of payments (whether agreeable to CSO term)	Yes/No
11	Whether agreeable to furnish 10% performance bank guarantee as per format enclosed, if contract is awarded	Yes/No
12	validity of price offered (to be indicated)	
13	Whether valid license to use ISI marks submitted (if yes pl , mention no/date with validity	Yes/No
14	Whether price schedule submitted	Yes/No