



NESCO UTILITY

TENDER SPECIFICATION FOR

Turnkey Contract (Supply , Erection & Dismantling) for ‘Construction of HT / LT lines , Sub-station and heightening of HT lines’ due to rerouting of power lines crossing over Kharasrota River under National Waterway-5 .

**TENDER NOTICE NO:- NESCO Utility / IWAI / 22 /17-18 / 15541
Date: 12.12.17**

- 1. DATE OF OPENING OF TENDER: Dt. 03.01.2018**
- 2. TIME: 3.30 PM**
- 3. PLACE: Head Office, NESCO Utility, Januganj, Balasore – 756019, ODISHA**

NESCO UTILITY

Head Office: Januganj, Balasore – 756019, Odisha

Ph. No. 06782-244865, Fax: 06782-244259, Email-purchase@nescoodisha.com

TENDER NOTICE NO:- NESCO Utility / IWAI / 22 /17-18/ 15541 Dtd.12.12.17

CONTENTS

SECTION No.	DESCRIPTION	PAGE NO.
	TENDER NOTICE	3
SECTION-I	INVITATION FOR BIDS (IFB)	4-7
SECTION-II	GENERAL TERMS & CONDITION OF CONTRACT(GTCC)	8-25
SECTION-III	ANNEXURES	26
ANNEXURE-I	BID PROPOSAL LETTER	27-31
ANNEXURE-II	DECLARATION FORM	32
ANNEXURE-III	PBG FORMAT	33-35
ANNEXURE-IV	BANK GUARANTEE FOR ADVANCE PAYMENT	36-38
ANNEXURE-V(A)&(B)	LETTER OF COMPLIANCE	39-41
ANNEXURE-VI(A)	COMMERCIAL DEVIATION FORM	42
ANNEXURE-VI(B)	TECHNICAL DEVIATION FORM	43
ANNEXURE-VII	ADDITIONAL INFORMATION	44
ANNEXURE-VIII	BOUGHT OUT & SUB-CONTRACT	45
ANNEXURE-IX	WORK COMPLETION SCHEDULE	46
ANNEXURE-X	CHECK LIST	47-48
ANNEXURE-XI	SELF DECLARATION FORM	49
ANNEXURE-XII	PROFORMA FOR BG FOR EARNEST MONEY DEPOSIT	50-51
ANNEXURE-XII	FORM FOR EXTENSION OF BANK GUARANTEE	52
SECTION-IV	TECHNICAL SPECIFICATION (Refer separate file attached page 1 to 196)	53
SECTION-V	PRICE BID FORMAT (PACKAGE- I ,II&III	54-60
DRAWING	TECHNICAL DRAWING / SINGLE LINE DIAGRAM	REFER ATTACHMENT

NESCO UTILITY

Head Office: Januganj, Balasore – 756019, Odisha

Ph. No. 06782-244865, Fax: 06782-244259, Email-purchase@nescoodisha.com

TENDER NOTICE NO:- NESCO Utility / IWAI/22/17-18/15541 Dtd.12.12.17

TENDER NOTICE

For and on behalf of NESCO Utility, the undersigned invites sealed bids in duplicate on two part bidding system from qualified and eligible bidders, who comply with the terms and conditions for the following works to be executed in Jajpur District under licensed area of NESCO Utility in the State of Odisha.

The tender papers can be had from the undersigned at the above address on payment of the cost of Tender Paper indicated below in shape of Account Payee bank Draft drawn on any Nationalized/Scheduled Bank in favour of the 'Administrator ,NESCO Utility' payable at Balasore. The cost of tender paper is non-refundable.

Package	Job Description	Estimated Cost (in Rs.)	Cost of Tender Paper (Non Refundable)	EMD in Rs.	Work completion period
Package-I	Construction of 11KV , LT line , 25KVA S/S at Dihabaring and heightening of 11KV lines due to rerouting of power lines crossing over Kharasrota River at Chatumari & Ratianga on Turnkey Contract (Supply & Erection) under National Waterway-5 Scheme .	1,67,15,222.00	Rs.10,000 + GST @ 12% = Rs.11200.00	167200.00	Within 2months from the date of issue of LOA/Work order
Package-II	Construction and heightening of 33KV & 11KV lines due to rerouting of power lines crossing over Kharasrota River at Chattisdevil, Mahamadjampur & Madhapur on Turnkey Contract (Supply & Erection) under National Waterway-5 Scheme .	1,67,43,167.00	Rs.10,000 + GST @ 12% = Rs.11200.00	167500.00	
Package-III	Construction and heightening of 33KV & 11KV lines due to rerouting of power lines crossing over Kharasrota River at Tantighai, Paridabad & Jokadia on Turnkey Contract (Supply & Erection) under National Waterway-5 project Scheme.	1,29,33,470.00	Rs.10,000 + GST @ 12% = Rs.11200.00	129500.00	

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

For detail Tender Specification & Terms and Conditions, please visit our website www.nescoodisha.com

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

SECTION – I

INVITATION FOR BIDS (IFB)

TENDER NOTICE NO:- NESCO Utility / IWAI /22/17-18/15541 Dtd.12.12.17

INVITATION FOR BIDS

SECTION – I

1.0 NESCO Utility invites sealed tenders from reputed licensed Electrical Contractors with required or requisite license, either in individual capacity or as part of a joint venture agreement / consortium for carrying out various Electrical Installation works under National Waterway-5 on “Turnkey” basis in Jajpur District. The bidder must fulfill all the qualification requirements as specified in clause 2.0 stated below. The sealed envelopes shall be duly super scribed as “**TENDER NOTICE NO:- NESCO Utility / IWAI /22/17-18/15541 Dtd.12.12.17**”.

E.M.D & TIME SCHEDULES:

Description	Date
Last date for sale of tender papers	Dt.02.01.2018 up to 5.00 PM
Pre-bid meeting	Dt.22.12.17 at 11.30 AM
Last Date for Submission of Tenders	Dt.03.01.2018 up to 3.00 PM
Opening of Tenders(Technical)	Dt.03.01.2018 at 3.30 PM
Completion of work	Within 2months from the date of issue of LOA/Work order
Cost of Tender Paper (Non-Refundable)	Rs. 11200.00 (Rupees Eleven Thousand Two Hundred only) for each package in shape of Account Payee demand draft issued in favour of the ‘Administrator , NESCO Utility’ payable at Balasore NOTE: Cost of Tender shall be fully exempted for the local MSEs Units located in the State of Odisha having valid registration in D.I.C/OSIC/ NSIC on the date of submission
Earnest Money Deposit(Rs.)	Rs.1,67,200/- for Package-I , Rs.1,67,500/- for Package-II and Rs. 1,29,500/- for Package- III in shape of Account Payee demand draft /Bank Guarantee issued in favour of the ‘Administrator ,NESCO Utility’ payable at Balasore. NOTE: Local MSEs Units located in the state of Odisha having valid registration in D.I.C/OSIC/NSIC on the date of submission the tender shall be allowed 50% exemption of the EMD amount as prescribed above.

NB: i) Bidders are free to quote one or all the Packages , but work will be awarded for one package only to a successful bidder at L1 price.
ii) Bidders offering multi packages may furnish single demand draft of summative amount of tender paper cost of both packages .
iii) Bidders offering multi package have to furnish EMD in shape of demand draft/B.G package wise separately.
iv) Bidder should go through the tender specification and may attend the Pre-bid meeting at Head Office NESCO Utility on scheduled date & time for discussion.

2.0 Qualifying Criteria :

Bidders to be considered as eligible to bid should meet the following qualifications;

(a) Bidder must quote for the **complete Package**.

(b) The bidder should have installed and commissioned at least following quantum of works during the last 3 financial years proceeding to the year of Tender notification. Bidder must enclose the copies of relevant work orders along with client certified copies of final Invoices and/or performance certificates duly signed by the competent authority of the client or Final Inspection certificate issued by Electrical Inspector in proof of having executed the desired quantum of work during last 3 financial years.

(i) Erection of HT line 11KV and higher voltages – 30 Km

(ii) Erection of LT line with AB Cable – 5 Km

(iii) Erection of Distribution Sub-station – 5 nos.

(c) **The minimum Annual Turnover of the bidder should be 100% of the estimated cost of the package at least in one year during last three financial .** The bidder shall furnish audited accounts along with down loaded 3CD for the last Three Financial years evidencing their Turn over requirement.

(d) In addition to above the bidder (s) should submit the following valid documents in **part-I** bid as qualifying terms.

i. Valid Electrical HT license for Electrical Construction works.

ii. PF registration

iii. GSTIN Registration No.

iv. ESI Registration.

v. Valid Labour License.

(e) **Work order to be awarded to a successful bidder at L1 price for one package only.**

(f) **The bidders who have earlier failed to execute the work order(s) of NESCO Utility shall not be eligible to participate in this tender.**

(g) NESCO Utility reserves the right to waive minor deviation, if they do not materially affect the capacity of the bidder to perform the contract.

3.0 Bids specification document can be obtained from the office of the undersigned on payment of Rs. 10,000/- towards non-refundable cost of bid documents plus 12 % VAT (Total Rs. 11200/-) for each

package through Bank DD drawn in favour of “Administrator NESCO Utility” payable at Balasore, during office hours from dt.14.12.17 till 02.01.2018 on any working day.

4.0 The tender documents can also be downloaded from any of the following websites www.nescoodisha.com. In case tender papers are downloaded from these websites, then the bidder has to enclose a Demand Draft, drawn on any Scheduled bank in favour of “Administrator NESCO Utility”. payable at Balasore covering the cost of bid documents as stated above in a separate envelope with suitable superscription “Cost of Bid Documents: Tender Notice No.: & Dt.”. This envelope should accompany the Bid Documents.

5.0 The Bids shall be submitted and received in the office of the undersigned on all office working days **up to 3.00 PM of Date 03.01.2018**. In the event the date of opening is a holiday, the next working day shall be treated as the date of opening.

6.0 **Part-I of the bid (Technical Bid) will be opened on Dated 03.01.2018 at 3.30 PM** as indicated above, in the presence of the authorized representatives of the Bidders. Bidders shall depute only one representative to attend tender opening if they wish to be represented. The undersigned reserves the right to reject any or all tenders if the situations so warrants.

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

GM(Contracts&Procurement)
Head Office,NESCO Utility, Januganj,Balasore,
ODISHA ,Pin-756019,Email-purchase@nescoodisha.com

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

SECTION – II

GENERAL TERMS & CONDITIONS OF CONTRACT (GTCC)

**TENDER NOTICE NO:- NESCO Utility / IWAI /22/17-18/15541
Dtd.12.12.17**

1.0 GENERAL: -

NESCO Utility hereinafter referred to as the “NESCO Utility ” is desirous for construction & rerouting of HT/LT lines crossing over Kharasrota River on “turnkey” basis in their licensed area under **Electrical Circle, Jajpur Road** in the state of Odisha under NW-5 Deposit work Scheme.

2.0 The detailed scope of the work shall include under the turnkey contract:

- i. Detailed survey of substation, line and preparation of SLD & BOQ.
- ii. Complete manufacture details, including shop testing & supply of materials from the approved vendors (materials which are to be supplied by the bidder) on prior approval of the NESCO Utility.
- iii. Providing Engineering drawing, data, operational manual, etc wherever applicable for approval of NESCO Utility.
- iv) All required materials you have to supply cover under the turnkey contract .
- v. Packing and transportation from the manufacturer’s works to the site.
- vi. Receipt, storage, preservation and conservation of equipment at the site.
- vii. Pre-assembly, if any, erection testing and commissioning of all the equipment;
- viii. Reliability tests and performance and guarantee tests on completion of commissioning;
- ix. Loading, unloading and transportation as required.
- x. Construction of LT/HT lines & Sub-stations for rerouting of power lines crossing over river at different locations and dismantle thereof.
- xi. RS Joist poles are to be used for construction of new HT lines & heightening the existing line by installing interposing poles .
- xii. Installation of PSC poles and existing poles are to be used for stringing of LT AB cable.
- xiii. Fencing of S/S with Barbed wire .
- xiv. Concreting of all poles.
- xv. Testing, Commissioning of lines / installations
- xvi. Getting the lines inspected by Electrical Inspector after completion of work including deposit of required inspection fees .
- xvii *All expenditure towards inspection of materials at manufacturers site and inspection of work after completion shall be borne by the executive agency.*
- xviii. Dismantling of existing electrical network and return of these dismantled items at the NESCO Utility’s stores including transportation cost.

For details the Technical Specification specified in Section-IV to be referred.

3.0 DEFINITION OF TERMS

- (i) The **Contract** means the agreement entered into between the NESCO Utility and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein.
- (ii) **Contractor** shall mean the Bidder whose bid will be accepted by the NESCO Utility for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- (iii) **Sub-Contractor** shall mean the person named in the Contract for any part of the works or any person to whom any part of the Contract has been sublet by the contractor with the consent in writing of the NESCO Utility and will include the legal representatives, successors and permitted assigns of such person.
- (iv) **Engineer in Charge** shall mean the officer appointed in writing by the NESCO Utility to act as Engineer from time to time for the purpose of the Contract.
- (v) **Specifications** shall mean the specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- (vi) **Site** shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the NESCO Utility or Contractor in the performance of the Contract.
- (vii) **Inspector** shall mean the Purchaser or any person nominated by the NESCO Utility from time to time, to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the NESCO Utility.
- (viii) **Notice of Award of Contract/ Letter of Award** shall mean the official notice issued by the NESCO Utility notifying the Contractor that his bid has been accepted.
- (ix) **Date of Contract** shall mean the date on which notice of Award of Contract/ Letter of Award has been issued.
- (x) **Performance and Guarantee Tests**, shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.

- (xi) The term **Final Acceptance/ Taking Over** shall mean the NESCO Utility's written acceptance of the works performed under the Contract, after successful commissioning/ completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the contract.
- (xii) **Commercial Operation** shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the NESCO Utility to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the NESCO Utility, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- (xiii) Words imparting **Person** shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
- (xiv) Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
- (xv) In addition to the above the following definition shall also apply
- a) **All equipment and materials** to be supplied shall also mean "**Goods**"
 - b) **Constructed** shall also mean erected and installed.
 - c) **Contract Performance Guarantee** shall also mean, **Contract Performance Security**.

4.0 SUBMISSION OF TENDER: -

- 4.01 Sealed tenders in Two parts each in duplicate, each complete in all respects in the manner hereinafter specified are to be submitted at Head Office, NESCO Utility, Januganj, Balasore, Odisha, Pin-756019 on or before the date and time specified in the notice inviting the tenders. Bids shall be submitted as per format provided in Section – III & IV. Each copy of the bids (original and duplicate) shall be submitted in separate double sealed envelopes superscripted on each of the covers the tender specification number and the due date of opening of the bids on the right hand top side of the envelop. On the left top side original/ duplicate as is relevant shall be written.

4.02 The tenders are required to be submitted in Two Parts each in separate double sealed covers.

- Part - I: Superscribed as “**Technical and commercial bid**” shall contain EMD, Cost of Bid Documents and Techno commercial documents.
- Part - II, Superscribed as “**Price Bid**”. The Part - II should contain only Price bid.

4.03 Fax and Telegraphic tenders shall not be accepted.

4.04 Receipt of bids/ revised bids after the cut off time and date as specified in the Tender specification shall not be permitted and such bids shall be rejected outright. The NESCO Utility shall not be responsible for any delay in transit in post / courier etc. in this regard.

5.0 VALIDITY:-

The offer shall be valid for a period not less than **180 days** from the date of bid opening.

6.0 PRICE: -

Bidders are required to quote firm price as per the prescribed format enclosed in Section – V, Bid Proposal sheets. The quoted price shall be firm and inclusive of all taxes, duties, freight & insurance and other levies, if any. NESCO Utility shall not be liable to pay anything extra over and above the quoted price.

6.01 The additional Performance Security of exact amount of differential cost between estimated cost put in the tender minus the quoted amount in shape of Demand Draft / Term Deposit Receipt pledged in favour of the ‘Administrator, NESCO Utility’ payable at Balasore will be imposed only for successful bidder , which can be required to be provided within such stipulated time as may be provided in the tender process or else the bid of the successful bidder would be cancelled and the security deposit would be forfeited , if permissible in law, and further proceeding for blacklisting would be initiated as per law.

7.0 RECEIPT AND OPENING OF THE BID: -

7.01 Bids in duplicate as described under clause 4.0 shall be received in the office of the NESCO Utility and shall be opened on the scheduled date and time. The NESCO Utility’s authorized representatives shall open bids in the presence of Bidder’s representatives on the date and time for opening of bids as specified in the Invitation to Bid or in case any extension has been given thereto, on the extended bid opening date and time notified.

7.02 Only one representative for each bidder shall be allowed to witness the opening of bids. The representative must produce suitable authorization in this regard to be eligible to witness the bid opening on behalf of the bidder. Bidders’ representatives who are present shall sign in

a register evidencing their attendance.

7.03 The Bidders' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as the NESCO Utility, at its discretion, may consider appropriate will be announced at the opening. No electronic recording devices will be permitted during bid opening.

7.04 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 NESCO Utility's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

8.0 EVALUATION OF BIDS & AWARD OF CONTRACT:

8.01 To assist in the examination, evaluation and comparison of Bids, the NESCO Utility 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.

8.02 NESCO Utility 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.

8.03 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.

8.04 Prior to the detailed evaluation, NESCO Utility 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.

8.05 The NESCO Utility'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) Work Schedule

(b) Deviations from Bidding Documents

(c) ***If the quoted/evaluated rate of the bidder is less than 14.99% (without round off) of the tender estimated cost, then such a bid shall be rejected and tender shall be finalized basing on merits of rest bids i.e for Rs. 100 estimated cost lowest accepted quoted /evaluated price is Rs.85.01.***

8.06 The NESCO Utility will award the Contract to the successful Bidder whose Bid has been determined to be the lowest - evaluated responsive Bid., when the lowest bidders is not ready and/or capable to undertake the entire work envisaged, then the NESCO may explore the possibility of the execution of works through other bidders if they are willing to execute at L₁ rate. Such exploration shall be carried out in a sequential order starting with L₂ bidder then with L₃ bidder and so on.

If the lowest evaluated price (L1) is same for more than one responsive bidder(s), then in such event the Contract will be finalised through a transparent lottery system.

8.07 In case of omission of any item in the price bid or the price for the item has not been quoted by the firm, then zero cost shall be loaded to the bid and the contract shall be awarded with zero cost that means the firm will have to bear the cost of that item entirely as the item price shall be considered as inclusive anywhere in other items. The bidder shall have to give an undertaking to the effect that prices for any item not quoted shall be treated as free supply or to be done free of cost.

8.08 A successful bidder will be awarded work order for one package only.

9.0 EARNEST MONEY DEPOSIT (EMD):-

9.01 The Tender must be accompanied by Earnest Money Deposit as described in the Tender Notice either in shape of Bank Demand Draft or in form of B.G. in favour of "Administrator, NESCO Utility." payable at Balasaore. Bids without EMD will be rejected out rightly.

9.02 No adjustment of any previous deposit or any amount payable from Owner/ Purchaser shall be entertained for EMD. EMD amount so submitted shall not carry any interest payable to the bidder.

9.03 The Earnest Money so deposited shall 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 Contract Performance Bank Guarantee.

9.04 The EMD of unsuccessful bidders shall be returned within 30 days from the date of finalization of the order.

10.0 NESCO UTILITY "S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

Work order will be placed as per requirement for the HL/LT lines work .While placing orders and / or during execution of contract, NESCO Utility reserve the right to increase or decrease the quantity of goods and services specified in the Schedule of Requirement up to **20%** of the tender quantity without any change in price or other terms and conditions. However in normal conditions no increase of quantity of goods & services will be allowed.

11.0 INSPECTION AND TESTING:-

- 11.1 All the materials shall be inspected by any authorized representative of the NESCO Utility or jointly by the NESCO Utility as per relevant ISS at the Contractor's or its Sub-Vendors manufacturing works. They shall give the advance notice in writing about the place of Inspection and or testing at least 15 days before the schedule date on which the materials will be ready for Inspection & Testing.
- 11.2 The Engineer-in-charge shall be entitled at all reasonable times during manufacture / installation to inspect examine and test the materials at the contractor's premises / erection site about workmanship of the materials to be supplied under this contract. If the said materials are being manufactured in other premises, the contractor shall provide unhindered clearance, giving full rights to the purchaser to inspect, examine and test as if the materials were being manufactured in his premises. Such inspection / examination and testing shall not relieve the contractor of his obligations to execute the contract by letter and spirit. The contractor shall give the purchaser advance notice in writing of the Date and the Place at which the materials will be ready for inspection & testing. The inspecting officer's coordinating office for the entire work shall be the NESCO Utility's authorized representative.

12.0 COMPLETION AND COMPLETENESS OF THE EQUIPMENT:-

- 12.01 **Time being the essence of the contract; the work shall be completed within 2 months including supply of all the materials, erection, Testing & Commissioning.**
- 12.02 The work shall be treated as complete item wise when each item shall be complete in all respects with all mountings, fixtures and standard accessories which are normally supplied even though not specifically detailed in the specification. No extra payment shall be payable for such mounting, fittings, fixtures and accessories which are needed for safe operations of the equipment as required by applicable code of the country though this might not have specifically been included in the contract.
- 12.03 All similar components and/or parts of similar equipment supplied shall be interchangeable with one another. All equipment supplied under this contract shall be subject to NESCO Utility's approval.
- 12.04 Purchaser however reserves the right to re-schedule the completion period, if required.

13.0 REJECTION OF MATERIALS: -

In the event of the materials supplied by the contractor and/or the installation works are found to be defective in quality and the workmanship is poor or otherwise not in conformity with the requirements of the contract specification as per section-IV (Technical specification), NESCO Utility shall reject such materials / services and ask the contractor in writing to replace / rectify the defects. The contractor on receipt of such notification shall rectify or replace the defective materials and/or re-install the work already executed, free of cost to the NESCO Utility. If the contractor fails to do so the NESCO Utility /Purchaser may at his option take the following actions which could be on concurrent basis.

- A) Replace or rectify such defective materials and recover the extra cost so involved plus 25% from the Contractor.
- B) Terminate the contract for balance supply and erection with enforcement of penalty as per contract.
- C) Acquire the defective materials at reduced price considered acceptable under the circumstances.
- D) Forfeit the Contract Performance Bank Guarantee.

15.0 DEVIATION FROM SPECIFICATION: -

The bidders are requested to study the specification and the attached drawings thoroughly before tendering so that if they make any deviations, the same are prominently brought on a separate sheet under the headings “Deviations” as per formats provided under Section-III, Annexure – VI(A) & VI(B). All such deviations to the technical & commercial terms of the specification shall be indicated in a separate list as indicated above. In absence of such deviation schedule, it will be presumed that the bidder has accepted all the conditions stipulated in the tender specification, notwithstanding any deviations mentioned elsewhere in the Bid. However the acceptance of deviation is not binding on the NESCO Utility.

16.0 CONTRACTOR TO INFORM HIMSELF FULLY: -

The contractor shall examine the instructions, general conditions of the contract, specifications and the schedule of quantity and delivery to satisfy himself as to all the terms and conditions

and circumstances affecting the contract price. He shall quote prices according to his own judgment and shall understand that no additional cost except as quoted shall only be considered.

17.0 PATENT RIGHT: -

The contractor shall indemnify the NESCO Utility against all claims, actions, suits and proceedings for the alleged infringement any patent design or copy right protected either in country of origin or in India by the use of any equipment supplied by the contractor but such indemnity shall not cover any use of the equipment other than for the purpose indicated by or reasonable to be informed from the specification.

18.0 GUARANTEE PERIOD: -

18.01 The materials to be supplied by the contractor & the installation works shall be expressly guaranteed for satisfactory operation against defects in design and workmanship for a period of **24 months** from the date of handing over the completed installations for commercial operation at required voltage level.

18.02 The above guarantee certificate shall be furnished in triplicate to the NESCO Utility by the contractor for his approval. Any defects noticed on materials / installation works during the above period shall be rectified by the Contractor free of cost to the Utility provided such defects are due to faulty design, bad workmanship or bad materials used on receipt of written notice from the NESCO Utility. The Contractor as notified by the NESCO Utility shall rectify any such defects within one month failing which the NESCO Utility will set right the defects through other agency and recover the cost so incurred either from any pending Invoices or Bank Guarantee.

19.0 PENALTY FOR DELAY IN COMPLETION OF CONTRACT: -

19.01 If the contractor fails to complete the works by the scheduled period or any extension granted thereby, the contractor shall be liable for payment of penalty amounting to **0.5% (half percent)** of the contract price per week of un-finished works subject to the maximum of **5% (five percent)** of the total contract value and subject to force majeure conditions. After receipt of LOA, the Contractor shall sign a contract agreement with the NESCO Utility within 15 days along with the detail work plan through PERT chart/BAR chart. The penalty for liquidated damage as mentioned above will be levied if any deviation to be schedule on any item of work due to the fault of the contractor is observed.

19.02 Penalty amount can be realized from the proceeds of the Contract Performance Bank Guarantee, if the situation so warrants.

19.03 Extension of delivery period could be with / without levy of penalty with the discretion of NESCO Utility.

20.0 RIGHT OF WAY:

Right of way issues, if any, arising during execution of the works shall have no liability on the NESCO Utility. These issues shall be settled at the sole discretion of the Contractor. The NESCO Utility shall however extend all possible help to the Contractor including discussion with the local authorities for early resolution of these issues.

21.0 CONTRACTOR'S DEFAULT:

21.01 If the Contractor neglects to execute the works with due diligence and expedition or refuses or neglects to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or contravenes the provisions or the contract, the NESCO Utility may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, the NESCO Utility shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the NESCO Utility thinks fit, without prejudice to any other right, he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the NESCO Utility shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the NESCO Utility shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of works or of completing the works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

21.02 In addition, such action by the NESCO Utility as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works.

21.03 Such action by the NESCO Utility as aforesaid the termination of the Contract under this clause

shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee.

22.0 TERMINATION OF CONTRACT ON NESCO UTILITY'S INITIATIVE:

- 22.01 NESCO Utility reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled "Contractor's Default". The NESCO Utility shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.
- 22.02 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they related to the work terminated and terms satisfactory or the NESCO Utility, stop all further sub-contracting or purchasing activity related to the work terminated, and assist NESCO Utility in maintenance, protection, and disposition of the works acquired under the Contract by the Purchaser. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstance prevalent at the time of termination to be determined by the arbitrator without stopping the work but to carry out the left over work to other agency.
- 22.03 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the NESCO Utility is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the NESCO Utility shall be entitled to cancel the Contract as to its uncompleted part without being in any way liable to payment of any compensation to the estate of deceased Contractor and /or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the NESCO Utility that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the NESCO Utility shall not hold the estate of the deceased Contractor and/ or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

23.0 FORCE MAJEURE: -

The Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of Force Majeure such as “acts of God, acts of the Public enemy, acts of Govt., Fires, Flood, Epidemics, Quarantine restrictions, Strikes, Freight Embargos and provided that the Contractor shall within ten (10) days from the beginning of such delay notify the NESCO Utility in writing of the cause of delay. The NESCO Utility shall verify the facts and grant extension as facts justify.

24.0 EXTENSION OF TIME: -

If the delivery of the equipments / materials is delayed due to reasons beyond the control of the Contractor, the Contractor shall immediately inform within 3 days to the NESCO Utility in writing of his claim for an extension of time. The NESCO Utility on receipt of such notice may agree to extend the contract period as may be reasonable but without prejudice to other terms & conditions of the contract.

25.0 SAFETY PRECAUTIONS:-

The agency shall observe all applicable regulations regarding safety at the Site. Any compensation due on account of accident at site shall be to the contractor's account.

26.0 STORE:-

Storing of materials from supply to erection shall be arranged by the contractor at his own cost. No compensation shall be made by the NESCO Utility for any damage or loss of materials during storing, transit transportation and at the time of erection.

27.0 INSURANCE: -

Contractor shall arrange adequate Transit-cum-storage-cum-erection policy and shall submit the copy of the same to the NESCO Utility. The policy shall initially remain valid for a period of sixty days over & above of the contractual guarantee period and shall be extended as required till handing over. Contractor shall be responsible for lodging of claim with the insurer as well as for all required follow up with the insurer for settlement of claim in case of loss/damage/theft of material during transit/storage/erection till the completed works is handed over to the Purchaser and is accepted by the authorized representative of the Purchaser in writing.

Contractor shall also arrange adequate cover for his employees / labourers engaged in the works as well as arrange third party insurance cover to indemnify any possible damages to public at large not connected with the works process. Any claim(s) pertaining to this shall be

the responsibility of the Contractor.

The contractor shall undertake free replacement of the materials damaged or lost during transit, which will be intimated by the Consignee within 30 days of receipt of the materials at NESCO Utility's stores.

28.0 ENGINEER IN CHARGE:-

Concerned Divisional Head / authorized Engineer of the NESCO Utility shall be the Engineer in charge for the Project.

29.0 CONTRACT PERFORMANCE BANK GUARANTEE:-

29.01 Within 15 days of issue of the Work Order or Letter of Award, whichever is earlier, the Contractor shall submit Contract Performance Bank Guarantee issued by a scheduled Bank, in favour of the "Administrator NESCO Utility", covering 10% of the total value of the contract.

Local MSEs Units located in the state of Odisha having valid registration in D.I.C/NSIC on the date of submission the tender shall submit 5% of the total value of the contract as Contract Performance Bank Guarantee.

29.02 The said Bank Guarantee shall be prepared in the prescribed proforma as attached in Section III, Annexure - III. The Bank Guarantee furnished shall be executed on Non- judicial Stamp paper worth of Rs 100/- (Rupees Hundred only), purchased in the name of the issuing bank, as per the prevalent rules. **The Bank Guarantee so provided shall be en-cashable on the Balasore branch of the issuing Bank.**

29.03 The Contract Performance Bank Guarantee shall remain valid for a period not less than 90 days over and above the guarantee period, basing on stipulated completion period in the W.O. towards security and acceptance thereof, failing which the work orders (W.O) will be liable for cancellation without any further notice with forfeiture of E.M.D.

29.04 No interest shall be allowed by the NESCO Utility on the above Performance Security Deposit.

30.0 TERMS OF PAYMENT:

- 30.01 An advance of 10% (ten percent) of total lump sum contract price shall be paid as Mobilization Advance, subject to the following.
- (a) Submission of Invoice for payment of advance.
 - (b) Receipt and acceptance of unconditional irrevocable Contract Performance Bank Guarantee in favour of NESCO Utility as mentioned in clause 29.01.
 - (c) Receipt and acceptance of unconditional and irrevocable Advance Payment Bank Guarantee in favour of NESCO Utility for an amount equivalent to the amount of advance as per the prescribed format as provided in Section III, Annexure - IV. The Bank Guarantee so provided should be en-cashable on the Balasore branch of the issuing Bank. Advance bank guarantee shall be submitted for a period of 90days over and above the schedule date of completion. It may be extended further for a period of 3 months each occasion, if the advance amount is not recovered fully.
 - (d) Establishment of contract site office and certification by the engineer that satisfactory mobilization for erection exists.
 - (e) All advance payment shall be interest bearing and recovery of advance along with the interest component on the advance amount shall be as under:
 - i) All advance payment made shall be recovered proportionately from each running bill of the contractor.
 - ii) The amount of interest to be recovered from a particular bill shall be calculated @ 10% per annum on the value of advance corresponding to the percentage of total progressive payment being released. The period for which the interest is to be calculated, shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment or the expiry of the stipulated time frame for release of such progressive payment. If any amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible there from, the balance outstanding shall be recovered from the next payments immediately falling due.
- 30.02 90% (Ninety percent) of contract price on pro-rata basis along with taxes and duties shall be paid progressively (after necessary advance adjustment with interest as applicable) for each completed items of work certified by the Jr. Manager, Asst. Manager/SDO concerned against each calendar month by first week of the succeeding months along with utilization certificate. No payment shall be released if the accounts for utilization of materials **unless** follow with proper certification by the concerned Jr. Manager, Asst. Manager/SDO within 30 days of submission of claim subject to certification by NESCO Utility's Engineer-in-charge on the basis of check points involved in such items of work.

30.03 Balance 10% (ten percent) of contract price shall be paid after completion of all works, envisaged under this package including any additions and alterations, testing & commissioning, return of dismantled materials/ un-used free supply material, taking over certificate and entire stretch is fully ready for commercial operation. The payments shall be subjected to clearance from electrical inspectorate.

31.0 PAYING OFFICER:

D.D.O, NESCO Utility, Head Office, Balasore

32.0 NESCO UTILITY'S RIGHTS: -

The NESCO Utility reserves the right to accept any bid or reject any or all bids or cancel / withdraw invitation of bid or to vary the quantity for placement of order without assigning any reason to such decision. Such decision by the NESCO Utility shall bear no liability.

33.0 DISTINCT MARK ON EQUIPMENT AND MATERIALS:

The PSC poles, AB Cables and its accessories, shall have distinct mark of **NESCO Utility** either by way of punching on metal part(s) and/or in built during casting and painting on insulation cover of AB Cable as per common practice. This should be clearly visible in day light in naked eye.

34.0 DISPUTE RESOLUTION AND JURISDICTION: -

(a) Any disputes arising out of this contract shall be referred to the AO, NESCO Utility who shall decide the case as sole Arbitrator.

(b) For the purpose of dispute resolution, this agreement shall be governed by the provision of Arbitration and Conciliation Act, 1996.

(c) All disputes shall be subjected to exclusive jurisdiction of the Courts at Balasore and the writ jurisdiction of Hon^{ble} High Court of Odisha at Cuttack.

35.0 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 NESCO Utility.

36.0 SUBMITTALS REQUIRED AFTER AWARD OF CONTRACT

- 36.01 Within 30 days of the effective date of contract the contractor shall provide three copies of an outline program of production, inspection, testing, delivery, survey, erection, pre-commissioning and commissioning in chart form. Included in the program will be the detailed schedule of drawing to be submitted.
- 36.02 The periodic progress report as required by the NESCO Utility shall be submitted by the contractor as per the format prescribed by the Engineer in Charge.

37.0 DRAWINGS

Within 7 days of contract commencement the contractor shall submit, for approval by the Engineer in Charge, a schedule of the drawings to be produced. The schedule shall also provide a program of drawing submission, for approval by the Engineer in Charge. All drawings and design should be submitted to Engineer-In-Charge within the period specified above.

38.0 APPROVAL PROCEDURE OF SUB VENDORS & DRAWINGS OF BOUGHT OUT MATERIALS

- 38.01 The contractor shall submit all drawings, documents and type test reports, QAP, Name of Sub vendor, samples (as applicable) etc, to the engineer in charge within 7 days of award of LOA for approval. If modifications to be made if such are deemed necessary, the contractor has to resubmit them for approval without delaying the initial deliveries or completion of the contract work.
- 38.02 Three copies of all drawings, GTP, QAP shall be submitted for approval and three copies for any subsequent revision.
- 38.03 If the drawings are as per the technical specifications, the competent authority of the Purchaser will return the drawings & documents to the contractor marked with "Approved" stamp.

39.0 TAKING OVER

- 39.1 Upon successful completion of all the tests to be performed at site on equipment / materials supplied, erected and commissioned by the contractor, the supply engineer shall issue to the contractor a taking over certificate as a proof of the final acceptance of the equipment / materials on a written request within 10 days of commercial operation. Such certificate shall not be un-reasonably withheld nor will the engineer delay the issuance thereof on account of minor omission or defects, which do not affect the commercial operation and /

or cause any serious to the equipment/material. A conditional Taking over Certificate can be issued if any minor omission or defects pointed by the Engineer- in-Charge/Supervising Officer/Electrical Inspector. The Contractor should rectify those defects within a month of conditional T.O.C failing which NESCO Utility will rectify those by replacing those materials or engaging other agencies. The amount so involved will be fully recovered from the Contractor's bill. Such certificate shall, however, not relieve the contractor of any of his obligations which otherwise survive by the terms & conditions of the contract after issuance of such certificate.

- 39.2 For the satisfaction of NESCO Utility about quality, the NESCO Utility shall have unreserved right for arrangement of testing of equipment/ materials and the complete system independently by self or any other agency chosen by the NESCO Utility. The contractor is expected to agree and extend necessary help during such test if necessary.
40. The Contractor, its successor and assignee shall indemnify the NESCO Utility, its successor and assignee from all current & future liabilities that may arise out of Turn Key Contract(s) entered into between the NESCO Utility & the Contractor.

SECTION - III

ANNEXURE

TENDER NOTICE NO:- NESCO Utility / IWAI /22/17-18/15541 Dtd.12.12.17

BID PROPOSAL LETTER

Turnkey Electrical Installation Works under NESCO Utility

Bidder's Name and Address:

(in case of JV/Consortium, Name of JV/Consortium) Bid

Proposal Reference:

Person to be contacted:

Designation:

Telephone No. :

E-mail:

Fax No. :

To,

GM(Contracts&Procurement)

Head Office, NESCO Utility, Januganj, Balasore, Odisha,

Pin-756019, Email-purchase@nescoorissa.com

Dear Sir,

We the undersigned bidder have read and examined the detailed specification and bidding documents for execution of various electrical installations works and do herewith submit our bid for the following packages:

Sl. No.	Name of the NESCO	Name of Circle	Name of the Package
1	NESCO Utility	Electrical Circle, Jajpur Road	
2		-do-	
3		-do-	

We declare the following:

1.0 PRICES AND VALIDITY:

- 1.01 All the prices and price components stated in our bid proposal are firm and not subject to any price adjustment, in line with the bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 days from the date of

opening of the bids. We further declare that prices stated in our proposal are in accordance with “Instructions to Bidders” of bidding documents.

- 1.02 We do hereby confirm that our bid prices as quoted in attached Schedules include all import duties and levies including license fees lawfully payable by us on imported items and other taxes, duties and levies applicable on bought – out components, materials, equipment and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
- 1.03 We confirm that the tax on Works Contract as applicable, are included in our quoted bid price and there shall not be any liability on this account to the Purchasers. We understand that NESCO Utility shall, deduct such taxes at source as per the rules and issue TDS Certificate to us.
- 1.04 We confirm that, in our Bid Price, we have considered GST in line with lawful prevalent practice.
- 1.05 Price components of various items are indicated in the B.O.Q. for the respective works.
- 1.06 We further declare that while quoting the price, the due reverse charges as per relevant Government policies wherever applicable, have been taken into account.
- 1.07 We, having studied the bidding document in three volumes relating to taxes & duties and hereby, declare that if any income tax, charge on income tax or any other corporate tax is attracted under the law, we agree to pay the same.
- 1.08 We are aware that the Price schedules do not generally give a full description of the supplies to be made and work to be performed under each item and we shall be deemed to have read the Technical Specifications and other bidding documents and drawings to ascertain the full scope of work included in each item while filling in the related and prices. We agree that the entered rates and prices shall be deemed to include the full scope as aforesaid, including overheads and profits.
- 1.09 We understand that in the price schedule, if there is discrepancy between the unit price and total price, the same shall be corrected as per relevant provisions.
- 1.10 We declare that prices for items left blank in the schedules will be deemed to have been included in other items. The TOTAL for each schedule and the TOTAL of Grand

summary shall be deemed to be the total price for executing the facilities and sections thereof in complete accordance with the contract, whether or not each item has been priced.

2.0 CONSTRUCTION OF THE CONTRACT

2.01 We declare that we are making the offer on the basis of indivisible supply-cum-Erection contract on a single source responsibility basis.

3.0 BID SECURITY (EMD)

We are enclosing Bank Draft No. _____ dtd. _____ amounting to Rs.-----
(Rupees _____ only) issued by Bank -----
---branch, payable on Balasore towards Bid Security against our above Bid. The Bid Security amount has been computed by adding the Estimated Cost of the work .

4.0 EQUIPMENT PERFORMANCE GURANTEE

We declare that the ratings and performance figures of the equipment to be furnished and erected by us are guaranteed. The Guaranteed particulars of different equipments are enclosed along with our bid.

5.0 BID PRICING

We further declare that the prices stated in our proposal are in accordance with your „Instruction of Bidders of Conditions of Contract, Volume-1 of the bid documents.

6.0 PRICE ADJUSTMENT

We declare that all the prices and price components stated in our offer are on FIRM price basis.

7.0 QUALIFICATION

We confirm having submitted the Qualification Data in original plus one copy, as required by you under clause 6.0 “Invitation for Bids”. Further we have filled in the information for qualification requirements. In case you require any further information in this regard, we agree to furnish the same in time.

8.0 DEVIATIONS

8.01 We declare that the contract shall be executed strictly in accordance with the specifications and documents except for the variations and deviations all of which have been detailed out exhaustively in the following schedules, irrespective of whatever has been stated to the contrary anywhere else in our proposal.

- a) Commercial Deviations Schedule
- b) Cost of withdrawal of Deviations on Critical
- c) Technical Deviation Schedule

8.02 We confirm that specified stipulation of following critical clauses is acceptable to us and no deviations/exceptions are taken on any account whatsoever in the following clauses:

- (a) Payment Terms :
- (b) Bid Guarantee :
- (c) Contract Performance Guarantee :
- (d) Liquidated Damages for delay :
- (e) Prices and Price Adjustment :
- (f) Guarantee / Warrantees :

8.03 Further, we agree that the additional conditions, deviations, if any, found in our bid proposal documents other than those stated in attached Deviation Schedules, save that pertaining to any rebates offered, shall not be given effect to.

9.0 ADDITIONAL INFORMATION

We have included with this proposal additional information listed. We further confirm that such additional information does not imply any additional deviation beyond those covered in appropriate schedules and in case of any contradiction between these additional information and other provisions of Bid, the latter prevail.

10.0 GURANTEE DECLARATION

We guarantee that the equipment offered shall meet the rating and performance requirements stipulated in this specification. The Guarantee Declaration which shall attract levy of liquidated damages for non-performance is indicated in the relevant schedule.

11.0 BOUGHT-OUT AND SUB-CONTRACTED ITEM

We are furnishing herewith at appropriate Schedule, the detail of all major item of supply amounting to more than 10% of our Bid Price, which were propose subletting giving detail of the name of sub-contractor/sub-vendor and quantity for each item.

12.0 WORK SCHEDULE

If this proposal is accepted by you, we agree to submit engineering data, provide services and complete the entire work from time to time, in accordance with schedule indicated in the proposal. We fully understand that the time schedule stipulated in this proposal is the essence of the contract, if awarded. The completion schedule of the various major key phases of the work is indicated in the designated schedule.

13.0 CONTRACT PERFORMANCE GUARANTEE

We further agree that if our Bid is accepted we shall provide an irrevocable Bank guarantee towards Contract Performance Guarantee, of value equivalent to ten percent (10%) of the Contract Price initially/ (5% of total contract value for local MSEs) valid up to the end of ninety (90) days after the end of the contract warranty period in the form of Bank Guarantee in your favour within 15 (fifteen) days from the date of “Notice of Award of Contract” and enter into a formal agreement with you immediately thereafter.

Dated thisday of20.....

Thanking you,
Yours faithfully,

(Signature of the Authorized Signatory) Name
..... Designation
.....

Seal of the company.....

Date :

Place :

(Written power of Attorney of all signatories of the bid to commit the Bidder must be enclosed with the Bid. In case of joint venture, the written Power of Attorney of all signatories from respective partners must be enclosed with the Bid.)

*** Applicable case of a Bid from Joint Venture of Firms. Further, the Bid must be signed by each partner of the Joint venture.

ANNEXURE – II

DECLARATION FORM

To,

GM (Contracts & Procurement)

Head Office, NESCO Utility, Januganj, Balasore, Odisha,

Sir,

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

1 – I / We the undersigned do hereby offer to execute the contract covered there on in complete shape in all respects as per the rules entered in the attached contract schedule of prices in the tender.

2 – I / We do hereby under take to have executed the contract within the time specified in the tender.

3 – I / We do hereby guarantee the technical particulars given in the tender supported with necessary reports from concerned authorities.

4 – I / We do hereby certify to have purchased a copy of the tender specifications by remitting Cash / Demand draft & this has been duly acknowledged by you in your letter No.....Dt.....

5 – I / We do hereby agree to furnish the composite Bank Guarantee in the manner specified / acceptable by NESCO Utility (as the case may be) & for the sum as applicable to me / us as per clause No.13 of Annexure -V of this specification within fifteen days of issue of Letter of intent / Work Order , in the event of Work order being decided in my / us favour , failing which I / We clearly understand that the said LOI / W.O. shall be liable to be withdrawn by the NESCO Utility.

Signed this.....Day of.....20...

Yours faithfully

(Signature of Bidder with Seal of Company)

ANNEXURE – III

PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE

(To be executed on Rs. 100/- Non-judicial Stamp Paper purchased in the name of the BG Issuing Bank)

W.O. No- Date- Scope of Work- Name of Contractor-

To

The Administrator, NESCO Utility, Balasore.

This Guarantee Bond is executed this _____ day of _____ by us the (Name of Bank)
_____ at _____ P. S.
_____ Dist _____ State _____ Code
No. _____.

Whereas NESCO Utility, Head Office, Januganj, Balasore- 756019, Odisha registered under the Company Act 1956 (here in after called “the Owner”) has placed Work Order No. _____ Date _____ (here in after called “the Agreement”) with M/s _____ (hereinafter called “the Contractor”) for (Scope of Work) _____ and whereas NESCO Utility has agreed (1) to exempt the Agency from making payment of security deposit, (2) to release 100% payment of the cost of works as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to the NESCO Utility a composite Bank Guarantee of the value of 10% (ten percent) of the Contract price of the said Agreement.

1. Now, therefore, in consideration of NESCO Utility having agreed (1) to exempt the Contractor for making payment of security deposit, (2) to release 100% payment to the Contractor and (3) to exempt from furnishing Performance Guarantee in terms of the said Agreement as aforesaid, We the (Name of Bank) _____, Address _____ (Code No. _____) (here in after referred to as “the Bank”) do hereby undertake to pay to the NESCO Utility an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by NESCO Utility by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

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

3. We, the (Name of Bank) _____ also undertake to pay to NESCO Utility any money so demanded notwithstanding any dispute or dispute raised by the Contractor (s) in any suit or proceeding instituted / pending before any court or Tribunal relating thereto our liability under this Agreement being absolute and unrevocable. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.
4. We, the (Name of Bank) _____ further agree that the guarantee herein contain shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and it shall continue to remain in force endorsable till all the dues of NESCO Utility under by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till NESCO Utility certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharge this guarantee and will not be revoked by us during the validity of the guarantee period.
Unless a demand or claim under this guarantee is made on us or with (Local Bank Name, Address and Code No.) _____, Balasore in writing on or before (Date) _____ we shall be discharged from all liability under this guarantee thereafter.
5. We, the (Name of Bank) _____ further agree that NESCO Utility shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor (s) or for any forbearance act or omission on part of NESCO Utility or any indulgence by NESCO Utility to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
6. The Guarantee will not be discharged due to change in the name, style and constitution of the Bank and or Contractor (s).
7. We, the (Name of Bank) _____ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of NESCO Utility in writing.

Dated _____ Day of _____ Two Thousand _____ .

Notwithstanding anything contained herein above.

Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____) only. The Bank Guarantee shall be valid up to (Date) _____ only.

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

For _____ (Indicate the name of Bank)

Witness

1.

2.

Executing Bank Manager (name, designation & Power of Attorney No. / Signing Power No.)

N.B.:

- (1) Name of the Contractor:
- (2) No. & date of the Work order / agreement:
- (3) Amount of W.O.:
- (4) Name of Works:
- (5) Name of the Bank:
- (6) Amount of the Bank Guarantee:
- (7) Name, Address and Code No. of the Local Branch:
- (8) Validity period or date up to which the agreement is valid:
- (9) Signature with seal of the executants in each page of BG:
- (10) Signature of the Constituent Authority of the Bank with seal:
- (11) Name & addresses of the Witnesses with signature:
- (12) The Bank Guarantee shall be accepted only after getting confirmation from the respective Bank.

ANNEXURE – IV

PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT (To be stamped in accordance with Stamp Act)

(To be executed on Rs. 100/- Non-judicial Stamp Paper purchased in the name of the BG Issuing Bank)

Ref.....

Bank Guarantee No.....

Date

To,

**The Administrator, NESCO Utility,
Balasore.**

Dear Sir,

In consideration of Whereas NESCO Utility, Head Office, Januganj, Balasore- 756019, Odisha (hereinafter referred to as the "NESCO Utility ", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of NESCO Utility 's Letter of Award No..... dated and the same having been acknowledged by the Contractor, resulting in a Contract bearing No..... dated valued at for (Scope of work)..... (Hereinafter called the 'Contract') and the NESCO Utility having agreed to make an advance payment to the Contractor for performance of the above Contract amounting..... (in words and figures) as an advance against Bank Guarantee to be furnished by the Contractor.

We,..... (Name of the Bank) having its Head 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 NESCO Utility, immediately on demand any or, all monies payable by the Contractor to the extent of as aforesaid at any time up to @ without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such

demand made by the NESCO Utility 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. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the NESCO Utility discharges this guarantee.

The NESCO Utility shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The NESCO Utility 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 NESCO Utility and the Contractor or any other course or remedy or security available to the NESCO Utility. The Bank shall not be released of its obligations under these presents by an exercise by the NESCO Utility of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the NESCO Utility or any other indulgence shown by the NESCO Utility or by another matter or thing, whatsoever, which under law would, but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to and it shall remain in force up to 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.

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

All other contentions in B.G will safe guard the interest of NESCO Utility.

We, the _____ Bank lastly undertake not to revoke this Guarantee

during its currency except with the previous consent of NESCO Utility in writing.

Dated _____ the _____ day of Two thousand _____.

Notwithstanding anything contained herein above.

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

The Bank Guarantee shall be valid up to _____ only.

Our branch at Balasore (Name & Address of the Balasore branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Balasore branch a written claim or demand and received by us at our Balasore branch on or before

Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For _____ (indicate the name of the Bank)

Dated this Day of20..... at

WITNESS

..... (Name)

..... (Signature)

..... (Name)

..... (Signature)

..... (Official Address)

(Designation with Bank Stamp)

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

@ This date shall be ninety (90) days after the schedule date of completion of the Contract

ANNEXURE – V(A)

LETTER OF COMPLIANCE OF QUALIFYING REQUIREMENT (In case of Bidder being a Single Firm)

To,

GM(Contracts&Procurement)

Head Office, NESCO Utility,Januganj,Balasore,Odisha,

Pin-756019,Email-purchase@nescoorissa.com

Dear Sirs,

I/We (Name of Bidder) are submitting the bid as a single firm. In support of our meeting the Qualifying requirements (QR) for bidders, stipulated in this tender specification, we furnish herewith the details/documents etc. as follows.

Table – A: Previous Works Experience:

Package Quoted for	Description of Proposed Works	Tender Qty	Qty Installed & Commissioned					
			Sl. No.	FY	Name of Client	WO Ref	Qty Installed	Documents provided in proof of having executed the works during the relevant FY.

Table – B: Annual Turnover:

Package Quoted for	Estimated Cost of the Package (Rs. in Lakh)	Annual Turnover Data (Rs. in Lakh)	
		Financial Year	Turnover (Rs. in Lakh)
		Last Three Year preceding to the year of tender	
Total Estimated Cost of the packages quoted for			

For & on behalf of (Name of the Bidder)

Note: Continuation sheets, of like size and format, may be used as per Bidder's requirements and annexed to this Schedule.

I/We declare that we are fulfilling the qualifying requirements as per clause no. 2.0 of Section – I, Invitation for Bids (IFB).

ANNEXURE – V(B)

LETTER OF COMPLIANCE OF QUALIFYING REQUIREMENT (In case of Bidder being a Joint Venture / Consortium Firm)

To,

GM(Contracts&Procurement)

Head Office, NESCO Utility, Januganj, Balasore, Odisha,

Dear Sirs,

I/We (Name of Bidder) are submitting the bid as a single firm. In support of our meeting the Qualifying requirements (QR) for bidders, stipulated in this tender specification, we furnish herewith the details/documents etc. as follows.

Name of the members of the JV / Consortium

- 1.
- 2.
- 3.

Table – A: Previous Works Experience: Name of the Member (any one member only)

Package Quoted for	Description of Proposed Works	Tender Qty	Qty Installed & Commissioned					Documents provided in proof of having executed the works during the relevant FY.
			Sl. No.	FY	Name of Client	WO Ref	Qty Installed	

Table – B: Annual Turnover:

Package Quoted for	Estimated Cost of the Package (Rs. in Lakh)	Annual Turnover (Rs. in Lakh)	
		Financial Year	Turnover (Rs. in Lakh)
		FY 2014 -15	
		FY 2015-16	
		FY 2016- 17	
Total Estimated Cost of the packages quoted for			

Note: Continuation sheets, of like size and format, may be used as per Bidder’s requirements and annexed to this Schedule.

I/We declare that we are fulfilling the qualifying requirements as per clause no. 2.0 of Section –

I, Invitation for Bids (IFB).

For & on behalf of (Name of the Bidder).

Date: (Signature)

Place: (Printed Name)
 (Designation) (Common Seal)

Note: 1. Continuation sheets, of like size and format, may be used as per Bidder’s requirements and annexed to this Schedule.

2. In case of Joint Venture, separate sheet for each partner of Joint Venture should be used.

Date: (Signature)

Place: (Printed Name)
 (Designation) (Common Seal)

ANNEXURE – VI(A)

DETAILS OF COMMERCIAL DEVIATIONS

Bidder's Name & Address

To,

GM(Contracts&Procurement)

Head Office, NESCO Utility,Januganj,Balasore,Odisha,

Dear Sirs,

Sub: Commercial Deviation for Construction of Name of the project.

The following are the Commercial Deviations and variations from and exceptions to the specifications and documents for the subject Project. These deviations and variations are exhaustive. Except for these deviations, the entire work shall be performed as per your specifications and documents

Volume/Clause	Ref./Page No.	As specified in the Specification	Commercial deviation and variation to the specification

Date: (Signature)

Place: (Printed Name)

(Designation)

(Common Seal)

Note: 1. Continuation sheets, of like size and format, may be used as per Bidder's requirements and annexed to this Schedule.

2. This will be read out during opening of Part-I Bid.

DETAILS TECHNICAL DEVIATIONS

Bidder's Name & Address

To,**GM(Contracts&Procurement)**

Head Office, NESCO Utility,Januganj,Balasore, Odisha,

Dear Sirs,

Sub: Technical Deviation for Construction of (Name of the Project)

The following are the Technical Deviations and variations from and exceptions to the specifications and documents for the subject package. These deviations and variations are exhaustive. Except for these deviations, the entire work shall be performed as per your specifications and documents

Volume/Clause	Ref./Page No.	As specified in the Specification / Relevant ISS	Technical deviation and variation to the specification

Date: (Signature)

Place: (Printed Name)

(Designation) (Common Seal)

Note: 1. Continuation sheets, of like size and format, may be used as per Bidder's requirements and annexed to this Schedule.

2. The deviations and variations, if any, shall be brought out separately for each of the equipment.

ADDITIONAL INFORMATION

Bidder's Name & Address

To,

GM(Contracts & Procurement)

Head Office,NESCOUtility, Januganj,Balasore,Odisha,

Dear Sirs,

We have enclosed with our proposal the following additional information for the subject, package.

Sl. No	Brief description of Information	Ref.& Page No.
--------	----------------------------------	----------------

Date: (Signature)

Place: (Printed Name)

(Designation) (Common Seal)

Note: Continuation sheets, of like size and format, may be used as per Bidder's requirements and annexed to this Schedule.

BOUGHT OUT & SUB CONTRACTED ITEMS

Bidder's Name & Address

To,

GM(Contracts&Procurement)

Head Office, NESCO Utility,Januganj,Balasore,Odisha,

Dear Sirs,

We hereby furnish the details of the items/sub-assemblies amounting to more than 10% of our bid price, we propose to buy for the purpose of subject package

Sl. No	Item description	Qty. Proposed	Source of Supply
	Be bought/ Sub-contracted		

1.
2.
3.
4.
5.
6.
7.

Date:

(Signature)

Place:

(Printed Name)

(Designation) (Common Seal)

ANNEXURE – IX

WORK COMPLETION SCHEDULE

Bidder's Name & Address

To,

GM(Contracts&Procurement)

Head Office, NESCO Utility,Januganj,Balasore,Odisha,

Dear Sirs,

We hereby declare that the following Work Completion Schedule shall be followed by us for the purpose of subject package

Sl. No	Description of Work	Period in Months(from the date of LOA)
1	Completion of detailed engineering	_____
2	Procurement of raw materials	_____
3	Establishment of site offices	
4	Erection	
(a) Commencement		
(b) Completion		
5	Testing & Pre-commissioning	
(a) Commencement		
(b) Completion		
6	Commissioning	

Date: _____ (Signature)

Place: _____ (Printed Name)

(Designation) (Common Seal)

CHECK LIST

Bidder's Name & Address

To,

GM(Contracts&Procurement)

Head Office, NESCO Utility,Januganj,Balasore,Odisha,
Pin-756019

Dear Sirs,

Sl. No.	Item Description	Status of the Submission of data	Remarks
1	2	3	4
1.	Bid Guarantee	Yes /No	If yes please give details No, amount, validity & date of issue.
2.	Qualifying Data	Yes /No	
3.	Commercial Deviation	Yes /No	
4.	Technical Deviation	Yes /No	
5.	Cost of withdrawn of deviations	Yes /No	
6.	Bid validity	Yes /No	If yes state here the period.
7.	Period of completion	Yes/No	If, yes please state here the period of completion.
8.	Additional information offered by bidder		State here briefly

N.B.:- The contents of this schedule will be read out during opening of Part-I Bid.

..... **Signature of Bidder Date & Seal:**

N.B:-

1. The bid guarantee one original and one copy shall be furnished in two separate sealed envelopes appropriately superscribed thereon.

2. All Schedules pertaining to prices (originals) shall be furnished in a sealed envelope duly superscribed thereon. Similarly one set of copies of such schedules shall be given in a separate sealed envelope (these are not to be opened during opening of Part –I).

3. All other schedules, one set original and another copy shall be submitted in two separate sealed envelope (these are to be opened during Part –I bid opening)

Date: (Signature)

Place: (Printed Name)

(Designation) (Common Seal)

ANNEXURE-XI

SELF DECLARATION FORM

Name of the NESCO Utility/Purchaser: -----

Tender Notice No: -----

Sir,

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

Place- Date-

Yours faithfully,

Signature of the bidder
With seal

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

ANNEXURE – XII

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

Ref Date Bank Guarantee No:

In accordance with invitation to Tender Notice No.----- Dated ----- of NESCO Utility for the work of

_____ (name of Work)

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

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

2. We the _____ [Indicate the name of the bank] do hereby

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

3. We, the _____ Bank undertake to pay the NESCO Utility any money so demanded not withstanding any dispute or disputes so raised by the contractor [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, the _____ Bank [Indicate the name of the bank] or our local branch at Balasore further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of ----- days and it shall continue to be so enforceable till all the dues of the NESCO Utility under by virtue of the

said Bid have been fully paid and its claims satisfied or discharged or till NESCO Utility certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Contractor [s] and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____(date) we shall be discharged from all liability under this guarantee thereafter.

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

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

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

8. We, the_____Bank further agree that this guarantee shall also be invocable at our place of business at Balasore (**Indicate detail address of local branch with code no.**) in the State of Odisha.

Dated _____Day of 2012.

Witness ((Signature, names & address)

1.
2

For_____ [Indicate the name of Bank]

Power of Attorney No. _____

Date: _____

SEAL OF BANK

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

ANNEXURE-XII

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

Ref. No. _____ Dated: _____

The Administrator, NESCO Utility, Balasore.
Dear Sirs,

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

At the request of M/s. _____ we _____ bank Branch office at _____ having its head _____ Dated _____ for a further period of _____ Years/months from _____ to expire on _____ except as provided above, all other terms and conditions of the original bank guarantee No. _____ dated _____

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

be attached. Yours faithfully,

For _____ Manager/Agent/Accountant Power of Attorney No. ____

Date: _____

SEAL OF BANK

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

SECTION –IV

TECHNICAL SPECIFICATION

OF MATERIALS

FOR

‘Construction of HT / LT lines , Sub-station and heightening of HT lines’ due to rerouting of power lines crossing over Kharasrota River

**TENDER NOTICE NO:- NESCO Utility / IWAI /22/17-18/15541
Dtd.12.12.17**

(Ref. Separate file enclosed)

SECTION-V

PRICE BID FORMAT

SCHEDULE OF QUANTITY & PRICE

CONSTRUCTION OF HT/LT LINES , SUB-STATION AND HEIGHTENING OF HT LINES DUE TO REROUTING POWER LINES CROSSING OVER KHARASTROTA RIVER CROSSING UNDER NW-5

(Firm shall quote the total price including GST)

PACKAGE -I , PACKAGE- II & PACKAGE-III

PRICE BID

Package – I

Job & Location: Construction of 11KV , LT line , 25KVA S/S at Dihabaring and heightening of 11KV lines due to rerouting of power lines crossing over Kharasrota River at Chatumari & Ratianga under NW-5.

Sl no.	Particulars	Unit	Qty.	Supply		Erection		Total Amount (Rs.)
				Rate/ unit (Rs.)	Amount (Rs.)	Rate/unit (Rs.)	Amount (Rs.)	
1	Construction of new 11KV Line with supply & erection of all materials. (Using 10mtr long 150x150 mm RS joist pole with all accessories)	Km	6.2					
2	Installation of 11KV Line (double Circuit) over river crossing with supply & erection of all materials . (Using Towers which construction is not in this scope of work)	Km	0.65					
3	Up-gradation of 11KV Line 3P 3W 34 mm ² to 100 mm ² AAAC with supply & erection of all materials . (Using 9mtr. & 10mtr long 150x150 mm RS joist interposing pole- 32 nos. with all accessories)	Km	4.0					
4	Laying of 11KV single core XLPE armoured U/G cable at power line crossing with supply & erection of all materials . (Using 11KV 1Cx120 mm ² U/G cable 3P 3W with 2 spare duct)	Km	0.1					
5	Installation of LT lines with supply & Erection of all materials. (Using existing pole/ 8m/9m PSC pole support with following size of AB Cables)							
) (3x50+1x35+1x16)mm ² AB cable with all accessories.	Km	2.2					
	i) (3x35+1x25)mm ² AB cable with all accessories.	Km	0.05					

6	Installation of new 25KVA 11/0.4 KV Sub-station with supply & erection of all materials . (Using 10mtr long 150x150 mm RS Joist DP structure with all accessories) .	No.	1					
7	Construction of DP structure with AB switch with supply & erection of all materials . (Using 13mtr long 150x150 mm RS joist pole with all accessories) .	No.	5					
8	Construction of 4- pole structure with AB switch with supply & erection of all materials . (Using 13mtr long 150x150 mm RS joist pole with all accessories).	No.	4					
9	Dismantling of LT & 11KV line materials for up-gradation of lines and return to store including transportation. (34 mm ² & 55mm ² AAAC)	Km	3.65					
	Sub-total (Rs.)							
	GST @%							
	Total cost including GST(Rs.)							

Total Price in words (.....)

Bidder will be permitted to enter the item wise rates only. No other modification shall be permitted. Bidders are required to sign each and every page and enclose the same in the Price Bid in sealed Condition.

Note:

- (i) Unit rate is inclusive of all taxes and duties .
- (ii) Any discrepancy in unit rate and amount, unit rate stands.
- (iii) Any column left blank shall be treated as nil/ inclusive of.
- (iv) Erection charges shall be inclusive of transportation of materials.

Signature of the Bidder with Seal

(This form should be duly filled up by the tenderer & submitted in duplicate in separate envelopes super-scribing "PART- II PRICE BID", Package No. signed & sealed in each page)

PRICE BID

Package – II

Job & Location: Construction and heightening of 33KV & 11KV lines due to rerouting of power lines crossing over Kharasrota River at Chattisdevil, Mahamadjampur & Madhapur under NW-5.

Sno.	Particulars	Unit	Qty.	Supply		Erection		Total Amount (Rs.)
				Rate/ unit (Rs.)	Amount (Rs.)	Rate/unit (Rs.)	Amount (Rs.)	
1	Installation of 33KV Line (double Circuit) over river crossing with supply & erection of all materials . (Using Towers except its construction)	Km	1.10					
2	Construction of new 11KV Line with supply & erection of all materials. (Using 10mtr long 150x150 mm RS joist pole with all accessories)	Km	1.4					
3	Installation of 11KV Line (double Circuit) over river crossing with supply & erection of all materials . (Using Towers excluding its construction)	Km	0.4					
4	Up-gradation of 11KV Line 3P 3W 34 mm ² to 100 mm ² AAAC with supply & erection of all materials . (Using 10mtr long 150x150 mm RS joist interposing pole- 53 nos. with all accessories)	Km	6.0					
5	Laying of 11KV single core XLPE armoured U/G cable at power line crossing with supply & erection of all materials . (Using 11KV 1Cx120 mm ² U/G cable 3P 3W with 2 spare duct)	Km	0.16					

6	Construction of DP structure with AB switch with supply & erection of all materials . (Using 13mtr long 150x150 mm RS joist pole with all accessories)	No.	12					
7	Construction of 4- pole structure with AB switch with supply & erection of all materials . (Using 13mtr long 150x150 mm RS joist pole with all accessories).	No.	6					
8	Dismantling of 11KV & 33KV line materials for up-gradation of lines and return to store including transportation. (34 mm ² & 100 mm ² AAAC)	Km	7.6					
	Sub-total (Rs.)							
	GST @%							
	Total cost including GST(Rs.)							

Total Price in words (.....)

Bidder will be permitted to enter the item wise rates only. No other modification shall be permitted. Bidders are required to sign each and every page and enclose the same in the Price Bid in sealed Condition.

Note:

- (i) Unit rate is inclusive of all taxes and duties .
- (ii) Any discrepancy in unit rate and amount, unit rate stands.
- (iii) Any column left blank shall be treated as nil/ inclusive of.
- (iv) Erection charges shall be inclusive of transportation of materials.

Signature of the Bidder with Seal

(This form should be duly filled up by the tenderer & submitted in duplicate in separate envelopes super-scribing "PART- II PRICE BID", Package No. signed & sealed in each page)

PRICE BID

Package – III

Job & Location: Construction and heightening of 33KV & 11KV lines due to rerouting of power lines crossing over Kharasrota River at Tantighai, Paridabad & MadhapurJokadia under NW-5.

Slno.	Particulars	Unit	Qty.	Supply		Erection		Total Amount (Rs.)
				Rate/unit (Rs.)	Amount (Rs.)	Rate/unit (Rs.)	Amount (Rs.)	
1	Construction of new 33KV Line with supply & erection of all materials. (Using 13mtr long 150x150 mm RS joist pole with all accessories)	Km	0.1					
2	Installation of 33KV Line (double Circuit) over river crossing with supply & erection of all materials . (Using Towers except its construction)	Km	0.6					
3	Construction of new 11KV Line with supply & erection of all materials. (Using 10mtr long 150x150 mm RS joist pole with all accessories)	Km	0.8					
4	Installation of 11KV Line (double Circuit) over river crossing with supply & erection of all materials . (Using Towers excluding its construction)	Km	0.8					
5	Up-gradation of 11KV Line 3P 3W 34 mm ² to 100 mm ² AAAC with supply & erection of all materials . (Using 10mtr long 150x150 mm RS joist interposing pole- 49 nos. with all accessories)	Km	4.5					
5	Laying of 11KV single core XLPE armoured U/G cable at power line crossing with supply & erection of all materials . (Using 11KV 1Cx120 mm ² U/G cable 3P 3W with 2 spare duct)	Km	0.08					

6	Installation of LT lines with supply & Erection of all materials. (Using existing pole/ 8m/9m PSC pole support with following size of AB Cables) .							
	(3x50+1x35+1x16)mm ² AB cable with all accessories.	Km	0.8					
7	Construction of DP structure with AB switch with supply & erection of all materials . (Using 13mtr long 150x150 mm RS joist pole with all accessories)	No.	3					
8	Construction of 4- pole structure with AB switch with supply & erection of all materials . (Using 13mtr long 150x150 mm RS joist pole with all accessories).	No.	7					
9	Dismantling of 11KV & 33KV line materials for up-gradation of lines and return to store including transportation. (34 mm ² ,55 mm ² & 100 mm ² AAAC)	Km	5.2					
	Sub-total (Rs.)							
	GST @%							
	Total cost including GST(Rs.)							

Total Price in words (.....)

Bidder will be permitted to enter the item wise rates only. No other modification shall be permitted. Bidders are required to sign each and every page and enclose the same in the Price Bid in sealed Condition.

Note:

- (i) Unit rate is inclusive of all taxes and duties .
- (ii) Any discrepancy in unit rate and amount, unit rate stands.
- (iii) Any column left blank shall be treated as nil/ inclusive of.
- (iv) Erection charges shall be inclusive of transportation of materials.

Signature of the Bidder with Seal

(This form should be duly filled up by the tenderer & submitted in duplicate in separate envelopes super-scribing "PART- II PRICE BID", Package No. signed & sealed in each page)