

## **Registered Office of NESCO, WESCO & SOUTHCO**

North Eastern Electricity Supply Company of Orissa Limited (NESCO)  
Western Electricity Supply Company of Orissa Limited (WESCO)  
Southern Electricity Supply Company of Orissa Limited (SOUTHCO)  
Registered Office  
Plot No: N/22 Nayapalli, Bhubaneswar, Orissa-751015  
Tel.No. (0674) 2558737. Fax No. (0674) 2558343

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Volume -I

Tender Notification : CSO/36/Energy Meter Seals  
Date: 14.05.2010  
Due Date for Submission of Bids: 31.05.2010

Section – I

INVITATION FOR BIDS (IFB)

2010-11

Tender Notification: CSO/36/Energy Meter Seals

Dated : 14.05.2010

## Registered Office of NESCO, WESCO & SOUTHCO

### 1.0 Event Information

- 1.01 The Registered Office of NESCO, WESCO & SOUTHCO (here in after referred as CSO) invites Sealed tenders from reputed manufacturers for supply of Seals for Energy Meters to NESCO, WESCO & SOUTHCO. The bidder must qualify the technical requirements as specified in clause 2.0 stated below. The sealed envelopes shall be duly superscribed as "TENDER NOTICE/CSO/36/ENERGY METER SEALS, due for opening on dt. 31.05.10.

### QUANTITY AND DELIVERY REQUIREMENT

Sl. No.	Item Description	Specification	Requirement	Location
			Total Qty.	
NESCO, BALASORE, ORISSA				
1	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters - Green Colour	Section IV	36000 nos.	Central Store, NESCO, Balasore
2	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters - Transparent Seals		12000 nos	Central Store, NESCO, Balasore
3	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters - Yellow Colour.		60000 nos	Central Store, NESCO, Balasore
4	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters- Black Colour		24000 nos	Central Store, NESCO, Balasore
5	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters - Red Colour		400000 nos	Central Store, NESCO, Balasore
WESCO, BURLA, ORISSA				
1	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters - Green Colour	Section IV	120000 nos.	Central Store, WESCO, Burla
2	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters - Transparent Seals		100000 nos	Central Store, WESCO, Burla
3	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters - Yellow Colour.		70000 nos	Central Store, WESCO, Burla
4	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters- Black Colour		15000 nos	Central Store, WESCO, Burla
5	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters - Red Colour		100000 nos	Central Store, WESCO, Burla
SOUTHCO, BERHAMPUR, ORISSA				
1	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters - Green Colour	Section IV	50000 nos.	Central Store, SOUTHCO, Berhampur
2	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters - Transparent Seals		54000 nos	Central Store, SOUTHCO, Berhampur
5	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters - Red Colour		135000 nos	Central Store, SOUTHCO, Berhampur

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Sl. No.	Item Description	Specification	Requirement	Location	
			Total Qty.		
NESCO, BALASORE, ORISSA					
1	Stick Security Seals for Energy Meters	Section V	200000 nos.	Central Store, NESCO, Balasore	
WESCO, BURLA, ORISSA					
2	Stick Security Seals for Energy Meters		200000 nos	Central Store, WESCO, Burla	
SOUTHCO, BERHAMPUR, ORISSA					
3	Stick Security Seals for Energy Meters		240000 nos	Central Store, NESCO, Balasore	

Note : Quantity may vary to any extent of above mentioned total quantity for all materials.

- 1.02 The schedule of specifications with detail terms & conditions can be obtained from address given below against demand draft of Rs. 10000/- plus 4% VAT, drawn in favour of NESCO Ltd., payable at Bhubaneswar. The tender papers will be issued on all working days upto 29.05.2010.

The tender documents can also be downloaded from the websites "nescoorissa.com", "wescoorissa.com", & "southcoorissa.com".

In case tender papers are downloaded from the above website, then the bidder has to enclose a demand draft covering the cost of bid documents as stated above in a separate envelope with suitable superscription "Cost of Bid Documents : Tender Notice Ref : CSO/36/ Meter Seals". This envelope should accompany the Bid Documents.

- 1.03 Offers will be received upto 2.00 PM. on dt. 31.05.10 as indicated earlier will be opened at the address given below at 3.30 PM. on same day in presence of the authorized representatives of the bidders. The schedule of specifications with detail terms & conditions are enclosed. It is the sole responsibility of the bidder to ensure that the bid documents reach this office on or before the cut off due date of tender opening.

- 1.04 CSO reserves the right to accept / reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase orders. Tender will be summarily rejected if :

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- (i). Bid security @ 1% (One percent) of the Tender value is not deposited in shape of Bank Draft in favor of NESCO Ltd., payable at Bhubaneswar or Bank Guarantee executed in favour of NESCO Ltd., IRC Village, N- 1/ 22, Nayapalli, Bhubaneshwar, Orissa – 751 015. Bid security against previous Tenders, if any, will not be adjusted towards Bid security against this Tender.
- (ii). The offer does not contain "FOR, Balasore/Burla/Berhampur price indicating break-up towards all taxes & duties".
- (iii). Complete Technical details are not enclosed.
- (iv). Sample is not submitted along with the offer.
- (v). Tender is received after due time due to any reason.

### 2.0 Qualification Criteria :-

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding. Bidders who meet following requirements will be considered as successful bidder and management has a right to disqualify those bidders who do not meet these requirements.

- a. The bidding is open to only those manufacturers who have official Patent Right to manufacture the Polycarbonate Seals. Bidder shall be required to submit Photocopy of valid Patent Certificate along with documents showing all details of Patent Seal. Design Certificate, Copyright Artwork, Patent Pending will not be opened and considered.
- b. The Manufacturers should have at least 5 years experience in security seal business and must have supplied minimum tendered quantity of seals each year to Electricity Board, Electric Distribution Companies and must have executed repeat orders of same customer/s. Copies of Purchase orders must be submitted along with offer. Chartered accountant certificate must accompany with offer.
- c. Being Security product, consistency of quality batch after batch is very important. Manufacturers having ISO Certification will be preferred.

### 3.0 Project Completion Schedules:

Sl. No.	Steps	Activity description	Due date
1	Technical Queries	<ul style="list-style-type: none"> <li>▪ All Queries related to RFQ</li> </ul>	20 <sup>th</sup> May' 2010
2	Technical Offer	<ul style="list-style-type: none"> <li>▪ It include clause by clause commentary, GTP, Type test report, BIS report, Quality report</li> <li>▪ Bidder qualification data ( sec IIIB)</li> </ul>	31 <sup>st</sup> May 2010, 14.00 Hrs.
3	Commercial Offer	<ul style="list-style-type: none"> <li>▪ Price for Polycarbonate Seals</li> <li>▪ Break up regarding basic price and taxes.</li> <li>▪ Delivery commitment</li> </ul>	31 <sup>st</sup> May 2010, 14.00 Hrs.
4	Samples (10nos.)	<ul style="list-style-type: none"> <li>▪ Sample with routine report as per bidder offer</li> </ul>	31 <sup>st</sup> May 2010, 14.00 Hrs.

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Sl. No.	Steps	Activity description	Due date
5	Submission of complete document in two part	▪ As per RFQ	31 <sup>st</sup> May 2010, 14.00 Hrs.
6	Opening of Technical Bid	▪ As per RFQ	31 <sup>st</sup> May 2010, 15.30 Hrs.

This is a two part bid process . Bidders have to submit the bids a) Technical Bid b) Price Bid.

Both these parts should be furnished in separate sealed covers super scribing specification no. validity etc, with particulars as Part –I Technical Particulars & Commercial Terms & Conditions and Part-II “Price Bid” and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date & time specified.

- a) The Part – I Eligibility and Technical Bid should not contain any cost information whatsoever and this will be opened on the due date i.e. on 31<sup>st</sup> May 2010, 15.30 Hrs. In case of Bids where the qualification requirements, technical suitability and other requirements are found to be inadequate, Part – II ‘Price Bid’ will be returned unopened.
- b). The date and time of opening of Part – II – “Price Bid” will be intimated to the qualified bidders after technical evaluation of all the bids is completed.

Notwithstanding anything stated above, the Purchaser reserves the right to assess bidders capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the purchaser. In this regard the decision of the purchaser is final.

#### 4.0 Award Decision

Purchaser intends to award the business on a lowest bid basis, so suppliers are encouraged to bid competitively. The decision to place purchase order / letter of acceptance solely depends on purchaser on the cost competitiveness across multiple lots, quality, delivery and bidder’s capacity, in addition to other factors that Purchaser may deem relevant.

The purchaser reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.

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In the event of your bid being selected by purchaser (and / or its affiliates) and you subsequent DEFAULT on your bid; you will be required to pay purchaser (and / or its affiliates) an amount equal to the difference in your bid and the next lowest bid on the quantity declared in RFQ.

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and NESCO/ WESCO/ SOUTHCO ORISSA (Discoms of Orissa) reserves the right to award other suppliers who are found fit.

### 5.0 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the marketplace.
- Breach of the terms of the published in Request For Quotation.

### 6.0 Supplier Confidentiality

All information contained in this RFQ is confidential and may not be disclosed, published or advertised in any manner without written authorization from NESCO/ WESCO/ SOUTHCO ORISSA (Discoms of Orissa). This includes all bidding information submitted .

All RFQ documents remain the property of NESCO/ WESCO/ SOUTHCO ORISSA (Discoms of Orissa) and all suppliers are required to return these documents to NESCO/ WESCO/ SOUTHCO ORISSA (Discoms of Orissa) upon request.

Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

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

Jasdev S Soni / S.K Sarangi  
Central Services Office  
(NESCO, WESCO & SOUTHCO)  
N1/22, Nayapalli, Bhubaneswar, Orissa-751015

## **Registered Office of NESCO, WESCO & SOUTHCO**

Tel No. (0674) 2558737, Fax No. (0674) 2558343

Email : [jasdev.soni@gmail.com](mailto:jasdev.soni@gmail.com) / [susantasarangi@sify.com](mailto:susantasarangi@sify.com)

Mobile : 9338465350 / 93376 46022

### **SECTION – II**

#### **INSTRUCTION TO BIDDERS (ITB) 2010-2011**

## Registered Office of NESCO, WESCO & SOUTHCO

### Tender Notification : CSO/36/Energy Meter Seals

Dated : 14.05.2010

#### A. GENERAL

1.0 North Eastern Electricity Supply Company of Orissa Ltd. (NESCO), Western Electricity Supply Company of Orissa Ltd. (WESCO) and Southern Electricity Supply Company of Orissa Ltd. (SOUTHCO), hereinafter referred to as the "Purchaser" are desirous of implementing the various Systems Improvement / Repair & Maintenance works at their respective licensed area in the state of Orissa. The Purchaser has now floated this tender for procurement of meter seals as notified earlier in this bid document.

#### 2.0 SCOPE OF WORK

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

#### 3.0 DISCLAIMER

3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

3.02 Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and

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any other information supplied by or on behalf of Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply.

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

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

### 4.0 COST OF BIDDING

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

## B. BIDDING DOCUMENTS

### 5.0 BIDDING DOCUMENTS

5.01 The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents. In addition to the covering letter accompanying Bidding Documents, the Bidding Documents include:

#### Volume - I

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

#### Volume - II

- (a) Bid Form - Annexure – I
- (b) BG Formats - Annexure – II & III
- (c) Price Schedule - Annexure – IV

5.02 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will may result in the rejection of the Bid.

### 6.0 AMENDMENT OF BIDDING DOCUMENTS

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

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

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

### C. PREPARATION OF BIDS

#### 7.0 LANGUAGE OF BID

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

#### 8.0 DOCUMENTS COMPRISING THE BID

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

- (a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Clause 9.0, 10.0, 11.0 and Technical Specification;
- (b) All the Bids must be accompanied with the required bid security as mentioned in the Section-I against each tender.
- (c) Power of Attorney indicating that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 12.0.

#### 9.0 BID FORM

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

#### 9.02 Bid Security

Pursuant to Clause 8.0 (b) above, the bidder shall furnish, as part of its bid, a bid security amounting to 2% of the total bid value (FOR Destination) as already specified in the Section-I. The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.

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

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

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

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The successful bidder's bid security will be discharged upon furnishing the performance security.

The bid security may be forfeited :

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

### 10.0 BID PRICES

10.01 Bidders shall quote for the entire Scope of Supply with a break-up of prices for individual items. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, Transportation to site, all in accordance with the requirement of Bidding Documents. The Bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total Price.

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

10.03 Prices quoted by the Bidder shall be "Firm" and not subject to any price adjustment during the performance of the Contract. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

### 11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

### 12.0 PERIOD OF VALIDITY OF BIDS

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

12.02 Notwithstanding Clause 12.01 above, the Purchaser may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing by Fax/e-mail.

### 13.0 ALTERNATIVE BIDS

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

### 14.0 FORMAT AND SIGNING OF BID

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

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- 14.02 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.
- 14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

### D. SUBMISSION OF BIDS

#### 15.0 SEALING AND MARKING OF BIDS

- 15.01 Bid submission: One original & one Copy (hard copies) of all the Bid Documents shall be sealed and submitted to the Purchaser before the closing time for submission of the bid.
- 15.02 The Technical Documents and the Bid Security shall be enclosed in a sealed envelope and the said envelope shall be superscribed with "Technical & Bid Security". The price bid shall be inside another sealed envelope with superscription "Price Bid". Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original and Copy. The envelopes should be super-scribed with "Tender Notice No. & Due date of opening".
- 15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Telex/Telegram/Fax will not be accepted. No request from any Bidder to the Purchaser to collect the proposals from Airlines/Cargo Agents etc shall be entertained by the Purchaser.
- 15.04 The Bidder, along with the bid documents has to submit two Samples along with detailed Drawings. The sample should clearly indicate (i) Name of the bidder (ii) Tender No., (iii) Group & Item Srl. No. etc. The samples shall not be returned back to the bidder. Samples submitted earlier against other tender notices shall not exempt the bidder to submit fresh samples under this tender.

#### 16.0 DEADLINE FOR SUBMISSION OF BIDS

- 16.01 The original Bid, together with the required copies, must be received by the Purchaser at the address specified no later than 2.00 PM. on 31.05.2010
- 16.02 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9.0, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 17.0 ONE BID PER BIDDER

Each Bidder shall submit only one Bid either by itself, or as a partner in a Joint Venture. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

#### 18.0 LATE BIDS

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

#### 19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

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

### E. EVALUATION OF BID

#### 20.0 PROCESS TO BE CONFIDENTIAL

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

#### 21.0 CLARIFICATION OF BIDS

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

#### 22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

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

22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

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

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

#### 23.0 EVALUATION AND COMPARISON OF BIDS

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

23.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes:

In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated.

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

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

- (a) Supply Schedule
- (b) Deviations from Bidding Documents

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. The Purchaser will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

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

### F. AWARD OF CONTRACT

#### 24.0 CONTACTING THE PURCHASER

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

24.02 Any effort by a Bidder to influence the Purchaser and / or in the Purchaser's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

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

The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

#### 26.0 AWARD OF CONTRACT

The Purchaser will award the Contract to the successful Bidder whose Bid has been determined to be the lowest - evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Purchaser reserves the right to award order other bidders in the tender, provided it is required for progress of project & provided he agrees to come to the lowest rate.

#### 27.0 THE PURCHASER'S RIGHT TO VARY QUANTITIES

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

#### 28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

The letter of intent / Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance within 7 days of issue of the letter of intent /Notification of Award by Purchaser.

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### 29.0 CORRUPT OR FRAUDULENT PRACTICES

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

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an contract.

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

## SECTION - III

### (GENERAL CONDITION OF CONTRACT) 2010-2011

Tender Notification : CSO/36/Energy Meter Seals

# Registered Office of NESCO, WESCO & SOUTHCO

Dated :14.05.2010

## GENERAL CONDITION OF CONTRACT (GCC)

### 1.0 General Instructions

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

### 2.0 Definition of Terms

- 2.01 "Purchaser" shall mean NESCO / WESCO / SOUTHCO.

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- 2.02 "Bidder" shall mean the firm who quotes against this bid document issued by the Purchaser. "Contractor" or "Seller" shall mean the successful Bidder and/or Bidders whose bid has been accepted by the Purchaser and on whom the "Letter of intent" is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns wherever the context so admits.
- 2.03 "Site" shall mean the Electricity Distribution Area of the Company.
- 2.04 "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as Instruction to Bidder, Bid form and other forms as per Volume - III, General Conditions of Contract, Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05 "Letter of Intent" shall mean the official notice issued by the Purchaser notifying the Contractor that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Intent" issued by the Purchaser shall be binding on the "Contractor". The date of Letter of Intent shall be taken as the effective date of the commencement of contract.
- 2.06 "Purchase Order" shall mean the Purchase Order and amendments thereof and the drawings, specifications and other documents / papers referred to therein which shall constitute the "Contract".
- 2.07 "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.08 "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Technical Specification.
- 2.09 "Offer Sheet" shall mean Bidder's firm offer submitted to Purchaser in accordance with the specification.
- 2.10 "Contract" shall mean THE "letter of Intent" issued by the Purchaser.
- 2.11 "Contract Price" shall mean the price referred to in the "Letter of intent".
- 2.12 "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Contractor and the Purchaser in the Contract inclusive of extended contract period for reasons beyond the control of the Contractor and/or Purchaser due to force majeure.
- 2.13 "Goods" shall mean all items to be supplied under Purchase Order whether raw materials, processes materials, equipment, fabricated products, drawings or other documents as applicable.
- 2.14 "Store" shall mean the Purchaser store as defined elsewhere in this tender document.
- 3.0 Contract Documents & Priority
- 3.01 Contract Documents: The Specification, terms and conditions of the contract shall consist solely of these Tender conditions and offer sheet.
- 3.02 Priority: Should there be any discrepancy between any term hereof and any term of the Offer Sheet, the terms of these tender document shall prevail.
- 4.0 Scope of Work
- 4.01 The "Scope of Work" shall be on the basis of Bidder's responsibility, completely covering the obligations, responsibility and workmanship, provided in this Bid Enquiry whether implicit or explicit.

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- 4.02 The Purchaser reserves the right to vary the quantity i.e increase or decrease, which shall be communicated to successful bidder during project execution.
- 4.03 All relevant drawings, data and instruction manuals and other necessary inputs shall be under the scope of contract.
- 5.0 General Requirements
  - 5.01 The contractor shall supply, deliver best quality goods.
  - 5.02 The company also reserves the right to add from the scope of work or delete from the scope of work so assigned to the Supplier, if the circumstances so warrant.
  - 5.03 The contractor shall be responsible for loading and unloading of all materials with proper material handling equipment.
- 6.0 Quality Assurance and Inspection
  - 6.01 Immediately on award of contract, the bidder shall prepare detailed quality assurance plan / test procedure identifying the various stages of manufacture, quality checks performed at each stage, raw material inspection and the Customer hold points. The document shall also furnish details of method of checking, inspection and acceptance standards / values and get the approval of Purchaser before proceeding with manufacturing. However, Purchaser shall have the right to review the inspection reports, quality checks and results of contractors in house inspection department which are not Customer hold points and the contractor shall comply with the remarks made by purchaser or his representative on such reviews with regards to further testing, rectification or rejection, etc.
  - 6.02 Witness and Hold points are critical steps in manufacturing, inspection and testing where the contractor is obliged to notify the Purchaser in advance so that it may be witnessed by the Purchaser. Final inspection is a mandatory hold point. The contractor has to proceed with the work past a hold point only after clearance by purchaser or a witness waiver letter from Purchaser.
  - 6.03 The performance of waiver of QA activity by Purchaser at any stage of manufacturing does not relieve the contractor of any obligation to perform in accordance with and meet all the requirements of the procurement documents and also all the codes & reference documents mentioned in the procurement document nor shall it preclude subsequent rejection by the purchaser.
  - 6.04 On completion of manufacturing the items can be dispatched only after issue of shipping release by the Purchaser.
  - 6.05 All testing and inspection shall be done without any extra cost.
  - 6.06 Purchaser reserves the right to send any material out of the supply to any recognized laboratory for testing at the cost of the seller. In case the material is found not in order with the technical requirement / specification, the goods in the lot shall be rejected along with any other penalty which may be levied is to be borne by the bidder. To avoid any conflict the Seller is advised to send his representative to the stores to see that the material sent for testing is being sealed in the presence of bidder's representative.
- 7.0 Packing, Packing List & Marking

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### 7.01 Packing:

Seller shall pack or shall cause to be packed all Commodities in such a manner as shall be reasonably suitable for shipment by road or rail to Orissa Distribution Companies without any risk of damage in transit. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. The packing cases may be marked to indicate the fragile nature of contents.

### 7.02 Packing List: One copy of the packing list shall be enclosed in each package delivered. There shall also be enclosed in one package a master packing list identifying each individual package, which is part of the shipment. On any packaging where it is not feasible to place the packing list inside the container, all pertinent information shall be stenciled on the outside and will thus constitute a packing list.

### 7.03 Marking: Seller shall mark each container, box or package for easy identification of his materials as follows:

Commodity Name:  
Name of the Supplier:  
Net Weight:  
Size:  
Sign showing upper/lower side of the crate  
Meter Seal Serial Nos starting and end

### 8.0 Price Basis

#### 8.01 Bidders shall quote individual price breakup for the quoted items.

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

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

### 9.0 Terms of Payment

The Payment shall be made as under:

- a) 100% Payment with taxes & duties on Prorata basis within 30 days of receipt of goods in our specified stores in good condition subject to detailed verification thereof and approval of guarantee & test certificate.
- b) For claiming payment a Bank Guarantee of 10% value of the value of the contract/Purchase Order (asper clause 12.0) is to be provided which shall remain valid for a period beyond 90 days from the warranty period as per clause no. 11.0.
- c) All Payments shall be made after certification from Purchaser's Engineer Incharge. All Payments are subject to receipt of correct Documents.

### 10.0 Price Validity

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

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### 11.0 Warranty / Guarantee

11.01 The meter seals shall be guaranteed for the period of one year from the date of commissioning or one and half years from the date of receipt at stores whichever is earlier. The meters seals found defective within the above guarantee period should be replaced/repared by the supplier free of cost within one month of receipt of intimation. If the defective meters seals are not replaced/repared within specified period above, the Purchaser shall recoveran equivalent amount plus 15% supervision charges from any of the bills of the supplier

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

### 12.0 Composite Performance Bank Guarantee

12.01 Within Fifteen (15) days from the date of the Award notice, Seller shall submit a composite Performance Bank Guarantee (PBG) in favour of Purchaser equivalent to Ten percent (10%) of the total price of the Contract (the "Performance Bank Guarantees").The PBG shall be valid for a period of 90 days beyond the warranty period as per clause no. 11.01.

12.02 The Performance Bank Guarantee established under Clause 12.01 shall be forfeited without recourse to the seller and payable against the presentation by Purchaser to the bank with a claim that the seller has failed to comply with any term or condition set forth in the Contract.

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

12.04 The Performance Bank Guarantees will be released without interest within thirty (30) days from the last date up to which the Performance Bank Guarantee has to be kept valid (as defined in Clause 12.01).

### 13.0 Technical information / data.

The company and the contractor, to the extent of their respective rights permitting to do so, shall exchange such technical information and data as is reasonably required by each party to perform its obligations and responsibilities. The company and the contractor agree to keep each other in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent its disclosure to third parties of all technical and confidential information. The technical information, drawings, records and other document shall not be copied, transferred, traced or divulged and / or disclosed to third party in full / part not misused in any other form. This technical information, drawing etc. shall be returned to the company with all approved copies and duplicates. In the event of any breach of this contract, the contractor shall indemnify the company against any loss, cost of damages or claim by any party in respect of such breach.

### 14.0 Effective Date of Commencement of Contract:

The date of the issue of the Letter of Intent shall be treated as the effective date of the commencement of contract.

### 15.0 Taxes & Duties :

All taxes, duties, levies of whatsoever nature, entry tax, octroi, turnover tax, service tax, income tax, work contract tax etc., levied by State or Central Governments or local bodies shall be to the contractor's account

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including any taxes, duties and levies which may be levied fresh by the Governments during currency of the Contract. The contractor shall furnish their Excise/Sales Tax registration number, PAN No. etc. in the bid documents as well as Invoice/Challans etc.

### 16.0 Time – The Essence of Contract

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

### 17.0 Liquidated Damages (LD)

17.01 If supply of items / equipments is delayed beyond the supply schedule as stipulated in purchase order/LOI, then the Contractor shall be liable to pay to the Purchaser as LD for such delay, a sum of 0.5 % of the contract price for every week delay or part thereof. The LD shall be computed on the undelivered value of goods as per the delivery schedule.

17.02 The total amount of LD for delay under the contract will be subject to a maximum of Five percent (5 %) of the contract price

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

### 18.0 The Laws and Jurisdiction of Contract:

18.01 The laws applicable to this Contract shall be the Laws in force in India.

18.02 All disputes arising in connection with the present Contract shall be settled amicably by mutual consultation failing which shall be finally settled as per the rules of Arbitration and Conciliation Act, 1996 at the discretion of Purchaser. The jurisdiction of arbitration shall be at Bhubaneswar, Orissa, India.

### 19.0 Events of Default

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

- (a) Seller fails or refuses to pay any amounts due under the Contract;
- (b) Seller fails or refuses to deliver Commodities conforming to this Bid document / specifications, or fails to deliver Commodities within the period specified in P.O. or any extension thereof
- (c) Seller becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Seller's creditors file any petition relating to bankruptcy of Seller;
- (d) Seller otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Seller of notice of such failure from Purchaser.

### 20.0 Consequences of Default.

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- (a) If an Event of Default shall occur and be continuing, Purchaser may forthwith terminate the Contract by written notice.
- (b) In the event of an Event of Default, Purchaser may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions:
  - (i) present for payment, to the relevant bank the Performance Bank Guarantee;
  - (ii) purchase the same or similar Commodities from any third party; and/or
  - (iii) recover any losses and/or additional expenses Purchaser may incur as a result of Seller's default.

### 21.0 Force Majeure

- 21.01 The term "Force Majeure" as employed herein include, but are not limited to, acts of God or force of nature, landslide, earthquake, flood, fire, lightning, explosion, major storm (hurricane, typhoon, cyclone etc.) or major storm warning, tidal wave, shipwreck and perils of navigation, act of war (declared or undeclared) or public enemy, strike (excluding employee strikes, lockouts or other industrial disputes or action solely among employee of Contractor or its subcontractors) act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the parties or either of them.

Force Majeure shall not include occurrences as follows:

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

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

- 21.02 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which cause lasts.
- 21.03 Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than seven (7) days give written notice of such event to the other party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force Majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the Work for a continuous period of more than, the parties shall meet and determine the measures to be taken.
- 21.04 Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits it, and to the extent, such delay or failure is caused by Force Majeure.

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### 22.0 Transfer and Sub-Letting

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

### 23.0 Third party insurance

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

### 24.0 Recoveries

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

### 25.0 Waiver

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

### 26.0 Indemnification

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

26.02 Subject to this Clause 22.0 Purchaser shall, at its sole cost and expense, defend, indemnify and hold harmless Contractor and his assignees /or the employees of the Contractor whatsoever arising out of the negligence or willful act or omission or from the default of the Purchaser in the performance of the Contractor.

**SECTION – IV**

Technical Specifications(TS)  
Polycarbonate Seals for Energy Meters  
2010-2011

Tender Notification : CSO/36/Energy Meter Seals

Dated : 14.05.2010

## Registered Office of NESCO, WESCO & SOUTHCO

### 1. Scope of Supply

This specification covers design, manufacture, testing, supply and delivery of polycarbonate (here after referred as "seals"). It is not the intent to specify completely herein all the details of the design and construction of material. However the product shall conform in all respects to high standards of engineering, design and workmanship and shall be performing in continuous commercial operation in manner acceptable to the purchaser. The offered material shall be complete in all aspects so as to be used for its intended purpose.

2. Seals should be Anchor type tamper evident and should be made of Polycarbonate with ultra violet additive and should not be affected by boiling water and acid.
3. The seals should withstand temperature upto 147° C.
4. Seal should be available in Transparent Clear/Red/Yellow/Blue/Green/Grey/Orange colour and should be transparent.
5. Every seal should have preferably 6" long two strand spiraled (0.40/0.25 mm) non-magnetic and non-corrosive stainless steel sealing wire permanently integrated to the bottom of main seal body (female part).
6. Seal should be provided with high rise moulded embossed word logo of the company on front side main capsule body (female part). Over printed identification codes will not be considered.
7. The seal should have unique sequential 7 digit serial numbers on front side of the main (female part). The serial numbers should be thermo engraved in highly visible contrast colour, which cannot be manipulated

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for malpractice by the counterfeiters. The serial numbering to be provided above the word logo so that code and serial number can be easily read, record and verified.

8. Seal should have tamper proof, internal "anchor" locking mechanism that permanently secures the wire upon closing. The mechanism should be designed in such a way that its original position cannot be restored after any attempt of tamper or breaking of seals.
9. Sealing mechanism shall be designed in such a way that it can be sealed without using any pliers or tools.
10. Seals should be one piece construction comprising of two parts. First Main Body (Female Part) and Second Anchor (Male Part). Both the part should be connected with a polycarbonate connecting string. Both the part should be designed in such a way that once the seal is closed the two parts can't be separated. The connecting string should break if attempt is made to open/tamper the seal.
11. Seal must be patented. Copy of Valid Patent Certificate shall be submitted along with offer. Seals offered with Patent Pending or Design Certificate or Copyright Artwork etc. will not be considered.
12. The seal should be tested for the following Tests from National Test House.
  - Heat Resistance Test at 147° C
  - Breaking Strength of sealing wire.
  - Boiling water test.
  - Salt fog test
  - Chemical test
13. ROHS COMPLIANT CERTIFICATE: Meter security seals must be lead free and should be ROHS compliant and must provide ROHS compliant test certificate along with offer.
14. Packaging: Seals shall be supplied in a packet of 100 seals and 10 such packets should be packed in a carton. Each carton shall be labeled with following information.
  - Client Name
  - Purchase Order number & date.
  - Serial number range in the form of barcode.
15. Sample: Submission of sample is compulsory. Ten numbers samples of the offered seal should be submitted along with the offer, otherwise offer will not be considered.
16. The security seal shall be designed for a single use only and if tampered with the help of knife or any other sharp instruments, the seal shall be damaged and due to its transparent property, the sign of internal tampering shall be easily detected. Once opened, it cannot be reused. The seal should be one piece

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construction and should be easily locked with the help of finger and thumb pressure and no tools shall be required to close the seal.

The seal should have also the following features.

1. Tamper Resistance and reliability.
  2. Environmentally safe. It should not contain any lead.
  3. Withstand long-term exposure to direct sunlight.
  4. Tools not required for installation.
  5. Full Transparent Body.
  6. Heat Resistance upto 147° C.
  7. Boiling water Resistance.
  8. Chemical Resistance.
17. Variants: As the seals are to be used by different departments, the seals shall be of different colors as per Discoms requirement. The vendor shall specify the maximum number of colors of seals, which can be supplied. The vendor should ensure that the color of the seal should not become fade over a period of time.
18. Confidentiality Agreement: The supplier shall have to enter in confidentiality agreement for not sharing or parting the design or tamper resistance features to none other than designated officers authorized by the company.
19. Delivery Schedule: The supplier will supply the materials in lots as per Discoms requirement. The maximum lead-time shall be 30 Days.
20. Quality Assurance:
- I. All the material and technology used in the manufacture of the seal shall be of highest quality and reputed make to ensure higher reliability and longer life.
  - II. The materials shall be in accordance with the specification, and shall be free from any defect due to faulty design, materials and/or workmanship.
  - III. The manufacturer shall have a well-organized Quality Assurance Program (QAP) based on ISO 9000 Series to assure that items and services comply with this specification.
  - IV. All design, manufacturing, processing, testing and inspection operations affecting the material shall be governed by Quality Assurance procedures in accordance with the directives of the ISO 9001 standards. The vendor shall furnish the QAPs together with the bid and shall meet the requirements stated.
21. Pre-dispatch inspection at Manufacturer's works:  
The inspection shall be carried out at the place of manufacturer unless otherwise specially agreed upon by the supplier and purchaser at the time of dispatches.  
The acceptance of any material prior to shipment shall in no way relieve the supplier of any of his responsibilities for meeting all the requirements of the specification and shall not prevent subsequent rejection if such materials are found to be defective.
22. Deviations:  
The Bidders are not allowed to deviate from the principal requirements of the Specifications. However, the Bidder is required to submit with his bid a detailed list of all deviations without any ambiguity.

**SECTION – V**

Technical Specifications(TS)  
Security Stick Seals for Energy Meters  
2010-2011

Tender Notification : CSO/36/Energy Meter Seals

Dated : 14.05.2010

# Registered Office of NESCO, WESCO & SOUTHCO

## 1. Application

The seals shall be suitable for electrical installation like energy meters, terminal cover, optical port, cut outs, fuse boxes, busbar chambers, wooden boxes, SMC boxes and other enclosures made from engineering plastics.

It is to be noted that the equipments are installed open-to-sky and hence the same and the seals thereon are subjected to direct sunlight, rain and various pollutant substances.

## 2. Scope of Supply

This specification covers design, manufacture, testing, supply and delivery of stick security seals (here after referred as "seals").

It is not the intent to specify completely herein all details of the design and construction of material. However the product shall conform in all respects to high standards of engineering, design and workmanship and shall be performing in continuous commercial operation in manner acceptable to the purchaser. The offered material shall be complete in all aspects so as to be used for its intended purpose.

## 3. Service Conditions:

The seals to be supplied against this specification shall be required to operate satisfactorily under the following tropical conditions.

5.1.1	Maximum Ambient Air Temperature:	50° Centigrade
5.1.2	Minimum Ambient Air Temperature:	0° Centigrade
5.1.3	Average Daily Ambient Air Temperature:	40° Centigrade
5.1.4	Maximum Temperature of the surface on which the seal will be applied :	85° Centigrade
5.1.5	Average Rainfall:	900 mm
5.1.6	No. of rainy days in a year:	40 Days

The overall climatic condition is very hot, tropical, dusty and humid, conducive to rust and fungus growth.

## 4. Design of the seal

CSO is open for any design or material used to manufacture the seal. However, it shall meet all the essential technical and functional requirements delineated in this specification.

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The vendor is also expected to provide the list and functional value of the features that can be additionally provided in the seal.

### 5. Raw material

The supplier should provide the details and evidence of source and grades of all the paper / film / hologram used for manufacturing the seals.

The material shall be durable and weather resistance with life expectancy of more than 7years. It shall not be affected by direct or indirect heat, water, cooling, temperature, solvents and any other chemicals.

### 6. Construction

The seal shall be made of multi layered with combination of films. The vendor shall submit the details of functionality of each of the films used for manufacturing of the seals.

The adhesive shall have sufficient strength to avoid peeling off without tampering under extreme environmental conditions. The adhesive shall not deteriorate over a period of time.

The seals shall be strong enough that it shall not tear, crack or distort while applying on surface.

The seal shall be UV resistance and water proof and will not be affected by the rapid changes in the humidity.

The supplier shall provide the test reports for suitability of the seals for outdoor application.

### 7. Content of the seal

The seal shall have following which can be read directly without using any special tools.

7 Digit Alpha-numeric serial number (Serial number shall be given by the purchaser along with the order). It should have letter height of minimum 24 points. The orientation of the serial number shall be at 270°.

Bar code (Code 2 of 5) of the serial number. The size of the bar code shall be at least 20mm × 6mm. The orientation of the barcode shall be at 270°

Name and monogram of the purchase. The size of the logo shall be 20mm × 6.16mm.

Signature of the Authorized person of CSO. The size of the signature block shall be 15mm × 5mm.

Warning Text "DO NOT TAMPER" in dual languages.

The marking shall be indelible, distinct and readable from a distance of 18 Inch.

The layout the seal shall be approved by the purchaser.

The bidder shall provide details of the technology employed for printing of the above on the seal. CSO prefers a printing which last for minimum 7 years without getting faded.

The bidder shall furnish detailed layout / drawings of the seal along with the offer.

### 8. Features of the seal

The seal shall have following covert features:-

Once the seal is applied, it shall not be peel off in any circumstances. However, any efforts made to compromise the heat, water, solvents etc. must leave definite and clearly visible tamper evidence like cracks, discoloration etc.

The seal shall have covert serial number in semi-circle shape which can be seen under UV light.

Security codes linked with the unique serial number of the seal. The security code shall also be available as hidden mark. The same shall be either visible under UV light or can be detected using security readers.

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In case if the seal is removed from the metal / glass / poly carbonate / engineering plastic / SMC surface , the seal shall leave some impression(as specified by CSO). The same shall be visible through the naked eyes and under UV lights.

The seal shall have two "‡" shaped security cuts on either sides.

The seal shall deform and will not peel off if heat is applied by any means.

The seal shall have multiple conductive paths to check for any tampering to cut open the seal.

The seal shall get damaged on attempt to remove or to re-fix.

The base film of the seal shall either dissolve in alcohol or any other polar or non-polar solvents if applied for removal or not possible to remove. The vendor shall submit the test plates where testing of base material with various solvents / alcohol has been done.

Seals shall be so designed that it is not be duplicate in any case. A detailed documentation on various security features that can be incorporated in the seals shall be furnished along with the offer.

### 9. Desirable Features

It is desirable to have following features in the seal.

The covert mark / symbol which can be verified using high frequency light.

Multilevel covert features like micro text, nano text, and kinetic effects.

Light activated signature for instant verification of the seal in the field.

### 10. Variants

As the seals are to be used by different departments, the seals shall be of different colors as per CSO requirement. The difference may be in color of background films or text etc.The vendor shall specify the maximum number of colors of seals, which can be supplied. The vendor should ensure that the color of the seal should not become fade over a period of time.

### 11. Size of seal:

The supplier is free to supply the seal as per their own design. The supplier will furnish the following details of dimensions of the seal:

Width

Height

Thickness of individual layer if the seal is multilayered.

However, the desirable sizes of the seal shall be 2.5" × 1.0" and 3.0" × 1.0".

### 12. Special requirements:

The serial number of the seals will be provided by CSO.

The vendor shall submit a document of the covert features, authenticating the originality of the seal, to the designated officers authorized by the company and shall remain in the custody of the CSO.

In case if the seal is damaged during manufacturing process, the same shall be kept aside for verification during inspection a lot. After the successful inspection, the same shall be destroyed in presence of CSO representative.

Supplier shall indicate the minimum quantity for altering the covert features.

## Registered Office of NESCO, WESCO & SOUTHCO

### 13. Special Tooling and processes:

The supplier shall provide detailed process as to how the seal shall be applied on various types of surfaces and how the same can be removed. The supplier is expected to describe the process in details including setting time, solvents to be used, pre and post application validation and special care to be taken.

If application of seals and its post validation requires any tools / equipment, the supplier shall furnish the techno-commercial details of the same.

### 14. Drawing and Samples:

The vendor shall submit detailed drawing of seal and 20 pieces of samples along with the offer.

### 15. Packaging and forwarding:

The supplier shall have to supply seals as per the following:

The seals shall be supplied in the form of books containing 100 Nos of seals.

A book of 5 Nos pages each containing 20 Nos seals arranged in chronological order shall be supplied. The title of the book shall contain the serial numbers of the seals, order details and seal design etc.

The size of the book shall not be more than A5.

### 16. Confidentiality Agreement:

The supplier shall have to enter in confidentiality agreement for not sharing or parting the design or tamper resistance features to none other than designated officers authorized by the company.

### 17. Delivery Schedule:

The supplier shall supply the materials in lots as per CSO's requirement. The maximum lead-time shall be 15 Days.

### 18. Quality Assurance

All the material and technology used in the manufacture of the seal shall be of highest quality and reputed make to ensure higher reliability and longer life.

The materials shall be in accordance with the specification, and shall be free from any defect due to faulty design, materials and/or workmanship.

The manufacturer shall have a well-organized Quality Assurance Program (QAP) based on ISO 9000 Series to assure that items and services comply with this specification.

All design, manufacturing, testing and inspection operations affecting the material shall be governed by Quality Assurance procedures in accordance with the directives of the ISO 9001 standards. The vendor shall furnish the QAPs together with the bid and shall meet the requirements stated.

### 19. Pre-dispatch inspection at Manufacturer's works:

The inspection shall be carried out at the place of manufacturer unless otherwise specially agreed upon by the supplier and purchaser at the time of dispatches.

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The acceptance of any material prior to shipment shall in no way relieve the supplier of any of his responsibilities for meeting all the requirements of the specification and shall not prevent subsequent rejection if such materials are found to be defective.

### 20. Experience

The bidder should have minimum 5 years manufacturing and operational experience for the similar type of seals

### 21. Deviations:

The Bidders are not allowed to deviate from the principal requirements of the Specifications. However, the Bidder is required to submit his bid as a detailed list of all deviations without any ambiguity.

BID FORM

Annexure - I

## Registered Office of NESCO, WESCO & SOUTHCO

### SUPPLY OF METERS SEALS TO NESCO, WESCO & SOUTHCO

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

Sir,

1. We understand that NESCO is desirous of procuring 'Meter Seals' in its licensed distribution network area in the state of Orissa.
2. Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Drawings, Conditions of Contract and specifications for the sum of..... (figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
3. If our Bid is accepted, we undertake to deliver the entire goods within 180 days (6 months) from the date of award of purchase order/letter of intent.
4. If our Bid is accepted, we will furnish a composite performance bank guarantee for an amount of 10% (Ten) percent of the total contract value for due performance of the Contract in accordance with the General Conditions of Contract.
5. We agree to abide by this Bid for a period of 120 days from the date fixed for bid opening under clause 9.0 of GCC, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We declare that we have studied the provision of Indian Income Tax Law and other Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.
7. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest, or any bid you may receive.
9. There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract, Clause 19 of GCC.

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

Signature..... In the capacity of .....

.....duly authorized to sign for and on behalf of

(IN BLOCK CAPITALS) .....

Annexure - II

### FORMAT FOR BID SECURITY BANK GUARANTEE

## Registered Office of NESCO, WESCO & SOUTHCO

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

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

KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch name and address], having our registered office at [address of the registered office of the bank] (hereinafter called "the Bank"), are bound unto North Eastern Electricity Company of Orissa Ltd., with its Registered Office at Plot N 1/22, Nayapalli, Bhubaneswar – 751 012, (hereinafter called "the Purchaser") in the sum of Rs .....for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
    - (a) fails or refuses to execute the Contract Form, if required; or
    - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders/
- GENERAL CONDITIONS.;

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

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(signature of the bank)

Signature of the witness

Annexure - III

PROFORMA FOR BANK GUARANTEE FOR COMPOSITE PERFORMANCE

## Registered Office of NESCO, WESCO & SOUTHCO

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

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

To

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

Dear Sirs,

In consideration of the (WESCO/NESCO/SOUTHCO) here in after termed as "Purchaser" having awarded to M/s. .... with its Registered Office/Head Office at..... (Hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Letter of Award No. ....dated.....and the same having been acknowledged by the Contractor, valued for..Rs.....and the Contractor having agreed to provide a Composite Performance Guarantee for the faithful performance of the entire Contract including guarantee & warrantee obligation equivalent to 10% (Ten Percent) of the said value of the Contract to the Purchaser.

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

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not to be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

**Registered Office of NESCO, WESCO & SOUTHCO**

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

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to .....and it shall remain in force upto and including ..... and shall be extended for such period, as may be desired by M/s..... on whose behalf this Guarantee has been given.

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

WITNESS

(Signature).....

(Name).....

(Official Address)  
(Designation with Bank Stamp)

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

NOTE:

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

**Registered Office of NESCO, WESCO & SOUTHCO**

ANNEXURE-IV

TENDER SPECIFICATION NO. CSO/36/Energy Meter Seals  
SCHEDULE OF QUANTITY AND PRICES

Sl. No.	Description of Materials detailed in Section – III & Section-IV	Qty. As per RFQ in No's	Purchaser's Delivery Schedule	Qty. Offered by the Tenderer	Whether Firm or Variable	Free at Destination Stores		Excise Duty	Cess on E.D	Sales Tax/ VAT	Other Taxes if any	Entry Tax	Total value per unit	Discount if Any	Remarks
						Ex-Works prices per unit including packing	Forwarding freight and insurance								
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1.	Polycarbonate Meter Seals for sealing of Single/Polyphase Meters		Shall commence with atleast 25% quantity within One month from the date of receipt of Purchase Order and complete within 4 months from the date of receipt LOA/ Confirmed PO												

**Registered Office of NESCO, WESCO & SOUTHCO**

2	Stick Security Seals for Energy Meters		Shall commence with atleast 25% quantity within One month from the date of receipt of Purchase Order and complete within 4 months from the date of receipt LOA/ Confirmed PO														

- Note:
1. The Prices shall be Firm.
  2. Columns 5 to 16 are to be filled in by the tenderer.
  3. The tenders received without breakup of Ex-works, F&I, E.D, Education Cess and CST/VAT are liable for rejection.
  4. Indicate exact percentage of taxes in figures and words

SIGNATURE OF THE TENDERER

**Registered Office of NESCO, WESCO & SOUTHCO**