



# WESCO UTILITY

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## TENDER SPECIFICATION FOR PROCUREMENT OF 33KV & 11KV METERING CUBICLE

*TENDER NOTICE No.: WESCO /Dep./Metering Cubicle /02, Date: 18.07.2016*

- |                              |  |
|------------------------------|--|
| 1) DATE OF OPENING OF TENDER | : 09.08.2016   |
| 2) TIME                      | : 3:30 PM  |
| 3) PLACE                     | : West Block, Headquarter Office,<br>WESCO Utility, Burla-768017 |

**WESCO Utility**

**Headquarter: At./P.O.- Burla, Dist.- Sambalpur-768017**

**Ph. No.: 0663-2432804, Fax: 0663-2432804**

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**TENDER NOTICE NO: WESCO /Dep./Metering Cubicle/02, Date: 18.07.2016**

**Material Name: 33KV & 11KV METERING CUBICLE**

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**WESCO Utility**

**Headquarter: At./P.O.- Burla, Dist.- Sambalpur- 768017**

**Ph. No.: 0663-2432804, Fax: 0663-2432804**

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**TENDER NOTICE NO: WESCO /Dep./Metering Cubicle/02, Date: 18.07.2016**

For and on behalf of the WESCO Utility the undersigned invites sealed tenders in duplicate on two part bidding system from the eligible bidders, who comply to the terms and conditions for the supply of following materials super scribing the Tender Specification No., Name of the material & date of opening (as mentioned in the specifications).

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 Public Sector Bank in favour of the The Administrator, WESCO Utility, Burla payable at Burla/Sambalpur. The cost of tender paper is non-refundable.

**SCHEDULE OF MATERIALS TENDERED:**

Sl. No.	NAME OF MATERIALS	QTY. (In Nos.)	COST OF TENDER PAPER (Rs.)	EMD (in Rs.)										
1.	<b>33 KV Pilfer Resistant Metering Cubicle</b> suitable for 3 phase 4 wire Indoor installation comprising of 3 number of Single Phase epoxy resin cast CT's & 3 number of Single Phase epoxy resin cast PT's having specification : <table style="width:100%; border:none;"> <tr> <td style="text-align:center"><u>CT's</u></td> <td style="text-align:center"><u>PT's</u></td> </tr> <tr> <td>Accuracy Class : 0.2</td> <td></td> </tr> <tr> <td>Ratio : <b>10/5A</b></td> <td>33 KV/110 volts</td> </tr> <tr> <td>Burden : 15 VA</td> <td>50 VA</td> </tr> <tr> <td>Phase : 1-ph.</td> <td>1-ph.</td> </tr> </table> C.T' s in conformity with IS: 2705 (Part-I & II)/1992, Second Revision & P.T's in conformity with IS: 3156 (Part – I & II)/1992, Second Revision. M.S sheet used in Cubicle will be of 2 mm. thickness.	<u>CT's</u>	<u>PT's</u>	Accuracy Class : 0.2		Ratio : <b>10/5A</b>	33 KV/110 volts	Burden : 15 VA	50 VA	Phase : 1-ph.	1-ph.	05	5,000 + (5% VAT) 250 = <b>5,250.00</b>	<b>57,776.00</b>
<u>CT's</u>	<u>PT's</u>													
Accuracy Class : 0.2														
Ratio : <b>10/5A</b>	33 KV/110 volts													
Burden : 15 VA	50 VA													
Phase : 1-ph.	1-ph.													
2.	– Same but – CT Ratio: <b>20/5A</b>	05												
3.	– Same but– CT Ratio: <b>30/5A</b>	05												
4.	– Same but– CT Ratio: <b>50/5A</b>	05												
5.	<b>11 KV Pilfer Resistant Metering Cubicle</b> suitable for 3 phase 4 wire Indoor installation comprising of 3 number of Single Phase epoxy resin cast CT's & 1 no. of Three Phase epoxy resin cast PT having specification : <table style="width:100%; border:none;"> <tr> <td style="text-align:center"><u>CT's</u></td> <td style="text-align:center"><u>PT's</u></td> </tr> <tr> <td>Accuracy Class : 0.5</td> <td></td> </tr> <tr> <td>Ratio : <b>10/5A</b></td> <td>11 KV/ 110 volts</td> </tr> <tr> <td>Burden : 5/10 VA</td> <td>15 VA</td> </tr> <tr> <td>Phase : 1-ph.</td> <td>3-ph.</td> </tr> </table> C.T's in conformity with IS: 2705 (Part-I & II)/1992, Second Revision & P.T's in conformity with IS: 3156 (Part – I & II)/1992, Second Revision. M.S sheet used in Cubicle will be of 2 mm. thickness.	<u>CT's</u>	<u>PT's</u>	Accuracy Class : 0.5		Ratio : <b>10/5A</b>	11 KV/ 110 volts	Burden : 5/10 VA	15 VA	Phase : 1-ph.	3-ph.	30		
<u>CT's</u>	<u>PT's</u>													
Accuracy Class : 0.5														
Ratio : <b>10/5A</b>	11 KV/ 110 volts													
Burden : 5/10 VA	15 VA													
Phase : 1-ph.	3-ph.													
6.	– Same but – CT Ratio: <b>20/5A</b>	10												
7.	– Same but– CT Ratio: <b>30/5A</b>	10												
8.	– Same but– CT Ratio: <b>50/5A</b>	05												

**TIME SCHEDULES:**

1.	Last Date & Time for selling of tender papers	On dt.08.08.2016up to 5.00PM
2.	Last Date & Time for submission of Bid Document	Up to 09.08.2016 up to 2.00 PM
3.	Date & Time for opening of Technical Bid	On dt.09.08.2016 at 3.30PM

The intending bidders can also download the tender document from our website [www.wescoodisha.com](http://www.wescoodisha.com). However the bidder has to furnish a Account Payee Bank Draft drawn on any Public sector Bank in favour of The Administrator, WESCO Utility, Burla payable at Burla/Sambalpur 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 WESCO Utility the bids will be sold / received / opened up at the appointed time on the next working day. WESCO 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.wescoodisha.com](http://www.wescoodisha.com).

(sd/-)  
General Manager (Purchase)  
WESCO Utility, Burla

# **SECTION – I**

## **INVITATION FOR BIDS (IFB)**

**WESCO Utility  
Headquarter Office:**

**Burla – 768017**

**Ph. No. 0663-2432804, Fax: 0663-2432804**

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**INVITATION FOR BIDS (IFB)  
FOR SUPPLY OF 33KV & 11KV METERING CUBICLE  
(COMPETITIVE BIDDING)**

**TENDER NOTICE NO: WESCO / Dep./Metering Cubicle/02, Date: 18.07.2016**

**SECTION – I**

**1.0** For and on behalf of the WESCO, the undersigned invites bids under two part bidding system in sealed cover in duplicate duly super scribed with tender Notice no **WESCO/Dep./Metering Cubicle/02, Date: 18.07.2016** and date of opening **09.08.2016** from the reputed manufacturers only for **design, manufacture, supply, type testing, inspection, loading at factory, transportation to & unloading at site / stores including guaranteed obligation for supply of 33KV & 11KV Metering Cubicle for Deposit works.**

**2.0 Submission of the Bids:**

**2.1** The Bidders are required to submit a detailed and comprehensive bid, consisting of Technical and Commercial Proposal and conditions / schedule of non-compliance, if any. The submission of the Bids shall be in the manner specified in the instruction to Bidders. The due date of submission shall be **09.08.2016 up-to 2.00 PM.**

**3.0** WESCO will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and delivery of bids.

**3.1** WESCO reserves the right to cancel, postpone, withdraw the invitation for Bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision if the situation so warrants.

**4.0 E.M.D & TIME SCHEDULES:**

Description	Date
Last date for sale of tender papers	<b>08.08.2016 up to 5.00PM</b>
Last Date for Submission of Tenders	<b>09.08.2016 up to 2.00PM</b>
Opening of Technical Bid	<b>09.08.2016 at 3.30PM</b>
Completion of the delivery	<b>Within 90 days</b> from the date of issue of Purchase Order as per delivery schedule
Cost of Tender Paper (Non Refundable)	<b>Rs. 5,250.00</b> (Rupees Five Thousand Two Hundred Fifty Only) in shape of Cash/ Account Payee demand draft issued in favour of the Administrator, WESCO Utility, Burla payable at <b>Burla/Sambalpur</b> only. <b>NB: Cost of Tender shall be fully exempt for the local SSI Units located in the State of Odisha having valid registration in D.I.C/NSIC on the date of submission of the tender. It is also applicable for Consortium of SSI.</b>
Amount of E.M.D. Payable	In shape of account payee demand draft / Bank Guarantee in favour of the “Administrator, WESCO Utility, Burla”. For details, please refer clause no. 9.2 of ITB. <b>NOTE: Local SSI Units located in the state of Odisha having valid registration in D.I.C/NSIC on the date of submission the tender shall be allowed to deposit 25% of the EMD amount as prescribed above. It is also applicable for Consortium of SSI Units.</b>

## 5.0 SCHEDULE OF REQUIREMENTS & DELIVERY:

The full tender quantity materials should be delivered to our Store, **within 90days** from the date of issue of the Purchase Order.

*Note: WESCO may re-schedule the due date of delivery as per the requirement.*

## 6.0 QUALIFICATION OF BIDDERS:

### 6.1 Criteria for qualification:

#### 6.1.1 Technical:

- a) The bidder should be a manufacturer of **33KV & 11KV Metering Cubicle** for which he submits his offer.
- b) The bidder has to quote at least 50% of the tendered total quantity of the material covered under this notification. The bidder should have supplied **Metering Cubicle** minimum 50% of the quoted/offered quantity of same/ higher current rating, but under the same voltage capacity during any one of the financial year out of the immediate past three financial years. Bidders shall submit self attested copies of P.O.'s (all pages) executed successfully for the relevant years and abstract thereof in the enclosed format Annexure-XI to prove the quantity as supplied.
- c) The bid shall be accompanied by user's certificate from any Distribution Utility/ Reputed Private Organization/ State Govt./ Central Govt. or their undertaking(s) in support of satisfactory performance of their above materials supplied earlier to them.
- d) The bidder has to submit the type test report of 11KV and 33KV Metering Cubical from CPRI/NABL accredited laboratory of offered materials or higher rating with the required tendered class of accuracy (i.e for 11kv cubical of same or higher rating and for 33kv cubical of same or higher rating). **Copies of the type test reports conducted within 5 year from the date of opening of the Technical Bid as indicated in this tender & the drawing of the offered materials duly approved by the type testing agency should be enclosed along with the technical bid documents.**
- e) The bidders who have earlier failed to execute the Purchase Order(s) of **WESCO** and or blacklisted by the **WESCO** /any of the distribution Utility shall not be eligible to participate in this tender.
- f) **WESCO** reserves the right to waive minor deviation, if they do not materially affect the capacity of the bidder to perform the contract

#### 6.1.2 Financial:

The minimum average annual turnover of the intending bidder should not be less than following amounts of the quantity offered by the bidder during best three financial years out of immediate **past 5** financial years.

Sl. No.	Description of Materials	Minimum Qualifying requirement for 100% Tender quantity (Rs. in Cr.)
1.	33KV & 11KV Metering Cubicle	<b>1.16 Cr</b>

**NB: Bidders must furnish self attested audited Annual Accounts of past 3 best financial year/ 5 years to establish their Turnover requirement.**

#### 6.1.3 Participation of SSI Units by forming a CONSORTIUM:

Two or more SSI Units having been manufacturer of tender items as per this tender specification may form a Consortium among themselves and apply against this specification, provided they fulfill the following eligible criteria.

- a) They should have legally valid consortium agreement as per the prescribed format for the

purpose of participation in the bidding process. The total no of a consortium shall be limited to four members.

- b) All members of the Consortium should be the eligible manufacturer(s) of the materials / equipments tendered.
- c) Each member should have valid statutory license to use ISI Mark/BEE three star or more level Certification/Type tested report from NABL accredited laboratory conducted within last five years for the tendered materials/equipments as applicable for the tender.
- d) Consortium as a whole shall meet the qualifying norms specified in the tender, they participate.
- e) The lead member of the Consortium should meet at least 50% of the qualifying norms in respect of the supply experience.
- f) Besides the lead member, other member (s) of the Consortium should meet at least 15% of the qualifying norms in respect of the supply experience.
- g) All the Consortium member(s) shall authorize the lead partner by submitting a power of Attorney as per the prescribed format duly signed by the authorized signatories. The lead partner shall be authorized to receive instructions for and on behalf of all partners of the Consortium and entire execution of the contract.
- h) The Consortium and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract.
- i) Any member of the Consortium member(s) shall not be eligible either in an individual capacity or part of any other consortium to participate in the tender, where the said consortium participates.
- j) Separate Purchase Orders will be placed to each members of the Consortium considering their offer quantity and ability to supply.
- k) The prescribed formats for Consortium Agreement (Annexure – VII) and Power of Attorney (Annexure – VIII) are provided in the tender specification as enclosures.

#### 6.1.4 **Documentation:**

- 6.1.4.1 Bidder shall furnish copies of original documents defining the constitution or legal status, place of registration and principal place of business namely of Memorandum and Article of Association.
- 6.1.4.2 Written power of attorney / Board Resolution of the authorized signatory of the bid.
- 6.1.4.3 Bidders shall submit their audited financial reports for best three financial years out of last five years. In case the Bidder is in existence for less than 5 years the audited financial report/s from the date of its incorporation should be furnished.
- 6.1.4.4 Copies of Purchase order successfully executed, Users Performance Certificate, Type Test Report if any.

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

**WESCO Utility**

**Headquarter Office:**

**Burla – 768017**

**Ph. No. 0663-2432804, Fax: 0663-2432804**

**E-mail: [purchase@wescoodisha.com](mailto:purchase@wescoodisha.com)**

**General Manager (Purchase)  
WESCO Utility, Burla**



## **SECTION – II**

### **INSTRUCTION TO BIDDERS (ITB)**

## SECTION – II

### INSTRUCTION TO BIDDERS (ITB)

#### 1.0 SOURCES OF FUNDS:

1.1 WESCO hereinafter referred to as the “**Purchaser**” is desirous of procurement of materials for Deposit work under WESCO Utility.

#### 2.0 SCOPE OF WORK:

2.1 The scope of work in brief shall include design, manufacture, type testing, inspection, supply, loading at factory, transportation to site / stores, unloading at site/stores including guaranteed obligation of complete supply of materials in conformity to the technical specification enclosed herewith in **Section – IV**.

#### 3.0 DISCLAIMER:

3.1 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder 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.

3.2 Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply / provision of Services for the Project.

3.3 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy himself that documents are complete in all respects. Intimation of any discrepancy/ doubt shall be sent to the Purchaser address for speedy response.

3.4 This document and the information contained herein are **Strictly Confidential** and are for use of only the person (s) to whom it is issued/ downloaded from the website. 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:

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

#### 5.0 BIDDING DOCUMENTS:

5.1 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:

- |  |   |               |
|--|---|---------------|
| a) Invitation of Bids (IFB)                        | : | Section - I   |
| b) Instruction to Bidders (ITB)                    | : | Section - II  |
| c) General Terms and Conditions of Contract (GTCC) | : | Section - III |
| d) Technical Specification                         | : | Section - IV  |
| e) List of Annexure                                | : | Section – V   |

5.2 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and specifications. Failure to furnish all information required in 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:**

6.1 At any time prior to the deadline for submission of Bids, the **Purchaser** may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by way of issuing an addendum.

6.2 The Amendment/ Addendum shall be part of the Bidding Documents, pursuant to Clause 6.1, and it will be binding on the bidders.

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

8.1 **The Bid prepared and submitted by the Bidder shall comprise of two parts i.e. Part-I (Techno-Commercial Bid), & Part-II (Price Bid):**

**(A) The Part-I (Techno-Commercial Bid) must contain the following documents:**

(a) Bid Document signed by the bidder in every page, all other Schedules / Formats enclosed in the Bid-Document (i.e. Annexure-I, II, IV, V, VI (A), VI (B), VII, VIII, IX, X & XI) duly filled in & signed by the bidder with seal in a separate envelop super scribed as Techno Commercial Bid. **Bids containing information in formats other than our prescribed formats shall not be acceptable and may make the bid non-responsive. Bidders must enclose un-priced bid stating the quantity quoted with their offer.**

(b) Requisite Earnest Money Deposit (E.M.D) as per clause No. 4 of Section –I, IFB in a separate envelop superscribed as **“EMD” failing which the bid may be treated non- responsive.**

(c) Following Documentary evidence establishing in accordance with Clause-29, ITB, that the Bidder is qualified to perform the Contract if the Bid is accepted:

i) Self attested copies of Purchase Orders executed in last 3 Years.

ii) Self attested copies of Performance Certificates/ Successful contract completion Certificates from the buyers preferably from Electricity Distribution Utilities / Government Organizations.

iii) Self attested copies of Type Test Reports from CPRI/ NABL Accredited Testing Laboratory for the offered equipments as describe in 6.1.1 (d) of Section-I along with the copies of

drawings duly approved by the Type Testing Agency for the tests conducted not before 5 years from the date of opening of Bids.

iv) Copies of Profit & Loss Accounts & Audited Balance sheet indicating Turnover for best 3 financial years out of last 5 financial years.

(d) Power of Attorney / Board resolution indicating that the person(s) signing the Bid have the authority to sign the Bid and as such the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 14.

(e) Requisite **Cost of Tender Document as per clause 4 of Section –I, IFB** in shape of account payee Bank draft from a Public Sector Bank in favour of “The Administrator, WESCO Utility, Burla” Payable at **Burla/Sambalpur** is to be enclosed along with the Bid, if the document is downloaded from our web-site.

Or else, the Original Copy of Money Receipt for the payment made towards the cost of Tender Document is to be enclosed along with Bid, if the document is directly purchased from our Cash Counter at our Head Office.

(B) **Part – II (Price Bid):**

The Price Bid shall contain the price schedules as per the prescribed format enclosed as (Annexure-V) duly filled in & signed by the bidder with seal.

(This shall be submitted in a **double sealed envelope separately duly super scribed as “Price Bid”**).

**9.0 SUBMISSION OF BID:**

**9.1** The Bidder shall complete and submit the Bid Document in duplicate enclosing all documents at clause “8” above in two sealed envelopes for Original & Duplicate separately, superscribing the Tender Notice No.: WESCO /Dep./Metering Cubicle/02, Date: 18.07.2016, Date of Opening: 09.08.2016 & Description of Material.

**9.2 E.M.D:**

9.2.1 The bidder shall submit E.M.D as a part of the bid in the prescribed manner for the amount mentioned in Clause No.4 of Section –I.

9.2.2 The E.M.D is required to protect the Purchaser against the risk of bidder’s conduct, which would warrant the security’s forfeiture.

9.2.3 The E.M.D shall be in the following form:

i) **A/C payee demand draft in favour of The Administrator, WESCO Utility, Burla issued by any Scheduled bank payable at Burla/Sambalpur.**

**OR**

ii) **Bank Guarantee in favour of “The Administrator, WESCO Utility, Burla” issued by a Scheduled bank encashable at local branch at Burla/Sambalpur only, having valid for 240 days from the date of opening of the techno-commercial bids. The BG shall be strictly as per the format enclosed at Section – V, Annexure – X.**

**NB: In case of any deficiency such as the ownership of the security bond (other than the issuing bank), deviation from the approved format, absence of signature of witness etc. found in the EMD Bank Guarantee, the same shall be liable for rejection upfront. The bidder will not be given any chance to rectify the same.**

9.2.4 Unsuccessful bidder's E.M.D shall be refunded back as promptly as possible, but not later than thirty (30) days after the expiry of the period of bid validity. The successful bidder's E.M.D shall be discharged upon furnishing of the performance security.

9.2.5 The E.M.D may be forfeited due to following reasons:

- 1) If the bidder withdraws bid during the period of bid validity specified by the bidder in the bid form.
- 2) In case the successful bidder fails to sign the contract in specified time and / or fails to submit the requisite performance Bank guarantee.
- 3) In case of failure to supply the materials / equipment during the contractual delivery Period.

## **10.0 BID PRICE:**

10.1 Bidders have to quote for the entire quantity of materials/equipment covered under this specification strictly as per the enclosed format in Section –V. 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, testing, inspection, Transportation to site/stores, all in accordance with the requirement of Tender Documents.

**The Bidder shall complete the appropriate Price Schedules enclosed herein at Annexure – V, stating the Unit Price for each item, all other livable taxes & duties, freight & insurance separately and thereby arriving at the total amount.**

10.2 In case there is any increase in the number of units as compared to those mentioned in the IFB, the Contract Price shall be subject to increase proportionately on pro-rata basis.

10.3 The Price offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during implementation of the contract. If the Bidder is exempted from Excise duties, Concession in the Sales tax, levy of entry tax, same should be clearly mentioned supported with documentary evidence.

10.4 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 variable Price or an adjustable price clause shall be treated as non-responsive and rejected out rightly.**

## **11.0 CONTRACT PRICE:**

**11.1** The Ex-Works Prices quoted for the Contract shall remain FIRM as per the above Parameters and Purchaser shall not compensate Bidder for any variations. However any variation in the taxes & duties within the schedule date of delivery shall be borne by the Purchaser, else the same shall be borne by the bidder.

**11.2** In case the Purchaser, revise the scope of works, bidders shall be compensated based on the Unit Rate (Ex-Works) agreed upon before Order placement or as per mutually acceptable rates.

## **12.0 BID CURRENCIES:**

12.1 Prices shall be quoted in Indian Rupees Only.

### **13.0 DOCUMENTS ESTABLISHING CONFORMITY TO THE BIDDING DOCUMENTS:**

13.1 The bidder shall confirm by documentary evidence of the Good's conformity to the Bidding Documents by submitting materials/equipment data sheets.

### **14.0 PERIOD OF VALIDITY OF BIDS:**

14.1 Bids shall remain valid for **180 days** from the date of opening of commercial Bids.

14.2 Notwithstanding Clause 14.1 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 or by Fax/ e-mail.

### **15.0 ALTERNATIVE BIDS:**

15.1 Bidders shall submit Bids, which comply with the Tender Documents. **Alternative bids shall not be considered for evaluation.** However, if the bidder(s) prefer to submit the revised price bid before the due date of opening of the price bid, the revised price bid shall be considered for evaluation.

### **16.0 FORMAT AND SIGNING OF BID:**

16.1 The original Bid Form and accompanying documents (as specified in Clause-9), clearly marked "**Original Bid**", plus one copy of the Techno-Commercial Proposal must be received by the **Purchaser** at the date, time and place specified pursuant to Clauses-17 and 18.

The Price Bid in Original should be submitted in a separate sealed envelope marked as "**Price Bid**". In the event of any discrepancy between the original and the copies, the original shall govern.

16.2 The original and the duplicate copy of the Bid shall be typed or written legibly 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-Authority/ Board Resolution accompanying the Bid.

16.3 The Bid shall contain no interlineations, erasures, 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.

### **17.0 SEALING AND MARKING OF BIDS:**

17.1 Bid submission: One Original, One Copy of all the Bid Documents shall be sealed and submitted to the Purchaser before the last date & time for submission of the bid.

17.2 The Bid proposal should be divided into two parts and should be submitted in two separate sealed envelopes, addressed to Purchaser. All the envelopes should bear the Name and Address of the Bidder and marking is made for the Original and the duplicate copy. The envelopes should be super scribed with the title of its contents, as follows:

- i) **TECHNO-COMMERCIAL BID ENVELOPE:** Shall contain the Bid Security (EMD), Cost of Tender Document, all supporting documents for qualifying requirement of this tender, duly filled in formats Abstract of General Terms & Conditions, Declaration Form, Technical Data Schedule, Technical & Commercial Deviations formats, Un-quoted blank Price Schedule etc. enclosed at Annexure I, II, IV, V, VI (A), VI (B), VII, VIII, IX, X & XI at Section-V of this document.

- ii) **PRICE BID ENVELOPE:** Shall contain the Price schedule duly filled in & signed as per **Annexure – V** at **Section-V** of this document. (This shall be submitted in a double sealed envelope separately.)

**17.3 The inner and outer envelopes shall:**

- a) Be addressed to the **Purchaser** at the following address:

**General Manager (Purchase)**  
**WESCO Utility`**  
**Headquarter Office, Burla – 768017**  
**Ph. No. 0663-2432804, Fax: 0663-2432804**  
**E-mail:- [purchase@wescoodisha.com](mailto:purchase@wescoodisha.com)**

- b) Bear the Project name as: “**Design, Manufacture, Testing, Inspection and Supply of Single Phase Meter** as per **Schedule of Requirement in Section-I**) – Tender Notice No.: **WESCO /Dep./Metering Cubicle /02, Date: 18.07.2016.**

In addition to the information required in sub clause (a) and (b) above, the outer envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “Late” pursuant to Clause 20.

- 17.4 The Bidders have the option of sending the Bids by Post/ Courier services or 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/Courier Agents etc. shall be entertained by the Purchaser.

**18.0 DEADLINE FOR SUBMISSION OF BIDS:**

- 18.1 The original Bid together with required copies, must be received by the **Purchaser** at the address specified in Clause 17.3 not later than **14.00 Hrs.** (IST) on/before the due date as indicated in the invitation for bids.

- 18.2 The **Purchaser** may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, 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.

**19.0 ONE BID PER BIDDER:**

- 19.1 Each Bidder shall submit only one Bid either by himself, or as a partner in a Joint Venture/Consortium. A Bidder who submits or participates in more than one Bid for the same item, either individually or jointly, will cause all those Bids to be rejected out rightly.

**20.0 LATE BIDS:**

- 20.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 18, will be declared “Late” and will be rejected out rightly and will be returned unopened to the Bidder.

**21.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 21.1 The Bidder may modify or withdraw his Bid after the Bid’s submission, provided that written notice of the modification or withdrawal is received by the **Purchaser** prior to the deadline prescribed for submission of Bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 17 & 18. A withdrawal notice may be sent by fax/e-mail but must be followed by an original signed confirmation copy.

21.3 No Bid can be modified subsequent to the deadline for submission of Bids.

21.4 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid form as per clause 14.

**22.0 EVALUATION OF BID:**

**22.1 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.

**23.0 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.

**24.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS:**

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

24.2 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.

24.3 Prior to the detailed evaluation, pursuant to Clause 25, the **Purchaser** will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the materials offered, pursuant to Clause 13. Substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

24.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and will not subsequently allowed to be made responsive by the Bidder by correction of the non – conformity.

**25.0 EVALUATION AND COMPARISON OF BIDS:**

25.1 The evaluation of Bids shall be done basing on the delivered cost competitiveness basis for each item separately.

25.2 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 as detailed in the clause 24. The Technical Proposals and the Commercial terms & conditions of the Bidders would be evaluated and discussed as per clause 26 of this document.

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

25.3 **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) **Delivery Schedule.**
- b) **Deviations from Bidding Documents as mentioned in Non-Compliance Schedule.**
- c) **Past performance and capability to execute the contract.**
- d) **Type test reports from CPRI/ NABL Accredited Laboratories.**

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

**26.0 AWARD OF CONTRACT:**

In normal circumstances the Purchaser will generally 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 perform the Contract satisfactorily. If the lowest evaluated prices (L1) of more than one responsive bidder(s) are same, then in such event the tender quantity shall be awarded in equal proportion.

However, for timely completion of the project, the purchaser may distribute the order among the bidders (maximum three) at L1 rate. In case of distributing between two bidders, the ratio shall be 70% (L1): 30% (L2) or the quantity offered/quoted by the bidders whichever is less. Similarly in case of distributing among 3 bidders, the ratio shall be 50% (L1):30% (L2):20 (L3).

In case L2 & L3 bidders does not agree to match the L1 prices, negotiation can be held with other techno-commercially responsive L4, L5 .....bidders in sequence to match L1 price (Landed cost).

**26.1 CONTACTING THE PURCHASER:**

- 26.1.1 From the time between Bid opening to award of contract, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, he should do so in writing.
- 26.1.2 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 of Award, will result in the rejection of the Bidder’s Bid.

**26.2 THE PURCHASER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS OR TO RELAX ANY TERMS AND CONDITIONS:**

- 26.2.1 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 regarding the grounds for the Purchaser’s action.
- 26.2.2 In the interest of work, the Purchaser reserves the right to relax any terms and conditions without affecting the quality & price of the equipments.

26.3 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 perform the Contract satisfactorily. The Purchaser at its option/ discretion may split the total quantity to be supplied between two or more Techno- Commercially responsive Bidders in case of the bid prices are same and early delivery is required by the purchaser.

**26.4 THE PURCHASER’S RIGHT TO VARY QUANTITIES:**

The Purchaser reserves the right to vary the quantity i.e. increase or decrease the number of materials

without any change in terms and conditions at the time of placing the orders or during the execution of the Contract.

## **26.5 LETTER OF INTENT/ NOTIFICATION OF AWARD:**

26.5.1 The letter of intent / Notification of Award shall be issued to the successful Bidder(s) whose bid(s) 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 to it **within 7 days** of issue of the letter of intent / Notification of Award by Purchaser.

## **27.0 PERFORMANCE SECURITY:**

27.1 Within 10 days of the receipt of Notification of Award / Letter of Intent from the Purchaser, the successful Bidder shall furnish the Performance Security in the form of Bank Guarantee executed on non-judicial stamp paper worth Rs.100/- (Rupees One hundred only) issued by any Scheduled Bank in favour of the Purchaser encashable at **Burla/Sambalpur** only for an amount of 10% (ten percent) of the Contract Price in accordance with the General Conditions of Contract in the Performance Security Form provided in Section –V of Bidding Documents.

The Bank Guarantee shall be valid for a period not less than 90 days over and above the guarantee period.

## **28.0 CORRUPT OR FRAUDULENT PRACTICE:**

28.1 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 amount 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) Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- c) Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an contract if he at any time determines that the firm is engaged in corrupt or fraudulent practice in competing for, or in executing, the Contract.

28.2 Further more, Bidders shall be aware of the provision stated in the General Terms and Conditions of Contract.

## **29.0 LITIGATION HISTORY:**

The Bidder should provide accurate information on any litigation or arbitration resulting on contracts completed or under execution by him over the last three (3) years. A consistent history of awards involving litigation against the Bidder or any Partner of the joint venture/Consortium may result in disqualification of Bid.

## **SECTION – III**

### **GENERAL TERMS AND CONDITIONS OF CONTRACT (GTCC)**

## SECTION – III

### GENERAL TERMS AND CONDITIONS OF CONTRACT (GTCC)

#### 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 the 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:

- 2.1 WESCO shall mean **the “Purchaser”** on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.2 “Bidder” shall mean the firm who quotes against this bid document issued by the Purchaser. “Contractor / Seller” shall mean the successful Bidder(s) whose bid has been accepted by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns.
- 2.3 “Site” shall mean the Electricity Distribution Area of the **Purchaser**.
- 2.4 “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 Section –V, General Conditions of Contract, Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.5 “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 detailed Purchase Order shall be taken as the effective date of the commencement of contract.
- 2.6 “Month” shall mean the calendar month and “Day” shall mean the calendar day.
- 2.7 “Codes and Standards” shall mean all the applicable codes and standards as indicated in the Technical Specification.
- 2.8 “Offer Sheet” shall mean Bidder's firm offer submitted to Purchaser in accordance with the specification.
- 2.9 “Contract” shall mean the “Detailed Purchase Order” issued by the Purchaser.
- 2.10 “Contract Price” shall mean the Price referred to in the “Detailed Purchase Order.
- 2.11 “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.
- 2.12 “Goods/Materials” shall mean all items to be supplied under Purchase Order whether raw materials, processes materials, equipment, fabricated Materials, drawings or other documents etc. as applicable.

- 2.13 “Store” shall mean the Purchaser’s Store as given in the tender document.
- 2.14 “Project / Unit” shall mean supply of Materials as per enclosed technical specification.

### **3.0 CONTRACT DOCUMENTS & PRIORITY:**

- 3.1 Contract Documents: The Specification, terms and conditions of the contract shall consist solely of these Tender conditions and offer sheet.
- 3.2 Priority: Should there be any discrepancy between any terms hereto and any term of the offer sheet, the terms of this tender document shall prevail.

### **4.0 SCOPE OF WORK:**

- 4.1 The “Scope of Work” shall be on the basis of Bidder’s responsibility, completely covering the obligations, responsibility and workmanship, provided in this Bid Enquiry whether implicit or explicit.
- 4.2 The Purchaser reserves the right to vary the quantity, i.e., increase or decrease, at the time of placing order or during project execution.
- 4.3 All relevant drawings, data and instruction manuals and other necessary inputs shall be under the scope of contract.

### **5.0 GENERAL REQUIREMENTS:**

- 5.1 The seller shall supply, deliver best quality Goods/Materials/Equipments & conduct the testing at their works of highest standards.
- 5.2 The seller shall be responsible & shall comply with the provisions of all statutory acts, i.e., Electricity Act 2003, Indian Electricity Rules 1956, Income Tax Act-1961 etc.

### **6.0 INSPECTION & TESTING:**

- (i) The Purchaser’s representative shall be entitled at all reasonable times during manufacture to inspect examine and test on the Contractor’s premises the materials and workman-ship of all equipment to be supplied under this contract and if part of the said equipment is being manufactured elsewhere in any Sub-Contractor’s premises, the Contractor shall obtain for the Purchaser’s representative, permission to inspect, examine and test as if the equipment were being manufactured on the Contractor’s premises. Such inspection, examination and testing shall not release the Contractor from his obligations under the contract.
- (ii) The Contractor shall give to the Purchaser adequate time/ notice (minimum of two weeks time) in writing for inspection of materials indicating the place at which the equipment is ready for testing and inspection and shall also furnish the Routine Test Certificates and Packing List along with offer for inspection to the Purchaser indicating the quantity which can be delivered in full truck load / Mini truck load to facilitate issue of dispatch instruction.
- (iii) Where the contract provides for test on the Premises of the Contractor or of any of his Sub-Contractors, the Contractor shall provide such assistance, labour, materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the Purchaser’s representative to carry out such tests efficiently. The Contractor is required to produce Shop Routine Test Certificates before offering their materials for inspection.
- (iv) After completion of the tests as indicated above, the Purchaser’s representative shall forward the test results to the Purchaser. If the test results confirm to the specific standard, the Purchaser shall approve the test results and communicate the same to the Contractor in writing. The Contractor shall provide atleast three copies of the test certificates to the Purchaser.
- (v) The Purchaser has the right to have the test carried out at his own cost by an independent agency

whenever there is a dispute regarding the quality of supply.

- (vi) The Purchaser at its discretion may re-test the Materials/Equipment at its own laboratory or laboratory of his choice for reconfirmation of the test results.

#### **7.0 TRAINING FACILITIES:**

The Contractor shall provide all possible facilities for training of Purchaser's Technical personnel, when deputed by the Purchaser for acquiring firsthand knowledge in assembly of the equipment and for its proper operation and maintenance in service.

#### **8.0 REJECTION OF MATERIALS:**

In the event, any of the materials / equipment supplied by the Contractor is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the materials / equipment or ask the Contractor in writing to rectify the same.

The Contractor on receipt of such notification shall either rectify or replace the defective materials/equipment free of cost to the Purchaser. If the Contractor fails to do so, the Purchaser may:-

- a) At its option replace or rectify such defective materials/equipment and recover the extra costs so involved from the Contractor plus (15%) fifteen percent and / or.
- b) Terminate the contract for balance work / supplies with enforcement of penalty Clause as per contract for the un-delivered materials and with forfeiture of Performance Guarantee/ Composite Bank Guarantee.
- c) Acquire the defective equipment / materials at reduced price considered equitable under the circumstances.

#### **9.0 EXPERIENCE OF BIDDERS :**

9.1 The bidder(s) should furnish information regarding experience particularly on the following points :

9.1.1 Name of the manufacturer:

9.1.2 Standing of the firm for manufacture of equipment/material quoted:

9.1.3 Description of materials/equipment supplied during the last 3 (three) years with the name (s) of the party (s) to whom supplies were made.

9.1.4 Testing facilities at manufacturer's work with copies of calibrated certificates of the major testing equipment.

9.1.5 If the manufacturer is having collaboration with other firm(s), details regarding the same:

9.1.6 A list of Purchase orders, executed during the last three years along with user's certificate and copies of Purchase orders. Bidder should submit the **Excise invoices/ Store Verification** for the supplied materials as the proof of successful execution of the materials.

9.2 Bids may not be considered if the past manufacturing experience is found to be un-satisfactory as mentioned under clause -6 of the IFB.

#### **10.0 LANGUAGE AND MEASURES:**

All documents pertaining to the contract including Specifications, Schedule, Notice, Correspondence, Operating & Maintenance instructions, Drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

### **11.0 DEVIATION FROM SPECIFICATION :**

It is in the interest of the Bidders to study the Specification, drawing etc. specified in the tender document thoroughly before tendering so that, if any deviations are made by the Bidders, the same are prominently brought out on a separate sheet in the Technical & Commercial Deviation Formats enclosed at Annexure VI (A) & VI (B) in this document. Deviation mentioned in any other format or any other part of the offer document shall not be considered as a deviation & in such case it will be presumed that the bidder has accepted all the conditions, stipulated in the tender Specification, notwithstanding any exemptions mentioned therein.

### **12.0 PRICE BASIS:**

(a) Bidder shall quote “**FIRM**” price.

The breakup of prices shall indicate all types of Taxes, Duties and other Levies of whatsoever nature indicated separately and clearly, Packing & forwarding, transportation to site/store including transit insurances and entry tax etc. Exemption from any duties/taxes, if any, shall be supported with relevant documentary evidence.

(b) The above Prices shall also include loading at factory site & unloading at Purchaser’s site/stores. Price evaluation will be based on total landing cost, taking into account all taxes and duties.

(c) CST / VAT clearance certificate, Copy of PAN card.

### **13.0 TERMS OF PAYMENT:**

100 % value of each consignment will be paid within 30 days of receipt of materials in good conditions at stores/ desired destination and verification there of subject to approval of the Guarantee certificates & Test Certificates and submission & acceptance of Performance Bank Guarantee equivalent to 10 % of Total Contract Price on non-judicial stamp paper worth Rs.100 in the prescribed format from a Scheduled Bank encashable at Burla/Sambalpur only.

Or

Else an equivalent amount of 10 % of the Total Contract Price shall be deducted from the invoice of the first consignment & the same shall be refunded after submission and approval of the required Performance Bank Guarantee or expiry of Guarantee Period whichever is earlier.

### **14.0 PRICE VALIDITY:**

14.1 All bids submitted shall remain valid, firm and subject to unconditional acceptance by Purchaser for **180 days** post bid date. For award of Contract, the prices shall remain valid and firm till contract completion.

### **15.0 GUARANTEE:**

15.1 **The bidder shall guarantee for satisfactory performance of the equipments/materials for a minimum period of 24 months from the date of Commissioning or 30 months from the date of receipt of last consignment whichever is earlier.** In the event of any defect in the equipment/materials arising out of faulty design, inferior quality of raw material used or bad workmanship within the guarantee period, the Seller shall guarantee to replace/ repair to the satisfaction of the Purchaser the defective equipments free of cost. Should however, the manufacturer fails to do so within a reasonable time, the Purchaser reserves the right to recover the amount from the seller either from the bills pending or may recover from the Performance Guarantee submitted by the firm. **Seller shall give a Performance Bank Guarantee in favour of the Purchaser for 10% of the order value valid for 90 days over and above the guarantee obligation.**

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

#### **16.0 RELEASE:**

The seller's Performance Bank Guarantees / Assignable Bank Guarantee 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 16.01).

#### **17.0 TECHNICAL INFORMATION / DATA:**

The Purchaser 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 Purchaser and the Contractor agree to keep each other in confidence and to use the same degree of care as he uses with respect to his 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 nor misused in any other form. This technical information, drawing etc. shall be returned to the Purchaser with all approved copies and duplicates. In the event of any breach of this Contract, the Contractor shall indemnify the Purchaser against any loss, cost of damages of claim by any party in respect of such breach.

#### **18.0 EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT:**

18.1 The date of the issue of the detailed Purchase Order shall be treated as the effective date of the commencement of Contract.

18.2 The bidder shall quote the basic price as well as all taxes & duties as per the enclosed format for bid prices.

#### **19.0 PENALTY:**

19.1 If supply of materials / equipments is delayed beyond the supply schedule as stipulated in Purchase order, then the seller shall be liable to pay to the Purchaser as penalty for delay, a sum of **0.5% (half percent)** of the contract price for every week delay or part thereof.

19.2 The total amount of penalty for delay under the contract will be subject to a maximum of **five percent (5%)** of the contract price.

19.3 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 seller or from the Performance Bank Guarantee or file a claim against the seller.

#### **20.0 VALIDITY OF THE ORDER:**

The Order is valid for **10 weeks** beyond the schedule date of delivery, unless otherwise extended by the Competent Authority. The Order shall stand cancelled automatically beyond the validity period without any correspondences and liabilities to the purchaser.

#### **21.0 PACKING:**

The materials / equipments shall be packed by the seller suitably as per the standard procedure for safe transport to the site / store. The cases shall be clearly marked showing distinctly the name and address of the consignee. In case of special instructions, such as "this end up", "fragile", "handles with care" etc., the same shall be clearly displayed on the cases.



## **22.0 COMMISSIONING SPARES:**

The seller shall replace, free of cost, any spares which may be found defective by the buyer during commissioning.

## **23.0 DISPUTE RESOLUTION & JURISDICTION OF CONTRACT:**

- 23.1 Any dispute arising out of this contract shall be referred to the Administrator, WESCO Utility who shall decide the case as sole arbitrator.
- 23.2 For the purpose of dispute resolution, this agreement shall be governed by the provision of Arbitration & Conciliation Act, 1996.
- 23.3 All disputes shall be subject to exclusive jurisdiction of the Court at Burla/Sambalpur and Writ jurisdiction of Hon'ble High Court of Odisha at Cuttack.

## **24.0 EVENTS OF DEFAULT:**

- 24.1 Events of Default. Each of the following events or occurrences shall constitute an event of default ("Event of Default") under the Contract :
- 24.2 Seller fails or refuses to pay any amount due under the Contracts.
- 24.3 Seller fails or refuses to deliver Commodities conforming to his Bid document/ specifications, or fails to deliver Commodities and, or execute the works assigned to them within the period specified in P.O or any extension thereof.
- 24.4 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;
- 24.5 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.

## **25.0 CONSEQUENCES OF DEFAULT:**

- a) If an Event of Default occurs and would be continuing, Purchaser may forthwith terminate the Contract by written notice.
- In the 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 Contract Performance Bank Guarantee;
  - (ii) Recover any losses and / or additional expenses, Purchaser may incur as a result of Seller's default.

## **26.0 FORCE MAJEURE:**

- 26.1 The term "Force Majeure" as employed herein include, 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:

1. Late delivery of materials caused by congestion of Seller's facilities or elsewhere, and oversold condition of the market, inefficiencies, or similar occurrences.
2. Late performance by Seller and / or Sub-Seller caused by unavailability of raw materials, supervisors or labour, inefficiencies of similar occurrences.
3. Mechanical breakdown of any item of Seller's or its Sub-Seller's equipment, plant or machinery.
4. Delays due to ordinary storm or inclement weather or
5. 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.

- 26.2 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 the cause lasts.
- 26.3 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 even 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 10(ten) days, the parties shall meet and determine the measures to be taken.
- 26.4 Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if and to the extent, such delay or failure is caused by Force Majeure.

## **27.0 INDEMNIFY**

- 27.1 The Vendor, its successor and assignee shall indemnify the Purchaser, its successor and assignee from all current & future liabilities that may arise out of purchase contract(s) entered into between the vendor & the Purchaser.

# **SECTION – IV**

## **TECHINICAL SPECIFICATION**

**FOR**

**33KV & 11KV METERING CUBICLE**

**TECHNICAL SPECIFICATION FOR 33KV & 11KV PILFER RESISTANCE  
METERING CUBICLE**

**A) Technical Specification of 11 KV Pilfer Resistant Metering Cubicles for 3-Phase, 4-Wire Metering System (with various CT ratio of accuracy class- 0.5).**

**1) General :-**

This specification covers the design, manufacture, testing and supply of 11 KV floor mounting indoor type metering cubicle having 3 nos. single phase CTs and 1 no three phase PT. The tenders from only such firms shall be accepted who themselves manufacture metering cubicle of the relevant design conforming to IS 2705 (part-I & II) respectively and have obtained type test certificates.

**2) Construction:-**

The metering panel shall be fabricated with 2mm MS plate and shall have external dimensions of 1600X750X700mm (height X width X length). Total height including base channel will be 1650 to 1700 mm. Height of panel is fixed. Dimension of width & depth may be increased suitably to accommodate CTs/PTs, if required. The panel should be provided with 4 nos. lifting hooks.

2.1) The panel shall be dust and vermin proof and totally enclosed. The panel shall have two separate compartments. The upper one shall provision to house tri-vector energy meter with associated wiring and shall be termed as "Meter compartment". The upper compartment will be double door type and the arrangement for meter fixing will be in inner portion. The other section i.e. lower compartment shall house the 11 kV, 1-Ph, dry type epoxy resin casted CT (3 Nos.) and 11 kV, 3-Ph, dry type epoxy resin casted PT (1 No) and shall be termed as "HT CT/PT compartment" A separate and independent vermin proof door shall be provided for each of the upper and lower compartments with provision of locking and sealing arrangement.

2.2) The metering cubicle shall be totally enclosed and shall be provided within one no. hinged door made of MS sheet which shall rest on the collar along right sides of cubicle so that the door remain flushed with body of the cubicle.

2.3) The door shall be provided with a handle and two no's sealing arrangement. There shall be one fixed (non-open able) window (approximate size 300 X 200 mm) fitted with transparent acrylic glass to enable the meter reader to note down the reading without opening the door of the panel. The glass shall be fitted / tightened with MS Frame form inside of window.

2.4) The metering panel shall be provided with two nos. MS channel of size 100 X 50mm of 750mm length on the front and rear sides duly welded at the bottom of the panel. These shall have 4 holes of 16 mm for foundation bolts at both the ends of each channel. All the joints of the metering panel shall be welded to provide strong mechanical construction both for transportation as well as during its use. The metering panel shall have arrangement to connect it will earth at two independent points. One earthing knob/bolt shall also be provided in the "Meter compartment" for connection to star point of wiring. All three earthing bolts shall be provided with nuts and washers.

2.5) The metering panel shall be cleaned suitably and will go through phosphating using seven tank dipping procedure and its surface shall be made smooth. It shall be powder coated as per relevant IS specification. The colour of paints shall be decided at the event of order. Height of panel is fixed but

width & depth is minimum and may be increased suitably to accommodate CTs/PTs, if required. Thus, total height including base channel will be 1700 mm. the panel should be provided with 4 Nos. lifting hooks.

2.6) All the moving / mating edges shall be provided with synthetic/ semi synthetic gasket firmly glued to surface to make the metering panel dust & vermin proof. The metering panel shall be provided with two cable entries inside from bottom along with glands /gland plate for 11 kV XLPE cable of various sizes corresponding the CTs ratio and short circuit current rating has to be provided. There should be suitable provision for clamping the of HT cable boxes has to be provided. There should be suitable provision so that cables boxes along with cable can be taken out of the panel without damage.

2.7) The meter compartment shall contain hanger arrangement of slotted angle for mounting of tri-vector energy meter having flexibility for moving meters vertically or horizontally. Clearance between all parts and compartments of panel should comply with relevant ISS standard, which shall be checked by WESCO Utility.

### 3) **Sealing:-**

The metering cubicles shall be completely lockable and sealable with at least one locking and two sealing arrangements of the door of each compartment. Apart form sealing arrangement of both compartments, mounting bolts of CTs and PT shall have the provisions for sealing arrangement so that removal of CTs & PTs from the installed positions in the panel (for tampering/ replacement) by the unauthorized person is not possible without breaking /tampering the sealing arrangement. The hinge arrangement, sealing of CTs and sealing of PTs shall be diagonally arranged in the base of each CTs & PTs. This sealing arrangement shall be checked by the officers at the time of checking of sample and during inspection.

The epoxy casting of 11 kV CTs & PTs coils is required to be carried out under vacuum to avoid any blow holes in the casted material. To establish this Epoxy hardener and accelerator, if any is mixed in the mixing chamber under the vacuum and poured into the dyes placed in the casting chamber which is also kept under vacuum as per relevant IS specifications. The temperature as specified by the Epoxy manufacturer is maintained with thermostatic control so that all the moisture is also drained out under vacuum.

### 4) **Electrical Components:-**

#### i) **11 KV metering current transformers (Three Nos.)**

The metering CTs shall be suitable for 11kV, 50Hz, effectively earthed neutral system. Each CT shall be suitable for single phase. The CT Shall be single core, single ratio, epoxy resin cast, copper wound primary type, with rated burden 5/10 VA and accuracy class 0.5 or better and conforming to IS 2705 (Part-I & II) amended upto date. The ratio of CTs shall be as per schedule of requirement. The instrument security factor (ISF) shall upto 5. The secondary terminals of the CTs shall be robust design so as to provide effective and firm termination. The secondary winding resistance of CTs shall be as low as possible. Colour coding viz. Red/Yellow/Blue for main and black for Neutral shall be used. Further, the load side wires shall be provide with Red/Yellow/Blue PVC type rings at both ends for identification. IS-1 & IS-2 shall be used for identification of main and load wires and ferrules shall be

used accordingly. No other symbols other than IS-1 & IS-2 shall be accepted without prior approval. No link/test terminals/terminals shall be provided in wire from CTs to meter terminals. The base plate should have open slot arrangement for adjustable fixing.

**ii) 11 KV Potential Transformers**

The PTs shall be indoor dry type epoxy resin cast, copper wound suitable for 3-Phase, 11kV 50 Hz, effectively earthed neutral system. There shall be 1 no. 11 kV three phase epoxy resin cast per cubicles with rated burden 15 VA and accuracy class 0.5 or better and conforming to IS: 3156 (Part-I &II) amended upto date. Colour coding viz Red/Yellow/Blue shall be used for identification of phases and black for Neutral. The PT shall be type tested in accordance with IS: 3156 (Part-I & II) with latest amendment. The base plate should have open slot arrangement for adjustment for adjustable fixing.

The PTs shall be uniform insulating and withstand separate source 28 kV Pf. for one minute as per clause 9.3.1.1 of IS 3156 (Part-I).

I) CTs bus bar:- 40X6mm copper strip

II) PTs bus bar:- Copper wire 8 SWG or flexible copper flat strip to connect PT or CT.

III) Wiring for CTs/PTs secondary circuits:- There should not be any joint/termination between CT/PT secondary terminals to meter terminals. Wiring of CTs and PTs should be done with 2.5 mm<sup>2</sup> stranded copper insulated conductor, CT wiring should run in independent flexible PVC pipes of appropriate size from HT compartment to meter compartment. The Pipe shall be so laid that no naked wire is visible. From pipes up to the meter in the meter chamber, all wiring should be open and visible.

**Short Circuit Rating of 11 kV CTs:-**

<u>CT Ratio</u>	<u>Short time current rating</u>
5/5 A	100 STF
10/5 A & 15/5 A	3 KA for 0.5 seconds
20/5A to 30/5A	7.88 kA for 0.5 seconds
50/5A and above	13.1 kA for 1.0 seconds

**Samples:-**

**One numbers sample should be ready at the firms' works after issue of LOA for new entrant.**

The sample shall be checked for its suitability and conformity with this specification. The drawing of sample must be attached with tender showing all views of equipment installed inside the metering panel along with the sketch of sealing arrangement as mentioned above. After placing of purchase order the material shall be supplied as per the approved sample and specification. However approval of the sample shall not absolve the supplier of his responsibility to supply the material as per specifications.

**Name Plate:-**

An Aluminium foil plate shall be affixed on the front of cubicle to indicate the following information against which the desired information is required to be painted at site:-

i) WESCO Utility property

ii) Supplier's name

- iii) PO No & date
- iv) Sr. No of panel
- v) Panel CT ratio/accuracy class
- vi) Panel PT ratio/accuracy class
- vii) Meter CT ratio
- viii) Meter PT ratio
- ix) Consumer account no.
- x) Over all CT-PT multiplying factor
- xi) Sanctioned load
- xii) Date of release of connection

In addition to the above, one no. rating and diagram plate made of Aluminium shall be provided on the front door of the HT compartment giving details viz. Serial no. of cubicle CT and PT, ratio, burden, class of accuracy, year of manufacturing, total weight, P.O No. and date etc.

### **CALIBRATION**

All instruments used in inspection and testing should be properly calibrated and sealed from any Govt. Test House/Reputed Agency certifications when demanded by inspecting officers shall be provided/produced for verification purpose.

### **TESTING FACILITY**

The manufacturer should have all the testing facilities at their works to carry out all the routine & acceptance tests including partial discharge test as mentioned below. List of plant & machinery and test equipments available at manufacturer's works should necessarily be submitted along with tender.

### **ROUTINE AND ACCEPTANCE TESTS:**

The following shall constitute the routine tests and acceptance tests.

#### **I. CURRENT TRANSFORMERS:**

- a) Verification of terminal making and polarity.
- b) High voltage power frequency test on Primary winding.
- c) High voltage power frequency test on Secondary winding.
- d) Over voltage inter-turn test.
- e) Determination of errors according to the requirement of accuracy class (0.5).
- f) Partial discharge test in accordance with IS: 11322/1985.

#### **II. POTENTIAL TRANSFORMERS:**

- a) Verification of terminal marking and polarity.
- b) Power frequency dry withstand test on Primary.
- c) Power frequency withstand test on secondary.
- d) Determinations of errors according to the requirement of accuracy class (0.5).
- e) Partial discharge test measurement test in accordance with IS: 11322/1985.

**B) Technical specification of 33KV Pilfers Resistant Metering Cubicles for 3-Phase, 4-Wire Metering System (with various CT ratios of accuracy class- 0.2)**

**1. General:**

The specification covers the design, manufacture, testing and supply 33KV indoor type Metering Cubicle made of MS plate.

- 1.1) The Metering Cubicle shall be totally enclosed, air insulated dust and vermin proof having two separate compartments HT (lower) & LT (upper) provided with two separate doors, hinged inside the box. The 33KV metering cubicle shall comply with the requirements of Indian Electricity Rule 1956 & as per relevant IS.
- 1.2) The Metering cubicle shall be supplied with three no. 33KV single phase epoxy resin cast CT's, three no. 33KV epoxy resin cast PT's and suitable clamping arrangement for holding 33KV incoming and outgoing cables and holding CTs & PTs.
- 1.3) All the equipment shall comply with the requirement of relevant IS specification.

**2. Construction:**

The 33KV Metering cubicle shall be fabricated with MS sheet having thickness not less than 2.0mm. The overall dimensions of the cubicle shall be 1800mm (Height) x 1400mm (Length) x 1600mm (Depth). Total height including base channel will be 1900mm. Height of panel is fixed. Dimension of width & depth may be increased suitably to accommodate CTs/PTs, if required. These dimensions may vary slightly as per design of manufacturer taking into care the minimum clearance of 320mm between phases as well as between phase and earth.

- 2.1) All the edges and joints shall be made and welded in such a way that no access inside the cubicle shall be possible and shall thus provide strength to robust mechanical structure both during transportation and installation.
- 2.2) The Metering cubicle shall be totally enclosed and shall be provided with two. no. hinged door made of MS sheet which shall rest on the collar along the four sides of cubicle so that the doors remain flushed with body of the cubicle.
- 2.3) The hinge of the doors shall be concealed type (proper welded from inside) so as to eliminate any chance of de-hinging without causing any damage to the cubicle.
- 2.4) The Metering cubicle shall be provided with M.S. channels support of 100mm x 50mm x 5mm welded at bottom along it's length (1400mm).
  - 2.4.1) Each of the supporting channel shall have two holes of 12mm of dia. suitable for foundation bolts.
  - 2.4.2) The Metering cubicle shall be provided with M.S. Earthing strip of size 50mm x 5mm welded at the two opposite base angles provided with welded nut of 6 mm dia. welded from inside the cubicle. The earthing strip can be connected by tightening a bolt from outside the metering cubicle at two opposite ends.
- 2.5) The metering panel shall be cleaned suitably and will go through phosphating using seven tank dipping procedure and its surface shall be made smooth. It shall be powder coated as per relevant IS specification. The colour of paint shall be decided at the event of order. Height of panel is fixed but width & depth may be increased suitably to accommodate CTs/PTs, if required. Thus, total height including base channel will be 1900mm. The panel should be provided with 4nos. lifting hooks.
- 2.6) The Metering cubicle shall have two separate compartments separated by MS sheet of 2.0 mm thickness as given below:-



2.6.1) **UPPER (LT) COMPARTMENT:-** The upper compartment of the metering cubicle shall be called LT compartment and shall have approximate height of 550mm. The compartment shall have provision for housing a tri-vector meter along with its associated wiring. The upper compartment will be double door type and the arrangement for meter fixing will be in inner portion.

2.6.1.1) For fixing of KWH trivector meter in this compartment, four nos. MS slotted angles of suitable size shall be welded to the body from inside of partition chamber in LT compartment, two nos. slotted angles shall be bolted vertically and two nos. horizontally which shall be movable forming to adjust the distance and height of meter to be fixed in the compartment.

2.6.1.2) The upper compartment shall be provided with one door fabricated in one piece and hinged as per clause no. 2.3. The door shall be provided with synthetic/ semi synthetic gasket to make it dust & vermin proof. The door shall be provided with a handle and two nos. sealing arrangement. There shall be one fixed (non-openable) window (approximate size 300 x 200mm) fitted with transparent acrylic glass. The glass shall be fitted/ tightened with MS frame from inside of window. The height of window shall be such that the reading can be taken easily from out side)

2.6.1.3) **The LT compartment shall essentially contain the following:-**

Hanger of slotted angle for mounting main meter (L&T, SECURE. PAL MOHAN, GENUS, VISIONTEK make etc.) for having flexibility for mounting of meter vertically and horizontally (meter not in scope of this supply)

2.6.2) **LOWER (HT) COMPARTMENT:-** The lower compartment of metering cubicle shall be called HT compartment and shall have approximate height of 1250mm.

2.6.2.1) This compartment shall be housed three no. 33KV single phase epoxy resin cast CT's for 'R', 'Y' and 'B' phase and three nos. 33KV single phase epoxy resin cast PT's, connecting strip between CT's and PT's, bus bar with suitable clamping arrangement for incoming and outgoing 33KV XLPE cables. There shall be two nos. sealing arrangement diagonally in base of each CT & PT.

2.6.2.2) The door of lower compartment shall be provided with one door fabricated in one pieces and hinged as per clause no. 2.3 such that it becomes complete dust and vermin proof. The door shall be provided with a handle and two nos. sealing arrangement.

2.6.2.3) The compartment should be provided with two no. cable entries with detachable plate with brass glands of appropriate size at the bottom suitable for 33KV XLPE cable for appropriate current rating.

2.6.2.4) **The HT compartment shall be essentially contain the following:-**

- |        |  |           |
|--------|--|-----------|
| 27.1.1 | 33KV epoxy resin cast CT's (single phase)  | - 03nos.  |
| 27.1.2 | 33KV / 110V epoxy resin cast PT's (single phase)   | - 03 nos. |
| 27.1.3 | Flexible copper flat strip of 30 x 0.4 mm or 8 SWG copper wire (duly insulated) to connect PT's to bus bar of CT's | - 01 set  |
| 27.1.4 | LT wiring for the secondary of CT & PT circuit, which should not less than 2.5 mm <sup>2</sup> copper in size      | - 01 set  |

An Aluminium foil plate shall be affixed on front side of cubicle to indicate the following information against which the desired information is required to be painted at site:-

**WESCO Utility**

Name of the consumer

Service connection no.

Sanctioned load

Date of release of connection

Type of load cont./ Non cont.

Meter no. &amp; make

Line CTR/ PTR

Meter CTR/ PTR

Class of accuracy of CT

Class of accuracy of PT

CT/PT M.F.

Dial factor for energy / for demand

Overall M.F. for energy / for demand

Date of last checking

In addition to the above, one no. rating and diagram plate made of Aluminium shall be provided on the front door of the HT compartment giving details viz: sl. no. of cubicle CT and PT ratio burden, class of accuracy, year of manufacturing, total weight, P.O. No. & date etc.

**3. ELECTRICAL COMPONENTS:-** A brief details of the various components to be provided in the metering cubicle is given below:-

**3.1) CURRENT TRANSFORMERS:-** There shall be 03 nos. single core single ratio dry type epoxy resin cast, current transformers conforming to IS: 2705/ 1992 of latest revision thereof as per details mentioned below:-

Sl. No.	Particular	33KV CT unit
1.	Normal system voltage (KVrms)	33
2.	Highest system voltage (KVrms)	36
3.	Frequency	50 Hz
4.	No. of CT	3
5.	Rated out put (VA burden)	15VA.
6.	Rated continuous thermal current	1.2 times of rated primary current
7.	Short time current rating for 1 sec.	For 10/5A: 3kA for 0.5 sec. For 20/5A & 30/5A: 7.88kA for 0.5sec. For 50/5A and above: 13.1kA for 1.0 sec.
8.	Rated dynamic current (Peak)	2.5 times of short time thermal current rating
9.	Instrument security factor	Less than 5 (five)
10.	Impulse withstand voltage (KVpeak) (on assembled CT-PT set)	170
11.	Maximum temperature rise over maximum ambient temperature of 45 °C at rated continuous thermal current at rated frequency and with rated burden.	As per IS: 2705/ 1992 (Part-II)
12.	Maximum ratio error	do
	Maximum phase angle error	do
a.	Type	Dry type epoxy resin cast
b.	Transformation ratio/ CT ratio	As per Price Schedule

	(schedule of requirement to be supplied with LOI/ P.O.	
c.	No. of cores	One
d.	Rated continuous thermal current temperature rise over ambient	As per IS:2705/ 1992
e.	One minute power frequency voltage withstand test on secondary winding	3KV
f.	Class of accuracy	0.2
g.	Secondary termination	S1 & S2 shall be clearly marked

The base plate should have open slot arrangement for adjustable fixing.

**3.2) POTENTIAL TRANSFORMERS:-** Details specification as per IS: 3156/ 1992 with latest amendments.

Sl. No.	Particular	33KV PT unit
1.	No. of PT	3 nos.
2.	Nominal system voltage (KVrms)	33
3.	Highest system voltage (KVrms)	36
4.	No. of phases	3
5.	Frequency	50 c/s
6.	Transformation ratio (PT ratio)	33KV/ 110V
7.	Rated out put (V.A. burden)	50 VA per phase
8.	Impulse withstand voltage (KVpeak) (on assembled CT-PT set)	150
9.	One minute power frequency dry withstand voltage (on assembled CT-PT set Primary (KVrms) Secondary (KVrms)	703
10.	Class of accuracy	0.2
11.	Rated voltage factor and time	1.2 times continuous and 1.5 times for 30 sec
12.	System condition	Effectively earthed system
13.	Maximum temperature raise over maximum ambient temperature (which may be taken as 45 <sup>0</sup> C) at rated frequency and with rated burden	Within limited of IS: 3156 with latest amendment/ revision.
14.	Maximum ratio error	do
15.	Maximum phase angle error	do

The base plate should have open slot arrangement for adjustable fixing.

**4. ROUTINE AND ACCEPTANCE TEST**

The following shall constitute the routine test and acceptance tests.

**4.1) CURRENT TRANSFORMERS:**

- a) Verification of terminal marking and polarity.
- b) High voltage power frequency test on Primary winding
- c) High voltage power frequency test on Secondary winding
- d) Over voltage inter-turn test.
- e) Determination of errors according to the requirement of accuracy class (0.2)
- f) Partial discharge test in accordance with IS: 11322/ 1985

**4.2) POTENTIAL TRANSFORMER:**

- a) Verification of terminal marking and polarity.
- b) Power frequency dry withstand test on Primary
- c) Power frequency withstand test on Secondary
- d) Determination of errors according to the requirement of accuracy class (0.2)
- e) Partial discharge test measurement test in accordance with IS: 11322/1985.

**4.3) CALIBRATION:**

All instruments used in inspection and testing should be properly calibrated and sealed from any Govt. Test House/ Reputed Agency certified by NABL and the reports shall not be less than an one year old. Calibration certifications when demanded by inspecting officers shall be provided/ produced for verification purpose.

**4.4) TESTING FACILITIES:**

The manufacturer should have all the testing facilities at their works to carry out all the routine & acceptance test including partial discharge test as mentioned below. List of plant & machinery and test equipment available at manufacturer's works should necessarily be submitted along with tender.

# **SECTION – V**

## **LIST OF ANNEXURES**

**(SCHEDULES AND FORMATS)**

**ABSTRACT OF GENERAL TERMS AND CONDITIONS****(For supply of Single Phase Meter)**

1. Whether the bidder is a Manufacturer  
& furnished relevant documents : Yes / No
2. Required Cost of Tender Furnished : Yes / No
3. Required Earnest Money Furnished in Demand Draft : Yes / No
4. Whether Type test certificates enclosed with the bid : Yes / No
5. Manufacturer's past supply experience including  
User's certificate furnished or not : Yes / No
6. Audited annual reports for the last 3 years furnished or not : Yes / No
7. Deviation to the specification, if any (List enclosed or not) : Yes / No
8. Whether agreed to Purchaser's Delivery schedule : Yes / No  
If agreed,
  - a) Date of commencement :
  - b) Rate of delivery per month :
9. Whether agreed to Purchaser's Guarantee clause : Yes / No
10. Whether agreed for 180 days' validity period of Prices : Yes / No
11. Whether the Prices are **FIRM** : Yes / No
12. Whether agreed to furnish security deposit in shape of  
B.G. encashable at Burla/Sambalpur in case his  
Tender is successful : Yes / No
13. Whether agreed to penalty for delayed delivery : Yes / No
14. Whether agreed to Purchaser's standard terms of  
Payment or not : Yes / No
15. Valid ITCC & STCC furnished or not : Yes / No

Signature of the bidder

With seal of the Bidder

This form is to be duly filled up & signed by the Bidder along with seal & submitted along with the Part-I of tender.

**DECLARATION FORM**

**To**

**The General Manager (Purchase)**

**WESCO Utility**

**Burla-768017**

**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 supply the materials covered thereon 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 undertake to have the materials delivered 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 furnished 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 THE <PURCHASER>& for the sum as applicable to me / us as per clause No.23 in Annexure-III(A) of this specification within fifteen days of issue of Letter of intent / Purchase Order, in the event of Purchase order being decided in my / us favour , failing which I / we clearly understand that the said LOI / P.O. shall be liable to be withdrawn by the Purchaser.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

Yours faithfully,

(Signature of Bidder with Seal)

(This form should be duly filled up & signed by the bidder & submitted along with the original copy of the bid)

**PROFORMA FOR COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT, PAYMENT AND PERFORMANCE**

This Guarantee Bond is executed this \_\_\_ day of \_\_\_ by us the \_\_\_\_\_ Bank at \_\_\_\_\_ P.O. \_\_\_\_\_ P.S. \_\_\_\_\_ Dist \_\_\_\_\_ State \_\_\_\_\_  
(The Administrator, WESCO Utility, Burla)

Whereas WESCO Utility having head quarter office at Burla, Sambalpur-768017 (here in after called “the Purchaser”) has placed Purchase Order No. \_\_\_\_\_ Dt. \_\_\_\_\_ (hereinafter called “the Agreement”) with M/s \_\_\_\_\_ (hereinafter called “the Contractor”) for supply of \_\_\_\_\_ (name of the material) and whereas WESCO has agreed (1) to exempt the Contractor from making payment of security deposit, (2) to release 100% payment of the cost of materials as per the said agreement and (3) to exempt from performance guarantee on furnishing by the Contractor to the Purchaser 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 Purchaser 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 \_\_\_\_\_ Bank, Address \_\_\_\_\_ (code No. \_\_\_\_\_) (hereinafter referred to as “the Bank”) do hereby undertake to pay to the Purchaser an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by Purchaser 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 \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and payable under the guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or suffered by Purchaser 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 \_\_\_\_\_ Bank also undertake to pay to Purchaser any money so demanded not withstanding 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 irrevocable.

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 \_\_\_\_\_ 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 till all the dues of Purchaser under by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Purchaser 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.)



\_\_\_\_\_, Burla / Sambalpur in writing on or before \_\_\_\_\_ (date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the \_\_\_\_\_ Bank further agree that Purchaser 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 Purchaser or any indulgence by Purchaser 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 \_\_\_\_\_ Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Purchaser 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.

We or our Bank at Burla / Sambalpur (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 Burla / Sambalpur a written claim or demand and received by us or by Local Branch at Burla / Sambalpur on or before Dt. \_\_\_\_\_ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For \_\_\_\_\_  
(Indicate the name of the Bank)

N.B.:

1. Name of the Contractor:
2. No. & date of the Purchase order / agreement:
3. Amount of P.O.:
4. Name of Materials:
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 of the Constituent Authority of the Bank with seal:
10. Name & addresses of the Witnesses with signature:
11. The Bank Guarantee shall be accepted only after getting confirmation from the respective Banks.

**Guaranteed Technical Particular (Table-A)****SCHEDULE OF GUARANTEED TECHNICAL PARTICULARS OF 33 & 11KV PILFER RESISTANT METERING CUBICLE.**

SL. No	DESCRIPTION	BIDDERS PARTICULARS	
		11 kV	33kV
1	Make of Cubicle		
2	Thickness of M.S Plate used for fabrication of cubicle (mm)		
3	Overall dimensions of cubicle (mm) a) Height (Approx) b) Depth (Approx) c) Length (Approx)		
4	Is the cubicle dust & vermin proof?		
5	Details of arrangement for earthing of cubicle		
6	Size of the Window (mm) a) Width b) Height		
7	Size of Wire mesh provided on window (mm)		
8	Make and other details of insulator used for bus bar support of yellow phase.		
9	a) Size of connecting strip used between H.V cables and CT. b) Materials used for connecting strip.		
10	Minimum clearance:- a) Between H.V. Live part & earth (mm) b) Between phases (mm)		
11	a) Dimension of flexible link between bus bar & PT on HT side. b) Material used for flexible link.		
12	Size of LT wire used for secondary wiring.		
13	Hardware (make)		
14	State Yes/No for the availability of sealing arrangement. a) Cubicle seal of LT compartment. b) Cubicle seal of HT compartment. c) Meter reading window d) CMRI Port.		

**Guaranteed Technical Particular (Table-B)**

**SCHEDULE OF GUARANTEED TECHNICAL PARTICULARS OF 33 & 11 KV PT SUITABLE FOR 33 KV/ 11KV  
PILFER RESISTANT METERING CUBICLE.**

SL. No	DESCRIPTION	BIDDERS PARTICULARS	
		11 kV	33kV
1	Name of the Manufacturer		
2	Manufacturers Type Designation		
3	Name of resin employed in manufacture of P.T		
4	Rated primary Voltage		
5	Rated Secondary Voltage		
6	Rated Burden of Secondary		
7	Class of Accuracy		
8	Temperature rise at 1.2 time rated voltage with rated burden.		
9	Temperature rise for (8 above)		
10	Rated voltage factor and time		
11	1 Minute power frequency withstand test (dry voltage)		
12	1/50 micro second impulse wave withstand voltage on secondary		
13	1 Minute power frequency withstand voltage on secondary		
14	Total Weight (1 Phase)		
15	Mounting details		
16	Overall Dimension a) Length b) Weight c) Height		
17	The PT of the offered Design and cable termination kit should have been type tested during last five years form the date of opening of the tender. It should also be indicated that when and where they were tested.		
18	Details of test reports (to be enclosed with the tender bid Part-I)		

**Guaranteed Technical Particular (Table-C)**

**SCHEDULE OF GUARANTEED TECHNICAL PARTICULARS OF 33KV & 11KV CT SUITABLE FOR 33KV/ 11KV  
PILFER RESISTANT METEING CUBICLE.**

SL. No	DESCRIPTION	BIDDERS PARTICULARS	
		11 kV	33kV
1	Ratio		
2	Name of the Manufacturer		
3	Manufacturers Type		
4	Name of resin employed in manufacture of C.T		
5	Rated Voltage		
6	Rated primary current		
7	Rated Secondary current		
8	Rated Secondary output		
9	Class of Accuracy		
10	Instrument Security Factory		
11	Short Time Rating		
12	Rated continuous Thermal current (also indicate Temp. rise over ambient Temp.)		
13	Rated current Dynamic (peak value)		
14	Power frequency (dry withstand test voltage on primary winding ) one second		
15	Power frequency withstand voltage on secondary		
16	1.5 micro seconds impulse withstand test voltage		
17	Power frequency (Dry withstand test voltage on primary winding)		
18	Overall Dimension a) Length b) Weight c) Height		
17	The CT of the offered Design should have been type tested during last five years form the date of opening of the tender. It should also be indicated that whom and where they type tested.		
18	Details of test reports (to be enclosed with the tender with Part-I)		

**Annexure- V**

**Price Schedule for materials /equipments offered as per Tender Notice No.:**

**WESCO/Dep./Metering Cubicle/02, Date: 18.07.2016**

**WESCO UTILITY**

**Name of Bidder:** \_\_\_\_\_

Sl. No.	Item Description	Unit	Quantity	Price for each Unit							
				Unit Ex-Work Price (Rs.)	Unit Packing & Forwarding Charges (Rs.)	Unit Excise Duty with Education Cess (Rs.)	Unit Sales Tax / VAT (Rs.)	Unit freight & Insurance and other local costs incidental to delivery (Rs.)	Unit Entry Tax if any (Rs.)	Total Unit Price Inclusive of Taxes & Duties (Rs.)	Total Landing Price Inclusive of Taxes & Duties (Rs.)
1	2	3	4	5	6	7	8	9	10	11= (5+6+7+ 8+9+10)	12= 4 x 11
1.	33KV 10/5A Metering Unit	No									
2.	33KV 20/5A Metering Unit	No									
3.	33KV 30/5A Metering Unit	No									
4.	33KV 50/5A Metering Unit	No									
5.	11KV 10/5A Metering Unit	No									
6.	11KV 20/5A Metering Unit	No									
7.	11KV 30/5A Metering Unit	No									
8.	11KV 50/5A Metering Unit	No									

Total amount in Words: Rupees \_\_\_\_\_ only

Signature of Bidder along with Seal & date

Note:

1. Any column left blank shall be treated as NIL / Inclusive of.
2. Unit price under Column-11 is inclusive of all.
3. In case of discrepancy between unit price and total price, the unit price shall prevail over the total price.

**ANNEXURE VI (A)**

**TENDER NOTICE NO.: WESCO/Dep./Metering Cubicle/02, Date: 18.07.2016**

**TECHNICAL DEVIATION FORMAT**

<b>Clause No.</b>	<b>Prescribed as per Tender Specification</b>	<b>Deviation in the bidder's offer</b>

**N.B:**

The bidder has to mention all technical deviations in his offer which differs from the Technical Requirement of this Tender in above format. Deviations not mentioned in above format but mentioned in any other format or in any other part of the offer document shall not be considered as deviation and the bidder shall be deemed to have accepted our technical requirement without deviation.

**Bidder's Signature with Seal.**

**ANNEXURE VI (B)**

**TENDER NOTICE No.: WESCO/Dep./Metering Cubicle/02, Date: 18.07.2016**

**COMMERCIAL DEVIATION FORMAT**

<b>Clause No.</b>	<b>Prescribed as per Tender Specification</b>	<b>Provided in the bidder's offer</b>

**N.B.:**

The bidder has to mention all commercial deviations in his offer which differs from the Commercial Requirement of this Tender in above format. Deviations not mentioned in this format but mentioned in any other format or in any other part of the offer document shall not be considered as deviation and the bidder shall be deemed to have accepted our commercial requirement without deviation.

**Bidder's Signature with Seal**

**Format for Consortium Agreement**

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

This Consortium Agreement executed on this ..... day of .....Two Thousand..... M/s .....a Company (SSI Unit) incorporated under the companies Act – 1956 .....and having its registered office at .....(hereinafter called the “Lead Member/First member” which expression shall include its successors); and

M/s .....a company (SSI Unit) incorporated under the Companies Act – 1956 .....and having its registered office at .....(hereinafter called the “Second Member” which expression shall include its successors)and

M/s. ....a company (SSI Unit) incorporated under the companies Act-1956.....and having its registered office at ..... (hereinafter called the “Fourth Member” which expression shall include its successors)

The Lead Member/First Member, the Second Member, the Third Member and the Fourth Member shall collectively hereinafter be called as the “Consortium Members” for the purpose of submitting a bid proposal to Western Electricity Supply Company of Odisha Ltd. (WESCO) (Hereinafter referred to as DISCOM) , being a Company incorporated/Constituted under the Companies Act,1956 having its office at Burla/Sambalpur - 751015, India (hereinafter called the “Purchaser”) in response to the invitation of bids (hereinafter called as “Tender Notice No.....” Document) Dated ..... for supply of Materials/Equipments (hereinafter called as “the Transaction”).

WHEREAS Clause-6.1.2 of the Invitation for Bids (IFB), stipulates that Two or more Local SSI Units having been manufacturers of tender item(s) as per this tender specification, provided they fulfill the following eligible criteria;

- a) They should have legally valid consortium agreement as per the prescribed format for the purpose of participation in the bidding process. The total no of a consortium shall be limited to four members.
- b) All members of the Consortium should be the eligible manufacturer(s) of the materials / equipments tendered.
- c) Each member should have valid statutory license to use BEE three star or more level Certification/Type tested report for the tendered materials/equipments conducted within last five years as applicable for the tender.
- d) Consortium as a whole shall meet the qualifying norms specified in the tender, they participate.
- e) The lead member of the Consortium should meet at least 50% of the qualifying norms in respect of the supply experience.
- f) Besides the lead member, other member (s) of the Consortium should meet at least 15% of the qualifying norms in respect of the supply experience.
- g) All the Consortium member(s) shall authorize the lead partner by submitting a power of Attorney as per the prescribed format duly signed by the authorized signatories. The lead partner shall be authorized to receive instructions for and on behalf of all partners of the Consortium and entire



execution of the contract including receipt of payment exclusively done through the lead partner.

- h) The Consortium and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract.
- i) Any member of the Consortium member(s) shall not be eligible either in an individual capacity or part of any other consortium to participate in the tender, where the said consortium participates.
- j) The prescribed formats for Consortium Agreement (Annexure – VII) and Power of Attorney (Annexure – VIII) are provided in the tender specification as enclosures.

AND WHEREAS the members of the Consortium strictly comply the eligible criteria of the CLAUSE -6.1.2 of the Invitation for Bids (IFB) as stipulated above, AND WHEREAS bid has been proposed to be submitted to the purchaser vide bid by Lead Member based on this CONSORTIUM agreement between all the members, signed by all the members.

**NOW THIS INDENTURE WITNESSETH AS UNDER:**

In consideration of the above premises, in the event of the selection of Consortium as successful bidder, all the Parties to this Consortium Agreement do hereby agree abide themselves as follows:

- 1.1.1** M/s .....shall act as Lead Member for and on behalf of Consortium Members. The said Consortium members further declare and confirm that they shall jointly and severally be bound and shall be fully responsible to the Purchaser for the design, manufacture, supply, and successful performance of the materials /equipment, obligations under the supply contract under Agreement(s) submitted/executed by the Lead Member.
- 1.1.2** Despite any breach by the Lead Member or other member(s) of the CONSORTIUM agreement, the Member(s) do hereby agree and undertake to ensure full and effectual an successful performance of the contract with Purchaser and to carry out all the obligations and responsibilities under the said Contract in accordance with the requirements of the Contract.
- 1.1.3** If the Purchaser suffers any loss or damage on account of any breach of the Contract or any shortfall in the performance in meeting the performance guaranteed as per the specification in terms of the Contract, the Member(s) of these presents undertake to promptly make such loss or damage caused to the purchaser, on its demand without any demur. It shall not be necessary or obligatory for the purchaser to proceed against Lead member to these presents before proceeding against or dealing with the other members. The obligation of each of the member is absolute and not independent of the consortium or any member.
- 1.1.4** The financial liability of the members of this CONSORTIUM agreement to the Purchaser, with respect to any of the claims arising out of the performance or non- performance of the obligations set forth in the said CONSORTIUM agreement, read in conjunction with relevant conditions of the contract shall, however, not be limited in anyway so as to restrict or limit the liabilities of any of the members of the CONSORTIUM agreement. The liability of each member is absolute and not severable.
- 1.1.5** It is expressly understood and agreed between the members to this CONSORTIUM agreement that the responsibilities inter se amongst the members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to the Purchaser. It is clearly understood that the lead member shall ensure performance under the agreement(s) and if one or more Consortium members fail to perform its/their respective obligations under the agreements, the same shall be deemed to be a default by all the Consortium Members. It will be open for the purchaser to take any steps,

punitive and corrective action including the termination of contract in case of such default also.

- 1.1.6 This CONSORTIUM agreement shall be construed and interpreted in accordance with the laws of India and shall be subjected to exclusive jurisdiction within Burla/Sambalpur in all matters arising there under.
- 1.1.7 In case of an award of a Contract, all the members to the CONSORTIUM agreement do hereby agree that they shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the purchaser in the forms acceptable to purchaser for value of 10% of the Contract price. It is also hereby agreed that the lead member shall, on behalf of the CONSORTIUM submit the contract performance security in the form of an unconditional irrecoverable Bank guarantee in the prescribed format and as per terms of the contract.
- 1.1.8 It is further agreed that the CONSORTIUM agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Purchaser discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.
- 1.1.9 Capitalized terms used but not defined herein shall have the meaning as assigned to them to the Tender Documents and/or the agreements.
- 1.1.10 In case of any dispute amongst the members of the Consortium, purchaser shall not be in any way liable and also the consortium members shall not be absolved from the contractual obligation in any manner.

**IN WITNESS WHEREOF** the Members to the CONSORTIUM agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal of <.....> For Lead/First Member  
Has been affixed in my/our presence  
Pursuant to the Board of Director's  
resolution dated..... (Signature of authorized representative)

Name .....Signature.....  
Designation .....

Name..... Common Seal of the company  
Designation .....

2. Common Seal of <.....> For Second Member  
Has been affixed in my/our presence Pursuant to the Board of Director's  
resolution dated..... (Signature of authorized Representative)

Name .....  
Signature.....  
Designation .....

Name..... Common Seal of the company  
Designation.....

3. Common Seal of <.....> For Third Member  
Has been affixed in my/our presence  
Pursuant to the Board of Director's  
resolution dated..... (Signature of authorized representative)  
Name..... Common Seal of the company  
Designation.....

4. Common Seal of <.....> For Third Member  
Has been affixed in my/our presence  
Pursuant to the Board of Director's  
resolution dated..... (Signature of authorized representative)  
Name..... Common Seal of the company  
Designation.....

**WITNESSES**

1..... 2.....  
(Signature) (Signature)

Name .....  
(Official address)

Name .....  
(Official address)

**FORM OF POWER OF ATTORNEY FOR CONSORTIUM**

**(On Non-Judicial Stamp Paper of Appropriate value to be purchased in the Name of CONSORTIUM)**

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Members whose details are given hereunder.....have formed a CONSORTIUM and having our Registered Office (s)/Head Office (s) at ..... (hereinafter called the ‘Consortium’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s ..... A company incorporated under the laws of ..... and having its Registered/Head office at .....as our duly constituted lawful Attorney (hereinafter called “Lead Member”) to exercise all or any of the powers for supply ..... for which bids have been invited by the Purchaser namely Western Electricity Supply Company of Odisha Ltd. (WESCO) ,to undertake the following acts:

- (i) To submit proposal, participate and negotiate in respect of the aforesaid Bid – Specification of the Purchaser on behalf of the “Consortium”
- (ii) To negotiate with Purchaser the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with the Purchaser for and on behalf of the “Consortium”
- (iii) To do any other act or submit any document related to the above.
- (iv) To receive, accept and execute the contract for and on behalf of the “Consortium”.
- (v) To submit the contract performance security in the form of an unconditional irrevocable Bank guarantee in the prescribed format and as per terms of the contract.

It is clearly understood that the Lead Member shall ensure performance of the contracts(s) and if one or more Member fail to perform their respective portion of the contracts (s), the same shall be deemed to be a default by all the members.

It is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the defect or liability period in terms of the contract.

The CONSORTIUM hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Member quotes in the bid, negotiates and signs the contract with the Purchaser and / or proposes to act on behalf of the CONSORTIUM by virtue of this Power of Attorney and the same shall bind the CONSORTIUM as if done by itself.

IN WITNESS THEREOF the members Constituting the CONSORTIUM as aforesaid have executed these presents on this .....day of .....under the Common Seal (s) of their Companies.

For and on behalf of the Members of CONSORTIUM

- 1. -----
- 2. -----

- 3. -----
- 4. -----

The Common Seal of the above Members of the CONSORTIUM:

The Common Seal has been affixed there unto in the presence of:

**WITNESS**

- 1. Signature.....  
Name..... Designation.....  
Occupation.....
  
- 2. Signature.....  
Name..... Designation.....  
Occupation.....

**SELF DECLARATION FORM**

Name of the 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 debarring 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 purchaser.

Yours faithfully,

Place:

Date:

**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 – X (A)**

**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 Western Electricity Supply Company of Orissa Ltd. [herein after referred to as the WESCO] for the purpose of \_\_\_\_\_ (name of the material) 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) [herein after referred to as the Bank] at the request of M/s. \_\_\_\_\_ [herein after referred to as the supplier (s)] do hereby unequivocally and unconditionally guarantee and under take to pay during the above said period, on written request by WESCO an amount not exceeding Rs. \_\_\_\_\_ to the WESCO, 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 WESCO starting that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the WESCO by reason of any breach by the said supplier(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 WESCO any money so demanded not Withstanding any dispute or disputes so raised by the supplier [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 supplier(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 Burla / Sambalpur 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 WESCO under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till WESCO certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Supplier [s] and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ (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 Burla / Sambalpur further agree that the WESCO 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 Supplier [s] from time to time or to postpone for

any time or from time to time any of the powers exercisable by the WESCO against the said supplier [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 Supplier [s] or for any forbearance act or omission on the part of the WESCO or any indulgence by the WESCO to the said Supplier[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 supplier [s].
7. We, the \_\_\_\_\_ Bank (indicate the name of the bank) or our local branch at Burla / Sambalpur lastly undertake not revoke this Guarantee during its currency except with the previous consent of the WESCO in writing.
8. We, the \_\_\_\_\_ Bank further agree that this guarantee shall also be irrevocable at our place of business at Burla / Sambalpur (**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 the bank]

Power of Attorney No.: \_\_\_\_\_

Date: \_\_\_\_\_

SEAL OF BANK

**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 – X (B)

**PROFORMA FOR EXTENSION OF BANK GUARANTEE**

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

Ref. No.: \_\_\_\_\_

Date: \_\_\_\_\_

**WESCO Utility**

**Headquarter Office: Burla – 768017**

Ph. No. 0663-2432804, Fax: 0663-2432804

Dear Sirs,

Sub: Extension of Bank Guarantee No. \_\_\_\_\_ for Rs. \_\_\_\_\_ favouring yourselves expiring \_\_\_\_\_ on account of M/s. \_\_\_\_\_ in respect of contract No. \_\_\_\_\_ dated \_\_\_\_\_ 9herein after called original bank guarantee).

At the request of M/s. \_\_\_\_\_ we \_\_\_\_\_ bank branch office at having its head office at \_\_\_\_\_ do hereby extend our liability under the above mentioned guarantee No. \_\_\_\_\_ dtd. \_\_\_\_\_ for a further period of \_\_\_\_\_ years / months from \_\_\_\_\_ to expire on \_\_\_\_\_ except as provided above, all other terms & conditions of the original bank guarantee No. \_\_\_\_\_ dtd. \_\_\_\_\_ shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be attached. Yours faithfully

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.

**ANNEXURE- XI**  
**FORMAT FOR PAST SUPPLY EXPERIENCE**

**NAME OF THE BIDDER:**

**Tender Notice No.: WESCO/Dep./Metering Cubicle/02, 18.07.2016**

**DETAILS OF PURCHASE ORDER(S) EXECUTED DURING FY 2013-14 to 2015-16**

Sl. No.	P.O. No.	Date	Name of the Purchaser	Item Description	Order Quantity	Quantity Supplied during		
						FY: 13-14	FY: 14-15	FY: 15-16

**I/We certify as under:**

1. The above information is true to the best of my / our knowledge and I / we undertake to produce the invoice details on demand.
2. In the event of any deviation found later on pertaining to any of the above information either during the course of contract or bidding stage, the bid/contract shall be liable for truncation/cancellation/termination without any notice at the sole discretion of the purchaser.

**Signature of the bidder with seal**

**NOTE: Self attested photo copies of all Purchase Orders (all pages) need to be enclosed along with the above format**