



WESCO UTILITY

TENDER SPECIFICATION FOR RECLAMATION OF BURNT TRANSFORMER OIL. (FOR O&M WORK)

Tender Notice No. : WESCO/O&M/ Rec.Transformer oil/03,dt-

08.11.2016

- **DATE OF OPENING OF TENDER: 30.11.2016**
- **TIME: 3.00 PM as per notification**
- **PLACE: WESCO Head Quarter Office, Burla**

WESCO UTILITY

Headquarter: At/PO: Burla, Dist: Sambalpur - 768017, Odisha

Phone: (0663)2431297, Facsimile: (0663) 2432115

E-Mail: wesco@wesoorissa.com, Web site: www.wesoorissa.com.

.....
Tender Notice No. : WESCO/O&M/ Rec.Transformer Oil/03,dt-08.11.2016

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Headquarter: At/PO: Burla, Dist: Sambalpur - 768017, Odisha

Phone: (0663)2431297, Facsimile: (0663) 2432115

E-Mail: wesco@wesoorissa.com, Web site: www.wescoorissa.com.

Tender Notice No. : WESCO/O&M/ Rec.Transformer Oil/03,dt-08.11.2016.

For and on behalf of the WESCO Utility. (WESCO), 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 superscribing the Tender Specification No., Name of the material & date of opening (as mentioned in the notice).

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 Scheduled bank in favour of the Administrator WESCO Utility . payable at Burla/Sambalpur. The cost of tender paper is non-refundable.

SCHEDULE OF MATERIALS TENDERED:

Name of the material	Unit	Qty.	Cost of Tender Paper (Rs)	EMD payable in Rs
Reclamation of used (Burnt) Transformer Oil	Kl	297	5,000.00 + 5% VAT = 5250.00	48,854.00
Delivery of reclaimed oil in New M.S Barrels Conforming to IS : 1783 (Part-I) /1993 (3rd Revision)	No	1132		

(N.B- 1.The bidders should have valid factory licenses for reclamation of Burnt/used transformer oil in addition to this they should have valid manufacturer or authorized dealership certificate for supply of Oil Barrel.

2.The bidder must participate for both item and in no case participation for single item will be accepted.

3. Regarding Security Deposit, please refer to clause no.- 28, Section-II (ITB) for details.)

TIME SCHEDULES:-

1	Last Date & Time for selling of tender papers	29.11.2016 up-to 5.00 P.M
2	Last Date & Time for submission of Tender	30.11.2016 up-to 2.00 PM
3	Last Date & Time for Opening of Tender	30.11.2016 at 3.00 PM

The intending bidders can also download the tender document from our website www.wescoodisha.com.

However the bidder has to furnish along with his bid a Account Payee Bank Draft drawn on any Scheduled Bank in favour of the Administrator WESCO Utility. payable at Burla/Sambalpur for the cost of the Tender Paper indicated above, 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 the bids will be sold / received / opened up at the appointed time on the next working day. WESCO 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 .

sd/-

General Manager (Purchase)

SECTION – I

INVITATION FOR BIDS (IFB)

WESCO UTILITY

Headquarter: At/PO: Burla, Dist: Sambalpur - 768017, Odisha

Phone: (0663)2431297, Facsimile: (0663) 2432115

E-Mail: wesco@wesoorissa.com, Web site: www.wesoorissa.com

INVITATION FOR BIDS (IFB) FOR SUPPLY OF MATERIALS (COMPETITIVE BIDDING)

(Tender Notice No. : WESCO/O&M/ Rec. Transformer Oil/03, dt-08.11.2016)

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 superscribed with Tender Notice No....., and date of opening..... from the reputed processing unit having valid factory licenses with all other statutory obligation for reclamation of used transformer oil and should have valid manufacturer licenses or dealership certificate from any reputed manufacture for supply of oil barrel, **supply, inspection, loading at factory, transportation to & unloading at site / stores including guaranteed obligation for supply of the materials.**

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 30.11.2016 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	29.11.2016 up-to 5.00 P.M
Submission of Tenders	30.11.2016 up-to 2.00 PM
Opening of Tenders	30.11.2016 at 3.00 PM
Required Quantities of Materials:-	As indicated at clause – 5 below.
Completion of the delivery	8 months from the date of issue of Purchase Order as per delivery schedule.
Cost of Tender Paper (Non-Refundable)	Rs. 5000.00 (Rupees Ten Thousand Five Hundred only) in shape of Cash/ Account Payee demand draft issued in favour of Administrator WESCO Utility, payable at Burla/Sambalpur only. 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 Units.
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. 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.

5.0 SCHEDULE OF REQUIREMENTS & DELIVERY:

Name of the material	Unit	Quantity	Delivery Within 120 days	Delivery Within 240 days
Reclamation of used (Burnt) Transformer Oil	Kl	297	50%	50%
Delivery of reclaimed oil in New M.S Barrels Conforming to IS : 1783 (Part-I) /1993 (3rd Revision)	No	1132	50%	50%

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

6.0 QUALIFICATION OF BIDDERS:

6.1 Criteria for qualification:

6.1.1. Technical:

- a) The bidder should be a reputed processing unit for reclamation of used/burnt transformer oil with all statutory obligations. The bidder should be a manufacturer or authorized dealer for supply of Oil Barrel.
- b) The bidder has to quote for at least 50% of the tendered quantity of the material covered under this notification. The bidder should have supplied the minimum 50% of the quoted/offered quantity 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 offered materials should have been tested at CPRI/NABL accredited laboratory. The bid shall accompany with test reports conducted at Central Power Research Institute / NABL accredited laboratory for the offered materials conducted within five years before the date of opening of the tender. **Bids not accompanied with test reports conducted within five years dully approved by the Testing Agency shall not be considered for evaluation.**
- e) The bidders who have earlier failed to execute the 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 as mentioned in the table below (for 100% tender quantity) best three financial years out of immediate past 5 financial years.

Sl. No.	Name of Materials	Unit	Quantity	Turnover required for 100% quantity
1	Reclamation of used (Burnt) Transformer Oil	Kl	297	0.98Cr
2	Delivery of reclaimed oil in New M.S Barrels Conforming to IS : 1783 (Part-I) /1993 (3rd Revision)	No	1132	

NB: Bidders must furnish self attested audited Annual Accounts of past 3 best financial year / 5 years to establish their Turnover requirement. Bidders offering multiple items must meet the sum of minimum turnover requirements of above items as indicated above.

6.1.3 Participation of SSI Units by forming a CONSORTIUM:

Two or more SSI Units having been processing 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/process (s) of the materials /equipments tendered.
- c) Each member should have valid statutory license to use ISI Mark and 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 for 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 self attested 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. Self attested copy of power of attorney / Board Resolution of the authorized signatory of the bid.

6.1.4.3. Bidders shall submit their self attested copies of audited financial Accounts 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 Accounts from the date of its incorporation should be furnished.

- 6.4.4 Self attested copies of purchase order (all pages) successfully executed, User performance certificate, type test Report if any.
- 7.0 All correspondence with regard to the above shall be made to the following address:-

General Manager (Purchase & Store)
WESCO Utility, Head Quarter Office:
Burla – 768017
Ph. No. 0663-2432804, Fax: 0663-2432804

SECTION –II

INSTRUCTION TO BIDDERS (ITB)

**SECTION –II
INSTRUCTION TO BIDDERS (ITB)**

1. SOURCE OF FUNDS:

1.1 WESCO Utility hereinafter referred to as the “Purchaser” is desirous of procurement of materials for strengthening and improvement of distribution network under WESCO from the funds available under O&M Head.

2. SCOPE OF WORK:

2.1 The scope of work in brief shall include lifting of Used Transformer oil from our store depot at different location (Burla/Rajgangpur/Bolangir/Kesinga) through tanker and after processing, testing, inspection, the same will be return to store with new barrel , loading at factory, transportation to site / stores, unloading at site/stores including and should be a processing unit for oil and should be a manufacturer/supplier of oil barrel including guaranteed obligation of complete supply of materials in conformity to the technical specification enclosed herewith in Section – IV.

3. 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 him self that documents are complete in all respects. Intimation of any discrepancy/ doubt shall be sent to the WESCO 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. 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. 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. 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. 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. 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 superscribed 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.**
- (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 Bidder is qualified to perform the Contract if the Bid is accepted;
- (i) Self attested copies of Purchase Orders/Work Order (all pages) 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 Test Reports from CPRI or NABL Accredited Testing Laboratory for the offered equipments 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) Self attested copies of Profit & Loss Accounts & Audited Balance sheet indicating Turnover for best 3 financial years out of last 5 financial years.
- (d) Self attested copy of 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 any Scheduled Bank in favour of “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 Regd. 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 superscribed as “Price Bid”**)

9. 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....., Date ..., Date of Opening..... & 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:

A/C payee demand draft in favour of Administrator WESCO Utility ,Burla. issued by any scheduled bank payable at Burla/Sambalpur.

OR

Bank Guarantee in favour of “Administrator WESCO Utility ” issued by any Scheduled bank encashable at local branch at Burla/Sambalpur only. The BG shall be strictly as per the format enclosed at Section – V, Annexure – X and should be valid for minimum 210 days from the date of opening of Technical bid.

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 seller fails to supply the materials/equipment during the contractual delivery period.

10. **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. **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. **BID CURRENCIES:**

- 12.1 Prices shall be quoted in Indian Rupees Only.

13. **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. **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.

15. **ALTERNATIVE BIDS:**

- 15.1 Bidders shall submit Bids, which comply with the Tender Documents. **Alternative bids shall not be considered for evaluation.**

16. **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. 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 superscribed 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: At/PO: Burla, Dist: Sambalpur - 768017, Odisha

Phone: (0663)2431297, Facsimile: (0663) 2432115

E-Mail: wesco@wesoorissa.com, Web site: www.wesoorissa.com.

b) Bear the Project name as: “**Design, Manufacture, Testing, Inspection and Supply of Materials.** as per **Schedule of Requirement in Section-I**) -Tender Notice No. : **Tender Notice No. : WESCO/O&M/ Rec.transformer Oil/03,dt-08.11.2016**

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. 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 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. 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. 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. 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 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. 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. 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 be allowed to be made responsive by the Bidder by correction of the non – conformity.

25 **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 price (L1) of more than one responsive bidder (s) is 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, L5bidders in sequence to match L1 price (Landed cost).

26.1 **CONTACTING THE PURCHASER:**

- 26.1.1 From the time between Bids 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. SECURITY DEPOSIT

Security deposit for lifting of Burnt/used transformer oil- Before lifting of used transformer oil from our store the bidder has to furnished the security deposit in shape of BG from any nationalize bank in favor of The Administrator, WESCO Utility @ Rs.45.00 per liter. The BG will be valid from the date of lifting of used oil till competition & retune of reclaim oil to our store

29. CORRUPT OR FRAUDULENT PRACTICE:

29.1 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.

29.2 Furthermore, Bidders shall be aware of the provision stated in the General Terms and conditions of Contract.

30.0 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 may result in disqualify.

SECTION –III

GENERAL TERMS AND CONDITIONS OF CONTRACT (GTCC)

SECTION – III
GENERAL TRMS 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:

- 2.01 WESCO shall mean **the "Purchaser"** on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.02 "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.
- 2.03 "Site" shall mean the Electricity Distribution Area of the **Purchaser**.
- 2.04 "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as Instruction to Bidder, Bid form and other forms as per 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.
- 2.05 "Letter of Intent" shall mean the official notice issued by the Purchaser notifying the Contractor that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Intent" issued by the Purchaser shall be binding on the "Contractor".
- 2.06 "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.07 "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Technical specification.
- 2.08 "Offer Sheet" shall mean Bidder's firm offer submitted to Purchaser in accordance with the specification.
- 2.09 "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:

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

4.0 SCOPE OF WORK:

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

5.0 GENERAL REQUIREMENTS:

- 5.01 The seller shall supply, deliver best quality Goods/Materials/Equipments & conduct the testing at their works of highest standards.
26 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.

7.0 INSPECTION & TESTING:

- i) 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.
ii) 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.
iii) 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 at least three copies of the test certificates to the Purchaser.
iv) 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.
v) 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.

8.0 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.

9.0 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.

10.0 **EXPERIENCE OF BIDDERS:**

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

i) Name of the manufacturer:

ii) Standing of the firm for manufacture of equipment/material quoted:

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

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

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

vi) A list of Purchase orders, executed during the last three years along with user's certificate and copies of Purchase orders.

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

11.0 **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.

12.0 **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.

13.0 **PRICE BASIS:**

13.01 (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.

14.0 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 any 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.

15.0 PRICE VALIDITY:

15.01 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.

16.0 GUARANTEE:

16.01 **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.**

16.02 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.

17.0 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).

18.0 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.

19.0 EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT:

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

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

21.0 PENALTY:

21.01 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.

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

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

22. 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.

23. 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.

24.0 COMMISSIONING SPARES:

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

25.0 DISPUTE RESOLUTION & JURISDICTION OF CONTRACT:

25.01 Any dispute arising out of this contract shall be referred to the A.O of WESCO utility who shall decide the case as sole arbitrator.

25.02 For the purpose of dispute resolution, this agreement shall be governed by the provision of Arbitration & Conciliation Act, 1996.

25.03 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.

26.0 EVENTS OF DEFAULT:

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

(a) Seller fails or refuses to pay any amount due under the Contracts.

(b) 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.

(c) Seller becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization

proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Seller's creditors file any petition relating to bankruptcy of Seller;

(d) Seller otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Seller of notice of such failure from Purchaser.

27.0 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.

28.0 FORCE MAJEURE:

28.01 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 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.

28.02 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which the cause lasts.

28.03 Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than seven (7) days give written notice of such 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.

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

29 **INDEMNIFY**

29.1 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 SPECIFICATIONS

TECHNICAL SPECIFICATION FOR RECLAMATION TRANSFORMER OIL

1.0 **SCOPE :**

The Specification covers processing, testing, supply & delivery and the requirements of insulating oil of petroleum origin suitable for use as insulating and heat transfer medium and are quenching medium in Power/Distribution transformers and other equipments used in WESCO Utility.

The oils covered by this standard are of low viscosity type and completely free from additives. The oil should contain minimum amount of impurities including moisture, sludge and should have some specified physical and chemical properties as detailed in the specification.

2.0 **SERVICE CONDITION :**

The transformer oil will be used in WESCO Utility Distribution Transformer and in outdoor sub-stations of various types subjected to all sorts of seasonal weather variations considering tropical and humid climate of West Bengal and rain, thunder-storms along with impact of dust particles on the transformers. The transformer oil should maintain the desired characteristics despite operation under severe service conditions with all types of above transformers manufactured in India including those fitted with on-load tap changing equipment. The temperature of the oil may rise up to 95°C under extreme conditions. The processing may cement on the varnish preferred in insulation of coils etc. due to probable effect on the oil including the design feature for accessibility of air, if required.

3.0 **CHARACTERISTICS :**

The characteristics of the oil when it is sampled at the processor's works and / or at the point of delivery and tested in accordance with ISS: 335 – 1993 should comply with the results given in the IS specification (ISS : 335- 1993 along with its latest amendment will be applicable) except for certain characteristics for which the value applicable will be as shown in the specification sheet.

4.0 **SAMPLING AND TESTING :**

Sampling of the oil shall be done in accordance with IS:6855 – 1973 and the tests shall be carried out in accordance with the test methods referred to IS:335-1993 with latest amendments and modified limit of moisture content only, in the processor's laboratory arranged by them. The list of instruments available in the processing's laboratory for rigorous testing, should be furnished along with the quotation. Any test, which cannot be carried out in their laboratory, should be clearly stated in the offer. Those who have no major testing facilities in their laboratories need not quote.

4.1 According to General Conditions of Contract, WESCO Utility reserves the right to carry out In house testing of the supplied materials at destination stores, in presence of authorized representative of the Processing unit. In case the test results deviates from the offered specification (more than 2% tolerance as per IS where ever applicable), the Company reserves the right to cancel the specific lot and in that event materials are to be replaced by the Processing unit free of cost including the transportation from the site to their works and back.

5.0 **CALIBRATION :**

According to General Conditions of Contract, the instruments/equipment required for Inspection & Testing should have valid calibration as per following guideline:

- (a) Calibration Certificate issued by Laboratory accredited by NABL may be accepted unconditionally provided the certificate bears an Accreditation body Logo.
- (b) For Testing equipments, where NABL Accreditation is not available, Calibration Certificate from Educational Institutions like IIT's, NIT's, J.U., C.U., BHU only can be accepted provided they can demonstrate traceability.

Necessary confirmation regarding above is to be given along with inspection offer failing which the inspection offer will not be accepted. If during inspection & testing, the suppliers fail to produce Calibration Certificate as indicated above the offered lot may be rejected

6.0 **PACKING :**

The tenderer should indicate in their offer whether they could supply transformer oil in I.S.I. Marked barrels. If

they are not in a position to supply transformer oil in ISI marked barrels, their offer may not be considered. The transformer oil should be delivered in sealed non-returnable epoxy coated new steel barrels each containing 209/210 litres of oil. The barrels should conform to Type A or B of ISS: 1783 – 1974.

7.0 **TEST REPORTS AND TYPE TESTS :**

The bidder shall submit complete test reports of all tests (including Type Test) as stipulated in relevant IS with complete identification and date, carried out in Central Power Research Institute on the tendered item. Copies of Type Test Report as per latest IS, carried out within five (5) years from due date of Tender, from Central Power Research Institute shall be submitted along with the offer as pre-requisites. Otherwise the offer may be rejected.

10.0 **PROCESSING UNIT :**

Name and address of Processing Unit where the base product is processed are also to be mentioned in the offer.

11.0 **MARKING :**

Each drum shall be legibly and indelibly marked with the following:

- (a) Processing unit name, (b) Name of the material, (c) Quantity in litres,
- (d) Date and lot of manufacture, (e) Name of Consignee as “WESCO UTILITY”.

REQUIRED SPECIFICATION OF RECLAMATION TRANSFORMER OIL

<u>SL. NO.</u>	<u>CHARACTERISTICS</u>	<u>VALUES PROPOSED AS PER TENDER SPECIFICATION conforming to IS 335:1993</u>
1)	Appearance	Clear and transparent free from suspended matter or sediments.
2)	Density at 29.5°C (Max) gm/cc	0.89
3)	Viscosity, Kinematic at 27°C (Max)	27
4)	Interfacial Tension at 27°C (Min) Newton / M	0.04
5)	Flash point, Pensky-Marten (Closed) in °C (min).	140
6)	Pour point in °C (Max)	- 06
7)	Neutralization value	
	a) Total acidity, mg KOH/gm (Max)	0.03

	b) Inorganic acidity / alkalinity	Nil
8)	Corrosive sulphur (Copper strip) 19 hours at 140 °C	Non corrosive.
9)	Electric strength (Breakdown Voltage) KV (rms).	
	a) New unfiltered oil (min).	30
	b) After filtration (min).	60
10)	Dielectric dissipation factor (Tan Delta) at 90°C (Max).	0.002
11)	Specific resistance (resistivity)	
	a) at 90°C , ohm-cms (Min)	35 x 10 ¹²
	b) at 27°C , ohm-cms (Min)	1500 x 10 ¹²
12)	Oxidation stability.	
	a) Neutralisation value, after Oxidation for 164 hours at 100 ° C mg KOH/gm (Max).	0.40
	b) Total sludge, after 164 hours At 100 ° C wt. % (max).	0.10
13)	Ageing characteristics after accelerated Ageing (open beaker method with copper Catalyst) for 96 hours at 115 ° C	
	a) Specific resistance (resistivity)	
	i) at 27°C , ohm-cms (Min)	
	ii) at 90°C , ohm-cms (Min)	2.5 x 10 ¹²
	b) Dielectric dissipation factor (Tan Delta) at 90°C (Max)	0.2 x 10 ¹²
	c) Total acidity, mg KOH/gm (max)	0.2
	d) Total sludge value, Wt. % (max)	0.05
14)	Presence of oxidation inhibitor	0.05
		The oil shall not contain anti oxidant additives.
15)	Water content, ppm (max)	20

The tenderer shall also furnish:

- a) Details of barrel (Size, gauge inside/outside coating/weight of empty drum not less than 18 Kg.).
- b) List of equipments for testing of oil as per revised ISS.
- c) Electric strength(breakdown voltage) KV (Min)
 - i) Value of the fresh sample in the supplied sealed drums KV (Min).
 - ii) Value after filling in transformer up to & within 3 months (Min).

17) Reference IS Specification:

**IS-335-1993, IS-1448 –1967, IS-1448 –1976, IS-1448-1977,
IS-6103 -1971, IS-6104-1971,IS—6262-1971, IS-6792-1992,
IS-12177—1987,IS-13557 – 1992, IS-13631-1992.**

GUARANTEED TECHNICAL PARTICULARS

SL. NO.	CHARACTERISTICS	GUARANTEED VALUES OF TENDERER (TO BE STATED BY TENDERER)
1	Appearance	
2	Density at 29.5°C (Max) gm/cc	
3	Viscosity, Kinematic at 27°C (Max)	
4	Interfacial Tension at 27°C (Min) Newton / M	
5	Flash point, Pensky Marten (Closed) in °C (min).	
6	Pour point in °C (Max)	
7	Neutralization value	
	a) Total acidity, mg KOH/gm (Max)	
	b) Inorganic acidity / alkalinity	
8	Corrosive sulphur (Copper strip) 19 hours at 140 °C	
9	Electric strength (Breakdown Voltage) KV (rms).	
	a) New unfiltered oil (min).	
	b) After filtration (min).	
10	Dielectric dissipation factor (Tan Delta) at 90°C (Max).	
11	Specific resistance (resistivity)	
	a) at 90°C , ohm-cms (Min)	
	b) at 27°C , ohm-cms (Min)	
12	Oxidation stability.	
	a) Neutralization value, after Oxidation for 164 hours at 100 ° C mg KOH/gm (Max).	
	b) Total sludge, after 164 hours At 100 ° C wt. % (max).	
13	Ageing characteristics after accelerated Ageing (open beaker method with copper Catalyst) for 96 hours at 115 ° C	
	a) Specific resistance(resistivity)	

	i) at 27°C , ohm-cms (Min)	
	ii) at 90°C , ohm-cms (Min)	
	b) Dielectric dissipation factor (Tan Delta) at 90°C (Max)	
	c) Total acidity, mg KOH/gm (max)	
	d) Total sludge value, Wt. % (max)	
14	Presence of oxidation inhibitor	
15	Water content, ppm (max)	
16.	Quantity supplied after reclamation in percentage	

SECTION –V

LIST OF ANNEXURES

(SCHEDULES AND FORMATS)

ABSTRACT OF GENERAL TERMS AND CONDITIONS**(For supply of Materials)**

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 furnish security deposit in shape of
B.G. encashable at Burla/Sambalpur in case his tender is successful before
lifting of used/burnt transformer oil (As per clause no.-28 of Section-II (ITB):- Yes / No
14. Whether agreed to penalty for delayed delivery: - Yes / No
15. Whether agreed to Purchaser's standard terms of payment or not: Yes / No
16. 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.

Tender Notice No. : WESCO/O&M/ Rec.transformer Oil/03,dt-08.11.2016.

DECLARATION F O R M

To

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. ----- Date. -----.
- 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)

Tender Notice No. : WESCO/O&M/ Rec.transformer Oil/03,dt-08.11.2016.

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 _____ (indicate designation of Purchaser) Whereas Western Electricity Supply Company of Odisha Ltd.(WESCO) Regd. Office: N 1/22, IRC Village, Nayapalli, Bhubaneswar – 751015 registered under the Company Act 1956 (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 WESCO 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 WESCO 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 WESCO an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by WESCO 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 WESCO stating that the amount claimed is due by way of loss or damage caused to or suffered by WESCO 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 WESCO 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 unrevocable.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, the _____ Bank further agree that the guarantee herein contain shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and it shall continue to remain in force endorsable till all the dues of WESCO under by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till WESCO 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 WESCO 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 WESCO or any indulgence by WESCO 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 WESCO in writing.

Dated _____ the _____ day of Two thousand _____ .

Not withstanding 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 with branch code no.) 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 issuing Branch & main branch/specified branch at BBSR of issuing Bank.**

Tender Notice No. : WESCO/Dep./Line Materials/07, dt.08.11.2016

ANNEXURE – IV

GUARANTEED TECHNICAL PARTICULARS FOR LINE MATERIALS

(Signed copy to be submitted along with bid)

Bidders are required to submit the Guaranteed Technical Particulars as mentioned in the technical section-IV of this tender, with their offers, separately for each item. For the items. Where the GTP format is not available in section-IV, the bidder can furnish in any standard format, fully complying with the technical specifications mentioned in the sec-IV.

Annexure- V

Tender Notice No. : WESCO/O&M/ Rec.transformer Oil/03,dt-08.11.2016.

WESCO

Name of Bidder _____

Sl. No	Item Description	Unit	Quantity	Price for each unit							
				Unit Ex-Works 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	Reclamation of used (Burnt) Transformer Oil	KL									
2	Delivery of reclaimed oil in New M.S Barrels Conforming to IS : 1783	Nos									

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.

The above is to be duly filled up, signed and submitted in sealed condition in a separate envelop superscribed as “Part-II Bid – Price Bid”

ANNEXURE VI (A)

(TECHNICAL DEVIATION FORMAT)

Tender Notice No. : WESCO/O&M/ Rec.transformer Oil/03,dt-08.11.2016

Clause No	Prescribed as per Tender Specification	Deviation in the bidder's Offer

Bidder's Signature with Seal.

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.

(COMMERCIAL DEVIATION FORMAT)

Tender Notice No. : WESCO/O&M/ Rec.transformer Oil/03,dt-08.11.2016

Clause No	Prescribed as per Tender Specification	Provided in the bidder's Offer

Bidder's Signature with Seal.

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.

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.....By:

M/sa 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/sa 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 Forth 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 registered office at N 1/22, IRC Village, Nayapalli, 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 ISI Mark and 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. M/sshall 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.
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.
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.
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.
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.

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.
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.
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.
9. Capitalized terms used but not defined herein shall have the meaning as assigned to them to the Tender Documents and/or the agreements.
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 <.....>
Has been affixed in my/our presence
Pursuant to the Board of Director's
resolution dated.....

Signature.....
.....
....
Name.....
Designation.....
.....
... | For Lead/First Member

(Signature of authorized
representative)
Name
Designation

Common Seal of the company |
| 2. Common Seal of <.....>
Has been affixed in my/our presence
Pursuant to the Board of Director's
resolution dated.....

Signature.....
.....
....
Name.....
Designation.....
..... | For Second Member

(Signature of authorized
Representative)
Name
Designation

Common Seal of the company |

3. Common Seal of <.....>
Has been affixed in my/our presence
Pursuant to the Board of Director's
resolution dated.....

For Third Member

(Signature of authorized
representative)

Name
Designation

Signature.....
.....
....

Name.....
Designation.....

Common Seal of the company
.....

4. Common Seal of <.....>
Has been affixed in my/our presence
Pursuant to the Board of Director's resolution
dated.....

For Fourth Member

(Signature of authorized representative)

Name

..... Signature.....
Designation
.....

Name.....
Designation.....

Common Seal of the company
.....

WITNESSES

1.....
(Signature)

2.....
(Signature)

Name

Name

(Official address)

(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 atas our duly constituted lawful Attorney (hereinafter called “Lead Member”) to exercise all or any of the powers for supplyfor 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 irrecoverable 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 thisday ofunder 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: -----

Sir,

Tender Notice No: -----

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.

Place-
Date-

Yours faithfully,

Signature of the bidder with seal

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

ANNEXURE – 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 WESCO
Utility. [here in after referred to ~~as the WESCO~~] for ~~the purchase of~~
(Name of _____ 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
[Hereinafter referred to as „the Bank] at the request of M/S

[Herein after referred to as supplier (s)] do hereby unequivocally and unconditionally guarantee and undertake 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 this guarantee has been issued.

2. We the _____ On whose behalf [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 stating 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 210days 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 the _____ (date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ Bank [Indicate the name of the bank] or our local branch at 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 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 invocable at our place of business at Burla/Sambalpur [**Indicate name, address & branch code of the local branch at Burla/Sambalpur**] in the State of Odisha.

Dated _____Day of 2016.

Witness ((Signature, names & address)

- 1.
- 2

For_____ [Indicate the name of Bank]

Power of Attorney No._____

Date: _____

SEAL OF BANK

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

ANNEXURE- X (B)

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

Ref. No. _____

Dated: _____

WESCO Utility

Head Quarter Office, Burla, Sambalpur, Odisha- 768017

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

Dear Sirs,

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

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

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

Yours faithfully,

For _____

Manager/Agent/Accountant

Power of Attorney No. _____

Date: _____

SEAL OF BANK

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

