

**North Eastern Electricity Supply Company of Orissa Limited (NESCO)
Western Electricity Supply Company of Orissa Limited (WESCO)
Southern Electricity Supply Company of Orissa Limited (SOUTHCO)
Registered Office,
123, Sector-A, Zone-A, Mancheswar Industrial Estate, Bhubaneswar, Orissa-751010
Tel No. (0674) 2582728, Fax No. (0674) 2586343**

VOLUME- II

(Sample Forms)

2007-2008

(Tender Notification: CSO/04/O & M Materials)

Date: 31.03.2008

Annexure - I

BID FORM
DESIGN & SUPPLY OF O & M MATERIALS TO NESCO

To

**Central Services Office
(NESCO, WESCO & SOUTHCO)
Plot No. 123, Sector – A, Zone – A
Mancheswar Industrial Estate
Bhubaneswar – 751 010**

Sir,

1. We understand that NESCO is desirous of procuring 'O & M Materials' in it's licensed distribution network area in the sate of Orissa.

Registered Office of NESCO, WESCO & SOUTHCO

2. Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the goods in full conformity with the Drawings, Conditions of Contract and specifications for the sum of..... (figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
3. If our Bid is accepted, we undertake to deliver the entire goods within 60 days (2 months) from the date of award of purchase order/letter of intent.
4. If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 10% (Ten) percent of the total contract value for due performance of the Contract in accordance with the General Conditions of Contract.
5. We agree to abide by this Bid for a period of 120 days from the date fixed for bid opening under clause 9.0 of GCC, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We declare that we have studied the provision of Indian Income Tax Law and other Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.
7. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest, or any bid you may receive.
9. There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract, Clause 19 of GCC.

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

Signature..... In the capacity of

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

(IN BLOCK CAPITALS)

Annexure - II

FORMAT FOR BID SECURITY BANK GUARANTEE

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

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

KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch name and address], having our registered office at [address of the registered office of the bank] (hereinafter called "the Bank"), are bound unto North Eastern Electricity Company of Orissa Ltd., with it's Registered Office at Plot 123, Sector A, Zone A, Mancheswar Industrial Estate, Bhubaneswar – 751 010, (hereinafter called "the Purchaser") in the sum of Rsfor which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

Registered Office of NESCO, WESCO & SOUTHCO

THE CONDITIONS of this obligation are:

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

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

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

(signature of the bank)

Signature of the witness

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

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

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

To

NESCO Ltd.
Registered Office at :
Plot No. 123, Sector – A, Zone – A
Mancheswar Industrial Estate
Bhubaneswar – 751 010

Dear Sirs,

In consideration of the NESCO, here in after termed as "Purchaser" having awarded to M/s. with its Registered Office/Head Office at..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Letter of Award No.dated.....and the same having been acknowledged by the Contractor, resulting in a Contract bearing No.

Registered Office of NESCO, WESCO & SOUTHCO

dated.....valued at.....for.....and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to *% (.....percent) of the said value of the Contract to the Purchaser.

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

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

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

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted toand it shall remain in force upto and including and shall be extended from time to time for such period (not exceeding one year),as may be desired by M/s..... on whose behalf this Guarantee has been given.

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

WITNESS

(Signature)..... (Signature).....

(Name)..... (Name).....

..... (Official Address)

Registered Office of NESCO, WESCO & SOUTHCO

(Designation with Bank Stamp)

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

Dated.....

NOTE:

1. *This sum shall be Ten percent (10%) of the Contract price.

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