



CENTRAL ELECTRICITY SUPPLY UTILITY OF ORISSA (CESU)

IDCO TOWERS (II nd Floor) , Janapath ,Bhubaneswar-751022

Phone : 2545681 , 2542895 , 2541727 , Fax : 0674- 2543125

Web Site : [www . cescoorissa . com .](http://www.cescoorissa.com)

SHORT TENDER NOTICE

Tender Notice No. CESU / A & C / Control Cables/ 337 / 08-09 / **35151** / Dt. **30.09.2008**

For and on behalf of CESU, the undersigned invites Sealed tenders in duplicate (Two separate envelopes) duly Super scribing the Tender No. & Due Date of opening from reputed manufacturers having valid B.I.S License for supply of ISI Marked Control Cables of different sizes conforming to IS 1554(Part-1) – 1988 along with it's latest & Guaranteed Technical Particulars enclosed in our Detail Tender Notice published in our web-site . Last date / Time of submission of Bids is Dt.17.10.2008 / 1.00PM.

For down loading detail Tender Notice, please visit our website : -

www.cescoorissa.com. In case of any discrepancy between the tender document down loaded from internet and the master copy available in our office, the later shall prevail and will be binding on the bidders.

**Chief General Manager
(APDRP & Contracts)**

Memo No. **35152**

Dt. **30.09.2008**

Copy with enclosures forwarded to

C.O.O / Sr. G.M. (Fin) / G.M. (Tech.) / DDO / Cash Section / Notice Board of this office for information & necessary action.

D.M. (P.R.) of this office for information. This Short Tender Notice is to be published in one Leading ORIYA and one leading English News Papers having All India circulation with publication in Indiatimes Tenders Portal / website www.tenders.indiatimes.com.

Manager (IT) for display in Website , the details are enclosed.

Copy to Concerned Files - 5 Nos

Encl : - As above

**Chief General Manager
(APDRP & Contracts)**



CENTRAL ELECTRICITY SUPPLY UTILITY OF ORISSA
IDCO TOWERS (II nd Floor) , Janapath ,Bhubaneswar-751022
Phone : 2545681 , 2542895 , 2541727 , Fax : 0674- 2543125
Web Site : www . cescoorissa . com .

DETAILS OF ENCLOSURE FOR WEBSITE : - www.cescoorissa.com

Against Short Tender Notice No. CESU / A&C / Control Cable / 337 / 35151

Dt. 30.09.2008

For and on behalf of CESU, the undersigned invites Sealed tenders in duplicate (Two separate envelops) under System Improvement Scheme duly Super scribing the Tender No. & Due Date of opening from reputed manufacturers only for supply of ISI Marked Un-armored / Armored Control Cables conforming to IS 1554 (Part-I) -1988 along with it's latest Amendments and the Guaranteed Technical Particulars enclosed as per the schedule below.

| Sl. No | Size of Control Cables Required | Quantity Required (in meters) | | E.M.D. (Rs) | Due Date of Submission & Opening |
|--------|---------------------------------|-------------------------------|---------------|---------------|----------------------------------|
| | | Un-Armoured Type | Armoured Type | | |
| 1 | 2 | 3 | 4 | 6 | 7 |
| 1 | 2.5mm ² X 2 Core | 1000 | 500 | 25,000.00 | 17.10.2008 |
| 2 | 2.5mm ² X 3 Core | 3000 | 1000 | | |
| 3 | 2.5mm ² X 4 Core | 2000 | 1000 | | |
| 4 | 2.5mm ² X 7 Core | 1500 | 500 | | |
| 5 | 2.5mm ² X 9 Core | 800 | 500 | | |
| 6 | 2.5mm ² X 10 Core | 0 | 5000 | | |

QUALIFYING REQUIREMENTS :

- A) The bidder should have supplied at least tendered quantity of Un-Armoured / Armoured Control Cables of above sizes or higher in the last three financial years. Self attested copies of Purchase Orders successfully executed must be furnished to support this claim.
- B) The bidder should be a manufacturer of ISI marked Control Cables of tendered sizes or higher. Self attested copy of the valid B.I.S License to use ISI marks must be furnished.

- C Annual average turn over of the bidders over last 3 financial years should not be less than Rs.1.00 Crores.
) Audited Balance Sheet and Profit & Loss account for last 3 financial years are to be submitted.
- D The Control Cables of offered sizes or higher should have been type-tested at CPRI / National Government
) Laboratory within last 5 years. Self attested copies of required type test report are to be submitted.

TERMS & CONDITIONS : -

- 1 The offer should contain a) General Technical Particulars format duly signed by the bidder as per the format enclosed at Annexure – I & II, b) Self attested copies of Purchase Orders executed in last financial year, c) Audited Balance Sheet & Profit & Loss account for last 3 Financial years, (d) Type Test Reports of offered cables, e) Valid B.I.S License f) Deviation if any to our technical / commercial requirement as per our Non-compliance schedule at Annexure – III, g) Price Schedule duly filled in and signed as per Annexure – IV & V, h) Agreement to General Terms & Conditions (Annexure-VI) duly filled in & Signed (i) EMD amounting Rs.25,000.00 in the manner in the manner indicated below at sl.2. i) Valid DIC Registration, PAN No., VATCC / STCC . The offer is to be valid for 60 days from the date of opening.
- 2 The offer should be accompanied with EMD in shape of D.D. in favour of CESU payable at Bhubaneswar failing which the offer shall not be considered. No previous deposit with us shall be adjusted for EMD. The EMD shall be forfeited if the order is not executed / accepted within stipulated period.
- 3 The offer should contain a price schedule as per Annexure IV & V of this Tender Notice indicating all the Commercial details including the Unit Price for Ex - factory, Packing & Forwarding, Excise Duty, VAT, Entry Tax, Freight & Insurance. Lastly the unit Landing cost at our Stores Depot at Choudwar // Bhubaneswar is to be submitted. The prices are to be Firm. Offers with Price Variation shall be rejected out right. The supply is to be completed within 60 days of issue of Order. Any delay // deviation in execution shall attract penalty of 0.5 % per week subject to maximum of 5 %.
- 4 The pre dispatch inspection shall be done by the Authorised representative of the purchaser and then the materials shall be dispatched to our Stores. The purchaser may also engage a third party for such inspection.
- 5 The performance B.G. of 10 % of the Contract Price is to be submitted as per the prescribed format enclosed at Annexure – VII with validity up to 24 months from the date of issue of the Purchase Order. Further extension of validity if required must be submitted before one month of expiry. Or else the performance B.G. amount shall be deducted accordingly from each bill & this shall be released after completion of Guarantee period.
- 6 The materials are to be guaranteed for trouble free performances for a period of 18 months from the date of delivery // last supply or 12 months from the date of actual use, whichever is earlier. If any defect is noticed during the above period, you shall replace the equivalent quantity of the defective material free of cost.
- 7 In case of any dispute arising out of the P.O., the jurisdiction of the court will be Bhubaneswar. Neither party should go out of this place to decide in the matter.

- 8 Full payment will be released within 15 days from the date of receipt of materials at our Stores in good condition and verification thereof subject to submission and approval of Composite P.B.G. of 10 % of order value, approval of GC & TC. In case of failure to furnish P.B.G as per our format, 90 % payment shall be released and balance 10 % shall be released after submission and acceptance of P.B.G or expiry of guarantee period which ever is earlier.
- 9 The bids shall be evaluated first on the basis of Technical and commercial terms offered. Then the bids, which qualify the technical-commercial requirements, shall be considered for price comparison.
- 1 No Telegraphic or Fax tender will be accepted.
- 0
- 1 The Tender is to be submitted by 1 P.M. of due date of opening & shall be opened on the same day
- 1 at 3.30 P.M.

The Authority reserves the right to increase or decrease the quantity // distribute the quantities among tenderers & the right to accept all // any tender or reject the tenders without assigning any reason there of.

- Encl : - 1) Guaranteed Technical Particulars (Annexure – I & II)
2) Non-Compliance Schedule- (Annexure – III)
3) Price Schedule 2 nos.(Annexure – IV &V)
4) Agreement to General Terms & Conditions (Annexure – VI)
5) Performance B.G. Format – (Annexure – VII)

Chief. General Manager
(APDRP & Contracts)

ANNEXURE - I

GUARANTEED TECHNICAL PARTICULARS FOR CONTROL CABLES (UN- ARMoured)

| Sl. No. | Description | 2 X 2.5mm ² | 3 X 2.5mm ² | 4 X 2.5mm ² | 7 X 2.5mm ² | 9 X 2.5mm ² |
|---------|---|------------------------|------------------------|------------------------|------------------------|------------------------|
| 1 | CONDUCTORS | Requirement | Requirement | Requirement | Requirement | Requirement |
| a | Material | Copper | Copper | Copper | Copper | Copper |
| b | Shape of Conductor | Circular | Circular | Circular | Circular | Circular |
| c | No. of Strands | Single | Single | Single | Single | Single |
| d | Wire dia. in mm. | 1.8 | 1.8 | 1.8 | 1.8 | 1.8 |
| e | Maxm. D.C. Resistance per core at 20 deg. C (Ohm /Km.) | 7.41 | 7.41 | 7.41 | 7.41 | 7.41 |
| f | Standard to which the Conductor conforms. | IS:8130:1984 | IS:8130:1984 | IS:8130:1984 | IS:8130:1984 | IS:8130:1984 |
| 2 | No. of Cores | 2 | 3 | 4 | 7 | 9 |
| 3 | INSULATION | | | | | |
| a | Type of Insulation | PVC Type-A | PVC Type-A | PVC Type-A | PVC Type-A | PVC Type-A |
| b | Average thickness of insulation(mm) | 0.9 | 0.9 | 0.9 | 0.9 | 0.9 |
| c | Tolerance in thickness of insulation(mm) | 0.1+0.1Xts | 0.1+0.1Xts | 0.1+0.1Xts | 0.1+0.1Xts | 0.1+0.1Xts |
| d | Standard to which the Insulation conforms. | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 |
| e | Core Identification Method | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 |
| 4 | INNER SHEATHING | | | | | |
| a | Inner sheath material | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I |
| b | Thickness of inner sheath in mm. | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 |
| 5 | OUTER SHEATHING | | | | | |
| a | Outer sheath material | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I |
| b | Thickness of outer sheath in mm. | 1.8 | 1.8 | 1.8 | 1.8 | 1.8 |
| c | Tolerance in thickness of sheath(mm) | 0.2+0.2Xts | 0.2+0.2Xts | 0.2+0.2Xts | 0.2+0.2Xts | 0.2+0.2Xts |
| d | Standard to which the sheathing conforms. | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 |

| Sl. No. | Description | 2 X 2.5mm ² | 3 X 2.5mm ² | 4 X 2.5mm ² | 7 X 2.5mm ² | 9 X 2.5mm ² |
|---------|--|--|--|--|--|--|
| | | Requirement | Requirement | Requirement | Requirement | Requirement |
| 6 | Approximate overall dia of the cable(mm) | 11.4 | 11.9 | 12.9 | 15 | 17.9 |
| 7 | Standard to which the cable conforms | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 |
| 8 | Standard length of cable in meters to be supplied. | 500 /1000 (+/- 5%) | 500 /1000 (+/- 5%) | 500 /1000 (+/- 5%) | 500 /1000 (+/- 5%) | 500 /1000 (+/- 5%) |
| 9 | Minimum Tensile Strength of insulation (N/mm ²) | 12.5 | 12.5 | 12.5 | 12.5 | 12.5 |
| 10 | Minimum elongation of insulation | 125% | 125% | 125% | 125% | 125% |
| 11 | Insulation Resistance (M Ohm Km) | 36.7 | 36.7 | 36.7 | 36.7 | 36.7 |
| 12 | Continuous Current carrying capacity in air (Amp.) | 27 | 28 | 28 | 20 | 16 |
| 13 | Continuous Current carrying capacity in ground (Amp.) | 32 | 30 | 30 | 22 | 20 |
| 14 | Short Circuit Current of cable for 1 sec. (K.A) | 0.288 | 0.288 | 0.288 | 0.288 | 0.288 |
| 15 | Marking on Cable Drum | As per Clause 18.2 of IS : 1554(Part 1) - 1988 | As per Clause 18.2 of IS : 1554(Part 1) - 1988 | As per Clause 18.2 of IS : 1554(Part 1) - 1988 | As per Clause 18.2 of IS : 1554(Part 1) - 1988 | As per Clause 18.2 of IS : 1554(Part 1) - 1988 |
| 16 | Embossing on insulation at each one meter interval of the cable. | As per our Purchase Order | As per our Purchase Order | As per our Purchase Order | As per our Purchase Order | As per our Purchase Order |

ANNEXURE - II

GUARANTEED TECHNICAL PARTICULARS FOR CONTROL CABLES (ARMoured)

| Sl. No. | Description | 2 X 2.5mm ² | 3 X 2.5mm ² | 4 X 2.5mm ² | 7 X 2.5mm ² | 9 X 2.5mm ² | 10 X 2.5mm ² |
|----------|---|---|---|---|---|---|---|
| 1 | CONDUCTORS | Requirement | Requirement | Requirement | Requirement | Requirement | Requirement |
| a | Material | Copper | Copper | Copper | Copper | Copper | Copper |
| b | Shape of Conductor | Circular | Circular | Circular | Circular | Circular | Circular |
| c | No. of Strands | Single | Single | Single | Single | Single | Single |
| d | Wire dia. in mm. | 1.8 | 1.8 | 1.8 | 1.8 | 1.8 | 1.8 |
| e | Maxm. D.C. Resistance per core at 20 deg. C (Ohm /Km.) | 7.41 | 7.41 | 7.41 | 7.41 | 7.41 | 7.41 |
| f | Standard to which the Conductor conforms. | IS:8130:1984 | IS:8130:1984 | IS:8130:1984 | IS:8130:1984 | IS:8130:1984 | IS:8130:1984 |
| 2 | No. of Cores | 2 | 3 | 4 | 7 | 9 | 10 |
| 3 | INSULATION | | | | | | |
| a | Type of Insulation | PVC Type-A | PVC Type-A | PVC Type-A | PVC Type-A | PVC Type-A | PVC Type-A |
| b | Average thickness of insulation(mm) | 1.2 | 1.2 | 1.2 | 1.2 | 1.2 | 1.2 |
| c | Tolerance in thickness of insulation(mm) | 0.1+0.1Xts | 0.1+0.1Xts | 0.1+0.1Xts | 0.1+0.1Xts | 0.1+0.1Xts | 0.1+0.1Xts |
| d | Standard to which the Insulation conforms. | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 |
| e | Core Identification Method | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 |
| 4 | INNER SHEATHING | | | | | | |
| a | Inner sheath material | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I |
| b | Thickness of inner sheath in mm. | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 |
| 5 | Armouring | | | | | | |
| a | Material & Type | Galvanised steel wire as per IS : 3975 - 1979 | Galvanised steel wire as per IS : 3975 - 1979 | Galvanised steel wire as per IS : 3975 - 1979 | Galvanised steel wire as per IS : 3975 - 1979 | Galvanised steel wire as per IS : 3975 - 1979 | Galvanised steel wire as per IS : 3975 - 1979 |
| b | Nominal dia. of armour wire | 1.4mm +/- 10% | 1.4mm +/- 10% | 1.4mm +/- 10% | 1.4mm +/- 10% | 0.8 X4mm +/- 10% | 1.6mm +/- 10% |
| 6 | OUTER SHEATHING | | | | | | |
| a | Outer sheath material | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I | PVC Type ST-I |
| b | Thickness of outer sheath in mm. | 1.24 | 1.24 | 1.24 | 1.24 | 1.4 | 1.4 |
| c | Tolerance in thickness of sheath(mm) | N/A | N/A | N/A | N/A | N/A | N/A |

| Sl. No. | Description | 2 X 2.5mm2 | 3 X 2.5mm2 | 4 X 2.5mm2 | 7 X 2.5mm2 | 9 X 2.5mm2 | 10 X 2.5mm2 |
|---------|--|--|--|--|--|--|--|
| | | Requirement | Requirement | Requirement | Requirement | Requirement | Requirement |
| d | Standard to which the sheathing conforms. | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 | IS:5831-1984 |
| 7 | Approximate overall dia of the cable(mm) | 13.1 | 13.6 | 14.6 | 16.7 | 18.7 | 23.5 |
| 8 | Standard to which the cable conforms | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 | IS : 1554(PT-1)/1988 |
| 9 | Standard length of cable in meters to be supplied. | 500 /1000 (+/- 5%) | 500 /1000 (+/- 5%) | 500 /1000 (+/- 5%) | 500 /1000 (+/- 5%) | 500 /1000 (+/- 5%) | 500 /1000 (+/- 5%) |
| 10 | Minimum Tensile Strength of insulation (N/mm2) | 12.5 | 12.5 | 12.5 | 12.5 | 12.5 | 12.5 |
| 11 | Minimum elongation of insulation | 125% | 125% | 125% | 125% | 125% | 125% |
| 12 | Insulation Resistance (M Ohm Km) | 36.7 | 36.7 | 36.7 | 36.7 | 36.7 | 36.7 |
| 13 | Continuous Current carrying capacity in air (Amp.) | 27 | 28 | 28 | 20 | 16 | 15 |
| 14 | Continuous Current carrying capacity in ground (Amp.) | 32 | 30 | 30 | 22 | 20 | 18 |
| 15 | Short Circuit Current of cable for 1 sec. (K.A) | 0.288 | 0.288 | 0.288 | 0.288 | 0.288 | 0.288 |
| 16 | Marking on Cable Drum | As per Clause 18.2 of IS : 1554(Part 1) – 1988 | As per Clause 18.2 of IS : 1554(Part 1) – 1988 | As per Clause 18.2 of IS : 1554(Part 1) – 1988 | As per Clause 18.2 of IS : 1554(Part 1) – 1988 | As per Clause 18.2 of IS : 1554(Part 1) – 1988 | As per Clause 18.2 of IS : 1554(Part 1) – 1988 |
| 17 | Embossing on insulation at each one meter interval of the cable. | As per our Purchase Order | As per our Purchase Order | As per our Purchase Order | As per our Purchase Order | As per our Purchase Order | As per our Purchase Order |

ANNEXURE - III

NON COMPLAINT SCHEDULE :

On this schedule the bidder shall provide a list of non-compliance / deviations of offered materials with our Guaranteed Technical Particulars & other terms and conditions contained in our Tender Notice. Each non-compliance shall be referred to the relevant specification clause / sl no. of the Tender Notice. Any deviation not mentioned in this schedule shall not be considered as a valid deviation during evaluation process. In such cases the bidder shall be deemed to have agreed to our tender terms & Guaranteed Technical Particulars.

| Ref. Clause / Sl.No. as per Tender Notice. | Non Compliance / Deviation |
|---|-----------------------------------|
| | |

Signature of the bidder with seal.

ANNEXURE - IV

PRICE SCHEDULE (Un-Armoured type Control Cable)

| Sl. No. | Size of Control Cable offered | Unit | Qty. Offered in Mts. | Unit Ex-Works Price Offered per Km.(Rs.) | Freight & insurance. | Excise Duty with ED Cess | VAT | Entry Tax | Total Unit Price to the point of Delivery | Total Price (Rs.) |
|----------------|--------------------------------------|-------------|-----------------------------|---|---------------------------------|---------------------------------|------------|------------------|--|---------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | (4X10) = 11 |
| 1 | 2.5mm ² X 2 Core | Mts. | | | | | | | | |
| 2 | 2.5mm ² X 3 Core | Mts. | | | | | | | | |
| 3 | 2.5mm ² X 4 Core | Mts. | | | | | | | | |
| 4 | 2.5mm ² X 7 Core | Mts. | | | | | | | | |
| 5 | 2.5mm ² X 9 Core | Mts. | | | | | | | | |

Signature of the bidder with Company Seal

ANNEXURE - V

PRICE SCHEDULE (Armoured type Control Cable)

| Sl. No. | Size of Control Cable offered | Unit | Qty. Offered in Mts. | Unit Ex-Works Price Offered per Km.(Rs.) | Freight & insurance. | Excise Duty with ED Cess | VAT | Entry Tax | Total Unit Price to the point of Delivery | Total Price (Rs.) |
|----------------|--------------------------------------|-------------|-----------------------------|---|---------------------------------|---------------------------------|------------|------------------|--|--------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | (4X10) = 11 |
| 1 | 2.5mm ² X 2 Core | Mts. | | | | | | | | |
| 2 | 2.5mm ² X 3 Core | Mts. | | | | | | | | |
| 3 | 2.5mm ² X 4 Core | Mts. | | | | | | | | |
| 4 | 2.5mm ² X 7 Core | Mts. | | | | | | | | |
| 5 | 2.5mm ² X 9 Core | Mts. | | | | | | | | |
| 6 | 2.5mm ² X 10 Core | Mts. | | | | | | | | |

Signature of the bidder with Company Seal

ANNEXURE - VI

ABSTRACT OF GENERAL TERMS AND CONDITIONS

Short Tender Notice No

Dt.

| Sl. No. | Description. | |
|----------------|---|-----------|
| 1. | E.M.D Details. Amount / D.D No & Dt/ Name of the Bank, Branch to be indicated | |
| 2. | Whether Manufacturer's Supply Experience (Self Attested copies of P.Os executed) submitted. | Yes / No. |
| 3 | Whether Non-compliance schedule (Annexure-III) duly filled in and submitted | Yes / No. |
| 5 | Type Test Certificate from any National Testing Laboratory Submitted. | Yes / No. |
| 6 | Whether Guaranteed Technical Particulars enclosed in Annexure I & II duly signed & Submitted | Yes / No. |
| 7 | Delivery (Whether agreeable to CESU terms) | Yes / No. |
| 8 | Guarantee (Whether agreeable to CESU norms.) | Yes / No. |
| 9 | Terms of Payment (Whether agreeable to CESU norms. | Yes / No. |
| 10 | Whether Audited Annual Accounts for last 3 financial years furnished. | Yes / No. |
| 11. | Whether agreeable to furnish 10 % Performance Bank Guarantee as per CESU prescribed format if the contract is awarded . | Yes / No. |
| 12 | Validity of Price Offered (to be indicated) | |
| 13 | Whether copy of valid license to use ISI Marks submitted (if yes please mention Licence No/Dt.& its validity period) | Yes / No. |
| 14 | Whether price schedule (Annexure IV & V) duly filled in and submitted | Yes/No |

Signature of the bidder with Company Seal

(This form is to be duly filled up by the bidder & submit along with the Tender)

ANNEXURE - VII

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

This Guarantee Bond is executed this ____ day of _____ 2007 by us the _____ Bank at _____

P.O. _____ P.S. _____ Dist _____ State _____

(indicate designation of purchaser)

Whereas the CENTRAL ELECTRICITY SUPPLY UTILITY OF ORISSA , Head Office - IDCO Tower (II nd Floor) , Bhubaneswar – 751 022 a Body corporate , constituted under the Electricity Act, 2003 (here in after called “the CESU”) 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 CESU 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 CESU 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 the CESU 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 CESU an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the CESU by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, the _____ Bank do hereby undertake to pay the amounts due and payable under the guarantee without any demur, merely on a demand from the CESU stating that the amount claimed is due by way of loss or damage caused to or suffered by CESU 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 the CESU any money so demanded notwithstanding any dispute or dispute raised by the Contractor(s) in any suit or proceeding instituted/ pending before any court or Tribunal relating thereto our liability under this Agreement being absolute and irrevocable.

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

4. We, the _____ Bank further agree that the guarantee herein contain shall

remain in full force and affect during the period that would be taken for the performance of the said Agreement and it shall continue to remain in force endorsable till all the dues of the CESU under by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till CENTRAL ELECTRICITY SUPPLY UTILITY OF ORISSA 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.)

_____, Bhubaneswar / Cuttack in writing on or before _____ (date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____ Bank further agree that the CESU 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 the CESU or any indulgence by the CESU 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 the CESU in writing.

Dated _____ the _____ day of Two thousand _____ .

Notwithstanding anything contained herein above, Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____) only.

The Bank Guarantee shall be valid up to _____ only.

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

For _____
(indicate the name of the Bank)

N.B.:

(1) Name of the Contractor:

(2) No. & date of the purchase order / agreement:

(3) Amount of P.O. :

(4) Name of Materials :

(5) Name of the Bank:

(6) Amount of the Bank Guarantee:

(7) Name, Address and Code No. of the Local Branch:

(8) Validity period or date up to which the agreement is valid:

(9) Signature of the Constituent Authority of the Bank with seal:

(10) Name & addresses of the Witnesses with signature:

(11) The Bank Guarantee shall be accepted only after getting confirmation from the respective Banks.