

# **Procurement of Spot Billing Machines (SBMs)**

**NESCO/WESCO/SOUTHCO**

**TENDER NOTICE No.: CSO/IT/1/2012/SBMs**

**Date: 11.01.2012**

<b>Pre Bid Discussion</b>	<b>:</b>	<b>Date 19.01.2012</b>
<b>Bid Submission</b>	<b>:</b>	<b>Date 27.01.2012 (up to 1 PM)</b>
<b>Opening of Technical Bid</b>	<b>:</b>	<b>Date 27.01.2012 (3 PM)</b>

**SECTION -I**  
**Notice Inviting Tender (NIT)**

**Introduction**

NESCO, WESCO & SOUTHCO are the three Power distribution companies supplying Electricity to 25 lakh consumers in its licensed territory of North-Eastern, Western and Southern part in the state of Odisha respectively.

NESCO, WESCO & SOUTHCO desire to procure Hand Held Terminal “Spot Billing Machines” and therefore invite offers from qualified suppliers having a strong R & D and State-of-the Art production facilities with adequate experience in supply of Meter Reading and Billing Solutions to various Electricity Distribution Utilities in India or comparable emerging countries.

For and on behalf of the North Eastern Electricity Supply Company of Orissa Ltd. (NESCO), Western Electricity Supply Company of Orissa Ltd. (WESCO) & Southern Electricity Supply Company of Orissa Ltd. (SOUTHCO), the undersigned invites sealed tenders in duplicate on two part bidding system from the eligible bidders, who comply to the terms and conditions for the supply of following materials super scribing the Tender Specification No., Name of the material & date of opening (as mentioned in the 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 favor of the North Eastern Electricity Supply Company of Orissa Ltd. payable at Bhubaneswar. The cost of tender paper is non-refundable.

**Schedule of Materials Tendered**

Sl. No.	Description of Material	Unit	NESCO	WESCO	SOUTHCO	Total Qty.	EMD (Rs. in lakhs)	Cost of Tender Paper (in Rs.)
1	Spot Billing Machines (SBM) as per the specification given in Section - V with standard suitable accessories necessary for communication with desktop (PC) and Impact Printer.	Nos.	1500	1500	1500	4500	10.00	12000.00 + 480.00 (VAT @ 4%) = 12480.00

**Time Schedules**

1	Pre-Bid Discussion	19.01.2012
2	Date & Time for Bid Submission	27.01.2012 (up to 1 PM)
3	Date & Time for Opening of Technical Bid	27.01.2012 (3 PM)

The intending bidders can also download the tender document from our website [www.nescoodisha.com](http://www.nescoodisha.com), [www.wescoodisha.com](http://www.wescoodisha.com) & [www.southcoodisha.com](http://www.southcoodisha.com). However the bidder has to furnish an Account Payee Bank Draft drawn on any Scheduled Bank in favor of the “North Eastern Electricity Supply Company of Orissa Ltd.” payable at Bhubaneswar for the cost of the Tender Paper indicated above, along with his bid,

failing of which the bid will be rejected outright. In the event of any specified date for the sale, submission or opening of bids being declared as holiday for NESCO/WESCO/SOUTHCO, the bids will be sold/received/opened up at the appointed time on the next working day. NESCO/WESCO/SOUTHCO 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 websites [www.nescoodisha.com](http://www.nescoodisha.com), [www.wescoodisha.com](http://www.wescoodisha.com) & [www.southcoodisha.com](http://www.southcoodisha.com)

## **SECTION -II** **Qualification Requirements**

- 1.0 Bidder should be a manufacturer only who have designed, manufactured, tested and supplied such equipment.
- 2.0 The bidder must be a profit making company having positive net worth and average annual turnover of at least Rs. 70.00 Lakhs during the last three years. Audited balance sheet of last 3 years with profit and loss statement from a registered CA firm is to be submitted along with the bid.
- 3.0 The bidder to furnish the details of supplies/Services effected during last 3 year with quantity, order value, authority and completion time. Satisfactory completion certificate from the purchaser is to be attached.
- 4.0 The bidder must be a qualified reputed company. The bidder should have a full-fledged testing laboratory and have to furnish the details of the facilities possessed by the firm for satisfactorily meeting the test requirement demanded under approved standard International/National Institution. The Quality Assurance Plan (QAP) followed for manufacturing of the tendered items should be submitted with the tender.
- 5.0 All bids submitted should also include the following information:
  - i) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the Company or firm or partnership etc.
  - ii) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all his current commitment.
  - iii) Reports on financial status of the bidder such as profit and loss statement, balance sheets and auditors' report for the past three years, bankers certificate etc.
  - iv) Certificate from Chartered Accountant on supply in any 3-years.
- 6.0 The Bidder shall furnish Type Test Reports. The type test must have been carried out in an independent National laboratory as per the relevant IS not earlier than five years from the date of opening of the technical bid. The Bids received without type test reports will be treated as Non-responsive.
- 7.0 Even though the bidder meets the above qualifying criteria, he is subject to be disqualified if he has (i) made misleading or false representation in the statements and attachments submitted in proof of qualification requirements and/or (ii) record of poor performance such as not properly completing the contract, inordinate delays in supply completion, litigation history or financial failure etc.

- 8.0 Notwithstanding anything stated above, the purchaser reserves the right to assess bidder's capability and capacity to perform the contract and take any consequential action as deemed fit should circumstances warrant such assessment in the overall interest of the Company (WESCO, NESCO and SOUTHCO).
- 9.0 The Authority reserves the right to exempt any of the qualification criteria if feel necessary.

**SECTION -III**  
**Instruction to Bidders (ITB)**

**1.0 Documents Comprising the Bid**

1.1 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 duly filled in & signed by the bidder with seal in a separate envelop super scribed as "Techno Commercial Bid". Bids containing information in formats other than our prescribed formats shall not be acceptable and may make the bid non-responsive.
- b) Requisite Earnest Money Deposit (E.M.D) in a separate envelope super scribed as "EMD" failing which the Bid may be treated as non-responsive.
- c) Following Documentary evidence establishing that, the Bidder is qualified to perform the Contract if the Bid is accepted;
  - i) Self-attested copies of Purchase Orders executed in last 3 Years.
  - ii) Self-attested copies of Performance Certificates/Successful contract completion Certificates from the buyers preferably from Electricity Distribution Utilities/Government Organizations.
  - iii) Type Test Reports from CPRI or NABL Accredited Testing Laboratory for the offered equipment's along with the copies of drawings duly approved by the Type Testing Agency for the tests conducted not before 5 years from the date of opening of Bids.
  - iv) Copies of Profit & Loss Accounts & Audited Balance sheet indicating Turnover for best 3 financial years out of last 5 financial years.
- d) Power of Attorney / Board resolution indicating that the person(s) signing the Bid have the authority to sign the Bid and as such the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 14.
- e) Requisite **Cost of Tender Document as mentioned above** in shape of account payee Bank draft from a scheduled Bank in favor of the "North Eastern Electricity Supply Company of Orissa Ltd." Payable at Bhubaneswar 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 - VI) duly filled in & signed by the bidder with seal. This shall be submitted in a **double sealed envelope separately duly super scribed as "Price Bid"**.

**2.0 Additional Documentation:**

2.1 In addition to what specifically mentioned in the specification, the bidders shall provide the following:

- a) Brief background of company.
- b) Manufacturing & Infrastructure facilities available
- c) Technical Know-how and collaboration, if any.
- d) Quality systems and quality assurance plan
- e) Bidder's experience
- f) Any other specific qualifications, experiences and capabilities directly related to this enquiry.

**3.0 Submission of Bid**

3.1 The Bidder shall complete and submit the Bid Document in duplicate enclosing all documents at clause "2.1" above in two sealed envelopes for Original & Duplicate separately, super scribing the "Tender Notice No. \_\_\_\_\_ Date \_\_\_\_\_, Date of Opening \_\_\_\_\_ & Description of Material \_\_\_\_\_".

**3.2 Earnest Money Deposit (EMD)**

3.2.1 The bidder shall have to submit Earnest Money of Rs. 10.00 Lakh only in shape of DD or Bank Guarantee in favor of NESCO Ltd., Bhubaneswar. The EMD shall be valid for a period of six months. In the event the successful bidder fails to execute the confirmed purchase order, such EMD shall be forfeited. The EMD shall have to be enclosed inside a separate envelope which should be super scribed "EMD" in bold letters. The Technical Bid shall be opened if valid EMD is found enclosed with the Bid.

3.2.2 The EMD shall be in the following form:

A/C payee demand draft in favor of North Eastern Electricity Supply Company of Orissa Ltd. issued by a Scheduled bank payable at Bhubaneswar.

Or

Bank Guarantee in favor of "North Eastern Electricity Supply Company of Orissa Ltd." issued by a Scheduled bank encashable at local branch at Bhubaneswar only with a validity of 6 months from the date of opening of Tender, suitably modify if required. The BG shall be strictly as per the format enclosed at Section - VI, Annexure - VII (A).

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.

3.2.3 Unsuccessful bidders EMD 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 bidders E.M.D shall be discharged upon furnishing of the performance security.

3.2.4 The EMD may be forfeited due to following reasons:

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

#### **4.0 Bid Price**

4.1 Bidders have to quote for the entire quantity of materials/equipment covered under this specification strictly as per the enclosed format in Annexure-VI. 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 - VI, stating the Unit Price for each item, all other livable taxes & duties, freight & insurance separately and thereby arriving at the total amount.**

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

4.3 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.

4.4 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.**

#### **5.0 Contract Price**

5.1 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.

5.2 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.

#### **6.0 Bid Currencies**

6.1 Prices shall be quoted in Indian Rupees Only.

#### **7.0 Documents Establishing Conformity to the Bidding Documents**

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

## 8.0 Period of validity of Bids

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

8.2 Notwithstanding 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.

## 9.0 Alternative Bids

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

## 10.0 Format & Signing of Bid

10.1 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.

10.2 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.

10.3 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.

## 11.0 Sealing & Marking of Bids

11.1 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.

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

i) **Techno-Commercial Bid Envelope:** Shall contain the Bid Security (EMD), Cost of Tender Document, all supporting documents for qualifying requirement of this tender, duly filled in formats Abstract of General Terms & Conditions, Declaration Form, Technical Data Schedule, Technical & Commercial Deviations, Un-quoted blank Price Schedule etc. as per enclosed formats in this document.

ii) **Price Bid Envelope:** Shall contain the Price schedule duly filled in & signed as per Annexure-VI of Section-VI of this document. (This shall be submitted in a double sealed envelope separately.)

11.3 The inner and outer envelopes shall be addressed to the **Purchaser** at the following address:

**The Chief Executive Officer, Central Services Office (NESCO, WESCO, SOUTHCO), N 1/22, IRC Village, Nayapalli, Bhubaneswar – 751 015**

Bear the Project name as: **“Supply of Spot Billing Machines as per specification in Section – V with necessary accessories”** – Tender Notice No. \_\_\_\_\_ Dt. \_\_\_\_\_

In addition to 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 14.

11.4 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.

#### **12.0 Timeline for submission of Bids**

12.1 The original Bid together with required copies, must be received by the **Purchaser** at the address specified in Clause 11.3 not later than **13.00 Hrs. (IST)** on/before the due date as indicated in the invitation for bids.

12.2 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 timeline will thereafter be subject to the timeline as extended.

#### **13.0 One Bid per Bidder**

13.1 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.

#### **14.0 Late Bids**

14.1 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.

#### **15.0 Modification & Withdrawal of Bids**

15.1 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.

15.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 11 & 12. A withdrawal notice may be sent by fax but must be followed by an original signed confirmation copy.

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

15.4 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.

## **16.0 Evaluation of Bids**

### **16.1 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.

### **17.0 Clarification of Bids**

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

### **18.0 Preliminary Examination of Bids/Responsiveness**

18.1 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.

18.2 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.

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

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

### **19.0 Evaluation & Comparison of Bids**

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

19.2 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 - 18. The Technical Proposals and the Commercial terms & conditions of the Bidders would be evaluated and discussed as per Clause - 20 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.

19.3 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.

## **20.0 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, L5 .....bidders in sequence to match L1 price (Landed cost).

### **20.1 Contacting the Purchaser**

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

20.1.2 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.

### **20.2 The Purchaser's Right to accept any Bid and to reject any or all Bids or to relax any Terms & Conditions**

20.2.1 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.

20.2.2 In the interest of work, the Purchaser reserves the right to relax any terms and conditions without affecting the quality & price of the equipment.

20.3 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.

### **20.4 The Purchaser's right to vary quantities**

20.4.1 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.

## 20.5 Letter of Intent / Notification of Award

20.5.1 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.

## 21.0 Performance Security

21.1 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 a scheduled Bank in favor of the Purchaser encashable at Bhubaneswar 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 -VI of Bidding Documents. The Bank Guarantee shall be valid for a period not less than 90 days over and above the guarantee period.

## 22.0 Corrupt or Fraudulent Practice

22.1 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.

22.2 Furthermore, Bidders shall be aware of the provision stated in the General Terms and Conditions of Contract

## 23.0 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 disqualification of Bid.

**SECTION - IV**  
**General Terms and Conditions of Contract (GTCC)**

**1.0 General Instructions**

- 1.1 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.2 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser in no case shall be responsible or liable for these costs.
- 1.3 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.
- 1.4 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.
- 1.5 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or Submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.

**2.0 Definition of Terms**

- 2.1 NESCO/WESCO/SOUTHCO shall mean the "Purchaser" on whose behalf this bid enquiry is issued by its authorized representative/officers.
- 2.2 "Bidder" shall mean the firm who quotes against this bid document issued by the Purchaser. "Contractor / Seller" shall mean the successful Bidder(s) whose bid has been accepted by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns.
- 2.3 "Site" shall mean the Electricity Distribution Area of the Purchaser.
- 2.4 "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as Instruction to Bidder, Bid form and other forms as per Section - V, General Conditions of Contract, Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.5 "Letter of Intent" shall mean the official notice issued by the Purchaser notifying the Contractor that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Intent" issued by the Purchaser shall be binding on the "Contractor". The date of detailed Purchase Order shall be taken as the effective date of the commencement of contract.
- 2.6 "Month" shall mean the calendar month and "Day" shall mean the calendar day.
- 2.7 "Codes and Standards" shall mean all the applicable codes and standards as indicated in the Technical Specification

- 2.8 "Offer Sheet" shall mean Bidder's firm offer submitted to Purchaser in accordance with the specification.
- 2.9 "Contract" shall mean the "Detailed Purchase Order" issued by the Purchaser.
- 2.10 "Contract Price" shall mean the Price referred to in the "Detailed Purchase Order".
- 2.11 "Contract Period" shall mean the period during which the "Contract" shall be executed as agreed between the Contractor and the Purchaser in the Contract inclusive of extended contract period for reasons beyond the control of the Contractor and / or Purchaser due to force majeure.
- 2.12 "Goods/Materials" shall mean all items to be supplied under Purchase Order whether raw materials, processes materials, equipment, fabricated Materials, drawings or other documents etc. as applicable.
- 2.13 "Store" shall mean the Purchaser's Store as given in the tender document.
- 2.14 "Project / Unit" shall mean supply of Materials as per enclosed technical specification.

### 3.0 Contract Documents & Priority

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

### 4.0 Scope of Work

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

### 5.0 General Requirements

- 5.1 The seller shall supply, deliver best quality Goods/Materials/Equipment & conduct the testing at their works of highest standards.
- 6.0 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 Quantity & Delivery Requirement

DISCOM	Item Description	Requirement		Delivery Location
		Total Quantity	Delivery Schedule	
NESCO	Spot Billing Machines	1500	3 months	Central Store, NESCO, Balasore
WESCO	Spot Billing Machines	1500	3 months	Central Store, WESCO, Burla
SOUTHCO	Spot Billing Machines	1500	3 months	Central Store, SOUTHCO, Berhampur

## 8.0 Time schedule of the Submitting Offer

The bidders on this Specification package should complete the following within the dates specified as under:

Sl. No.	Steps	Activity description	Due date
1	Technical Queries	All Queries related to Specification	19 <sup>th</sup> January 2012
2	Samples (2nos.)	Sample as per bidder's offer	During Pre Bid discussion/on Submission of Bid
3	Opening of Technical Bid	As per Specification	27 <sup>th</sup> January 2012 (3 PM)

Bidders are to submit their bids in two parts a) Technical Bid b) Price Bid. Both these parts should be furnished in separate sealed covers super scribing specification no. validity etc, with Particulars as Part -I Technical Particulars & Commercial Terms & Conditions and Part-II "Price Bid" and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date specified.

## 9.0 Inspection & Testing

- i) The Purchaser's representative shall be entitled at all reasonable times during manufacture to inspect examine and test on the Contractor's premises the materials and workman-ship of all equipment to be supplied under this contract and if part of the said equipment is being manufactured elsewhere in any Sub-Contractor's premises, the Contractor shall obtain for the Purchaser's representative, permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from his obligations under the contract.
- ii) The Contractor shall give to the Purchaser adequate time/ notice (minimum of two weeks' time) in writing for inspection of materials indicating the place at which the equipment is ready for testing and inspection and shall also furnish the Routine Test Certificates and Packing List along with offer for inspection to the Purchaser indicating the quantity which can be delivered in full truck load / Mini truck load to facilitate issue of dispatch instruction.
- iii) Where the contract provides for test on the Premises of the Contractor or of any of his Sub-Contractors, the Contractor shall provide such assistance, labor, materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the Purchaser's representative to carry out such tests efficiently. The Contractor is required to produce Shop Routine Test Certificates before offering their materials for inspection.
- iv) After completion of the tests as indicated above, the Purchaser's representative shall forward the test results to the Purchaser. If the test results confirm to the specific standard, the Purchaser shall approve the test results and communicate the same to the Contractor in writing. The Contractor shall provide at least three copies of the test certificates to the Purchaser.
- v) The Purchaser has the right to have the test carried out at his own cost by an independent agency whenever there is a dispute regarding the quality of supply.
- vi) The Purchaser at its discretion may re-test the Materials/Equipment at its own laboratory or laboratory of his choice for reconfirmation of the test results, particularly no load losses, load losses and percentage impedance, etc.

## 10.0 Training Facilities

- i) The successful bidder has to organize training for at least 15 days at different locations across the three Discoms.
- ii) 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.

### **11.0 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.

### **12.0 Experience of Bidders**

12.1 The bidder should have minimum 2 years manufacturing and operational experience for the similar type of meter reading solutions. 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 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.

### **13.0 Language & 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.

#### **14.0 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. 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.

#### **15.0 Price Basis**

15.1 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.

- a) Bidder shall quote "FIRM" price.
- 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.

#### **16.0 Terms of Payment**

16.1 100 % 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

16.2 Bank Guarantee equivalent to 10 % of Total Contract Price on non-judicial stamp paper worth Rs.100 in the prescribed format from a Scheduled Bank en cashable at Bhubaneswar only.

16.3 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.

#### **17.0 Price Validity**

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

#### **18.0 Guarantee**

18.1 The SBM shall be guaranteed for the period of three years from the date of supply. The supplier has to furnish a Contract Performance Bank Guarantee equivalent to 10% of the value of the Order to be valid for a period of 90 days over & above the guarantee obligation.

18.2 Any supplied SBM found defective within the above guarantee period should be replaced / repaired by the supplier free of cost within one month of receipt of intimation.

18.3 If the defective SBM are not replaced / repaired within the specified period above, the Discom shall recover a cost of new SBM plus 15 % supervision charges from Performance Bank Guarantee or any other dues of the supplier.

#### **19.0 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).

#### **20.0 Technical Information/Data**

20.1 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.

#### **21.0 Effective Date of Commencement of Contract**

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

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

#### **23.0 Penalty**

23.1 If supply of materials / equipment 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.

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

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

#### **24.0 Validity of the Order**

24.1 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.

#### **25.0 Packing**

25.1 The materials / equipment 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.

## **26.0 Commissioning Spares**

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

## **27.0 Dispute Resolution & Jurisdiction of Contract**

In the event of dispute, difference or claim between the parties here to, arising out of this Agreement, the parties shall first endeavor to settle such dispute, claim or difference by mutual discussion, failing which the same shall be referred to the sole arbitrator to be appointed by the Discom. The place of arbitration shall be at Bhubaneswar. The decision of the arbitrator shall be binding on both the parties.

## **28.0 Events of Default**

28.1 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.

## **29.0 Consequences of Default**

29.1 If an Event of Default occurs and would be continuing, Purchaser may forthwith terminate the Contract by written notice.

29.2 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.

## **30.0 Force Majeure**

30.1 The term "Force Majeure" as employed herein include, acts of God or force of nature, landslide, earthquake, flood, fire, lightning, explosion, major storm (hurricane, typhoon, cyclone etc. ) or major storm warning, tidal wave, shipwreck and perils of navigation, act of war (declared or undeclared ) or public enemy, strike (excluding employee strikes, lockouts or other industrial disputes or action solely among employee of Contractor or its subcontractors) act or omission of Sovereign States

or those purporting to represent Sovereign States, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the parties or either of them.

Force Majeure shall not include occurrences as follows:

- i) Late delivery of materials caused by congestion of Seller's facilities or elsewhere, oversold condition of the market, inefficiencies, or similar occurrences.
- ii) Late performance by Seller and / or Sub-Seller caused by unavailability of raw materials, supervisors or labor, inefficiencies of similar occurrences.
- iii) Mechanical breakdown of any item of Seller's or its Sub-Seller's equipment, plant or machinery.
- iv) Delays due to ordinary storm or inclement weather or
- v) 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.

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

30.3 Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than seven (7) days give written notice of such even to the other party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the work for a continuous period of more than 10(ten) days, the parties shall meet and determine the measures to be taken.

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

### 31.0 Indemnify

31.1 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 under this Tender Notice. The Purchaser in term shall indemnify the DISCOM.

### 32.0 Contact Information

NESCO/WESCO/SOUTHCO Orissa (DISCOM of Orissa) **Contact:** All communication as regards to this Tender Notice/Technical Specifications shall be made (i) in English, (ii) in writing and (iii) sent by mail/facsimile to

Contact Name : Chief Executive Officer  
Address : CENTRAL SERVICES OFFICE  
(NESCO, WESCO & SOUTHCO)  
Plot No- N1/22, IRC Village, Nayapalli  
Bhubaneswar-751 015  
FAX : 0674 - 255 8343

## **SECTION -V**

### **Technical Specifications**

#### **1. Scope of Supply**

- 1.1. This specification covers design, manufacture, testing, supply and delivery of 4500 no. Spot Billing Machines (herein after referred as SBM).
- 1.2. The SBM shall be supplied with memory resident software protocols with source code for developing software for data exchange between energy meters and SBM and for Bill generation and printing of bills in desired format. A licensed copy of all the source codes and libraries required for the intended purpose shall be supplied on compact/digital versatile disc.
- 1.3. The SBM shall be supplied with all necessary accessories like GPRS Modem, Communication cables, Power cables, Rechargeable Batteries, Battery Charger, and Carrying Case etc.
- 1.4. The bidder shall furnish a copy of detailed operating and troubleshooting manual along with each of the SBM.
- 1.5. Assist in implementation & customization of billing software within 2 months of delivery of SBMs.
- 1.6. Giving Service for Hand Held Machines or Spot Billing Machines within its warranty/guarantee period
- 1.7. Training on Hardware Systems along with Data Collection, Preparation of Bills, and Reports etc. for two week.
- 1.8. It is not the intent to specify completely herein all the details of the design and construction of material. However the product shall conform in all respects to high standards of Engineering, Design and Workmanship and shall be performing in continuous commercial operation in manner acceptable to the purchaser. The offered material shall be complete with all components necessary for their intended purpose. The design and components shall be deemed to be within the scope of vendor's supply irrespective of whether those are specifically brought out in this specification and/or the commercial order or not.

#### **2. Applicable standards**

- 2.1. The SBM shall conform in all respects to the relevant Indian / International Standard Specifications with latest amendments there to unless otherwise specifically mentioned in this specification. The SBM must conform in all respects to the following standards.
- 2.2. The SBM shall conform to following standards
  1. As per IEC 60068-2/IS 5133 i.e. Shock Test, Vibration Test, Free Fall Test etc.
  2. EMI/EMC as per CBIP report 111 for CMRI
  3. Is type tested for the above mentioned requirements and the vendor shall submit the relevant type test reports
  4. In case the SBM is not type tested, the vendor shall have to carry out type tests to confirm the compliance to the requirements, at no additional cost.

5. Compliance to IEC 61000-4-2, Level3,IEC 61000-4-3,IEC 61000-4-4,IEC 61000-4-5, IEC 61000-4-6, IEC 61000-4-8, IEC 61000-4-9 all level 4
- 2.3. Unless otherwise specified elsewhere in this specification the SBM shall conform to the latest version available of the standard as specified above.
- 2.4. Equipment conforming to other internationally accepted standards, which ensure equal or higher quality than the standards mentioned above would also, is acceptable. In case the Bidders who wish to offer material conforming to the other standards, Copy of such standards with authentic English Translations, shall be furnished along with the offer. In case of any difference between provisions of these standards and provisions of this specification, the stringent provisions shall prevail.

### 3. Service Conditions

The SBM to be supplied against this specification shall be required to operate satisfactorily and continuously under the following tropical conditions. SBM shall be capable of performing required functions under hot, tropical and dusty climate.

- |      |                                       |   |                |
|------|---------------------------------------|---|----------------|
| 3.1. | Maximum Ambient Air Temperature       | : | 55° Centigrade |
| 3.2. | Minimum Ambient Air Temperature       | : | 0° Centigrade  |
| 3.3. | Average Daily Ambient Air Temperature | : | 40° Centigrade |
| 3.4. | Maximum Relative Humidity             | : | 95%            |
| 3.5. | Average Annual Rainfall (mm)          | : | 750 mm         |

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

### 4. General Technical Requirements

- 4.1. The SBM shall be capable of communicating with
  - 4.1.1. Energy meters through suitable communication port which is RS232, Optical port and IR port, RF Port etc.
  - 4.1.2. The base computer for the purpose of exchange / printing of the data and with various input and output peripherals like bar code readers and printers.
- 4.2. The SBM shall be suitable to be carried in hand from one meter installation to the next in order to download / upload data from / to static / electronic meters of different make, having communication facilities with adequate data security and facility of fraud detection but without interfering performance of the metering system.
- 4.3. The SBM shall also be suitable for data entry through keyboards of SBM for spot billing purpose. The SBM shall also be used as data logger for storing, retrieving and printing data.
- 4.4. The SBM shall be with user friendly menus with features close to normal PCs.
- 4.5. The SBM shall have Impact Printer with 24 column alpha numeric, 144 dots /line 57mm (2.2 inch) wide paper.
- 4.6. The SBM shall be capable of printing BARCODES

- 4.7. The SBM printer shall use Paper Roll width Approx. 55 to 60 mm, 60 GSM roll, Dia:70 mm & about 40 meters length
- 4.8. The SBM shall be of GPRS compatible.
- 4.9. The SBM shall have Digital Camera fitted with it/can be fitted as an attachment.
- 4.10. The SBM should also be capable of running web enabled Bill collection application and for this the SBM should have static IP for identification.

## **5. General Mechanical requirements:**

- 5.1. All the material and electronic power components used in the manufacture of the SBM shall be of highest quality and reputed make to ensure higher reliability and longer life and trouble free operation in the field.
- 5.2. The SBM should be compact and reliable in design, rugged for rough handling during commercial use. SBM is able to withstand harsh field environment without physical damage or loss of data.
- 5.3. All insulating material used in the construction of the SBM shall be non-hygroscopic, non-aging and of tested quality.
- 5.4. The SBM shall be designed and constructed in such a way as to avoid introducing any danger in use and under normal conditions so as to ensure specially
  - 5.4.1. Personnel safety against electric shock
  - 5.4.2. Personnel safety against effects of excessive temperature.
  - 5.4.3. Protection against spread of fire
  - 5.4.4. Protection against penetration of solid objects, dust and water.
- 5.5. The bidder shall furnish detailed dimensional drawings of the SBM along with the offer.

## **6. Size and Weight**

The SBM shall have to be handy, light weight and small in size for the ease of portability. The weight of the SBM with printer including batteries shall not be more than one kilogram.

## **7. Enclosure**

- 7.1. The enclosure shall have high thermal stability and mechanical strength. The SBM shall have a case made of unbreakable high grade, fire resistant high grade engineering plastic which can be sealed in such a way that the internal parts of the SBM is protected from mechanical or electrical damage. All parts, which are subject to corrosion under normal working conditions, shall be protected effectively. Any protective coating shall not be liable to damage by ordinary handling or damage due to exposure to air, under normal working conditions. SBM shall withstand solar radiation.
- 7.2. The enclosure is solvent resistant and will be provided with a suitable holding strap for proper gripping.

## **8. Display**

- 8.1. The SBM shall have alpha numeric 128X64 Pixel Graphic FSTN LCD with Back light.
- 8.2. The LCD should be bright and with backlit. The minimum character height shall be 4 mm.
- 8.3. The display module shall be well protected from the external ultraviolet radiations.
- 8.4. The LCD shall have easy readability in varying ambient light conditions.
- 8.5. It shall be possible to adjust the contrast and the brightness of the LCD to have better readability in all ambient conditions.
- 8.6. The display shall be with user friendly menus.

## **9. Keyboard**

The key board shall have following attributes.

- 7.3. Any alphanumeric character shall be available with sequential operation of maximum three keys with backlighting
- 7.4. Long operational life of more than 1,000,000 operations
- 7.5. Feedback for key press acknowledgement to user
- 7.6. Legible and non-fading key pad imprints for all alpha numeric characters / symbols

## **10. Processor & PC compatibility**

High Speed 32 bit Processor with Minimum 72 MHz speed. The SBM must be PC compatible and run latest MS-DOS Version/Linux/windows/Unix OS or higher with latest versions/editions. The Facility to upgrade the BIOS/OS shall be available without exposing the hardware of the SBM. The additional program necessary to transfer application programs with USB port shall be provided.

## **11. Memory**

- 11.1. 64 MB SDRAM, 256 MB Flash ROM Memory (extendable up to 2 GB if required) (BIOS, DOS, COMMUNICATION and SETUP)
- 11.2. The SBM shall have provision for add on data memory (up to 1 GB)

## **12. Real Time Clock (RTC)**

- 12.1. The SBM offered should have a real time clock based on a quartz crystal with a battery totally independent of power supply
- 12.2. A lithium maintenance free battery of long life (minimum ten years) shall be provided for operation of time clock.
- 12.3. The time drift of the real time clock, considering all the influencing quantities shall not exceed 20 seconds per day.
- 12.4. It shall be possible to synchronize the time of the SBM and Base Computer Station.

## **13. Power Supply (Battery)**

The SBM should have the following features for its power requirements:

- 13.1. The SBM should be powered by min. 7.4 V/2600 mAh Li-ion rechargeable battery housed within its enclosures
- 13.2. The average capacity of charged battery will be sufficient to communicate with meters and base computer station for at least :
  - 13.2.1. 4-6 hours while communicating through optical interface of meters and
  - 13.2.2. 6-8 hours without powering Input / Output ports for optical interface.
- 13.3. To reduce the equipment down time and inventories, there will be provision to charge the SBM battery without being removed from the equipment. A suitable battery charger (7.0 V/ 1000 mA external adapter) with input 100-200 voltage for charging of SBM battery will have to be provided.
- 13.4. There should be provision for Auto Power Save, which force the instrument in the power saving mode in case of no activity for 5 minutes.
- 13.5. The battery used for data retention in SDRAM should have a minimum of 3 years backup capacity.
- 13.6. The SBM shall have battery charge level indication with audible low battery indication and automatic cutoff to avoid further drain of the battery.
- 13.7. The SBM will have facility of trickle-charging
- 13.8. Fast & Intelligent charging with maximum time of 2 hrs.
- 13.9. Low battery & Full Battery indications
- 13.10. Battery life will be minimum 500 charge/recharge cycles.

#### **14. Input / output Ports**

- 14.1. SBM shall have minimum two serial ports and one IR port. One port shall be serial port RS232C compatible and another port can be used for convenience of connecting peripherals such as bar code readers, printers, battery charger, loader charger etc. (1 USB secondary port, 1 LAN (RJ 45 connector, 1 Micro SD connector, IR/RF/GPRS)
- 14.2. The SBM shall be able to provide power supply to optical sensor used for meter reading application.

#### **15. Physical Interface**

- 15.1. Interface between Meter and SBM
  - 15.1.1. The interface between a meter and SBM with a flexible shielded cable of length 1500 mm  $\pm$  10 mm having 9-pin D-type female connector with electrical circuit.
  - 15.1.2. The two ends of the cable shall be stress relieved.
  - 15.1.3. This cable shall be supplied along with the SBM.
- 15.2. Interface between SBM and Base Computer Station

- 15.2.1. Suitable flexible shielded cable of length 1500 mm ± 10 mm for communication between SBM and base computer station shall be provided.
- 15.2.2. This communication will be serial RS232C.
- 15.2.3. On the base computer station end of the cable a 9 pin D-type female connector will be provided.
- 15.2.4. The two ends of the cable are stress relieved.
- 15.2.5. This cable shall also be used for communication between SBM and Computer Base Station.
- 15.2.6. This cable will also be supplied along with the SBM

## **16. Communication**

- 16.1. The SBM shall be required to communicate
  - 16.1.1. For downloading / uploading data from / to Meter
  - 16.1.2. For uploading / downloading data to / from Base Computer Station
  - 16.1.3. For Manual entry of data into the SBM
- 16.2. The SBM shall have portable printer and shall be able to print the data in a prescribed format.
- 16.3. The SBM shall have flexible baud rate ranging 300 Baud to 115200 Baud 115 K or 57,500-baud rate from SBM to PC & PC to SBM from and optionally to higher baud rate so as to cater other communication needs.
- 16.4. The SBM supplier would ensure that the data extracted from the meters using manufacturer specific algorithms in the software up to downloading to the BCS remains secure during the process.
- 16.5. USB - High speed USB 2.0/3.0 host/device,
- 16.6. Modem - QUAD Band GSM for wide Coverage and global access with GPRS Multi slot Class 10, Class B with TCP/IP communication Protocol and With Internal Antenna
- 16.7. RF - Built-in 2.4Ghz Radio for other Short range External Device interface with Proprietary Protocol and with PCB antenna Range: 5 to 10 meters

## **17. Security**

Multilevel password protection

## **18. Specification of printers:**

- 18.1 Printer should be powered only during printing and should be software controlled by HHE. Printer offered should be inbuilt/attached/Portable, handy, and rugged Impact printers. Indicative requirement of printers is as follows:-
- 18.2 144 dots per line 24Col. Alphanumeric, paper width 57 mm or more

18.3 High speed (2.7 lines/sec)

## 19. Operating System:

- 19.1. In order to facilitate use of various meter specific programs in one SBM, Spot Billing Machine (SBM) is an "open machine" i.e., user programmable through "C" language. The user can develop or modify his application program using "C" and after compilation of the software the same can be loaded on to HHC flash memory through PC serial port into the machine at higher baud rate (57,500 or 115,000 baud), without opening the HHC.
- 19.2. The bidder shall provide the "C" libraries to enable purchaser for loading/ amending user applications.
- 19.3. The bidder shall provide the facility to upgrade the BIOS / OS of the SBM without exposing the hardware of the unit.
- 19.4. The additional program necessary to transfer application programs with serial port shall be provided.
- 19.5. The SBM must be PC compatible and run latest MS-DOS Version/Linux/windows/Unix OS or higher with latest versions/editions. The Facility to upgrade the BIOS/OS shall be available without exposing the hardware of the SBM.

## 20. Software:

The SBM shall be supplied with following software:

- 20.1. Necessary software for loading application programs via serial port for exchange of data between SBM and Base Computer Station.
- 20.2. Provision for loading the software into SBM for specific make of energy meter for the purpose of reading and programming.
- 20.3. It shall be possible to load third party software for special applications such as manual meter reading, data entry through keyboard of SBM, printing and display of balance memory etc.
- 20.4. All the software shall have to be hardware independent and any changes in software at a later date shall not be restricted by hardware used in the machines.
- 20.5. All the communications shall have to be done through open protocol. The bidder shall provide all the details of protocol used for the communication.
- 20.6. The bidder shall provide copies of all necessary software on compact discs.
- 20.7. Assist in integration & customization of Discom's Spot Billing software according to the present tariff code & supply code specified by the OERC (Odisha Electricity Regulatory Commission) within **Two Months** of delivery of the material/equipment (SBM) under the guidance and supervision of Discoms technical team.

**These specifications are not final. The successful bidder has to modify the software as and when required in the first 2 months of implementation period.**

## 21. System performance:

- 21.1. The system should respond to data transfer and other database queries within reasonable time. The vendor shall conform the time required to download data from various meters supplied by M/s Secure Meters Ltd, L & T, ABB , genus , Kaifa etc.
- 21.2. The SBM shall have various degree of access through password for system operation and configuration.
- 21.3. The SBM shall have an auto-reconfiguring system on power on/off.

**22. Self-diagnostic features:**

- 22.1. Indications to show the satisfactory performance of the SBM should be provided. There should be a defined diagnostic cycle, for instance, during start up and shut down, and if some malfunctioning occurs, the SBM shall display the malfunctioning of the SBM. The supplier should furnish the details of the self-diagnostic features.
- 22.2. The meter shall have internal diagnosis feature to monitor micro control functions to ensure integrity of data and to prevent loss of any data.

**23. Tests:**

- 23.1. Free Fall Tests as per IS 9000 (Part-VII Section-4) 1979
- 23.2. Shock Test as per IS 9000 (Part-VII Section-1) 1979
- 23.3. Vibration Test as per IS 9000 (Part-8) 1981
- 23.4. Tests of protection against penetration of dust and water as per IS:12063
- 23.5. Dry Heat Test as per IS 9000 (Part-III)
- 23.6. Cold Test as per IS 9000 (Part-II Section III of 77)
- 23.7. Damp Heat Cyclic Test as per IS 9000 (Part V of 81)

**24. Sample**

Two samples of SBMs with software and communication cables along with the test reports shall be submitted along with the offer.

**25. Quality Control and Inspection:**

- 25.1. The manufacturer shall have a well-organized Quality Assurance Program (QAP) based on ISO 9000 Series to assure that items and services comply with this specification.
- 25.2. All design, manufacturing, processing, testing and inspection operations affecting the equipment or material shall be governed by Quality Assurance procedures in accordance with the directives of the ISO 9001 standards.

**26. Pre-dispatch inspection at Manufacturer's works:**

- 26.1. All acceptance tests and inspection shall be carried out at the place of manufacturer unless otherwise specially agreed upon by the supplier and purchaser at the time of purchases.
- 26.2. Following tests shall be carried out for the acceptance of the materials:

- 26.3. Functionality Test wherein the SBM will be tested for proper functionality
- 26.4. Free Fall Test (Minimum one sample shall be selected for this test)
- 26.5. Compatibility with different makes of meters for spot billing
- 26.6. The material shall not be shipped before the inspection has been carried out according to the approved quality assurance plan unless otherwise instructed by the purchaser.
- 26.7. The acceptance of any material prior to shipment shall in no way relieve the supplier of any of his responsibilities for meeting all the requirements of the Specification and shall not prevent subsequent rejection if such materials are found to be defective.
- 26.8. The manufacturer shall offer the inspector representing the purchaser all the reasonable facilities free of charge, for inspection and testing, to satisfy him that the material is being supplied in accordance with this specification.
- 26.9. The representative/Engineer attending the above testing will carry out testing on equipment and issue test certificate approval to the manufacturer and give clearance for dispatch.
- 26.10. The supplier shall give minimum 14 days' notice for inspection of material.

## **27. Packing**

- 27.1. The SBM shall be suitably packed in order to avoid damage or disturbance during transit or handling. Each SBM may be suitably packed in the first instance to prevent ingress of moisture and dust and then placed in a cushioned carton of a suitable material to prevent damage due to hocks during transit. The lid of the carton may be suitably sealed. A suitable number of sealed cartons may be packed in a case of adequate strength with extra cushioning, if considered necessary. The cases may then be properly sealed against accidental opening in transit. The packing cases may be marked to indicate the fragile nature of the contents.
- 27.2. The following information shall be furnished with the consignment:
  - 27.2.1. Name of the consignee
  - 27.2.2. Details of consignment
  - 27.2.3. Destination
  - 27.2.4. Total weight of consignment
  - 27.2.5. Sign showing upper/lower side of the crate
  - 27.2.6. Sign showing fragility of the material Handling and unpacking instructions
  - 27.2.7. Bill of materials indicating contents of each package and spare materials.
  - 27.2.8. Guarantee should be specified in work order.

## **28. Guaranteed Technical Particulars**

The bidder shall submit the guaranteed technical particulars as per the Annexure-I and Annexure-II along with the offer.

## 29. Deviations

The Bidders are not allowed to deviate from the principal requirements of the Specifications. However, the Bidder is required to submit with his bid in the relevant schedule a detailed list of all deviations without any ambiguity. In the absence of a deviation list in the deviation schedules, it is understood that such bid conforms to the Bid Specifications and no post-bid negotiations shall take place in this regard

### SECTION -VI Annexures

#### Annexure - I

#### 1. Guaranteed Technical Particulars (General Information)

Particulars	:	Information
1.1 HQ Location	:	
1.2 Affiliation / Parent	:	
1.3 Type of Business	:	
1.4 Estimated Size.	:	
1.5 Estimated Total Work Force	:	
1.6 Presence in India	:	
1.6.1 Marketing Office	:	
1.6.2 Software Center	:	
1.6.3 Service Center	:	
1.7 Presence in Orissa	:	
1.8 Hardware OEMs	:	

#### Annexure-II

#### 2. Guaranteed Technical Particulars (Spot Billing Machines)

Particulars	:	GTP
2.1 Name of the bidder	:	
2.2 SBM OEM	:	
2.3 Type	:	
2.4 Model number		
2.5 Physical Characteristics		
2.5.1 Size (L X H X D mm3)	:	
2.5.2 Weight (Kgs)	:	
2.5.3 Ruggedness	:	
2.6 Operating Conditions		
2.6.1 Operating temperature range	:	

<b>Particulars</b>		<b>:</b>	<b>GTP</b>
2.6.2	Storage temperature range	:	
2.6.3	Humidity	:	
2.7	General Technical Requirements		
2.7.1	List of meters supported by SBM	:	
2.7.2	SBM Printer size	:	
2.8	Enclosures		
2.8.1	Degree of protection	:	
2.8.2	Material	:	
2.8.3	Suitability of the material used	:	
2.9	Display		
2.9.1	Type of display (Dot Matrix Graphical)	:	
2.9.2	Size	:	
2.9.3	Resolution	:	
2.9.4	Backlit	:	
2.9.5	Brightness and Contrast control	:	
2.9.6	Details of data to be displayed	:	
2.10	Key Board		
2.10.1	Type of keyboard	:	
2.10.2	No of keys	:	
2.10.3	Operational life	:	
2.10.4	Key press acknowledgement	:	
2.11	Input / output ports		
2.12.1	No of ports	:	
2.12.2	Port details	:	
2.12.3	Is it possible to connect other peripherals to the SBM?	:	
2.13	Physical Interface		
2.13.1	Interface between Meter and SBM		
2.13.1.1	Type of cable	:	
2.13.1.2	Length	:	
2.13.2	Interface between SBM and BCS		
2.13.2.1	Type of cable	:	
2.13.2.2	Length	:	
2.13.2.3	Details of ports	:	
2.14	Communication		

<b>Particulars</b>		<b>:</b>	<b>GTP</b>
2.14.1	With Meter	:	
2.14.2	With Base Computer Station	:	
2.14.3	with Bar Code Scanner	:	
2.14.4	With portable / DeskJet printer	:	
2.14.5	Communication Speed	:	
2.14.6	Data security and integrity features	:	
2.14.7	With RF/IR/Optical Port	:	
2.14.8	With Digital Camera	:	
2.15	System Performance		
2.15.1	Time required to download data from meter		
	2.15.1.1 Make of meter	:	
	2.15.1.2 Make of Meter	:	
	2.15.1.3 Make of Meter	:	
	2.15.1.4 Other makes	:	
2.15.2	Access security features	:	
2.16	Operating System		
2.17	Memory		
2.17.1	SRAM	:	
2.17.2	Flash RAM	:	
2.17.3	EEPROM	:	
2.17.4	Upgradeability	:	
2.18	Real Time Clock		
2.18.1	Type	:	
2.18.2	Type of battery used for RTC	:	
2.18.3	Life of the battery	:	
2.18.4	Drift	:	
2.18.5	Time synchronization with BCS	:	
2.19	Power Supply (Battery)		
2.19.1	Type of battery	:	
2.19.2	Capacity (mAH)	:	
2.19.3	Auto power saving feature	:	
2.19.4	Data retention period	:	
2.19.5	Indicators for Battery condition	:	

Particulars	:	GTP
2.19.6 Provision for trickle charging	:	

**Annexure - III**

**ABSTRACT OF GENERAL TERMS AND CONDITIONS  
(For supply of Spot Billing Machines)**

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. cashable at Bhubaneswar in case his tender is successful : Yes / No
13. Whether agreed to penalty for delayed delivery : Yes / No
14. Whether agreed to Purchaser's standard terms of payment or not : Yes / No
15. Valid ITCC & STCC furnished or not : Yes / No

**Signature with seal of the Bidder**

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

Annexure - IV

DECLARATION FORM

To

Chief Executive Officer,  
Registered Office, NESCO, WESCO &  
SOUTHCO , N 1/22, IRC Village, Nayapalli,  
Bhubaneswar - 15

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 favor , 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 Tenderer with  
Seal)

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

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

This Guarantee Bond is executed this \_\_\_\_ day of \_\_\_\_\_ by us the \_\_\_\_\_ Bank at \_\_\_\_\_ P.O. \_\_\_\_\_  
P.S. \_\_\_\_\_ Dist \_\_\_\_\_ State \_\_\_\_\_  
( indicate designation of Purchaser )

Whereas North Eastern Electricity Company of Orissa Ltd. (NESCO) /Western Electricity Supply Company of Orissa Ltd.(WESCO) /Southern Electricity Supply Company of Orissa Ltd.(SOUTHCO) (as the case may be) 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 NESCO/WESCO/SOUTHCO (as the case may be) 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 NESCO/WESCO/SOUTHCO (as the case may be) 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 NESCO/WESCO/SOUTHCO (as the case may be) 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 NESCO/WESCO/SOUTHCO (as the case may be) an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by NESCO/WESCO/SOUTHCO (as the case may be) 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 NESCO/WESCO/SOUTHCO (as the case may be) stating that the amount claimed is due by way of loss or damage caused to or suffered by NESCO/WESCO/SOUTHCO (as the case may be) 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 NESCO/WESCO/SOUTHCO (as the case may be) 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 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 NESCO/WESCO/SOUTHCO (as the case may be) under by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till NESCO/WESCO/SOUTHCO (as the case may be) 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 in writing on or before \_\_\_\_\_ (date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the \_\_\_\_\_ Bank further agree that NESCO/WESCO/SOUTHCO (as the case may be) 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 NESCO/WESCO/SOUTHCO (as the case may be) or any indulgence by NESCO/WESCO/SOUTHCO (as the case may be) 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 NESCO/WESCO/SOUTHCO (as the case may be) 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 (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 a written claim or demand and received by us or by Local Branch at Bhubaneswar 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.

The above is to be duly filled up, signed and submitted in sealed condition in a separate envelop super scribed as "Part-II Bid - Price Bid"

**Annexure- VI**

Price Schedule for Materials/ Equipment Offered as per Tender Notice No \_\_\_\_\_ Date: \_\_\_\_\_

**NESCO**

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	<b>Spot Billing Machine</b>	<b>Nos.</b>	<b>1500</b>								

Total amount in Words  
Rupees.....only

Signature of Bidder alongwith Seal & date \_\_\_\_\_

- Note:
- 1) Any column left blank shall be treated as NIL / Inclusive of .
  - 1) 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 super scribed as " Part-II Bid - Price Bid"

**Annexure- VI**

Price Schedule for Materials/ Equipment Offered as per Tender Notice No \_\_\_\_\_ Date: \_\_\_\_\_

**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	<b>Spot Billing Machine</b>	<b>Nos.</b>	<b>1500</b>								

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 super scribed as " Part-II Bid - Price Bid"**

**Annexure- VI**

**Price Schedule for Materials/ Equipment Offered as per Tender Notice No \_\_\_\_\_ Date: \_\_\_\_\_**

**SOUTHCO**

Name of Bidder \_\_\_\_\_

Sl. No.	Item Description	Unit	Quantity	Price for each unit							Total Unit Price inclusive of taxes & duties (Rs.)	Total Landing Price inclusive of taxes & duties (Rs.)
				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.)			
1	2	3	4	5	6	7	8	9	10	11 = (5+6+7+8+9+10)	12 = 4 x 11	
1	<b>Spot Billing Machine</b>	<b>Nos.</b>	<b>1500</b>									

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 .
  - 3) 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 super scribed as " Part-II Bid - Price Bid"**

ANNEXURE - VII (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 North Eastern Electricity Supply Company of Orissa Ltd. [herein after referred to as the NESCO] 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 NESCO an amount not exceeding Rs. \_\_\_\_\_ to the NESCO, without any reservation. The guarantee would remain valid up to 4.00 PM of \_\_\_\_\_ [date] and if any further extension to this is required, the same will be extended on receiving instructions from M/s \_\_\_\_\_ on whose behalf this guarantee has been issued.

2. We the \_\_\_\_\_ [Indicate the name of the bank] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NESCO stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NESCO 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 NESCO 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 Bhubaneswar further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of ----- days and it shall continue to be so enforceable till all the dues of the NESCO under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till NESCO 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 Bhubaneswar further agree that the NESCO 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 NESCO 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 NESCO or any indulgence by the NESCO 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 Bhubaneswar lastly undertake not revoke this Guarantee during its currency except with the previous consent of the NESCO in writing.

8. We, the \_\_\_\_\_ Bank further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar (**Indicate detail address of local branch with code no.**) in the State of Orissa.

Dated \_\_\_\_\_ Day of 2011.

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.**