



TENDER FOR SUPPLY AND SETTING UP OF ANY TIME PAYMENT TOUCH SCREEN KIOSKS ON BUILD OWN OPERATE & MAINTAIN (BOOM) BASIS AT VARIOUS LOCATIONS UNDER THE JURISDICTION OF NESCO, BALASORE, WESCO, BURLA and SOUTHCO, BERHAMPUR

(NESCO/WESCO/SOUTHCO)

TENDER NOTICE No: CSO/ IT / Supply and setting up of ATP Touch screen Kiosks on BOOM Basis/ 03

Date: 19.10.2012

Registered Office
(NESCO /WESCO /SOUTHCO)
N1/22, IRC Village, Nayapalli
Bhubaneswar- 751015

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)
Registered Office:

N 1/22, IRC Village, Nayapalli, Bhubaneswar – 751015
 Ph. No. 0674-2558737, Fax: 0674-2558343

TENDER NOTICE NO: -CSO/ IT/Supply and setting up of ATP Touch screen Kiosks on BOOM Basis /03 Dt. 19.10.2012

Material Name: Supply and setting up of ATP Touch screen Kiosks on BOOM Basis

CONTENTS

SECTION NO.	DESCRIPTION	PAGE NO.
SECTION - I	INVITATION FOR BIDS (IFB)	4-9
SECTION - II	INSTRUCTION TO BIDDERS (ITB)	10-21
SECTION - III	GENERAL TERMS & CONDITIONS OF CONTRACT (GTCC)	22-33
SECTION - IV	TECHNICAL SPECIFICATION	34-40
SECTION - V	LIST OF ANNEXURES (SCHEDULES & FORMATS)	
	ANNEXURE-I:	
	ANNEXURE-I:ABSTRACT OF GCTC	42
	ANNEXURE-II:DECLARATION FORM	43
	ANNEXURE-III:PBG FORMAT	44-46
	ANNEXURE-IV:GUARANTEED TECHNICAL PARTICULARS FOR ATP MACHINE	47
	ANNEXURE-V: PRICE SCHEDULE, NESCO/WESCO/SOUTHCO	48
	ANNEXURE-VI (A): TECHNICAL DEVIATION SHEET	49
	ANNEXURE-VI (B): COMMERCIAL DEVIATION SHEET	50
	ANNEXURE – VII : CONSORTIUM AGREEMENT	51-54
	ANNEXURE – VIII : POWER OF ATTORNEY for CONSORTIUM	55-56
	ANNEXURE – IX : SELF DECLARATION FORM	57
	ANNEXURE – X (A) : B.G. Format FOR EMD	58-60
	ANNEXURE – X (B) : EXTENSION OF B.G.	61

**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)**

Registered Office:

**N 1/22, IRC Village, Nayapalli, Bhubaneswar – 751015
Ph. No. 0674-2558737, Fax: 0674-2558343**

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Tender Notice No: CSO/ IT / SUPPLY AND SET UP ATP MACHINE IN BOOM Basis/ 03

Date:19.10.2012

Material Name : Supply and setting up of ATP Touch screen Kiosks on BOOM Basis

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 superscribing the Tender Specification No., Name of the material & date of opening (as mentioned in the notice).

The tender papers can be had from the undersigned at the above address on payment of the cost of Tender Paper indicated below in shape of Account Payee Bank Draft drawn on any scheduled bank in favour of the North Eastern Electricity Supply Company of Orissa Ltd. payable at Bhubaneswar. The cost of tender paper is non-refundable.

SCHEDULE OF MATERIALS TENDERED:

SI NO	DISCOMs	Name of Materials	Total quantity
1	WESCO	Supply and setting up of ATP Touch screen Kiosks on BOOM Basis	100
2	NESCO		100
3	SOUTHCO		100

TIME SCHEDULE:-

1	Last Date & Time for selling of tender papers	15.11.2012
2	Last Date & Time for submission of Tender	16.11.2012 up to 2PM
3	Last Date & Time for Opening of Technical Bid	16.11.2012 at 3.30 PM

The intending bidders can also download the tender document from our website www.nescoorissa.com, www.wescoorissa.com & www.southcoorissa.com. However the bidder has to furnish a 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 website www.nescoorissa.com, www.wescoorissa.com & www.southcoorissa.com

Chief Executive Officer
Regd office of NESCO,WESCO & SOUTHCO

SECTION – I

INVITATION FOR BIDS (IFB)

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)

Registered Office:

N 1/22, IRC Village, Nayapalli, Bhubaneswar – 751015

Ph. No. 0674-2558737, Fax: 0674-2558343

INVITATION FOR BIDS (IFB)

**FOR Supply and setting up of ATP Touch screen Kiosks on BOOM Basis
(COMPETITIVE BIDDING)**

(Tender Notice No. CSO/ IT/Supply and setting up of ATP Touch screen Kiosks on BOOM
Basis/03 Dt. 19.10.2012

SECTION –I

- 1.0 For and on behalf of the NESCO/WESCO/SOUTHCO, the undersigned invites bids under two part bidding system in sealed cover in duplicate duly superscribed with tender Notice no. CSO/ IT/Supply and setting up of ATP Touch screen Kiosks on BOOM Basis /03 Dt. 19.10.20112 from the reputed manufacturers only for design, manufacture, supply, type testing, inspection, loading at factory, installation, transportation to & unloading at site / stores including guaranteed obligation for **Supply and setting up of ATP Touch screen Kiosks on BOOM Basis.**
- 2.0 **Submission of the Bids:**
- 2.1 The Bidders are required to submit a detailed and comprehensive bid, consisting of Technical and Commercial Proposal and conditions / schedule of non-compliance, if any. The submission of the Bids shall be in the manner specified in the instruction to Bidders. The due date of submission shall be 16.11.2012 up-to 2 PM.
- 3.0 NESCO/WESCO/SOUTHCO will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and delivery of bids.
- 3.1 NESCO/WESCO/SOUTHCO reserves the right to cancel, postpone, withdraw the invitation for Bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision if the situation so warrants.

4.0 E.M.D & TIME SCHEDULES:

Description	Date
Pre bid Meeting	06.11.2012 at 4.00PM
Last date for sale of tender papers	15.11.2012

Submission of Tenders	16.11.2012 up to 2 PM
Opening of Technical Bid	16.11.2012 at 3.30 PM
Required Quantities of Machines:-	As per clause no. 5 below.
Completion of the delivery	As per clause no. 5 below.
Cost of Tender Paper (Non-Refundable)	Rs. 10,500/- (Rupees Fifteen Thousand Seven Hundred Fifty only) in shape of Cash/ Account Payee demand draft issued in favour of the North Eastern Electricity Supply Company of Orissa Ltd. payable at Bhubaneswar only.
Amount of E.M.D payable	Rs. 5,00,000/- (Rupees Five Lakhs) In shape of account payee demand draft / Bank Guarantee in favour of the "North Eastern Electricity Supply Company of Orissa Ltd.". For details, please refer clause no. 9.2 of ITB (Page-14)

5.0 SCHEDULE OF REQUIREMENTS & DELIVERY:

Sl. No	DISCOMS	Description of material	Quantity	Delivery quantity from date of issue of the Order		
				Within 60 days (Machines to be Installed (25%))	Within 90 days Machines to be Installed (35%)	Within 120 days Machines to be Installed (40%)
1	WESCO	Supply and setting up of ATP Touch screen Kiosks on BOOM Basis.	100	25	35	40
2	NESCO		100	25	35	40
3	SOUTHCO		100	25	35	40
Total			300	75	105	120

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

6.0 QUALIFICATION OF BIDDERS:

6.1 Criteria for qualification :

6.1.1. Technical:

- a) The bidder should have been in the business of supply, operation & maintenance of ATP machines during the last 3 financial years i.e. 2009-10 , 2010-11 & 2011-12 (or) should have installed at least 50 Nos. of ATP machines during the last 3 financial years i.e.2009-2010 , 2010-11,2011-12. Necessary

Proof for the above shall be enclosed.

- b) The bidder should be able to manage the collection of both by cash as well as cheques through these machines with bidder's own responsibility.

- c) The bid shall be accompanied by user's certificate from any Distribution Utility/ Reputed Private Organization/ State Govt./ Central Govt. or their undertaking(s) in support of satisfactory performance of their above materials supplied earlier to them.

- d) The bidder has to quote at least 50% of the tendered quantity of the machines covered under this notification. Bidders shall submit self attested copies of P.O.'s / W.O's executed successfully for the relevant years and abstract thereof to prove the quantity as supplied.

- e) The ATP machine manufacturer should be an ISO Certified company for design, development and manufacture and necessary proof shall be enclosed.

- f) The bidders should be an IT solution integrator and will have a capacity of in-house software development team or for the required business solution or can be capable enough to acquire the same from any well established solution provider.

- g) The bidder should accept Single Point responsibility for operation and maintenance of ATP machines and cash handing / cheque handling.

- h) The offers of bidders not satisfying the BQR conditions and not furnished required documentary evidences will be summarily rejected.

- i) The bidders who have earlier failed to execute the Purchase Order(s) of NESCO/WESCO/SOUTHCO and or blacklisted by the NESCO, WESCO & SOUTHCO/any of the distribution Utility in India shall not be eligible to participate in this tender.

- j) NESCO/WESCO/SOUTHCO reserves the right to waive minor deviations, if they do not materially effect the capacity of the bidder to perform the contract.

6.1.2 Financial:

The latest net worth of the intending bidder and or their promoter should not be less than as mentioned below;

Sl. No	Description of Materials Tendered	Quantity	Minimum qualifying requirement for 100% Tender Quantity in Rs.Crores *
1	ATP Machine	300	10.50crore

* In case of the bidder quoted less than 100%, the proportionate Net worth shall be qualifying requirement.

6.1.3 Participation by forming a CONSORTIUM:

- a) Bid can be submitted by a Consortium of not more than two (02) entities out of which the lead member must be a Service provider of ATP Machine another member may be Service provider or Manufacture of the ATP Machine. Each Bidding Consortium shall be required to submit a legally enforceable Consortium Agreement duly executed by the Members of the Consortium as per the format in Annexure-VII of this Tender document along with its Bid. An entity participated individually cannot participate in consortium.
- b) They should have legally valid consortium agreement as per the prescribed format for the purpose of participation in the bidding process. All the Consortium member(s) shall authorize the lead partner by submitting a power of Attorney as per the prescribed format at Annexure-VIII duly signed by the authorized signatories. The lead partner shall be authorized to receive instructions for and on behalf of all partners of the Consortium and entire execution of the contract.
- c) In case of Bid being submitted by a Consortium, the Lead Member of the Consortium will be the single point of contact for the purposes of the Bidding Process. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of the DISCOM and DISCOM shall not bear any liability whatsoever on this account.
- d) The Bidding Company or in case of Bidding Consortium, any Member of the Bidding Consortium, should not have been blacklisted by any department or State Utility or undertaking of any State Government or Government of India or any Power Distribution Licensee or debarred by any Court of Law from doing any business activity.
- e) Consortium as a whole shall meet the qualifying norms specified in the tender, they participate.

- f) The Consortium and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract.

6.1.4. **Documentation :**

- 6.1.4.1. Bidder shall furnish self attested copies of original documents defining the constitution or legal status, place of registration and principal place of business namely of Memorandum and Article of Association.
- 6.1.4.2. Self attested copy of power of attorney / DISCOM Resolution of the authorised signatory of the bid.
- 6.1.4.3. Bidders shall submit their self attested copy of audited financial reports/Accounts for last two financial years. In case the Bidder is in existence for less than 2 years the audited financial reports/Accounts from the date of its incorporation should be furnished.
- 6.1.4.4 Self attested Copies of Purchase Order (all pages) successfully executed, Users Performance Certificate, type Test Report if any.
- 7.0 All correspondence with regard to the above shall be made to the following address:

Registered Office of NESCO,WESCO &SOUTHCO:

**N 1/22, IRC Village, Nayapalli,
Bhubaneswar – 751015
Ph. No. 0674-2558737, 3254109
Fax: 0674-2558343
Email: surya.mishra@orissadiscoms.com**

SECTION -II

INSTRUCTION TO BIDDERS (ITB)

SECTION –II

INSTRUCTION TO BIDDERS (ITB)

1. SOURCE OF FUNDS:

- 1.1 NESCO/WESCO/SOUTHCO hereinafter referred to as the “Purchaser” is desirous of supply and Installation of ATP Machine to facilitate consumers to pay the electricity bills on Boom basis for a period of 5 years.

2. SCOPE OF WORK:

- 2.1 Supply of Any time payment machines (Cash /Cheque depository machine) to WESCO / NESCO / SOUTHCO for collection of Electricity bill charges in DISCOM area under “Build, Own Operate and Maintenance Basis. “The scope of work in brief shall include design, manufacture, type testing, inspection, supply, loading at factory, transportation to site / stores, unloading at site/stores including guaranteed obligation of complete supply and installation of ATP Machine in conformity to the technical specification enclosed herewith in Section – IV.

3. DISCLAIMER:

- 3.1 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.2 Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply / provision of Services for the Project.
- 3.3 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy him self that documents are complete in all respects. Intimation of any discrepancy/ doubt shall be sent to the Purchaser address for speedy response.
- 3.4 This document and the information contained herein are **Strictly Confidential** and are for use of only the person (s) to whom it is issued/ downloaded from the website. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors).

4. COST OF BIDDING:

- 4.1 The Bidder shall bear all costs associated with the preparation and

submission of its Bid and **Purchaser** will in no case be responsible or liable for those costs.

5. **BIDDING DOCUMENTS:**

5.1 The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents. In addition to the covering Letter accompanying Bidding Documents, the Bidding documents include:

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

5.2 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will / may result in the rejection of the Bid.

6. **AMENDMENT OF BIDDING DOCUMENTS:**

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

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

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

7. **LANGUAGE OF BID:**

The Bid, prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the **Purchaser**, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that the literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

8. **DOCUMENTS COMPRISING THE BID:**

8.1 **The Bid prepared and submitted by the Bidder shall comprise of two**

parts i.e. Part-I (Techno-Commercial Bid), & Part-II (Price Bid).

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

- (a) Bid Document signed by the bidder in every page, all other Schedules / Formats enclosed in the Bid-Documents (i.e. Annexure-I, II, IV, V (A), V (B), VI, VII, VIII, IX & X) duly filled in & signed by the bidder with seal in a separate envelop superscribed as Techno Commercial Bid. **Bids containing information in formats other than our prescribed formats shall not be acceptable and may make the bid non-responsive.**
- (b) Requisite Earnest Money Deposit (E.M.D) as per clause No. 4 of Section – I, IFB in a separate envelop superscribed as “**EMD**” failing which the bid may be treated as non-responsive.
- (c) Following Documentary evidence establishing in accordance with Clause-6, IFB, that the Bidder is qualified to perform the Contract if the Bid is accepted;
 - (i) Self attested copies of Purchase Orders executed in last 2 Years.
 - (ii) Self attested copies of Performance Certificates / Successful contract completion Certificates from the buyers preferably from Electricity Distribution Utilities / Government Organizations.
 - (iii) Copies of Profit & Loss Accounts & Audited Balance sheet indicating Net worth of the Bidder and or their promoter should not be less than two times of the estimated cost of the Supply and Installation of the ATP Machine.
- (d) Power of Attorney / DISCOM resolution indicating that the person(s) signing the Bid have the authority to sign the Bid and as such the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 14.
- (e) Requisite **Cost of Tender Document as per clause 4 of Section –I, IFB** in shape of account payee Bank draft from a scheduled Bank in favour 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-V) duly filled in & signed by the bidder with seal.

(This shall be submitted in a **double sealed envelop separately duly superscribed as “Price Bid”**)

9. SUBMISSION OF BID:

9.1 The Bidder shall complete and submit the Bid Document in duplicate enclosing all documents at clause “8” above in two sealed envelopes for Original & Duplicate separately, superscribing the Tender Notice No:CSO/IT/ Supply and setting up of ATP Touch screen Kiosks on BOOM Basis/03 Date:19.10.2012 Date of Opening 16.11.2012& Description of < Supply and setting up of ATP Touch screen Kiosks on BOOM Basis >.

9.2 E.M.D:

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

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

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

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

OR

Bank Guarantee in favour of “North Eastern Electricity Supply Company of Orissa Ltd.” issued by a scheduled bank encashable at local branch at Bhubaneswar only. The BG shall be strictly as per the format enclosed at Section – V, Annexure – X.

NB: In case of any deficiency such as the ownership of the security bond (other than the issuing bank), deviation from the approved format, absence of signature of witness etc. found in the EMD Bank Guarantee, the same shall be liable for rejection.

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

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

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

3) In case of failure to supply and/or install the materials/equipment during the contractual delivery period.

10. **BID PRICE:**

- 10.1 (a) **The Bidder shall quote the transaction rates offered for all items in the price bid schedule only. All the rates given in the tender schedule should be expressed both in FIGURES AND WORDS.**
(b) **The quoted price will be corrected for arithmetical errors.**
(c) **In case of discrepancy between the price quoted in words and figures, lower of the two shall be considered.**
(d) **The offers shall be evaluated inclusive of service tax quoted / applicable at that time.**
- 10.2 50% of the rates quoted for 0-3000 transactions;
30% of the rates quoted for 3001-5000 transactions;
10% of the rates quoted for 5001-8000 transactions;
10% of the rates quoted for the transactions more than 8000 shall be added and taken for price comparison. The lowest rate arrived **from the above will be the L1 Bidder**

The DISCOM is not bound to accept the offers as the case may be, and reserves the rights to reject any or every offer or split the order without assigning any reason whatsoever and/or to carry out negotiations with the Bidder in the manner considered suitable to the DISCOM.

- 10.3 Prices quoted by the Bidder shall be **“Firm”** and not subject to any price adjustment during the performance of the Contract. **A Bid submitted with variable Price or an adjustable price clause shall be treated as non-responsive and rejected out rightly.**

11. **CONTRACT PRICE:**

- 11.1 The Ex-Works Prices quoted for the Contract shall remain FIRM as per the above Parameters and Purchaser shall not compensate Bidder for any variations. However, any variation in the taxes & duties as applicable shall be borne by the Purchaser.
- 11.2 In case the Purchaser, revise the scope of woks, bidders shall be compensated based on the Unit Rate (Ex-Works) agreed upon before Order placement or as per mutually acceptable rates.

12. **BID CURRENCIES:**

- 12.1 Prices shall be quoted in Indian Rupees Only.

13. **DOCUMENTS ESTABLISHING CONFORMITY TO THE BIDDING DOCUMENTS:**

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

14. **PERIOD OF VALIDITY OF BIDS:**

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

14.2 Notwithstanding Clause 14.1 above, the **Purchaser** may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing or by Fax.

15. **ALTERNATIVE BIDS:**

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

FORMAT AND SIGNING OF BID:

16.

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

The Price Bid in Original should be submitted in a separate sealed envelope marked as "**Price Bid**".

In the event of any discrepancy between the original and the copies, the original shall govern.

16.2 The original and the duplicate copy of the Bid shall be typed or written legibly and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder.

Such authorization shall be indicated by written Power-of-Attorney/ DISCOM Resolution accompanying the Bid.

16.3 The Bid shall contain no interlineations, erasures, overwriting except as necessary to correct errors, made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

17. **SEALING AND MARKING OF BIDS:**

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

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

i) **TECHNO-COMMERCIAL BID ENVELOPE:** Shall contain the Bid Security (EMD), Cost of Tender Document, all supporting documents for

qualifying requirement of this tender, duly filled in formats Abstract of General Terms & Conditions, Declaration Form, Technical Data Schedule, Technical & Commercial Deviations formats, Un-quoted blank Price Schedule etc. enclosed at Annexure I, II, IV, V (A) & V (B), VI, VII, VIII, IX & X at Section-V of this document.

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

17.3 The inner and outer envelopes shall:

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

_____ **Regd. Office, NESCO, WESCO & SOUTHCO. N 1/22,
IRC Village, Nayapalli, Bhubaneswar – 751015**

- b) **Bear the Project name as:** “Supply and setting up of ATP Touch screen Kiosks on BOOM Basis” In addition to the information required in sub clause (a) and (b) above, the outer envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “Late” pursuant to Clause 20.

- 17.4 The Bidders have the option of sending the Bids by Post/ Courier services or in person. Bids submitted by Telex/Telegram/Fax will not be accepted. No request from any Bidder to the **Purchaser** to collect the proposals from Airlines/ Cargo/Courier Agents etc. shall be entertained by the Purchaser.

18. DEADLINE FOR SUBMISSION OF BIDS:

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

- 18.2 The **Purchaser** may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. ONE BID PER BIDDER:

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

20. LATE BIDS:

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

21. **MODIFICATION AND WITHDRAWAL OF BIDS:**

- 21.1 The Bidder may modify or withdraw his Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the **Purchaser** prior to the deadline prescribed for submission of Bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 17 & 18. A withdrawal notice may be sent by fax but must be followed by an original signed confirmation copy.
- 21.3 No Bid can be modified subsequent to the deadline for submission of Bids.
- 21.4 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid form as per clause 14.

22.0 **EVALUATION OF BID:**

22.1 **PROCESS TO BE CONFIDENTIAL:**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

23. **CLARIFICATION OF BIDS:**

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

PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS:

24.

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

- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the total amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

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

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

25 **EVALUATION AND COMPARISON OF BIDS:**

25.1 The evaluation of Bids shall be done basing on the offered price competitiveness basis.

25.2 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes:

In the first stage, the Bids would be subjected to a responsiveness check as detailed in the clause 24. The Technical Proposals and the Commercial terms & conditions of the Bidders would be evaluated and discussed as per clause 26 of this document.

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

25.3 **The Purchaser's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:**

a) **Delivery Schedule:**

b) **Deviations from Bidding Documents as mentioned in Non-Compliance Schedule.**

c) **Past performance and capability to execute the contract.**

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents. The Cost of all quantifiable deviations and omissions from the specification, terms and conditions, specified in Bidding Documents shall be evaluated. The Purchaser will make his own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

26.0 **AWARD OF CONTRACT:**

In normal circumstances the Purchaser will generally award the Contract to the successful Bidder whose Bid has been determined to be the lowest evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily. If the lowest evaluated price (L1) of more than one responsive bidder(s) is same, then in such event the tender quantity shall be awarded in equal proportion.

However, for timely completion of the project, the purchaser may distribute the order among the bidders (maximum three) at L1 rate.

26.1 **CONTACTING THE PURCHASER:**

- 26.1. From the time between Bid opening to award of contract, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, he should do so in writing.
- 26.1.2 Any effort by a Bidder to influence the Purchaser and / or in the Purchaser's decisions in respect of Bid evaluation, Bid comparison or Contract of Award, will result in the rejection of the Bidder's Bid.
- 26.2 THE PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS OR TO RELAX ANY TERMS AND CONDITIONS:**
- 26.2.1 The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the grounds for the Purchaser's action.
- 26.2.2 In the interest of work, the Purchaser reserves the right to relax any terms and conditions without affecting the quality & price of the equipments.
- 26.3 The Purchaser will award the Contract to the successful Bidder whose Bid has been determined to be the lowest- evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily. The Purchaser at its option/ discretion may split the total quantity to be supplied between two or more Techno- Commercially responsive Bidders in case of the bid prices are same and early delivery is required by the purchaser.
- 26.4 THE PURCHASER'S RIGHT TO VARY QUANTITIES:**
- The Purchaser reserves the right to vary the quantity i.e. increase or decrease the number of materials without any change in terms and conditions at the time of placing the orders or during the execution of the Contract.
- 26.5 LETTER OF INTENT / NOTIFICATION OF AWARD:**
- 26.5. The letter of intent / Notification of Award shall be issued to the successful Bidder(s) whose bid(s) have been considered responsive, techno-commercially acceptable and evaluated to be the Lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance to it **within 7 days** of issue of the letter of intent / Notification of Award by Purchaser.
- 27.0 PERFORMANCE SECURITY:**
- 27.1 Within 10 days of the receipt of Notification of Award / Letter of Intent from the Purchaser, the successful Bidder shall furnish the Performance Security in the form of Bank Guarantee executed on non-judicial stamp paper worth Rs.100/- (Rupees One hundred only) issued by a scheduled Bank in favour of the Purchaser encashable at Bhubaneswar only for an amount of Rs.5.00lakhs per Discom in accordance with the General Conditions of Contract in the Performance Security Form provided in Section –V of Bidding Documents.

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

28. CORRUPT OR FRAUDULENT PRACTICE:

28.1 The Purchaser requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Purchaser:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/ or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice amount Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- b) Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- c) Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an contract if he at any time determines that the firm is engaged in corrupt or fraudulent practice in competing for, or in executing, the Contract.

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

30.0. LITIGATION HISTORY:

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

SECTION –III

GENERAL TERMS AND CONDITIONS OF CONTRACT (GTCC)

SECTION – III
GENERAL TRMS AND CONDITIONS OF CONTRACT (GTCC)

1.0 GENERAL INSTRUCTIONS:

- 1.01 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.02 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case shall be responsible or liable for these costs.
- 1.03 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred / sold to the other party.
- 1.04 The Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the Purchaser, the data in support of Tender requirement is incomplete.
- 1.05 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or Submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the Purchaser's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Purchaser.

2.0 DEFINITION OF TERMS:

- 2.01 NESCO/WESCO/SOUTHCO shall mean **the “Purchaser”** on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.02 “Bidder” shall mean the firm who quotes against this bid document issued by the Purchaser. “Contractor / Bidder” shall mean the successful Bidder(s) whose bid has been accepted by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns..
- 2.03 “Site” shall mean the Electricity Distribution Area of the **Purchaser**.
- 2.04 “Specification” shall mean collectively all the terms and stipulations contained in those portions of this bid document known as Instruction to Bidder, Bid form and other forms as per Section –V, General Conditions of Contract, Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05 “Letter of Intent” shall mean the official notice issued by the Purchaser notifying the Contractor that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The “Letter of Intent” issued by the Purchaser shall be binding on the “Contractor”.
- 2.06 “Month” shall mean the calendar month and “Day” shall mean the calendar day.

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

3.0 CONTRACT DOCUMENTS & PRIORITY:

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

4.0 SCOPE OF WORK:

- 4.01 NESCO / WESCO / SOUTHCO is looking for the supply and installation of 300 nos Any time payment Machine” for collection of electricity bill charges in discom area under “Build , Own Operate and Maintenance Basis” from

The Bidder shall install, test & commission “Any time payment machine “ in designated collection centres of NESCO / WESCO / SOUTHCO area and shall collect the cheques/cash remitted by the DISCOM consumers and in turn remit the cheques/cash in to DISCOM Account in the Bidder’s own responsibility. Any misappropriation happened to either cash (or) cheque, the Bidder should take full responsibility. The Bidder shall operate the “Any time payment machine under the “Build, Own, Operate and Maintenance Basis”.

As the procurement of Any time payment machine is under “Build Own, Operate and Maintenance Basis”, the Bidder shall make their own arrangements, for supply, testing, installation, commissioning and maintenance of the Any time payment machines. Respective Discom in turn will pay the Bidder, transaction fees for the collection & remittance on rate contract basis for 5 years.

The amount collected upto 13:00 Hrs in the ATP machines have to be deposited in the respective Division’s / Sub-divisions collection account maintained in the Discom’s collection Banks on the same day before the closing time of the banking hours and the collections after 13:00 Hrs. have to be deposited on next working day. The Bank remittance challan has to be handed over to the concerned officer of the Discom.

This rate contract for the collection & remittance of electricity bills from Any Time Payment (ATP) machines is for a period of five years and the transaction fees will hold good for a period of five years.

The Bidder may also utilise the machines for providing services to other organizations also. In such case, the Bidder has to share 10% of the charges to DISCOM out of collection from other agencies. The Bidder must produce the copy of the invoice raised to the other agencies in support of sharing of 10% with DISCOM.

The Bidder shall furnish worksheet of costs arrived along with the price bid.

The performance of the ATP Machines would be monitored intermittently or frequently by DISCOM’s representatively and in case of any dissatisfaction by the consumers or by DISCOM, the rate contract will be terminated by giving 30 days notice.

4.02 The DISCOM’s reserves the right to vary the quantity i.e increase or decrease, at the time of placing order or during project execution.

4.03 All relevant drawings, data and instruction manuals and other necessary inputs shall be under the scope of contract.

5.0 **GENERAL REQUIREMENTS:**

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

6.0 The Bidder shall be responsible & shall comply with the provisions of all statutory acts i.e Electricity Act 2003, Indian Electricity Rules 1956, Income Tax Act-1961 etc.

7.0 **INSPECTION & TESTING:**

i) The supplier shall obtain for the Discom’s representative, permission

to inspect, examine and test ATP Machine after installation of ATP Machine.

- ii) Where the contract provides for test on the Premises of the Contractor or of any of his Sub-Contractors, the Contractor shall provide such assistance, electricity and as may be required or as may be reasonably demanded by the Purchaser's representative to carryout such tests efficiently.
- iii) After completion of the tests as indicated above, the Purchaser's representative shall forward the test results to the Purchaser. If the test results confirm to the specific standard, the Purchaser shall approve the test results and communicate the same to the Contractor in writing. The Contractor shall provide atleast three copies of the test certificates to the Purchaser.
- iv) The Purchaser has the right to have the test carried out at his own cost by an independent agency whenever there is a dispute regarding the performance of ATP Machine.

v)

8.0 **TRAINING FACILITIES :**

The Contractor shall provide all possible facilities for training of Purchaser's Technical personnel, when deputed by the Purchaser for acquiring first hand knowledge for it's proper operation etc.

9.0 **REPLACEMENT OF DEFECTIVE/FAILED ATP MACHINE:**

In the event, any of the the machine 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.

- (a) Notwithstanding anything contained in the above Liquidated damages clause when the whole or part of the machine supplied by the supplier are found to be defective or damaged or are not inconformity with the specification, such defects or damages in machine supplied shall be rectified within 24 hours. Otherwise a penalty of Rs.2500/-per day will be recovered towards breakdown of the machine from the bill. The ATP Machines must be maintained for 24x7 days throughout the month.

(b)

10.0 **EXPERIENCE OF BIDDERS :**

- 10.1 The bidder(s) should furnish information regarding experience particularly on the following points :
- i) Name of the manufacturer :
 - ii) Standing of the firm for manufacture of equipment/material quoted :
 - iii) Description of quoted materials/equipment supplied during the last 3 (three) years with the name (s) of the party (s) to whom supplies were made.
 - iv) Testing facilities at manufacturer's work with copies of calibrated certificates of the major testing equipment.
 - v) If the manufacturer is having collaboration with other firm(s), details regarding the same:
 - vi) A list of Purchase orders, executed during the last three years along with user's certificate and copies of Purchase orders.
- 10.2 Bids may not be considered if the past manufacturing experience is found to be un-satisfactory as mentioned under clause -6 of the IFB

11.0 **LANGUAGE AND MEASURES :**

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

12.0 **DEVIATION FROM SPECIFICATION :**

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

13.0 **PRICE BASIS:**

- 13.01(The Bidders are requested to quote PRICE, valid for 3years from date of award of contract.

13.02 The prices quoted shall contain

- (a) Rates per transaction and applicable Service Tax. However, for admittance of Service Tax, necessary evidences shall be produced at the time of claiming of payment from DISCOM.

(b) The breakup of prices shall indicate all types of Taxes, Duties and other Levies of whatsoever nature.

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

14.0 **TERMS OF PAYMENT:**

Payment will be made to the firm on per transaction basis. The number of transactions that has been done over a period of month for each day will be certified by the Revenue Supervisor of the Concerned Section Office where Any Time Payment Machine has been installed. Further the Section Officer where the Any Time Payment machine has been installed has to certify that the cash/ cheque received through the ATPM transaction has been transferred to DISCOM's account and has been reconciled then and there.

The amount collected before 13:00 Hrs. of every day in the ATP machines have to be deposited in the respective DISCOM's collection account maintained in the DISCOM's collection Banks every day before the closing time of the banking hours and collections after 13:00 Hrs. have to be deposited on the next working day. For delayed remittance of more than one working day (other than Bank holidays) will attract a penalty of 22% of the non-deposited amount by the contractor. This penalty will be deducted from the transaction charges payable to the supplier/dealer.

The transaction fee for the entire month for each machine, will be paid by respective Discom, within one month , after submission of bills and against the bills passed by the FC/Revenue, based on the copy of the transaction details sent by the respective Section Office / Sub-Division Office. The invoice in duplicate shall be sent to the Corporate office of the respective Discom, for passing the bills. The transaction fees would be paid only after approval of Performance Bank Guarantee

15.0 **PRICE VALIDITY:**

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

16.0 **Performance bank GUARANTEE:**

16.01 The Performance Bank Guarantee shall be furnished by the

Successful Bidder Bidder for an amount of Rs.3.50 Lakhs per machine, within 15 days from the date receipt of order which is the 100% cash collection for 6 days per machine before commissioning of each machine and the Bank Guarantee shall be valid for 3 years from the date of commissioning.

16.02 The collections will be reviewed every month and if the collection exceeds Rs. 4 Lakhs per machine, the contractor has to furnish an additional Performance Bank Guarantee for a value not exceeding 100% of the cash collection per machine for 6 days. Failing which penalty @ 22% will be collected. The additional Performance Bank Guarantee shall be valid till expiry of contract period.

16.03 **DISCOM** reserves the right to forfeit the Performance Bank Guarantee in the following events:

(a) The case/cheques collected in ATPM are not transferred to Discom's account.

(b) The amount realized through ATPM is not properly reconciled into DISCOM's account.

© If the functioning of the ATP is not to the satisfaction of the consumers or DISCOM as a whole.

(d) If royalty to be paid to DISCOM is not properly paid now and then

(e) Any misappropriation / damage is caused to the cash (or) cheque collected in the ATP machines.

17.0

17.0 **RELEASE:**

The Bidder's Performance Bank Guarantees / Assignable Bank Guarantee will be released without interest within thirty (30) days from the last date up to which the Performance Bank Guarantee has to be kept valid (as defined in Clause 16.01).

18.0 **TECHNICAL INFORMATION / DATA:**

The Purchaser and the Contractor, to the extent of their respective rights permitting to do so, shall exchange such technical information and data as is reasonably required by each party to perform its obligations and responsibilities. The Purchaser and the Contractor agree to keep each other in confidence and to use the same degree of care as he uses with respect to his own proprietary data to prevent its disclosure to third parties of all technical and confidential information. The technical information, drawings, records and other document shall not be copied, transferred, traced or divulged and / or disclosed to third party in full / part nor misused in any other form. This technical information, drawing etc. shall be returned to the Purchaser with all approved copies and duplicates. In the event of any breach of this Contract, the Contractor shall indemnify the Purchaser against any loss, cost of damages of claim by any party in respect of such breach.

19.0 **EFFECTIVE DATE OF COMMENCEMENT OF CONTRACT :**

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

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

21.0 **LIQUIDATED DAMAGES:**

21.01 The delivery as specified should be guaranteed by the supplier under the Liquidated Damages Clauses given below:

21.02 If the rBidder fails to supply and installation of the materials within the time specified in the Schedule-5 or any extension thereof, the purchaser shall recover from the supplier as liquidated damages, for each machine, a sum of Rs.2,900/= for each completed week of delay. The total liquidated damages shall not exceed Rs.58,000/= for each machine.

The actual date of commissioning of ATPM with all its accessories at the collection centres of NESCO,WESCO & SOUTHCO such that it is functional for collection purposes will be reckoned as date of delivery for this purpose.

21.03

Bidders not giving clear and specific acceptance to the above clauses are liable for rejection

22. **VALIDITY OF THE ORDER:**

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

23. **PACKING :**

24.0 **COMMISSIONING SPARES:**

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

25.0 **DISPUTE RESOLUTION & JURISDICTION OF CONTRACT:**

25.1 Any dispute arising out of this contract shall be referred to the MD/CMD,

OPTCL who shall decide the case as sole arbitrator

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

25.3 All disputes shall be subject to exclusive jurisdiction of the Court at Bhubaneswar and Writ jurisdiction of Hon'ble High Court of Odisha at Cuttack.

26.0 **EVENTS OF DEFAULT:**

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

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

(b) Bidder 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) Bidder 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 Bidder's creditors file any petition relating to bankruptcy of Bidder;

(d) Bidder 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 Bidder of notice of such failure from Purchaser.

27.0 **CONSEQUENCES OF DEFAULT:**

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

In the Event of Default, Purchaser may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;

- i) present for payment, to the relevant bank the Contract Performance Bank Guarantee;
- ii) Recover any losses and / or additional expenses, Purchaser may incur as a result of Bidder's default.

28.0 **RESPONSIBILITY:**

(a) The Bidder is responsible for safe delivery and installation of the materials at the destination station in good condition. The Bidder shall include and provide for securely protecting and

packing the materials as per relevant packing standards to avoid damages or loss in transit. All risks connected with the supply, installation & commissioning of these machines should be borne by the supplier.

- (b) The Bidder is responsible for safe handling of cash and cheques in the ATP machines. If any damage caused to the collected cash (or) cheque from the ATP machines or misappropriation, then the Bidder is fully responsible for the cash and cheque collected from the ATP machines

29.0 **FORCE MAJEURE:**

29.01 The term "Force Majeure" as employed herein include, acts of God or force of nature, landslide, earthquake, flood, fire, lightning, explosion, major storm (hurricane, typhoon, cyclone etc.) or major storm warning, tidal wave, shipwreck and perils of navigation, act of war (declared or undeclared) or public enemy, strike (excluding employee strikes, lockouts or other industrial disputes or action solely among employee of Contractor or its subcontractors) act or omission of Sovereign States or those purporting to represent Sovereign States, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the parties or either of them.

Force Majeure shall not include occurrences as follows :

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

Unless the delay arises out of a Force Majeure occurrence and is beyond both Bidder's and Sub-Bidder's or Bidder's control and an alternate acceptable source of services, equipment or material is unavailable. Additionally, Force Majeure shall not include financial distress of Bidder or any Sub-Bidder.

- 29.02 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which the cause lasts.
- 29.03 Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than seven (7) days give written notice of such even to the other party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the work for a continuous period of more than 10(ten) days, the parties shall meet and determine the measures to be taken.
- 29.04 Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if and to the extent, such delay or failure is caused by Force Majeure.

30 **INDEMNIFY**

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

SECTION –IV

TECHINICAL SPECIFICATIONS

FOR

**FUNCTIONAL SPECIFICATION OF CHEQUE/CASH DEPOSITARY MACHINE
(ANY TIME PAYMENT MACHINE) INTRODUCTION**

SCOPE

Cheque/Cash Depository Machine (ATPM) should be designed for Collection of Payment from Customers by Cash, Cheque/Demand Draft, with MICR fields. The ATPM will be installed in NESCO / WESCO / SOUTHCO Area. The ATPM will be unmanned and shall be such that it can be operated by the Customers themselves. Therefore, the design should be very rugged and tamper.

1. THE ATPM CONSISTS OF:

Central Control Unit (CCU): With Core 2 Duo 2.6 GHz or higher processor with suitable mother DISCOM, 2 GB RAM, 250 GB HDD, 52x DVD R/W Drive with Multimedia and Speakers, Secondary 250 GB HDD for back up, necessary ports for integrating the peripherals. In addition to the above a 104 Key Keyboard and Mouse should be provided inside the main cabinet for service purposes.

Operating System: If the access and transfer of data between Bidder server and NESCO server is purely Web server basis, then the operating system at the ATP client can be any operating system other than Linux. Otherwise the operating system should be a Red Hat Linux with oracle client installation.

User Interface: 17" TFT LCD Display with Capacitive Touch Screen

Cash Acceptance Module (CAM): CAM should be provided for accepting Cash payments from the subscribers against their utility bills. This shall be calibrated to accept 5, 10, 20, 50, 100, 500 and 1000 denominations of Indian currencies. The machine shall be capable to identify fake notes and reject the same at the time of accepting cash from the consumer.

Cheque Transport Mechanism (CTM): CTM should consists of a MICR Reader (Cheque Reader) to read the MICR Characters in the Cheques/Demand Drafts offered by the Customers. It should support E 13 B MICR font. A 42 column Alphanumeric printer is also integrated to the CTM for printing the transaction details on the backside of the cheques that are accepted by the machine, prior to being deposited in the Safety Chest. The CTM should have its own controller and should print 6 lines and 42 characters in the reverse of the cheque. A confirmation receipt of cheque received bt ATP should be provided with a ... number

Receipt Printer (RP): A 40 column Dot Matrix printer with Auto Cutter, shall be provided for printing and delivering a receipt into Customer, as a record for remittance of payment. The printer paper shall have water mark of DISCOM logo.

Bar code scanner: A bar code scanner is to be provided to scan the bills with barcodes. On scanning, the system should fetch the data from central data server with all validations.

Safety Chest (SC): A safety chest is located inside the enclosure, for depositing the

Cash/Cheques accepted by the machine. SC should have a Mechanical as well as Software Controlled Electronic Locking arrangement.

Networking: Networking is either through a built-in 10/100 Mbps Network Interface for LAN or through GPRS modem or through RF link or through Leased Lines, for continuously updating the collection data into a designated Server. At locations where it is possible the Utility's WAN would be extended to the ATPM.

Application Software & ATPM Database: To be provided in ATPM should support on-line validation and payment updations in the designated Central Data Server as well maintaining the data of all such transactions in local ATPM data base. This local ATPM database should contains information required for MIS to be furnished to DISCOM in specified formats like Flat file, CSV etc., A monthly backup of ATPM database shall be handed over to DISCOM.

Software: The ATPM Shall have –

- Online validation of Service Connection Number, Dues etc.,
- Online Updation of Transaction Details
- Bilingual support for both Odiya and English with Audio assistance.
- Receipt printing in both English and Odiya with Logo of Discom upon successful transaction i.e. successful posted at our Data base.
- Duplicate receipt option for authorized person.
- Appropriate messages for excess/ short payment.
- Option for selecting/paying multiple pending bills.
- Transfer of MIS reports to designated server.
- Generate text files and transfer the same to the designated server during day end operation/during specified time periods.
 - Management console ; (i) Total no of Transaction
 - (ii) failed transaction / Successful transaction
 - (iii) Collection in each = Total amount
 - (iv) Collection in cheque / Draft

Reports should be available in KIOSK and WEB

Further, the software should be designed to meet requirements for collections of other public utilities/agencies like Corporation tax, Metro water bills, Insurance, etc., with minimum modifications to be done by the vendor on notification.

System Operation

The ATPM shall normally be in the Sleep Mode. When the customer touches the screen it shall prompt the customer to choose the language for communication followed by prompting to enter the Service Connection number. Once the Service Connection number is entered the systems should automatically fetch the customer data, display the parameters in pre-designated fields in the Monitor.

Once the parameters are displayed in the Monitor, the field where the amount that is to be paid is displayed shall flash. The ATPM then prompts to choose the mode of payment – CASH or Cheque/ DD. Once the payment mode is chosen the machine shall prompt

“Please enter amount”. The Customer reconfirms the amount by entering the same through Touch Screen Keypad and pressing <Enter>. There is provision to cancel the amount entry at any point, prior to pressing <Enter>. There shall be provision to choose all the pending bills.

Once the amount is entered and confirmed by the Customer, the ATPM shall prompt **“Please insert Cash/Cheque/DD”** in case of cash or Cheque/DD collections. The Customer then inserts the cash/cheque through the designated slots. Diagram on how to insert the cash/cheque swiping shall be printed below the slots

In the CHEQUE/DD transaction mode the cheque /DD shall automatically taken in by a transport mechanism and parameters such as Cheque/DD Number etc shall be read from the MICR fields. These parameters shall be displayed in the pre-designated fields in the Monitor. Cheques/DD that could not be read properly will be returned to the customer and the ATPM will prompt **“Cheque not read properly”**.

There shall be provision to reject outstation cheques and also not to accept cheques from customers with cheque return history.

In CASH mode the denominations accepted shall be shown on the screen with balance to be paid or excess paid. Once the cheque is read properly and accepted or Cash is accepted or card payments are approved, ATPM shall print a receipt of payment and deliver to the User. The receipt shall contain the following information.

Machine Number

√ Date and Time

√ Service Connection Number

√ Bill Date

√ Bill Amount

√ Mode of Payment : Cash / Cheque / DD

√ If Cheque / DD – Bank Name & other details (As read by the MICR Reader)

√ Amount (As entered by the Customer/deposited as cash)

√ Receipt/Transaction Number [to be generated from the system on monthly rotation].

Simultaneously ATPM initiates the Cheque/DD transport sequence. The transaction details, as indicated below, shall be printed on the backside of the Cheque/DD. Machine Number.

√ Date and Time.

√ Service Connection Number.

√ Bill Date

√ Bill Amount

√ Cheque Name (As read by the MICR Reader)

√ Amount (As entered by the Customer/deposited as cash)

√ Receipt/Transaction Number

The cheque /DD should then be dropped into the SC.

If there is any inordinate delay on the part of the Customer in completing one state of operation and moving over to the next stage, the ATP shall prompt **“Do you want to**

proceed with the remittance”. If there is no confirmation by pressing <Enter>, then the ATPM considers that the cycle is aborted and falls back to the sleep mode.

ENCLOSURE DESIGN, SAFETY AND SECURITY

As the ATPM is to be installed at unattended locations and is used by the Customers themselves, the cabinet design should be rugged and tamper proof through the wall. All fastening in the ATPM Cabinet shall be done from the interior of the cabinet such that none of these fasteners are accessible from outside and the main body of the ATPM should be concealed inside a safety room with door and lock. Only the front fascia of the ATPM shall be accessible to the Subscribers. The cabinet shall be provided with a door with a high security locking system the cabinet design shall be such that entry of vermin, insects etc are prevented.

If anybody tries to force open the door, without the machine into the supervisory/ Maintenance Mode, after entering Supervisor/Maintenance Login Name and Password, there will be a loud Audio Alarm to attract the attention of the Supervisor or the Public. A 650 VA UPS shall be provided internally, to support the ATP. The UPS will facilitate the completion of an on-going cycle of operation, till the receipt is printed and delivered to the User and the Cheque/ cash is dropped into the SC. After completion of the cycle, the ATPM shall shut down till power is restored. The UPS will continue to support the Alarm Circuits, so that any attempt to break open door during power out conditions can be averted. This alarm is automatically inactivated once the cabinet door is opened after taking the ATP to the Supervisory/maintenance Mode after entering the Login Name and Password and the alarm should get activated after getting back to Normal operation mode.

The cabinet lock shall be fool proof and flush with the body of the cabinet. There should not be any levers projecting out.

The cabinet lock shall be fool proof and flush with the body of the cabinet. There should not be any levers projecting out.

The Personnel authorised to access the SC or maintenance of the ATPM should have the key of the main cabinet. They should also possess the Log-in Name and Passwords for the respective functions. In addition to the above, personnel authorised to access the Safety Chest should have the mechanical key of the Safety Chest. The matching Personnel Identification Number (PIN) should also be entered concurrently to open the Software Controlled Electronic Lock of the Safety Chest. Maintenance Personnel can access all interior parts of the ATP, except the Safety Chest.

All the transaction data, security login and all operations in the ATPM shall be recorded as a log file as backup and also in the secondary HDD. These details can be accessed only by the authorized person. When the safety chest is accessed, the CDM shall print a docket in the RP. This docket contains the following information.

- √ Machine Number.
- √ Docket Serial Number.
- √ Date and Time.
- √ Login Name.
- √ Amount as per the Bills Scanned.

√ Number of Cheques.

Amount entered by the Customer. This docket can be kept as a record for the personnel who have accessed the Safety Chest. If the authorization is through a proximity Card, then the card number will also be printed on this docket. The Password and PIN will not be printed in this docket, as this is a confidential information exclusively for use by the personnel authorized to access the Safety Chest. These details are also uploaded to the designated Server during the next login. Once the Safety Chest is emptied the ATPM can be put back into Operation Mode only after closing the Safety Chest as well as the cabinet. If any of the locking arrangements are not done properly it will not be permitted to put the ATPM back into the Operation. When the ATPM is put back into the Operation Mode the Date and Time will be recorded in the Machine Log and also uploaded to the designated Server.

**ACTIVITY LIST FOR ATP MACHINES
(ANNEXURE OF FUNCTIONAL SPECIFICATIONS)**

SL.NO	ACTIVITY LIST	RESPONSIBILITY
1.	Supply of ATP System	Vendor
2.	Supply of ATP application	Vendor
3.	Installation of ATP System	Vendor
4.	Installation of OS and other software applications	Vendor
5	Maintenance of ATP with spares to provide max. uptime	Vendor
6.	OS and other software support	Vendor
7.	Providing of customer support personnel for 12 Hrs	Vendor
8.	Supply of stationary-Both for receipt and MIS	Vendor
9.	Provision of UPS	Vendor
10.	Generation of daily MIS and transaction list	Vendor
11.	Verification of collection with transaction list	Vendor
12.	Hand over/exporting daily transaction data	Vendor
13.	Providing insurance for ATP/cash chest	Vendor
14.	Backup of data and application & other software	Vendor
15.	Publicity and advertisement	Vendor/NESCO
16.	Selection of places for installation of ATP	NESCO
17.	Providing infrastructure like civil works for installation & Electricity for ATP machine operation.	NESCO
18.	Network connectivity & maintenance	Vendor

SECTION –V

**LIST OF ANNEXURES
(SCHEDULES AND FORMATS)**

ABSTRACT OF GENERAL TERMS AND CONDITIONS

(Tender Notice No. CSO/IT/ Supply and setting up of ATP Touch screen Kiosks on BOOM Basis /03 Date:19.10.2012

- | | |
|---|----------|
| 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 2 years furnished or not: | Yes / No |
| 7. Deviation to the specification , if any (List enclosed or not):- | Yes / No |
| 8. Whether agreed to Purchaser's Delivery schedule: | Yes / No |
| If agreed, | |
| a) Date of commencement : | |
| b) Rate of delivery per month : | |
| 9. Whether agreed to Purchaser's Guarantee clause:- | Yes / No |
| 10. Whether agreed for 180 days' validity period of Prices | Yes / No |
| 11. Whether the Prices are FIRM ? | Yes / No |
| 12. Whether agreed to furnish security deposit in shape of B.G. encashable at 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 of the bidder
With seal of the Bidder

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

DECLARATION FORM

**(Tender Notice No. CSO/ IT/ Supply and setting up of ATP Touch screen Kiosks on BOOM Basis /03
Date: 19.10.2012**

**To
Regd office of NESCO,WESCO & SOUTHCO
N1/22 , Nayapalli , Bhubaneswar**

Sir,

Having examined the above specifications together with the Tender terms and conditions referred to therein.

- 1- I / we the undersigned do hereby offer to supply the materials covered thereon in complete shape in all respects as per the rules entered in the attached contract schedule of prices in the tender.
- 2- I / we do hereby undertake to have the materials delivered within the time specified in the tender.
- 3- I / we do hereby guarantee the technical particulars given in the tender supported with necessary reports from concerned authorities.
- 4- I / we do hereby certify to have furnished a copy of the tender specifications by remitting Cash/ Demand draft & this has been duly acknowledged by you in your letter No.....Dt.....
- 5- I / we do hereby agree to furnish the composite Bank Guarantee in the manner specified / acceptable by NESCO/WESCO/SOUTHCO & for the sum as applicable to me / us as per clause No.23 in Annexure-III(A) of this specification within fifteen days of issue of Letter of intent / Purchase Order, in the event of Purchase order being decided in my / us favour , failing which I / we clearly understand that the said LOI / P.O. shall be liable to be withdrawn by the Purchaser

Signed this.....Day of.....200....

Yours faithfully,

(Signature of Bidder with Seal)

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

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

This Guarantee Bond is executed this ____ day of _____ by us the _____ Bank at _____
 P.O. _____ P.S. _____ Dist _____ State _____
 (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 below schedule is to be duly signed by the bidder with seal and must enclose with part-1 bid document.

GUARANTEED TECHNICAL PARTICULARS FOR SUPPLY AND SETTING UP OF ATP TOUCH SCREEN KIOSKS ON BOOM BASIS			
Sl. No.	Particulars	Purchasers Requirement	Bidders Offer
1	Central Control Unit (CCU)	With Core 2 Duo 2.6 GHz or higher processor with suitable mother DISCOM, 2 GB RAM, 250 GB HDD, 52x DVD R/W Drive with Multimedia and Speakers, Secondary 250 GB HDD for back up.	
2	Operating System	Operating system at the ATP client can be any operating system other than Linux. Otherwise the operating system should be a Red Hat Linux with oracle client installation.	
3	User Interface	17" TFT LCD Display with Capacitive Touch Screen	
4	Cash Acceptance Module (CAM):	This shall be calibrated to accept 5, 10, 20, 50, 100, 500 and 1000 denominations of Indian currencies. The machine shall be capable to identify fake notes and reject the same at the time of accepting cash from the consumer	
5	Cheque Transport Mechanism (CTM):	CTM should consists of a MICR Reader (Cheque Reader) to read the MICR Characters in the Cheques/Demand Drafts offered by the Customers.	
6	Receipt Printer (RP):	40 column Dot Matrix printer with Auto Cutter, shall be provided for printing and delivering a receipt into Customer	
7	Bar code scanner	A bar code scanner is to be provided to scan the bills with barcodes	
8	Safety Chest (SC):	A safety chest is located inside the enclosure, for depositing the Cash/Cheques accepted by the machine.	
9	Networking:	Networking is either through a built-in 10/100 Mbps Network Interface for LAN.	
10	Application Software & ATPM Database	To be provided in ATPM should support on-line validation and payment updations in the designated Central Data Server as well maintaining the data of all such transactions in local ATPM data base.	

Supply and installation of Any Time Payment Machine (Cash/Cheque depository machine) for Electricity Bill Collection in NESCO / WESCO/ SOUTHCO area under “Build, Own, Operate and Maintenance Concept”.

Bidders are requested to quote the applicable charges per transaction

S.I No	No. of transactions /per machine for per month	Rupees per Transaction + Taxes (Fraction upto 2 digit)
1	1-3000	
2	3001-5000	
3	5001-8000	
4	Above 8000	

“Transaction “ means collecting the cash/cheque deposited by the consumer from the “ANY TIME PAYMENT MACHINE” (Cash/cheque depository machine) and remitting the amount in DISCOM’s account and submission of receipt for proof of transaction and also for remitting the same in DISCOM’s account.

SIGNATURE:
NAME:
DESIGNATION:
COMPANY:
SEAL

DATE

PLACE

ANNEXURE VI (A)

(TECHNICAL DEVIATION FORMAT)

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

Bidder's Signature with Seal.

N.B :

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

(COMMERCIAL DEVIATION FORMAT)

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

Bidder's Signature with Seal.

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

ANNEXURE – VII

Format for Consortium Agreement

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

This Consortium Agreement executed on this,..... day of
Two Thousand.....By:

M/sa Company (SSI Unit) incorporated under the companies Act – 1956and having its registered office at(hereinafter called the “Lead Member/First member” which expression shall include its successors); and

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

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

The Lead Member/First Member, the Second Member, the Third Member and the Forth Member shall collectively hereinafter be called as the “Consortium Members” for the purpose of submitting a bid proposal to 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) (Hereinafter referred to as DISCOMs) , being a Company incorporated/Constituted under the Companies Act,1956 having its registered office at N 1/22, IRC Village, Nayapalli, Bhubaneswar - 751015,India (hereinafter called the “Purchaser”)in response to the invitation of bids (hereinafter called as “Tender Notice No.....” Document) Dated for supply of Materials/Equipments (hereinafter called as “the Transaction”).

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

- (a) They should have legally valid consortium agreement as per the prescribed format for the purpose of participation in the bidding process. The total no of a consortium shall be limited to four members.
- (b) All members of the Consortium should be the eligible manufacturer(s) of the materials / equipments tendered.
- (c) Each member should have valid statutory license to use BEE three star or more level Certification/Type tested report for the tendered materials/equipments conducted within last five years as applicable for the tender.

- (d) Consortium as a whole shall meet the qualifying norms specified in the tender, they participate.
- (e) The lead member of the Consortium should meet at least 50% of the qualifying norms in respect of the supply experience.
- (f) Besides the lead member, other member (s) of the Consortium should meet at least 15% of the qualifying norms in respect of the supply experience.
- (g) All the Consortium member(s) shall authorize the lead partner by submitting a power of Attorney as per the prescribed format duly signed by the authorized signatories. The lead partner shall be authorized to receive instructions for and on behalf of all partners of the Consortium and entire execution of the contract including receipt of payment exclusively done through the lead partner.
- (h) The Consortium and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract.
- (i) Any member of the Consortium member(s) shall not be eligible either in an individual capacity or part of any other consortium to participate in the tender, where the said consortium participates.
- (j) The prescribed formats for Consortium Agreement (Annexure – VII) and Power of Attorney (Annexure – VIII) are provided in the tender specification as enclosures.

AND WHEREAS the members of the Consortium strictly comply the eligible criteria of the CLAUSE -6.1.2 of the Invitation for Bids (IFB) as stipulated above,

AND WHEREAS bid has been proposed to be submitted to the purchaser vide bid by Lead Member based on this CONSORTIUM agreement between all the members, signed by all the members.

NOW THIS INDENTURE WITNESSETH AS UNDER:

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

1. M/sshall act as Lead Member for and on behalf of Consortium Members. The said Consortium members further declare and confirm that they shall jointly and severally be bound and shall be fully responsible to the Purchaser for the design, manufacture, supply, and successful performance of the materials /equipment, obligations under the supply contract under Agreement(s) submitted/executed by the Lead Member.
2. Despite any breach by the Lead Member or other member(s) of the CONSORTIUM agreement, the Member(s) do hereby agree and undertake to ensure full and effectual an successful performance of the contract with Purchaser and to carry out all the obligations and responsibilities under the said Contract in accordance with the requirements of the Contract.
3. If the Purchaser suffers any loss or damage on account of any breach of the Contract or any shortfall in the performance in meeting the performance guaranteed as per the specification in terms of the Contract, the Member(s) of these presents undertake to promptly make such loss or damage caused to the purchaser, on its demand without any demur. It shall not be necessary or obligatory for the purchaser

to proceed against Lead member to these presents before proceeding against or dealing with the other members. The obligation of each of the member is absolute and not independent of the consortium or any member.

4. The financial liability of the members of this CONSORTIUM agreement to the Purchaser, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said CONSORTIUM agreement, read in conjunction with relevant conditions of the contract shall, however, not be limited in anyway so as to restrict or limit the liabilities of any of the members of the CONSORTIUM agreement. The liability of each member is absolute and not severable.
5. It is expressly understood and agreed between the members to this CONSORTIUM agreement that the responsibilities inter se amongst the members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to the Purchaser. It is clearly understood that the lead member shall ensure performance under the agreement(s) and if one or more Consortium members fail to perform its/their respective obligations under the agreements, the same shall be deemed to be a default by all the Consortium Members. It will be open for the purchaser to take any steps, punitive and corrective action including the termination of contract in case of such default also.
6. This CONSORTIUM agreement shall be construed and interpreted in accordance with the laws of India and shall be subjected to exclusive jurisdiction within Bhubaneswar in all matters arising there under.
7. In case of an award of a Contract, all the members to the CONSORTIUM agreement do hereby agree that they shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the purchaser in the forms acceptable to purchaser for value of 10% of the Contract price. It is also hereby agreed that the lead member shall, on behalf of the CONSORTIUM submit the contract performance security in the form of an unconditional irrecoverable Bank guarantee in the prescribed format and as per terms of the contract.
8. It is further agreed that the CONSORTIUM agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Purchaser discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.
9. Capitalized terms used but not defined herein shall have the meaning as assigned to them to the Tender Documents and/or the agreements.
10. In case of any dispute amongst the members of the Consortium, purchaser shall not be in any way liable and also the consortium members shall not be absolved from the contractual obligation in any manner.

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

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

For Lead/First Member

(Signature of authorized

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

representative)
Name
Designation

Common Seal of the company

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

For Second Member

(Signature of authorized
Representative)
Name
Designation

Common Seal of the company
.....

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

For Third Member

(Signature of authorized
representative)
Name
Designation

Common Seal of the company
.....

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

For Fourth Member

(Signature of authorized
representative)
Name
Designation

Common Seal of the company
.....

WITNESSES

1.....
(Signature)

Name

2.
(Signature)

Name

(Official address)

(Official address)

ANNEXURE – VIII

FORM OF POWER OF ATTORNEY FOR CONSORTIUM

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

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

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

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

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

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

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

For and on behalf of
the Members of CONSORTIUM

- 1. -----
- 2. -----
- 3. -----
- 4. -----

The Common Seal of the above Members of the CONSORTIUM:

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

WITNESS

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

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

SELF DECLARATION FORM

Name of the Purchaser: -----

Tender Notice No: -----

Sir,

1. I / we, the undersigned do hereby declare that, I / we have never ever been blacklisted and / or there were no debarring actions against us for any default in supply of material / equipments or in the performance of the contract entrusted to us in any of the Electricity Utilities of India.

2. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of the purchaser.

Yours faithfully,

Place-
Date-

Signature of the bidder
With seal

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

ANNEXURE – X (A)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

Ref Date Bank Guarantee No:

In accordance with invitation to Tender Notice No.----- Dated ----- of 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/wishe
d 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 invocable at our place of business at Bhubaneswar in the State of Orissa.

Dated _____ Day of 2011.

Witness ((Signature, names & address)
Bank]

- 1.
- 2

For _____ [Indicate the name of

Power of Attorney No. _____

Date: _____

SEAL OF BANK

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

ANNEXURE- X (B)

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

Ref. No. _____

Dated: _____

NESCO Ltd.,

Regd. Office: N1/22, IRC Village, Nayapalli

Bhubaneswar - 751015

Dear Sirs,

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

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

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

Yours faithfully,

For _____

Manager/Agent/Accountant

Power of Attorney No. _____

Date: _____

SEAL OF BANK

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