

SOUTHCO UTILITY

CORPORATE OFFICE: COURTPETA, BERHAMPUR, PIN-760004

DIST: GANJAM (ODISHA)

Email: procurement.southco@southcoodisha.com ,Website: www.southcoodisha.com

**E- SHORT TENDER NOTICE No. SOUTHCO UTILITY / SAUBHAGYA / 8 MTR
LONG PSC POLES / 03/2018-19 Date: 27.04.2018**

**TENDER SPECIFICATION FOR PROCUREMENT OF 8 MTR LONG 200 KG PSC POLES
(UNDER SAUBHAGYA SCHEME)**

Issue of online tender documents (bid sheets):- From dt- 27.04.2018 (10.00 AM) up to 04.05.2018 (1.00 PM)

Last date of submission of online tender: - Up to dt- 04.05.2018 (5.00 PM)

Submission of Tender (Hard Copy): - Up to dt- 05.05.2018 (1.00 PM)

Opening of Techno-commercial bid (Part-I): - On Dt. 05.05.2018 after 4.00 PM

SOUTHCO UTILITY

CORPORATE OFFICE: COURTPETA, BERHAMPUR, PIN-760004

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SHORT TENDER NOTICE

E- SHORT TENDER NOTICE No. SOUTHCO UTILITY / SAUBHAGYA / 8 MTR LONG PSC POLES / 03/ 2018-19

Date: 27.04.2018

For and on behalf of **SOUTHCO UTILITY**, sealed e-tenders are invited **from the reputed manufacturers in two part bidding system** for supply of **8 Mtr. Long 200 Kg. PSC Poles** at the **locations/sections** under the concerned Divisions of SOUTHCO Utility as mentioned below, under **SAUBHAGYA Scheme**.

Name of Division	Location	Qty (Nos.)	EMD Amount (Rs.)	Cost of Tender Document (Rs.)	Last Date & time of submission of online Bid
MED, Malkangiri – 5862 nos.	Katamata GP	170	1,38,500.00	Rs. 11,200/- i.e. Rs. 10,000/- + GST @ 12%	Up to dt- 04.05.2018 (5.00 PM)
	MV-19	50			
	Matapaka GP	70			
	Goudaguda	204			
	Padmagiri	141			
	Pandripani	64			
	Sikhapalli	20			
	Malkangiri Town	320			
	Sindhirmal GP	72			
	Tamasa GP	138			
	Tumsapalli GP	125			
	Kalimela	69			
	Khairput	399			
	Chitrokonda	208			
	Korkonda	904			
	Balimela Town	312			
	Mathili GP	176			
	Nayaguda GP	168			
	Bhejaguda GP	180			
	Kiago GP	229			
	Dalapatiguda GP	566			
Dhungiaput GP	899				
Govindapalli GP	169				
Salim GP	209				
BOED, Boudh- 1275 nos. at	Boudh	93	30,100.00		
	Baghiapada	138			
	Charichhaka	201			
	Chataranga	33			

Primary S/s	Manamunda	146			
	Kantamal	58			
	Ghantapada	79			
	Baunsuni	145			
	Jahnapank	382			
	Grand Total	7137			

The interested bidders would be required to enroll themselves on the tender portal www.tenderwizard.com/SOUTHCO. Complete set of bidding documents are available in www.tenderwizard.com/SOUTHCO portal from Dt. **27.04.2018(10.00 AM)** onwards (as per the e-tender schedule). Interested bidders may visit SOUTHCO's official web site www.southcoodisha.com or www.tenderwizard.com/SOUTHCO for detail specification.

- N.B :** 1) Any addendum / corrigendum to this **e-Short Tender Notice** shall be uploaded in the **website** only.
2) Southco Utility reserves the right to accept / reject any or all bids without assigning any reasons thereof.

**Sr. General Manager
SOUTHCO UTILITY**

The bidders can view the tender documents from www.southcoodisha.com website free of cost.

(i) The bidders who want to submit bid shall have to pay the Rs. 11,200.00 towards tender cost (non-refundable which is inclusive GST @ 12%), in the form of Demand draft only, drawn in favour of Administrator, SOUTHCO Utility, payable at Berhampur.

NB: Cost of Tender shall be fully exempt for the local SSI Units located in the State of Odisha having valid registration in D.I.C/NSIC on the date of submission of the tender.

(ii) The bidders shall have to submit the non-refundable tender processing fee of Rs. 5,900/- which is inclusive of Goods & Service tax @18.0 % in the form of e-payment mode.

(NOTE: For tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).

(iii)The bidders shall scan the Demand Draft / Bank guarantee, towards **EMD** and **Tender Cost** against the tender and upload the same in the prescribed form in .pdf or .jpg format in addition to sending the original as stated above.

(iv) The prospective bidders are advised to register their user ID, Password, company ID from website www.tenderwizard.com/SOUTHCO by clicking on hyper link “**Register Me**”.

(v) Any clarifications regarding the scope of work and technical features can be had from the undersigned during office hours.

NB: All subsequent addendum/Corrigendum to the tender shall be hoisted in SOUTHCO’s official web site www.southcoodisha.com and www.tenderwizard.com/SOUTHCO only

Sr. General Manager

For detail procedure to be followed for submission of Bid, please refer Clause No. 8 & 9 of ITB (page no.13 to 15)

SOUTHCO UTILITY

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Email: procurement.southco@southcoodisha.com / Website: www.southcoodisha.com

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VOLUME –I

E- SHORT TENDER NOTICE No. SOUTHCO UTILITY / SAUBHAGYA / 8 MTR LONG PSC

POLES /03/ 2018-19 Date: 27.04.2018

SECTION – I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR SUPPLY OF 8 Mtr. Long 200 Kg. PSC Poles

(COMPETITIVE BIDDING)

E- SHORT TENDER NOTICE No. SOUTHCO UTILITY / SAUBHAGYA / 8 MTR LONG PSC POLES /03/ 2018-19

Date: 27.04.2018

SECTION –I

- 1.0 For and on behalf of the SOUTHCO UTILITY, the undersigned invites bids under two part bidding system from the reputed manufacturers only for **design, manufacture, supply, inspection, loading at factory, transportation to & unloading at stores including guaranteed obligation for supply of 8 Mtr. long 200 Kg. PSC poles under SAUBHAGYA Scheme.**
- 2.0 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.
- 3.0 SOUTHCO UTILITY will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and delivery of bids.
- 3.1 SOUTHCO UTILITY 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:

SL. NO.	DESCRIPTION	SCHEDULE
1	Cost of Tender document	<p>Rs. 11,200/- (Rupees Eleven thousand Two hundred) only i.e. Rs 10000/- + GST @ 12%.</p> <p>(To be paid in shape of DD, in favour of "Administrator, SOUTHCO Utility, payable at Berhampur)</p> <p>NB: Cost of Tender shall be fully exempt for the local MSEs registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC & NSIC before the date of submission of the tender.</p>
2	Bid security (EMD)	<p>As mentioned in Tender Notice at page -2 in shape of DD in favour of "Administrator, SOUTHCO Utility, payable at Berhampur or in shape of BG in favour of "Administrator, SOUTHCO Utility, encashable at Berhampur branch of BG issuing Bank.</p> <p>The bidder has to furnish separate/individual DD/BG towards bid security for each location as mentioned in tender notice in page -2.</p> <p>NB:- The local MSEs registered with respective DICs, Khadi, Village, Cottage & Handicrafts Industries, OSIC & NSIC before the date of submission of the tender shall be allowed 50% exemption on payment of EMD.</p>

3	Tender processing fee	As mentioned in Tender Notice at page -3. (To be paid to K.S.E.D.C.Ltd, Bangalore on e-payment mode. NOTE: For tender processing fee the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).
4	Issue of bid document	FROM : Dt. 27.04.2018 (10.00AM) upto 04.05.2018 (1.00 PM)
5	Last date of submission of online tender	Up to Dt. 04.05.2018 (5.00 PM)
6	Last date and time of receipt of bid. (Hard Copy)	Up to Dt. 05.05.2018 (1.00 PM)
7	Opening of Techno-commercial bid (Part-I)	ON Dt. 05.05.2018 after 04.00 PM

5.0 SCHEDULE OF REQUIREMENTS & DELIVERY:

Sl. No.	Name of Division	Due date of delivery
1	MED, Malkangiri	Within 30 days of order
2	BOED, Boudh	

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

6.0 QUALIFICATION OF BIDDERS:

6.1 **Criteria for qualification: The bidder must fulfill all of the following qualification criteria (except clause no. 6.1.1 (f)) and submit all relevant documents along with technical bid failing which bids shall be out rightly rejected.**

6.1.1. Technical:

- a) The bidder should be a manufacturer of **PSC poles** for which he submits his offer. The bidder must submit DIC/NSIC registration certificate or Factory License as a proof of manufacturer.
- b) The bidder has **to quote for 100% of the tendered quantity (for any of the locations or all locations under clause 5.0 above) of the material** covered under this notification. The bidder should have supplied **minimum 50%** of the quoted/offered quantity during any one of the financial year out of the immediate past three financial years. Bidders shall submit self attested copies of P.O.'s (all pages), along with Tax Invoices, executed successfully for the relevant years and abstract thereof in the enclosed format **Annexure-XII** to prove the quantity as supplied.
- c) The bid shall be accompanied by user's certificate (preferably issued within immediate last 5 years) from any Distribution Utility/ Reputed Private Organization/ State Govt. / Central Govt. or their undertaking(s) in support of satisfactory performance of their above materials supplied earlier to them.
- d) The offered material should have been factory tested. The bids shall be accompanied with the drawings and factory test reports of the materials conducted within five years before the date of opening of the Tender.
- e) The bidders who have earlier failed to execute the Purchase Order(s) of SOUTHCO UTILITY and / or blacklisted by the SOUTHCO UTILITY/any of the distribution Utility shall not be eligible to participate in this tender.
- f) SOUTHCO UTILITY reserves the right to waive minor deviation, if they do not materially affect the capacity of the bidder to perform the contract.

6.1.2 Financial:

The minimum average annual turnover of the intending bidder should not be less than **two times of the estimated cost of the quantity offered** (as given for 100% quantity in the table below) by the bidder during best three financial years out of immediate past 5 financial years.

MALKANGIRI ELECTRICAL DIVISION

Sl.no.	Location	Qty(In nos.)	Minimum Turnover required (In Rs.)
1	Katamata GP	170	802199.4
2	MV-19	50	235941
3	Matapaka GP	70	330317.4
4	Goudaguda	204	962639.28
5	Padmagiri	141	665353.62
6	Pandripani	64	302004.48
7	Sikhapalli	20	94376.4
8	Malkangiri Town	320	1510022.4
9	Sindhirmal GP	72	339755.04
10	Tamasa GP	138	651197.16
11	Tumsapalli GP	125	589852.5
12	Kalimela	69	325598.58
13	Khairput	399	1882809.18
14	Chitrokonda	208	981514.56
15	Korkonda	904	4265813.28
16	Balimela Town	312	1472271.84
17	Mathili GP	176	830512.32
18	Nayakguda GP	168	792761.76
19	Bhejaguda GP	180	849387.6
20	Kiago GP	229	1080609.78
21	Dalapatiguda GP	566	2670852.12
22	Dhungiaput GP	899	4242219.18
23	Govindapalli GP	169	797480.58
24	Salim GP	209	986233.38

BOUDH ELECTRICAL DIVISION

Sl.no.	Boudh Primary S/s	Qty(In nos.)	Minimum Turnover required(In Rs.)
1	Boudh	93	438850.26
2	Baghiapada	138	651197.16
3	Charichhaka	201	948482.82
4	Chataranga	33	155721.06
5	Manamunda	146	688947.72
6	Kantamal	58	273691.56
7	Ghantapada	79	372786.78
8	Baunsuni	145	684228.9
9	Jahnapank	382	1802589.24

NB: For the purpose of minimum qualifying requirement, the average annual turnover of the bidder shall be considered separately for each store as offered by the bidder. Accordingly bidders must furnish self attested audited Annual Accounts of past 3 best financial years out of immediate past 5 financial years to establish their Turnover requirement.

7.0

All correspondence with regard to the above shall be made to the following address:

**Sr. General Manager, Corporate Office, Southco Utility,
Courtpetta, Berhampur, Ganjam-760004.**

Email: procurement.southco@southcoodisha.com

SECTION –II

INSTRUCTION TO BIDDERS (ITB)

SECTION –II

INSTRUCTION TO BIDDERS (ITB)

1. SOURCE OF FUNDS:

- 1.1 SOUTHCO UTILITY hereinafter referred to as the “Purchaser” is desirous of procurement of materials for strengthening and improvement of distribution network under SOUTHCO UTILITY from SAUBHAGYA SCHEME.

2. SCOPE OF WORK:

- 2.1 The scope of work in brief shall include design, manufacture, inspection, supply, loading at factory, transportation to stores, unloading at stores including guaranteed obligation of complete supply of materials in conformity to the technical specification enclosed herewith in **Section – IV**.

3. DISCLAIMER:

- 3.1 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.2 Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply / provision of Services for the Project.
- 3.3 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy himself 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 **SOUTHCO UTILITY** 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 for 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 a corrigendum/addendum.

6.2 The corrigendum/ Addendum shall be part of the Bidding Documents, and it will be notified on the website only. Interested bidders may visit SOUTHCO's website www.southcoodisha.com or www.tenderwizard.com/SOUTHCO for detail enquiry.

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.

8.0 **SUBMISSION OF BID:**

8.1 **MODE OF SUBMISSION OF BID:-**

The bidder shall submit the bid in Electronic Mode only i.e. in www.tenderwizard.com/SOUTHCO portal. The bidder must ensure that the bids are received in the specified website of the SOUTHCO by the date and time indicated in the **Short Tender notice**.

8.2 Bids submitted by telex/telegram will not be accepted.

8.3 The SOUTHCO UTILITY reserves the right to reject any bid, which is not submitted in electronic mode and according to the instruction, stipulated above.

8.4 **PARTICIPATION IN e- SHORT TENDER:-**

8.4.1 **ACQUISITION OF DIGITAL SIGNATURE CERTIFICATE**

(i) For all the users it is mandatory to procure the Digital Signatures of Class III only.

(ii) Bidders / Suppliers are requested to follow the below steps for registration.

8.4.2 **REGISTRATION IN TENDER WIZARD PORTAL**

(i) Log in www.tenderwizard.com/SOUTHCO Click "Register", fill the online registration Form.

(ii) Payment for an amount of Rs. 2000/-+ 18% GST (Rs.2360/-) shall be made to KSEDCL, Bangalore for vendor registration in tender wizard portal in e-payment mode only.

The bidders/suppliers who have already registered in e-tendering site of SOUTHCO UTILITY, they need not to pay the registration amount to KSEDCL again for this tender.

(iii) As soon as the verification is being done the e-tender user id will be enabled/provided.

8.4.3 ON LINE REQUEST FOR e-tender DOCUMENTS.

After viewing Tender Notification in www.tenderwizard.com/SOUTHCO if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs (Digital signature certificate). If any Bidder wants to participate in the tender he has to follow the instructions given below.

(i) Insert the PKI (which consist of your Digital Signature Certificate) in your System. (Note: Make sure that necessary software of PKI be installed in your system).

(ii) Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).

(iii) Go to Start > Programs > Internet Explorer. Type www.tenderwizard.com/SOUTHCO in the address bar, to access the Login Screen.

(iv) Enter e-tender User Id and Password, click on "Go". Click on "Click here to login" for selecting the Digital Signature Certificate. Select the Certificate and enter DSC Password. Re-enter the e-Procurement User Id Password

(v) Click "Un Applied" to view / apply for new tenders.

(vi) Click on Request icon for online request. After making the request, bidder has to pay the requisite tender processing fee (as indicated in tender notice Page -3) through **e-payment** facility only available in the portal. Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps.

(vii) Click to view the tender documents which are received by the user. Tender document screen appears.

(viii) Click "Click here to download" to download the documents.

NOTE: For vendor registration and payment of tender processing fee to KESDCL, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking.

9.0 ONLINE SUBMISSION OF BID

9.1 The bidder has to furnish the **Tender cost, BID SECURITY (EMD) and a set of hard copy of supporting documents uploaded in this tender except bid sheets (.xls)** prior to last date and time of receipt of bids as specified in tender Notice. Tender processing fees is mandatory & to be paid on e-payment mode as stated elsewhere in the document.

9.2 PROPER FILLING UP OF THE PRICE SCHEDULE:

The bidder should fill up the Techno commercial and price schedule properly and fill in the bid sheets provided in .xls format and up-load the same without changing the file name. The tender may be rejected if the schedule of price is submitted in incomplete form.

NB: The bid sheets (.xls file) shall be uploaded in www.tenderwizard.com/SOUTHCO portal, prior to online closing of the tender. By no other means (except online) price bid shall be accepted for evaluation of tender.

(i) After completing all the formalities Bidders will have to submit the tender as specified NIT and they must take care of all instructions. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.

Note down / take a print of bid control number once it displayed on the screen

(ii) Tender Opening event can be viewed online.

(iii) Competitors bid sheets are available in the website for all participated bidders.

NOTES:

**For any e-tendering assistant contact help desk number,
080- 40482000(Bangalore). SOUTHCO HELP DESK- 09937140591**

10.0 DEAD LINE FOR SUBMISSION OF BIDS

10.1 Soft copy of the bid shall be uploaded through the portal www.tenderwizard.com/SOUTHCO on or **before the online submission time and date as stipulated in the bidding document**. DD towards Tender cost, DD/BG towards Bid Security & **a set of all required documents (except bid sheets in .xls format)** must be received by SOUTHCO UTILITY at the address specified not later than the time and date stated in the tender notification. In the event of the specified date for the submission of bids being declared a holiday for SOUTHCO UTILITY, the bids will be received on the next working day as per the time indicated in tender notification.

10.2 SOUTHCO UTILITY may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB for the reasons specified therein at any time prior to opening of, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

11.0 LATE BIDS

11.1 (i) Soft part of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., bid security, tender cost & any other document) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., bid security, tender cost.)] shall be returned unopened to the bidder.

(ii) Hard copy of the bid security of the bid received by SOUTHCO UTILITY after the deadline for submission of bid prescribed by the GTCC will be considered as late bid even if the bidder has uploaded the soft part of the bid within the stipulated deadline. In such a case, the soft part of the bid uploaded on the portal shall be sent unopened to "Archive" and shall not be considered at all any further.

12.0 **MODIFICATION AND WITHDRAWAL OF BIDS:-**

12.1 Bidder may modify or withdraw its bids through the relevant provisions on the portal www.tenderwizard.com/SOUTHCO up to due date and time of submission of bid indicated in tender notification.

12.2 The Bidder's modifications shall be done and submitted as follows:

- a) Modified Electronic form of the bid as per the provision of portal therein.
- b) Bidder may withdraw its bid through the relevant provisions of portal only.

12.3 **No bid shall be modified/ withdrawn subsequent to the dead line for submission of bids. Withdrawal/modification of bid before the expiry of bid validity shall result forfeiture of Bidder's bid security.**

13.0 **SEALING AND MARKING OF BID:-**

13.1 **(A) Hard copy of the followings should be submitted with SOUTHCO UTILITY:**

1. Tender Cost
2. Tender processing fee acknowledgement copy.
3. Bid Security (EMD) in shape of DD/BG as described.
4. DIC/NSIC/Factory license as a proof of manufacturer
5. Self attested copies of Purchase orders (All pages) as a proof of past supply experience.
6. Self attested copy of performance certificate.
7. **Power of Attorney.**
8. PAN Card, GST registration certificate.
9. Audited annual accounts.
10. 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 & Article of Association.
11. Self attested copy of Power of Attorney/Board resolution (original) of the authorized signatory of the bid.
12. Self attested copies of Purchase orders (all pages of the order) successfully executed, Users Performance certificate, Type test report if any.
13. All uploaded file except price bid .The same shall be uploaded in **www.Tenderwizard.com/ SOUTHCO portal only.**

13.2 **First Envelope**

(i) The Electronic Form/Template of the bid for First Envelope (Techno –Commercial bid), as available on the portal, shall be duly filled.

(ii) Attachments –Scanned copy of documents in support of meeting the Minimum qualifying requirement of the tender (both technical and financial, files named as 1.pdf to 8.pdf).

14.0 **E.M.D:**

14.1 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.

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

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

A/C payee demand draft in favour of "Administrator, SOUTHCO Utility" issued by a Schedule bank payable at Berhampur.

OR

Bank Guarantee in favour of "Administrator, SOUTHCO Utility" issued by a Schedule bank encashable at local branch at Berhampur only. The BG shall be strictly as per the format enclosed at SECTION-V, Annexure – IV (A).

NB: In case of any deficiency such as the ownership of the security bond (other than the issuing bank), deviation from the approved format, absence of signature of witness etc. found in the EMD Bank Guarantee, the same shall be liable for rejection upfront. The bidder will not be given any chance to rectify the same.

14.4 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.

14.5 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 the materials / equipment during the contractual delivery period.

15.0 **BID PRICE:**

15.1 Bidders have to quote for **100% quantity** of the material covered under this specification for **any or all locations** strictly as per the enclosed .xls format given store wise. The total Bid Price shall also cover all the Supplier's obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, testing, inspection, loading at factory, Transportation to stores and unloading at stores all in accordance with the requirement of Tender Documents. **The Bidder shall complete the appropriate Price Schedules enclosed in .xls format store wise stating the Unit Price for each item, freight & insurance separately & applicable GST thereon and thereby arriving at the total amount.**

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

15.3 The Price offered shall be inclusive of all costs as well as applicable GST thereon payable during implementation of the contract.

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

16.0 **CONTRACT PRICE:**

16.1 The Ex-Works Prices & transportation charges 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 within the schedule date of delivery shall be borne by the Purchaser, else the same shall be borne by the bidder.

16.2 In case the Purchaser, revise the scope of works, bidders shall be compensated based on the Unit Rate (Ex-Works) agreed upon before Order placement or as per mutually acceptable rates.

17.0 **BID CURRENCIES:**

17.1 Prices shall be quoted in Indian Rupees Only.

18.0 **PERIOD OF VALIDITY OF BIDS:**

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

18.2 Notwithstanding Clause 18.1 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 email.

19.0 **ALTERNATIVE BIDS:**

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

20.0 **ONE BID PER BIDDER:**

20.1 Each Bidder shall submit only one Bid either by himself, **or as a partner in a firm**. 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.

21.0 **EVALUATION OF BID:**

21.1 **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.

22. **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.

23. **PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS:**

23.1 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.

23.2 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.

23.3 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.

23.4 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.

24.0 **EVALUATION AND COMPARISON OF BIDS:**

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

24.2 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 23. The Technical Proposals and the Commercial terms & conditions of the Bidders would be evaluated and discussed as per clause 6.0 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.

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

- a) **Delivery Schedule:**
- b) **Deviations from Bidding Documents as mentioned in Non-Compliance Schedule.**
- c) **Past performance and capability to execute the contract.**
- d) **Drawings and factory test reports of the materials.**
- e) **Audited annual Accounts.**

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.

25.0 **AWARD OF CONTRACT:**

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

However, for timely completion of the project, the purchaser may distribute the order among the bidders (maximum three) at L1 rate. In case of distributing between two bidders, the ratio shall be 70% (L1): 30% (L2) or the quantity offered/quoted by the bidders whichever is less. Similarly in case of distributing among 3 bidders, the ratio shall be 50% (L1):30% (L2):20% (L3).

In case L2 & L3 bidders does not agree to match the L1 prices, negotiation can be held with other techno-commercially responsive L4, L5bidders in sequence to match L1 price (Landed cost).

26.0 **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.

26.2 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.

27.0 **THE PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS OR TO RELAX ANY TERMS AND CONDITIONS:**

27.1 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.

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

27.3 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.

28.0 **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 unit price, terms and conditions at the time of placing the orders or during the execution of the Contract.

29.0 **LETTER OF INTENT / NOTIFICATION OF AWARD:**

29.1 The letter of intent / Notification of Award shall be issued to the successful Bidder(s) whose bid(s) have been considered responsive, techno-commercially acceptable and evaluated to be the Lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance to it **within 7 days** of issue of the letter of intent / Notification of Award by Purchaser.

30.0 **PERFORMANCE SECURITY:**

30.1 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 **Administrator, SOUTHCO Utility** encashable at Berhampur only for an amount of 10% (ten percent) of the Contract Price in accordance with the General Conditions of Contract in the Performance Security Form provided in Section –V of Bidding Documents. **The Bank Guarantee shall be valid for a period not less than 90 days over and above the guarantee period.**

31.0 **CORRUPT OR FRAUDULENT PRACTICE:**

31.1 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.

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

32.0. **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 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 SOUTHCO Utility shall mean **the "Purchaser"** on whose behalf this bid enquiry is issued by its authorized representative / officers.
- 2.02 "Bidder" shall mean the firm who quotes against this bid document issued by the Purchaser. "Contractor / Seller" shall mean the successful Bidder(s) whose bid has been accepted by the Purchaser and shall include his heirs, legal representatives, successors and permitted assigns.
- 2.03 "Site" shall mean the Electricity Distribution Area of the **Purchaser**.
- 2.04 "Specification" shall mean collectively all the terms and stipulations contained in those portions of this bid document known as Instruction to Bidder, Bid form and other forms as per Section – V, General Conditions of Contract, Specifications and the Amendments, Revisions, Deletions or Additions, as may be made by the Purchaser from time to time.
- 2.05 "Letter of Intent" shall mean the official notice issued by the Purchaser notifying the Contractor that his proposal has been accepted and it shall include amendments thereto, if any, issued by the Purchaser. The "Letter of Intent" issued by the Purchaser shall be binding on the "Contractor". The date of detailed Purchase Order shall be taken as the effective date of the commencement of contract.
- 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 any store under the jurisdiction of SOUTHCO Utility.
- 2.14 “Project / Unit” shall mean supply of Materials as per enclosed technical specification.

3.0 **CONTRACT DOCUMENTS & PRIORITY:**

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

4.0 **SCOPE OF WORK:**

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

5.0 **GENERAL REQUIREMENTS:**

- 5.01 The seller shall supply, deliver best quality Goods/Materials/Equipments & conduct the testing at their works of highest standards.
- 6.0 The seller shall be responsible & shall comply with the provisions of all statutory acts i.e Electricity Act 2003, Indian Electricity Rules 1956, Income Tax Act-1961 etc.

7.0 **INSPECTION & TESTING:**

- i) The Purchaser’s representative shall be entitled at all reasonable times during manufacture to inspect examine and test on the Contractor’s premises the materials and workman-ship of all equipment to be supplied under this contract and if part of the said equipment is being manufactured elsewhere in any Sub-Contractor’s premises, the Contractor shall obtain for the Purchaser’s representative, permission to inspect, examine and test as if the equipment were being manufactured on the Contractor’s premises. Such inspection, examination and testing shall not release the Contractor from his obligations under the contract.
- ii) The Contractor shall give to the Purchaser adequate time/ notice (minimum of two weeks’ time) in writing for inspection of materials indicating the place at which the equipment is ready for testing and inspection and shall also furnish the Routine Test

Certificates and Packing List along with offer for inspection to the Purchaser indicating the quantity which can be delivered in full truck load / Mini truck load to facilitate issue of dispatch instruction.

- iii) Where the contract provides for test on the Premises of the Contractor or of any of his Sub-Contractors, the Contractor shall provide such assistance, labour, materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the Purchaser's representative to carry out such tests efficiently. The Contractor is required to produce Shop Routine Test Certificates before offering their materials for inspection.
- iv) After completion of the tests as indicated above, the Purchaser's representative shall forward the test results to the Purchaser. If the test results confirm to the specific standard, the Purchaser shall approve the test results and communicate the same to the Contractor in writing. The Contractor shall provide at least three copies of the test certificates to the Purchaser.
- v) The Purchaser has the right to have the test carried out at his own cost by an independent agency whenever there is a dispute regarding the quality of supply.
- vi) The Purchaser at its discretion may re-test the Materials/Equipment at its own laboratory or laboratory of his choice for reconfirmation of the test results.
- vii) Besides the above, the Third Party Independent Evaluation Agency (TPIEA) engaged by GRIDCO shall have right to conduct the pre dispatch inspection (as explained above) of the equipment/material procured by the Purchaser jointly along with the representative of purchaser/independently by the TPIEA as the case may be.

8.0 TRAINING FACILITIES :

The Contractor shall provide all possible facilities for training of Purchaser's Technical personnel, when deputed by the Purchaser for acquiring firsthand knowledge in assembly of the equipment and for its proper operation and maintenance in service.

9.0 REJECTION OF MATERIALS:

In the event, any of the materials / equipment supplied by the Contractor is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the materials / equipment or ask the Contractor in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective materials/equipment free of cost to the Purchaser. If the Contractor fails to do so, the Purchaser may :-

- a) At its option replace or rectify such defective materials/equipment and recover the extra costs so involved from the Contractor plus (15%) fifteen percent and / or.
- b) Terminate the contract for balance work / supplies with enforcement of penalty Clause as per contract for the un-delivered materials and with forfeiture of Performance Guarantee/ Composite Bank Guarantee.
- c) Acquire the defective equipment / materials at reduced price considered equitable under the circumstances.

10.0 EXPERIENCE OF BIDDERS :

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

- i) Name of the manufacturer :
- ii) Standing of the firm for manufacture of equipment/material quoted :
- iii) Description of materials/equipment supplied during the last 3 (three) years with the name (s) of the party (s) to whom supplies were made.
- iv) Testing facilities at manufacturer's work with copies of calibrated certificates of the major testing equipment.
- v) If the manufacturer is having collaboration with other firm(s), details regarding the same:
- vi) A list of Purchase orders, executed during the last three years along with user's certificate and copies of Purchase orders.

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

11.0 **LANGUAGE AND MEASURES :**

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

12.0 **DEVIATION FROM SPECIFICATION :**

It is in the interest of the Bidders to study the Specification, drawing etc. specified in the tender document thoroughly before tendering so that, if any deviations are made by the Bidders, the same are prominently brought out on a separate sheet in the Technical & Commercial Deviation Formats enclosed at **Annexure XII & XIII** 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 Bidder shall quote "**FIRM**" price.

The breakup of prices shall indicate applicable GST and other Levies of whatsoever nature indicated separately and clearly, Packing & forwarding, transportation to store including transit insurances.

The above Prices shall also include loading at factory site & unloading at Purchaser's stores. **Price evaluation will be based on total landing cost, taking into accounts the applicable GST.**

14.0 **TERMS OF PAYMENT:**

100 % value of each consignment (including transportation charges) will be paid within 30 days of receipt of materials in good conditions at stores and verification there of subject to approval of the Guarantee certificates & Test Certificates and submission & acceptance of Performance Bank Guarantee equivalent to 10 % of Total Contract Price on non-judicial stamp paper worth Rs.100 in the prescribed format from a scheduled Bank encashable at Berhampur only.

Or else an equivalent amount of 10 % of the Total Contract Price shall be deducted from the invoice of the first consignment & the same shall be refunded after submission and approval of the required Performance Bank Guarantee or expiry of Guarantee Period whichever is earlier.

15.0 **PRICE VALIDITY:**

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

16.0 **GUARANTEE:**

16.01 **The bidder shall guarantee for satisfactory performance of the equipments/materials for a minimum period of 24 months from the date of receipt of last consignment.** In the event of any defect in the equipment/ materials arising out of faulty design, inferior quality of raw material used or bad workmanship within the guarantee period, the Seller shall guarantee to replace/ repair to the satisfaction of the Purchaser the defective equipments free of cost. Should however, the manufacturer fails to do so within a reasonable time, the Purchaser reserves the right to recover the amount from the seller either from the bills pending or may recover from the Performance Guarantee submitted by the firm. **Seller shall give a Performance Bank Guarantee in favour of the Administrator, Southco Utility for 10% of the order value valid for 90 days over and above the guarantee obligation.**

16.02 If during the defect liability period any services performed found to be defective, these shall be promptly rectified by seller at its own cost (including the cost of dismantling and reinstallation) on the instruction of Purchaser.

17.0 **RELEASE:**

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

18.0 **TECHNICAL INFORMATION / DATA:**

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

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

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

20.0 The bidder shall quote the basic price as well as applicable GST as per the enclosed format for bid prices.

21.0 **PENALTY:**

21.01 If supply of materials / equipments is delayed beyond the supply schedule as stipulated in Purchase order, then the seller shall be liable to pay to the Purchaser as penalty for delay, a sum of **0.5% (half percent)** of the contract price for every week delay or part thereof.

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

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

22. **VALIDITY OF THE ORDER:**

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

23. **PACKING :**

The materials / equipments shall be packed by the seller suitably as per the standard procedure for safe transport to the store. The cases shall be clearly marked showing distinctly the name and address of the consignee. In case of special instructions, such as "this end up", "fragile", "handle with care" etc., the same shall be clearly displayed on the cases.

24.0 **COMMISSIONING SPARES:**

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

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

25.1 Any dispute arising out of this contract shall be referred to the AO, SOUTHCO/CMD, GRIDCO 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) Seller fails or refuses to pay any amount due under the Contracts.

(b) Seller fails or refuses to deliver Commodities conforming to his Bid document/ specifications, or fails to deliver Commodities and, or execute the works assigned to them within the period specified in P.O or any extension thereof.

(c) Seller becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Seller's creditors file any petition relating to bankruptcy of Seller;

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

receipt by the Seller of notice of such failure from Purchaser.

27.0 CONSEQUENCES OF DEFAULT:

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

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

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

28.0 FORCE MAJEURE:

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

Force Majeure shall not include occurrences as follows :

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

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

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

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

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

29 **EMBOSSING / PUNCHING /ENGRAVING/ CASTING**

29.1 All the equipments and materials supplied under SAUBHAGYA SCHEME shall bear distinct mark of "Name of the Purchaser, GoO, SAUBHAGYA SCHEME, PO Order No. & Date, Guarantee Period" by a way of embossing / punching / Engraving/casting etc. This should be clearly visible to naked eye.

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

8 MTR Long 200 KG PSC Poles

TECHNICAL SPECIFICATION OF 8 MTR LONG 200KG PSC POLE

I. Applicable Standard:

The Poles shall comply with latest standards as under:
REC Specification No. 15/1979, IS 1678, IS 2905, IS 7321.

II. Materials:

Cement

Cement to be used in the manufacture of pre-stressed concrete poles shall be ordinary for rapid hardening Portland cement conforming to IS: 269-1976 (Specification for ordinary and low heat Portland cement) or IS: 8041 E-1978 (Specification for rapid hardening Portland cement).

Aggregates

Aggregates to be used for the manufacture of pre-stressed concrete poles shall confirm to IS: 383 (Specification for coarse and fine aggregates from natural sources for concrete). The nominal maximum sizes of aggregates shall in no case exceed 12 mm.

Water

Water should be free from chlorides, sulphates, other salts and organic matter. Potable water will be generally suitable.

Admixture

Admixture should not contain Calcium Chloride or other chlorides and salts which are likely to promote corrosion of pre-stressing steel. The admixture shall conform to IS: 9103.

Pres-Stressing Steel

Pre-stressing steel wires including those used as un tensioned wires should conform to IS:1785 (Part-I) (Specification for plain hard-drawn steel wire for pre-stressed concrete, Part-I cold drawn stress relieved wire). IS:1785 (Part-II) (Specification for plain hard-drawn steel wire) or IS:6003 (Specification for indented wire for pre-stressed concrete). The type design given in the annexure are for plain wires of 4 mm diameter with a guaranteed ultimate strength of 175kg/mm². All pre-stressing steel shall be free from splits, harmful scratches, surface flaw, rough, aged and imperfect edges and other defects likely to impair its use in pre-stressed concrete.

Concrete Mix

Concrete mix shall be designed to the requirements laid down for controlled concrete (also called design mix concrete) in IS: 1343-1980 (Code of practice for pre-stressed concrete) and IS: 456 – 1978 (Code of practice for plain and reinforced concrete) subject to the following special conditions:

Minimum works cube strength at 28 days should be at least 420Kg/cm².

The concrete strength at transfer should be at least 210 Kg/cm².

The mix should contain at least 380 Kg of cement per cubic meter of concrete.

The mix should contain as low water content as is consistent with adequate workability. It becomes necessary to add water to increase the workability the cement content also should be raised in such a way that the original value of water cement ratio is maintained.

III. Design Requirements

The poles shall be designed for the following requirements:

The poles shall be planted directly in the ground with a planting depth as per IS: 1678. Wherever, planting depth is required to be increased beyond the specified limits or alternative arrangements are required to be made on account of ground conditions e.g. water logging etc., the same shall be in the scope of the bidder at no extra cost to owner. The bidder shall furnish necessary design calculations/details of alternative arrangements in this regard.

The working load on the poles should correspond to those that are likely to come on the pole during their service life.

The factor of safety for 8.0 M poles shall not be less than 2.5. The average permanent load shall be 40% of the working load. The F.O.S. against first load shall be 1.0. At average permanent load, permissible tensile stress in concrete shall be 30 kg/cm². At the design value of first crack load, the modulus of rupture shall not exceed 55.2Kg/cm² for M-420 Concrete of 8mtr pole.

The ultimate moment capacity in the longitudinal direction should be at least one fourth of that in the transverse direction.

The maximum compressive stress in concrete at the time of transfer of pre-stress should not exceed 0.8 times the cube strength.

The concrete strength at transfer shall not be less than half, the 28 days strength ensured in the design, i.e. $420 \times 0.5 = 210 \text{ kg/cm}^2$ for 8mtr pole. For model check calculations on the design of poles, referred to in the annexure, a reference may be made to the REC "Manual on Manufacturing of solid PCC poles, Part-I-Design Aspects".

IV. Dimensions and Reinforcement

The cross-sectional dimensions and the details of pre-stressing wires should conform to the particulars given in DRG No.4 of REC Specification No.15/1979 for 8mtr pole. The provisions of holes for fixing cross-arms and other fixtures should conform to the REC specification No.15/1979 for 8mtr pole.

All pre-stressing wires and reinforcements shall be accurately fixed as shown in drawings and maintained in position during manufacture. The un-tensioned reinforcement as indicated in the drawings should be held in position by the use of stirrups which should go round all the wires.

All wires shall be accurately stretched with uniform pre-stress in each wire. Each wire or group of wires shall be anchored positively during casing. Care should be taken to see that the anchorages do not yield before the concrete attains the necessary strength.

V. Cover

The cover of concrete measured from the outside of pre-stressing tendon shall be normally 20 mm.

VI. Welding and Lapping of Steel

The high tensile steel wire shall be continuous over the entire length of the tendon. Welding shall not be allowed in any case. However, joining or coupling may be permitted provided the strength of the joint or coupling is not less than the strength of each individual wire.

VII. Compacting

Concrete shall be compacted by spinning, vibrating, shocking or other suitable mechanical means. Hand compacting shall not be permitted.

VIII. Curing

The concrete shall be covered with a layer of sacking, canvass, Hessian or similar absorbent material and kept constantly wet up to the time when the strength of concrete is at least equal to the minimum strength of concrete at transfer of pre-stress. Thereafter, the pole may be removed from the mould and

watered at intervals to prevent surface cracking of the unit the interval should depend on the atmospheric humidity and temperature. The pre-stressing wires shall be de-tensioned only after the concrete has attained the specified strength at transfer (i.e. 210 kg/cm²). The cubes cast for the purpose of determining the strength at transfer should be cured, as far as possible, under condition similar to those under which the poles are cured. The transfer stage shall be determined based on the daily tests carried out on concrete cubes till the specified strength indicated above is reached. Thereafter the test on concrete shall be carried out as detailed in IS: 1343 (code of practice for pre-stressed concrete). The manufacture shall supply, when required by the owner or his representative, result of compressive test conducted in accordance with IS: 456 (Code of practice for plain and reinforced concrete) on concrete cubes made from the concrete used for the poles. If the manufacture so desired, the manufacture shall supply cubes for test purpose and such cubes shall be tested in accordance with IS: 456 (Code of practice for plain and reinforced concrete).

IX. Lifting Eye-Hooks or Holes

Separate eye-hooks or holes shall be provided for handling the transport, one each at a distance of 0.15 times the overall length, from either end of the pole. Eye-hooks, if provided, should be properly anchored and should be on the face that has the shorter dimension of the cross-section. Holes, if provided for lifting purpose, should be perpendicular to the broad face of the pole.

X. Holes for Cross Arms etc

Sufficient number of holes shall be provided in the poles for attachment of cross arms and other equipments.

XI. Stacking & Transportation

Stacking should be done in such a manner that the broad side of the pole is vertical. Each tier in the stack should be supported on timber sleeper located as 0.15 times the overall length, measured from the end. The timber supported in the stack should be aligned in vertical line.

XII. Earthing

(a) Earthing shall be provided by having length of 8 SWG GI wire embedded in Concrete during manufacture and the ends of the wires left projecting from the pole to a length of 50mm at 250 mm from top and 150 mm below ground level for 8mtr pole.

(b) Earth wire shall not be allowed to come in contact with the pre-stressing wires

SECTION –V

LIST OF ANNEXURES (SCHEDULES AND FORMATS)

DECLARATION FORM

To,

**The Sr. General Manager,
SOUTHCO UTILITY, Berhampur**

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 SOUTHCO UTILITY & for the sum as applicable to me / us within Ten 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.....2018.

Yours faithfully,

(Signature of the Bidder with Seal)

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

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 Bidder with seal

(This form shall be duly filled-up and 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 SOUTHCO Utility , Corporate Office: Courtpetta, Berhampur, Ganjam - 760004 (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 SOUTHCO Utility 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 SOUTHCO Utility 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 SOUTHCO Utility 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 SOUTHCO Utility an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by SOUTHCO Utility 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 SOUTHCO Utility stating that the amount claimed is due by way of loss or damage caused to or suffered by SOUTHCO Utility 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 SOUTHCO Utility any money so demanded not withstanding any dispute or dispute raised by the Contractor(s) in any suit or proceeding instituted/ pending before any court or Tribunal relating thereto our liability under this Agreement being absolute and unrevocable.

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

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

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

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

Dated _____ the _____ day of Two thousand _____ .

Not withstanding anything contained herein above.

Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____) only.

The Bank Guarantee shall be valid up to _____ only.

We or our Bank at Berhampur (**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 Berhampur a written claim or demand and received by us or by Local Branch at Berhampur 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.

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 SOUTHCO Utility for the purchase of _____ (name of Material)

M/s _____ Address _____

_____ wish/wished to participate in the said tender and as the Bank Guarantee for the sum of Rs. _____ [Rupees _____] Valid for a period of days (in words) is required to be submitted by the Bidder.

1. We the _____ [Indicate the Name of the Bank] [Hereinafter referred to as 'the Bank'] at the request of M/S _____ [Herein after referred to as supplier (s)]

do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by SOUTHCO Utility an amount not exceeding Rs. _____ to the SOUTHCO Utility, 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 SOUTHCO Utility stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the SOUTHCO Utility 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 SOUTHCO Utility 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 Berhampur 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 SOUTHCO Utility under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till SOUTHCO Utility 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 Berhampur further agree that the SOUTHCO Utility 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 SOUTHCO Utility 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 SOUTHCO Utility or any indulgence by the SOUTHCO Utility 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 Berhampur lastly undertake not revoke this Guarantee during its currency except with the previous consent of the SOUTHCO Utility in writing.

8. We, the _____ Bank further agree that this guarantee shall also be invocable at our place of business at Berhampur (**detail address of local branch with code no.**) in the State of Odisha.

Dated _____ Day of 2017.

Witness ((Signature, names & address)

1.

2

For _____ [Indicate the name of Bank]

Power of Attorney No. _____

Date: _____

SEAL OF BANK

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

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

Ref. No. _____

Dated: _____

**Administrator, SOUTHCO Utility,
Corporate Office: Courtpeta, Berhampur
Ganjam-760004**

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.