



NESCO UTILITY

TENDER SPECIFICATION FOR PROCUREMENT

OF

POLYCARBONATE SEAL FOR ENERGY METER

**TENDER NOTICE NO- NESCO Utility/ Meter Seal / 23/ 17-18/ 15781
dt.21.12.17**

- 1. DATE OF OPENING OF TENDER: Dt. 10.01.2018**
- 2. TIME: 3.30 PM**
- 3. PLACE: Head Office, NESCO Utility, Januganj, Balasore –756019, Odisha**

NESCO UTILITY

Head Office: Januganj, Balasore – 756019, Odisha

Ph. No. 06782-244865, Fax: 06782-244259, Email-purchase@nescoodisha.com

TENDER NOTICE NO: NESCO Utility/ Meter Seal/ 23/17-18 / 15781 Date: 21.12.17

Material Name: Polycarbonate Energy Meter Seal

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NESCO UTILITY

Head Office: Januganj, Balasore – 756019, Odisha

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TENDER NOTICE

TENDER NOTICE NO: NESCO Utility/ Meter Seal/ 23/17-18 / 15781 Date: 21.12.17

For and on behalf of NESCO Utility the undersigned invites sealed tenders in duplicate on two part bidding system from reputed manufacturers, who comply to the terms and conditions and tender specification for the supply of following materials superscribing the Tender Specification No., Name of the material & date of opening (as mentioned in the specifications).

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 Nationalized/Scheduled Bank in favour of the 'Administrator ,NESCO Utility' payable at Balasore. The cost of tender paper is non-refundable.

SCHEDULE OF MATERIALS TENDERED:

Sl. No.	Description of Material	Unit	Quantity	EMD (in Rs.)	Cost of Tender Paper (Non Refundable)
1	Polycarbonate Security Seal for Energy Meter.	No.	600000	37440.00	Rs.6,000 + GST @12% = Rs.6720.00

N.B.:-1. The bidders should have valid manufacturer licenses

TIME SCHEDULES:-

1	Date & Time for selling of tender documents	Dt. 22.12.17 to Dt. 09.01.2018 up to 5.0 PM
2	Last Date & Time for submission of Tender	Dt. 10.01.2018 up to 3.00 PM
3	Date & Time for Opening of Tender (Techno- Commercial Bid)	Dt. 10.01.2018 at 3.30 PM

The intending bidders can also download the tender document from our website www.nescoodisha.com. However the bidder has to furnish a Account Payee Bank Draft drawn on any Nationalized/Scheduled Bank in favour of the '**Administrator ,NESCO Utility**' payable at Balasore 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 Utility or any 'force majeure', the bids will be sold / received / opened up at the appointed time on the next working day. NESCO Utility 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.nescoodisha.com

General Manager (C&P)
NESCO Utility, Balasore, Odisha

SECTION – I

INVITATION FOR BIDS (IFB)

TENDER NOTICE NO: NESCO Utility/ Meter Seal/ 23/17-18 / 15781 Date: 21.12.17

NESCO UTILITY

INVITATION FOR BIDS(IFB)

FOR SUPPLY OF POLYCARBONATE SEAL FOR METER

(COMPETITIVE BIDDING)

TENDER NOTICE NO: NESCO Utility/ Meter Seal/ 23/17-18 / 15781 Date: 21.12.17
SECTION –I

- 1.0 For and on behalf of the NESCO Utility , the undersigned invites bids under two part bidding system in sealed cover in duplicate duly superscribed with tender Notice no. **NESCO Utility/Meter Seal/23/17-18/15781 Date: 21.12.17** and date of opening 10.01.2018 at 3.30 PM from the reputed manufacturers only for **design, manufacture, supply, type testing, inspection, loading at factory, transportation to & unloading at site / stores including guaranteed obligation for supply of Polycarbonate Seal for Energy Meters under O&M & Deposit works .**
- 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 **10.01.2018 up to 3.00 PM.**
- 3.0 NESCO Utility will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and delivery of bids.
- 3.1 NESCO 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:

Description	Date
Last date for sale of tender papers	09.01.2018 up to 5.0 PM
Submission of Tenders	10.01.2018 up to 3.0 PM
Opening of Tenders	10.01.2018 at 3.30 PM
Completion of the delivery	Within 03 months from the date of issue of Purchase Order as per delivery schedule.
Cost of Tender Paper (Non-Refundable)	Rs. 6720.00 (Rupees Six Thousand Seven Hundred Twenty only) in shape of Account Payee demand draft issued in favour of the 'Administrator ,NESCO Utility' payable at Balasore

Amount of E.M.D payable	Rs. 37440/- in shape of account payee demand draft/ Bank Guarantee in favour of the 'Administrator ,NESCO Utility' payable at Balasore Only. For details, please refer clause no. 9.2 of ITB.
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Description of Material	Unit	Qty.	EMD (Rs. in lakhs)	Cost of Tender Paper (Rs.)
Polycarbonate Security Seal for Energy Meter.	No.	600000	37440.00	6720.00 (inclusive of GST)

5.0 SCHEDULE OF REQUIREMENTS & DELIVERY:

Name of Material	Within 45 days from the date of placement of the Order	Within 90 days from the date of placement of the Order
Polycarbonate Security Seal for Energy Meter.	300000 nos.	300000 nos.

Note: NESCO 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:

The prospective bidder must qualify all of the following requirements to be eligible to participate in the tender .Bidders who meet following requirements will be considered as successful bidder and management has a right to disqualify those bidders who do not meet these requirements.

- a) The bidding is open to only those manufacturers who have official Patent Right to manufacture the Polycarbonate Seals. Bidder shall be required to submit Photocopy of valid Patent Certificate along with documents showing all details of Patent Seal. Design Certificate, Copyright Artwork, Patent Pending will not be opened and considered.
- b) The bidder has to quote full quantity of the tendered total quantity of the material covered under this notification. The bidder should have supplied **Polycarbonate Security Seal for Meter** at least 100% tendered 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) executed successfully for the relevant years and abstract thereof in the enclosed format Annexure-XI to prove the quantity as supplied.
- 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 bid shall accompanying with type-test reports conducted at Central Power Research Institute / NABL accredited laboratory for the offered materials conducted within **Three** years before the date of opening of the tender.
- e) Being Security product, consistency of quality batch after batch is very important. Manufacturers having ISO Certification will be preferred and the bidder have to furnish valid B.I.S. License .
- f) The bidders who have earlier failed to execute the Purchase Order(s) of NESCO Utility and or blacklisted by the NESCO /any other distribution Utility in India shall not be eligible to participate in

this tender.

- g) NESCO 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 the below mentioned amount during last consecutive three financial years .

Sl. No.	Description of Materials	Minimum Qualifying requirement average turnover for 100% Tender quantity (Rs. in Cr.)
1	Polycarbonate Security Seal for Energy Meter.	0.8

NB: Bidders must furnish self attested audited Annual Accounts of last 3 financial years to establish their Turnover requirement.

6.1.3 **Consortium with any firm/ vender for supply of meter seal shall not be allowed.**

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 Power of attorney / Board Resolution of the authorized signatory of the bid.

6.1.4.3. Bidders shall submit self attested copy of their audited financial reports for last three financial years. In case the Bidder is in existence for less than 5 years the audited financial report/s 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 Market Integrity:

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the marketplace.
- Breach of the terms of the published in the tender document.

8.0 Supplier Confidentiality

All information contained in this bid documents is confidential and may not be disclosed, published or advertised in any manner without written authorization from NESCO Utility . This includes all bidding information submitted .All the documents remain the property of NESCO Utility and all suppliers are required to return these documents to NESCO Utility upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

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

General Manager (C&P)

NESCO Utility, Head Office,
Januganj, Balasore-756019
FAX: (06782) 244259

Email: purchase@nescoodisha.com

General Manager (C&P)
NESCO Utility, Balasore, Odisha

SECTION –II

INSTRUCTION TO BIDDERS (ITB)

TENDER NOTICE NO: NESCO Utility/ Meter Seal/ 23/17-18 / 15781 Date: 21.12.17

SECTION –II

INSTRUCTION TO BIDDERS (ITB)

1. SOURCE OF FUNDS:

1.1 NESCO Utility hereinafter referred to as the “**Purchaser**” is desirous of procurement of materials for O&M and Deposit works under NESCO Utility.

2. SCOPE OF WORK:

2.1 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 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 him 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 Annexures | - | 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) as detailed below .**

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

(a) Bid Document signed by the bidder in every page, all other Schedules / Formats enclosed in the Bid-Document (i.e. Annexure-I, II, V(A), V(B) , VI & VIII) 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. Bidders must enclose un-priced bid stating the quantity quoted with their offer.**

(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 non-responsive.

(c) Following Documentary evidence establishing in accordance with Clause-29, ITB, that the Bidder is qualified to perform the Contract if the Bid is accepted;

- (i) Self attested copies of Purchase Orders (all pages) executed in last 3 Years.
- (ii) Self attested copies of Performance Certificates / Successful contract completion Certificates from the buyers from Electricity Distribution Utilities / Government Organizations.
- (iii) Self Attested Copies of Type Test Reports from Govt. /NABL Accredited Testing Laboratory for the offered equipments duly approved by the Type Testing Agency for the tests conducted not before 5 years from the date of opening of Bids.
- (iv) Self Attested copies of Profit & Loss Accounts & Audited Balance sheet indicating Turnover for immediate last 3 financial years.

- (d) Self Attested copy of Power of Attorney / Board resolution indicating that the person(s) signing the Bid have the authority to sign the Bid and as such the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 14.
- (e) Requisite **Cost of Tender Document as per clause 4 of Section –I, IFB** in shape of account payee Bank draft from a Scheduled Bank in favour of “Administrator, NESCO Utility.” Payable at Balasore is to be enclosed along with the Bid, if the document is downloaded from our web-site.
- (f) Self attested copy of GSTIN is to be enclosed along with the bid.

(B) Part-II (Price Bid):

The Price Bid shall contain the price schedules as per the prescribed format enclosed as (Annexure-IV) duly filled in & signed by the bidder with Seal.

(This shall be submitted in a **double sealed envelope 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. **TENDER NOTICE NO: NESCO Utility/ Meter Seal / 23/17-18 /15781 Date: 21.12.17**, Date of Opening **10.01.2018** & Description of Material.

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:

i) *A/C payee demand draft in favour of the “ Administrator , NESCO Utility ” issued by any Scheduled bank payable at Balasore.*

OR

ii) *EMD in form of Bank Guarantee in favour of “Administrator, NESCO Utility ” issued by a Scheduled bank encashable at local branch at Balasore only. The BG shall be strictly as per the format enclosed at Section – V, Annexure – VII(A).*

iii) *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.*

iv) *The EMD BG validity should be at least 270 days from date of opening of the commercial bids.*

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 the seller fails to supply the materials / equipment during the contractual delivery period.

10. **BID PRICE:**

10.1 Bidders have to quote for the entire quantity of materials/equipment covered under this specification strictly as per the enclosed format in Section –V. The total Bid Price shall also cover all the Supplier’s obligations mentioned in or reasonably to be inferred from the Bidding Documents in respect of Design, Supply, testing, inspection, Transportation to site/stores, all in accordance with the requirement of Tender Documents. **The Bidder shall complete the appropriate Price Schedules enclosed herein at Annexure – IV, stating the Unit Price for each item, Packing & forwarding, freight & insurance , GST separately and thereby arriving at the total amount.**

10.2 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.

10.3 The Price offered shall be inclusive of GST and Levies paid or payable during implementation of the contract. If the Bidder is exempted from taxes, levy etc, same should be clearly mentioned supported with documentary evidence.

10.4 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.**

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 within the schedule date of delivery shall be borne by the Purchaser, else the same shall be borne by the bidder.

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:**

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

16. **FORMAT AND SIGNING OF BID:**

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-Authority/ Board 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, V(A), V(B) , VI & VIII at Section-V of this document.

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

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

General Manager (C&P) , Head Office, NESCO Utility Januganj, Balasore – 756019,Odisha

Bear the Project name as: “**Design, Manufacture, Testing, Inspection and Supply of Polycarbonate Meter seal as per Schedule of Requirement in Section-I**” – Tender Notice No. NESCO Utility/ Meter Seal/ 23/17-18/ 15781 dtd.21.12.17

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 **15.00 Hrs. (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. 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.

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

- 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 delivered cost competitiveness basis for each item separately.
- 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.**
- d) **Type test reports from Govt./ NABL Accredited Laboratories.**

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

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. In case of distributing between two bidders, the ratio shall be 60% (L1): 40% (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).

26.1 **CONTACTING THE PURCHASER:**

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

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:**

26.5.1 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.

27.0 **PERFORMANCE SECURITY:**

27.1 Within 15 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 Public Sector Bank in favour of the Purchaser encashable at Balasore 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.

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

29.0. **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.

30.0 The following documents which are not submitted with the Bid, will be deemed to be part of the Bid:

Sl. No	Particulars
1	Section-I Invitation for Bids
2	Section –II Instruction to the Bidders
3	Section-III General Terms & Conditions of Contract.

SECTION –III

GENERAL TERMS AND CONDITIONS OF CONTRACT (GTCC)

TENDER NOTICE NO: NESCO Utility/ Meter Seal/ 23/17-18 / 15781 Date: 21.12.17

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 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 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 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 else where 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) After delivery of materials at destination, the materials may be verified / retested in full or taking random samples by NESCO Utility at approved test house/ NABL testing laboratory or any Govt. approved testing laboratory for specific test at supplier's cost before acceptance . In case of any deviation to the specification, GTP & IS found during the tests the lot will be rejected or will be replaced by you.

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 unsatisfactory 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 V (A) & V (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(a) Bidder shall quote "**FIRM**" price.

The breakup of prices shall indicate GST and other Levies of whatsoever nature indicated separately and clearly, Packing & forwarding, transportation to site/store including transit insurances etc. Exemption from any taxes, if any, shall be supported with relevant documentary evidence.

(b) The above Prices shall also include loading at factory site & unloading at Purchaser's site/stores. Price evaluation will be based on total landing cost, taking into account all GST & other levies.

(c) GSTIN Copy , Copy of PAN card.

14.0 **TERMS OF PAYMENT:**

100 % value of each consignment will be paid within 45 days of receipt of materials in good conditions at stores/ desired destination and verification there of subject to approval of the Guarantee certificates & Test Certificates and submission & acceptance of Performance Bank Guarantee equivalent to 10 % of Total Contract Price on non-judicial stamp paper worth Rs.100 in the prescribed format from any Scheduled Bank encashable at Balasore 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 use or 30 months from the date of receipt of last consignment whichever is earlier.** 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 Purchaser 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 GST & other duties 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 up to 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 site / store. The cases shall be clearly marked showing distinctly the name and address of the consignee. In case of special instructions, such as “this end up”, “fragile”, “handles with care” etc., the same shall be clearly displayed on the cases.

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 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 Balasore 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;
- ii) Recover any losses and / or additional expenses, Purchaser may incur as a result of 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 event 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 / CASTING**
- 29.1 The all materials supplied shall bear distinct mark of NESCO Utility , Logo,Sl. No. Name of Manufacturer etc. by a way of embossing / punching / 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

Polycarbonate Seals for Energy Meters

TENDER NOTICE NO: NESCO Utility/ Meter Seal/ 23/17-18 / 15781 Date: 21.12.17

Sl. No.	Item Description	Required Qty. in Nos.	Use for Category of Energy Meter
1.	Polycarbonate Meter Seals for sealing of Single / Polyphase Meters with following colours.		
i)	Transparent Red	500000	1Ph. Meter
ii)	Transparent Green	100000	3 Ph. Meter

NB: The colour of seal may be changed during placement of order as per requirement of NESCO Utility.

Technical Specifications Polycarbonate Seals for Energy Meters

1.0 Scope of Supply:

This specification covers design, manufacture, testing, supply and delivery of polycarbonate (here after referred as “seals”). It is not the intent to specify completely herein all the details of the design and construction of material. However the product shall conform in all respects to high standards of engineering, design and workmanship and shall be performing in continuous commercial operation in manner acceptable to the purchaser. The offered material shall be complete in all aspects so as to be used for its intended purpose.

- 2.0 Seals should be double Anchor type tamper evident and should be made of Polycarbonate with ultra violet additive and should not be affected by boiling water and acid.
- 3.0 The seals should withstand temperature upto 147° C.
- 4.0 Seal should be available in Transparent Clear/Red/Yellow/Blue/Green/Grey/Orange colour and should be transparent.
- 5.0 Every seal should have preferably 6” long two strand spiraled (0.40/0.25 mm) non-magnetic and non- corrosive stainless steel sealing wire permanently integrated to the bottom of main seal body (female part).
- 6.0 Seal should be provided with high rise moulded embossed word logo of the company on front side main capsule body (female part). Over printed identification codes will not be considered.
- 7.0 The seal should have unique sequential 7 digit serial numbers on front side of the main (female part). The serial numbers should be thermo engraved in highly visible contrast colour, which cannot be manipulated for malpractice by the counterfeiters. The serial numbering to be provided above the word logo so that code and serial number can be easily read, record and verified.
- 8.0 Seal should have tamper proof, internal “anchor” locking mechanism that permanently secures the wire upon closing. The mechanism should be designed in such a way that its original position cannot be restored after any attempt of tamper or breaking of seals.
- 9.0 Sealing mechanism shall be designed in such a way that it can be sealed without using any pliers or tools.
- 10.0 Seals should be one piece construction comprising of two parts. First Main Body (Female Part) and Second Anchor (Male Part). Both the part should be connected with a polycarbonate connecting string. Both the part should be designed in such a way that once the seal is closed the two parts can't be separated. The connecting string should break if attempt is made to open/tamper the seal.
- 11.0 Seal must be patented. Copy of Valid Patent Certificate shall be submitted along with offer. Seals offered with Patent Pending or Design Certificate or Copyright Artwork etc. will not be considered.
- 12.0 The seal should be tested for the following Tests from National Test House.
 - Heat Resistance Test at 147° C
 - Breaking Strength of sealing wire.
 - Boiling water test.
 - Salt fog test
 - Chemical test

- 13.0 **ROHS COMPLIANT CERTIFICATE:** Meter security seals must be lead free and should be ROHS compliant and must provide ROHS compliant test certificate along with offer.
- 14.0 **Packaging:** Seals shall be supplied in a packet of 100 seals and 10 such packets should be packed in a carton. Each carton shall be labeled with following information.
- Client Name
 - Purchase Order number & date.
 - Serial number range in the form of barcode.
- 15.0 **Sample:** Submission of sample is compulsory. 4 nos. samples (2nos. of each colour) of the offered seal should be submitted along with the offer, otherwise offer will not be considered.
- 16.0 The security seal shall be designed for a single use only and if tampered with the help of knife or any other sharp instruments, the seal shall be damaged and due to its transparent property, the sign of internal tampering shall be easily detected. Once opened, it cannot be reused. The seal should be one piece construction and should be easily locked with the help of finger and thumb pressure and no tools shall be required to close the seal.
- i) The seal should have also the following features.
 - ii) Tamper Resistance and reliability.
 - iii) Environmentally safe. It should not contain any lead. Withstand long-term exposure to direct sunlight. Tools not required for installation.
 - iv) Full Transparent Body.
 - v) Heat Resistance upto 147° C. Boiling water Resistance. Chemical Resistance.
- 17.0 **Variants:** As the seals are to be used by different departments, the seals shall be of different colors as per NESCO Utility requirement. The vendor shall specify the maximum number of colors of seals, which can be supplied. The vendor should ensure that the color of the seal should not become fade over a period of time.
- 18.0 **Confidentiality Agreement:** The supplier shall have to enter in confidentiality agreement for not sharing or parting the design or tamper resistance features to none other than designated officers authorized by the company.
- 19.0 **Delivery Schedule:**The supplier will supply the materials in lots purchaser's requirement.
- 20.0 **Quality Assurance:**
- i) All the material and technology used in the manufacture of the seal shall be of highest quality and reputed make to ensure higher reliability and longer life.
 - ii) The materials shall be in accordance with the specification, and shall be free from any defect due to faulty design, materials and/or workmanship.
 - iii) The manufacturer shall have a well-organized Quality Assurance Program (QAP) based on ISO 9000
 - iv) Series to assure that items and services comply with this specification.
 - v) All design, manufacturing, processing, testing and inspection operations affecting the material shall be governed by Quality Assurance procedures in accordance with the directives of the ISO 9001 standards. The vendor shall furnish the QAPs together with the bid and shall meet the requirements stated.

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

The inspection shall be carried out at the place of manufacturer unless otherwise specially agreed upon by the supplier and purchaser at the time of dispatches.

The acceptance of any material prior to shipment shall in no way relieve the supplier of any of his responsibilities for meeting all the requirements of the specification and shall not prevent subsequent rejection if such materials are found to be defective.

22. **Deviations:**

The Bidders are not allowed to deviate from the principal requirements of the Specifications.

However, the

Bidder is required to submit with his bid a detailed list of all deviations without any ambiguity.

SECTION –V

LIST OF ANNEXURES

(SCHEDULES AND FORMATS)

TENDER NOTICE NO: NESCO Utility/ Meter Seal/ 23/17-18 / 15781 Date: 21.12.17

ABSTRACT OF GENERAL TERMS AND CONDITIONS

(For supply of Meter Seal)

1. Whether the bidder is a Manufacturer & furnished relevant documents: Yes / No
2. Required Cost of Tender Furnished Yes / No
3. Required Earnest Money Furnished in Demand Draft Yes / No
4. Whether Type test certificates enclosed with the bid: Yes / No
5. Manufacturer's past supply experience including user's certificate furnished or not: - Yes / No
6. Audited annual reports for the last 3 years furnished or not: Yes / No
7. Deviation to the specification , if any (List enclosed or not):- Yes / No
8. Whether agreed to Purchaser's Delivery schedule: Yes / No
If agreed,
 - a) Date of commencement :
 - b) Rate of delivery per month :
9. Whether agreed to Purchaser's Guarantee clause:- Yes / No
10. Whether agreed for 180 days" validity period of Prices Yes / No
11. Whether the Prices are **FIRM**? Yes / No
12. Whether agreed to furnish security deposit in shape of B.G. encashable at Balasore 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 & GSTIN 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

To

The General Manager (C&P)

**NESCO Utility, Corporate Office,
Januganj, Balasore-756019**

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 THE <PURCHASER>& for the sum as applicable to me / us as per clause No.23 in Annexure-III(A) of this specification within fifteen days of issue of Letter of intent / Purchase Order, in the event of Purchase order being decided in my / us 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 Tenderer with Seal)

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

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

BG No.

This Guarantee Bond is executed this ____ day of _____ by us the _____ Bank at _____ P.O. _____
P.S. _____ Dist _____ State _____

Whereas NESCO Utility ,Head Office,Januganj,Balasure – 756019 has placed Purchase Order No. _____ Dt. _____(hereinafter called “the Agreement”) with M/s _____(hereinafter called “the Supplier”) for supply of _____(name of the material) and whereas NESCO Utility has agreed (1) to exempt the Supplier 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 Supplier to the NESCO 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 NESCO Utility having agreed (1) to exempt the Supplier for making payment of security deposit, (2) to release 100% payment to the Supplier 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 Utility an amount not exceeding Rs. _____(Rupees _____) only against any loss or damage caused to or suffered by NESCO Utility by reason of any breach by the said Supplier(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 Utility stating that the amount claimed is due by way of loss or damage caused to or suffered by NESCO Utility by reason of any breach by the said Supplier(s) of any of the terms or conditions contained in the said Agreement or by the reason of any breach by the said Supplier’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 Utility any money so demanded notwithstanding any dispute or dispute 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 unrevocable.

The payment so made by us under this bond shall be 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 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 Utility under by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till NESCO Utility certifies that the terms and conditions of the said

Agreement have been fully and properly carried out by the said Supplier(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.)
_____, Balasore 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 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 Supplier(s) and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier(s) or for any forbearance act or omission on part of NESCO Utility or any indulgence by NESCO 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 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 Supplier(s).

7. We, the _____ Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of NESCO 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 Balasore (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 Balasore a written claim or demand and received by us or by Local Branch at Balasore 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 Supplier:
- (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 Bank.

Price Schedule for Materials/ Equipments Offered :

Name of Bidder -----

Sl. No	Item Description	HSN Code	Unit	Qty	Price for each unit					
					Unit Ex-Works Price (Rs.)	Unit Packing & Forwarding Charges (Rs.)	Unit freight & insurance and other local costs incidental to delivery (Rs.)	GST @ (in Rs)	Total Unit Landing Price inclusive GST & duties(Rs.)	Total Landing Price inclusive of GST & duties (Rs.)
1	2		3	4	5	6	7	8	9 = (5+6+7+8)	10 = 4 x 9
1	Polycarbonate Security Seal for Energy Meter.									

Total amount in Words Rupeesonly

Signature of Bidder along with Seal & date

- Note: 1) Any column left blank shall be treated as NIL / Inclusive of.
 2) Unit price under Column-11 is inclusive of all.
 3) In case of discrepancy between unit price and total price, the unit price shall prevail over the total price.

The above is to be duly filled up, signed and submitted in sealed condition in a separate envelop superscribed as “Part-II Bid – Price Bid”

ANNEXURE V (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-VI

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 debaring 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.

Place-
Date-

Yours faithfully,

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 – VII (A)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

Ref Date Bank Guarantee No:

In accordance with invitation to Tender Notice No.----- Dated ----- of NESCO 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 NESCO Utility an amount not exceeding Rs. _____ to the NESCO 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 NESCO 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 NESCO 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 NESCO 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 Balasore 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 Utility under by virtue of the

said Bid have been fully paid and its claims satisfied or discharged or till NESCO 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 Balasore further agree that the NESCO 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 NESCO 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 NESCO Utility or any indulgence by the NESCOUtility 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 Balasore lastly undertake not revoke this Guarantee during its currency except with the previous consent of the NESCO Utility in writing.

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

Dated _____Day of 2012.

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.

ANNEXURE- VII (B)

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

Ref. No. _____

Dated: _____

**NESCO Utility
Januganj, Balasore-756019**

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.

FORMAT FOR PAST SUPPLY

NAME OF THE BIDDER: -

TENDER NOTICE NO: NESCO Utility/ Meter Seal/ 23/17-18 / 15781 Date: 21.12.17

DETAILS OF PURCHASE ORDER(S) EXECUTED DURING FY 2014-15 to 2016-17

Name of the Material: -

(For individual item quoted against the above referred tender, Separate sheet should be used)

Sl. No.	P.O. No.	Date	Name of the Client	Item Description	Order Quantity	Quantity Supplied during		
						FY 14-15	FY 15-16	FY 16-17

I/We certify as under:

- (i) The above information is true to the best of my / our knowledge and I / we undertake to produce the invoice details on demand.
- (ii) In the event of any deviation found later on pertaining to any of the above information either during the course of contract or bidding stage, the bid/contract shall be liable for truncation/cancellation/termination without any notice at the sole discretion of the purchaser.

Signature of the bidder with seal

N.B.:- Bidders are requested to submit self attested relevant purchase order copies (all pages) along with the above forma.