TENDER SPECIFICATION

SPMPT-105/2024-25

FOR

PANTHER ACSR CONDUCTOR 200 Sq.mm

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SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LTD.

APSPDCL, 19-13-765/A, Kesavayana Gunta, Tirupati – 517 501

E-Procurement

Tender Notice No.01/24-25 date: 20.08.2024

SPDC of AP Ltd., intends to procure the following materials or e-procurement platform. The details of which are as follows:

The APSPDCL is opting for e-Procurement for Procurement of: PANTHER ACSR CONDUCTOR

Tender Specification No.	Material	Quantity (Km)	Date & time of downloading tender document	Date & time of closing bid submission	Technical Specification bid opening date online (Technical bid stage)	Price bid opening date on line (Financial bid stage)
SPMPT- 105/24-25	Panther ACSR Conductor (30 + 7/3.00mm) as per IS 398 Part-II with its latest amendment there of	10	From 06.02.2025 to 20.02.2025 up to 17:00 Hrs.	On 21.02.2025 By 13:00 Hrs.	On 21.02.2025 by 15:30 Hrs.	On or after 24.02.2025 by 15:30 Hrs.

All the interested bidders may visit <u>www.apeprocurement.gov.in</u> to view and download tender documents tree-of-cost.

Those who are interested to submit bids will have to register in the above mentioned site and also have to obtain Digital Certificates. The details and procedure for obtaining digital certificates are mentioned in the website or contact the helpdesk of the site.

Bids received from the manufacturers/registered vendors of APSPDCL only will be considered.

Phones: 0877 - 2284109 extn.200

Fax: 0877 - 2284117 0877 - 2284111

ONLINE VERSION

Tender Specification No: SPMPT-105/24-25

	Notice Inviting Tender Details			
S.No	Description			
1	Department Name	SPDC of AP Ltd.		
2	Office	Purchases & Material Management Wing, Corporate Office, SPDC of AP Ltd		
3	Tender Number	SPMPT-105/24-25		
4	Tender Subject	Panther ACSR Conductor (30 + 7/3.00mm) as per IS 398 Part-II with its latest amendment there of		
5	Delivery Schedule	The delivery of materials shall commence in 30 days from the date of receipt of Purchase Order and the Supply shall be at the rate of 10 km per month per supplier irrespective of quantity quoted.		
6	Tender Type	Open		
7	Tender Category	NA		
8	Bid Security (INR)	Bidder shall furnish bid security amount against total Ex-Works of quoted value against the bid as shown below. Up to 1.0 Cr: 2 % Above 1.0 Cr and up to 10.0 Cr: 1 % Above 10.0Cr: 0.5 % to a maximum of Rs.50.0 lakhs only. EMD/ Bid security shall be either online payment or in the form of Bank Guarantee through ap e-procurement. (ii) Exemption letter of Bid Security in case of Govt. firms.		
9	Bid Security Payable to	Through ap e-procurement (online/BG) only		
10	Processing Fee (INR)	NIL		
11(a)	Transaction Fee	As per ap e-procurement portal		
11(b)	Corpus Fund	Corpus Fund: Successful bidder has to pay an amount of 0.04% on quoted value through online in favour of Managing Director, APTS, VIJAYAWADA towards corpus fund at the time of concluding agreement. The successful bidder shall invariably pay the requisite Corpus fund to APTS, VIJAYAWADA within one week from the date of issue of Purchase Order. Incase if any of the successful bidder fails to pay the corpus fund, their firm will be liable for disqualification in future tenders without any further notice.		
12	Transaction Fee Payable to	APTS, Vijayawada		
13	Schedule Sale opening date	06.02.2025		
14	Schedule Sale closing Date	20.02.2025 up to 17:00Hrs		

15	Bid Submission Closing Date & time	21.02.2025 By 13:00Hrs		
16	Bid submission	On Line (F&I charges should be quoted reasonably and realistically by the bidders in all the tenders. Otherwise such unreasonable and unrealistic quoted bids will be rejected)		
17	Pre-Qualification& Technical Bid Opening Date (Qualification and Eligibility Stage and Technical Bid Stage – section VI)	21.02.2025 by 15:30Hrs		
18	Price Bid Opening Date (Financial Bid Stage) Section – VII	On or after 24.02.2025 by 15:30Hrs.		
19	Place of Tender Opening	O/o Chief General Manager/P&MM APSPDCL, 19-13-65/A, Kesavayana Gunta Tirupati – 517 501.		
20	Officer Inviting Bids/ Contact Person	Chief General Manager/P&MM APSPDCL/TIRUPATI		
21	Address/E-mail id	O/o Chief General Manager/P&MM APSPDCL, 19-13-65/A, Kesavayana Gunta Tirupati – 517 501.		
22	Contact Details/Telephone, Fax	Ph. No. 0877 – 2284109 Extn.200 Fax No. 0877 – 2284117, 2284111		
23	Eligibility Criteria	As per Section VI		
24	Procedure for Bid Submission	Bids shall be submitted online on www.apeprocurement.gov.in platform 1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.apeprocurement.gov.in. 2. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates. 3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place. 4. The bidders should scan and upload the following documents in support of technical bids. The bidders shall sign on all the statements, documents certificates uploaded by him, owning responsibility for their correctness/ authenticity: a) Processing Fee b) Bid Security should be furnished i) online payment particulars (or) iii) In the form of Bank Guarantee (or) iii) If exempted (in case of Government)		

firms only)

give details of Bid Security exemption

- c) "Latest Sales Tax Clearance Certificate"
- d) Details of previous supplies as per tender document
- e) Copies of previous supply orders in support Of above.
- f) Turnover certificate issued by Auditor and reports on financial standing of the bidder such as profit and loss statement, balance sheets and auditors reports for the past three years etc.
- g) Duly filled and signed proforma as per Format IIIA.
- h) Transaction fee payable to APTS, VIjayawada
- 5. The rates should be quoted in online only
- a. The bidders should upload the documents in PDF format only; otherwise they are liable for rejection
- b. After uploading the documents the copies of the

uploaded statement, certificates, documents, in respect of processing fee and Bid Security (except the Price bid/offer/break-up of taxes) are to

be submitted by the bidder to the Chief General

Manager/P&MM/APSPDCL so as to reach before

the date and time of opening of the technical bid.

d. Failure to furnish any of the uploaded documents.

certificates, before the date and time of opening of

Technical bid will entail in rejection of the bid.

- e. The Department shall not hold any risk on account of postal delay.
- f. Similarly, if any of the certificates, documents, etc.,

furnished by the tenderer are found to be false

fabricated / bogus, the bidder will be disqualified,

blacklisted, action will be initiated as deemed fit

and the Bid Security will be forfeited.

- 7. The department will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.
- 8. The Documents that are uploaded online on e-

		market place will only be considered for Technical Bid Evaluation. 9. Copies of all the uploaded statement like Previous experience, turnover details, type test reports etc. shall be notarised or attested by the gazetted officer 10. Important Notice to Contractors, Suppliers and Department users (i) In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G .O. Ms. No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC Banks with eProcurement platform, which provides a facility to participating suppliers/contractors to electronically pay the transaction fee online using their credit cards.
25	Rights reserved with the Department	APSPDCL reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore. The APSPDCL also reserves the right to split the tender and place orders on more than one tenderer at its discretion
26	General Terms and Conditions	As per tender documents.

SALIENT FEATURES OF THE BID

SUPERSCRIPTION ON THE TENDER COVER

Specification No : SPMPT-105/24-25

Material : Panther ACSR Conductor

(30 + 7/3.00mm) as per IS 398 Part-II with its

latest amendment there of

Officer to whom the bid will be addressed : Chief General Manager

P&MM

APSPDCL: TIRUPATI

Superscription on the bid cover and

The outer envelope

- a. Registration No. of the vendor (if any)
- b. Specification No.
- c. Due date and time for online submission
- d. Date and time of online opening
- e. Payment of bid security
 - i) Payment through online only
 - ii) In the form of Bank Guarantee
 - iii) If exempted give details (Government firms only)
- f. Whether 120 days validity offered (Yes/no).
- g. Whether bid is made accepting payment terms Clause... (Yes/no).
- h. Whether delivery is as per delivery schedule indicated.... (Yes/no).
- i. Whether the sample (if specified) has been enclosed/sent... (Yes/no).

Content of Bidding Documents

The materials/equipment required, bidding procedures, and contract terms are prescribed in the bidding documents as listed below:

Section-I : Notice Inviting Bids.

Section-II : Salient features of the Bid.
Section-III : Schedule of Materials
Section-IV : Technical Specification

Section-V : General terms and conditions of contract

Section-VI : Qualification Requirements

Section-VII : Sample Forms

Section-VIII : General & Eligibility

SAMPLE FORMS

- 1) Bid Form and Price schedules.
- 2) Bid Security Form
- 3) Contract Form.
- 4) Performance Security form
- 5) Manufacturer's Authorization form
- 6) Performance Statement
- 7) Details to be furnished by the Manufacturer
- 8) Schedule of Deviations (Technical & Commercial)

The Bidder is expected to examine all instructions, forms, terms and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at Bidder's risk and may result in the rejection of its bid.

Deviations from standard bidding document:

- i) General terms and conditions of Contract.
- ii) Technical

The above deviations super cede the existing terms of GTC and Technical specification.

Section - IIB
The Following information shall be furnished by the bidder for technically qualifying

SI.No.	SPDCL Requirements	To be furnished by the bidder		
1	Bid Security	through ap e-procurement (online)/BG		e)/BG
2	Turnover Turnover for last 5 years Issued by auditor should be enclosed in original or a copy of the same shall be attested by gazetted officer or notarized shall be enclosed (Furnish all or any one)		In lakhs)	
3	Previous experience	2019-20	То	2023-24
	Previous experience year wise for last 5 years in respect of the following materials as per section –VII- schedule (f) and the same shall be attested by gazetted officer or notarized a) ACSR/AAA Conductor of any voltage level and current rating			
4	Performance Certificate At least 20% of same material offered against this Specification should be in successful operation since 2 years as on the date of opening of the Bid for major materials like PTRs, DTRs, VCBs, Energy Meters of all types, Instrument Transformers, Over Head Conductors/Cables, UG Cables and other equipment on the material supplied during last seven years (For this purpose Performance certificates shall be furnished)			
5.	Delivery schedule: Commencement of supplies and (Monthly Delivery of materials shall be furnished)	a) Supplies shall be commenced within 30 days from the date of receipt of P.O. b) Monthly shall be supplied		
6.	Type tests: Latest type test as specified in section –IV item No.12 and Guaranteed Technical Particulars shall be furnished			
7.	APSPDCL payment terms	Accepted / Not (Delete any one		ed
8.	Tax clearance	Furnished / Not (Delete any one		

9.	Validity of tender for 120 days	Accepted / Not accepted (Delete any one)
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Note: Above information should be furnished by the tenderer for technically qualifying in the tender. Non-furnishing of any item by the tenderer will be treated as non-responsive.

Signature of tenderer

SECTION - III

SCHEDULE OF REQUIREMENTS SPMPT No.105/2024-2025

S. No	Description	Qty in Km.	Destination
1.	Panther ACSR Conductor (30 + 7/3.00mm) as per IS 398 Part-II with its latest amendment there of	10	Gudur Chittoor Kadapa Ananthapur & Kurnool

NOTE:

- 1. Free at destination stores rates shall be quoted. Breakup of Ex-factory rate and freight and insurance shall be indicated. Input tax credit available to the supplier on the purchase of inputs (Raw materials) consequent to GST Act effect from 01-07-2017 shall be taken into account while quoting the prices. The HSN code and tax rate shall be mentioned.
- 2. Delivery: The delivery of materials shall commence within one month from the date of purchase order. The total quantity mentioned is to be supplied as per SPDCL requirement.
- 3. The bidder shall quote the rate of delivery per fortnight i.e., specific quantity (Km.) per fortnight.
- 4. The bidder should also furnish particulars/information to be furnished by the bidder enclosed to this specification. Bids not accompanied by this information are liable for rejection.
- 5. Prices are variable.
- 6. Unloading charges at destination stores shall be to SPDCL account only.

SECTION - IV TECHNICAL SPECIFICATION

PANTHER ACSR CONDUCTOR

1.0 **SCOPE**:

This specification provides for design, manufacture, engineering inspection stage testing and testing before despatch, packing and delivery at any destination stores in APSPDCL.

2.0 **STANDARD**:

The power conductor shall conform to the following Indian/ International Standards, which shall mean latest revisions, amendments/ changes adopted and published, unless otherwise specified here in before. International and Internationally recognized standards to which these standards generally correspond are also listed below.

SI. No.	Indian Standard	Title	International Standards
1.	IS:209	Specification for Zinc	
2.	IS:398 Part I to Par IV (As Relevant)	Specification for Aluminium Conductors for Overhead Transmission Purpose.	IEC:209 BS:215 (Part-II)
3.	IS:1778	Reels and Drums for Bare Conductors	BS:1559
4.	IS:1521	Method for Tensile Testing of Steel Wire	ISO/ R89
5.	IS:2629	Recommended Practice for Hot Dip Galvanizing of Iron and Steel	
6.	IS:2633	Method for Testing Uniformity of Coating of Zinc Coated Articles	
7.	IS:4826	Hot Dipped Galvanized Coatings on Round Steel Wires	STM A-472 729 BS:443
8.	IS:6745	Methods of Determination of Weight of Zinc Coating of Zinc Coated Iron and Steel Articles	BS:443
9.	IS:1841	EC Grade Aluminium Rod Produced by Rolling	
10.	IS:5404	EC Grade Aluminium Rod Produced Casting and Rolling	

3.0. CLIMATIC CONDITIONS:

i) Location : In the State of

Andhra Pradesh.

ii) Maximum Ambient Air temperature (deg. C) : 50

iii) Minimum Ambient Air temperature (deg. C) : 7.5 iv) Average Daily Ambient Air temperature (deg. C) : 35

v) Maximum Relative Humidity (%) : 74

vi) Average annum Rainfall (mm) : 925

vii) Maximum Wind Pressure (Kg/ Sq.mm) : 200

viii) Maximum Altitude above Mean Sea Lever (Meters) : 1000

ix) Ceramic Level (Days/ Year) : 40 to 50

x) Seismic Level (Horizontal Acceleration) : 0.10g

4.0. PRINCIPAL PARAMETERS:

4.1. The details of conductors are tabulated below:

SI No.	PARAMETER	Panther
a).	Stranding and Wire Diameter	30/3.00 mm Aluminium 7/3.00mm Steel
b).	Number of Strands Central Steel Wire 1st Steel Layer 1st Aluminium Layer	1 6 12
- \	2 nd Aluminium Layer	18
c). d).	Sectional Area of Aluminium (Sq.mm) Total Sectional Area (Sq.mm)	212.10 261.50
e).	Overall Diameter (mm)	21.00
f).	Approximate Weight (Kg/Km)	974
g)	Calculated Maximum D.C Resistance at 20 deg. C (Ohm/ Km)	0.139
h).	Minimum UTS (KN)	89.67
i).	Modulus of Elasticity (GN/ Sq. Meter)	80
j).	Coefficient of Liner Expansion per deg C	17.80 X 10 ⁻⁶

The details of Aluminium Strand are as follows:

SI No.	PARAMETER	Panther
a).	Minimum Breaking Load of Strand Before Standing (KN)	1.17
b).	Minimum Breaking Load of Strand After Standing (KN)	1.11
c).	Maximum D.C Resistance of Strand at 20 deg. C (Ohm/ KM)	4.079
d).	Diameter mm (Standard/ Max/ Min)	3.00/3.03/2.97
e).	Mass (Kg/KM) (at Normal Diameter)	19.11

The details of Steel Strand are as follows:

SI No.	PARAMETER	Panther
a).	Minimum Breaking Load of Strand Before Standing (KN)	9.29
b).	Minimum Breaking Load of Strand After Standing (KN)	8.83
c).	Diameter mm (Standard/ Max/ Min)	3.00/3.06/2.94
d).	Zinc Coating Testing	3 /dips of 1mm each
e).	Maximum Weight of Zinc Coating (Gm/ Sq.mm)	250
f).	Mass of Steel at Normal Diameter (Kg/KM)	55.13

5.0. GENERAL TECHNICAL REQUIREMENT:

- 5.1. The ACSR Conductor shall be suitable for being installed directly in air supported on suspension insulator strings or anchored through tension insulator string at the power cross arms of single circuit and double circuit transmission line towers.
- 5.2. The conductor shall therefore be suitable for satisfactory operation under the tropical climatic conditions listed under the clause 3.0. The applicable design particulars of the conductor to be used on the lines is furnished in Annexure-I "System Particulars".
- 5.3. Physical constants of materials.
- 5.3.1. Physical constants for Hard drawn Aluminium are taken as per latest edition of IS-398 Part-II
- 5.3.2. **Resistivity:** The resistivity of Aluminium depends upon its purity and its physical conditions. For the purpose of this specification the maximum value permitted is 0.028264 Ohm. Sq.mm/m at 20 degree centigrade and this value has been used for calculation of the maximum permissible value of resistance.

Note: It is not intended to check the resistivity from the measured values of resistance.

5.3.3. **Density:** At a temperature of 20 degree centigrade the density of hard drawn Aluminium has been taken as 2.703/g/ cubic cm.

- 5.3.4. Constant Mass Temperature Co-efficient of Resistance: At a temperature of 20 deg C the constant-mass temperature co-efficient of resistance of hard drawn Aluminium measured between two potential points rigidly fixed to the wire, the metal being allowed to expand feely, has been taken as 0.00403 per degree, Celsius.
- 5.3.5 **Co-efficient of Linear expansion:** The co-efficient of linear expansion of hard-drawn Aluminium at zero degree centigrade has been taken as 23.0 x 10⁻⁶ per degree centigrade. This value holds good for all practical purposes over the range of temperatures from zero degree centigrade to highest safe operating temperature.

5.4. Physical constants for Galvanized Steel Wire:

- 5.4.1 <u>Density:</u> At a temperature of 20 degree centigrade, the density of galvanized steel wire is to be taken as 7.80 g/cubic cm.
- 5.4.2 <u>Co-efficient of Linear Expansion:</u> The co-efficient of linear expansion of galvanized steel wire at zero degree centigrade has been taken as 11.5 x 10⁻⁶ per degree C. This value holds good for all practical purposes over the range of temperatures from zero degree centigrade to highest safe operating temperature.

5.5 **MATERIALS:**

- 5.5.1 The conductor shall be manufactured from E.C grade Aluminium rods suitably hard-drawn on wire drawing machines. The mechanical rods used shall comply with IS:1841-1978 and IS: 5484. The mechanical and electrical properties of Aluminium wire shall comply with the requirements given in relevant standard. The Aluminium wire shall be manufactured from not less than 99.5% pure electrolytic Aluminium rods of E.C Grade.
- 5.5.2 Galvanized Steel Wire shall be drawn from high carbon steel Rod produced by either acidic or basic open health process, electric furnace process or basic oxygen process. The mechanical and electrical properties of wire shall comply with the requirements given in relevant standard. The chemical composition of high carbon steel wire is given below for guidance only.

Element % Composition Carbon 0.50 to 0.85 Manganese 0.50 to 1.10

Phosphorus Not more than 0.035

Sulphur Not more than 0.045

Silicon 0.10 to 0.35

5.5.3 The zinc used for galvanizing shall be electrolytic high grade zinc not less than 99.95 percent purity. It shall conform to and satisfy all the requirements of IS: 209-1979. Galvanizing may be done either by not process or electrolytic process. Neutral grease may be applied between the layers of wires.

<u>Note:</u> Lithium soap grease corresponding to grade II of IS-7623-1974 (Specification for lithium soap greases) is suitable for such application.

5.6 **FREEDOM FROM DEFECTS:**

5.6.1 The wires shall be smooth and free from all imperfections such as spills, splits, slag inclusion, die marks, scratches, fittings, below-holes, projections, looseness, overlapping of strands, chipping of Aluminium layers etc., and all such other defects which may hamper the mechanical and electrical properties of the conductor. Special care should be taken to keep away dirt, grit etc., during standing.

5.7 **WIRE SIZES:**

5.7.1 **Nominal Size:** The Aluminium and galvanized steel wires for the stranded conductor covered by this standard shall have diameter specified in clause – 4.1. This diameter of the steel wire shall be measured over the zinc coating.

5.7.2 **Tolerances on Normal Size:**

- 5.7.2.1 <u>Aluminium Wire:</u> A tolerance of ± 1 % is permitted on the nominal diameter of conductor.
- 5.7.2.2 Galvanized Steel Earth Wire: A tolerance of +/ -2 per cent is permitted on the nominal diameter. The variation from the weights shall not be more than + / 5 percent.

Note: In order to maintain the circularity of the wires the tolerance allowed in 5.7.2.1 and 5.7.2.2 shall apply to both measurements at right angles taken at the same cross-section as per clause 2.2 of IS: 398 (Part-II) (Third Revision).

5.8 **JOINTS IN WIRES**

5.8.1 Aluminium Wires: No joints shall be permitted in the Aluminium Wire in the outermost layer of the ACSR Conductor. Joints in the inner layers are permitted in addition to those made in the base rod or wire before final drawing, but no two such joints shall be less than 15 meters apart in the complete stranded conductor. Such joints shall be made by cold pressure butt-welding.

<u>Note:</u> Joints have not been permitted in the steel wires final drawing in order to avoid reduction in the breaking strength of the conductor that may occur as a result of failure of the joints.

5.9 STRANDING:

5.9.1 The wires used in construction of galvanized steel reinforced Aluminium conductor shall, before stranding, satisfy all the relevant requirements of this specification.

5.9.2 The lay ratio of the different layers shall be within the limits given in the table below:-

		Destin of			Lay Ratios for Aluminium Wire			
No. of Wires		Aluminium Wire Diameter to Steel Wire	Diameter to Wire Lav		re (6 Outside Laver		Layer Immediate by beneath Outside Layer	
Al.	ST	Diameter	Min	Max	Min	Max	Min	Max
30	7	1.1	13	28	10	14	10	16

Note: For the purpose of calculation, the mean lay ratio shall be taken as the arithmetic mean of the relevant minimum and maximum values given in this table.

- 5.9.3 In all constructions, the successive layers shall have opposite directions of layer the outermost layer being right-handed. The wires in each layer shall be evenly and closely stranded.
- 5.9.4 In conductors having multiple layers of Aluminium Wires, the lay ratio of any Aluminium layer shall not be greater than the lay ratio of the Aluminium layer immediately beneath it.

5.10 STANDARD LENGTH

- 5.10.1 The standard length of the Panther ACSR Conductor shall be 1300 meters. A tolerance of + / -5% on the standard length shall be permitted. All lengths outside this limit of tolerance shall be treated as random lengths.
- 5.10.2 Random lengths will be permissible to supply not more than 10 percent of the lengths on any one order in random lengths. But none of them shall be shorter than one third of nominal length.
- 5.10.3 Tenderer shall also indicate the maximum single length above the standard length, he can manufacture, in the guaranteed technical particulars. This is required for special stretches like river crossing etc. The purchaser reserve the right to place orders for the above length to the extent of 5 percent of the total ordered quantity on the same terms and conditions applicable for the standard lengths during the pendency of the contract.

Note: "The Guaranteed Technical Particulars for the conductor being supplied shall be provided with tender as specified in the technical specification. The tenders without the Guaranteed Technical Particulars shall be treated as non-responsive".

6.0 TESTS:

6.1 Type test acceptance and routine tests and tests during manufacture, shall be carried out on the conductor as per the IS-398 (Part-2 & Part-5) of 1996 or latest revision. The type tests as specified in the IS should be carried out not later than 10 years from the date of opening of bid.

7. INSPECTION:

7.1 The purchaser's representative shall, at all times, be entitled to have access to the works and all places of manufacture where conductor shall be manufactured and the representative shall have full facilities for unrestricted inspection of the tenderers works, raw materials and process of manufacture and conduction necessary tests as detailed here in.

The supplier shall furnish the following documents as proof of purchase of E.C Grade Aluminium Wire Rod and HTGS Wire along with each inspection offer.

- a). Invoice of the supplier,
- b). Supplier Test Certificate.
- c) Packing List.
- d). Bill of Landing.
- e). Bill of Entry Certificate by Custom.
- f). Description of material, electrical analysis, physical inspection, certificate of surface defects, thickness and width of material wherever applicable.
- 7.2 At least 5% of the total number of drums subject to minimum of two in any lot put up for inspection shall be selected at random to ascertain the length of conductor by the following method.
- 7.3 At the works of the manufacturer of the conductor, the conductor shall be transferred from one drum to another at the same time measuring its length with the help of a graduated pulley & cyclometer. The difference in the average length thus obtained and as declared by the tenderer in the packing list shall be applied to all the drums if the conductor is found short during checking.
- 7.4 The acceptance of any quantity of material shall in no way relieve the tenders of any of his responsibilities for meeting all requirements of the specification and shall not prevent subsequent rejection if such material is later found to be defective.
- 7.5 (A) The purchaser has the right to have the test carried out <u>at supplier cost</u> by an independent agency <u>regarding</u> the quality supplied. Purchaser has right to test samples taken for maximum of 2% of the PO quantity of the supply selected either from the stores or field to check the quality of the product. In case of any deviation purchaser have every right to reject the entire lot with liability to pay the total cost of Conductor for entire rejected lot by the supplier or penalize the manufacturer, which may lead to blacklisting, among other things.
 - (B) IMPORTANT NOTE: As per the instructions of the Director, Ministry of Power, New Delhi, Govt. of India vide Lr. No. 25-11/6/2018-PG, Dt.02.07.2020
 - i) All equipment, components, and parts imported for use in the manufacturing of Air break Switches with Insulators shall be tested in the Country to check for any kind of embedded malware/ Trojans/cyber threat and for adherence to Indian standards.

- ii) All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).
- iii) Any import of equipment/components/parts from "prior reference" countries i.e. <u>CHINA, PAKISTAN</u> or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India.
- iv) Where the equipment/components/parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified & designated laboratories shall be approved by the Ministry of Power (MoP).
- v) The above shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used or any activity directly or indirectly related to power supply system.
- **8.0** Approval of drawings and test certificates by purchaser shall not relieve the tenderer of his responsibility and liability for ensuring correctness and correct interpretation of the latest revision of applicable standards, rules and codes of practices. The material shall conform in all respects to high standards of engineering design, workmanship and latest revisions of relevant standards at the time of ordering and purchaser shall have the power to reject any work or material which in his judgment is not in full accordance there with.

9.0 PACKING & FORWARDING

- 9.1 The conductor shall be supplied in non-returnable, strong wooden drums provided with lagging of adequate strength capable of withstanding displacement during transit storage and subsequent handling and stringing operations in the field. The drums shall generally conform to IS-1778-1980 except otherwise specified here in after.
- 7.2 The drums shall be suitable for wheel mounting and for jetting off the conductor under a minimum controlled tension of the order of 5 KN.
- 9.3 A minimum space of 75 mm shall be provided between the inner surface of the external protective layer and outer layer of the conductor.
- 9.4 The conductor ends shall be properly sealed and secured with the help of u-nails on one side of the flanges. The end securing shall be done by taking out at least 500 mm of steel core on either ends by u-nails. The composite conductor shall be lunged by use of galvanized steel wire/ Aluminium Wire at three locations at least 75 mm apart or more covered with PVC adhesive tape so as to avoid loosening of conductor layers in transit and handling.
- 9.5 Only one length of conductor shall be wound on each drum.

9.6 **PACKING AND MARKING:**

- 9.6.1 Each drum shall have the following information stenciled on it in indelible ink along with other essential data.
- a). Manufacture's Name
- b). Trade Mark, if any
- c). Drum number of Identification number.
- d). Size of Conductor.
- e). Number and lengths of piece of conductor in each drum (no/Meters)
- f). Gross mass of the packing (kg.)
- g). Net mass of conductor (kg.)
- h). ISI Specification Mark, the purchase order number containing and identification mark and letters "APSPDCL".

10.0 PRICES

- 10.1 The prices shall be variable and shall be based on the formula given in Price Variation clause.
- 10.2 **Price Variation Clause:** The prices shall be based on and subject to adjustment due to variations in the following factors:
- i). <u>E.C Grade Aluminium:</u> The average ex-works cost of indigenous E.C Grade Aluminium Wire rod is exclusive of duties and taxes based on average price published in CACMAI as on 18.01.2025 of Rs.3,06,238/-
- ii). <u>HTGS Wire:</u> CACMAI's average rate per MT of HTGS wire exclusive of duties and taxes per M.T corresponding to 3.00 mm to 4.09 mm designation based on CACMAI as on 01.01.2025 of Rs.1.58.750/-
- iii). For any variation up or down in the price of raw materials as defined above, of rupee one in price per MT of E.C Grade Aluminium Wire Rod, HTGS Wire 3.00 mm to 4.09 mm the corresponding increase or decrease in price per KM of finished conductor allowable shall be as given below:

SI.		Variation in Rs. per Km of Conductor			
No.	Conductor	For Aluminium	For HTG\$ Wire 3.00 to 4.09mm		
1.	Panther ACSR Conductor	0.588	0.388		

- iv). For the purpose of calculation of price variation the prices of HTGS Wire, E.C. Grade Aluminium shall be taken as those prevailing 30 days prior to the date of delivery.
- v). The 'Date of Delivery' for the purpose of price variation, shall be the date on which the conductor is notified as being ready for inspection/ dispatch (in the absence of such notification the date of manufacture's dispatch note shall be considered as the date of delivery) or the contracted delivery date including any agreed extension there to whichever shall result in the least price.
- vi). As far as practicable, prices will be revised (Upward or Downward) abinitio, to take care of any variation in price of raw materials as defined above, but if for any reason it is not found to be practicable, the deliveries shall be effected at the contracted price and the price variation claimed subsequently through a supplementary bill which will be paid as per the terms of the Purchase Order after approval by this Office. If at any time, any documentary evidence, proof or certificates in regard to the price variation bill is required by this Office, the supplier shall have to furnish the same.

11. GENERAL:

The tenderer shall furnish an undertaking stating that no court cases were filed/pending against terms and conditions of any APSPDCL tender

GUARANTEED TECHNICAL PARTICULARS

PANTHER ACSR CONDUCTOR (30 + 7/3.00 mm)

SI. No.	Item	APSPDCL requirement	To be furnished by bidder
1.	Material Description	Panther	
	Maker's Name and Address		
2.	a). Aluminium wireb). Steel Wire.c). Complete conductor.		
3.	Stranding and Wire Diameter Standard/ Maximum/Minimum)mm a). Aluminium b). Steel	3.00/3.03/2.97 3.00/3.06/2.94	
4.	Standard Nominal Copper area in Sq.mm	129	
5.	Calculated Equivalent Aluminium area in Sq.mm	200	
6.	Actual Aluminium area in Sq.mm	212.1	
7	Standard area of Cross-section in Sq.mm a. Aluminium Strand b. Steel strand. c. Conductor.	7.069 7.069 261.553	
8	Diameter of complete Conductor in mm	21.00	
9.	Minimum Ultimate Tensile Stress of strand in kg/ Sq.mm a) Aluminium Strand b) Steel Strand	16.80 134.04	
10.	Guaranteed Ultimate Tensile Strength of Conductor in Kg	9127.00	
11.	Minimum Breaking Load in KN for a) Aluminium Strand. b) Steel Strand	1.11 8.83	
12.	Purity of Aluminium Rods in %	99.6%	
13.	Zinc Coating of Steel Strand a) Thickness of coating number and duration of dips (precede test) b) Minimum weight of coating in gms/ Sq. mm.	3 dips of 1 min. each 240	
14.	Maximum Working Tension	2286	
15	Weight in Kg per KM (Max/ Min) a) Aluminium b) Steel c) Conductor	588 388 974(Normal), 947(Minimum), 1002(Maximum)	
16	Maximum Resistance in Ihms per Km at 20 deg.C a) Aluminium Stand b) Conductor	4.079 0.1390	

SI. No.	Item	APSPDCL requirement	To be furnished by bidder
17.	 a) Continuous Maximum Current Rating of Conductor in Still Air at 45 deg. C ambient temperature (Amps) b) Temperature rise for the above current (deg. C) 	486 30°C	
18	LAV Ratio Steel Core : 6 Wire Aluminium : 12 Wire Layer 18 Wire Layer	Max. Min. 28 13 16 10 14 10	
19	Whether the Drum on which the conductor is wound conforms to the specification and whether the detailed dimensioned drawing submitted with the tender.	IS 1778:1980 Yes	
20	Moulds of Elasticity of a) Aluminium Strand : Kgs/ Sq.mm b) Steel Strand : Kgs/ Sq.mm c) Conductor Strand : Kgs/ Sq.mm	0.7031 x 10 ⁶ 1.969 x 10 ⁶ 8.0x 10 ⁶	
21	Co-efficient of Liner Expansion per Degree Centigrade for a) Aluminium Stand. b) Steel Strand. c) Conductor	23.00 x 10 ⁻⁶ 11.50 x 10 ⁻⁶ 17.80 x 10 ⁻⁶	
22	Percentage of Carbon in Steel Wire	0.50 to 0.85%	
23	Standard length of each piece in KM	1.300	
24	Maximum Single Length of Conductor which can be manufactured (km)	2.000	
25	Tolerance, if any on Standard Lengths.	<u>+</u> 5%	
26	No. of Standard Lengths in One Reel	1	
27	Dimension of the Reel in Cm.	137 x 60 x 71	
28	Weight of the Conductor in One Reel in Kg	1266	
29	Weight of the Reel in Kg	225	
30	Gross Weight of the Reel including weight of the Conductor (kg)	1500	
31	Standard According to Which the Conductor Will be Manufactured and Tested.	IS:398 (Part-2) 1996	
32	Other Particulars.		

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SECTION-V

General Terms and conditions <u>TABLE OF CLAUSES</u>

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A. Introduction

1. Definitions

- 1.1 In this Contract, the following terms will be interpreted as indicated:
 - (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "The Materials / equipment" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
 - (d) "The Services" means those services ancillary to the supply of the Materials/equipment, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) "GTC" means the General Terms and Conditions of Contract contained in the section.
 - (f) "The Purchaser" means the organization purchasing the Materials /equipment.
 - (g) Vendor is a supplier who has registered with the purchaser for supply of Materials/equipment.
 - (h) "The Supplier" means the firm supplying the Materials / equipment and Services under this Contract.
 - (i) "Day" means calendar day.

2. Applicability

2.1 These General Conditions of contract will apply to the extent that they are not superseded by provisions of Salient features of the Bid.

3(a) Standards

The Materials / equipment supplied under this Contract will conform to the Standards mentioned in the Technical specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the Materials / equipment' i.e., BIS, such standards will be the latest. All material will be of the best class and will be capable of satisfactory operation under tropical conditions without distortion or deterioration.

(b) Interchangeability:

All similar materials and removable parts of similar equipment will be interchangeable with each other. A specific confirmation of this should be furnished in the bid.

4. Scope of Work:

This specification covers design manufacture, testing and delivery FADS (Free at Destination Stores) of the materials described at Section IV and Technical Specification Section V.

5. Eligible Bidders:

Manufacturers/Vendors who have registered themselves with DISCOM for supply of the material / equipment listed in Section No. IV, of Bid specification and meeting the qualification requirements described at section VI only need quote.

B. THE BIDDING DOCUMENTS

- 6. Contents of Bidding Document:
- 6.1 The Materials / equipment required, bidding procedures, and contract terms are prescribed in the bidding documents as listed below:
 - 1. Notice Inviting Bid
 - 2. Salient Features of the Bid
 - 3. General Terms and Conditions of Contract
 - 4. Schedule of Requirements (Delivery Schedule)
 - 5. Technical Specifications
 - 6. Qualification Requirements
 - 7. Bid Form and Price Schedules
 - 8. Bid Security
 - 9. Performance Security Form
 - 10. Schedule of Deviations

6.2 The Bidder is expected to examine all instructions, forms, terms and Technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not responsive to the bidding documents in every respect will be at Bidder's risk and may result in the rejection of its bid.

7. Clarification of Bidding Documents

Clarification of Bidding Documents: A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the Purchaser's address. The Purchaser will respond in writing to any request for clarification of the bidding documents, which it receives no later than fifteen (15) days prior to the deadline for the submission of bids. Written copies of Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be put on Website of the purchaser or intimated by mail.

8. Amendment to Bidding Documents:

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 8.2 All such amendments also would be made available on the e-Procurement Portal and such amendments will be binding on the respective Bidders.
- 8.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

9. Language of Bid:

The bid prepared by the Bidder including all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, will be in English.

10. Cost Associated with Bidding:

The Bidder will bear all costs associated with the preparation and submission of its bid, and the Purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Documents Constituting the Bid:

- 11.1 The bid prepared by the Bidder will comprise the following components:
- i. Bid security Paid
- ii. A Bid Form and Price Schedule completed in accordance with Clause No.12 and 13
- iii. Documentary evidence establishing in accordance with Clause No.19 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- iv. Documentary evidence establishing that the Materials / equipment and ancillary services to be supplied by the Bidder are as per the Technical specification of the bidding documents; and
- v. Bid Security in accordance with Clause No.20.
- vi. Tax clearance certificate
- vii. Schedule of Deviations
 - i. Commercial
 - ii. Technical

All the Schedules will be duly filled but not necessary in the sheets attached to the specification unless full details required in the schedules are furnished the Bids will be liable for rejection.

12. Bid Form:

12.1 The Bidder will complete the Bid form and the appropriate Price Schedule furnished in the bidding documents, indicating the Materials / equipment to be supplied, a brief description of the Materials / equipment, quantity and prices.

13. Bid Prices:

- 13.1 The prices quoted will be Firm/Variable (delete whichever is not applicable). Bids will be called for with prices FADS inclusive of packing and forwarding, F&I, GST and other legally permissible duties and levies wherever applicable, handling charges to cover the transport by road from destination railway station to site / stores, unloading at destination and insurance (transit and storage at site for 30 days).
- 13.2 Even though composite price is given the break-up for all the duties, taxes, freight, insurance, packing and forwarding etc., will be furnished.
- 13.3 It is the responsibility of the Bidder to inform himself of the correct rates of duties and taxes leviable on the materials at the time of bidding.
- 13.4 The proforma credit available to the bidder on the purchases of inputs (raw materials) consequent to the introduction of "MODVAT" Scheme may be taken into account while quoting the prices.
- 13.5 The Bidder will indicate in the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Materials / equipment it proposes to

supply under the contract. Any alternative offers shall be indicated only in the price schedule.

The price of the Materials / equipment quoted Ex-Works and all GST and other taxes payable on the finished Materials / Equipment with individual breakup for Taxes and Duties, packing and forwarding, freight and insurance etc.

14. Variable prices & price variation basis:

- 14.1 Wherever prices quoted are not firm (variable), prices FADS, GST, freight, Insurance, packing, forwarding and other legally permissible duties and levies will be given separately.
- 14.2 Quotations will be with prices subject to adjustment up or down as per specific variation formula with reference to the base prices of major raw-materials / components involved which will be detailed in the bid along with the respective percentage costs in the composite price for the finished goods.
- 14.3 Whenever IEEMA price variation formula is applicable, the Bidder may quote according to IEEMA formula in force at the time of bidding which will remain the same throughout the execution and completion of the order.
- 14.4 The quoted prices will be on FADS basis inclusive of transit cum 30 days storage insurance inclusive of all taxes and duties.
- 14.5 The prices of raw-materials / components will be those at which Bidder actually purchases from their principal suppliers (whose names will be invariably stated) and will not be the landed cost at the Bidder's work including transport or any other charges. The basic price of raw materials so quoted will remain unaltered during the period of validity of bid as well as during the execution of contract.
- 14.6 Where IEEMA formula is not applicable and where the raw materials such as Steel, Aluminium, Zinc, Lead and Copper are involved the SAIL / TISCO / MUKUND price of steel for Zinc and Copper as published by IEEMA and the BALCO / HINDALCO price of Aluminium will be applicable for price variation. The Base and final prices / indices will correspond to same manufacturers.
- 14.7 In case of conductors, where the bidder makes his own arrangements to get the Properzi Rod made out of Aluminium, Ingot, the price of Properzi Rod as prevailing at the time of the bidder obtaining the ingot from the primary producers will only be taken into consideration for arriving at the price variation claims irrespective of whatever expenditure the bidder might have incurred in getting the ingot converted into Properzi Rod.

- 14.8 In case where variable prices are quoted, if complete information as above is not given, the bid is liable for rejection.
 - Irrespective of the increase in the prices of raw materials the price variance (increase) will be limited to maximum of 50% ceiling on positive side and no ceiling on negative side over the original quoted price.
- 14.9 If the date of delivery as defined in the P.V. Formula is beyond the contracted delivery date the scheduled delivery date or the actual delivery date whichever is advantageous to the Purchaser will form the basis for calculation of price variation.
- 14.10 Notwithstanding the formula applicable for regulating the price variation, if at any time any documentary evidence proof or certificate in regard to the price variation bills is required by the Purchaser, the bidder will have to furnish the same to the Purchaser.
- 14.11 The price for inland transportation, insurance, packing and forwarding and other local costs incidental to delivery of the Materials / equipment to their final destination.

The price of other (incidental) services, if any.

15. Taxes and Duties

- 15.1 A bidder will be entirely responsible for quoting the correct taxes and duties, other local taxes or levies if any, license fees, etc., he has to incur until completion of the contract. For the purpose of evaluation the bidder should clearly indicate the GST and any other taxes and levies payable in the respective columns provided in the price schedule. Failure to furnish the details as prescribed in the price schedule will be loaded as indicated in the evaluation criteria.
- 15.2 If the rates of statutory levies assumed by the Bidder are less than the actual rates prevailing at the time of bidding, the Purchaser will not be responsible for such errors. If the rates of statutory levies assumed by the Bidder are later proved to be higher than the actual / correct rates prevailing at the time of bidding, the difference will be passed on to the credit of the Purchaser.
- 15.3. Deemed Export Benefits: This is not applicable for local purchases with DISCOM funds.

16. Statutory Variations

Any variation up or down in statutory levy or new levies introduced after signing of the contract under this specification will be to the account of DISCOM provided that in cases where delivery schedule is not adhered to by the supplier and there are upward variation / revision after the agreed delivered

date the supplier will bear the impact of such levies and if there is downward variation / revision the DISCOM will be given credit to that extent.

17. Bid Currencies:

Prices will be quoted in Indian Rupees; and will be paid in Indian Rupees Only.

18. Quantity to quote:

Bidder will quote a minimum quantity of at least 20% of the total quantity indicated in the bid Specification. Offers less than the minimum prescribed are liable for rejection.

19. Documents Establishing Bidder's Eligibility and Qualifications

The Bidder will furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted will establish to the Purchaser's satisfaction:

- a. that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- b. that the Bidder meets the qualification criteria listed in Section VI.
 In addition the Bidder may furnish full particulars regarding supply of the material in question made so far to DISCOM during the last 5 years and other reputed utilities.
- 19.1 Documents Establishing Materials / equipment Conformity to Bidding Documents.

The Bidder will furnish as part of its bid, documents establishing conformity to the bidding documents of all Materials / equipment and services, which the Bidder proposes to supply under the Contract.

The documentary evidence of conformity of the Materials / equipment and the services to bidding documents may be in the form of literature, drawings, and data, and will consist of:

- (a) A detailed description of the essential technical and performance characteristics of the Materials / equipment;
- (b) The bidder should specifically mention about furnishing the test certificates and a specimen form of test certificate should be furnished along with the bid.

- (c) a list giving full particulars, including available sources and current prices of spare parts, special tools etc., necessary for the proper and continuing functioning of the Materials / equipment following commencement of the use of the Materials / equipment by the Purchaser; and
- (d) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsive-ness of the Materials / equipment and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to above, the Bidder will note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

20. Bid Security

20.1 All bids will be secured by an amount specified by the purchaser as noted below:

Earnest money deposit / Bid Security:

Up to 1.0 Cr.: 2% of the total Ex-works value of the material offered.

Above 1.0 Cr. And up to 10.0 Cr.: 1% of the total Ex-works value of the material offered

Above 10.0 Cr. : 0.5 % of total Ex-works value of the material offered to a maximum of Rs.50.0 Lakhs.

EMD / Bid security shall be either DD/ online payment or in the form of Bank Guarantee.

Bid Security will be forfeited and the vendor black listed if:

- 1. Bidder withdraws his bid or alters the prices before the expiry of validity.
- 2. Bidder withdraws his bid after its acceptance. In such a case his vendor registration will also be cancelled.
- 3. Bidder violates any of the provisions of these regulations or the conditions of the Bid issued by the Competent Authority.
- 4. Samples are not furnished within the time limit prescribed.

- 20.2 The fact of having enclosed bid security by DD / On Line payment/ B.G. along with the bid should be clearly super scribed on the bid envelope.
- 20.3 Submission of BID SECURITY by way of cheque, cash, money order, call deposit will not be accepted and will be considered as disqualification.
- 20.4 DELETED.
- 20.5 Payment of BID SECURITY will be waived at the discretion of the DISCOM in the case of fully owned Government undertaking of the Central or State Government. Such undertakings should immediately apply and obtain exemption before submitting their Bids. They need only refer to the details of such exemption in their Bids. Exemption accorded by any organization other than DISCOM will not be considered.
- 20.6 Manufacturers registered as S.S.I. Units with industries Department, Government of Andhra Pradesh are exempted from payment of BID SECURITY. They should apply in advance and obtain exemption from the concerned Purchaser well before submitting the Bid. They need to refer to the details of such exemptions in their bids.
- 20.7 Requests for exemption from payment of BID SECURITY will not be entertained in any other cases.
- 20.8 Any bid not secured as above will be rejected by the Purchaser.
- 20.9 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.
- 20.10 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract.
- 20.11 The Bid Security may be forfeited:

(a) If a Bidder:

- i. Withdraws its bid or alters its prices during the period of bid validity specified by the Bidder on the Bid Form, or
- ii. Does not accept the correction of errors pursuant to Clause No.30.2; or
- iii. Offers post Bid rebates, revisions or deviations in quoted prices and / or conditions or any such offers which will give a benefit to the Bidder over others will not only be rejected outright but the original Bid itself will get disqualified on this account and the Bidder's BID SECURITY will be forfeited.
 - (b) In the case of a successful Bidder, if the Bidder fails:
 - i. To sign the contract in accordance with Clause No.38.
 - ii. To furnish performance security in accordance with Clause. No.39.

20.12 In cases where the Bid Cover Contains superscription of having furnished Bid Security by way of DD/BG but if the same is not found within, such Bids will be rejected and bidder will run the risk of being banned.

21. Period of Validity of Bids.

21.1 Bids will remain valid for the period of One hundred Twenty (120) days from the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period will be rejected.

The bidders should clearly super scribe on the sealed envelopes of the bids about the validity.

21.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to will be made in writing (or by cable). The Bid Security provided under Clause No.20 will also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security.

22. Tax Clearance Certificates:

22.1 Copies of Income Tax, GST and Turnover Tax certificates for the latest period from the appropriate authority will invariably be enclosed to the bid. In the case of proprietary or partnership firm it will be necessary to produce the certificate / certificates for the proprietor or proprietors and for each of the partners as the case may be. If the Bidder has already produced the certificate during the calendar year in which the bid is made, it will be sufficient, if particulars are given.

23. Service Conditions

23.1 The equipment / materials offered will be entirely satisfactory for operation under the climatic conditions indicated below:

Maximum ambient air temperature (in shade)

(a)	waximum ambient air temperature (in shade)	43 C
(b)	Maximum ambient air temperature (under sun)	50^{0} C
(c)	Maximum daily average ambient air temperature	35^0 C
(d)	Maximum yearly average ambient air temperature	30^{0} C
(e)	Maximum humidity	100%
(f)	Altitude above M.S.L.	Up to 1000M
(g)	Average No. of thunder storm days per annum	50
(h)	Average No. of dust storm days per annum	Occasional
(i)	Average No. of rainy days / annum	90
(j)	Average Annual Rain fall	925mm
(k)	Normal tropical monsoon period	4 months
(1)	Maximum wind pressure	150 kg/Sq. M.

 45^{0} C

23.2 Due consideration will be given to any special devices or attachments put forward by the Bidder which are calculated to enhance the general utility and the safe and efficient operation of the equipment / materials.

24. Format and Signing of Bid.

- 24.1 The Bidder will prepare an original and two more copies of the bid, clearly marking each "ORIGINAL BID" and "COPY OF BID", as appropriate. In the event of any discrepancy between them, the original will govern.
- 24.2 The original and the copies of the bid will be typed and will be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid will initial all pages of the bid, except for printed literature.
- 24.3 Any interlineations, erasures, or overwriting will be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

25. Sealing and Marking of Bids.

- 25.1 The Bidder will seal the original and each copy of the bid in separate envelopes, duly marking envelopes as "ORIGINAL" and the "COPY". The envelopes will then be sealed in an outer envelope.
- 25.2 The inner and outer envelopes will:
 - (a) Be addressed to the Purchaser.
 - (b) The sealed cover as well as outer envelope should be super scribed as noted below
- 25.3 The sealed cover as well as the outer envelope should be super scribed as follows:
 - (a) Registration no. of the vendor.
 - (b) Bid Enquiry No.
 - (c) Due date and time for submission.
 - (d) Date and time for opening.
 - (e) Payment towards cost of Bid Specification Rs. Dt.
 - (f) Payment of Bid Security
 - (i) If paid, give details: D.D. No. Date: / details of B.G.
 - (ii) Deleted
 - (iii) If not paid or exempted, give details.
 - (g) Whether 120 days validity offered......YES / NO

- (h) Whether the quotation is made accepting Payment terms clauseYES/NO
- (i) Whether the delivery is as per delivery schedule indicated.... YES/NO
- (j) Whether the sample (if specified) has been enclosed/ sent...YES/NO
- 25.4 Deleted
- 25.5 The Bidder will invariably complete the Bid in full.
- 25.6 Deleted
- 25.7 DELETED
- 25.8 DELETED
- 25.9 DELETED

26. Deadline for Submission of Bids.

- 26.1 Bids together with modifications if any, or other withdrawals must be received by the Purchaser in e-procurement Portal not later than the deadline for submission of bids specified in the Salient features of the Bid.
- 26.2 The Purchaser may, at its discretion, extend this 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 in e-procurement Portal.

27. Late Bids

- 27.1 DELETED
- 27.2 Modification and Withdrawal of Bids.

The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, in e-Procurement Portal prior to the deadline prescribed for submission of bids.

E. Opening and Evaluation of Bids

28. Opening of Bids by the Purchaser

28.1 In case of procurement of materials through e-Procurement portal Bids will be opened on-line, on the specified day and time indicated in the bid specification.

28.2 DELETED

28.3 DELETED.

29. Clarification of Bids

29.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its, bid. The request for clarification and the response will be in writing, and no change in the prices or substance of the bid will be sought, offered, or permitted.

30. Preliminary Examination

- 30.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 30.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail, and the total price will be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its Bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of the errors, its bid will be rejected and its Bid Security may be forfeited. In case of a discrepancy between soft copy and hard copy, the entries in soft copy will prevail.
- 30.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in bid which does not constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any Bidder.
- 30.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

30.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

31. Evaluation and Comparison of Bids.

- 31.1 The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive.
- 31.2 The Purchaser's evaluation of a bid will take into consideration one or more of the following factors

All the bids, which are opened, read out and considered for evaluation will be checked for qualification requirements in respect of technical and commercial aspects. Such of the bids, which do not meet the qualification requirements, will not be evaluated further. The bid is to be checked for its conformity to the technical specification. If it does not meet the technical Specification, the Bid will not be evaluated further. However, if in the opinion of the purchaser the bidder has offered equipment/material better than the technical specification the same may be considered.

The bid may be rejected for the following reasons:

- 1. Not in the prescribed form
- 2. Insufficient bid security or bid not accompanied by the required bid security or proof of permanent bid security/exemption
- 3. Bids not properly signed
- 4. The bidder is a vendor who is banned from further business transactions and the period of ban is still in force.
- 5. Bid received after the due date and time
- 6. The bid is through telegram or fax
- 7. Bids submitted not as per measuring units mentioned in the tender document.

For example: If the unit of measurement in tenders is in Kilolitres (KL) & if the bidder has quoted his rate for Litres with the same unit of measurement in kilo Litres (KL), then the bidder has to be disqualified as the bidder quoted rate is too low for Kilo Litre which is impossible to supply at that rate.

- Further, the purchaser may enquire from the bidder in writing for any clarification of the bid. The response of the bidder will also be in writing. However no change in the prices or substance of the bid will be sought, offered or permitted.
- Bids will be examined for completeness and for any computational errors.
- Arithmetical errors will be rectified on the following basis.
 - O Where there is a discrepancy between the unit price and total price, the unit price will prevail and the total price will be corrected accordingly.

- O Where there is a discrepancy between words and figures, the amount in words will prevail.
- O If there is a discrepancy between the soft copy and the hard copy, the hard copy will prevail.
- O If the bidder does not attest any overwriting in the price column such Bids will be rejected.
- O Failure on the part of the bidder to agree to the above corrections will result in rejection of his offer and forfeiture of his bid security.
- It will be ensured that the required sureties have been furnished and that the documents have been properly signed.
- The purchaser's evaluation of a bid shall take into consideration one or more of the following factors
 - (a) Delivery schedule offered in the bid;
 - (b) Deviations in payment schedule from that specified in the general terms and conditions of the contract and technical deviations.
 - (c) The cost of components, mandatory spare parts, and service;
 - (d) The availability of spare parts and after-sales services for the equipment offered in the Bid;
 - (e) The projected operating and maintenance costs during the life of the equipment;

The performance and productivity of the equipment offered; Other specific criteria indicated in the Bidding documents.

In addition the Purchaser's evaluation of a bid will take into account the net landed cost of the material at the final destination. For the purpose of evaluation net landed cost is arrived at by adding all elements of the basic price, allowable discount, GST & any other levies, packing & forwarding, freight charges, insurance (transit & storage) as quoted by the bidder, interest on advance if any, unloading at final destination, erection, servicing and other charges as called for.

In addition any variation up or down in taxes and duties / new levies introduced subsequent to bid opening and before award will be considered for comparison purposes.

The following criteria may be adopted for taxes and duties for evaluation

- a. It is the responsibility of the bidder to quote all taxes and duties correctly without leaving any column unfilled (see samples form 1). Where taxes and duties are not applicable the bidder should enter "NA". If no duty / tax is leviable the same may be entered as "NIL". If any column is left blank or filled vaguely like "as applicable", the same will be loaded with the maximum of the other eligible Bids.
- b. Where there is an exemption of GST, the documentary evidence to that effect will be enclosed by the supplier.

Prior to detailed evaluation, the responsiveness of each bid will be determined. A substantially responsive bid is one that conforms to all the terms and conditions of the bidding documents without material deviations. For this purpose superscription, qualification requirement, bid security, validity, delivery, payment term, price schedule, taxes and duties will be deemed to be the critical provisions and deviations in any one of these items will be deemed to be a material deviation.

The purchaser may waive any minor informality, non-conformity or irregularity in the bid which does not constitute a material deviation, provided such waiver does not affect the relative ranking of any bidder. The purchaser will clearly indicate in the bid specification the methodology for evaluation of bids.

- (a) Bid price, which will include all, costs of manufacture and services at manufacturing place as well as, Transportation to destination stores, packing and forwarding, insurance and all Taxes & other legally permissible duties& levies payable.
- (b) Delivery schedule offered in the bid.
- (c) Deviations in payment schedule from that specified in the general terms and conditions of the contract.
- (d) The cost of components, mandatory spare parts, and service
- (e) The availability of spare parts and after-sales services for the equipment offered in the Bid;
- (f) The projected operating and maintenance costs during the life of the equipment;
- (g) The performance and productivity of the equipment offered; and/or
- (h) Other specific criteria indicated in the Bid Specification.
- 31.3(a)The Purchaser's evaluation of a bid will take into account the Net Landed Cost of the Material at destination stores inclusive of all taxes and duties quoted by the Bidder. It is the responsibility of the bidder to quote all Taxes and Duties correctly without leaving any column unfilled. Where not applicable the column may be filled as "NA". If no duty / tax is leviable the same may be filled as "NIL". If any column is left blank the same is loaded with maximum of other eligible Bids. If any overwriting is not attested by the bidder in the price schedule such Bids will be rejected.
- 31.3(b) Any statutory variations of taxes and duties and new levies imposed after opening of the bid and before award of the contract will be taken into consideration for the purpose of evaluation.
- 31.4 A substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. For this

purpose superscription, qualification requirement, bid security, validity, delivery, payment term, price schedule, submission of Types test certificates (as per Clause 4 section VI), taxes and duties will be deemed to the critical provisions and deviations in any one of these things will be deemed to be a material deviation.

31.5 Cost of recommended spares if any indicated in the relevant price schedule will not be considered for bid evaluation.

32. Contacting the Purchaser.

- 32.2 From the time of the bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.
- 32.3 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award will result in the rejection of the Bidder's bid.

F. Award of Contract.

33. Post Qualification

- 33.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.
- 33.2 The determination will take into account the Bidder's financial, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

34. Award Criteria:

Negotiations will only be held with responsive L1. Negotiations can also be held with all the responsive firms to explore the possibility of a further reduction in price where the rates are considered to be too high with reference to estimated price or updated prices of the past orders.

If the L1 bidder quoted price is reasonable then the full quantity could be ordered on L1.

Considering other than L1 would be limited to the following cases only.

a. When it is clearly felt that L1 cannot supply the total quantity in the required time schedule or in the opinion of the purchaser it is undesirable to depend on one supplier. Then 50% of the quantity (or) quantity quoted by L1 whichever is less

should be given to L1. Balance quantity may be distributed among other bidders at the discretion powers of CMD.

b. In all these above cases, quantity could be distributed to all those agreeing to the lowest rate offered by the suppliers during negotiations or any other acceptable rates.

However it is not binding on DISCOM to accept the lowest or any other Bid and allocation of quantities. It reserves the right to place orders on different Bidders.

In case of reverse tendering, after L1 finalization if there is any balance quantity available the same may be allotted to the other responsive bidders at the discretion of the CMD.

34.1 If the tenders are cancelled CMD has got powers to procure on nomination Basis (or) in open market.

35. Purchaser's Right to Vary Quantities at Time of Award

- 35.1 The Purchaser reserves the right at the time of contract award to increase or decrease the quantity of Materials / equipment and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 35.2 The purchaser reserves the right to vary the ordered quantity by +/-50% during the execution of the contract.

36. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

36.1 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 contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.

37. Notification of Award

- 37.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the Successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 37.2 The notification of award will constitute the formation of the Contract.
- 37.3 Upon the successful Bidder's furnishing of the performance security, the Purchaser enters into contract with successful Bidder / Bidders. The Purchaser will notify each unsuccessful Bidder and will discharge its Bid Security.

38. Signing of Contract:

The Purchaser notifies the successful Bidder that its bid has been accepted. Within 30 (thirty days) of receipt of notification of award of Contract, the successful Bidder will sign and date the contract. Failure to comply with this stipulation will entail cancellation of the contract besides forfeiture of the bid security.

39. Performance Security:

- a. The successful bidder / bidders will submit security for proper fulfillment of the contract and such security will be for an amount of 10% (ten percent) of the contract value (or) as per govt. order.
- b. This performance security will be furnished within 15 days of receipt of the notification of contract award and should cover a period of 6 months beyond the warranty period. Failure to comply with this stipulation will entail canceling of the contract besides forfeiture of the bid security and cancellation of the vendor's registration.
- c. The performance security will be in the form of banker's cheque crossed

 Demand Draft from a nationalized bank /On-Line transfer /individual /

 Permanent Bank Guarantee.
- d. The purchaser will discharge the performance security after completion of the contract and within 6 months of the expiry of the warranty.
- e. The Bank Guarantees may be obtained from the State Bank of India or its Associate Banks / Nationalized Banks/Scheduled Bank The Bank Guarantees towards performance security shall be submitted as follows:
- f. Performance Bank Guarantee (Transformers & VCBs):

(i) Local Manufacturers:

5% Performance Guarantee of the contract value.

(Or)

2% of the contract value to be submitted initially for a period of 3 years with an undertaking to extend for the balance period of the warranty, prior to 3 months of its expiry plus deduction of 5% of the each bill till 3% of the contract value is deducted towards performance guarantee.

(or)

A Permanent Performance Bank Guarantee (PPBG) for a value of Rs. 20 Crore.

(ii) For Others: 10% of the contract value (As per the existing norms)

- g) Performance Bank Guarantee (Other Materials):
 - (i) Local Manufacturers:

5% Performance Guarantee of the contract value.

(Or)

2% of the contract value to be submitted initially for a period of 3 years with an undertaking to extend for the balance period of the warranty, prior to 3 months of its expiry plus deduction of 5% of the each bill till 3% of the contract value is deducted towards performance guarantee.

(or)

A Permanent Performance Bank Guarantee (PPBG) for a value of Rs. 1.0 Crore.

(ii) For Others:

10% of the contract value (As per the existing norms).

- h) Performance Bank Guarantee (Turnkey & Semi Turnkey works):
 - (i) For Local Contractors:

(Executing works satisfactorily in AP DISCOMs for a period of 10 years):

5% Performance Guarantee of the contract value.

(Or)

2% of the contract value in the form of Bank guarantee valid up to completion of the defect liability period plus retention amount of 5% in each running bill to an extent of maximum 3% of contract value is deducted towards Performance Guarantee. The Bank guarantee can be submitted initially for a period of 3 years with an undertaking to extend for the balance period of warranty prior to 3 months initial Bank Guarantee expiry.

Note: For the value of equipment if the EPC contractor purchases equipment from the local manufacturer who has already submitted Rs. 20 Crores PPBG as manufacturer, they are exempted from submission of PBG for value of equipment.

(ii) For Others:

5% of the contract value in the form of Bank Guarantee plus 6% of the running bills for a maximum of 5% of the contract value is deducted towards performance guarantee.

If the contractor submits 10% value of the contract in the form of PBG, deduction of 6% as retention from the running bills is exempted.

- Definition of Local Equipment Manufacturing Unit:
 As per the Policy of Govt. of Andhra Pradesh.
- j) Permanent Performance Bank Guarantee (PPBG) for a value of Rs.20 Crore for the existing / ongoing works for the contractor who Comes forward with acceptance.
- k) Exemptions will be given in case of Payment of performance security Based on the recommendation made by the SPC for special cases.
- 39.2 Failure of the successful Bidder to comply with the above requirement will entail cancellation of the award and forfeiture of the Bid Security.

40. Corrupt or Fraudulent Practices

It is essential that the Purchaser as well as Bidder / supplier / contractor for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public 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 determinant of the purchaser, and includes collusive practice among 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;
- (iii) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

41. Use of Contract Documents and Information:

- 41.1 The Supplier will not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, of any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed will made in confidence person be and will extend as far as may be necessary for purposes of such performance.
- 41.2 The Supplier will not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 41.3 Any document, other than the Contract itself, will remain the property of the Purchaser and will be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.
- 41.4 The Supplier will permit the Purchaser or his authorized representative to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Supplier.

42. Patent Rights

42.1 The Supplier will indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Materials / equipment or any part thereof.

43. Places / Locations:

43.1 Particulars of site location and nearest rail heads to which the equipments / material have to be supplied will be given to successful Bidders.

44. Delivery:

44.1 Delivery period will be reckoned from the date of signing of the contract.

The delivery quoted will be firm, definite, unconditional and on the basis of receipt of materials at destination in good condition without any bearing on the procurement of raw materials or any similar prerequisites. The commencement date and date of delivery will be indicated. The preferred delivery time, which is the essence of this specification, is indicated in the schedule. Final deliveries are however, subject to confirmation at the time of Contract. Delay in delivery of materials FADS –(Free At Destination Store) due to non-availability of railway booking, non-allotment of wagons and any such reasons will not be considered. It is the responsibility of the supplier to make alternative arrangements for transporting the materials by road or rail so as to see that the material reaches the destination within the stipulated period. The Purchaser reserves its right to defer the delivery date at any time after orders are placed without any change in the conclusion of contract other conditions supply. The delivery period, which will be reckoned from the date of the Contract, will be guaranteed under penalty as in Clause 61.

45. Inspections and Tests

- (i) The supplier will keep the Purchaser informed in advance of the time of the starting and the progress of manufacture of equipment in its various stages so that arrangement could be made for inspection. The accredited representative of the DISCOM will have access to the supplier's or his subcontractor's work at any time during working hours for the purpose of inspecting the materials during manufacturing of the materials / equipment and testing and may select test samples from the materials going into plant and equipment. The supplier will provide the facilities for testing such samples at any time including access to drawings and production data at no charge to Purchaser. As soon as the materials are ready the supplier will duly send intimation to DISCOM by Regd. Post and carry out the tests in the presence of representative of the DISCOM.
- (ii) The DISCOM may at its option get the materials inspected by the third party if it feels necessary and all inspection charges in this connection will be borne by the supplier.
- (iii) The dispatches will be affected only if the test results comply with the specification. The dispatches will be made only after the inspection by the DISCOM Officer is completed to the DISCOM satisfaction or such inspection is waived by the competent authority.
- (iv) The acceptance of any quantity of materials will in no way relieve the Supplier of its responsibility for meeting all the requirements of this specification and will not prevent subsequent rejection if such materials are later found to be defective.
- (v) The supplier will give 15days advance intimation to enable the Purchaser depute his representative for witnessing the acceptance and routine tests.
- (vi) Should any inspected or tested materials / equipment fail to conform to the specification, the Purchaser may reject the materials and supplier will either replace the rejected materials or make alterations necessary to meet specifications requirements free of costs to the Purchaser.
- (vii) In the case of transformers, instrument transformers and meters inspection will be conducted every year, for the first 5 years on a 2% sample of the quantities supplied. Samples will be collected at random at field or stores to establish that the guaranteed technical parameters are as per the submitted bid by the supplier. In the case of non-adherence, the purchaser may take suitable action on the supplier including cancellation of vendor registration and banning further dealings, depending on the gravity of the deviation. These random inspections may be entrusted to a third party.

46. Name Plate:

Equipment should be provided with name plate giving full details of manufacture, capacities and other details as specified in the relevant ISS or other specification stipulated. The contract No. and date and year of supply and period of warranty and the words "DISCOM" must be etched on the name plate.

47. Packing

- 47.1 The Supplier will provide such packing of the Materials / equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing will be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights will take into consideration, where appropriate, the remoteness of the Materials / equipment' final destination and the absence of heavy handling facilities at all points in transit.
- 47.2 The packing, marking, and documentation and outside the packages will comply strictly with such special requirements as will be expressly provided for in the Contract and in any subsequent instructions ordered by the Purchaser. The supplier will be required to make separate packages for each consignee, each package will be marked on three sides with proper paint / indelible ink with the following;
 - 1. Contract Number
 - 2 Supplier's name
 - 3 Packing list reference number
- 47.3 The supplier, whenever dispatches material to a destination should prepare the following information in the form of packing slip in quadruplicate and send the same to the consignee and obtain his acknowledgement. The consignee will return to the supplier one copy of the packing slip with his remarks. The proforma of packing slip will be as follows:

PACKING SLIP

- 1. Contract No. & Date.
- 2. Quantity allotted to the stores and rate applicable.
- 3. Quantity so far supplied to the stores and the rate applied.
- 4. Quantity now supplied and the rate applied.
- 5. Total quantity supplied under the Contract with rates applied.
- 6. Programme for supplying the balance quantity to the Stores.

48. Delivery Documents

48.1 Delivery of the Materials / equipment will be made by the Supplier in accordance with the terms specified in the contract.

The latest test certificates containing the result of the tests as per the relevant ISS or other specification stipulated must be submitted to the Chief General Manager and got approved by him.

- 48.2 Documents to be submitted by the Supplier are specified as under...
 - (i) Insurance certificate;
 - (ii) Supplier's certificate certifying that the defects if any pointed out During inspection have been rectified (3copies).
 - (iii) Manuals in Six sets and one set of reproducible drawings.

The Purchaser will receive the above documents soon after the dispatch of materials and if not received, the supplier will be responsible for any consequent expenses.

49. Insurance

- The material / equipment will be fully insured against loss or damage incidental to manufacturer or acquisition, transport, storage and delivery in the manner specified in the contract and also storage for **45 days** at the destination site or stores before taking into stock. Insurance will be in an amount equal to 100% value of material / equipment on an all risks basis. The policy will have a provision for extension to cover further storage, if necessary, at the destination site or stores at the purchaser's cost. The insurance beneficiary shall be DISCOM.
- The bidder shall
 - a) Initiate and pursue insurance claim till settlement and
 - b) Promptly arrange for repair and / or replacement of any damaged items in full irrespective of settlement of insurance claim by the under writers.
 - c) All costs because of insurance liabilities covered under the contract will be to supplier's account. The suppliers shall provide the purchaser with a copy of all insurance policies and documents taken out by him in pursuance of the 'contract'. Such copies of documents shall be submitted to the purchaser immediately after such insurance coverage. The supplier shall inform the purchaser in writing at least 60 days in advance, regarding the expiry, cancellation and / or change in any of such documents and ensure revalidation / renewal, etc., as may be necessary well in time.

The risks that are to be covered under the insurance shall be comprehensive and shall include but not limited to, the loss or damage in transit, storage, due to theft, pilferage, riot, civil commotion, weather conditions, accident of all kinds, fire, flood, war risks(during Ocean transportation) bad or rough handling etc.,. The scope of such insurance shall cover the entire contract value.

50. Transportation

50.1 The Supplier is required under the Contract to transport the Materials / equipment to a specified place of destination defined as normally the district stores, transport to such place of destination, including insurance and storage, will be arranged by the Supplier, and the related costs will be included in the Contract Price only.

51. Incidental Services

- 51.1 The Supplier may be required to provide any or all of the following services, including additional services, if any.
 - (a) Performance or supervision of on-site assembly and/or start-up of the supplied Materials / equipment;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Materials / equipment;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Materials / equipment;
 - (d) Performance or supervision or maintenance and/or repair of the supplied Materials / equipment, during warranty period, provided that this service will not relieve the Supplier of any warranty obligations under this contract; and
 - (e) Training of the Purchaser's personnel, at the Suppliers' plant and/or onsite, in assembly, start-up, operation, maintenance, and/or repair of the supplied Materials / equipment.

52. Spare Parts

- 52.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier.
 - (a) Such spare parts as the Purchaser may choose to purchase from the Supplier, provided that this election will not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:

- (c) Advance notification to the Purchaser of the impending termination.
- (d) Time to permit the Purchase to procure needed requirement; and following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

53. Warranty

- 53.1 The supplier will warrant for the satisfactory functioning of the material / equipment as per specification for a minimum period of 18 months from the date of receipt of the material / equipment in good condition.
- 53.2 The Supplier warrants that the Materials Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that all Materials / equipment supplied under this Contract will have no defect, arising from a design and / or materials as required by the Purchaser's specifications or from any act of omission of the Supplier, that may develop under normal use of the supplied Materials / equipment./ equipment supplied under the
- 53.2 All the material will be of the best class and will be capable of satisfactory operation in the tropics under service conditions indicated in clause 23.1 without distortion or deterioration. No welding filling or plugging of defective parts will be permitted, unless otherwise specified, they will conform to the requirements of the appropriate Indian, British or American Standards. (Where a standard specification covering the material in question has not been published, the standards of the American Society for testing of Materials should be followed).
- 53.3 The entire designs and construction will be capable of withstanding the severest stresses likely to occur in actual service and of resisting rough handling during transport.
- 53.5 Unless otherwise specified the warranty period will be 18 months from the date of acceptance of the Materials / equipment. The Supplier will, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the supplier will at its discretion either, Make such changes, modifications, and/or additions to the Materials / equipment or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests as per the relevant standards.
- 53.6 The Purchaser will promptly notify the supplier in writing of any claims arising under this warranty.
- 53.7 "Upon receipt of such notice, the Supplier will within 30 days repair or replace the defective Materials / equipment or parts thereof, free of cost at the ultimate destination. The supplier will take over the replaced parts/Materials /

equipment at the time of their replacement. No claim whatsoever will lie on the Purchaser for the replaced parts/Materials / equipment thereafter". In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material will be extended to a further period of 12 months.

53.8 If the Supplier, having been notified, fails to remedy the defect(s) within the above period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense duly deducting the expenditure from subsequent bills / bank guarantee and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

54. Payment

54.1 100% payment will be arranged after 45 days reckoned from the date Form-13 i.e. receipt of material / equipment in good condition at the destination stores or after submission of bills in complete shape with other necessary enclosures whichever is later duly transferring the said amount to the bank account of the supplier by the purchaser bank. The supplier will have to predefine the Bank details while entering into contract.

The supplier after receipt of Form-13 has to submit their materials supplied bills in online mandatorily along with submission of hard copies to General Manager/Expenditure/APSPDCL/ Tirupati. For this the supplier has to login through APSPDCL website (http://www.apspdcl.in-login-vendor login)

- 54.2 The 100% payment mentioned above is subject to on submission of performance security as per Clause 39 by the supplier.
- 54.3 The supplier should invariably submit test certificates and other documents, the purchaser specifies as soon as dispatch is made so that they can be checked and approved well in advance.
- 54.4 The performance guarantee to be executed in accordance with this specification will be furnished on a stamp paper of value Rs.100/-. The Bank Guarantee will be extended if required suitably. In accordance with the provisions of Clause No.39.
- 54.5 If the supplier has received any over payments by mistake or if any amounts are due to the DISCOM due to any other reason, when it is not possible to recover such amounts under the contract resulting out of this specification, the DISCOM reserves the right to collect the same from any other amount and / or Bank Guarantees given by the company due to or with the DISCOM.
- 54.6 When the supplier does not at any time, fulfill his obligations in replacing / rectifying etc. of the damaged / defective materials in part or whole promptly

to the satisfaction of the DISCOM Officers, the DISCOM reserves the right not to accept the bills against subsequent dispatches made by the supplier and only the supplier will be responsible for any demurrages, wharfages or damage occurring to the consignments so dispatched.

55. Prices

55.1 Prices charged by the Supplier for Materials / equipment delivered and Services performed under the Contract will not vary from the prices quoted by the supplier in its bid, with the exception of any price adjustment authorized in the contract.

56. Change Orders

- 56.1 The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:
 - (a) Drawings, designs, or specifications, where Materials / equipment to be furnished under the Contract are to be specifically manufactured for the Purchaser:
 - (b) The method of shipment or packing;
 - (c) The place of delivery; and/or
 - (d) The Services to be provided by the Supplier.

57. Contract Amendments

57.1 No variation in or modification of the terms of the Contract will be made except by written amendment by the Purchaser and accepted by the supplier.

58. Assignment

58.1 The Supplier will not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

59. Delays in Supplier's Performance

- 59.1 Delivery of the Materials / equipment will be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 59.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Materials / equipment, the Supplier will promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser will evaluate the situation

and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension will be ratified by the parties by amendment of the Contract.

59.3 Except as provided under force majeure clause a delay by the Supplier in the performance of its delivery obligations will render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

60. Penalty for delay in supplies

The time and the dates for delivery mentioned in the contract will be deemed to be the essence of the contract.

if the Supplier fails to deliver any or all of the Materials / equipment or to perform the Services within the period(s) specified in the Contract, the Purchaser will, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week on the undelivered portion subject to a maximum of 5% of the total value of the contract. Once the maximum is reached the Purchaser may consider termination of the contract.

The date of Form-13 i.e., the date of receipt of materials at destination stores in good condition will be taken as the date of delivery. Materials / Equipment which are not of acceptable quality or are not confirming to the specification would be deemed to be not delivered. For penalty, the number of days would be rounded off to the nearest week and penalty calculated accordingly.

The penalty specified above will be levied and would be adjusted against subsequent pending bills. Penalty will not be levied in case of delay due to Force majeure events.

Any failure on the part of new vendors for a second time would cause them to be removed from the list of registered vendors.

61. Termination for Default

- 61.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
 - i. If the Supplier fails to deliver any or all of the Materials / equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.
 - ii. If the Supplier fails to perform any other obligation(s) under the Contract.
 - iii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

61.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Materials / equipment or services similar to those undelivered, and the Supplier will be liable to the Purchaser for any excess costs for such similar Materials/equipment or Services. However, the Supplier will continue performance of the Contract to the extent not terminated.

62. Termination for Insolvency

62.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or not affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

63. Termination for Convenience

- 63.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination will specify the termination is for the Purchaser's convenience, the extent to which performance of the supplier under the Contract is terminated, and date upon which termination becomes effective.
- 63.2 However the Materials / equipment that are complete and ready for shipment within thirty (30) days after the supplier's receipt of notice of termination will be accepted by the Purchaser at the Contract terms and prices.

64. Force Majeure

- 64.1 The Supplier will not be liable for forfeiture of its performance security, penalty for late delivery, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contact is the result of an event of Force Majeure.
- 64.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 64.3 If a Force Majeure situation arises, the supplier will promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier will continue to perform its obligations under the Contract as far as is reasonably practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Price variance will be allowed during the period of Force Majeure.

65. Settlement of Disputes

- 65.1 If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.
- 65.2 If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 65.3 Any dispute of difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause will be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Materials / equipment under the Contract.
- 65.4 Arbitration proceedings will be conducted in accordance with the following rules of procedure. The dispute resolution mechanism will be as follows:
 - (a) In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference will be settled in accordance with the Arbitration and Conciliation Act. 1996. The Arbitral Tribunal will consist of three Arbitrators one each to be appointed by the Purchaser and the supplier the Third Arbitrator will be chosen by the two Arbitrators so appointed by the parties and will acts as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator will be appointed by The Institution of Engineers (India).
 - (b) If one of the Parties fails to appoint its Arbitrator in pursuance of Sub-Clause (a) within 30 days after receipt of the notice of the appointment of its Arbitrator by The Institution of Engineers (India), will appoint the Arbitrator. A certified copy of the order of the Institution of Engineers (India), making such an appointment will be furnished to each to the parties.
 - (c) Arbitration Proceedings will be held at Purchaser's Headquarters, and the language of the Arbitration Proceedings and that of all documents and communication between the parties will be English.
 - (d) The decision of the majority of Arbitrators will be final and binding upon both parties. The cost and expenses of Arbitration Proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc., of its proceedings as also the fees and expenses paid to the

- Arbitrator appointed by such party or on its behalf will be borne by each party itself.
- (e) Where the value of the Contract is Rs. One Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely The Institution of Engineers (India).
- 65.5 Notwithstanding any reference to arbitration herein,
 - (a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) The Purchaser will pay the Supplier any monies due the Supplier.

66. Jurisdiction

66.1 All and any disputes or differences arising out of or touching this contract will be decided by the Courts or Tribunals situated in Purchaser's Headquarters only. No suit or other legal proceedings will be instituted elsewhere.

67. Notices

- 67.1 Any notice given by one party to the other pursuant to this Contract will be sent to the other party in writing or by mail, or by whatsapp and confirmed in writing to the other party's address.
- 67.2 A notice will be effective when delivered or on the notice's effective date, whichever is later.

68. Foreign Exchange

68.1 No Foreign Exchange is available or expected for this purchase. Offers which do not require release of F.E. or procurement of import license by DISCOM only will be considered. Where some of the components are to be imported the manufacturer will have to make their own arrangements for import license etc., and should not look for any assistance from DISCOM.

P&MM
APSPDCL::TIRUPATI

SECTION -VI QUALIFICATION REQUIREMENTS

1. The bidder should be a manufacturer/registered vendor who must have designed, manufactured, tested and supplied to power utilities at least 40% of the quoted quantity of the goods / equipment of same or higher voltage/capacity class indicated in the "Schedule of Requirement" in one continuous period of 12 months and its financial turnover during any one year of the last five years should have been equal or more than 100% value of the material now quoted.

For this purpose Order completion certificates, Performance certificates issued by the utility not below the rank of General Manger / Superintending Engineer, Stores material receipt acknowledgement (Form-13) will be considered.

At least 20% of **same** material offered against this Specification should be in successful operation since 2 years as on the date of opening of the Bid for major materials like PTRs, DTRs, VCBs, Energy Meters of all types, Instrument Transformers, Over Head Conductors/Cables, UG Cables and other equipment on the material supplied during last seven years (and) since 1 year for all other materials on the material supplied during last five years.

The requirement of 20% Performance on the same material offered against the specification is based on the material to be procured

For this purpose Performance certificates issued by the utility not below the rank of General Manger / Superintending Engineer during the last seven/five years as on the date of opening of the Bid will only be considered.

- 2. The bidder should furnish the information on all past supplies and satisfactory performance in proforma under Form 6.
- 3. All bids submitted will also include the following information:
 - Copies of original documents defining the constitution or legal status, place of registration and principle place of business or the company or firm or partnership, etc.,
 - ii. The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments.

- iii. The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.
- iv. Reports on financial standing of the Bidder such as profit and loss statement, balance sheets and auditor's report for the past three years, bankers certificates etc.
- 4. The bidder will furnish Type Test Results. The type tests must have been conducted on the material offered as per the relevant IS in recognized laboratory having NABL accreditation as per the latest revision of the Technical Specification and the date of type tests will not be later than 10 years subject to no alternation in the design. The bids received without type test reports will be treated as nonresponsive.

"if any change in design was made latest type tests shall be furnished along with approved drawing".

The validity of Type tests shall be as per recommendations of Minister of Power, CEA, Govt. of India from time to time and same will be specified in the bid document

- 5. Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have....
 - a. made misleading or false representations in the forms, statements and attachments submitted in proof of qualification requirements and / or
 - record of poor performance such as not properly completing the contract, inordinate delays in supply, completion, litigation history or financial failure etc.
- 6. Notwithstanding anything stated above purchaser reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the purchaser.
- 7. The bidder must furnish the details as indicated in FORM No. 7 of Section-VII i.e., Details to be furnished by the manufacturer.
- 8. The relationship with any TRANSCO/DISCOM employee must be disclosed by the bidders.
- 9. "Any bidder/company blacklisted by any A.P. Power utility will be disqualified".

CHIEF GENERAL MANAGER
P&MM
APSPDCL::TIRUPATI

SECTION – VII SAMPLE FORMS

Date.

1. BID FORM AND PRICE SCHEDULES

TO: (Name and Address of Purchaser) Gentlemen and/or Ladies:
Having examined the Bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver
We undertake, if our Bid is accepted, to deliver the Materials / equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.
We agree to abide by this Bid up to (for the Bid Validity Period) specified in Clause and it will remain binding upon us and may be accepted at any time before the expiration of that period.
Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, will constitute a binding Contract between us.
We understand that you are not bound to accept the lowest or any bid you may receive.
We certify / confirm that we comply with the eligibility requirements as per clause of the bidding documents. Dated thisday of20

Duly authorized to sign Bid for and on behalf of

[Signature]

_ [in the capacity of]

PRICE SCHEDULE

SI. No.	Description of Material	Quantity Required	DISCOM Delivery Schedule	Quantity offered by the Bidder	Whether firm or Variable
1	2	3	4	5	6

Free at Destination Stores				Any other			(:	
Ex- Works price per unit	Packing & Forwardin g Freight and Insurance	Excis e Duty	Sales Tax	tax / duties (Spe cify)	Unit Price	Discount if any	Total Price (Rs.)	Remarks
7	8	9	10	11	12	13	14	15

Note: Columns 1 to 4 to be filled in by the Purchaser and the remaining columns are to be filled by the Bidder.

Signature of the Bidder

2. BID SECURITY FORM

Whereas (hereinafter called "the Bidder") has submitted its Bid dated (date of submission of bid) for the supply of
KNOW ALL PEOPLE by these presents that WE(name of bank) having our registered office at(address of bank) (hereinafter called "the Bank"), are bound unto(name of Purchaser) (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank thisday of20 .
THE CONDITIONS of this obligation are:
 If the Bidder a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or b) does not accept the correction of errors in accordance with the Bid Specification, or
 If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
(a) fails or refuses to furnish the performance security, in accordance with the Bid Specification.
(b) fails or refuses to execute the Contract Form if required; or
We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including forty five (45) days after(Specification Date) the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.
NOTE: Signature of the Bank) NOTE: This will be executed on a Rs.100/- non-judicial stamp paper issued by a scheduled Bank

3. CONTRACT FORM

THIS AGREEMENT made the day ot 20 Between.
(Name of Purchaser) of the one part and(Name of Supplier) of the
other part:
WHEREAS the Purchaser invited bids for certain Materials / equipment and ancillary services viz.,
(Brief description of Materials / equipment and Services) and has
accepted a bid by the Supplier for the supply of those Materials / equipment and
services in the sum of(Contract Price in Words and
Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions will have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents will be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Materials / equipment and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Materials / equipment and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the Materials / equipment and services which will be supplied/provided by the Supplier are as under:

SI.	Brief Description	Quantity to	Unit Price	Total Price	Delivery
No.	of Materials /	be supplied	Rs.	Rs.	Terms
	Equipment &				
	services				

TOTAL VALUE: (Rupees	only) DELIVERY
SCHEDULE:	
IN WITNESS whereof the parties hereto have caused executed on the day and year first above written.	this Agreement to be
Signed, Sealed and Delivered by the	
said(for the Purchaser)	
in the presence of	
Signed, Sealed and Delivered by the	
said(for the Supplier)	
in the presence of	

To be executed on a Rs.100/- Non-judicial stamp paper.

NOTE:

4 (a). PERFORMANCE SECURITY FORM

To:(Name of Purchaser)
WHEREAS
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier will furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of
This guarantee is valid until the day of 20.
Signature and Seal of Guarantors
Date20.
Address:

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper by a scheduled Bank.

4 (b). AGREEMENT to PERFORMANCE SECURITY FORM

PERFORMANCE BANK GUARANTEE FOR AVAILING 100% PAYMENT

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

- 1. The Bank Guarantee furnished herewith shall be valid so as to cover performance guarantee period over and above 6 months from the date of expiry of guarantee period as per purchase order, subject to the condition that if required the Bank Guarantee should be got renewed by the supplier two months before its expiry to cover the 10% value of supplies made for which the performance guarantee period (or similar stipulation in the purchase order) has not expired on the date of expiry of the initial bank guarantee. If the bank guarantee is not renewed by the stipulated date as stated above, the APSPDCL reserves the right to operate on the subsisting bank guarantee to retain an amount equivalent to 10% of the value of supplies made for which the performance guarantee period has not expired.
- 2. So long as the Bank guarantee is in force, no separate deposit is required for drawing full payments for 100% value of supplies rendered for that particular order.
- 3. If there is any default on the part of the supplier from proper fulfillment of order the APSPDCL shall have the unilateral right to call upon the bank and /or supplier to forthwith pay to the APSPDCL a sum equivalent to the damages or loss sustained by the APSPDCL by reason of such default or defaults.
- 4. Where any such amounts have been claimed from and paid by the bank, the APSPDCL shall not be bound to permit any such supplier from non-payment of deposit according to rules, in respect of the supplies unless the bank guarantee has been restored to the required level for enabling the supplier to draw the 100% value of supplies rendered.

Date: Name of the Company
Place: With signature and stamp

Note: This should be furnished on Rs.100/- Non-Judicial stamp paper by the Company.

5. MANUFACTURERS' AUTHORISATION FORM

	Nodated
То	
Dear Sir,	
	SPECIFICATION No.
	who are established and reputable manufacturers of (name & descriptions of Materials / equipment offered)
(Name and	ories at (address of factory) do hereby authorize M/s. address of Agent) to submit a bid, and sign the contract with you for the terials / equipment manufactured by us against the above n No
	Company or firm or individual other than M/s are authorized to bid, de the contract in regard to this business against this specific Specification
General Co	hereby extend our full guarantee and warranty as per Clause 15 of the nditions Contract for the Materials / equipment and services offered by the against this Specification No
	Yours sincerely,
	(Name) (Name of manufacturers)
Note:	This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

6. PROFORMA FOR PERFORMANCE STATEMENT

Bid No			Date of Opening				
Time Hours							
Name of the Fir	m						
Order placed by (full	Order No.	Description and quantity		Date of Co Deli			
address of purchaser)	and Date	of ord equip		As per Contract	Actual		
Remarks indicating reasons for late delivery, if any			Has the equipment been Satisfactorily functioning? (Attach a Certificate from the Purchaser)				
Signature of the Bidder							

7. DETAILS TO BE FURNISHED BY THE MANUFACTURER

7. DETAILS TO BE TOKINISHED BY THE MANOTACTOREK		
1. Specification No.	:	
2. Name of the Material	:	
3. Bidder's vendor Registration No. for this item	:	
4. Quantity to be procured	:	
5. Last date and time for submission of Bid	:	
6. Date and time for opening of Bid	:	
7. State whether Bid guarantee is enclosed or	:	
Permanent Bid Guarantee available		
8. State whether the quotation is in single part/ Two part	:	
9. State whether 20% minimum quantity is quoted	:	
10. Whether willing to furnish performance B.G.@ 10% if order is placed	:	
11. Details of remittance of Specification cost	:	DELETED
12. Whether a local SSI Unit/ Local Unit	:	
13. Whether month wise delivery schedule indicated	:	
14. Prices whether variable / Firm	:	
15. Whether any other tax / duty payable. If so give details and the same is included / not included.	:	
16. State whether DISCOM terms of payment	:	
are accepted.		
17. Quantity offered for supply	:	
18. State whether 120 days validity offered	:	
19. Whether sample is enclosed (if specified)	:	
20. Whether the material / equipment offered conforms to the relevant DISCOM Specification	:	
21. Whether you have executed orders of the DISCOM previously for these items. (Please give	:	
22. Similar details in respect of supplies made to other utilities	:	
23. Whether Bid Security exemption letter enclosed, if exempted.	:	
24. Whether sales tax clearance certificate enclosed	:	
25. Whether Income-tax clearance certificate enclosed.	:	
26. Details of annual financial turnover for last 5 years	:	

27. Details of annual financial turnover with period which in equal to or more than 100% value of the	<u>Perio</u> From To	 Turnove	: r
materials quoted.			
28. The details of supplies made in any consecutive 12 months during last five years which is equal to or more than 40% of the quoted quantity	Year wise proforma No. 67	•	
29. Details of type tests conducted for this material	Test report name of th		ıd
30. Deviations if any	a) Comme b) Technic		

Signature of the bidder : Date :

Seal of the firm :

SCHEDULE OF DEVIATION

TECHNICAL

SI. No.	Requirements / Equipment	Specification Clause No.	Deviations	Remarks

It is hereby conformed that except for deviations mentioned above, the offer conforms to all the other features specified in Technical Specification Section of this Bid Document

Place:	Signature of the Bidder: Date:

Name:

Business address:

SCHEDULE OF DEVIATION

COMMERCIAL

SI. No.	Requirements / Equipment	Specificatio n	Deviations	Remarks	

It is hereby conforms			•		
Section _	$_{-}$ of this	Bid Do	cument		

Place: Signature of the Bidder: Date:

Name:

Business address:

D. SCHEDULE 'A'

DEPARTURE FROM SPECIFICATION.

SI. No.	Reference to clause No. of this specification	Departures

Signature of the bidder :

Date :

Seal of the firm :

SCHEDULE 'B'

MANUFACTURER'S AND PLACES OF MANUFACTURE TESTING & INSPECTION.

SI.No.	Description	Manufacturer	Place of manufacture	Place of testing and inspection

Signature of the bidder :

Date :

Seal of the firm :

SCHEDULE 'C'

LIST OF SUPPLIES MADE SO FAR WITH FULL DETAILS OF GOODS SUPPLIED AND TO WHOM SUPPLIED

SI.No.	Details of goods supplied	To whom supplied

SCHEDULE 'D'

		001125022		
SI.No.	Equipment	Contents of	Weight kg	Dimensions
		Individual		
		packages		

SCHEDULE 'E'

SI.No	.Item No.	Description.

SCHEDULE 'F'

PERFORMANCE STATEMENT

	SI. Io.	Name and Address of authority who placed the order	Ord er No. and dat e	Name and descripti on of the material	Quantity	Value	Name and addres s of consig nee	Due date of delive ry	Actua I date of delive ry	Despatch -ing parti- culars
L	1	2	3	4	5	6	7	8	9	10

Note: 1. Attested copies/Notarized documents of purchase orders shall be enclosed.

2. For item No.9 of the above, Form-13 or Invoice copies (Attested/Notarized) shall be enclosed as a proof.

SIGNATURE OF THE TENDERER

SCHEDULE - G

DETAILS OF TESTING FACILITIES

S.No	Name of test	Details of testing facilities available	Remarks
1	Test of raw materials a). b).		
2	Routine tests a). b).		
3	Acceptance tests a). b).		
4	Type tests a). b).		

Name of the firm :

Name and signature of the Bidder :

Designation :

Date :

SCHEDULE - H

PROFORMA FOR ELECITING INFORMATION AND APPRAISAL OF FIRM CAPABILITY AND CAPACITY TO MAUFACTURE ITEM (S) EQUIPMENT AS PER REQUIREMENT OF TENDER **ENQUIRY**

- 1) a) i) Name of the tendering Firm.
 - ii) Complete address of the officer.
 - iii) Telegraphic address.
 - Telex number. iv)
 - Fax number. **v**)
 - b) Names of two responsible officers with designation (Managing i) Director / Partner / Chief General Manager / Works Engineer etc.,.)
 - Day on which weekly holiday is observed. ii)
 - Complete address of the works: a)
 - Telegraphic address i)
 - ii) Telephone Number (s)
 - iii) Telex number
 - iv) Fax number
 - Names of two responsible officers with designation (Managing **v**) Director / Partner / Chief General Manager / Works Engineer etc.,
 - vi) Day on which weekly holiday is observed.
 - d) Names, address and telephone numbers of the references having facilities of PT Tele phones.
 - Name Tel.No. a) i) ii) Address Tel.No.
 - Name Tel.No. b) i) ii)
 - Address Tel.No.
- 2) Year of Establishment
- 3) Construction of the Firm:
 - Private on public limited a)
 - b) Registered under the companies Act on any other Act. Give Registration No.& Date.
- 4) Financial position (Area & Value)
 - a) i) Land
 - ii) Building (Covered area & value)
 - Plant and machinery iii)
 - iv) Total drawing limit from banks
 - Annual financial turnover (duly audited for the last two years) b)
 - Latest income tax clearance certificate. C)

- 5) Manpower
 - a) Graduate Engineers.
 - b) Diploma Holders
 - c) Skilled workers
 - d) Unskilled workers
- 6) Production capacity per month of the item covered in your quotation and justification for assessment.
 - a) Details of plant machinery installed (places attach separate sheets, if necessary)
 - b) Details of raw material required
 - c) Source of raw material
 - d) Stock in hand
 - e) In case any raw materials are required to be imported, indicate arrangement of raw procurement.
 - f) Quality controls exercised in procurement of materials.
- 7) a) Details of manufacturing process
 - b) Scheme of quality controls
 - i) During manufacturing process
 - ii) At the finished stage
 - iii) Whether any record is being maintained in respect of quality controls exercised.
- 8) Details of orders executed/under execution during the last three years.
 - a) State Electricity Board/State Govt./Govt. of India & their Institution under takings.
 - b) Other important customers.
- 9) a) Whether items offered conforms to IS or any other internationally recognised standards, if so, give reference.
 - b) Whether the firm is licensed to use ISI mark or any other Govt. quality mark (copies of latest test certificates issued by Govt. laboratories/any recognised test house be attached).
- 10) Whether the firm has any ISO certificates (copy shall be enclosed)

Signature of the Authorised Signatory of the firm

Seal of the firm

Note: 1. Please attach additional sheets, where required.

2. Copies of documents attached with the proforma should be attested by the firms authorised representative with stamp mark of the firm.

SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LIMITED TIRUPATI

VENDOR DEVELOPMENT CELL

Letter No. C	GM/P&MM/SPDCL/VR/EE-	/D.No.	/2024, dt.	2024			
From The Chief Ge Dr. No. 19-13 Kesavayana APSPDCL TIRUPATI – 51	Gunta,						
To M/s.							
Dear Sir, Sub							
Ref	: Your letter No dt						
of vendors v and sent to	quested in the reference of with SPDCL of A.P. Ltd., is how the Chief General Managessue of this application.	erewith enclo	sed. The form	m may be c	duly filled in		
Note :	Please intimate the neare the distance from railway nearest railway station to	y station to the		•			

CHIEF GENERAL MANAGER/P&MM

Yours sincerely

 $G: \ \ \ CSR\ Panther\ conductor. doc$

Encl: Application form

INSTRUCTIONS

- 1. You are advised to read carefully the following instructions and also the application form completely before filling in the blanks.
- 2. The blanks in the application form should preferably be typed neatly against the space provided and where the space is found not sufficient, additional typed sheets may be attached giving reference to the item No. in the application.
- 3. The form should be signed by Proprietor/Managing Partner/Director (sitting) Commercial Manager only as the case may be who should have the authority to offer quotations and accept amendments etc., delegated by the organization management NO "For signature" are accepted.
- 4. Write your address in block letter along with your pin code no.
- 5. The bank account referred should be the same one through which the firm carries on majority of commercial transaction and may also be the bank through which the firm will have all business transactions with APSPDCL.
- 6. The name referred to in application shall have authority to carry on business transactions with APSPDCL and APSPDCL will not entertain correspondence relating to offers from any other person generally.
- 7. Please make sure the copies of certificates and documents specified in the application attested by competent authority as specified vide item (3) above are attached. This will help in quick processing of your application.
- 8. Incomplete or false information would render the vendor's application liable for rejection without assigning any reason.
- 9. Please enclose attested copies of type test certificates as per relevant IS for the material to be registered.

10. **Declaration**

"We do hereby declare that the owners of the firm have no relationship with any firm owned/promoted by any black listed firm in any power utility, and we will agree to terminate contract if information furnished in this regard is found false at a later date".

SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LIMITED TIRUPATI

FORM OF APPLICATION FOR ENLISTMENT AS APPROVED VENDOR (MANUFACTURING UNIT)

Instructions contained on the overleaf of the APSPDCL letter for the guidance of the applying vendors should be read carefully before filling in this form.

1. Name of the Firm					
2. a) Name of the material for which registration is sought					
b) Period from which the factory is under production					
3. a) i) Works	Addı	ress	Tel No.	Telex/ Fax	Grams
ii) Head Office					
iii) Branches					
D.D.No.				s D	
		•••••			
b) Name and address of Proprietor/Partners Directors of the Firm/Company					
c) Name of the sitting Director of Managing Partner Telephone No.					
d) The person competent to enter into the contract or sign important communications/ Documents which will legally bind the vendor (Authority to be furnished)					
4 a) Is your firm incorporated under the company law?					

b) Is your firm registered	
under the Indian Partnership	
Act, 1932? If so, registration	
No. and date	
c) Is your factory registered	
under the Indian Factories	
Act, 1948? If so, Registration	
No. and Date	
5. Does your firm come under	
the scope of the industries	
1	
Development and	
Regulations Act? 1951 and if	
so, give number and date of	
registration or license held	
under the Act.	
6. Please state the category	
of establishment (viz small	
scale, Medium Scale or	
Large Scale or Cottage	
industry and registered as	
such with the director of	
industries of the State. If	
registered with the Director	
of Industries, please state	
up to what period and for	
what material the registration	
has been done (please	
enclose a copy of	
registration certificate)	
7. Please confirm that the	
equipment/material for	
which registration is sought	
confirms to relevant ISS/	
Boards specifications and	
drawings.	
8. Plant and equipment	
available for manufacture of	
material for which	
registration is sought. (Full	
details to be given)	
9. Skilled manpower	
i) Production	
ii) Design and Development	
iii) Inspection	
10 a) Licensed capacity	
1	
b) Manufacturing	
capacity (installed)	
11. Last year's capacity	
utilization	
12. Production in the last	
three years (quantity and	
value year wise)	
. 3133 / 331 11130/	I

13. Product range (list of important product)	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
14. i) Testing and inspection facilities (Details to be furnished) please confirm that the facilities available are adequate to carry out the tests required under the relevant I.S.S.	
ii) Whether the products are tested to any standard specification. If so, a latest copy of test certificate any be enclosed.	
15. Indicate the major raw materials used and their sources. If obtained from Govt. are there any constraint?	
16. Name and address of your bankers stating the name in which the accounts stands	
17 a) Have you executed orders of the DISCOMS/AP TRANSCO previously for this item. If so please give full details about the execution of orders and pending orders if any.	
17. b) Similar details in respect of supply to other Electricity Boards may also be furnished	
18. Are you on the list of approved vendors of any other organizations like D.G.S. & D, Railways and other Electricity Boards? If so give details	
19 a) Did you apply for registration with the AP TRANSCO/DISCOMS before under this or any other item? if so, give details	

b) Are you already doing	
business with this AP	
TRANSCO/DISCOMS under	
some other name? If so,	
under what name?	
20. List of certificates or	
documents attached to this	
application.	
(Please state whether	
1 3	
attached or not)	
a) Power of attorney and	
copies there of	
b). Income Tax, Sales Tax,	
Turnover, Tax clearance	
certificate of applicant firm.	
c) A certificate copy of the	
partnership deed.	
d) Declaration authorizing	
Branch Managers to enter	
into contractual obligation	
e) Any other documents	
attached.	
21. Has the form been	
properly singed as required in	
para (3) of the instructions	
(State Yes or No)	
22. Are the owners/partners	
related to any employee of	
the AP TRANSCO/DISCOMS if	
so, provide full details.	
23. Latest CC Charges Bill	
with SC No and connected	
load.	
liodd.	

- 24. Organization Chart
- 25. Factory Lay out
- 26. Income Tax/GST Registration and clearance certificate.
- 27. Ownership/Partnership/ Rental Deed
- 28. Documents indicating power of attorney/Authorized Signatory Memorandum & Articles of Association.
- 29. Quality Assurance Plan.
- 30. Latest financial status.

31. **Declaration**

"We do hereby declare that the owners of the firm have no relationship with any firm owned/promoted by any black listed firm in any power utility, and we will agree to terminate contract if information furnished in this regard is found false at a later date".

SIGNATURE

Name (In Capital Letters) Designation

SECTION - VIII ACRONYMS

Reference Abbreviations	Name and Address
IEC	International Electro Technical Commission Bureau Central de la Commission Electro Technique International, Rue de verembe Geneva, Switzerland.
ISO	International Organization for Standardizations, Danish Board of standardization Aurehoegyej-12 DK-2900, Heel prup, DENMARK
ISS	Indian Standard Bureau of Indian Standards Nanak Bhavan, 9, Bahadur Shah Zafar Marg, NEW DELHI - 110 002, INDIA
CBIP	Central Board of Irrigation and Power Malcha Marg, Chankyapuri, NEW DELHI – 110 021 INDIA.
deg.C. max. accn. dB min. mm cm	degrees centigrade Maximum Acceleration decibels Minimum millimeter centimeter

CHIEF GENERAL MANAGER
P&MM
APSPDCL::TIRUPATI