

# **TENDER SPECIFICATION**

**SPMPT- 114/2024-25  
FOR**

**G.I. STAY WIRE 7/3.15MM (10SWG)**

**G.I.STAY WIRE 7/2.50MM (12SWG)**

## TABLE OF CONTENTS

<b>SECTION</b>	<b>DESCRIPTION</b>
<b>I</b>	<b>Notice inviting bids</b>
<b>II</b>	<b>Salient Features of the Bid</b> <b>Section –IIA</b> <b>Section-II B</b>
<b>III</b>	<b>Schedule of Requirements</b>
<b>IV</b>	<b>Technical</b>
<b>V</b>	<b>General Terms and Conditions</b> <b>Table of clauses</b> <b>General Terms and Conditions</b>
<b>VI</b>	<b>Qualification Requirement.</b>
<b>VII</b>	<b>Sample Forms</b> <b>1) Bid Form</b> <b>Price Schedule</b> <b>2). Bid Security Form</b> <b>3) Contract Form</b> <b>4) A. Performance Security Form</b> <b>B. Agreement to Performance Security Form</b> <b>5) Manufacturers' Authorization Form</b> <b>6) Performance Statement</b> <b>7) Details to be furnished by the Manufacturer</b> <b>8) Schedule of deviations (Technical &amp; Commercial)</b> <b>9) Vendor Development Cell</b>
<b>VIII</b>	<b>Acronyms</b>



**SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LTD.**

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

**E-Procurement**

**Tender Notice No.01/2024-25, dt:20-08-2024**

SPDC of AP Ltd., intends to procure the following materials on e-procurement platform.

The details of which are as follows:

<b>Tender Specification No.</b>	<b>Material</b>	<b>Quantity (MT.)</b>	<b>Date &amp; time of downloading tender document</b>	<b>Date &amp; time of closing bid submission</b>	<b>Technical Specification bid opening date online (Technical bid stage)</b>	<b>Price bid opening date on line (Financial bid stage)</b>
SPMPT-114 /2024-25  (a)	G.I.Stay Wire 7/3.15 mm (10SWG) Galvanized Steel Wire as per IS 2141-1979 or the latest issue (70 Kgf/Sq.mm Quality) with Galvanization confirming to IS-4826/79 (latest version) in bundles of 50Kgs each	100 MT.	From 20.02.2025 to 09.03.2025 up to 17:00 Hrs	On 10.03.2025 by 13:00 Hrs	On 10.03.2025 by 15.30Hrs	On or after 13.03.2025 by 15:30 Hrs
(b)	G.I.Stay Wire 7/2.5mm(7/12SWG) Galvanized Steel Wire as per IS 2141-1979 or the latest issue (70 Kgf/Sq.mm Quality) with Galvanization confirming to IS- 4826/1979 (latest version) in bundles of 50Kgs each	100 MT.				

All the interested bidders may visit [www.eprocurement.gov.in](http://www.eprocurement.gov.in) and [www.apspdcl.in](http://www.apspdcl.in) to view and download tender documents free-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.222

Email i.d: [cgm\\_pmm@apspdcl.in](mailto:cgm_pmm@apspdcl.in)

**CHIEF GENERAL MANAGER  
P&MM:APSPDCL:TIRUPATI**

**ONLINEVERSION****Tender Notice No : SPMPT-114/2024-25**

<b>Notice Inviting Tender Details</b>		
<b>S.No</b>	<b>Description</b>	
1	Department Name	SPDC of AP Ltd.
2	Office	Purchases & Material Management Wing, Corporate Office, SPDC of AP Ltd
3	Tender Number	SPMPT-114/2024-25
4	Tender Subject	G.I.Stay wire 7/3.15mm ( 10SWG) & G.I.Stay Wire 7/2.50MM (12 SWG)
5	Delivery Schedule	The delivery of materials shall commence within 30 days from the date of P.O. and shall supply <b>G.I.Stay wire 7/3.15mm ( 10SWG) -50MT. &amp; G.I.Stay Wire 7/2.5MM (12SWG)-50MT. per month</b> (or) as per APSPDCL requirement
6	Tender Type	Open
7	Tender Category	NA
8	Bid Security (INR)	<b>Bidder shall furnish bid security amount against total Ex-Works of quoted value against the bid as shown below.</b> 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.
9	Bid Security Payable to	Through ap.e-procurement (online ) only
10	Processing Fee(INR)	Nil
11	Transaction Fee	As per ape-procurement portal <b>Corpus Fund: Successful bidder must pay an amount of 0.04% on quoted value through online infavour of Managing Director, APTS, Vijayawada towards corpus fund at the time of concluding agreement.</b>
12	Transaction Fee Payable to	M/s.APTS, Vijayawada
13	Schedule Sale opening date	20-02-2025
14	Schedule Sale closing Date	09-03-2025 by 17:00Hrs.
15	Bid Submission Closing Date & time	10-03-2025 by 13:00Hrs.
16	Bid submission	On line( <b>F&amp;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.</b> )
17	Pre-Qualification& Technical Bid Opening Date (Qualification and Eligibility Stage and Technical Bid Stage)	10-03-2025 by 15:30Hrs.
18	Price Bid Opening Date (Financial Bid Stage)	On or after 13-03-2025 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
23	Eligibility Criteria	As per Section VI
24	Procedure for Bid Submission	

		<p><b>Bids shall be submitted online on <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> platform</b></p> <ol style="list-style-type: none"> <li>1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a>.</li> <li>2. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates.</li> <li>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.</li> <li>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: <ol style="list-style-type: none"> <li>a) Processing Fee</li> <li>b) Bid Security should be online only</li> <li>c) " Latest Sales Tax Clearance Certificate"</li> <li>d) Details of previous supplies as per tender document</li> <li>e) Copies of previous supply orders in support of above.</li> <li>f) Turnover certificate issued by Auditor and reports on financial standing of the bidder such as profit &amp; loss statement, balance sheet and auditors report for the past 5 years etc.,</li> <li>g) Duly filled and signed proforma as per Format IIIA.</li> <li>h) Transaction fee payable to M/s. APTS, Vijayawada</li> </ol> </li> <li>5. The rates should be quoted online only</li> </ol>
25	Rights reserved with the Department	<ol style="list-style-type: none"> <li>6. <ol style="list-style-type: none"> <li>a. The bidders should upload the documents in PDF format only; otherwise they are liable for rejection</li> <li>b. After uploading the documents the copies of the uploaded statement, certificates, documents, in respect of processing fee except the Price bid/offer/break-up of taxes) are to be submitted by the bidder to the Chief General Manager/ P&amp;MM /APSPDCL so as to reach before the date and time of opening of the technical bid.</li> <li>c. 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.</li> <li>d. The Department shall not hold any risk on account of postal delay.</li> <li>e. 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.</li> </ol> </li> <li>7. The department will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.</li> <li>8. The Documents that are uploaded online on e market place will only be considered for Technical Bid Evaluation.</li> <li><b>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</b></li> </ol>

		<p>10. Important Notice to Contractors, Suppliers and Department users</p> <p>(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.</p> <p>11. 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.</p>
26	General Terms and Conditions	As per tender documents.

**CHIEF GENERAL MANAGER  
P&MM:APSPDCL:TIRUPATI**

**SECTION - IIA**  
**SALIENT FEATURES OF THE BID**

**SUPERSCRPTION ON THE TENDER COVER**

Specification No : SPMPT-114/2024-25

Material : G.I.Stay wire 7/3.15mm ( 10SWG) & G.I.Stay Wire 7/2.50MM( 12 SWG)

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) 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 GCC and Technical specification.

**CHIEF GENERAL MANAGER  
P&MM:APSPDCL:TIRUPATI**



**Section - IIB**

**The Following information shall be furnished by the bidder for technically qualifying**

Sl.No.	SPDCL Requirements	To be furnished by the bidder		
1	Bid Security	Through ap.eprocurement (online) only		
2	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) a) 2019-20 b) 2020-21 c) 2021-22 d) 2022-23 e) 2023-24		
3	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	2019-20	To	2023-24
4	Delivery schedule: Commencement of supplies and (Monthly Delivery of materials shall be furnished)	The delivery of materials shall commence within 30 days from the date of P.O. and shall supply <b>G.I.Stay wire 7/3.15mm ( 10SWG) - 50MT. &amp; G.I.Stay Wire 7/2.5MM (12 SWG)-50MT. per month</b> (or) as per APSPDCL requirement		
5.	Type tests: Latest type test (Not later than 10 years from the date of opening of technical bid) specified as in section –IV item No.6 and Guaranteed Technical particulars as per item 9. of section –IV shall be furnished			
6.	APSPDCL payment terms	Accepted / Not accepted (Delete any one )		
7.	Tax clearance	Furnished / Not furnished (Delete any one)		
8.	Validity as per APSPDCL conditions	Accepted / Not accepted (Delete any one )		

**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 SPMP No.114/2024-25**

S.No	Description	Qty. in MT	Destination
(a)	G.I.Stay Wire 7/3.15 mm (10SWG) Galvanized Steel Wire as per IS 2141-1979 or the latest issue (70 Kgf/Sq.mm Quality) with Galvanization confirming to IS-4826/79 (latest version) in bundles of 50Kgs each	100MT.	Gudur Chittoor Kadapa Ananthapur Kurnool
(b)	G.I.Stay Wire 7/2.5mm(7/12SWG) Galvanized Steel Wire as per IS 2141-1979 or the latest issue (70 Kgf/Sq.mm Quality) with Galvanization confirming to IS-4826/1979 (latest version) in bundles of 50Kgs each	100MT.	

**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 and shall supply **G.I.Stay wire 7/3.15mm ( 10SWG) -50MT. & G.I.Stay Wire 7/2.5MM (12 SWG)-50MT. per month** (or) as per APSPDCL requirement.
3. 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.
4. **Prices are Firm.**
5. Unloading charges at destination stores shall be to SPDCL account only.

**CHIEF GENERAL MANAGER  
P&MM: APSPDCL: TIRUPATI**

**SECTION – IV**  
**TECHNICAL SPECIFICATION No. SPMPT – 114/2024-25**  
**G.I.Stay Wire 7/3.15 mm (10SWG) Galvanized Steel Wire**

**1. SCOPE :** This specification provides for the manufacture, testing before dispatch, supply and delivery of galvanized stranded steel wire.

**2. STANDARDS :** The G.I. Wires shall comply with IS : 2141 – 1979 with latest amendment unless otherwise modified in this specification. The galvanization shall be as per IS: 4826-79 or latest version.

**3. Materials :** The wire shall be drawn from steel made by the open hearth basis oxygen or electric furnace process and of such quality that when drawn to the size of wire specified and coated with zinc, the finished strand and the individual wire shall be of uniform quality and have the properties and characteristics as specified in this specification. The wires shall not contain sulphur and phosphorous exceeding 0.060 percent each.

3.1. The wires shall be coated with zinc of grade ZN 98 (IS : 209-1966).

3.2. The wires shall be circular and shall be free from scale, irregularities imperfection, split surface flaws, rough jagged and imperfedges.

The zinc coating shall be smooth even and bright.

3.3. Joints shall be permitted in the individual wires during stranding but finished strands, these stranding joints shall not be less than 15 meters apart in finished strands.

**4. Construction:**

4.1 The wires shall be of grade A having minimum tensile strength of 70 Kgf/mm<sup>2</sup>.

4.2. The constructional details shall be as specified in table given below. The galvanized stay strand shall be of 7 (seven) wires and the wires shall be so stranded together that when an evenly distributed pull is applied at the ends of the completed wire, each strand will take an equal share of the pull.

No. of wires	Single wire before stranding				Strand		
	Diameter	Tolerance	Min elongation	Min. breaking load Kn/Sq. mm	Length of lay	Minimum breaking load KN/Sq.mm	Outer dia in mm
7	3.15	+ 2.5 with a minimum of 0.025mm	6	5.46	12 to 18 times the strand diameter	34	9.45

**5. Sampling Criteria :**

Sampling Criteria and the tests shall be in accordance with IS : 2141-1979.

**6. Tests and Test Certificates :**

6.1. Tests on wires before manufacture

- i) Ductility test in accordance with IS – 1755
- ii) Measurement of diameter

## 6.2. Tests on completed strand:

- i) Tensile and elongation tests as per IS:2141
- ii) Chemical analysis of sample from each lot.
- iii) Coating test.

The uniformity of zinc coating shall be tested by the method specified IS: 2633-1964. The wire shall withstand the number dips as specified in IS : 4826 – 1968 as indicated below.

Weight of Coating and number of DIPS heavily – coated wire

Nominal diameter of Galvanized wire (mm)	Hard weight of coating g/sq.mm	No. of dips 1 Min. ½ Min.
3.15	250	3

Hard: Galvanized after drawing, without annealing.

The test shall be carried out as per IS before dispatch and the test results shall be furnished for approval.

## 7. GENERAL

### 7.1. Weight of coil

The wires shall be supplied in 50 Kgs. Coils.

### 7.2. Marking

Each coil shall be provided with a label fixed firmly on the inner part of the coil bearing the following information.

- a) Manufacturer's Name or trade mark.
  - b) Lot number & coil number.
  - c) Size
  - d) Construction.
  - e) Tensile designation
  - f) Lay
  - g) Coating
  - h) Length
  - i) Mass
  - j) Contract No.
- 
- a) ISI Certification No. if any
  - b) Identification mark APSPDCL purchase order

The above shall be legibly stamped upon a metallic tape securely attached to the coil.

**8. Packing:** Each coil shall be wrapped in hessian and packed as per manufacturer practice.

## 9. Schedule of requirement, desired delivery and prices:

10. The schedule requirement and desired delivery are indicated the section – III.

## 11. TESTS AND TEST CERTIFICATES:

i) As soon as the material is get ready for dispatch, the material is to be offered for inspection by Registered Post and the tests as per the standards are to be carried out in the presence of APSPDCL representative at your cost and test certificates shall be got approved by this office.

ii) **Latest type test certificates conducted at any recognized laboratory having NABL accreditation (Not later than 10 years)** are to be enclosed along with the tender. The tenders received without type test certificates are liable for rejection.

## **12. GUARANTEED TECHNICAL PARTICULARS**

The Technical Particulars as per the IS shall be guaranteed and statement of Guaranteed Technical Particulars shall be furnished along with the tender.

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

**14. APSPDCL reserves the right to send the material for testing at any NABL Laboratory after receipt of the material at stores or after commissioning the material in the field within the guarantee period. This testing charges shall be borne by the supplier. If the material failed in the testing the entire lot will be rejected**

**15. "Any bidder/company blacklisted by any Power utility will be disqualified".**

**CHIEF GENERAL MANAGER  
P&MM:APSPDCL, TIRUPATI**

**SECTION – IV**  
**TECHNICAL SPECIFICATION No. SPMPT –114/2024-25**  
**G.I. Stay wire 7/2.5 mm (7/12SWG) Galvanized Steel Wire**

**1. SCOPE :** This specification provides for the manufacture, testing before dispatch, supply and delivery of galvanized stranded steel wire.

**2. STANDARDS :** The G.I. Wires shall comply with IS : 2141 – 1979 with latest amendment unless otherwise modified in this specification. The galvanization shall be as per IS: 4826-1979 or latest version.

**3. Materials :** The wire shall be drawn from steel made by the open hearth basis oxygen or electric furnace process and of such quality that when drawn to the size of wire specified and coated with zinc, the finished strand and the individual wire shall be of uniform quality and have the properties and characteristics as specified in this specification. The wires shall not contain sulphur and phosphorous exceeding 0.060 percent each.

3.1. The wires shall be coated with zinc of grade ZN 98 (IS : 209-1966).

3.2. The wires shall be circular and shall be free from scale, irregularities imperfection, split surface flaws, rough jagged and imperfedges.

The zinc coating shall be smooth even and bright.

3.3. Joints shall be permitted in the individual wires during stranding but finished strands, these stranding joints shall not be less than 15 meters apart in finished strands.

**4. Construction:**

4.1 The wires shall be of grade A having minimum tensile strength of 70 Kg/mm<sup>2</sup>.

4.2. The constructional details shall be as specified in table given below. The galvanized stay strand shall be of 7 (seven) wires and the wires shall be so stranded together that when an evenly distributed pull is applied at the ends of the completed wire, each strand will take an equal share of the pull.

No. of wires	Single wire before stranding				Strand		
	Diameter	Tolerance	Min elongation	Min. breakin g load Kn/Sq. mm	Length of lay	Minimum breaking load KN/Sq.mm	Outer dia in mm
7	2.50	+ 2.5 with a minimum of 0.025mm	6	3.44	12 to 18 times the strand diameter	21.4	7.50

**5. Sampling Criteria:**

Sampling Criteria and the tests shall be in accordance with IS : 2141-1979.

## 6. Tests and Test Certificates:

### 6.1. Tests on wires before manufacture

- iii) Ductility test in accordance with IS – 1755
- iv) Measurement of diameter

### 6.2. Tests on completed strand:

- iv) Tensile and elongation tests as per IS:2141
- v) Chemical analysis of sample from each lot.
- vi) Coating test.

The uniformity of zinc coating shall be tested by the method specified IS: 2633-1964. The wire shall withstand the number dips as specified in IS : 4826 – 1979 as indicated below.

Weight of Coating and number of DIPS heavily – coated wire

Nominal diameter of Galvanized wire (mm)	Hard weight of coating g/sq.mm	No. of dips 1 Min. ½ Min.
2.5	230	2

Hard: Galvanized after drawing, without annealing.

The test shall be carried out as per IS before dispatch and the test results shall be furnished for approval.

## 7. GENERAL

### 7.1. Weight of coil

The wires shall be supplied in 50 Kgs. Coils.

### 7.2. Marking

Each coil shall be provided with a label fixed firmly on the inner part of the coil bearing the following information.

- a) Manufacturer's Name or trade mark.
  - b) Lot number & coil number.
  - c) Size
  - d) Construction.
  - e) Tensile designation
  - f) Lay
  - g) Coating
  - h) Length
  - i) Mass
  - j) Contract No.
- 
- c) ISI Certification No. if any
  - d) Identification mark APSPDCL purchase order

The above shall be legibly stamped upon a metallic tape securely attached to the coil.

**8. Packing:** Each coil shall be wrapped in hessian and packed as per manufacturer practice.

**9. Schedule of requirement, desired delivery and prices:**

10. The schedule requirement and desired delivery are indicated the section – III.

**11. TESTS AND TEST CERTIFICATES:**

i) As soon as the material is get ready for dispatch, the material is to be offered for inspection by Registered Post and the tests as per the standards are to be carried out in the presence of APSPDCL representative at your cost and test certificates shall be got approved by this office.

ii) **Latest type test certificates conducted at any recognized laboratory having NABL accreditation (Not later than 10 years)** are to be enclosed along with the tender. The tenders received without type test certificates are liable for rejection.

**12. GUARANTEED TECHNICAL PARTICULARS**

The Technical Particulars as per the IS shall be guaranteed and statement of Guaranteed Technical Particulars shall be furnished along with the tender.

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

**14. APSPDCL reserves the right to send the material for testing at any NABL Laboratory after receipt of the material at stores or after commissioning the material in the field within the guarantee period. This testing charges shall be borne by the supplier. If the material failed in the testing the entire lot will be rejected**

**15. "Any bidder/company blacklisted by any Power utility will be disqualified".**

**CHIEF GENERAL MANAGER  
P&MM:APSPDCL, TIRUPATI**



**SECTION-V**  
**General Terms and conditions**  
**TABLE OF CLAUSES**

Sl. No.	Description
<b>A.</b>	<b>Introduction</b>
	1. Definitions
	2. Applicability
	3. (a) Standards
	(b) Interchangeability
	4. Scope of Work
	5. Eligible Bidders
<b>B.</b>	<b>The Bidding Documents</b>
	6. Contents of Bidding Document
	7. Clarification of Bidding Documents
	8. Amendment to Bidding Documents
<b>C.</b>	<b>Preparation of Bids</b>
	9. Language of the Bid
	10. Cost Associated with Bidding
	11. Documents constituting the Bid
	12. Bid Form
	13. Bid Prices
	14. Variable Prices and Price Variation Basis
	15. Taxes & Duties
	16. Statutory Variations
	17. Bid Currencies
	18. Quantity to Quote
	19. Documents establishing Bidders eligibility and Qualification
	20. Bid Security
	21. Period of validity of Bids
	22. Tax clearance certificate
	23. Service conditions
	24. Format and signing of Bids
<b>D.</b>	Submission of Bids
	<b><u>25. Sealing and Marking of Bids</u></b>
	<b><u>26. Deadline for submission of Bids</u></b>
	<b><u>27. Late Bids</u></b>
<b>E.</b>	<u>Opening and Evaluation of Bids</u>
	<b><u>28. Opening of Bids by the purchaser</u></b>
	<b><u>29. Clarification of Bids</u></b>

	<b><u>30. Preliminary Examination</u></b>
	<b><u>31. Evaluation and Comparison of Bids</u></b>
	<b><u>32. Contacting the purchaser</u></b>
<b>F.</b>	<b>Award of Contract</b>
	<b><u>33. Post Qualification</u></b>
	<b><u>34. Award Criteria</u></b>
	<b><u>35. Purchaser's Right to Vary Quantities at the Time of Award</u></b>
	<b><u>36. Purchaser's Right to accept any Bid &amp; to reject any or all bids</u></b>
	<b><u>37. Notification of Award</u></b>
	<b><u>38. Signing of Contract</u></b>
	<b><u>39. Performance Security</u></b>
	<b><u>40. Corrupt or Fraudulent Practices</u></b>
	<b><u>41. Use of Contract Documents and Information</u></b>
	<b><u>42. Patent Rights</u></b>
	<b><u>43. Places of Locations</u></b>
	<b><u>44. Delivery</u></b>
	<b><u>45. Inspection and Test</u></b>
	<b><u>46. Name Plate</u></b>
	<b><u>47. Packing</u></b>
	<b><u>48. Delivery Documents</u></b>
	<b><u>49. Insurance</u></b>
	<b><u>50. Transportation</u></b>
	<b><u>51. Incidental Services</u></b>
	<b><u>52. Spare Parts</u></b>
	<b><u>53. Warranty</u></b>
	<b><u>54. Payment</u></b>
	<b><u>55. Prices</u></b>
	<b><u>56. Change Orders</u></b>
	<b><u>57. Contract Amendments</u></b>
	<b><u>58. Assignment</u></b>
	<b><u>59. Delays in Supplier's Performance</u></b>
	<b><u>60. Penalty for delayed supplies</u></b>
	<b><u>61. Termination for Default</u></b>
	<b><u>62. Termination for Insolvency</u></b>
	<b><u>63. Termination for Convenience</u></b>
	<b><u>64. Force Majeure</u></b>
	65. SETTLEMENT OF DISPUTES
	<b><u>66. Jurisdiction</u></b>
	<b><u>67. Notices</u></b>
	<b><u>68. Foreign Exchange</u></b>

## **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:

(a) Maximum ambient air temperature (in shade)	45 <sup>0</sup> C
(b) Maximum ambient air temperature (under sun)	50 <sup>0</sup> C
(c) Maximum daily average ambient air temperature	35 <sup>0</sup> C
(d) Maximum yearly average ambient air temperature	30 <sup>0</sup> 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
(l) Maximum wind pressure	150 kg/Sq. M.

- 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.
- 24.4. The Successful bidder shall invariably pay the requisite Corpus Fund to APTS, Vijayawada within one week from the date of issue of Purchase Order. In case 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.

#### **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 clause  
....YES/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 Kilotres (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.
  - 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.
  - Where there is a discrepancy between words and figures, the amount in words will prevail.
  - If there is a discrepancy between the soft copy and the hard copy, the hard copy will prevail.
  - If the bidder does not attest any overwriting in the price column such Bids will be rejected.
  - 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.

34.2 The Successful bidder shall invariably pay the requisite Corpus Fund to APTS, Vijayawada within one week from the date of issue of Purchase Order. In case 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.

### **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.

- i) 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 detriment 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

person will be made in confidence and will extend only 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 on-site, 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 its delay in performance or other failure to perform its obligations under the Contract 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 act 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.

**CHIEF GENERAL MANAGER/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.

**At least 20% of similar material** offered against this specification should be in successful operation, **since 2 years as on the date of opening of the bid (Performance Certificate shall be enclosed)**

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.

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:
  - i. 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 non-responsive.

“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
- b. 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-V (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**

**1. BID FORM AND PRICE SCHEDULES**

Date. ....

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.  
..... (Description of Materials / equipment) in conformity with the said bidding documents for the sum of. .... (total bid amount in words and in figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

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 this. ....day of. ....20

\_\_\_\_\_

*[Signature]*

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

**PRICE SCHEDULE**

Sl. 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		Excise Duty	Sales Tax	Any other tax / duties (Specify)	Unit Price	Discount if any	Total Price (Rs.)	Remarks
Ex-Works price per unit	Packing & Forwarding Freight and Insurance							
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. ....(name and /or description of the Materials / equipment) (hereinafter called "the Bid").

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 this \_\_\_\_day of \_\_\_\_\_20 .

THE CONDITIONS of this obligation are:

1. 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
2. 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.

.....  
(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 of. .... 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:

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

**TOTAL VALUE: (Rupees \_\_\_\_\_ only) DELIVERY**

**SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

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. ....

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

**4 (a). PERFORMANCE SECURITY FORM**

To: \_\_\_\_\_(Name of Purchaser)

**WHEREAS**.....(Name of Supplier)  
(hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.....dated.....20 to supply. ....(Description of Materials / equipment and Services)  
(hereinafter called "the Contract").

**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. .... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the. ... day of. .... 20.

Signature and Seal of Guarantors

.....

Date. ....20.

.....

.....

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

Whereas the Southern Power Distribution Company of A.P. Limited hereinafter called "The APSPDCL" has afforded a facility to persons whose tenders are accepted for the supply of materials for furnishing Performance guarantee deposit to the extent of 10% of the value of orders on the supplies, in the shape Bank guarantee for the satisfactory fulfillment of the terms and conditions of purchase order to enable supplier to draw payment for 100% value of supplies. Whereas we ..... (Co's Name and full address) hereinafter called the supplier intend to avail the said facility and do hereby furnish the fixed deposit of Rs. .... (Rupees ..... only) in the shape of Bank guarantee of the ..... (Bankers name and full address) issued by .....Bank Ltd, for Purchase order No. .... dt:

#### **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**

No. \_\_\_\_\_ dated

To

Dear Sir,

SPECIFICATION No.

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ (name & descriptions of Materials / equipment offered) having factories at \_\_\_\_\_ (address of factory) do hereby authorize M/s. (Name and address of Agent) to submit a bid, and sign the contract with you for the above Materials / equipment manufactured by us against the above Specification No..

No Company or firm or individual other than M/s. \_\_\_\_\_ are authorized to bid, and conclude the contract in regard to this business against this specific Specification No..

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions Contract for the Materials / equipment and services offered by the above firm against this Specification No..

Yours faithfully,

(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 Firm \_\_\_\_\_

Order placed by (full address of purchaser)	Order No. and Date	Description and quantity of ordered equipment	Date of Completion of Delivery	
			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

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 details)	:	
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 is equal to or more than 100% value of the materials quoted.		<u>Period</u> From      To                  Turnover
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 details as per the proforma shown in page No. 67
29. Details of type tests conducted for this material	:	Test report No. & Date and name of the test lab.
30. Deviations if any	:	a) Commercial b) Technical

Signature of the bidder     :  
Date                                     :  
Seal of the firm                     :



**SCHEDULE OF DEVIATION**

**TECHNICAL**

<b>Sl. No.</b>	<b>Requirements /</b>	<b>Specification Clause No.</b>	<b>Deviations</b>	<b>Remarks</b>

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**

<b>Sl. No.</b>	<b>Requirements /</b>	<b>Specification Clause No.</b>	<b>Deviations</b>	<b>Remarks</b>

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

Place:

Signature of the Bidder: Date:

Name:

Business address:

**A. SCHEDULE 'A'**

**DEPARTURE FROM SPECIFICATION.**

Sl. 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.**

Sl.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**

Sl.No.	Details of goods supplied	To whom supplied

**SCHEDULE 'D'**

Sl.No.	Equipment	Contents of Individual packages	Weight kg	Dimensions

**SCHEDULE 'E'**

Sl.No	.Item No.	Description.

**SCHEDULE 'F'****PERFORMANCE STATEMENT**

Sl. No.	Name and Address of authority who placed the order	Order No. and date	Name and description of the material	Quantity	Value	Name and address of consignee	Due date of delivery	Actual date of delivery	Dispatching particulars
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.
    - iv) Telex number.
    - v) Fax number.
  - b)
    - i) Names of two responsible officers with designation (Managing Director / Partner / Chief General Manager / Works Engineer etc.,.)
    - ii) Day on which weekly holiday is observed.
  - a) Complete address of the works :
    - i) Telegraphic address
    - ii) Telephone Number (s)
    - iii) Telex number
    - iv) Fax number
    - v) Names of two responsible officers with designation (Managing 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.
    - a) 

i)	Name	Tel.No.
ii)	Address	Tel.No.
    - b) 

i)	Name	Tel.No.
ii)	Address	Tel.No.
- 2) Year of Establishment
- 3) Construction of the Firm :
  - a) Private on public limited
  - 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)
    - iii) Plant and machinery
    - iv) Total drawing limit from banks
  - b) Annual financial turnover (duly audited for the last two years)
  - c) Latest income tax clearance certificate.

- 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. CGM/P&MM/SPDCL/VR/EE- /D.No. /2024, dt. – -2024

From  
The Chief General Manager/P&MM  
Dr. No. 19-13-65/A,  
Kesavayana Gunta,  
APSPDCL  
TIRUPATI – 517 501

To  
M/s.

Dear Sir,

Sub :Registration – Registration of Vendors with APSPDCL for supply  
of.....  
.....  
Ref :Your letter No. ....  
dt. ....

\* \* \*

As requested in the reference cited, necessary application form for registration of vendors with SPDCL of A.P. Ltd., is herewith enclosed. The form may be duly filled in and sent to the Chief General Manager/P&MM/ SPDCL/ Tirupati within 30 days from the date of issue of this application .

Note : Please intimate the nearest railway station for the halt of express train and the distance from railway station to the factory or the bus route from the nearest railway station to the factory.

Yours faithfully

**CHIEF GENERAL MANAGER/P&MM**

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)	Address	Tel No.	Telex/ Fax	Grams
i) Works				
ii) Head Office				
iii) Branches				
D.D.No. ....	Date ..... For Rs..... Drawn on (Bank) ..... ..... .....			
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 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 b) Manufacturing capacity (installed)	
11. Last year's capacity utilization	
12. Production in the last three years (quantity and value year wise)	

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 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 signed 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.	

<p>24. Organization Chart</p> <p>25. Factory Lay out</p> <p>26. Income Tax/GST Registration and clearance certificate.</p> <p>27. Ownership/Partnership/ Rental Deed</p> <p>28. Documents indicating power of attorney/Authorized Signatory – Memorandum &amp; Articles of Association.</p> <p>29. Quality Assurance Plan.</p> <p>30. Latest financial status.</p> <p>31. <b>Declaration</b>          “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”.</p>	
---	--

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 Aurehoegyvej-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.	degrees centigrade
max.	Maximum
accn.	Acceleration
dB	decibels
min.	Minimum
mm	millimeter
cm	centimeter

**CHIEF GENERAL MANAGER  
P&MM: APSPDCL::TIRUPATI**