



***Southern Power AP***

**TENDER SPECIFICATION**

**CGM/PROJECTS&IT/APSPDCL/TPT/SIP- 11/2024-25**

**Supply, installation, commissioning and testing of  
3phase, 500KVA Diesel Generator set in place of old  
500KVA DG set with buyback & Supply and fixing of  
genset controller suitable to the existing in synch control  
panel for load sharing at Data center, Corporate office,  
APSPDCL, Tirupati**

The Chief General Manager/ Projects&IT  
SPDC of A.P. Ltd., 19-13-65/A  
Near Srinivasa Kalyanamandapams,  
Tiruchanur Road  
Tirupati-517 503

Phones: 8332999180  
9440811900

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

APSPDCL, 19-13-765/A, Kesavayanagunta, Tirupati – 517503

**INVITATION FOR BIDS (IFB)**

**BID NO. CGM/PROJECTS&IT/APSPDCL/TPT/SIP-11/2024-25**

1. SPDCCL of AP Ltd., intends to procure the following material and commissioning e-procurement platform. The details of which are as follows:
2. Brief description of “the works” is as follows

Tender Specification No.	Name of the work	Qty	Date & time of downloading tender document	Date & time of closing bid submission	Technical bid opening date online (Technical bid stage)	Price bid opening date on line (Financial bid stage)
SIP- 11 /2024- 25	Supply & installation, commissioning and testing of 3Phase, 500KVA Diesel Generator set in place of old 500KVA DG set with buyback & Supply and fixing of genset controller suitable to the existing in synch control panel for load sharing at Data center, Corporate office, APSPDCL, Tirupati	1no	From 29-10-2024 @ 23:00Hrs To 20-11-2024 up to 12:00 Hrs	20-11-2024 by 15:00 Hrs	On 20-11-2024 after 16:00 Hrs	On or after 25-11-2024 after 12:00 Hrs

3. All the interested bidders may visit [www.apecurement.gov.in](http://www.apecurement.gov.in) and [www.apspdcl.in](http://www.apspdcl.in) to view and download tender documents free-of-cost.
4. 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.
5. ELIGIBILITY AND QUALIFICATION OF INTENDED BIDDERS

- a. The bidder should be a manufacturer/an authorized dealer of Diesel generator’s OEM, who should have supplied, installed, tested and commissioned atleast 5nos. of DG set of 500KVA or higher rating within last FIVE years supplied to power utilities/Industries/Data centers/any other Limited companies. The bidder should furnish documentary evidence of

supply of DGs to the above units. (Form-13/acknowledged delivery challans/  
order completion certificate).

- b. At least (2) two nos. diesel generator sets of 500KVA or higher capacity must have been in satisfactory operation for at least one year within the last three (3) years as of the bid opening date. (Performance certificate shall be enclosed)

6. BID PRICE

- a. Bidder shall furnish bid security for an amount of Rs.70,000/- against the bid by online payment through aprocurement or in the form of bank guarantee.
- b. APSPDCL reserves the right to cancel/withdraw the IFB without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of APSPDCL consequently.
- c. Alternative Bids will not be considered.

CHIEF GENERAL MANAGER,  
Projects & IT,  
APSPDCL:TIRUPATI

**Tender Specification No : CGM/PROJECTS&IT/APSPDCL/TPT/SIP-11/2024-25**

Notice Inviting Tender Details		
S.No	Description	
1	Department Name	Southern Power Distribution Company of A.P. Ltd., (APSPDCL)
2	Office	Chief General Manager, Projects & IT, Corporate Office, APSPDCL, Tirupati.
3	Tender Number	SIP -11/2024-25
4	Tender Subject	Supply, installation, commissioning and testing of 3Phase 500KVA Diesel Generator set in place of old 500KVA DG set with buyback & Supply and fixing of genset controller suitable to the existing in synch control panel for load sharing at Data center, Corporate office, APSPDCL, Tirupati
5	Delivery Schedule and work execution	Supply, installation, commissioning and testing shall be completed within 60 days from the date of Contract for the works mentioned in the Section-III (schedule of requirements)
6	Tender Type	Open
7	Tender Category	Works
8	Bid Security (INR)	Bidder shall furnish bid security for an amount of Rs.70,000/- against the bid by online payment through aprocurement. Bid Security shall be either online payment or in the form of Bank Guarantee
9	Bid Security Payable to	Through an e-procurement Online Payment (or) BG from Nationalized/Scheduled bank. BG should reach this office before 28.10.2024 @ 16.00 Hrs.
10	Processing Fee (INR)	<u>NIL</u>
11	Transaction Fee	<u>Transaction fee:</u> All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase as levied by Govt. of India on transaction fee through online in favour of M/s.APTS, Vijayawada The amount payable at Vijayawada is nonrefundable. Corpus Fund: 0.04% on the Estimated/Quoted Value. (As per G.O.Ms.No.4, dt.17-02-2005 for collection of Corpus fund @ 0.04 % from successful bidders on e-Procurement platform through Payment Gateway) (Corpus fund @ 0.04% shall be charged from successful bidders as per G.O.Ms.No.4, dt.17-02-2005).
12	Transaction Fee Payable to	APTS, VIJAYAWADA
13	Schedule Sale opening date	29.10.2024 @23:00Hrs
14	Schedule Sale closing Date	20.11.2024 @12:00Hrs
15	Bid Submission Closing Date & time	20-11-2024 by 15:00Hrs
16	Bid submission	<b>On line through <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a></b>
17	Pre-Qualification& Technical Bid Opening Date (Qualification and	On 20-11-2024 after 16:00Hrs

	Eligibility Stage and Technical Bid Stage)	
18	Price Bid Opening Date (Financial Bid Stage)	On or after 25.11.2024 after 12:00 Hrs
19	Place of Tender Opening	O/o Chief General Manager/Projects & IT APSPDCL, 19-13-65/A, Kesavayana Gunta Tirupati – 517 503.
20	Officer Inviting Bids/ Contact Person	Chief General Manager/Projects & IT/ APSPDCL/TIRUPATI
21	Address/E-mail id	O/o Chief General Manager/Projects & IT, APSPDCL, 19-13-65/A, Kesavayana Gunta Tirupati – 517 503. <a href="mailto:cgmprojects@gmail.com">cgmprojects@gmail.com</a> <a href="mailto:cgm_proj@southernpowerap.co.in">cgm_proj@southernpowerap.co.in</a>
22	Contact Details/Telephone, Fax	Ph. No. 8332999180, 9440811900
23	Eligibility Criteria	<ol style="list-style-type: none"> <li>1. The bidder should be a manufacturer/an authorized dealer of Diesel generator's OEM, who should have supplied, installed, tested and commissioned atleast 5nos. of DG set of 500KVA or higher rating within last five years supplied to power utilities/Industries/Data center/any other Limited companies. The bidder should furnish documentary evidence of supply of DGs to the above units. (Form-13/acknowledged delivery challans/ order completion certificate).</li> <li>2. At least (2) two nos. diesel generator sets of 500KVA or higher capacity must have been in satisfactory operation for at least one year within the last three (3) years as of the bid opening date. (Performance certificate shall be enclosed)</li> </ol>
24	Procedure for Bid Submission	<p>Bids shall be submitted online on <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a> platform</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.apecurement.gov.in">www.apecurement.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> </ol> </li> </ol>

		<p>b) Bid Security should be furnished</p> <p>i) Online payment particulars (or)</p> <p>ii) If exempted (in case of Government firms only) give details of Bid Security Exemption</p> <p>c) “Latest GST Clearance Certificate”</p> <p>d) Details of previous supplies as per tender document</p> <p>e) Copies of previous supply orders in support of above.</p> <p>f) Reports on financial standing of the bidder such as profit and loss statement, balance sheets and auditors report for the past three years etc.,</p> <p>g) Duly filled and signed proforma as per Format IIIA.</p> <p>h) Transaction fee payable to M/s. APTS, Vijayawada</p> <p>5. The rates should be quoted in online only.</p> <p>6. Bidders are requested to verify the site condition and quote their offer accordingly so as to ensure that generator fits to the existing design and can be kept in auto synchronization mode as per the procedure and protocol for uninterrupted power supply.</p>
25	Rights reserved with the Department	<p>7.</p> <p>a. After uploading the documents the copies of the uploaded statement, certificates, documents, in respect of processing fee and Bid Security (except the Price bid/offer/break- up of taxes) are to be submitted by the bidder to the Chief General Manager/ Projects &amp;IT/APSPDCL so as to reach before the date and time of opening of the technical bid.</p> <p>b. 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.</p> <p>c. The Department shall not hold any risk on account of postal delay.</p> <p>d. 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.</p> <p>8. The department will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.</p> <p>9. The Documents that are uploaded online on e-market place will only be considered for Technical Bid Evaluation.</p> <p>10. Copies of all the uploaded statement like Previous experience, turnover details, type test reports etc. shall be notarised or attested by the gazetted officer</p> <p>11. 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 e-Procurement platform, which provides a facility to participating suppliers/ contractors to electronically pay the transaction fee online using their credit cards.</p> <p>12. 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.



## SECTION – IIA

### SALIENT FEATURES OF THE BID

#### SUPERSCRPTION ON THE TENDER COVER

Specification No : SIP – 11/2024-25  
Material : Supply, installation, commissioning and testing of 3Phase, 500KVA Diesel Generator set in place of old 500KVA DG set with buyback & Supply and fixing of genset controller suitable to the existing in synch control panel for load sharing at Data center, Corporate office, APSPDCL, Tirupati

Officer to whom the bid will be addressed: Chief General Manager/Projects & IT  
APSPDCL ::TIRUPATI

#### 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 supersedes the existing terms of GTC and Technical specification.

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**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) /Bank Guarantee		
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	(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 supply, installation and commissioning of the 500KVA DG SET and the same shall be attested by gazetted officer or notarized	2019-20	To	2023-24
4.	Type tests: Latest type test (Not later than 10 years from the date of opening of technical bid) and and Guaranteed Technical particulars as per 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 SIP -11/2024-25

S.No.	Description	Unit	Qty
1	2	3	4
<b>A</b>	<b>500 KVA DG set</b>		
1	Supply, installation, testing and commissioning of 500KVA in place of existing 500KVA Mahindra make DG-1 (as per latest CPCB Norms) duly removing and repositioning of exhaust pipe and cladding work of existing DG-2 & 3 and including MS support for exhaust pipe. (Including transport, loading and unloading charges & removal of Old DG set)	Nos.	1
2	DG set-1(Now Supplying) synchronization support with existing DG-2(500KVA) & DG-3(500KVA)	Nos.	1
<b>B</b>	<b>Exhaust system for new DG set.</b>		
1	Supply and Fixing of new 10" dia MS B class 5mm thick exhaust pipe with necessary bends and flanges along with 50 mm thick Glass wool 64 kg/m <sup>3</sup> wrapped with 26 SGW Aluminium Sheet for horizontal pipe connection upto stack vertical pipe (for DG-1).	Mtrs	15
2	Thermal Insulation of Silencer with 50 mm thick Glass wool wrapped with 24 SGW Aluminium Sheet-500 KVA DG set	Nos.	1
<b>C</b>	<b>Earthing system &amp; Power cable</b>		
1	Providing and fixing of CI. Earth pipe with 2.5mt long, 40mm dia , watering funnels, char coal and salt etc.,	Nos.	4
2	4nos. Earth strip 50 X 6mm GI flat for Body & neutral - connecting to existing strips for generator.	Mtrs	40
<b>D</b>	<b>Synch Control panel for load sharing</b>		
1	Supply and fixing of Easygen 2500P1 model of Woodward make Genset sync controller with inbuilt and output modules for DG1 for compatibility with existing panels of other DG sets.	Nos.	1
2	Supply and fixing of 24VDC Isolation SMPS Module (for DG1)	Nos.	1
3	Supply & fixing of Battery Charger Unit 230V AC Input, 24V 20A DC Output	Nos.	1
4	Supply and fixing of Governor Isolator Modules	Nos.	1
<b>E</b>	<b>Additional Warranty for two years (4th &amp; 5th year)</b>	<b>LS</b>	<b>1</b>
<b>F</b>	<b>Buyback value of existing 500KVA Mahindra make DG</b>	<b>Nos.</b>	<b>1</b>

NOTE:

1. Free at data center, Corporate Office, Tirupati 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 1-07-2017 shall be taken into account while quoting the prices. The HSN code and tax rate shall be mentioned.
2. Supply & installation, commissioning and testing shall be completed within 60 days from the date of Contract.
3. All details supported with necessary outline/detailed drawings and circuit diagram with a write up relevant to the equipment offered shall be furnished with the tender, failing which the tender will be liable for rejection.
4. The bidder should also furnish particulars/information to be furnished by the bidder enclosed to this specification. Bids not accompanied by this information are liable for rejection.
5. Firm Prices shall be quoted.

CHIEF GENERAL MANAGER  
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SECTION – IV

TECHNICAL SPECIFICATION FOR DIESEL GENERATOR

**4.1 Scope of supply and services:** Supply, installation, testing and commissioning of 500KVA DG set (as per latest CPCB Norms) with acoustic complete with AMF Control Panel for protection, metering & operation and all accessories as specified. Dismantling of existing 500KVA Mahindra make DG-1 with buyback at Data center, Corporate office, APSPDCL, Tirupati.

S.No.	Description	Unit	Qty
1	2	3	4
<b>A</b>	<b>500 KVA DG set</b>		
1	Supply, installation, testing and commissioning of 500KVA in place of existing 500KVA Mahindra make DG-1 (as per latest CPCB Norms) duly removing and repositioning of exhaust pipe and cladding work of existing DG-2 & 3 and including MS support for exhaust pipe. (Including transport, loading and unloading charges & removal of Old DG set)	Nos.	1
2	DG set-1(Now Supplying) synchronization support with existing DG-2(500KVA) & DG-3(500KVA)	Nos.	1
<b>B</b>	<b>Exhaust system for new DG set.</b>		
1	Supply and Fixing of new 10" dia MS B class 5mm thick exhaust pipe with necessary bends and flanges along with 50 mm thick Glass wool 64 kg/m <sup>3</sup> wrapped with 26 SGW Aluminum Sheet for horizontal pipe connection upto stack vertical pipe (for DG-1).	Mtrs	15
2	Thermal Insulation of Silencer with 50 mm thick Glass wool wrapped with 24 SGW Aluminium Sheet-500 KVA DG set	Nos.	1
<b>C</b>	<b>Earthing system &amp; Power cable</b>		
1	Providing and fixing of CI. Earth pipe with 2.5mt long, 40mm dia , watering funnels, char coal and salt etc.,	Nos.	4
2	4nos. Earth strip 50 X 6mm GI flat for Body & neutral - connecting to existing strips for generator.	Mtrs	40
<b>D</b>	<b>Synch Control panel for load sharing</b>		
1	Supply and fixing of Easygen 2500P1 model of Woodward make Genset sync controller with inbuilt and output modules for DG1 for Compatibility with existing panels of other DG sets.	Nos.	1
2	Supply and fixing of 24VDC Isolation SMPS Module (for DG1)	Nos.	1
3	Supply & fixing of Battery Charger Unit 230V AC Input, 24V 20A DC Output	Nos.	1
4	Supply and fixing of Governor Isolator Modules	Nos.	1
<b>E</b>	<b>Additional Warranty for two years (4th &amp; 5th year)</b>	<b>LS</b>	<b>1</b>
<b>F</b>	<b>Buyback value of existing 500KVA Mahindra make DG</b>	<b>Nos.</b>	<b>1</b>

#### 4.2 Old DG set details for buyback:

Make of DG set	Mahendra	Capacity	500KVA
Make of Engine	SDEC	Make of Alternator	Crompton Greaves
Engine Model	12V135SZLD2	Alternator Model	G1R500/43.92
Rated speed	1500RPM	DG Set Out Put	415 Volt AC, 3 phase
Stroke	155MM	Procurement Year	2011/2

#### TECHNICAL REQUIREMENT:

#### 4.3 DIESEL ENGINE:

Particulars	Value
Nominal Rated capacity in KVA	500KVA
Make	KOEL/Commins/PERKINS
Compliance of engine IS	ISO 8528-5 G2
Type of Engine Cooling	Liquid cooled.
Type of Generator	Electronic
Class of Governer	Electronic governor A1
Number of Cylinders (Nos)	6
Number of strokes (Nos)	4
Engine cubic capacity Lt	>15Lts
Rated RPM of engine (RPM)	1500
Overload capacity for 1hour for every 12hours continuous running at full load in %	10
Starting voltage	24V
Variation of frequency at constant load including no load	x
Fuel consumption @50% load with radiator and fan*(litre/hr)	To be filled by the vendor
Fuel consumption @75% load with radiator and fan*(litre/hr)	To be filled by the vendor
Fuel consumption @100% load with radiator and fan*(litre/hr)	To be filled by the vendor
Lube oil refill quantity	To be filled by the vendor
Lube oil change period	To be filled by the vendor
Coolant capacity in Lt	To be filled by the vendor
Emmission compliance	CPCB latest Standards (IV and more). The Engine shall be enclosed in an enclosure to make it work silently without any degradation in its performance.

4.4 Instrument Control Panel shall comprise the following electrical and engine parameters:

Engine Parameters	Electrical Parameters
Engine Speed,	Ph-Ph, Ph-N Voltages
Lube Oil pressure	Generator Current (R,Y,B)
Coolant temperature	Power in KVA, KW
Engine temperature	Power factor
Engine Running Hour	Frequency
Battery voltage	Genset overload protection
Running status	
Engine over/under speed	
Fuel level in Percentage	
Event Log	

Remote monitoring system to control and monitor engine is required.

#### 4.5 Generator / Alternator:

Alternator with rated output of 500 KVA for continuous operation at 1500 RPM developing 415 volts at 0.8 pf. (lag) suitable for 50 Hz, three phase, 4 wire system. The salient features of the alternator are:

Particulars	Value
AC Generator (Alternator) make	To be filled by the vendor
Rating of AC Generator (KVA)	500
Voltage	415V
Frequency	50Hz
Power Factor of AC Generator	0.8 (lag)
No of Phase	3
Current in Amps	To be filled by the vendor
Efficiency at Rated power factor at full load at 0.8 pf	To be filled by the vendor
Compliance of Alternator to IS/IEC	IS/IEC 60034-1 & IS:4722
Type of Alternator	Brushless
Voltage Regulation (%)	+/-1%
Alternator IP Rating (Enclosure) (degree of protection)	IP23
Class of Insulation	H
Excitation	Self
Maximum unbalanced load across phases	To be filled by the vendor
Synchronization enabled	To be filled by the vendor
Temperature rise in deg C	To be filled by the vendor
Type of AVR	Electronic



The generator set shall be able to withstand a 3 phase short circuit at its terminal for three (3) seconds without any injury to the machines. This shall be suitable for transient load changes and high motor starting current.

Power Generator should have protection against under voltage, over voltage, under frequency, over frequency, low battery voltage, over current, earth-fault, short circuit, phasesequence changes etc.

#### **4.6 AMF Control Panel:**

Automatic Mains Failure (AMF) control panel, where applicable, shall be able to start the Power Generator and transfer the load on to the Power Generator on mains failure without requiring any human intervention. Similarly on restoration of mains supply, it shall be able to transfer the load to mains supply and switch off the Power Generator automatically.

The Control Panels shall be free standing, floor mounted, metal clad cubicle type in construction, to form a compact assembly in dust / damp and vermin proof type, equivalent to IP-53/ IP-55. The thickness of sheet steel members shall not be less than 1.6 mm for cold rolled steel. Suitable reinforcement shall be provided, wherever necessary. The base plate shall not be less than 2 mm thickness.

- The Control Panel for the DG Sets shall house the devices for control, protection and metering of the set (Push buttons, indication lamps etc. as required, for the set), but not limited to meet the start-stop and operational requirements.
- The manufacturer shall provide all the protective devices required for the safe operation of the Diesel Generator set. This shall include the following protections as a minimum, and of approved type /make:
  - Over current relay, • Over / under voltage relay & • Over / under frequency relay

**4.7 Synchronization panel for load sharing:** Synchronization panel is already existing for the required DG set, but the following materials are to be supplied and fixing duly replacing the old items.

- \* Supply and fixing of 1No. Easygen Synch controller preferably Wood ward make Easygen 2500P1 with inbuilt and output modules (the same make is exists for DG2 and DG3) (or) Other equivalent to suite synchronization.
- \* Supply and fixing of 1no. 24VDC Isolation SMPS Module.
- \* Supply & fixing of 1no. Battery Charger Unit 230V AC Input 24V, 20A DC Output.
- \* Supply & fixing of 1no. Governor Isolator Module

#### **4.8 Starting Battery:**

Type: Lead acid, Nominal voltage: 24 V D.C.

Capacity: 2 Nos. Battery of min 180 AH or higher shall be provided with each DG Set.

Mounting: Inside the Acoustic Enclosure.

#### **4.9 Battery Charger:**

Charging System: Automatic float and boost charging

Input voltage: 1 phase 230V, 50 Hz.

Capacity: Adequate to restore the fully discharged battery to a state of full charge in 12 hours

#### **4.10 Base Frame:**

- The DG set complete with its accessories shall be mounted on a common base frame.

- In case the manufacturer recommends vibration isolators for the installation of the equipment, the same shall be included in the seller scope, in required quantities.
- AVM Pads as per engine manufacturer standard shall be provided with each DG Set.

**4.11 Sound Proof Enclosure:** This shall be made of Pre-treated and Powder coated with weather-proof paint CRCA sheet/ metal fabricated and vermin proof. The enclosure is designed for reducing the sound level less than to 75 dB (A) (average) all round in green field, as per IS: 8528 Part 10 as per approved CPCB norms.

**4.12 Acoustic enclosure :**

Acoustic Insulation: Insulated and noise reduction type, properly clamped shall be provided on all doors, roof and sides to absorb noise. Fire retardant acoustic and insulation material for better safety. Complying to IS 8183.

Door Locks and Door Hinges: Special designed Stainless steel Door Locks and door hinges ensuring for smooth operation and long life.

Residential Silencer: Absorption type non-resistance Residential Silencer insulated from inside with glass wool shall be provided to suppress exhaust noise from the engine.

**4.13 Emission Limits for DG set:**

Emissions from new diesel engines used in generator sets have been regulated by the Ministry of Environment and Forests, Government of India. The regulations impose type approval testing, production conformity testing and labeling requirements. The regulations also include a list of authorized agencies for type approval testing.

Emission Control and Exhaust after treatment system of supplied DG set shall be as per Latest PCB Norms, NGT Guidelines and Environment protection act 1986 and its latest amendments. All the Emissions from DG set shall be within the limits set by PCB and NGT under NCAP for Meeting National Ambient Air Quality Standards.

As per Environment (Protection) Act and its latest amendment Rules, The Emission and Noise limits for new diesel engine upto 800 kW for generator are revised from 1st July 2023 (Copy attached for reference), as specified in the Table 1 & Table 2 below subject to the general conditions contained therein,

Power Category, kW	NOx	HC <sup>*/**</sup>	NOx +HC <sup>*/**</sup>	CO	PM		Smoke (light absorption coefficient)	
	CI/PI	CI/PI	CI/PI	CI/PI	CI	PI	CI	PI
	g/kWh						m-1	
P ≤ 8	-	-	7.5	3.5	0.30	-	0.7	-
8 < P ≤ 19	-	-	4.7	3.5	0.30	-	0.7	-
19 < P ≤ 56	-	-	4.7	3.5	0.03	-	0.7	-
56 < P ≤ 560	0.40	0.19	-	3.5	0.02	-	0.7	-
560 < P ≤ 800	0.67	0.19	-	3.5	0.03	-	0.7	-

**TABLE 2**

**Emission limits for portable Genset up to 19 kW powered by PI engines (up to 800 cc engine displacement)**

Category Engine Displacement (cc)	CO	NOx +HC <sup>*/**</sup>
	g/kWh	
Up to 99	< 250	< 10
> 99 and up to 225	< 250	< 08
> 225 and upto 800	< 250	< 06

#### **4.14 Spares:**

The DG set shall be supplied with the following spares, which shall be handed over at the time of commissioning. No separate payment shall be made for these supplies:

- 2 sets of renewable parts of oil, fuel & air filters
- 2 Nos. fan belts.
- 5 Nos. spare fuses of each type & size used.
- 2 spare relays of each type.

**4.15 Surface treatment and painting:** The enclosure surface shall be suitably treated from degreasing, de-rusting and phosphating, high quality power coat treatment/ paint shall be used.

#### **4.16 Tests:**

At factory before Dispatch (Factory Acceptance Test): DG Set shall be tested as per requirement at factory before Dispatch. Diesel and load for testing shall be provided by the manufacturer.

At Site: DG Set shall be tested as per requirement at site.

#### **4.17 Warranty:**

- The DG set and accessories shall be warranted for satisfactory operation for a period of 36 months or completion of 5000 running hours from the date of commissioning whichever is earlier. Any defects noticed during this period shall be rectified free of cost.
- During Warranty period, Consumables like Filters, O-rings for carrying out the B-check as per OEM guidelines, shall be provided by the vendor. No separate payment will be made for the same.
- During warranty period if any spares are replaced then these spares shall also be warranted till the max warranty period of 24 months.
- In case of frequent break-down (More than 2 times) of any of the genset component is observed during the warranty period, due to the reason not attributable to APSPDCL then same shall be warranted for 12 Months from the date of installation of the component.
- The supplier shall indicate the type of records to be maintained so that the warranty claims if any are honored by the manufacturer.

#### **4.18 Documents to be submitted with the technical bid:**

Manufacturer's catalogues,

Copy of Alternator Type test reports issued in the name of Alternator Manufacturer,

Copy of type test reports for noise and emissions.

Copy of Type Approval certificate of the engine issued in the name of Engine Manufacturer,

Copy of Type Approval certificate of DG Set issued in the name of DG Set OEM ,

Copy of Conformity of production (COP) certificate of engine,

Copy of Conformity of production (COP) certificate of DG Set issued in the name of DG Set OEM ,

IP certificate for Panel  
Copy of different ISOs certificate issued in the name of DG Set OEM  
Technical catalogue of alternator and engine.

Type test report and Endurance test report for Engine as per IS: 10001 latest / IS: 10002 latest, Type test report for Alternator as per IS: 13364 (Part-1) latest / IS: 13364 (Part-2) latest to prove conformity to the specifications

#### **4.19 Drawings and documents schedule:**

Supplier shall submit a total index of drawings and documents required for approval/review/records along with the scheduled date of submission of each drawing/document within 1 week Agreement. Eight sets of the instruction manuals shall be supplied

#### **4.20 Packing:**

The materials shall be properly packed before dispatch to avoid damage during transport, storage and handling.  
Proper arrangement shall be provided to handle the equipment.

#### **4.21 Installation, erection, testing and commissioning:**

- Foundation of existing old 500 KVA DG set may be utilize with required modification if anyand modification work shall be in the scope of seller.
- The generator set, control panel, as well as the neutral of the generator shall be effectively earthed.
- The Seller shall provide 4 Nos. earthing pits complete in all respect with chamber cover, necessary connections etc. along with strip. Out of these 4 earthings, 2are for DG Set body and 2 are for neutral. All the materials / labour required for constructionof above earthing pits shall be supplied by the seller. The APSPDCL should choose earthingpit site in such a way that the earthing pits can be made within 30 metres distance from the Power Generator. Earthing pit shall be typically constructed as per prevalent standard practices .
- While installation of new DG set, the Contractor shall remove and refix the existing exhaust pipe and cladding work for existing DG-2 and DG-3.
- The exhaust pipe for new DG set have 10” dia MS B class 5 mm thick exhaust pipe with necessary bends and flanges along wth 50 mm thick Glass wool 64 kg/m3wrapped with 26 SGW Aluminium Sheet for horizontal pipe connection upto stack vertical pipe.
- Thermal Insulation: The exhaust system and noise suppressor shall be provided with thermal insulation by using fire retardant 50 mm thick Glass wool wrapped with 24 SGW Aluminium Sheet.
- The Contractor shall carry out erection, testing and commissioning of the diesel generator set with Control Panel. The DG set shall be installed on AVM pads. The complete work shall be carried out as per manufacturer’s manuals, drawings etc.

The Generator and its control panel shall be tested at site.

**4.22 Maintenance:**

- The bidder shall be required to maintain the DG Set and accessories supplied under this tender at no extra cost to the APSPDCL during Warranty Period. During this period, the contractor shall make good any defects caused due to faulty design, bad workmanship and poor quality of materials.
- Intimation regarding breakdown or the Fault will be intimated to the supplier through E-mail/Phone-call/Message by APSPDCL engineer Incharge.
- The response time for any break down call shall not be more than 24 hours of intimation.
- Repairing or Replacement time for the defects arising during warranty period shall not be more than 72 Hours of Intimation.
- During the Warranty period, the vendor shall carry out regular servicing of the unit at regular interval as recommended by the manufacturer (Minimum 2 Preventive visits in a year). Consumables other than the Lubricant and Coolant required for carrying out the B-Check shall be provided by the vendor and B-Check shall be carried out periodically.

**4.23 Other specifications:**

OEM nearest authorized service center address, contact details etc. for customer service support (Escalation Matrix) and OEM dedicated toll free number for 24x7 days to be submitted with the technical bid.

**4.24 Reference standards:**

- The design, manufacture and testing of the equipment covered by this standard shall comply with the latest issue of the following codes and other relevant Indian Standard specifications, unless specified otherwise elsewhere in the Technical Specification.
- IS 13018: 1990 - Diesel Engine for General Purpose.
- IS 13364 / IS 4722 - Rotating Electrical Machines.
- IS 1460 - Diesel Fuel consumption
- IS 8183 - Bonded mineral wool specification
- ISO standards ISO-8528 (performance class, governing class),

ISO3046 (Reciprocating internal combustion engines-Performance – Part 1: Standard reference conditions and declarations of power, fuel consumption and lubricating oil consumption.)

- The design and operation features of the equipment offered shall also comply with the provisions of latest issue of the Indian Electricity Rules, Environment (Protection) Act 1986 and other statutory requirements. The supplier shall, wherever necessary, make suitable modification in the equipment to comply with the above.

**4.25 Site visit for preparing of Bid:** It may be noted that the generator is required for Data center which is already established with a design of 3nos. 500KVA generators as back up. Bidders are requested to verify the site condition and quote their offer accordingly so as to ensure that generator

fits to the existing design and can be kept in auto synchronization mode as per the procedure and protocol for uninterrupted power supply.

Important Note: As per the instructions of Director, Ministry of Power, Govt. of India vide Lr.No.25-11/6/2018-PG, dt.2-07-2020.

- a) All equipment, components and parts imported for use in the manufacturing of above material shall be tested to check for any kind of embedded malware/Trojans/Cyber threat and for adherence to Indian standards.
- b) All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).
- c) Any import of equipment/components/Parts from “Prior reference” countries i.e., CHINA, PAKISTAN or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these “prior reference” countries will require prior permission of the Government of India.
- d) Where the equipment/components/parts are imported from “prior reference” countries, with special permission, the protocol for testing in certified & designated laboratories shall be approved by the Ministry of Power (Mop).
- e) The above shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used or any activity directly or indirectly related to power supply system.

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ANNEXURE  
GUARANTEED TECHNICAL PARTICULARS of DG SET

Description	Specification Name	Required value
Engine	Nominal Rated capacity in KVA	
	Make	
	Compliance of engine IS	
	Type of Engine Cooling	
	Type of Generator	
	Class of Govenner	
	Number of Cylinders (Nos)	
	Number of strokes (Nos)	
	Engine cubic capacity Lt	
	Rated RPM of engine (RPM)	
	Overload capacity for 1hour for every 12hours continuous running at full load in %	
	Starting voltage	
	Variation of frequency at constant load including no load	
	Fuel consumption @50% load with radiator and fan*(litre/hr)	
	Fuel consumption @75% load with radiator and fan*(litre/hr)	
	Fuel consumption @100% load with radiator and fan*(litre/hr)	
	Lube oil refill quantity	
	Lube oil change period	
	Coolant capacity in Lt	
	Emmission compliance	
Alternator	AC Generator (Alternator) make	
	Rating of AC Generator (KVA)	
	Voltage	
	Power Factor of AC Generator	
	No of Phase	
	current Amps	
	Efficiency at Rated power factor at full load at 0.8 pf	
	Compliance of Alternator to IS/IEC	
	Type of Alternator	

Description	Specification Name	Required value
	Voltage Regulation (%)	
	Alternator IP Rating (Enclosure) (degree of protection)	
	Class of Insulation	
	Excitation	
	Maximum unbalanced load across phases	
	Synchronization enabled	
	Temperature rise in deg C	
	Type of AVR	
Control Panel	IP Rating of Control Panel	
	Display section	
Acoustic Enclosure	Sheet Thickness (mm)	
	Overall Noise Level at 1 meter(dB)	
	IP Rating of Acoustic Enclosure	
Battery	Battery Capacity (Ah)	
	No.of Batteries	
L*W*H in mm	Dimensions	
Net Weight in Kg		
Fuel tank capacity		

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## A. INTRODUCTION

### 1. Definitions

1.1. In this contract, the following terms will be interpreted as indicated.

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference there in.
- 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 service 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 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 Free at Destination of the materials described at Section 'Schedule of Material of Volume-I' and 'Technical Specification Section of Volume-I'.

### 5. Eligible Bidders

Manufacturers for supply of the material/ equipment listed in Section 'Schedule of Material of Section-II' and meeting the qualification requirements described at Section-II of Bid specification only need quote. Bids received from firms not meeting the above two criteria will not be considered.

## ***B. THE BIDDING DOCUMENTS***

### **6. Contents of Bidding Document**

- 6.1. The material/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 specification
  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**

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 fax) 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.

### **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. 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 only.

### **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. Particulars of DD/pay Order towards cost of the Bid.
- ii. A Bid Form and Price schedule (only for online submission) completed in accordance with Clause No. 12 and 13.
- iii. Documentary evidence establishing in accordance with Clause No. 19 that 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 (only for online submission) 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. Bids will be called for with prices free at Data center, Tirupati (inclusive of packing and forwarding GST and other legally permissible duties and levies wherever applicable, handling charges to cover the transport by road from destination railway station to site, unloading at destination and insurance (transit and storage at site for 45 days). Unloading at Corporate office, APSPDCL, Tirupati.
- 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 on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the materials/equipment it proposes to supply under the contract.

Prices indicated on the Price Schedule will be entered separately in the following manner.

The price of the materials/ equipment quoted Ex-Works and all excise and other duties and sales 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 : –NA–**

14.1. - NA -

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, Workers welfare cess..etc., 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. If any exemptions on taxes and duties, shall furnish proof of exemption certificate.

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.

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 APSPDCL 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 APSPDCL 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 has to quote 100% of the total quantity including all auxiliaries indicated in the bid specification. Offers less than the 100% 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 bidders qualifications to perform the contract of 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 IV. In addition the Bidder may furnish full particulars regarding supply of the material in question made so far to APSPDCL 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 purpose 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. The Bidder shall furnish, as part of his Bid, for an amount of Rs.70,000/- **compulsorily**. The amount as specified in Clause 6 of IFB for this particular work.  
Any security other than the type of Bid security mentioned above will not be accepted.
- 20.2. The fact of having enclosed bid security by online receipt along with the bid.  
Bids which do not have the above superscription, will be rejected and returned to the respective bidders unopened.
- 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. This clause is deleted.
- 20.5. Payment of BID SECURITY will be waived at the discretion of the APSPDCL 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 APSPDCL will not be considered.
- 20.6. This clause is deleted.
- 20.7. Requests for exemption from payment of BID SECURITY will not be entertained in any case.
- 20.8. This clause is deleted.
- 20.9. Unsuccessful Bidder's 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 Bidders' 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, revision 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.

**21. Period of validity of Bids**

21.1. Bids will remain valid for the period of Ninety (90) 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. Bids not containing superscription of validity will be rejected and returned unopened.

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 Bids 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 for 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.	upto 1000 M
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	925 mm
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 one 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 person or persons signing the bid.

#### ***D.SUBMISSION OF BIDS***

25. Sealing and Marking of Bids. -**NA** (as the bids are inviting through online)
- 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,
- 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. \_\_\_\_\_ DD No. \_\_\_\_\_ , dt. \_\_\_\_\_
- f) Payment of Bid Security
- i) Give details : Online Payment ID No. \_\_\_\_\_ Date \_\_\_\_\_
- Name of the Bank: \_\_\_\_\_
- Amount \_\_\_\_\_
- g) Whether 90 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. Bids not super scribed as above are liable to be rejected.
- 25.5. The Bidder will invariably complete the Bid in full. Details to be furnished by the bidder and schedule of prices attached to the specification and enclose the same to the bid without fail.
- 25.6. The time of actual receipt in the office only will count for the acceptance of the bid and either the date of bid, date stamp of post office or date stamp of any other office will not count. The APSPDCL will not be responsible for any postal or any other transit delays.

- 25.7. Telegraphic quotations will not be entertained under any circumstances. Clarification, amplifications, and/or any other correspondence from the Bidder subsequent to the opening of bid will not be entertained. The Bidders are advised to ensure that their bids are sent in complete shape at the first instance itself.
- 25.8. The inner envelopes will also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 25.9. If the outer envelope is not sealed and marked as required above, the purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 26. Deadline for submission of Bids
  - 26.1. Bids together with modifications if any, or other withdrawals must be received by the Purchaser 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.
- 27. **Late Bids**
  - 27.1. Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser will be rejected and returned unopened to the Bidder.
  - 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, is received by the purchaser prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice will be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids. No bid may be modified after the deadline for submission of bids.

#### **E.OPENING AND EVALUATION OF BIDS**

- 28. **Opening of Bids by the Purchaser:**
  - 28.1. The purchaser will open all bids meeting above criteria on the date, and at the place specified.
  - 28.2. The Bidder's names, bid modifications or with-drawls, bid prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening.
  - 28.3. Bids that are not opened and read out at bid opening will not be considered further for evaluation, irrespective of the circumstances.
- 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.
- 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 the 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.
  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.
- 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 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 landed cost of the material at the final destination at Corporate office, APSPDCL, Tirupati. 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 and 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 exclusive of GST 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.
  - c) The bidders for supply and works shall invariably possess the TIN number and PAN Number for the bids above Rs. 5.00 lakhs and this must be verified before entering into contract.
- \* 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 places as well as, Transportation to Corporate office, APSPDCL, packing and forwarding, insurance and all taxes and 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 Landed Cost of the material at Corporate office, APSPDCL, Tirupati inclusive of all taxes and duties. 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.
- (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.
- 31.3. 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 type test certificates (as per Clause 4 section-IV), 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.
32. **Contacting the Purchaser:**
- 32.2 From the time of the 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 :**

- 34.1 The Purchaser will award the contract to the successful Bidder/Bidders whose bid has/have been determined to be substantially responsive to the Bidding documents. L1 bidder will be decided based on the landed price in the e-procurement duly considering F&I as inclusive of GST.
35. Purchaser's Right to vary Quantities at the time of Award : - NA-
- 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 upto 50% during the execution of the contract. -NA-
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 days (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:**

- 39.1. Within 21 days of receipt of the notification of Contract award, the successful Bidder will furnish to the purchaser the performance security for an amount of 10% of the contract value for proper fulfillment of the contract, which will include the warranty period, and completion of performance obligations including

warranty obligations. The performance security will cover 6 Months beyond the date of completion of performance obligations including warranty obligations.

- 39.2. The proceeds of the performance security will be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 39.3. The performance security will be ....
- a) A bank guarantee issued by a scheduled bank acceptable to the purchaser, in the form provided in the bidding documents. (or)
  - b) A banker's cheque or crossed DD or Pay order payable at the head quarter of the purchaser i.e., Tirupati in favour of the Purchaser i.e., AO, CPR, SPDCL, TIRUPATI drawn on any scheduled bank.
- 39.4. The performance security will be discharged by the purchaser and returned to the supplier not later than sixty (60) days after the expiry date.
- 39.5. This clause is deleted.
- 39.6. 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 any thing 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 detrimental 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 anytime 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 so 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 purpose 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 of any part thereof.

43. Places/ Locations :

- 43.1. Material have to be supplied at Corporate office, APSPDCL, Tirupati.

**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 contract. Delay in delivery of materials 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 condition 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 APSPDCL 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 APSPDCL by Regd. Post and carry out the tests in the presence of representative of the APSPDCL.
- (ii) The APSPDCL 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 APSPDCL officer is completed to the APSPDCL 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 15 days 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 alternations necessary to meet specifications requirements free of costs to the purchaser.

**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.

**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, making, 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 and rate applicable
- 3. Total quantity supplied under the contract with rates supplied.

**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 (3 copies).
- (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:**

- 49.1. The materials/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 all risks basis. The policy will have a provision for extension to cover further storage, if necessary, at the destination site at the purchaser's cost. The insurance beneficiary shall be AP Transco/ Discoms.

**50. Transportation:**

- 50.1. The Supplier is required under the Contract to transport the materials/ equipment to a specified place of destination to the Corporate Office, APSPDCL, Tirupati, 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.
- 50.2. The contractor shall make the transport arrangement at his cost for his staff and workers to the site.

**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 supplier's plant and/or on-site, in assembly, startup, 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 selection 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/Guarantee**

- 53.1. The supplier will warranty for the satisfactory functioning of the material/ equipment as per specification for a minimum period of 36 months from the date of commissioning of the equipment in good condition.
- 53.2. The Supplier warrants that the materials/equipment supplied under the 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.
- 53.3. 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 filing or plugging of defective parts will be permitted, unless otherwise specified, they will conform to the requirements of 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).
- 53.4. The entire designs and constructions 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 on or after 45 days from the date of commissioning in full shape i.e., after successful commissioning of the equipments in good condition at the destination at corporate office, APSPDCL, Tirupati 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.

54.2. No interest is payable to the contractor for any amount on any account from APSPDCL.

54.3. The 100% payment mentioned above is subject to submission of performance security as per clause 39 by the supplier.

54.4. 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.

54.5. 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.

54.6. If the supplier has received any over payments by mistake or if any amounts are due to the APSPDCL due to any other reason, when it is not possible to recover such amounts under the contract resulting out of this specification, the APSPDCL reserves the right to collect the same from any other amount and/or Bank Guarantees given by the company due to or with the APSPDCL.

54.7. 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 APSPDCL Officers, the APSPDCL 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, wharf ages or damage occurring to the consignments so dispatched.

**55. Prices:**

55.1. Prices charged by the supplier for materials/equipment delivered and service 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 purchasers, prior written consent.

**59. Delay 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 suppliers 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 for and the dates for delivery mentioned in the contract will be deemed to be the essence of the contract subject to "force majeure" clause No. 64, if the supplier failed to deliver and work any or all of the materials /equipment or to perform the services within the periods(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 cost of materials/services undelivered in time. Once the maximum is reached the purchaser may consider termination of the contract.

The actual date of receipt of materials at Corporate Office, APSPDCL, Tirupati in good condition, subject to check measurement will be taken as the date of delivery for considering penalty clause. 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 of to the nearest week and penalty calculated accordingly.

The penalty specified above will be levied and would be adjusted against subsequent pending bills.

**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 or to perform the services 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 incorrupt 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 same 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 purpose 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.
- No price variance will be allowed during the period of Force Majeure.
- 65. Settlement of Disputes:**
- 65.1. If any dispute or difference of any kind whatsoever will arise between the purchaser and the Supplier in connection with or arising out of the contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.
- 65.2. If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to

commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 65.3. Any dispute of difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause will be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the materials/ equipment under the contract.
- 65.4. Arbitration proceedings will be conducted in accordance with the following rules of procedure. The dispute resolution mechanism will be as follows :
- a) In the case of a dispute or difference arising between the purchaser and a supplier relating to any matter arising out of or connected with this agreement, such dispute or difference will be settled in accordance with the Arbitration and Conciliation Act. 1996. The Arbitral Tribunal will consist of three Arbitrators one each to be appointed by the Purchaser and the supplier the Third Arbitrator will be chosen by the two arbitrators so appointed by the parties and will acts as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator will be appointed by The Institution of Engineers (India).
  - b) If one of the Parties fails to appoint its Arbitrator in pursuance of Sub-Clause (a) within 30 days after receipt of the notice of the appointment of its Arbitrator by the Institution of Engineers (India), will appoint the Arbitrator. A certified copy of the order of the Institution of Engineers (India), making such an appointment will be furnished to each to the parties.
  - c) Arbitration proceedings will be held at purchaser's Headquarters, and the language of the Arbitration proceedings and that of all documents and communication between the parties will be English.
  - d) The decision of the majority of Arbitrators will be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc., of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf will be borne by each party itself.
  - e) Where the value of the contract is Rs. one crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The sole arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely The Institution of Engineers (India).
- 65.5. Notwithstanding any reference to arbitration herein
- a) The parties will continue to perform their respective obligations under the contract unless they otherwise agree; and
  - b) The Purchaser will pay the supplier any amount due to 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 at Hyderabad 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 cable, telex, or facsimile 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 purchaser. Offers which do not require release of F.E. or procurement of import license by APSPDCL 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 APSPDCL.

- 69. **Safety :** The Supplier shall be responsible for the safety of all activities on the Site.

- 70. **Risks:** All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Supplier/Contractor.

CHIEF GENERAL MANAGER/  
PROJECTS & IT,APSPDCL::TIRUPATI



SECTION –VI  
QUALIFICATION REQUIREMENTS

1. The bidder should be a manufacturer/an authorized dealer of Diesel generator's OEM, who should have supplied, installed, tested and commissioned atleast 5nos. of DG set of 500KVA or higher rating within last FIVE years supplied to power utilities/Industries/Data centers/any other Limited companies. The bidder should furnish documentary evidence of supply of DGs to the above units. (Form-13/acknowledged delivery challans/ order completion certificate).

At least (2) two nos. diesel generator sets of 500KVA or higher capacity must have been in satisfactory operation for at least one year within the last three (3) years as of the bid opening date. (Performance certificate shall be enclosed)

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 should collect and submit type test results of the schedule of the material from the OEM. 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 7 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".
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-III (i.e., Details to be furnished by the manufacturer).

8. The relation ship 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  
PROJECTS & IT  
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 upto \_\_\_\_\_ (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 ..... 2024

\_\_\_\_\_  
\_\_\_\_\_

(Signature)

(In the capacity of)

Duly authorized to sign bid for and on behalf of

**PRICE SCHEDULE**

S.No.	Description	Unit	Qty	Material						Service for transport, installation, testing and charging					Total cost
				Ex works Unit price	F&I cost	Workers welfare cess	GST	Total Unit price	Total cost	Unit price	Workers welfare cess	GST	Total Unit price	Total cost	
1	2	3	4	5	6	7	8	9 (5+6+7+8)	10(9*4)	11	12	13	14 (11+12+13)	15(14*4)	16(10+15)
<b>A 500 KVA DG set</b>															
1	Supply, installation, testing and commissioning of 500KVA in place of existing 500KVA Mahindra make DG-1 (as per latest CPCB Norms) duly removing and repositioning of exhaust pipe and cladding work of existing DG-2 & 3 and including MS support for exhaust pipe. (Including transport, loading and unloading charges & removal of Old DG set)	Nos.	1												
2	DG set-1(Now Supplying) synchronization support with existing DG-2(500KVA) & DG-3(500KVA)	Nos.	1												
<b>B Exhaust system for new DG set.</b>															
1	Supply and Fixing of new 10" dia MS B class 5mm thick exhaust pipe with necessary bends and flanges along with 50 mm thick Glass wool 64 kg/m <sup>3</sup> wrapped with 26 SGW Aluminum Sheet for horizontal pipe connection upto stack vertical pipe (for DG-1).	Mtrs	15												
2	Thermal Insulation of Silencer with 50 mm thick Glass wool wrapped with 24 SGW Aluminium Sheet-500 KVA DG set	Nos.	1												
<b>C Earthing system &amp; Power cable</b>															
1	Providing and fixing of CI. Earth pipe with 2.5mt long, 40mm dia , watering funnels, char coal and salt etc.,	Nos.	4												
2	4nos. Earth strip 50 X 6mm GI flat for Body & neutral - connecting to existing strips for generator.	Mtrs	40												

contd..

S.No.	Description	Unit	Qty	Material						Service for transport, installation, testing and charging					Total cost
				Ex works Unit price	F&I cost	Workers welfare cess	GST	Total Unit price	Total cost	Unit price	Workers welfare cess	GST	Total Unit price	Total cost	
1	2	3	4	5	6	7	8	9 (5+6+7+8)	10(9*4)	11	12	13	14 (11+12+13)	15(14*4)	16(10+15)
D	Synch Control panel for load sharing														
1	Supply and fixing of Easygen 2500P1 model of Woodward make Genset sync controller with inbuilt and output modules for DG1 for compatability with existing panels of other DG sets.	Nos.	1												
2	Supply and fixing of 24VDC Isolation SMPS Module (for DG1)	Nos.	1												
3	Supply & fixing of Battery Charger Unit 230V AC Input, 24V 20A DC Output	Nos.	1												
4	Supply and fixing of Governor Isolator Modules	Nos.	1												
E	Additional Warranty for two years (4th & 5th year)	LS	1												
Gross cost (in Rs.)															
F	Buyback value of existing 500KVA Mahindra make DG	Nos.	1												
Net cost (in Rs.)															

Signature of the Bidder

## **2.A BID SECURITY FORM (issued by Bank)**

Whereas. .... (Here in after 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 amount Rs.70,000/- 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 .....2024

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.

45

. .... (Signature of the Bank)

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

2.B. PERMANENT BID SECURITY FORM : THIS CLAUSE IS DELETED.

2.C. AGREEMENT TO PERMANENT BID SECURITY : THIS CLAUSE IS DELETED.

## 2.D LETTER OF ACCEPTANCE

(Letterhead paper of the Employer)

To: \_\_\_\_\_ (name and \_\_\_\_\_ (date)

address of the Contractor).

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_

(name of the contract and identification number) for the Contract Price of  
Rupees \_\_\_\_\_

\_\_\_\_\_ (\_\_\_\_\_) (Amount in words and

Figures), is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security with Rs.100/- stamp paper for an amount of Rs.....within 21days of the receipt of this letter of acceptance. The bank guarantee shall be valid upto 42 months from the date of completion of the work.

Yours faithfully,  
Authorized Signature  
Name and Title of Signatory  
Name of Agency

Chief General Manager/ Projects&IT  
Southern Power Distribution Company of A.P. Limited  
Near Srinivasa Kalyanamandapams,  
Tiruchanur Road,  
Tirupati – 517503



**2E. ISSUE OF NOTICE TO PROCEED WITH THE WORK**

(Letterhead of the Employer)

\_\_\_\_\_ (date)

To

\_\_\_\_\_ (Name and Address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite security and signing of the contract for the -----  
-----@ a Bid price of Rs.-----, you are hereby instructed to proceed  
with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Chief General Manager/ Projects&IT  
Southern Power Distribution Company of  
A.P. Limited  
Near Srinivasa  
Kalyanamandapams,  
Tiruchanur Road,  
Tirupati - 517503

(Signature, name and title of signatory  
Authorized to sign on behalf of Employer)

### 3. CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2024 between \_\_\_\_\_ (Name and Address of Purchaser) on one part and \_\_\_\_\_ (Name and address of the of Supplier) on the other part :

WHEREAS the Purchaser invited bids for certain materials/ equipment and ancillary service 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 WITNESS 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, and they shall be deemed to form and be read and construed as part of the Agreement.
2. The Purchaser/Employer hereby covenants to pay the Supplier/Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract price or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. The following documents will be deemed to form and be read and constructed 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) Letter of Acceptance.
4. 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.
5. 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 and services	Quantity to be supplied	Unit Price Rs.	Total Price Rs.	Delivery Terms

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

DELIVERY SCHEDULE

IN WITNESS whereas 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 .....

Singed, Sealed and Delivered by the  
Said ..... (for the Supplier)

In the presence of .....

NOTE : To be executed on Rs. 100/- Non-Judicial stamp paper.

4(a). PERFORMANCE SECURITY FORM

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

**WHERE AS** ..... (Name of Supplier) (herein after called “the Supplier”) has undertaken, in pursuance of contract No. .... dated.....2024 to supply . .... (Description of Materials/equipment and Services) (herein after 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 total of ..... (Amount of the Guarantee)..... (in Words) 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.

We hereby waive the necessity of your demanding the said debt from the Supplier/Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of the Contract documents which may be made between you and the Contract hall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the ..... Day of .....2024

Signature and Seal of Guarantors

Name of Bank \_\_\_\_\_

Date . .....

.....

Address : .....

.....

NOTE : 1) This will be executed on Rs. 100/- non-judicial stamp paper by a schedule Bank.

2) The firm shall also furnish Agreement to the Performance Bank guarantee for availing 100% payment as shown in page no 61.

**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/Contract, 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. MANUFACTURER'S AUTHORISATION FORM

No. .... dated

To  
Dear Sir,

SPECIFICATION No.

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ (Name and 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 your 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 the manufacturer)

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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FORM –IIIA

DETAILS TO BE FURNISHED BY THE MANUFACTURER

1. Specification No.	:	
2. Name of the Material	:	
3. Bidder's vendor Registration No. for this item and Name of the bidder	:	
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	:	Details
8. State whether the quotation is in single part/ Two part	:	
9. -NA	:	NA
10. Whether willing to furnish performance B.G. @ 10% if order is placed	:	
11. Details of remittance of specification cost	:	Rs. DD No.                      Date
12. Whether a local SSI unit/Local unit	:	
13. Whether month wise delivery schedule indicated ( And also indicate whether APSPDCL delivery schedule is accepted or not)	:	
14. Prices are Firm	:	Firm
15. Whether any other tax/duty payable. If so give details and the same is included/ not included.	:	Attested copies of relevant documents must be enclosed in orders of details furnished.
16. State whether APSPDCL terms of payment are accepted.	:	Yes/No
17. Quantity offered for supply	:	
18. State whether 90 days validity offered	:	Yes/No
19. Whether sample is enclosed (if specified)	:	
20. Whether the material/equipment offered conforms to the relevant APSPDCL specification.	:	
21. Whether you have executed orders of the APSPDCL previously for these items. (please give details)	:	i) P.O. No. & Date (ii) Description of materials (iii) Qty. ordered (iv) Qty. supplied (v) Name of the utility. (vi) Remarks
22. Similar details in respect of supplies made to other utilities	:	i) P.O. No. & Date (ii) Description of materials (iii) Qty. ordered (iv) Qty. supplied (v) Name of the utility. (vi) Remarks
23. This clause is deleted.		
24. Whether sales tax clearance certificate enclosed	:	
25. Whether Income-tax clearance certificate enclosed.	:	
26. Details of annual financial turnover for last 5 years	:	
27. Details of annual financial turnover with period which in equal to or more than 100% value of the		<u>Period</u> From      To                      Turnover



materials quoted.		
28. The details of supplies made in during last 5Years which is equal to or more than 20nos. DG sets of capacity 500KVA or more.		Year wise details as per the proforma shown in page No. 49
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

a) TECHNICAL

Sl. No.	Requirements/ Equipments	Specification Clause No.	Deviations	Remarks

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

Place :

Signature of the Bidder :

Date :

Name :

Business address :

c) COMMERCIAL

Sl. No.	Requirements/ Equipments	Specification Clause No.	Deviations	Remarks

It is hereby conformed that except for deviations mentioned above, the offer conforms to all the other features specified in Commercial Specification Section-I 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	Despatching 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.

**SECTION – VIII**  
**GENERAL & ELIGIBILITY**

1. The specification covers the design, manufacture, testing, delivery of the material as detailed in the schedule attached to the specification.

2. ELIGIBILITY :

Imp Note:- All the certificates/ documents enclosed to the tender shall be attested or notarized.

The tenderer who complies the following conditions need only quote.

2.1. The tenderer should quote 100% of the tendered quantity.

The bidder should be a manufacturer/an authorized dealer of Diesel generator's OEM, who should have supplied, installed, tested and commissioned atleast 5nos. of DG set of of 500KVA or higher rating within last FIVE years supplied to power utilities/Industries/Data centers/any other Limited companies. The bidder should furnish documentary evidence of supply of DGs to the above units. (Form-13/acknowledged delivery challans/ order completion certificate).

At least (2) two nos. diesel generator sets of 500KVA or higher capacity must have been in satisfactory operation for at least one year within the last three (3) years as of the bid opening date. (Performance certificate shall be enclosed)

2.2. In support of the above statement, attested copies of both purchase order and performance certificates/Form-13 from the purchasers should be enclosed. It may be noted that certificates/documents shall be attested by Gazetted officer or notarized. If the above documents/certificates are not attested or notarized, the information given in the statement will be treated as not furnished.

2.3. The tenderer should submit type test certificates as per relevant IS standards tested in any one of the accredited National Test Laboratories, which shall not be later than 7 years subject no alteration 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”.

2.4. Bidder should furnish BEE labelling certificate of same or high star rating.

Important Note :

If the tenderer who do not comply any one of the conditions (or) do not furnish the information and the given information proved not correct their tender will be rejected and Bid Security will be forfeited.

The tenderer should also furnish reports on financial standing such as profit and loss statements, balance sheets, auditors report for past three years and bankers certificates etc to prove their financial capability.

3. Filling up of schedules:

All the schedules should be duly filled in but not necessarily in the same sheets attached to the specification.

Unless full details required in the schedules are furnished, offers will not be considered.

4. Clearing of doubts

If the bidder have any doubt about the meaning of any portion of this specification, he should at once obtain the required clarifications/ information in writing from the Chief General Manager/Projects & IT/SPDCL/TIRUPATI.



5. BID SECURITY :

Refer clause 20 of General and financial terms and conditions for supply of materials. Tenders with partial payment of BID SECURITY are summarily rejected

6. DELIVERY OF MATERIALS AND COMPLETION OF WORK

Supply, installation, commissioning and testing must be completed within 60 days from the date of Contract for the works specified in the Section III (schedule of requirements).

7. WARRENTY/GUARANTEE :

The material should be guaranteed for satisfactory operation as per clause 53 of Section-I after successful commissioning of the equipment in good condition at Corporate office, APSPDCL, Tirupati. If during the guarantee period the material while in its normal operation is found defective it shall be replaced or rectified by the supplier within 15 days free of cost.

CHIEF GENERAL MANAGER (Proj & IT)  
APSPDCL::TIRUPATI

SECTION - IX  
AGREEMENT

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.

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.

Dated :  
Place :

Name of the Company  
With signature and stamp

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

SECTION - X  
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 Organisation for Standardisation, Danish Board of Standardisation 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