

Notice Inviting Tenders

TENDER DOCUMENT FOR PROCUREMENT OF

**33KV Single Phase PTs
(50VA Burden,0.2 class of
Accuracy)
EPMPT - 20 /23-24**

Bid Security: Total value of quoted quantity (i.e landed price of each X quoted quantity)

- i) Up to 1.0 Cr. : 2%
- ii) Above 1.0 Cr and up to 10.0 Cr. : 1%
- iii) Above 10.0 Cr. : 0.5% to a maximum of Rs.50.0 lakhs only

**A.P.E.P.D.C.L.: CORPORATE OFFICE
TPT COLONY SEETHAMMADHARA
NEAR GURUDWARA JUNCTION
VISA KHAPATNAM - 530 013**

CORPORATE OFFICE::A.P.E.P.D.C.L.

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Newspaper advertisement

**EASTERN POWER DISTRIBUTION COMPANY OF A.P. LIMITED
CORPORATE OFFICE : : VISAKHAPATNAM**

E-Procurement Notice

The APEPDCL is opting for e-Procurement for Supply of **33KV Single Phase PTs,100VA, 0.2 class of accuracy** of the following Description:

Tender Specification No: EPMPT- 20 /2023-24		
Sl. No	Description of item	Quantity required (Nos)
1	33KV Single Phase PTs, 50VA burden, 0.2 class of accuracy	50
2.	Schedule Sale opening date on line	01.05.2023 from 10.30 hrs.
3.	Bid Submission Sale Closing Date on line	17.05.2023 Upto 12.00hrs.
4.	Bid Submission Closing Date on line	17.05.2023 at 13.00 hrs.
5.	Technical Specifications Bid Opening Date on line (Technical Bid stage)	17.05.2023 at 16.00 hrs.
6.	Price Bid Opening Date on line (Financial Bid Stage)	19.05.2023 upto 16.00 hrs

All the interested bidders may visit www.apecprocurement.gov.in to view and download tender documents free-of-cost.

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

Bids received from the registered vendors of APEPDCL or Bidders who are not registered as Vendors but are interested to quote may apply for Vendor registration duly submitting the required documents and by paying requisite fees before submission of their bids. The bids received from such firms only will be considered.

**#Digitally signed#
CHIEF GENERAL MANAGER / P&MM
CORPORATE OFFICE :: A.P.E.P.D.C.L.
VISAKHAPATNAM
(Ph No. 0891-2582302/304)**

On line Version

CORPORATE OFFICE::A.P.E.P.D.C.L.

Tender Notice No : EPMPT - 20 23-24**Annexure 1B**

Notice Inviting Tender Details		
S.No	Description	
1	Department Name	A.P.E.P.D.C.L.
2	Office	Purchases & Material Management Wing, Corporate Office, APEPDCL
3	Tender Number	EPMPT– 20 /2023-24.
4	Tender Subject	33KV Single Phase PTs, 50VA, 0.2 class of accuracy
5	Delivery Schedule	Delivery of materials should commence within 45 days from the date of receipt of purchase order and shall be completed within two months thereafter OR As per APEPDCL DELIVERY SCHEDULE which will be issued at the time of placing purchase order on the firm.
6	Tender Type	Open (two part)
7	Tender Category	Instrument Transformers
8	Vendor Registration	<p>i) The Bidders should register themselves as vendors with APEPDCL. Bids received from the registered vendors of APEPDCL or Bidders who are not registered as Vendors but are interested to quote may apply for Vendor registration duly submitting the required forms and fees before submission of their bids only will be considered.</p> <p>(ii) Vendor registration shall not be done for the companies promoted / owned by already blacklisted companies.</p> <p>(iii) The companies which are blacklisted by any other utility and whose promoters firms or companies were already blacklisted / debarred by any other utility are ineligible to participate in tenders.</p> <p>(iv) The bidder has to specify whether the company Director / Directors have any relationship with APEPDCL or any other Discom employees (if yes give details). The firms will be blacklisted if any wrong declaration or hiding information is found at a later date.</p> <p>(v) The vendor registration of the firm shall be cancelled upon the firm being blacklisted by any power utility. The firm will have to apply for fresh registration on withdrawal / lifting of blacklisting.</p>
9	Bid Security (INR)	<p>Total value of quoted quantity(i.e. Landed price of each x quoted qty):</p> <p>iv) Up to 1.0 Cr. : 2%</p> <p>v) Above 1.0 Cr and up to 10.0 Cr. : 1%</p> <p>vi) Above 10.0 Cr. : 0.5% to a maximum of Rs.50.0 lakhs only</p> <p>vii) EMD / Bid security shall be either online payment or in the form of Bank Guarantee and if the Bid security is in the form of Bank Guarantee, the validity of the Bank Guarantee shall be 6 months from the date of expiry of</p>

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		bid validity. viii) Exemption of Bid Security with APEPDCL in case of Govt. firms.
10	Bid Security Payable to	<p>Bid security has to be paid electronically Online by utilizing the Payment Gateway Service on E-Procurement platform.</p> <p align="center">OR</p> <p>i) Bid security accepted in the form of BG from Nationalized / Scheduled Bank drawn in favour of the Chief General Manager (P&MM), Corporate Office, Visakhapatnam, the validity of the Bank Guarantee shall be 6 months from the date of date of expiry of bid validity.</p> <p>The APEPDCL Bank details for issuing BGs to this office</p> <p>Account Name: Pay Officer, Corporate Office Account No.: 00000052102325440 Bank Name : State Bank of India Branch: Suryabagh Vizag CIF No.78267823374 IFS Code:SBIN0020282 MICR Code:530002316</p> <p>Bids will be disqualified without further evaluation after opening of price bids in case of insufficient bid security or bid not accompanied by the required bid security. Bids will be disqualified without further evaluation after opening of price bids in case of insufficient bid security or bid not accompanied by the required bid security.</p>
11 a.	Transaction Fee	As per tender publishing portal
b.	Transaction Fee Payable to	As per tender publishing portal
12 a.	Corpus Fund	<p>As per tender publishing portal</p> <p>(This shall be paid by successful bidder after placing Purchase Order within 07 days. If not paid within 07 days from the date of Purchase Order, the bid security / BG will not be released or any other action that may be deemed fit will be taken as per the management decision.)</p>
13	Schedule Sale opening date	01.05.2023 from 10.30 hrs.
14	Schedule Sale Closing Date	17.05.2023 Upto 12.00hrs.
15	Bid Submission Closing Date	17.05.2023 at 13.00 hrs.
16	Bid submission	On Line.
17	Pre-Qualification & Technical Bid Opening Date (Qualification and Eligibility Stage and Technical Bid Stage)	17.05.2023 at 16.00 hrs.
18	Price Bid Opening Date (Financial Bid Stage)	19.05.2023 upto 16.00 hrs.
19	Place of Tender Opening	Corporate Office, APEPDCL, Visakhapatnam
20	Officer Inviting Bids/Contact Person	Chief General Manager / P&MM / APEPDCL
21	Address/E-mail id	Chief General Manager / P&MM / Corporate Office/ APEPDCL, 3 rd Floor, TPT Colony, Near Gurudwara Jn. Seethammadhara, Visakhapatnam. cgm_pmm@apeasternpower.com
22	Contact Details/Telephone, Fax	Ph. No. 0891 -2582302, 303
23	Eligibility Criteria	<p>1) Bidder shall quote 20% of the total quantity indicated in the bid specification. Offers less than the minimum prescribed are liable for rejection.</p> <p>2) The bidder should be a manufacturer who must have</p>

		<p>designed, manufactured, tested and supplied to power utilities at least 40% of the quoted quantity of the goods/ equipment of same or higher voltage class of PTs of 0.2 class of accuracy with 50VA Burden as indicated in the schedule of requirements in one continuous period of 12 months. The bidder should submit the details of Form-13, invoice copies, acknowledge delivery challan copies in support of documentary evidence for past supplies”.</p> <p>3) At least 20% of similar material offered against the specification of PTs of 0.2 class 50VA as indicated in the schedule of requirements should be in successful operation since 2 years as on the date of opening of the Bid with documentary evidence. The bidder should furnish the performance certificate for the material offered in the specification which has been in service for the last two years and above from the competent authority i.e whoever issues the purchase order.</p> <p>It is to be noted that supplies made against turnkey projects and contracts completed through third party (i.e where the bidder is not directly supplied to other DISCOMS/Power utilities) shall not be considered in evaluating the 20% performance supplies.</p> <p>Fresh bidders can be given order up to 15% of total quantity as a trial order if equipment justified with documentary evidence (which is technically & commercially qualified). The bidder shall upload trial order request letter along with the bid and without this letter the trial order request cannot be considered at later date (refer Sl.No. 25 regarding trial order prices).</p> <p>4). The bidder will furnish Type Test Results. The type tests must have been conducted on the material offered as per the relevant IS in recognized by NABL accredited laboratory as per the latest revision of the Technical Specification and the date of Type tests will not be later than 10 years as on the date of the bid opening. If any change in design is made latest type tests shall be furnished along with approved drawing. The Bids received without type test reports will be liable for rejection.</p> <p>5). The financial turnover during any one year of the last five years should have been equal or more than 100% value of the material now quoted. The bidder should furnish documentary evidence.</p> <p>6). Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have</p> <ol style="list-style-type: none"> Made misleading or false representations in the forms statements and attachments submitted in proof of qualification requirements and / or record of poor performance such as not properly completing the contract, inordinate delays in supply
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		<p>completion, litigation history or financial failure etc.</p> <p>7. Not withstanding anything stated above the 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.</p>
24	Procedure for Bid Submission	<p>1. <u>As per tender publishing portal</u> www.apecprocurement.gov.in platform</p> <p>2. 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:</p> <p>a. Proof of Vendor registration with EPDCL or proof of submission of prescribed application for vendor registration</p> <p>b. Proof of payment Bid security (On total value of quoted qty)</p> <p>c. 40 percent supplies as per eligibility criteria</p> <p>d. 20 percent performance as per eligibility criteria</p> <p>e. Type test certificates as per eligibility criteria</p> <p>f. Reports on financial standards of the bidder</p> <p>g. "Sales Tax Clearance Certificate"</p> <p>For the latest Financial year Details of GST & PAN no. of the bidder</p> <p>h. Details of previous supplies as per proforma of Checklist for Bidders (Format A).</p> <p>i. Copies of previous supply orders in support of above.</p> <p>j. Duly filled and signed proforma as per Format A.</p> <p>k. Transaction fee payable to APTS.</p> <p>3) The rates of taxes applicable should be quoted in online only</p> <p>4) After uploading the documents the copies of the uploaded statement, certificates, documents, original Demand Drafts in respect of Bid Security (except the Price bid / offer / break-up of taxes) are to be submitted by the bidder to the Chief General Manager / P&MM / APEPDCL so as to reach before the date and time of opening of the technical bid. The Department shall not hold any risk on account of postal delay. 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>5) All bids submitted will also include the following information:</p> <p>i. Copies of original documents defining the constitution or legal status, place of Registration and principle place of business of the company or firm or partnership, etc.,</p> <p>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. The bidder should submit the details of purchase order copies, invoices and performance certificates for proof of supplies.</p>

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		<p>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.</p> <p>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.</p> <p>6) The department will not hold any risk and responsibility regarding non-visibility of the scanned and uploaded documents.</p> <p>7) The Documents that are uploaded online on e-market place (e-procurement web-site) will only be considered for Technical Bid Evaluation.</p>
25	Rights reserved with the Department there of	<p>APEPDCL reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore. The APEPDCL also reserves the right to split the tender and place orders on more than one tenderer at its discretion.</p> <p>i) 50% of the tender quantity to be allotted to local industries subject to acceptance of the lowest bidder price in the event of non-local company being the lowest bidder and subject to the quantity quoted by them. This includes 15% trial order quantity for fresh bidders with same rate of L1 in case of Local Industry and at least 5% less than of L1 price in case on Non-Local Industry. The total trial order quantity i.e. (Local + Non Local) should not exceed 15% of the total tender quantity.</p> <p>(ii) 100% of the tender quantity , in the event of a local company being the lowest bidder provided they have quoted for full quantity of the tender and have the capability to deliver the equipment as per schedule. This includes 15% trial order quantity for fresh bidders with same rate of L1 in case of Local Industry and at least 5% less than of L1 price in case on Non-Local Industry. The total trial order quantity i.e. (Local + Non Local) should not exceed 15% of the total tender quantity.</p>
26	General Terms and Conditions	As per tender documents.

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Annexure 2

SCHEDULE OF REQUIREMENTS

S.No	Description of Material	Qty Required (Nos.)	AP EPDCL's delivery schedule
1	33KV Single Phase PTs, 50VA, 0.2 class of accuracy	50Nos	Delivery of materials should commence within 45 days from the date of receipt of purchase order and shall be completed within two months thereafter OR As per APEPDCL DELIVERY SCHEDULE which will be issued at the time of placing purchase order on the firm.

NOTE:

1. The tenderer should quote the rates INR for free at destination stores. FADS: Srikakulam (Srikakulam District), Nellimarla (Vizianagaram District), Simhachalam (Visakhapatnam District), Bommuru (East Godavari District), Vatluru (West Godavari District).
2. Foreign Exchange: No foreign exchange or import license can be arranged by the board and if any tenderer quotes for imported equipments he shall be in a position to supply the materials under his own quota license. No assistance in this regard will be given by the APEPDCL. Also no variations on Exchange rate and custom duties etc. will be allowed.
3. The tenderer shall furnish the information as required in the schedule 6.1 of general terms and conditions.
4. Desired Delivery: The delivery of materials shall commence within 45 days from the date of purchase order **and shall be adhered to APEPDCL DELIVERY SCHEDULE.**
5. The break up of prices Viz. Ex-works and Freight and Insurance charges shall be furnished invariably.
6. The rate of excise duty applicable shall be quoted specifically. The proforma credit available to the supplier on the purchase of inputs (raw materials) consequent to the introduction of "MODVAT" (Input credit of GST on raw material) may be taken into account while quoting the prices. The duties and taxes if any, payable extra may be stated.
7. The quantities mentioned above are to be supplied to suit APEPDCL'S requirements.
8. APEPDCL reserve the rights to vary the quantities before and after placing the order.
9. The prices shall be FIRM.
10. The delivery consignments shall be offered for prior inspection to meet the requirement of dispatch to all the FADS viz., Srikakulam (Srikakulam District), Nellimarla (Vizianagaram District), Simhachalam (Visakhapatnam District), Bommuru (East Godavari District), and Vatluru (West Godavari District).
11. No request for change or merging of destination stores will be entertained.
12. The bidder shall strictly plan their consignments accordingly.

13. Performance security clause:

The successful bidder shall furnish 10% of contract value towards performance security which includes 5% delivery performance. In case there are delivery delays, from the available amount up to 5% shall be recovered for not adhering to the scheduled deliveries as per the purchase order obligations and the supplier should recoup the amount so deducted by DD or BG again up to extent of 10% till warranty period is applicable as part of performance guarantee.

14. Quantity offered in Format-A shall only be considered for tender evaluation and Invariably match with the quantity mentioned in Commercial bid.
15. Quoted Landed price shall be the sole criterion for awarding the Purchase order to Successful bidder. It shall be treated as inclusive of all applicable taxes.
16. Unless otherwise specified the bidder shall abide by all the terms and conditions of GTC attached.

**CHIEF GENERAL MANAGER / P&MM
CORPORATE OFFICE :: A.P.E.P.D.C.L.
VISAKHAPATNAM
(Ph No. 0891-2582302, 304)**

TECHNICAL SPECIFICATION FOR 33KV SINGLE PHASE POTENTIAL TRANSFORMERS 0.2 CLASS ACCURACY 50VA BURDEN

1. SCOPE : The specification covers the design, manufacture, assembly , testing at manufacturer's works and supply and delivery at destination, of outdoor oil immersed 33KV/ $\sqrt{3}$ Single Phase Voltage transformers (metering) suitable for mounting externally at various sub- stations in APEPDCL.

2. STANDARDS : The equipment shall conform in all respects to the latest version of relevant IS indicated below as applicable.

1. Voltage Transformers	:	IS 3156 (Part I & II)
2. HV Porcelain Bushings	:	IS 2099
3. Oil	:	IS 335
4. Galvanisation	:	IS 2633
5. Primary Terminals	:	IS 10601
6. Insulation Coordination	:	IS 2165
7. Dimensions of porcelain Bushings	:	IS 3347
8. Method of high voltage rating	:	IS 2071

The tenderer shall go through the above IS thoroughly before making his offer.

3. CLIMATE CONDITIONS : The materials to be supplied against this specification shall be suitable for satisfactory continuous operation under the following tropical conditions.

<u>Location</u>	At various locations in the state of Andhra Pradesh
Max. ambient air temperature (deg.C)	50
Max. ambient air temperature in a closed box (deg.C)	60
Min. ambient air temperature (deg.C)	7.5
Average daily ambient air temp. (deg.C)	35
Max. Relative Humidity (%)	100
Max. altitude above mean sea level (m)	1000
Average Annual rainfall(mm)	925
Max. wind pressure(kg/sq. m.)	200
Isoceraunic level(days per year)	40 to 50
Seismic level(Horizontal acceleration)	0.3 g.
Permitted Noise Level	45 dB

Moderately hot and humid tropical climate is conducive to rust and fungus growth. The climatic conditions are also prone to wide variations in the ambient conditions, Smoke is also present in the atmosphere, Heavy lighting also occurs during June to October.

4. Principal parameters for 33KV PTs :

TYPE : The voltage transformers shall be outdoor oil immersed self cooled vacuum impregnation type suitable for operation in 3 Ph, 33KV 50 Hz solidly grounded system under the normal service conditions specified in IS 3156 and as indicated, in the Annexure 2 "Schedule of Requirements"

The voltage transformers shall have the following ratings.

- | | | |
|----|-------------------------|--------------|
| a) | Rated voltage | 33KV |
| b) | No. of phase/connection | Single Phase |

c) INSULATION LEVEL :

- | | | |
|------|---|--|
| i) | Nominal system voltage | 33KV |
| ii) | Highest system voltage | 36 KV |
| iii) | Standard impulse withstand voltage | 70KV _P /170 KV _P |
| iv) | One Minute power frequency withstand voltage | |
| a) | Primary | 70 KV |
| b) | Secondary | 3 KV |
| | | |
| c) | Rated voltage factor and Corresponding rated time | 1.2 times continuous
1.5 times for 30 Seconds |
| d) | Rated Transformation ratio: | As indicated in Annexure-2
“Schedule of requirements” |

- | | | | |
|-----|-----------------------|---|---------|
| i) | Class of Accuracy | : | 0.2 |
| ii) | Rated burden/Phase | : | 50 VA |
| e) | Type of Transformer | : | Earthed |
| f) | No. of windings/phase | : | 1 |

Each voltage transformer shall be capable of carrying without injury continuous burden of 25% above the rated burden in respect of 33KV PTs. The PTs shall have adequate protection with fuses on secondary side.

5. CONSTRUCTION :

The core shall be high grade non-ageing electrical silicon laminated steel of low hysteresis loss and high permeability to ensure high accuracy, at both normal and over current/voltage.

The secondary terminals shall be brought into a compartment on one side of voltage transformer for easy access. The secondary taps shall be adequately reinforced to withstand normal handling without damage.

The voltage transformers shall be suitable for mounting on steel structures or concrete pedestals. The necessary flanges, bolts & nuts etc., for the base of the PT shall be supplied and these shall be galvanized. **The tank and other metal parts shall be galvanized.**

All windings shall be of insulated high grade electrolytic copper wire and the manufacturing of the units shall be done in completely closed and air conditioned room otherwise fiber glass insulation sleeves are to be provided for primary winding. Details of winding and core shall be furnished.

The PTs shall be completed in all respects with first filling of oil conforming to IS-335 and with oil level indicator with minimum and maximum oil levels. The top cover and terminal base cover should be such that rain water does not enter even though the gaskets are damaged.

Potential Transformers tank MS sheet thickness required 3.15 mm (min) and secondary terminal shall be provided with nut & bolts.

Primary and Secondary Terminals: Primary terminals of PTs to which the line connections are to be made shall have dimensions as per IS –10601/1983. The secondary terminals shall be brought out into suitable compartment which shall have a

removable cover. The terminal box with the cover closed and tightened the cable/conduit in position when supplied shall have a degree of protection conforming to IP 54 of IS:2147.

Terminal and earth connectors : Terminal connectors suitable for panther ACSR conductor shall be supplied. Suitable earth connectors for earthing connections shall also be supplied.

Primary terminal diameter should be 20 mm (min), Primary brass terminal (External) lengths should be 50 mm (min) and Aluminum stud holder to be provided with bimetallic clamp.
5.4. Earthing: The assembly comprising of the chassis, frame work and the fixed parts of the metal casing of the PT shall be provided with two separate earthing terminals. The earthing terminals shall be adequate size protected against corrosion and metallicallly clean and identified by means of the sign marked in a legible and indelible manner on or adjacent to the terminals.

Sealing Arrangement : Provision for sealing secondary terminal compartment, primary ratio change strips (if any) and tank effectively such that no fraud such as tampering of the ratio or circuit (current/voltage) is possible. The holes provided for the above sealing provision shall be of adequate size and pass the sealing wire of about 14SWG.

Name/Rating Plate : Each PT shall have the following particulars indelibly marked on it or on a label permanently secured to it or its casing.

- a) Manufacturer's Name
- b) Year of manufacturer
- c) Manufacturer's Sl.No. and/ or type designation.
- d) Rated transformation ratio
- e) Rated frequency.
- f) Rated output and the corresponding accuracy class
- g) Highest system voltage
- h) Insulation level
- i) Rated voltage factor and corresponding rated time
- j) Type of Transformers
- k) No. of phases and method of connection
- l) Basic impulse level (BIL)
- m) Guarantee Period.
- n) P.O.No. with Date

Each instrument Transformer shall be provided with prismatic type oil sight window at suitable location so that the oil level is clearly visible with naked eye to an observer standing at ground level.

The units shall be vacuum filled with oil, after processing and thereafter hermetically sealed to eliminate air and moisture from entering the tank.

Oil filling and / or oil sampling cocks if provided to facilitate factory processing shall be permanently sealed before dispatch of the instrument transformer.

6. TESTS :

- a) 6.1 Potential Transformers:

TYPE TEST : The following type tests as per IS: 3156 (latest version) shall be conducted and type test certificates for the tests carried out at NABL Accredited laboratory on prototype of same specification shall be enclosed with the tender. The date of type tests will not be later than 10 years as on the

date of opening of the bid.

- a) High voltage power frequency wet withstand voltage test.
- b) Determination of errors according to the requirements of the appropriate accuracy class.
- c) Temperature rise test.
- d) Impulse voltage test.

ACCEPTANCE AND ROUTINE TESTS : The following shall be conducted as per IS:3156 (latest version)

- a) Verification of terminal marking and polarity
- b) Power frequency dry withstand tests on Primary windings.
- c) Power frequency dry withstand tests on Secondary windings.
- d) Determination of errors according to the requirements of the appropriate accuracy class.

7. INSPECTION : All acceptance tests shall be conducted at the time of inspection and at the place of manufacture unless otherwise specifically agreed upon by the manufacturer and purchaser at the time of purchase. The manufacturer shall afford the inspector representing the purchaser all reasonable facilities without charges to satisfy him that the material is being furnished in accordance with the specification.

The purchaser has the right to have the tests carried at supplier's cost by an independent agency whenever there is a dispute regarding the quality of supply.

The purchaser reserves the right to insist for witnessing the acceptance/routine testing of the bought out items. The supplier shall give 15 days for local supply/30 days (in case of foreign supply) advance intimation to enable the purchaser to depute his representative for witnessing the acceptance and routine tests.

The lot will be accepted into stock only if the materials satisfy the above tests as shown in clause 6.1 and will be rejected if fails to conform to the standards. The same process will be followed for II-consignment (in case of rejection of I-lot) and if the materials fail in 2nd time also the total order will be cancelled.

8. GUARANTEED TECHNICAL PARTICULARS : The technical particulars as per IS (Latest version) shall be guaranteed and guaranteed technical particulars as per Annexure – 1 shall be furnished by the tenderer along with his offer.

9. DRAWINGS & LITERATURE : Drawings and Technical Literature of PTs shall be enclosed to the offer, Sectional view and dimensions for all parts to the extent possible, External & Internal clearances shall be indicated in the drawings. Tenders not accompanied by the above are liable to be rejected. These drawings and literature are to be supplied @ 2 copies along with each unit in the event of order.

10. OVERALL DIMENSIONS AND FOUNDATION DETAILS : The manufacturer shall give the necessary information a regards the overall dimensions of the transformer and foundation details.

11. SCHEDULE OF REQUIREMENTS DESIRED DELIVERY:

11.1 The schedule of requirements and desired deliveries are indicated in Annexure – 2.

Note : The tenderer shall indicate the sources of all materials. He shall also indicate the name of the supplier and make of conductor, Transformer oil electrical steel laminations, construction steel etc.

**CHIEF GENERAL MANAGER /
P&MM CORPORATE OFFICE ::
A.P.E.P.D.C.L.VISAKHAPATNAM
(Ph No. 0891-2582302,304)**

ANNEXURE – I.

GUARANTEED TECHNICAL PARTICULARS.

33 KV Single Phase Potential Transformers, 50VA/0.2 Class accuracy

Sl.No	Details	APEPDCL requirement	As per bidder
1.	Name and Address of Manufacturer.		
2.	Manufacturer's Type & Designation.		
3.	Nature of service	Outdoor	
4.	Type of Cooling.	Oil cooled	
5.	System Characteristics. a) Rates System Voltage. b) Highest System voltage. c) Rates system frequency. d) Nature of neutral earthing.	33KV 36KV 50HZ Earthed	
6.	Rated Voltage ratio.	$33KV/\sqrt{3}/110V/\sqrt{3}$	
7.	Winding connections.	Star/Star	
8.	Rated burden.	50VA	
9.	Class of accuracy.	0.2	
10.	Polarity.	Provided	
11.	Rated voltage factor and time.	1.2 Cont & 1.5 for 30sec	
12.	Limits of ration and phase angle error	As per IS:3156	
13.	Temperature rise of top oil at 1.1 times rated primary voltage with rated secondary burden.	Within the limit as specified in IS	
14.	Insulator characteristics. a) Type. b) Make c) Electrical Characteristics. d) Total Creepage distance.	Outdoor — As per IS 900mm(minimum)	
15.	One minute power frequency dry withstand test on primary winding.	70KV rms	
16.	One minute power frequency withstand test on secondary winding.	3KV rms	
17.	High Voltage impulse withstand test on primary windings.	170KV(peak)	
18.	Oil : a) Specification. b) Quantity for first filling.	IS-335 —	
19.	Total weight of PT with oil.	As per approved drawings	
20.	Reference specification to which the equipment conform.	IS-3156/92	
21.	Outline dimensional drawing with mounting details.	As per approved drawings	
22.	The Potential transformers shall carry 25% above the rated burden continuously without injury in respect of 33 KV PTs	Should be complied	

**GUARANTEED TECHNICAL PARTICULARS FOR NEW TRANSFORMER
OIL CONFIRMS TO IS-335/93 OR LATEST VERSION.**

Sl.No	Details	APEPDCL requirement	As per bidder
1.	Appearance	Clear and transparent and free from suspended matter and sediments	
2.	Density, gm/cm at 27 Deg. C	0.835	
3.	Kinetic viscosity at 27 Deg. C	25	
4.	Interfacial tension, N/m	0.04	
5.	Flash point, PMCC, OC, Min.	165	
6.	Pour point, OC	(-) 18	
7.	Neutralization value		
	a). Total acidity	0.01	
	b). Inorganic acidity	NIL	
8.	Corrosive sulphur	Non-Corrosive	
9.	Break down voltage, ms, Kv (Min.)		
	a) Non untreated	30	
	b) After treatment	60	
10.	Dielectric dissipation factor (Tan Delta at 90 Deg. C) (Max.)	0.002	
11.	Specific resistance (resistivity)		
	a) At 90 Deg. C (Min.) Ohm-Cm	100×10^{12}	
	b) At 27 Deg. C (Min.) Ohm -Cm	3000×10^{12}	
12.	Oxidation stability		
	a) Neutralization value after oxidation (Max.)	0.01	
	b) Total sludge, after oxidation (Mx.)	NIL	
13.	Ageing characteristics after accelerated ageing (open breaker method with copper catalyst) 96 Hrs. as per ASTM D 1934-1978		
	a) Specific Resistance (resistivity)		
	i) At 27 Deg. C (Min.) Ohm-cm	2.5×10^{12}	
	ii) At 90 Deg. C (Min.) Ohm-cm	0.2×10^{12}	
	b) Dielectric dissipation factor (Tan delta) at 90 De. C (Max.)	0.20	
	c) Total acidity (Max.)	0.05	
	d) Total sludge value (Max.)	0.05	
14.	Presence of oxidation inhibitor	NIL	
15.	Water content (Max.)	30 ppm	

Annexure - 4

QUALIFICATION REQUIREMENTS

1. Bidder will quote a minimum quantity of at least 20% of the total quantity indicated in the bid specification. Offers less than the minimum prescribed are liable for rejection.
2. “The bidder should be a manufacturer who must have designed, manufactured, tested and supplied to power utilities at least 40% of the quoted quantity of the goods/ equipment of same or higher voltage class of **PTs of 0.2 class as indicated in the schedule of requirements** (in one continuous period of 12 months. The bidder should submit the details of Form-13, invoice copies, acknowledge delivery chalan copies in support of documentary evidence for past supplies”.
3. At least 20% of similar material offered against the specification of **PTs of 0.2 class as indicated in the schedule of requirements** (should be in successful operation since 2 years as on the date of opening of the Bid with documentary evidence i.e. copies of Form-13, invoice copies etc. The bidder should furnish the performance certificate for the material offered in the specification which has been in service for the last two years and above from the competent authority.
- 4 The bidder should furnish the information on all past supplies.
- 5 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 of the company or firm or partner ship, 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.
The bidder should submit the details of purchase order copies, invoices and performance certificates for proof of supplies.
 - 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 inspectional.
 - 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.
- 6 The bidder will furnish Type Test Results. The type tests must have been conducted on the material offered as per the relevant IS in recognized laboratory as per the latest revision of the Technical Specification and the date of type test will not be later than 10 years. The Bids received without type test reports will be liable for rejection.
- 7 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.
8. Notwithstanding anything stated above the purchaser reserves the right to assess bidder’s capability and capacity to performs the contract should circumstances warrant such an assessment in the overall interest of the purchaser.

**CHIEF GENERAL MANAGER / P&MM
CORPORATE OFFICE :: A.P.E.P.D.C.L.
VISAKHAPATNAM
(Ph No. 0891-2582302,304)**

Tender Specification No : EPMPT -20 /2023-24

Format A

Proforma of Checklist for Bidders
(TO BE FILLED UP BY THE BIDDER)

1. Specification No.	:	
2. Name of the Material	:	
3. Bidder's vendor Registration No. for this item	:	
4. Quantity to be procured	:	
5. Last date and time for submission of Bid	:	
6. Date and time for opening of Bid	:	
7. State whether Bid Security is enclosed	:	
8. State whether the quotation is in single part/ Two part	:	
9. State whether 20% minimum quantity is quoted	:	
10. Whether willing to furnish performance B.G. @ 10% if order is placed	:	
11. Whether acceptance APEPDCL delivery schedule. If not, propose Delivery Schedule is to be indicated.	:	
12. Prices whether Firm / Variable	:	
13. Whether any other tax / duty payable. If so give details and the same is included / not included.	:	
14. State whether APEPDCL terms of payment are accepted.	:	
15. Quantity offered for supply (Quantity offered in Format-A will only be considered for tender evaluation. Quantity mentioned in Format-A shall invariably match with the quantity mentioned in Commercial bid.)	:	
16. State whether 90 days validity offered	:	
17. Whether sample is enclosed (if specified)	:	
18. Whether the material / equipment offered conforms to the relevant APEPDCL Specification	:	
19. Whether accepting the APEPDCL General and Financial Terms and Conditions for procurement of materials in the specification	:	
20. Whether you have executed orders of the APEPDCL previously for these items. (Please give details)	:	
21. Similar details in respect of supplies made to other utilities	:	
22. Whether Bid Security exemption letter enclosed in case of government organizations.	:	
23. Whether sales tax clearance certificate enclosed	:	
24. Whether warranty clause is accepted	:	
25. Whether Penalty clause is accepted	:	
26. Scanned, uploaded and attached all the specified documents as per Notice inviting tender details (online version)	:	
27. Details of GST & PAN no. of the bidder.	:	
28. Whether to specify the company director/directors have any Relationship with APEPDCL or any other Discom employees (If yes give details).	:	
29. Whether any sister concerned firms	:	
30. Whether blacklisting imposed by any power utilities (If yes give details).	:	

SCHEDULE OF DEVIATION

TECHNICAL

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

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

Place :

Signature of the Bidder :

Date :

Name :

Business address:

SCHEDULE OF DEVIATION

COMMERCIAL

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

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

Place :

Signature of the Bidder :

Date :

Name :

Business address:

Payment for the materials supplied will be made by “ Real Time Gross Settlement” duly furnishing Bank account details as per the format given below on non- judicial stamp paper of worth Rs. 100/- to Chief General Manager (Expenditure) for arranging payment through RTGS.

RTGS Format B

**To
The Chief General Manager (Expenditure),
Corporate Office, APEPDCL,
Visakhapatnam.**

Bank details & undertaking for payment Through RTGS

- 1. Name of the Supplier / Contractor**
- 2. Bank Account No.**
- 3. Type of Account**
- 4. Name of the Bank**
- 5. Name of the Branch & Address**
- 6. Branch Code**
- 7. IFSC / RTGS Code of the Branch**

We hereby undertake to bear the risk and cost of transfer charges to our account only.

Stamp & Authorized Signature of the Supplier / Contractor

“No payment will be made to the suppliers by way of cash and cheque and all payments will be credited to their respective bank accounts only.”

If the above details are already furnished against earlier Purchase Orders there is no necessity to furnish the said details again except in case of change in account nos. only.



A.P.E.P.D.C.L

**GENERAL AND FINANCIAL
TERMS AND CONDITIONS FOR
PROCUREMENT OF MATERIALS**

SALIENT FEATURES OF THE BID

- Specification No : As specified in Annexure-1A
Material : As specified in Annexure-2
- Officer to whom the bid will be addressed : The Chief General Manager / P&MM
APEPDCL, TPT Colony, Seethammadhara
Near Gurudwara Jn.
Visakhapatnam – 530 013.
- Superscription on the bid cover and the outer envelope
- a. Registration No. of the vendor
 - b. Specification No.
 - c. Due date and time for submission
 - d. Date and time of opening
 - e. Payment of bid security
 - i. If paid give details: DD No. _____ Dt. _____ for Rs. _____
 - f. **Whether 90days** validity offered(yes/no).
 - g. Whether bid is made accepting payment terms Clause....(yes/no).
 - h. Whether delivery is as per delivery schedule indicated....(yes/no)
 - i. Whether the sample (if specified) has been enclosed/sent...(yes/no)

Content of Bidding Documents:

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

- a. Notice Inviting Bids.
- b. Salient feature of the contract.
- c. Standard General terms and conditions of contract.
- d. Standard Technical specification and drawings
wherever necessary.
- e. Qualification Requirements.
- f. Schedule of requirements (delivery Schedule)

SAMPLE FORMS.

- g. Bid Form and Price Schedules
- h. Bid Security Form
 - i. Contract Form
 - ii. Performance Security form
- i. Manufacturers' Authorization form
- j. Performance Statement
- k. Details to be furnished by the Manufacturer
- l. Schedule of Deviations (Technical & Commercial)

**Quotation is Two part bid : Part – I – Qualification requirements and Technical Bid
Part – II – Price Bid**

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 Condition of Contract
- ii. Technical

The above deviations supercede the existing terms of GCC and Technical Specification.

**CHIEF GENERAL MANAGER / P&MM
CORPORATE OFFICE :: A.P.E.P.D.C.L.
VISAKHAPATNAM
(Ph No. 0891-2582302,303)**

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A Introduction

1. Definitions

- 1.1 In this Contract, the following terms will be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the contract Form signed by the Parties, including all

attachments and appendices thereto and all documents incorporated by reference therein.

- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Materials / equipment" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Materials / equipment, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Terms and Conditions of Contract contained in the section.
- f) "The Purchaser" means the organization purchasing the Materials / equipment.
- (g) Vendor is a supplier who has registered with the purchaser for supply of materials/equipment.
- (h) "The Supplier" means the firm supplying the Materials / equipment and Services under this Contract.
- (i) "Day" means calendar day.

2. Applicability

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

3(a) Standards

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

3(b) Interchangeability:

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

4. Scope of Work:

This specification covers design manufacture, testing and delivery FADS (Free At Destination Stores) of the materials described at Annexure - II and Technical Specification Annexure - III.

5. Eligible Bidders:

Vendors who have registered themselves with APEPDCL for supply of the material / equipment specified in Bid specification and meeting the qualification requirements described at Annexure - IV 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 Materials / equipment required, bidding procedures, and contract terms are prescribed in the bidding documents as listed below:

1. Notice Inviting Bid
2. Salient Features of the Bid
3. General Terms and Conditions of Contract
4. Schedule of Requirements (Delivery Schedule)
5. Technical Specifications
6. Qualification Requirements
7. Bid Form and Price Schedules
8. Bid Security
9. Performance Security Form
10. Schedule of Deviations

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

7. Clarification of Bidding Documents

7.1 Clarification of Bidding Documents: A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the Purchaser's address. The Purchaser will respond in writing to any request for clarification of the bidding documents, which it receives no later than seven (7) 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.

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

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

12. Bid Form:

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

13. Bid Prices:

13.1 The prices quoted will be Firm. Bids will be called for with prices FADS 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 / stores, unloading at destination and insurance (transit and storage at site for 30 days).

13.2 Even though composite price is given the break-up for all the duties, taxes, freight, insurance, packing and forwarding etc., will be furnished.

13.3 It is the responsibility of the Bidder to inform himself of the correct rates of duties and taxes leviable on the materials at the time of bidding.

13.4 The proforma credit available to the bidder on the purchases of inputs (raw materials) consequent to the introduction of “MODVAT (Input credit of GST on raw material” 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 EXWORKS and GST 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:

14.1 Wherever prices quoted are not firm (variable), prices FADS, GST freight, Insurance, packing, forwarding and other legally permissible duties and levies will be given separately.

14.2 Quotations will be with prices subject to adjustment up or down as per specific variation formula with reference to the base prices of major raw-materials / components involved which will be detailed in the bid along with the respective percentage costs in the composite price for the finished goods.

14.3 Whenever IEEMA price variation formula is applicable, the Bidder may quote according to IEEMA formula in force at the time of bidding which will remain the same through out the execution and completion of the order.

14.4 The quoted prices will be on FADS basis inclusive of transit cum 30 days storage insurance inclusive of all taxes and duties.

14.5 The prices of raw- materials / components will be those at which Bidder actually purchases from their principal suppliers (whose names will be invariably stated) and will not be the landed cost at the Bidder's work including transport or any other charges. The basic price of raw materials so quoted will remain unaltered during the period of validity of bid as well as during the execution of contract.

14.6 Where IEEMA formula is not applicable and where the raw materials such as Steel, Aluminium, Zinc, Lead and Copper are involved the SAIL / TISCO / MUKUND price of steel for Zinc and Copper as published by IEEMA and the BALCO / HINDALCO price of Aluminium will be applicable for price variation. The Base and final prices / indices will correspond to same manufacturers.

14.7 In case of conductors, where the bidder makes his own arrangements to get the Properzi Rod made out of Aluminium, Ingot, the price of Properzi Rod as prevailing at the time of the bidder obtaining the ingot from the primary producers will only be taken into consideration for arriving at the price variation claims irrespective of whatever expenditure the bidder might have incurred in getting the ingot converted into Properzi Rod.

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

15. Taxes and Duties

- 15.1 **A bidder will be entirely responsible for quoting the correct taxes and duties, other local taxes or levies if any, license fees, etc., he has to incur until completion of the contract. For the purpose of evaluation the bidder should clearly indicate the GST and any other taxes and levies payable in the respective columns provided in the price schedule. Failure to furnish the details as prescribed in the price schedule will be loaded as indicated in the evaluation criteria. Entry tax should also indicate by the firms which are situated outside of Andhra Pradesh.**
- 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 APEPDCL 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 APEPDCL will be given credit to that extent.

In case of sub-vendor items Taxes and Duties are inclusive in tender price. No Statutory variation is applicable. Further price variations in respect of Sub-Vendor items will be considered on tender prices.

This is allowed only once during delivery period i.e., at the time of delivery of goods at factory.

17. Bid Currencies:

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

18. Quantity to quote:

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

19. Documents Establishing Bidder's Eligibility and Qualifications

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

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

- (a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (b) that the Bidder meets the qualification criteria listed in Annexure - IV. In addition the Bidder may furnish full particulars regarding supply of the material in question made so far to APEPDCL during the last 5 years and other reputed utilities.

19.1 Documents Establishing Materials / equipment Conformity to Bidding Documents.

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

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

- (a) a detailed description of the essential technical and performance characteristics of the Materials / equipment;
- (b) the bidder should specifically mention about furnishing the test certificates and a specimen form of test certificate should be furnished along with the bid.
- (c) a list giving full particulars, including available sources and current prices of spare parts, special tools etc., necessary for the proper and continuing functioning of the Materials / equipment following commencement of the use of the Materials / equipment by the Purchaser; and
- (d) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsive-ness of the Materials / equipment and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

20. Bid Security

- 20.1 The Bidder will furnish, as part of its bid, a Bid Security in the amount of 2 % of the Total Ex-works value of the materials offered against the bid or the amount specified by the Purchaser. This amount should be paid by way of a crossed demand draft drawn on any Nationalized bank in favour of the Pay Officer APEPDCL and payable at headquarters of the Purchaser. The crossed DD should invariably be furnished along with the bids. Alternatively the bidders may furnish a B.G. in original in lieu of DD as per the proforma attached. Fax / photocopies of the bid security will not be accepted and will be rejected.
- 20.2 The fact of having enclosed bid security by DD / B.G. 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 Deleted.
- 20.5 Payment of BID SECURITY will be waived at the discretion of the APEPDCL 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 APEPDCL will not be considered.**
- 20.6 Deleted.
- 20.7 Requests for exemption from payment of BID SECURITY will not be entertained in any other cases.**
- 20.8 Any bid not secured as above will be rejected by the Purchaser.**
- 20.9 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible i.e. within 10 days after receipt of Advance Stamped receipt by the Purchaser.
- 20.10.1 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract.
- 20.11 The Bid Security may be forfeited:
- (a) if a Bidder:**
- i. Withdraws its bid or alters its prices during the period of bid validity specified by the Bidder on the Bid Form, or
 - ii. Does not accept the correction of errors pursuant to Clause No.30.2; or
 - iii. Offers post Bid rebates, revisions or deviations in quoted prices and / or conditions or any such offers which will give a benefit to the Bidder over others will not only be rejected outright but the original Bid itself will get disqualified on this account and the Bidder's BID SECURITY will be forfeited.
- (b) In the case of a successful Bidder, if the Bidder fails:**

- i. To sign the contract in accordance with Clause No.38.
- ii. To furnish performance security in accordance with Clause No.39.

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

21. Period of Validity of Bids.

21.1 Bids will remain valid for the period of sixty five (65) 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 Bid Security.

22. Tax Clearance Certificates:

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

23. Service Conditions

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

(a)	Maximum ambient air temperature (in shade)	45 ⁰ C
(b)	Maximum ambient air temperature (under sun)	50 ⁰ C
(c)	Maximum daily average ambient air temperature	35 ⁰ C
(d)	Maximum yearly average ambient air temperature	30 ⁰ C
(e)	Maximum humidity	100%
(f)	Altitude above M.S.L.	Up to 1000M
(g)	Average No. of thunder storm days per annum	50
(h)	Average No. of dust storm days per annum	Occasional
(i)	Average No. of rainy days / annum	90
(j)	Average Annual Rain fall	925mm
(k)	Normal tropical monsoon period	4 months
(l)	Maximum wind pressure	150 kg/Sq.M.

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

24. Format and Signing of Bid.

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

D. Submission of Bids

25. Sealing and Marking of Bids.

25.1 The Bidder will seal the original and each copy of the bid in separate envelopes, duly marking envelopes as "ORIGINAL" and the "COPY". The envelopes will then be sealed in an outer envelope.

25.2 The inner and outer envelopes will:

- (a) Be addressed to the Purchaser.
- (b) The sealed cover as well as outer envelop should be super scribed as noted below

25.3 The sealed cover as well as the outer envelope should be super scribed as follows:

- (a) Registration no. of the vendor.
- (b) Bid Enquiry No.
- (c) Due date and time for submission.
- (d) Date and time for opening.
- (e) Payment towards cost of Bid Specification Rs. _____ DD No. ____ Dt. _____
- (f) Payment of Bid Security
 - (i) If paid, give details: D.D. No. _____ Date: _____ / details of B.G. _____
- (g) Whether 65 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 APEPDCL 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.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified. Withdrawal of a bid during this interval may result in the forfeiture of its Bid Security.

E. Opening and Evaluation of Bids

28. Opening of Bids by the Purchaser

28.1 The Purchaser will open all bids meeting above criteria in the presence of Bidders' authorized representatives who choose to attend, at the time, on the date, and at the place specified. The representatives who are present will sign a register evidencing their attendance.

28.2 The Bidders' 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. In case of a discrepancy between soft copy and hard copy, the entries in hard copy will prevail.

30.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in bid which does not constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any Bidder.

30.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

31. Evaluation and Comparison of Bids.

31.1 The Purchaser will evaluate and compare the bids, which have been determined to be Substantially responsive.

31.2 The Purchaser's evaluation of a bid will take into consideration one or more of the following factors

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

The bid may be rejected for the following reasons:

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

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

In addition the Purchaser's evaluation of a bid will take into account the net landed cost of the material at the final destination. For the purpose of evaluation net landed cost is arrived at by adding all elements of the basic price, allowable discount, GST, & any other levies, packing & forwarding, freight charges, insurance (transit & storage) as quoted by the bidder, interest on advance if any, unloading at final destination, erection, servicing and other charges 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 correctly without leaving any column unfilled (see samples form 1). Where taxes and duties are not applicable the bidder should enter "NA". If no 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 No. and PAN No. for the bids above Rs.5.00 lakhs and this must be verified before entering in to 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 place as well as, Transportation to destination stores, packing and forwarding, insurance and all Taxes & other legally permissible duties& levies payable **exclusive of GST.**
- (b) Delivery schedule offered in the bid.
- (c) Deviations in payment schedule from that specified in the general terms and conditions of the contract.
- (d) The cost of components, mandatory spare parts, and service
- (e) The availability of spare parts and after-sales services for the equipment offered in the Bid;

- (f) The projected operating and maintenance costs during the life of the equipment;
- (g) The performance and productivity of the equipment offered; and/or
- (h) Other specific criteria indicated in the Bid Specification.

31.3 (a) The Purchaser's evaluation of a bid will take into account the Net Landed Cost of the Material at destination stores inclusive of all taxes and duties quoted by the Bidder exclusive of GST. It is the responsibility of the bidder to quote all Taxes correctly without leaving any column unfilled. Where not applicable the column may be filled as "NA". If no tax is leviable the same may be filled as "NIL". If any column is left blank the same is loaded with maximum of other eligible Bids. If any overwriting is not attested by the bidder in the price schedule such Bids will be rejected.

31.3 (b) Any statutory variations of taxes and duties and new levies imposed after opening of the bid and before award of the contract will be taken into consideration for the purpose of evaluation.

31.4 A substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. For this purpose superscription, qualification requirement, bid security, validity, delivery, payment term, price schedule, submission of Types test certificates (as per Clause 4 section VI), taxes 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 bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

32.3 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award will result in the rejection of the Bidder's bid.

F. Award of Contract.

33. Post Qualification

33.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

33.2 The determination will take into account the Bidder's financial, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

34. Award Criteria:

34.1 The Purchaser will award the contract to the successful Bidder / Bidders whose bid has / have been determined to be substantially responsive.

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

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

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

- 36.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.

37. Notification of Award

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

38. Signing of Contract:

The Purchaser notifies the successful Bidder that its bid has been accepted. Within 15 (fifteen 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 Fifteen (15) days of receipt of the notification of Contract award. The successful bidder shall furnish 10% of contract value towards performance security which includes 5% delivery performance. In case there are delivery delays, from the available amount up to 5% shall be recovered for not adhering to the scheduled deliveries as per the purchase order obligations and the supplier should recoup the amount so deducted by DD or BG again up to extent of 10% till warranty period is applicable as part of performance guarantee

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 and the Performance Bank Guarantee for proportionate value will be extended 60 days over and above the extended warranty period.

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 Nationalized/Scheduled Commercial bank acceptable to the Purchaser, in the form provided in the bidding documents.

(b) A banker's cheque or crossed DD or Pay Order payable at the Head quarter of the Purchaser in favour of the Purchaser drawn on any Nationalized/ Scheduled Commercial.

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 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 faPTs in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;

(iii) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at 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 purposes of performing the Contract.
- 41.3 Any document, other than the Contract itself, will remain the property of the Purchaser and will be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.
- 41.4 The Supplier will permit the Purchaser or his authorized representative to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Supplier.

42. Patent Rights

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

43. Places / Locations:

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

44. Delivery:

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

45. Inspections and Tests

- (i) The supplier will keep the Purchaser informed in advance of the time of the starting and the progress of manufacture of equipment in its various stages so that arrangement could be made for inspection. The accredited representative of the APEPDCL 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 APEPDCL by Regd. Post and carry out the tests in the presence of representative of the APEPDCL.

- (ii) The APEPDCL 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 APEPDCL
- (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 APEPDCL Officer is completed to the APEPDCL 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 alterations necessary to meet specifications requirements free of costs to the Purchaser.
- (vii) In the case of transformers, instrument transformers and meters inspection will be conducted every year, for the first 5 years on a 2% sample of the quantities supplied. Samples will be collected at random to establish that the guaranteed technical parameters are as per the submitted bid by the supplier. In the case of non-adherence, the purchaser may take suitable action on the supplier including cancellation of vendor registration and banning further dealings, depending on the gravity of the deviation. These random inspections may be entrusted to a third party.

46. Name Plate:

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

47. Packing

- 47.1 The Supplier will provide such packing of the Materials / equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing will be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights will take into consideration, where appropriate, the remoteness of the Materials / equipment' final destination and the absence of heavy handling facilities at all points in transit.

- 47.2 **The packing, marking, and documentation and outside the packages will comply strictly with such special requirements as will be expressly provided for in the Contract and in any subsequent instructions ordered by the Purchaser. The supplier will be required to make separate packages for each**

consignee, each package will be marked on three sides with proper paint / indelible ink with the following;

1. Contract Number
2. Supplier's name
3. Packing list reference number

47.3 The supplier, whenever dispatches material to a destination should prepare the following information in the form of packing slip in quadruplicate and send the same to the consignee and obtain his acknowledgement. The consignee will return to the supplier one copy of the packing slip with his remarks. The proforma of packing slip will be as follows:

PACKING SLIP

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

48. Delivery Documents

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

The latest test certificates containing the result of the tests as per the relevant ISS or other specification stipulated must be submitted to the Chief General Manager (P&MM) 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 supplied under the Contract will be fully insured against loss or damage incidental to manufacture or acquisition, transportation and delivery in the manner specified in the contract and also storage for 45 days at destination at the site or stores before taking into stock.

49.2 The bidder shall a) Initiate and pursue insurance claim till settlement, and b) Promptly arrange for repair and/or replacement of any damaged items in full irrespective of settlement of insurance claim by the under Writers. c) All costs because of insurance liabilities covered under the contract will be to supplier's account. The supplier shall

provide the Purchaser with a copy of all insurance policies and documents taken out by him in pursuance of the 'Contract'. Such copies of documents shall be submitted to the purchaser immediately after such insurance coverage. The supplier shall also inform the Purchaser in writing at least sixty (60) days in advance, regarding the expiry, cancellation and/or change in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

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

The insurance will be in an amount equal to 100% FADS value of Materials / equipment on all risks basis. The policy will have a provision for extension to cover further storage if necessary at destination stores / site at APEPDCL cost. The insurance beneficiary shall be APEPDCL .

50. Transportation

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

51. Incidental Services

51.1 The Supplier may be required to provide any or all of the following services, including additional services, if any.

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

52. Spare Parts

52.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier.

- (a) Such spare parts as the Purchaser may choose to purchase from the Supplier, provided that this election will not relieve the supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
- (c) Advance notification to the Purchaser of the impending termination.
- (d) Time to permit the Purchase to procure needed requirement; and following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

53. Warranty

- 53.1 The supplier will warrant for the satisfactory functioning of the material / equipment as per specification for a minimum period of 18 months from the date of receipt of the material / equipment in good condition.
- 53.2 The Supplier warrants that the Materials / 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 filling or plugging of defective parts will be permitted, unless otherwise specified, they will conform to the requirements of the appropriate Indian, British or American Standards. (Where a standard specification covering the material in question has not been published, the standards of the American Society for testing of Materials should be followed).
- 53.4 The entire designs and construction will be capable of withstanding the severest stresses likely to occur in actual service and of resisting rough handling during transport.
- 53.5 Unless otherwise specified the warranty period will be 18 months from the date of acceptance of the Materials / equipment. The Supplier will, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the supplier will at its discretion either, Make such changes, modifications, and/or additions to the Materials / equipment or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests as per the relevant standards.
- 53.6 The Purchaser will promptly notify the supplier in writing of any claims arising under this warranty.
- 53.7 "Upon receipt of such notice, the Supplier will within 30 days repair or replace the defective Materials / equipment or parts thereof, free of cost at the ultimate destination. The supplier will take over the replaced parts/Materials / equipment at the time of their replacement. No claim whatsoever will lie on the Purchaser for the replaced

parts/Materials / equipment thereafter". In the event of any correction of defective parts 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 30 days reckoned from the date Form-13 i.e. receipt of material / equipment in good condition at the destination / stores 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 The 100% payment mentioned above is subject to on submission of performance security as per Clause 39 by the supplier.**

- 54.3 The supplier should invariably submit test certificates and other documents, the purchaser specifies as soon as dispatch is made so that they can be checked and approved well in advance.

- 54.4 The performance guarantee to be executed in accordance with this specification will be furnished on a stamp paper of value Rs.100/-. The Bank Guarantee will be extended if required suitably. In accordance with the provisions of Clause No.39.

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

- 54.6 When the supplier does not at any time, fulfill his obligations in replacing / rectifying etc. of the damaged / defective materials in part or whole promptly to the satisfaction of the APEPDCL Officers, the APEPDCL reserves the right not to accept the bills against subsequent dispatches made by the supplier and only the supplier will be responsible for any demurrages, wharfages or damage occurring to the consignments so dispatched.**

- 54.7 Payment for the materials supplied will be made by Account payee cheque at head quarters of the paying officer & sent by registered post directly to the address of the supplier or by " Real Time Gross Settlement" duly intimating code no. of the bank & A/c No. along with e-mail address subjected bank**

charges for transfer of funds through, RTGs mode shall be to the account of supplier Only.

55. Prices

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

56. Change Orders

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

57. Contract Amendments

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

58. Assignment

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

59. Delays in Supplier's Performance

- 59.1 Delivery of the Materials / equipment will be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

59.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Materials / equipment, the Supplier will promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser will evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension will be ratified by the parties by amendment of the Contract.

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

60. Penalty for delay in supplies

The time 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 fails to deliver any or all of the Materials / equipment or to perform the Services within the period(s) specified in the Contract, the Purchaser will, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week on the undelivered portion subject to a maximum of 5% of the total value of the contract and applicable rate of GST (i.e 18%) on penalty will be recovered. Once the maximum is reached the Purchaser may consider termination of the contract.

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

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

In cases where new vendors fail to meet the requirement of the Contract there would be no penalty to such vendors but they will be excluded from the next bid for the particular item of the material.

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

61. Termination for Default

61.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- i. If the Supplier fails to deliver any or all of the Materials / equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.
- ii. If the Supplier fails to perform any other obligation(s) under the Contract.
- iii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

62. Termination for Insolvency

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

63. Termination for Convenience

63.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination will specify the termination is for the Purchaser's convenience, the extent to which performance of the supplier under the Contract is terminated, and date upon which termination becomes effective.

63.2 However the Materials / equipment that are complete and ready for shipment within thirty (30) days after the supplier's receipt of notice of termination will be accepted by the Purchaser at the Contract terms and prices.

64. Force Majeure

64.1 The Supplier will not be liable for forfeiture of its performance security, penalty for late delivery , or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

64.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions fires, floods, epidemics, quarantine restrictions, and freight embargoes.

64.3 If a Force Majeure situation arises, the supplier will promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier will continue to perform its obligations under the Contract as far as is reasonably practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

No price variance will be allowed during the period of force meajure.

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 aPTs as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator will be appointed by The Institution of Engineers (India).
 - (b) If one of the Parties fails to appoint its Arbitrator in pursuance of Sub-Clause (a) within 30 days after receipt of the notice of the appointment of its Arbitrator by The Institution of Engineers (India), will appoint the Arbitrator. A certified copy of the order of the Institution of Engineers (India), making such an appointment will be furnished to each to the parties.
 - (c) Arbitration Proceedings will be held at Purchaser's Headquarters, and the language of the Arbitration Proceedings and that of all documents and communication between the parties will be English.
 - (d) The decision of the majority of Arbitrators will be final and binding upon both parties. The cost and expenses of Arbitration Proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc., of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf will be borne by each party itself.
 - (e) Where the value of the Contract is Rs. One Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely The Institution of Engineers (India).
- 65.5 Notwithstanding any reference to arbitration herein,

- (a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser will pay the Supplier any monies due the Supplier.

66. Jurisdiction

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

67. Notices

67.1 Any notice given by one party to the other pursuant to this Contract will be sent to the other party in writing or by 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 purchase. Offers which do not require release of F.E. or procurement of import license by APEPDCL 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 APEPDCL.

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. 5% 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.200

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

PRICE SCHEDULE

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

Free at Destination Stores	GST	Any other	Unit Price	Discount if any	tar Pri ce /P	Re ma rks
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Tender Specification No : EPMPT -20 /2023-24

Ex- Works price per unit	Packing & Forwarding Freight and Insurance		tax / duties (Spec ify)				
7	8	9	10	11	12	13	14

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

Signature of the Bidder

2.a. BID SECURITY FORM

Whereas. (hereinafter called "the Bidder") has submitted its Bid dated (date of submission of bid) for the supply of.(name and /or description of the Materials / equipment) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE.(name of bank) having our registered office at.(address of bank)(hereinafter called "the Bank"), are bound unto.(name of Purchaser) (hereinafter called "the Purchaser") in the sum of _____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of _____ 200 .

THE CONDITIONS of this obligation are:

1. If the Bidder

Tender Specification No : EPMPT -20 /2023-24

- a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b) does not accept the correction of errors in accordance with the Bid Specification, or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
- (a) fails or refuses to furnish the performance security, in accordance with the Bid Specification.
 - (b) fails or refuses to execute the Contract Form if required; or

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after(Specification Date) the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the Bank)

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

3. CONTRACT FORM

THIS AGREEMENT made the. day of. 200 Between.(Name of Purchaser) of the one part and.(Name of Supplier) of the other part:

WHEREAS the Purchaser invited bids for certain Materials / equipment and ancillary services viz.,

.....(Brief description of Materials / equipment and Services) and has accepted a bid by the Supplier for the supply of those Materials / equipment and services in the sum of.(Contract Price in Words and Figures)(hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

TOTAL VALUE: (Rupees _____ only)

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

said.(for the Purchaser)

in the presence of.

Signed, Sealed and Delivered by the

said.(for the Supplier)

in the presence of.

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

4. PERFORMANCE SECURITY FORM

To: _____(Name of Purchaser)

WHEREAS.....(Name of Supplier)
(hereinafter called "the Supplier") has undertaken, in pursuance of Contract
No.....dated.....200 to supply.(Description of Materials / equipment and
Services)
(hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier will
furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as
security for compliance with the Supplier's performance obligations in accordance with the
Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of
the Supplier, up to a total of. (Amount of the Guarantee in Words and
Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to
be in default under the Contract and without cavil or argument, any sum or sums within the limit
of..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show
grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the. ... day of. 2002.

Signature and Seal of Guarantors

.....
Date.2002.

.....
.....
Address:.....
.....
.....

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

5. MANUFACTURERS' AUTHORISATION FORM

No._____dated

To

Dear Sir,

SPECIFICATION No.

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

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

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

Yours faithfully,

(Name)
(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

6. PROFORMA FOR PERFORMANCE STATEMENT

Bid No. _____

Date of Opening _____

Time _____ Hours

Name of the Firm _____

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

Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a Certificate from the Purchaser)

Signature of the Bidder _____

7. DETAILS TO BE FURNISHED BY THE MANUFACTURER

1. Specification No.	:	
2. Name of the Material	:	
3. Bidder's vendor Registration No. for this item	:	
4. Quantity to be procured	:	
5. Last date and time for submission of Bid	:	
6. Date and time for opening of Bid	:	
7. State whether Bid Security is enclosed	:	
8. State whether the quotation is in single part/ Two part	:	
9. State whether 20% minimum quantity is quoted	:	
10. Whether willing to furnish performance B.G. @ 10% if order is placed	:	
11. Whether acceptance APEPDCL delivery schedule. If not, propose Delivery Schedule is to be indicated.	:	
12. Prices whether Firm / Variable	:	
13. Whether any other tax payable. If so give details and the same is included / not included.	:	
14. State whether APEPDCL terms of payment are accepted.	:	
15. Quantity offered for supply	:	
16. State whether 65 days validity offered	:	
17. Whether sample is enclosed (if specified)	:	
18. Whether the material / equipment offered conforms to the relevant APEPDCL Specification	:	
19. Whether accepting the General and Financial Terms and conditions of APEPDCL		
20. Whether you have executed orders of the APEPDCL previously for these items. (Please give details)	:	
21. Similar details in respect of supplies made to other utilities	:	
22. Whether Bid Security exemption letter enclosed in case of government organizations.	:	
23. Whether sales tax clearance certificate enclosed	:	
24. Whether warranty clause is accepted	:	
25. Whether Penalty clause is accepted	:	
26. Scanned, uploaded and attached all the specified documents as per Notice inviting tender details (online version)	:	
27. Details of GST No & PAN no. of the bidder	:	
28. Whether the company Director / Directors have any relationship with EPDCL or any other employees (If Yes, give details)		
29. Whether the company have any sister concerned firms (If Yes, give details)		
30. Whether blacklisting imposed by any power utilities (If yes give details).		

SCHEDULE OF DEVIATION

TECHNICAL

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

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

Place :

Signature of the Bidder :

Date :

Name :

Business address :

SCHEDULE OF DEVIATION

COMMERCIAL

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

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

Place :

Signature of the Bidder :

Date :

Name :

Business address: