

TENDER SPECIFICATION
STN-1486/25-26
FOR
9.1 Mtrs / 280 Kgs PSCC POLES
TO
VARIOUS CIRCLES OF MEDAK STORE
TENDER QUANTITY : 6000 Nos.

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE NO.
I	Notice inviting bids	4-6
II	Salient Features of the Bid	7
III	General Terms and Conditions of Contract	8 to 35
IV	Schedule of Materials	36
V	Technical Specification	37-50
VI	Qualification Requirements	51
VII	Sample Forms	52
1)	Bid Form	53
2)	Bid Security Form	54
3)	Performance Security Form	55
4)	Contract Form	56-57
5)	Performance Statement	58
6)	Details to be furnished by the Manufacturer	59
7)	Schedule of Deviations (Technical & Commercial)	60
8)	Declaration to be given by the company in regard to relation to promoters of blacklisted / debarred companies by any power utilities	61

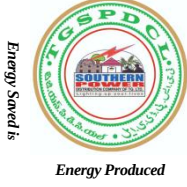
NOTE:

1. Payment terms, Delivery period, Performance Bank Guarantee, applicable GST ” should be in line with the terms and conditions of the specification. If any bidder does not meet any one of the conditions, such tender will not be considered. Please note that the conditional offers are also not considered. Hence the bidder shall submit the tender in line with the terms and conditions of the specification.
2. The bidders shall check the website www.tgsouthernpower.org and www.tender.telangana.gov.in for amendments, if any, upto one day prior to the date of tender opening. The amendments shall be binding on the bidders.
3. The purchaser will not be responsible for any damage that may be caused to the samples at any time.
4. The bidder shall furnish required Bid Security amount and validity as per specification. If the bidder fails to furnish bid security amount and bid validity as stipulated in the specification, such tender bid will not be considered for further evaluation.
5. The prospective bidders shall attend the pre-bid meeting (date and time in NIT) for any queries. The discussed queries shall be submitted in the form of a letter during pre bid meeting or within 24 hrs of pre bid meeting. Any new queries received after pre bid meeting are not liable to be considered.
6. The bid evaluation will be carried out based on the documents uploaded through www.tender.telangana.gov.in against this tender.
7. The Bids received with any details revealing the prices in the Online PQ stage/offline Technical bid or any other mode other than in online commercial bid will be liable for rejected.
8. In e-procurement commercial stage, if F&I charges are applicable then the firm must mention the F&I charges entered are exclusive/inclusive of GST in the remarks section. If not mentioned in remarks F&I charges will be considered as inclusive of GST.
9. EMD Exemption is considered Only for Government firms.
10. Applicable tax collected at source (TCS) is as per Government of India.

Ph : 040 – 23431026, 1033

Sd/-
CHIEF ENGINEER (P&MM)
TGSPDCL

SECTION- I


**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA
LIMITED**
e-Procurement Tender Notice (Paper Notification)

TGSPDCL intends to float tender for procurement of (a) 1Ph Capacitor Cells 220KVAR, 7.3KV (b) 11 KV 5-Way RMUs (c) 3C×95+16+70 sq.mm LT AB XLPE Cable (d) 9.1 m/280 kgs PSCC Poles to Various circle of Medak Stores (e) 9.1 m/280 kgs PSCC Poles to Various circle of Siddipet Stores e-procurement platform.

For further details of each item above, please visit www.tgsouthernpower.org, www.tender.telangana.gov.in

Phone: 040-23431360, 1033, 1035, 1026

SD/-
CHIEF ENGINEER (P&MM)

ONLINE VERSION
Tender Notice No: STN-1486/25-26

Notice Inviting Tender Details		
S.No	Description	
1	Department Name	TGSPDCL
2	Office	Purchases & Material Management Wing, Corporate Office, TGSPDCL.
3	Tender Number	STN-1486/25-26
4	Tender Subject and Quantity (Nos.)	9.1 Mtrs /280 Kgs PSCC Poles to various circles of Medak stores: 6000 Nos.
5	Delivery Schedule	The delivery of materials shall commence within 1 (one) month from the date of receipt of purchase order and complete within 11 (eleven) months thereafter. The rate of monthly delivery may be quoted. The rate of monthly delivery may be quoted.
6	Tender Type	Open
7	Tender Category	NA
8	Bid Security (INR)	(i) The bidder shall furnish, as part of its bid, a Bid security in the amount of 2.36% of the Total Ex-works value of the materials offered against the bid or the amount specified by the Purchaser or part quantity may furnish proportionate bid security (ii) Exemption letter of Bid Security in case of Govt. firms.
9	Bid Security Payable to	In the form of, i. DD in favour of Pay Officer/TGSPDCL/Hyd Or ii. BG in favour of CE/P&MM/CO/ TGSPDCL/HYD from Nationalized/Scheduled bank as per format-II whose validity should not be less than 135 days from the date of opening of tender. Or iii. Online by utilizing the payment Gateway Service on E-procurement platform.
10	Processing Fee (INR)	NIL
11	Transaction Fee	<u>Transaction fee:</u> All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase upto Rs.50 crores and Rs.25,000/- if the purchase value is above Rs.50 crores & GST applicable as levied by Govt. of India on transaction fee through online in favour of TSTS. The amount payable to TSTS is non refundable. <u>Corpus Fund:</u> Successful bidder has to pay an amount of 0.04% on quoted value through demand draft in favour of Managing Director, TSTS, Hyderabad towards corpus fund at the time of concluding agreement.
12	Transaction Fee Payable to	M/s. TSTS, Hyderabad
13	Date & time of pre-bid meeting with manufacturers	12-11-2025 at 11.30 Hrs.
14	Schedule Sale opening date	10-11-2025 from 12:00 Hrs.
15	Schedule Sale closing Date	24-11-2025 Upto 13:00 Hrs.
16	Bid Submission Closing Date & time	24-11-2025 at 13:00 Hrs.
17	Bid submission	On Line
18	Pre-Qualification& Technical Bid Opening Date (Qualification and Eligibility Stage and Technical Bid Stage)	24-11-2025 at 15:00 Hrs.
19	Price Bid Opening Date (Financial Bid Stage)	25-11-2025 at 12:00 Hrs.
20	Place of Tender Opening	O/o Chief Engineer/P&MM/TGSPDCL, 4 th Floor, Corporate Office, Mint Compound, Hyderabad – 500 004.
21	Officer Inviting Bids/ Contact Person	Chief Engineer/P&MM/TGSPDCL/HYDERABAD

22	Address/E-mail id	O/o. Chief Engineer/P&MM, TGSPDCL, 4 th Floor, A-Block, Corporate Office, Mint Compound, Hyderabad – 500 004, cgmppmm@tgsouthernpower.org
23	Contact Details/Telephone, Fax	Ph. No. 040-23431319, 040-23431026
24	Eligibility Criteria	As per Section IV
25	Procedure for Bid Submission	Bids shall be submitted online on www.tender.telangana.gov.in platform 1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.tender.telangana.gov.in. 2. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates. 3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place. 4. The bidders should scan and upload the following documents in support of technical bids. The bidders shall sign on all the statements, documents certificates uploaded by him, owning responsibility for their correctness/authenticity: a) Bid Security should be furnished in the form of DD in favour of Pay Officer/TGSPDCL/Hyd Or BG in favour of CE/P&MM/CO/TGSPDCL/HYD whose validity should not be less than 135 days from the date of opening of tender Or Online by utilizing the payment Gateway Service on E-procurement platform Exemption in case of Govt. firms (As per clause 19.40) b) “GSTR 3B returns” For the last FY. c) Financial Turnover certified by CA for 5 years d) Details of previous supplies along with purchase order and delivery challan copies for 40% qualification requirement as per tender document. e) Performance certificates from purchaser of utilities for 20% qualification requirement as per tender f) Copies of previous supply orders and relevant purchase order copies mentioned in the performance certificates in support of the above. g) Drawings, Guaranteed Technical Particulars of the product, other relevant documents attached to the bid. h) Duly filled and signed proforma as per Format 5. i) Transaction fee payable to TSTS j) Proof of manufacturer, valid certificates of MSMED certificates, NSIC certificates etc., 5. The rates should be quoted in online commercial stage only

		6. The bidders should upload the documents in PDF format only .After uploading the documents the copies of the uploaded statement, certificates, documents, original Demand Drafts or BG in respect of Bid Security (except the Price bid/offer/break-up of GST) are to be submitted by the bidder to the Chief General Manager/P&MM/TGSPDCL so as to reach before the date and time of opening of the technical bid. Failure to furnish any of the uploaded documents, certificates, before the date and time of opening of technical bid will entail in rejection of the bid. 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. 7. The department will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents. 8. The Documents that are uploaded online on e-market place will only be considered for Technical Bid Evaluation. 9. Important Notice to Contractors, Suppliers and Department users (i) In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G.O.Ms.No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC Banks with e-Procurement platform, which provides a facility to participating suppliers/ contractors to electronically pay the transaction fee online using their credit cards.
26	Rights reserved with the Department	TGSPDCL reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore. The TGSPDCL also reserves the right to split the tender and place orders on more than one tenderer at its discretion.
27	General Terms and Conditions	As per tender documents.

SECTION-II
SALIENT FEATURES OF THE BID

SUPERSCRPTION ON THE TENDER COVER

Specification No : **STN-1486/25-26**
 Material : **9.1 Mtrs / 280 Kgs PSSC Poles to various circles of Medak stores**
 Officer to whom the bid will be addressed: **CE/P&MM/TGSPDCL/Hyderabad.**
 Superscription on the bid cover and the outer envelope

- a. Specification No. : **STN-1486/25-26**
- b. Due date and time for online submission : **24-11-2025 upto 13.00 Hrs.**
- c. Date and time of online opening : **24-11-2025 at 15:00 Hrs**
- d. Payment of bid security
 - i) If paid give details: DD No./BG.No. _____ Dt. ____ for Rs. _____
 - ii) If exempted give details in case of Government organization.
- e. Whether 90 days validity offered(yes/no).
- f. Whether bid is made accepting payment terms Clause....(yes/no).
- g. Whether delivery is as per delivery schedule indicated....(yes/no)
- h. Whether the quotation is in two parts (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 features 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)

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

Deviations from standard bidding document

- i. General terms and Conditions of Contract
- ii Technical

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

Sd/-
 CHIEF ENGINEER (P&MM)
 TGSPDCL

GENERAL TERMS AND CONDITIONS OF CONTRACT
Table of Clauses

A	Introduction	10
1	Definitions	10
2	Applicability	10
3	(a) Standards	10
3	(b) Interchangeability	10
4	Scope of Work	10
5	Eligible Bidders	11
B	The Bidding Documents	11
6	Contents of Bidding Document	11
7	Clarification of Bidding Documents	11
8	Amendment to Bidding Documents	11
C	Preparation of Bids	12
9	Language of the Bid	12
10	Cost Associated with Bidding	12
11	Documents Constituting the Bid	12
12	Bid Form	12
13	Bid Prices	12 & 13
14	Variable prices & price variation basis	13-15
15	Taxes	15
16	Statutory Variations	15
17	Bid Currencies	15
18	Quantity to quote	15
19	Documents Establishing Bidders Eligibility and Qualifications	15-16
20	Bid Security	16-17
21	Period of Validity of Bids	17
22	GSTR-3B returns	18
23	Service Condition	18
24	Format and Signing of Bids	18
D	Submission of Bids	18-19
25	Sealing and Marking of Bids	19-20
26	Deadline for Submission of Bids	20
27	Late Bids	20
E	Opening and Evaluation of Bids	20
28	Opening of Bids by the Purchaser	20
29	Clarification of Bids	21
30	Preliminary Examination	21
31	Evaluation and Comparison of Bids	21-24
32	Contacting the Purchaser	24
F	Award of Contract	24
33	Post Qualification	24
34	Award Criteria	24
35	Purchaser's Right to Vary Quantities at Time of Award	24
36	Purchaser's Right to accept any Bid & to reject any or all bids	24
37	Notification of Award	24
38	Signing of Contract	25
39	Performance Security	25
40	Corrupt or Fraudulent Practices	25-26
41	Use of Contract Documents and Information	26
42	Patent Rights	26
43	Places / Locations	26

44	Delivery	27
45	Inspection and Tests	27-28
46	Name Plate	28
47	Packing	28
48	Delivery Documents	29
49	Insurance	29
50	Transportation	29
51	Incidental Services	30
52	Spare Parts	30
53	Warranty	30-31
54	Payment	31
55	Prices	32
56	Change Orders	32
57	Contract Amendments	32
58	Assignment	32
59	Delays in Supplier's Performance	32
60	Penalty for delay in supplies	33
61	Risk Purchase	33
62	Termination for Default	33
63	Termination for Insolvency	34
64	Termination for Convenience	34
65	Force Majeure	34
66	Settlement of Disputes	34
67	Jurisdiction	35
68	Notices	35
69	Foreign Exchanges	35

SECTION-III GENERAL TERMS AND CONDITIONS

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 Section VII and Technical Specification at section-V.

5. Eligible Bidders:

All the Manufacturers who have registered themselves with Department of Industries of State/Central Govt. with full manufacturing and testing facilities for supply of the material / equipment listed in Section No. VII, of Bid specification and meeting the qualification requirements described at section VI 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. Technical Specifications
3. Schedule of Requirements (Delivery Schedule)
4. Bid Form and Price Schedules (online only)
5. Salient Features of the Bid
6. General Terms and Conditions of Contract
7. Qualification Requirements
8. Bid Security
9. Performance Security Form
10. Schedule of Deviations

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

7. Clarification of Bidding Documents

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

8. Amendment to Bidding Documents:

8.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

8.2 All such amendments also would be made available on the website of TGSPDCL and e-procurement website and such amendments will be binding on the respective Bidders.

8.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

9. Language of Bid:

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

10. Cost Associated with Bidding:

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

11. Documents Constituting the Bid:

11.1 The bid prepared by the Bidder will comprise the following components:

- i. Bid Security in accordance with Clause No.20.
- ii. A Bid Form and Price Schedule (only for online commercial stage submission) 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. GSTR-3B Returns
- vi. Schedule of Deviations
 - (a) Commercial
 - (b) Technical

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

12. Bid Form:

12.1 The Bidder will complete the Bid form and the appropriate Price Schedule (only for online commercial stage submission) furnished in the bidding documents, indicating the Materials/equipment to be supplied, a brief description of the Materials / equipment, quantity and prices.

13. Bid Prices:

13.1 The prices quoted shall be **Variable**. Bids will be called for with prices separately for Ex-works value for the goods and freight charges and total cost comprising all taxes & duties and freight & insurance. Price inclusive of packing and forwarding, applicable 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, and insurance (transit and storage at site for 45 days).

Since freight is paid extra, goods are required to be delivered at stores/sites in good condition.

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

13.3 It is the responsibility of the Bidder to inform himself of the correct rates of applicable GST leviable on the materials at the time of bidding.

- 13.4 The proforma credit available to the bidder on the purchases of inputs (raw materials) consequent to the introduction of “MODVAT” Scheme may be taken into account while quoting the prices.
- 13.5 The Bidder shall indicate on the appropriate Price Schedule (online commercial stage submission) 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 **(On-Line commercial stage only)** shall be entered separately in the following manner.

The price of the Materials / equipment quoted EXWORKS and other applicable GST payable on the finished Materials / equipment with individual breakup for applicable GST, packing and forwarding, freight and insurance, etc.

14. Variable prices & price variation basis:

- 14.1 Wherever prices quoted are not firm (variable), prices, applicable GST, freight, Insurance, packing, forwarding and other legally permissible duties and levies shall 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 The quoted price shall be **for the ex-works value of the goods and for freight with clear break up with a condition to deliver the goods at stores/sites and including the transit cum 45 days storage insurance inclusive of all applicable GST.**
- 14.4 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 shall not be the landed cost at the Bidder's work including transport or any other charges. The basic price of raw materials so quoted shall remain unaltered during the period of validity of bid as well as during the execution of contract.
- 14.5 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 on positive side and no ceiling on negative side.
- 14.6 The price for inland transportation, insurance, packing and forwarding and other local costs incidental to delivery of the materials/ equipment to their final destination, which will be approved with the price break-up.

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

14.7 Calculation of the monthly price adjustment as detailed below :

The prices are variable based on and subject to adjustment due to variation in the following factors.

Base Date: will be taken the date one month prior to the date of tender opening. The rates fixed for base date by the Principal Secretary to Government will be given in the Purchase Order.

Cement and Steel Prices:- (i) As per clause 5 (i) & (ii) of the G.O. Ms.No. 94, Dt: 16-04-2008 “The Board of Chief Engineers shall meet on the 5th of every month and will recommend the new price to the Principal Secretary, R&B on the next day of the review for approval. The Principal Secretary, R&B in consultation with the Secretary, Finance (W&P) shall issue an order on the settled new price every month based on the Board of Chief Engineers recommendation.

(ii) The cost/MT of Cement and HT Steel wire 4mm (inclusive of GST) will be adopted as per the GOs released from time to time by Telangana State Govt.

(iii) For the purpose of calculation of price variation, the prices of HT Wire 4mm & Cement shall be taken as these prevailing 30 days prior to the date of delivery.

(iv) For any variation up or down in the price of raw materials/FADS price as defined above of Rupees One in price per MT of Cement and HT Steel wire 4 mm, the corresponding increase or decrease in price per each of finished poles allowable shall be given as below.

Sl.No.	Type of Pole	Cement	HT Steel Wire 4 mm
1	9.1 Mtrs/280 Kgs PSCC Poles	127.27	16

(v) Applicable price variation = 127.27 (C2-C1) + 16 (S2-S1)

Where C2 – Cost of Cement one month prior to the date of delivery

C1 – Cost of Cement during base month as per tender

S2- Cost of HT Steel wire one month prior to the date of delivery

S1 – Cost of HT Steel wire during base month as per tender.

(vi) The date of delivery for the purpose of price variation shall be date on which the material is notified as being ready for inspection (in the absence of such notification the date of manufacturers dispatch note shall be considered as the date of delivery)

(vii) As far as practicable, prices will be revised (upward or downward) abinitio, to take care of any variation in prices of raw materials as defined above but if for any reason it is not found to be practicable, the deliveries shall be effected at the contracted price and price variation claimed if any can be subsequently through a supplementary bill which will be paid as per the Purchase Order terms and after approval by TGSPDCL. If at any time any documentary evidence, proofs of certificate in regard to the P.V. bill is received by TGSPDCL. The supplier shall have to documentary evidence, proof or certificate in regard to the price variation bill is required by TGSPDCL, the supplier shall have to furnish the same.

(viii) In case of negative price variation, if release of G.O. is delayed, the difference amount will be recovered from subsequent bills. If subsequent bills are not available, the same will be recovered from 10% PBG amount of any contract of the supplier or he/firm has to pay the amount in the form of TGSPDCL.

(ix) If not complied with the above, the firm will be disqualified in subsequent tenders and the blacklisted at the discretion of TGSPDCL.

14.8 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 on positive side and no ceiling on negative side.

14.9 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.

- 14.10 Dates for the purpose of regulating price variation in respect of cement and steel is the date one month prior to the date of offering the material for inspection and the base date. The inspection calls shall be regulated as per delivery schedule.
- 14.11 As per clause 5 (ix) of the G.O. Ms. No. 94, Dt. 16-04-2008, "The adjustment scheme will be applied in all cases where the variation between the estimated rates and Board of Chief Engineers approved rates (increase or decrease) is more than 5% for the month.

15. Taxes and Duties

- 15.1 A bidder will be entirely responsible for quoting the correct 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 applicable and any other levies payable. Failure to furnish the details leads to loading as indicated in the evaluation criteria.
- 15.2 If the rates of statutory levies assumed by the Bidder are less than the actual rates prevailing at the time of bidding, the Purchaser will not be responsible for such errors. If the rates of statutory levies assumed by the Bidder are later proved to be higher than the actual / correct rates prevailing at the time of bidding, the difference will be passed on to the credit of the Purchaser.
- 15.3. Deemed Export Benefits: This is not applicable for local purchases with TGSPDCL funds.

16. Statutory Variations

Any variation up or down in statutory levy or new levies introduced after signing of the contract under this specification will be to the account of TGSPDCL provided that during delivery schedule. 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 TGSPDCL will be given credit to that extent.

In case of subvendor items Taxes 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 shall be quoted in Indian Rupees; and will be paid in Indian Rupees Only.

18. Quantity to quote:

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

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

- (a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

- (b) that the Bidder meets the qualification criteria listed in Section IV. In addition the Bidder may furnish full particulars regarding supply of the material in question made so far to TGSPDCL during the last 5 years and other reputed utilities.

19.1 Documents Establishing Materials / equipment Conformity to Bidding Documents.

The Bidder shall 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 responsiveness 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 shall furnish, as part of its bid, a Bid security in the amount of 2.36% of the Total Ex-works value of the materials offered against the bid or the amount specified by the Purchaser or part quantity may furnish proportionate bid security.

- 20.2 The fact of having enclosed bid security by **DD/BG/Online** along with the bid should be clearly super scribed on the bid envelope. **In case of BG, the bid security is to be furnished for an amount of 2.36% of Total ex-works value.**

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 Payment of BID SECURITY will be waived at the discretion of the TGSPDCL 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 TGSPDCL will not be considered.

Existing Bid Security exemption deemed to be withdrawn.

- 20.5 Requests for exemption from payment of BID SECURITY will not be entertained in any other cases.
- 20.6 Any bid not secured as above will be rejected by the Purchaser.
- 20.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.
- 20.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract.
- 20.9 **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.
- 20.10 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.

Note : The bidder shall furnish required Bid Security amount and validity as per specification. If the bidder fails to furnish bid security amount and bid validity as stipulated in the specification, such tender bid will not be considered for further evaluation.

21. Period of Validity of Bids.

- 21.1 Bids shall remain valid for the period of ninety (90) days from the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period will be rejected.
- The bidders should clearly super scribe on the sealed envelopes of the bids about the validity. Bids not containing superscription of validity will be rejected and returned unopened.
- 21.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to will be made in writing (or by cable). The Bid Security provided under Clause No.20 will also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security.

22. GSTR-3B Returns :

- 22.1 Copies of Income Tax, GSTR-3B returns 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 shall prepare an original bid, clearly marking "ORIGINAL BID".
- 24.2 The original bid shall 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. Submission, Sealing and Marking of Bids.**

- 25.1 The tenderers are required to submit their bids in two parts as under:

- | | | |
|-----|--------------|---|
| (i) | Part-I (a) : | Bid Security, Technical & Qualification Requirements. |
| | (b) : | Technical Bid shall contain full technical particulars and commercial terms and conditions but without prices. This should not contain any cost information whatsoever. |

Part-II :Price Bid - containing Price **(shall be in on-line commercial stage only)**

Bids received with any details pertaining to prices in the offline mode will be liable for rejected.

- (ii) The Part-I of the tender should be furnished in a sealed cover superscribing tender enquiry number, name of material, name of the bidder and date of tender opening.
- (iii) Part-I of the bid will be opened on the due date of tender opening. In case the bidders have been granted Bid Security exemption (Clause-20.4), documentary evidence for the same must be furnished. The firms whose Bid Security is not received as specified in the tender document, the price bids will not be opened and their bids will be rejected summarily.
- (iv) The price bids of only those bidders whose technical bids, on examination, are determined to be technically and commercially acceptable and meeting the specified Qualification Criteria will be opened at a later date.

Sealing and Marking of Bids.

25.2 The Bidder shall seal the original bid in envelope.

25.3 The inner and outer envelopes will be addressed to the Purchaser.

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

- (a) Bid Enquiry No.
- (b) Due date and time for online submission.
- (c) Payment of Bid Security
 - (i) If paid, give details: D.D. No. Date:
 - (ii) If not paid or exempted, give details.
- (d) Whether 90 days validity offered.....YES / NO
- (e) Whether the quotation is made accepting Payment terms clause YES/NO
- (f) Whether the delivery is as per delivery schedule indicated.... YES/NO
- (g) Whether the sample (if specified) has been enclosed/ sent...YES/NO
- (h) Whether the bid is quoted in two parts (clause 24.1).... (YES/NO)

25.5 Bids not super scribed as above are liable to be rejected.

25.6 The Bidder shall invariably complete the Bid in full. Details to be furnished by the bidder and Schedule of Prices (to be submitted online only) attached to the specification and enclose the same to the bid without fail.

25.7 The bids shall be in bound volumes (With the documents in the volume not detachable). All pages of the bid except in-amended printed literature shall be initiated by the person/persons signing the bid. The page number shall be referred in Index. All pages including literature, type test reports of the bid shall be numbered and the page numbers shall be continuous. Soft copy of the technical and commercial bids and designs with drawings shall be given in Floppy disc/CD also. Summary sheet in the given format on the top of the bid duly signed and sealed by the bidder.

25.8 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 TGSPDCL will not be responsible for any postal or any other transit delays.

- 25.9 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.
- 25.10 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 25.11 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, at the time, on the date, and at the place specified.
- 28.2 The Bidders' names, bid modifications or withdrawals, 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 shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

30. Preliminary Examination

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

Note : Payment terms, Delivery period, Performance Bank Guarantee, GST ” should be in line with the terms and conditions of the specification. If any bidder does not meet any one of the conditions, such tender will not be considered. Please note that the conditional offers are also not considered. Hence the bidder shall submit the tender in line with the terms and conditions of the specification.

31. Evaluation and Comparison of Bids.

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

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

1. Not in the prescribed form
2. Insufficient bid security or bid not accompanied by the required bid security or proof of bid security exemption

3. Bids not properly signed
 4. The bidder is a vendor who is banned from further business transactions and the period of ban is still in force.
 5. Bid received after the due date and time
 6. The bid is through telegram or fax
- 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.
 - 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 will 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;
 - (f) The performance and productivity of the equipment offered;
 - (g) 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, excise duty & any other levies, packing & forwarding, freight charges, insurance (transit & storage) as quoted by the bidder, interest on advance if any, erection, servicing and other charges and **inclusive of GST** as called for.

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

The following criteria may be adopted for GST for evaluation

- a. It is the responsibility of the bidder to quote all taxes and GST correctly without leaving any column unfilled. Where taxes and duties are not applicable, the bidder should enter “NA”. If no GST 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. & PAN No. for the bids above Rs.5.00 Lakhs and this must be verified before entering into contract.**
- Prior to detailed evaluation, the responsiveness of each bid will be determined. A substantially responsive bid is one that conforms to all the terms and conditions of the bidding documents without material deviations. For this purpose superscription, qualification requirement, bid security, validity, delivery, payment terms, price schedule, GST will be deemed to be the critical provisions and deviations in any one of these items will be deemed to be a material deviation.

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

- (a) Bid price, which will include all, costs of manufacture and services at manufacturing place as well as, Transportation to destination stores, packing and forwarding, insurance and all Taxes & other legally permissible duties & levies payable.
 - (b) Delivery schedule offered in the bid.
 - (c) Deviations in payment schedule from that specified in the general terms and conditions of the contract.
 - (d) The cost of components, mandatory spare parts, and service
 - (e) The availability of spare parts and after-sales services for the equipment offered in the Bid;
 - (f) The projected operating and maintenance costs during the life of the equipment;
 - (g) The performance and productivity of the equipment offered; and/or
 - (h) Other specific criteria indicated in the Bid Specification.
- 31.3(a) The Purchaser’s evaluation of a bid will take into account the Net Landed Cost of the Material at destination stores **applicable GST** quoted by the Bidder. It is the responsibility of the bidder to quote all GST correctly without leaving any column unfilled. Where not applicable the column may be filled as “NA”. If no GST is le-viable the same may be filled as “NIL”. If any column is left blank the same is loaded with maximum of other eligible Bids.

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 terms, price schedule, taxes and duties will be deemed to the critical provisions and deviations in any one of these things will be deemed to be a material deviation.

32. Contacting the Purchaser.

32.1 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.

32.2 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 upto 50%, the quantity of Materials / equipment and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

35.2 The purchaser reserves the right to vary the ordered quantity by +/- 50% during the execution of the contract.

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

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

37. Notification of Award

37.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the Successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

- 37.2 The notification of award will constitute the formation of the Contract.
- 37.3 Upon the successful Bidder's furnishing of the performance security, the Purchaser enters into contract with successful Bidder / Bidders. The Purchaser will notify each unsuccessful Bidder and will discharge its Bid Security.

38. **Signing of Contract:**

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

39. **Performance Security:**

- 39.1 Within Fifteen (15) days of receipt of the notification of Contract award. The successful Bidder will furnish to the Purchaser the performance security for an amount 10% of the contract value for proper fulfillment of the contract, which will include the warranty period, and completion of performance obligations including Warranty obligations. The Performance Security will cover 60 days beyond the date of completion of performance obligations including Warranty obligations.

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 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 bank**.

- 39.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days after the expiry date.

- 39.5 **Failure of the successful Bidder to comply with the above requirement will entail cancellation of the award and forfeiture of the Bid Security and the balance to make up the performance security deposit will be deducted from pending payments if any due to the tenderer from TGSPDCL on other orders in addition the company will also become liable for being blacklisted by TGSPDCL.**

40. **Corrupt or Fraudulent Practices**

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

(i) “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution, and

(ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the 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 indicated. The preferred delivery time, which is the essence of this specification, is indicated in the schedule. Final deliveries are however, subject to confirmation at the time of Contract. Delay in delivery of materials FADS – (Free At Destination Store) due to non-availability of railway booking, non-allotment of wagons and any such reasons will not be considered. It is the responsibility of the supplier to make alternative arrangements for transporting the materials by road or rail so as to see that the material reaches the destination within the stipulated period. The Purchaser reserves its right to defer the delivery date at any time after orders are placed without any change in the conclusion of contract other conditions supply. The delivery period, which will be reckoned from the date of the Contract, will be guaranteed under penalty as in Clause 60.

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 TGSPDCL 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 TGSPDCL by Registered Post and carry out the tests in the presence of representative of the TGSPDCL.
- (ii) The TGSPDCL 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 TGSPDCL. In case of material, not of acceptable quality or not conforming to the specification, the materials will be rejected. You have to re-offer the material for inspection. In such a case the 2nd inspection charges are to the suppliers account. In case the materials are rejected in the 2nd inspection also, the TGSPDCL reserves the right to cancel the order.
- (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 TGSPDCL Officer is completed to the TGSPDCL 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 to 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.

(viii) **Inspection not carried OUT due to non-readiness of the material even after contacting/confirmed over phone from the supplier about availability of material and physical verification at the supplier premises, the charges @ 0.21% of Ex-works price of material offered for inspection (inclusive of GST, travelling expenses, boarding and lodging charges at the place of inspection and all incidental charges) shall be paid by supplier subject to a maximum of Rs.10,000.00.**

46. Name Plate:

Equipment should be provided with name plate giving full details of manufacture, capacities and other details as specified in the relevant IS or other specification stipulated. The contract No. and date and year of supply and the words “**TGSPDCL**” 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 IS or other specification stipulated must be submitted to the CHIEF ENGINEER(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 and also storage for 45 days at destination 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 TGSPDCL cost. **The insurance beneficiary shall be of TGSPDCL.**

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 Purchaser 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 the special guarantee sought in technical specification. 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 materials 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 defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material will be extended to a further period of 12 months.
- 53.8 If the Supplier, having been notified, fails to remedy the defect(s) within the above period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense duly deducting the expenditure from subsequent bills / bank guarantee and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 54. Payment**
- 54.1 **100% payment along with F&I, GST will be made on or after 30 days reckoned from the date of receipt of material/ equipment at destination/ stores (i.e., 103 entry in SAP module),** duly transferring the said amount to the bank account of the supplier by the purchaser bank. The supplier will have to predefine the Bank Account details before entering into contract for electronic transfer of Payments.
- 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 TGSPDCL due to any other reason, when it is not possible to recover such amounts under the contract resulting out of this specification, the TGSPDCL reserves the right to collect the same from any other amount and / or Bank Guarantees given by the company due to or with the TGSPDCL.
- 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 TGSPDCL Officers, the TGSPDCL reserves the right not to accept the bills against subsequent dispatches made by the supplier and only the supplier will be responsible for any demurrages, wharfages or damage occurring to the consignments so dispatched.

55. Prices

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

56. Change Orders

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

57. Contract Amendments

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

58. Assignment

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

59. Delays in Supplier's Performance

- 59.1 Delivery of the Materials / equipment will be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 59.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Materials / equipment, the Supplier will promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser will evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension will be ratified by the parties by amendment of the Contract.
- 59.3 Except as provided under force majeure clause a delay by the Supplier in the performance of its delivery obligations will render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.
- 59.4 **“Notwithstanding anything to the contrary herein and to the extent permitted by the law, the aggregate liability of Bidder to the Employer, whether in contract, tort (including negligence) or otherwise, will be limited to 100% of the total contract value.”**

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.65, 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 cost of the undelivered portion within the scheduled time. The number of days would be rounded off to the nearest week and penalty calculated accordingly. Once the maximum is reached the Purchaser may consider termination of the contract.

The check measurement date i.e., the date of receipt of materials at destination stores in good condition will be taken as the date of delivery. For calculation of penalty, the date of receipt of material at the destination stores is the date of delivery subject to the condition that the goods/ material is received in good condition. 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. Risk Purchase:

In case of supplier who has not adhered to the delivery schedule, the TGSPDCL reserves the right to purchase the balance quantity from the open market/floating another tender and recover the extra expenditure thus incurred from the supplier.

62. Termination for Default

62.1 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.

62.2 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.

63. Termination for Insolvency

- 63.1 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.

64. Termination for Convenience

- 64.1 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.
- 64.2 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.

65. Force Majeure

- 65.1 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.
- 65.2 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.
- 65.3 If a Force Majeure situation arises, the supplier will promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier will continue to perform its obligations under the Contract as far as is reasonably practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

66. Settlement of Disputes

- 66.1 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.
- 66.2 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.
- 66.3 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.

66.4 Arbitration proceedings will be conducted in accordance with the following rules of procedure. The dispute resolution mechanism will be as follows:

- (a) In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference will be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal will consist of three Arbitrators one each to be appointed by the Purchaser and the supplier the Third Arbitrator will be chosen by the two Arbitrators so appointed by the parties and will act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a 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).

66.5 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 to the Supplier.

67. Jurisdiction

67.1 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.

68. Notices

68.1 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.

68.2 A notice will be effective when delivered or on the notice's effective date, whichever is later.

69. Foreign Exchange

69.1 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 TGSPDCL 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 TGSPDCL.

SECTION – IV
SPECIFICATION NO. STN-1486/25-26

SCHEDULE OF MATERIALS

Sl. No.	Description of Material	Qty. (Nos.)	Stores
1	9.1 Mtrs/280 Kgs PSCC Poles to various circles of Medak stores	6000	FADS at TGSPDCL stores

- Note:**
- (1) The Prices shall be variable with 50% ceiling limit on positive side and there is no limit on negative side with base date .
 - (2) The month wise delivery may be quoted.
 - (3) Delivery shall commence within one month and complete in eleven (11) months thereafter from the date of issue of purchase order based on the requisitions from the field officers. However if there is urgency of material by TGSPDCL, the delivery schedule mentioned will be reduced as per requirement.
 - (4) The tenderer should quote the rates at TGSPDCL destination stores in various circles of **Medak stores** (i.e., delivery anywhere in **Medak** District).
 - (5) Only manufacturers need to quote against the tender and quotation from traders and manufacturer's agents are liable for rejection.

Sd/-
CHIEF ENGINEER (P&MM)

SECTION-V (STN-1486/25-26)
TECHNICAL SPECIFICATION FOR PRESTRESSED CEMENT CONCRETE POLES
(PRETENSIONED TYPE)

1. Scope

1.1 This specification covers the manufacture and supply, delivery at site of pretensioned prestressed cement concrete poles as per specifications No.IS:1343 and IS 1678 – 1978 and as amended up to date and including all other relevant standards.

2. Design

2.1 The poles shall be manufactured in accordance with TGSPDCL design & drawing enclosed. The poles are designed to withstand the working loads of 280Kgs. length 9.1M length respectively acting at 0.6M from top of the poles and the planting depth of the poles being 1.5 M below ground level. Where the bidder wants to submit his own design which are economical, the load indicated by the TGSPDCL shall be adopted and detailed calculations shall be submitted to the TGSPDCL for approval along with his tender. Otherwise, it shall be construed that the bidder's prices are for the TGSPDCL design only and any subsequent change in design shall be subjected to the approval of TGSPDCL as laid down in this specification and the price shall be reduced by the difference in cost of various ingredients as per the estimated cost of the same at SSR rates in case of reductions and no extra rates as payable in case of any increase whatsoever.

2.2 The manufacturing process to be adopted for mass production shall be with the specific prior approval of the TGSPDCL.

2.3 The contractor should supply 6 Nos. of poles in each category of length for testing against design load adopted. On being found satisfactory, design will be accepted for further production. In case of failure in tests the firm will have to supply additional 6 Nos. poles in each category for further tests.

3. Materials

3.1 Steel

3.1.1 The properties of the tensile steel as 6003/1970 along with test certificates shall be verified by the Engineer and approved before commencing manufacture. In the absence of test reports three samples shall be selected in the presence of the Engineer and tests conducted in an approved laboratory. The TGSPDCL has the right to have the steel in stock tested periodically at the cost of the tenderer.

3.1.2 The ultimate tensile strength of steel for 4mm wire shall not be less than 175 Kg/mm^2

3.2 Cement

3.2.1 The cement used shall conform to IS 269-1976 (specification for ordinary and low heat Portland cement) for the following minimum requirements.

- (i) Initial setting time not less than 30 minutes.
- (ii) Final setting time not more than 600 minutes.
- (iii) The minimum compressive strength of standard mortar cube with graded sand as per IS : 650-1966 (1st revision) at 7 days shall be 220 kg / sq.cm).

3.2.2 As far as possible, the cement shall be obtained from one source to minimize variation in the quality. A test certificate shall cover each consignment. Each consignment of cement shall be stocked separately and shall be clearly identified.

3.2.3 Before using a particular type of cement, a minimum of 3 trial cubes shall be made with aggregate grading as followed for the approved design mix and the average compressive strength results at 7 days shall be determined to assess the suitability of the cement. Any other suitable quick testing method may be adopted with the approval of the Engineer.

3.3 Aggregate :

3.3.1 For adequate control of concrete, the coarse aggregates shall be classified into two sizes, and the requisite proportions of each size shall be used in making the concrete. Each size of graded aggregates shall be stocked in different storage bins or stock piles and shall be mixed only after the quantity required for each size has been separately weighed. The storage bins or stock piles shall be under cover protected from weather.

3.3.2 The quality of the aggregate shall conform to IS : 383 – 1970.

3.4 Concrete

3.4.1 The concrete shall be of controlled quality with the normal maximum size of aggregates limited to 20mm.

3.4.2 Two granulometric curves for aggregates shall be plotted by the manufacturer showing the limits of grading according to the types and sizes of the aggregates proposed to be used to achieve the requisite strength of concrete. The curves and the proposed water cement ratio shall be got approved by the Engineer before commencing manufacture. The actual granulometric curves for aggregates used in manufacture shall lie within these limits. To ensure, a compliance with this requirement, the granulometric curves shall be plotted and checked every day before commencement of concreting. Whenever there is change in source or quality of aggregate and cement, fresh granulometric curves shall be plotted and got approved by the Engineer. The water cement ratio should preferably be as low as possible aiming at zero / no slump and should preferably be between 0.33 to 0.37. the moisture content in fine aggregates shall be determined daily and the required quantities of water to be added in the concrete mix shall be determined.

3.4.3 The mix design shall be in accordance with the provisions of clauses 208 to 210 of British standard code of practice (CP 110/1972 and the standard deviation shall be taken as 66N/sq.mm).

4. Design.

4.1 The strength of the concrete shall be as below :

4.1.1 Compressive strength at 28 days : The work test cube crushing strength of the concrete shall not be less than 400 Kg/sq.cm. The specified strength of the mix to be used in the works is 400 kg/sq.cm. The designed target strength of the mix is 466 kg./sq.cm.

4.1.2 Compressive strength at transfer : The works cube compressive strength at transfer of prestress shall not be less than 200 kg/sq.cm under conventional water curing process.

4.2 A minimum of 6 test specimens of 15 Cm cubes shall determine the compressive strength of concrete at each stage. The compressive strength stipulated above shall be based on the lowest cube test result of the 6 test specimens. This shall, however, be relaxed to the second lowest cube test result in case the number of test specimens is increased to a minimum of 12 at each stage.

4.3 The final working stresses in concrete shall be limited as follows :

- (i) Maximum permissible compressive stress shall be limited to 0.4 of the minimum works test cube crushing strength specified.
- (ii) Tensile stress shall be limited up to 5.3 N/sq.mm due to working load moment / first crack moment and 3.0 N / sq.mm due to average permanent load moments respectively.

5. Manufacture

5.1 Moulds

5.1.1. Moulds shall be of steel and shall be rigid construction to prevent distortion. The moulds shall not allow any leakage of cement grout in casting. The holes in the end plates, for the H.T. wires shall be accurately drilled by jig to ensure interchangeability.

5.1.2 In the case of the long line method of manufacture the casting bed shall have provision to ensure correct alignment of the moulds. The moulds shall be free to move / slide along the line to permit transfer of prestressing force along the line without restraint.

5.2 Stretching of wires

5.2.1 The prestressing wires shall be stretched by an approved method. In the stretching of the H.T.S. Wires, the tensile stress in the wires shall not exceed 80% of the specified minimum ultimate tensile strength. The anchoring of the stretched wires shall be such that during manufacture and until the wires are released, no slipping occurs.

5.2.2 The tensioning of prestressing steel shall be carried out in a manner that will induce a smooth and even rate of increase of stress in the wires.

5.2.3 The force induced in the prestressing wires shall be determined by means of calibrated gauges only attached to the tensioning apparatus and cross-checked by extension of the wires observed. The extension to be achieved shall be determined in advance based on trials conducted on representative samples of the wires used in the poles. The force to be adopted for stretching each wire shall allow for the frictional resistance encountered in stretching.

5.3 Mixing and consolidation of concrete

5.3.1 Provision shall be made to measure the quantities of cement and of fine and coarse aggregates by weight only. The accuracy of the measuring equipment shall be 3%. All the measuring equipment shall be maintained in a clean, serviceable condition and its accuracy checked regularly. Volume batching shall not be permissible. Modern high speed mixer preferably pan or Turbine type, approved by the Engineer shall be used for mixing the concrete.

5.3.2 Mixing and placing of concrete shall as far as possible be avoided during the extreme temperature in summer and winter. The concreting shall commence within one hour of stressing of the wires. Failing which the High Tensile wires shall be checked and re-tensioned if necessary.

5.3.3 The manufacture of poles shall be done under suitable cover and the poles shall not be cast in the open.

5.3.4. The concrete shall be thoroughly mixed and consolidated by means of high frequency vibrators. The extent of vibration required for obtaining full consolidation should be determined on actual field trials.

5.3.5. The freshly cast poles shall be protected during the first stage of hardening from the harmful effects of sunshine, dry winds, cold and rains.

5.4. De-tensioning of wires :

5.4.1 The anchoring system shall provide a device for gradual de-tensioning of the wires. No back pulling of the wires shall be permitted in the gradual de-tensioning device for the purpose of release of any wedge or other parts of the de-tensioning device. Flame cuttings of the wires before release of the full tension shall be strictly prohibited.

Tensioned wires, untensioned wires and earth wire should to be provided as per the approved drawing.

5.4.2 The transfer of prestress shall not be effected until the concrete in the pole has attained the strength specified in Clause-4 above as established by control on cubes specified in Clause 6.3.1.

5.5. Curing

5.5.1 The curing of the concrete shall be by water curing till the strength for transfer prestress is attained. The curing of poles shall be carried out by covering the poles with empty gunny bags and constantly wetted prior to de-tensioning and after de-tensioning the poles are cured in the ponds for balance specified period. The poles during this period of curing shall not be allowed to dry out at any cost. In case the bidder resorts to steam curing, the curing cycle may be got approved by the Engineer.

5.6 Earthing :

5.6.1 Earthing shall be provided by having a length of 8.00 SWG GI wire embedded in concrete during manufacture and the ends of wire left projecting from the pole to a length of 100mm at 250mm from top and 150mm below ground level.

5.6.2 The earth wire shall not be allowed coming into contact with pre-stressing wires.

5.7 Supervision :

5.7.1 A competent and qualified person shall be employed by the manufacturer, whose duty will be to supervise at all stages of the placement of the concrete. All tests on materials the making and testing of cubes, the maintenance and calibration of all mixing and measuring plants and gauges shall be carried out under his direct supervision. He shall also maintain a direct record of the quantities, proportions and source of supply of aggregates used, nature and duration of curing actually done, the results of internal as well as external tests etc. These records shall be kept available for scrutiny by the Engineer at all times. The name of the competent person shall be intimated to the Engineer before commencing manufacture.

5.8 Tolerance :

5.8.1 The tolerance on overall length of the poles shall be +15mm. The tolerance on cross-sectional dimensions shall be +3mm. The tolerance on uprightness of the poles shall be 0.5 percent.

5.9 Finish :

5.9.1 All poles shall be free from surface defects including hair cracks. The surface of the poles in contact with the steel moulds shall be smooth and regular in shape, and as far as possible, be free from pores. Water retaining pockets or honey combing formations shall not be admissible.

5.9.2 The ends of the prestressing wires shall be cut as close to the surface of the pole as possible and in any case, shall not project more than 3mm.

5.9.3 The ends of high tensile steel wires shall be given two coats of suitable epoxy or anticorrosive paints approved by the Engineer.

5.10 Stacking in Lots :

5.10.1 After the poles have been checked both dimensionally and from the point of view of finish they shall be stored at a convenient place in lots, each lot comprising of all poles cast together and de-tensioned simultaneously in one long line (of single or multiple moulds).

5.10.2 The poles shall be stacked on leveled and consolidated grounds, on one another upto a height corresponding to not more than 15 poles. Each pole shall be separated from the other vertically by wooden battens of size 50 mm x 50 mm to ensure that the poles are stacked evenly without damages.

6.0. Inspection and Testing.

6.1 Inspection :

6.1.1 The supplier shall supply at his expense all the poles required for tests and for retest, samples of materials and all labour, machines, tools, gauges, apparatus, forms of test reports etc., and all things which may be necessary or required by the Engineer for carrying out any or all of the checks and tests mentioned in the specifications and shall tender all reasonable assistance in making such checks and tests.

One pole for every 200 poles shall invariably be tested to destruction.

6.1.2 All pressure gauges and measuring dials on the compression test machines, pre-tensioning equipment static bending test machine, weight batching machine shall be got checked and calibrated regularly as directed by the Engineer by an independent agency and the adjustment certificates shall be furnished to the Engineer. The frequency of calibration of different gauges is given below.

Frequency for calibration of different gauges and testing equipment.

- | | |
|-------------------------|---|
| 1. Cube testing machine | : Once in six months. |
| 2. Weight | : Every week or after casting 500 poles whichever is earlier. |
| 3. Pole testing machine | : After testing 250 poles on machine jack or three months whichever is earlier. |
| 4. Tensioning jack | : Every three months or after tensioning 5000 poles whichever is earlier. |
| 5. Dimensional gauges | : Three months or after checking 5000 poles whichever is earlier. |

6.1.3 The Engineer shall have free access at all times to the works in which the poles are manufactured. They shall be at liberty to inspect the manufacture at any stage and to reject any material or work, not conforming to the terms of this specification.

6.2 Check and Tests :

6.2.1 In addition to the control checks exercised on the materials and manufacturing process specified in clauses 3&4 above, the concrete and finished pole shall be subject to the following periodical checks and tests.

1. Compressive strength test of concrete at 20 days.
2. Compressive strength test of concrete of detensioning.
3. Modulus of Rupture test of concrete.
4. Check for dimensional tolerances and surface finish of poles.
5. Static bending strength test of poles.

6.2.2 For the purpose of testing and acceptance of poles each lot shall be as defined in Clause 5.9.1 above.

6.2.3 Pole to be tested shall be selected at random by the Engineer. One hour before the tests, the poles shall be given a coat of lime wash in order to make the cracks easily visible. The poles shall be tested as per the proforma vide Annexure II, III & IV.

6.3 Compressive Strength tests of concrete.

6.3.1 Test cubes of size 15 cm x 15 cm x 15 cm shall be made and consolidated from the same concrete simultaneously with the poles. The cubes shall be cured along with the poles in the same manner and tested prior to transfer of prestress, to check that the concrete has developed the requisite minimum compressive strength specified at transfer. The remainder of cubes shall be cured as specified in IS-456-1964 and tested at the end of 28 days to determine the concrete strength at that age. The prestress will be released only if the concrete has attained the minimum strength at transfer.

6.4 Modulus of rupture test of concrete

6.4.1 The modulus of rupture test of concrete shall be carried out on concrete poles as specified in IS-516. The results obtained shall be supplied to the Engineer for information.

6.5 Check for dimensional tolerance and finish.

6.5.1 The poles shall be examined visually for finish and free from surface defects. The dimensional tolerances specified, directed by the Engineer.

6.6 Static Bending Strength test of poles.

6.6.1 The following cracking failure moments of the poles shall be ascertained by recording the corresponding loads.

1. First crack moment.
2. Failure moment.

6.6.2 The cracking moment shall be that moment, at which when a load is applied on the pole for testing as in Clause 6.6.4 below, the poles just begins to develop hair line crack(s) barely perceptible to the naked eye of a length of 15mm and above. The failure moment corresponding to that load beyond which a further load increment shall be no longer possible due to the progressive deflection of pipe.

6.6.3 The loading arrangements for conducting the static bending strength tests shall be with the load applied at 0.6m from top of the pole. Bottom supports shall be carefully fixed to avoid un-even leveling and the bearing surfaces shall be proper to ensure uniform line contact with concrete surface. Any roughness and unevenness of concrete in the tearing are shall be made up with plaster of Paris gypsum or suitable rubber packing. The testing shall be done at point of application of load, fixing the pole from the bottom at 1.5m height.

6.6.4 When testing the concrete poles the formation of the hair cracks shall be carefully observed and the load shall be increased up to the point at which hair cracks just perceptible to the naked eye appear and load noted. The loads shall be increased at the rate of 50 Kgs. the interval between two installments being 1 minute for observing cracking moment and failure moment.

6.7 Frequency of check and testing.

6.7.1 For each lot of pole compressive strength tests on concrete both at 28 days and transfer for load shall be carried out on a minimum of 3 cubes each time.

6.7.2 The modules of rupture test of concrete shall be carried out at the rate of one pole per day for the first 1500 poles produced. Thereafter, it will be sufficient if a minimum of one pole is tested for a week's production.

6.7.3 For the check and tests on the poles the number of poles to be tested and the frequency of testing shall be as follows:

6.7.3.1 (i) Dimensional checks and surface finish :

The frequency of dimensional check shall be at the rate of 10% from each lot of pole for dimensions like length, breadth, width where such dimensions depend up on the accuracy of the mould.

(ii) Static bending strength.

In case of lots whose works concrete cube strength is equal to or more than 400 Kg/Sq. Cm, the Static Bending tests as per Clause 6.6.3, shall be carried out at 0.6m from top of pole at the rate of one pole for every 200 poles manufactured.

6.7.4 Inspection :

The TGSPDCL may carry out inspection at any stage of manufacture. The successful tenderer shall grant free access to the purchaser's representative at a reasonable time when the work is in progress inspection and acceptance of any material under this specification by the purchaser shall not relieve the supplier of his obligation of furnishing materials in accordance with the specification and shall not prevent subsequent rejection if the material is found to be defective.

The supplier shall keep the purchaser informed in advance about the manufacturing programme so that arrangement can be made for inspection. 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.

7. Acceptance of poles

7.1 The standard of acceptance for the cube test on concrete.

The compressive strength shall be as specified in Clause 4.1 and 4.2 where the compressive strength of concrete at 28 days as determined above, falls below 400 Kg / Sq.Cm, the corresponding lots of poles shall be rejected.

7.2 Dimensional tolerances and surface finish :

The checked poles shall comply with the dimensional tolerance and surface finish as specified in Clauses 5.8 and 5.9.

7.3 A lot of poles shall be considered acceptable, if compressive strength of the concrete is acceptable and the corresponding test the lot passes all the tests mentioned in Clauses 6.2 to 6.6 above.

8. Re-tests :

8.1 If any of the poles tested for Static Bending Strength as per Clause 6.6.3 above fails to fulfill the values in Clause 7.3, two additional poles from the same lot shall be selected for re-testing and if both those poles pass the test, the lot presented by these poles shall be accepted if the lot is otherwise acceptable except for the poles which originally failed in the test. If either of those two additional poles fail, the whole lot shall be rejected.

9. Loading and despatching.

9.1 Only those poles which have been passed by the Engineer shall be loaded for despatch.

9.2 The loading of the poles in the vehicles shall be the responsibility of the Supplier who will take all necessary precautions so as to avoid any damage to the poles in loading and transit. The loading shall be done according to the arrangement approved by the Engineer. The poles shall be properly secured in the vehicles to avoid movement and displacement in transit.

9.3 The poles shall be delivered to the destinations in the district as per the despatch instructions of the concerned Superintending Engineer/Operation. The supplier shall seek for the despatch instructions well in advance of the intended date of despatch.

10. Guarantee :

10.1 The supplier shall guarantee the poles for a period of 18 months from the date of delivery or one year after they have been put in service in line. Whichever is earlier. If during the guarantee period, any poles are found to develop defects attributable to bad materials and workmanship requiring withdrawal from service, the cost of replacement shall be done by the supplier. The defective poles withdrawn from service shall be handed over to the supplier for his disposal. The manufacturer shall make good the cost of replacement within 60 days of advice of defects, during which period, the manufacturer or his representative shall be given permission to inspect the poles, make his observations and carry out check or examine jointly with the Engineer.

11. Scheduled of requirement, desired deliveries and prices

11.1 The schedule of requirements and desired deliveries are indicated in Section-IV.

11.2 Schedule prices shall be indicated as per attachment.

11.3 Prices shall be Variable.

III. CONSTRUCTION PLANT

1. The following are particulars of the construction plant we shall provide and maintain at the site for the purpose of the works and we also understand and agree that the giving of this list does not relieve us of any of our responsibility to provide all plant and everything extra that becomes necessary for the timely execution and completion of the works.
2. We understand that these particulars will be taken into consideration when adjudication of the tender and that any list not completed may invalidate a tender.
3. If awarded the contract, we undertake not to vary the following list without the prior approval of the Engineer.

Sl. No.	Description and capacity	Quantity	AGE	Whether own plant or hired of	Hire rate per day work or per hour
1.	Moulds per line				
2.	Number of lines				
3.	Concrete mixers				
4.	Vibrators				
5.	Tensioning equipment				
6.	Curing ponds				
7.	Handling equipment				
8.	Testing equipment				
9.					
10.					
11.					
12.					
13.					

Station :
Date :

SIGNATURE OF THE TENDERER
SEAL OF THE COMPANY

1. DETAILS OF SIMILAR TYPE AND MAGNITUDE CARRIED OUT
AND ARE UNDER EXECUTION BY THE TENDERER

Sl. No.	Name of work	Date of award	Value of work	Contract period	Whether completed in time	Principal
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Station :

SIGNATURE OF THE TENDERER

Date :

SEAL OF THE COMPANY

II. DETAILS OF TECHNICAL PERSONNEL OF THE TENDERER

COPIES OF CERTIFICATES OF PERFORMANCE IF ANY

NAME OF TENDERER

Sl. No.	Designation	Name	Qualification	Professional experience and works carried out	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	Civil Engineers & Supervisory Staff				

Station :

SIGNATURE OF THE TENDERER

Date :

SEAL OF THE COMPANY

III DETAILS REGARDING FINANCIAL STANDING OF THE TENDERER

(Here the balance sheet for the last financial year, annual turn over, debt equity ratio and other relevant financial parameters and the proof of their credits standing may be furnished).

The following particulars may be filled in :

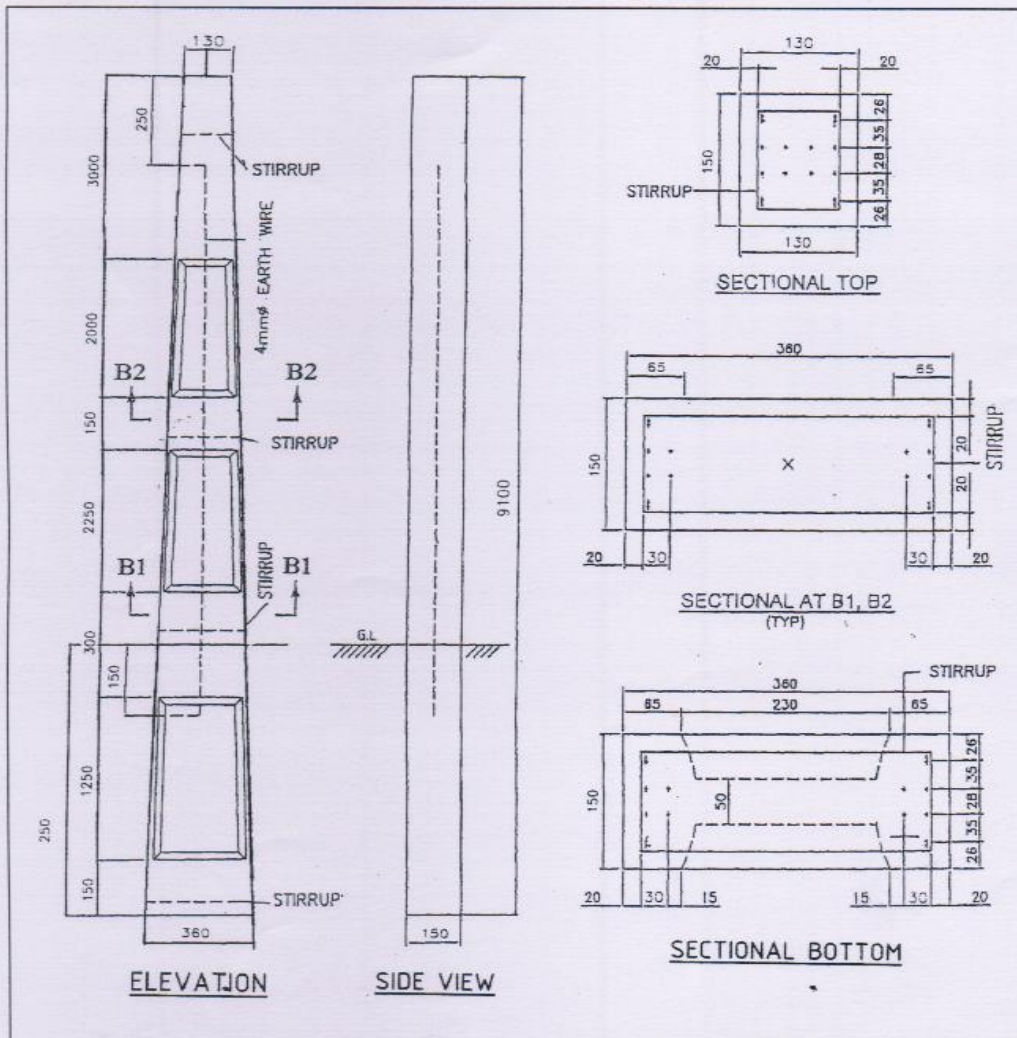
Sl. No.	Name of the Bank	Actual balance at the credit of the of the Contractor	Permissible Over draft	Total Credits	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

Station :

Date :

SIGNATURE OF THE TENDERER
SEAL OF THE COMPANY

**REINFORCEMENT DETAILS OF 9.1M/280KG
PRESTRESSED CEMENT CONCRETE POLES (FACTOR OF SAFETY = 2.5)**



GUARANTEED TECHNICAL PARTICULARS 9.1 Mtrs/280 Kgs**WORKING LOAD**

01. Type of Pole	: I - Section
02. Section	
a) Top	: 130 X 150 mm
b) Bottom	: 360 X 150 mm
03. Quantity Of Concrete	: 0.2687 Cu. Mtrs
04. Concrete Grade	: M-40
05. HT Steel Wire	: 4 mm dia
06. GI Wire	: 4 mm dia
07. Overall length Support	: 9.1 Mtr
08. Planting Depth	: 1.5 Mtr
09. Number of HT Steel Wire	
a) Tensioned Wire	: 16 Nos
10. Minimum Cube Strength of Concrete	
At 28 Days	: 400 Kg./ Sq.cm.
11. Clear Cover	: 20 mm
12. Factory of Safety	: 2.5
13. Working load	: 280 KGS
14. Ultimate Load	: 700 KGS
15. Weight of Pole (theoretical)	: 680 KGS
16. Load application at a point from the top: 600 mm	
17. Ultimate Tension strength for 4mm wire: 17500 Kg/Sq.Cm.	
18. Live Voltage	: 33 KV – HT

SECTION – VI

QUALIFICATION REQUIREMENTS

1. The bidder should be a manufacturer who must have designed, manufactured, tested and supplied **to Govt. power utilities /Distribution Power utilities (inclusive private distribution power utilities)** at least 40% of the quoted quantity of the goods / equipment of same or higher class indicated in the “Schedule of Requirement” in one continuous period of 12 months during the last 5 years period and its financial turnover during any one year of the last five years should have been equal or more than 100% value of the material now quoted.

At least 20% of similar material offered against this Specification should be in successful operation since 2 years as on the date of opening of the Bid with documentary evidence. Fresh Bidders can be given order upto 15% of the total quantity as a trial order, if equipment justified.

Any company/vendor/supplier/contractor that is blacklisted/debarred by any other power utility is not eligible to participate in the tenders.

The bidders shall have to furnish an undertaking in the prescribed format (at page no.61) regarding any relation to the promoters of blacklisted / debarred companies by any utility. Any false information furnished in the declaration while rendering bid, such contract is liable for termination as well as recovery of damages.

2. The bidder should furnish the information on all past supplies and satisfactory performance in proforma under Form 6. Performance certificates issued by the purchasing authority will only be considered.
3. All bids submitted will also include the following information:
 - i. Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.,
 - ii. The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments.
 - iii. The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.
 - iv. Reports on financial standing of the Bidder such as profit and loss statement, balance sheets and auditor’s report for the past five years, bankers certificates etc.
4. 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.
5. Notwithstanding 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.

SECTION-VII
SAMPLE FORMS

1. BID FORM (FORM-I)

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 as may be ascertained in accordance with the schedule of prices **(On-line Commercial stage only)** 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 materials.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to. 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid upto (for the Bid Validity Period) specified in Clause and it will remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, will constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify / confirm that we comply with the eligibility requirements as per clause of the bidding documents.

Dated this.day of.20__

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. BID SECURITY FORM (FORM-II)

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 offor 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 of201.....

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, **i.e., total for 135 days from the date of bid opening**, 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/Scheduled** Bank.

3. PERFORMANCE SECURITY FORM (FORM-III)

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(Nationalized/Scheduled)** 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. 201.....

Signature and Seal of Guarantors

.....
Date.201...

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

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

4. CONTRACT FORM (FORM-IV)

THIS AGREEMENT made the. day of. 201..... Between.(Name of Purchaser) of the one part and.(Name of Supplier) of the other part:

WHEREAS the Purchaser invited bids for certain Materials / equipment and ancillary services viz.,(Brief description of Materials / equipment and Services) and has accepted a bid by the Supplier for the supply of those Materials / equipment and services in the sum of.(Contract Price in Words and Figures)(hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

TOTAL VALUE: (Rupees _____ only)

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

said.(for the Purchaser)

in the presence of.

Signed, Sealed and Delivered by the

said.(for the Supplier)

in the presence of.

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

5. DETAILS TO BE FURNISHED BY THE MANUFACTURER (FORM-V)

1. Specification No.	:	
2. Name of the Material	:	
3. Quantity to be procured	:	
4. Last date and time for submission of Bid	:	
5. Date and time for opening of Bid	:	
6. State whether Bid security is enclosed	:	
7. State whether the quotation in two parts has been submitted.	:	
8. State whether 20% minimum quantity for each item is quoted, if yes mention the quoted quantity in Nos.	:	
9. Whether willing to furnish performance B.G. @ 10% if order is placed	:	
10. Indicate the month wise delivery Schedule.	:	
11. State whether Prices are variable accepted	:	
12. Whether any other GST payable. If so give details and the same is included / not included.	:	
13. State whether TGSPDCL terms of payment are accepted.	:	
14. Quantity offered for supply in Nos.	:	
15. State whether 90 days validity offered	:	
16. Whether sample is enclosed (if specified)	:	
17. Whether the material/equipment offered conforms to the relevant TGSPDCL Specification	:	
18. Whether you have executed orders of the TGSPDCL previously for these items. (Please give details)	:	
19. Similar details in respect of supplies made to other utilities	:	
20. Whether Bid security exemption letter enclosed, if exempted in case of Govt. firms.	:	
21. Whether GSTR-3B returns enclosed	:	
22. Whether Income-tax clearance certificate enclosed.	:	
23. Whether Warranty clause accepted	:	
24. Whether Penalty clause accepted	:	
25. Whether delivery schedule accepted	:	

Place:

Signature of the Bidder:

Date:

Name:

Business address:

6. PROFORMA FOR PERFORMANCE STATEMENT (FORM – VI)

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. SCHEDULE OF DEVIATION (FORM – VII)**(i) TECHNICAL (FORM – VII (A))**

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 :

(ii) COMMERCIAL (FORM – VII (B))

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:

8. Declaration to be given by the Company in regard to relation to promoters of
Blacklisted / debarred companies by any power utilities.
(FORM – VIII)

I declare that, myself or any of the representatives of my company / firm do not have any relation with promoters of blacklisted / debarred companies by any utilities.

It is certified that the information furnished above is true to the best of my knowledge and belief. It is hereby undertaken that in the event of the above information found to be false or incorrect at a later date, the TGSPDCL is entitled to terminate the contract/agreement entered into besides recovering damages as may be found necessary, with due notice.

Signature of authorized representative