

TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED



Bid Specification No.: PMMTC1-e- 05/2026

**SUPPLY, TESTING, ERECTION & COMMISSIONING OF DIGITAL
TELE PROTECTION SIGNALLING EQUIPMENT**

**SUPPLY, TESTING, ERECTION, & COMMISSIONING OF DIGITAL
TELE PROTECTION SIGNALLING EQUIPMENT UNDER RMI 2023-24
& FOR UPCOMING PROJECTS IN APTRANSCO**

CHIEF ENGINEER / TELECOM & IT, APTRANSCO,

Vidyut Soudha, Vijayawada-520 004

Tele Ph. / Fax No.: 0866-2429244,

Extn. 2013 / 2015

Website : www.tender.apecurement.gov.in

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SECTION-I**NOTICE INVITING TENDERS (NIT)**

1.	Department Name	:	TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED
2.	Circle / Division Name	:	Chief Engineer / Telecom & IT
3.	Bid Notice / Specification No.	:	PMMTC1-e- 05/2026
4.	Bid Subject	:	Supply, Testing, Erection and Commissioning of Digital Tele Protection Signaling Equipment and Cabinets Under RMI 2023-24, for upcoming projects & for 400 kV SS Vemagiri.
5.	Estimated Contract Value (ECV)	:	Rs. 4,37,06,270/-
6.	Period of Contract	:	Delivery period + 18 months Guarantee period
7.	Form of Contract	:	Supply, Erection, Testing and Commissioning of Equipment
8.	Bid Type	:	Open competitive bidding.
9.	Bid Category	:	Goods
10.	BID SECURITY	:	Rs. 8,74,125/-
11.	BID SECURITY Payable to	:	Bank Guarantee in favour of Chief Engineer/ Telecom & IT, APTRANSCO, Vidyut Soudha, Gunadala, Vijayawada-04 (or) Online money transfer through NEFT/RTGS or Surety Insurance bond.
			EMD ONLINE PAYMENT: Bidders can pay EMD online payment through RTGS / internet banking in beneficiary name Pay officer, APTRANSCO A/C No. 52117469736 IFSC code SBIN0016576, SBI branch address: Specialized Mid Corporate Branch, Ramavarapadu Ring Road, Vijayawada. Bidder shall indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the online payment transfer along with bid.
12.	Schedule Availability Date	:	From 17:00Hrs on 06.02.2026
	Pre-bid meeting date & time (Off line)	:	11:30Hrs on 16.02.2026
13.	Pre-bid clarifications issue Date/Bid submission start Date & Time	:	17:00 Hrs on 24.02.2026
14.	Bid Submission closing Date & time	:	15:00Hrs on 06.03.2026
15.	Bid Submission	:	Online
16.	P.Q / Technical Bid Opening Date (Qualification and Eligibility stage)	:	At 15:30 Hrs on 06.03.2026
17.	Price Bid Opening Date & Time	:	Will be opened online

18. Eligibility Criteria & Qualifying Requirements (QR):

- 18.1 (a) QR-Supply: The bidder should be a manufacturer who must have designed, manufactured, tested, supplied, erected and commissioned to any power utilities, at least 40% of the tender quantity of the goods/equipment of same or higher class as indicated in the “Schedule of Requirements” (Section-IV) in the last five years as on the date of opening of bid.
- 18.1(b) QR-Supply: The bidder should be an authorised agent who must have tested, supplied, erected and commissioned to any power utilities, at least 40% of the tender quantity of the goods/equipment of same or higher class as indicated in the “Schedule of Requirements” (Section-IV) in the last five years as on the date of opening of bid.
- 18.2 QR-Performance: At least 20% of the similar material offered (same or higher voltage class), as indicated in the ‘Schedule of Requirements’ (Section-IV) should be in successful operation for two years in the last 5 years.
- 18.3 The bidder’s financial turnover during any one year of the last five years should have been equal or more than 100% value of Estimated Contract Value (ECV). The bidder shall furnish Type Test Reports as per the technical specification.
- The detailed Qualifying Requirements are indicated in [Section-VI](#).
- 18.4 The bidder is required to furnish the year wise supply of Material/ equipment and the maximum quantity of material/ equipment supplied in one continuous period of 12 months of the last five years along with proof of supplies. The bidder is required to furnish evidence and certificates for the quantity of material which are in successful operation since two years as on the date of opening of the Bid to meet Performance requirement.
- 18.5 The bidder is required to furnish the Financial Turnover of last five years. Bidders shall submit audited financial reports (audited Profit & Loss statement, audited Income & Expenditure statement and audited Balance Sheet) counter signed by Chartered Accountant for last **five financial years** preceding the date of bid submission, in support of financial turnover and Banker’s certificates regarding Bank limits.
- 18.6 The Bidders should quote for 100% of the tender quantity of all items in the bid indicated in the ‘Schedule of Requirements’ (Section-IV) of Bid specification on single responsibility basis.
- 18.7 The Bids received without relevant proof of documents to meet Qualifying Requirements and valid type test reports will be treated as Non-Responsive.

Responsibility for correctness of the information submitted in online bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED.

19. Officer Inviting Bids: Chief Engineer/ Telecom & IT, APTRANSCO.

20. Address: Ground Floor, Vidyut Soudha, Vijayawada - 520 004

21. Contact Details: Phone/Fax : **0866-2429244, Extn. 2015/2013**

22. Procedure for bid submission:

22.1 The Bids should be in the prescribed format, which can be obtained from e-procurement platform from the date of electronic publication up to the time and date indicated in the bid notice. The intending bidders would be required to enroll themselves on the e-procurement market place www.tender.apecurement.gov.in.

Those contractors/Suppliers who register themselves in the e-procurement market place can download the Bid schedules free of cost. The bidder shall authenticate the bid with his digital certificate for submitting the Bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform following the G.O.Ms.No.6, I.T&C Department, dated 28-02-2005. **For enrolment and Registration APTS, Vijayawada is to be contacted.**

22.2 Intending bidders can contact office of the Chief Engineer/Telecom & IT, APTRANSCO, Vidyut Soudha, Vijayawada for any clarification/ information on any working day during working hours.

22.3 The bidders who are desirous of participating in e-procurement shall submit their technical bid, price bid etc. in the standard formats prescribed in the bid documents displayed at e-market place. The bidders should invariably upload the statement showing the list of documents uploaded in the e-market place in support of their technical bid. The bidder should upload scanned copies of all the statements, certificates, documents etc. as called for here under, duly signed by him, owning responsibility for their correctness/ authenticity.

22.4 Technical bid evaluation of the bidders would be done on the certificates/ documents uploaded/furnished by the bidder against the qualification criteria.

22.5 The bidders shall invariably upload the scanned copy of Bid Security, either **Online payment through RTGS/NEFT or Bank Guarantee**. The successful bidder shall furnish the original of the same either personally or through courier or by post within the stipulated time specified by the purchaser.

22.6 The bidder shall invariably upload the following on e-procurement platform:

- i) Bank Guarantee towards Bid security,
- ii) Statement of Supply & Performance details of equipment (as per Form-5 of Section-VII) along with documentary proofs, i.e. scanned copies of purchase orders, Invoices, delivery challans, material receipt & satisfactory performance certificates of the purchaser, etc. to meet Qualification Requirements for the required quantity as per the specification
- iii) Financial Turnover of last five years, audited financial reports (audited Profit & Loss statement, Income & Expenditure statement and Balance Sheet) counter signed by Chartered Accountant for last five financial years preceding the date of bid submission, in support of financial turnover and Banker's certificates regarding Bank limits (as per Form-13 of Section-VII),
- iv) Type test reports of the material offered as per the Bid specification,
- v) Guaranteed Technical Particulars & drawings of the equipment,
- vi) Other declarations/statements/information as per the formats of Section-VII of this specification:
 - a) Details to be furnished by the bidder (as per Form-6),
 - b) Technical & Commercial deviations (as per Form-7),
 - c) Declaration regarding relatives (as per Form-8),
 - d) Bank Account details for RTGS (as per Form-10),
 - e) Manufacturer's Bidding authorization (as per Form-11),
 - f) Undertaking to be given by the company regarding blacklisting (as per Form-12),
 - g) Bankers Certificate (as per Form-13)
- vii) Other information and relevant documents as per the Bid specification.

22.7 The bidder shall furnish original of all documents/ certificates/ statements uploaded by him whenever sought by the Purchaser. The successful bidder shall furnish their company brochures, technical write-ups and printed materials if any.

22.8 The bidder shall furnish the declaration that:

- 1) They have not been blacklisted/ debarred by any department due to any reasons, as per the Form No.12 of Section-VII of this specification.
- 2) The soft copies uploaded by them are genuine.
- 3) They will agree to get disqualified themselves for any wrong declaration in respect of the above and get their Bid summarily rejected.

Any incorrectness/ deviations noticed will be viewed seriously and apart from cancelling the contract, duly forfeiting the Bid security, criminal action will be initiated including suspension of business and/ or black-listing.

23. General Terms & Conditions:

Bids are invited on the e-procurement platform for the above-mentioned procurement from the firms eligible.

- 23.1 Bid security to be paid online **through RTGS/NEFT** or in the shape of Bank Guarantee issued from any Nationalised Banks/Schedule Banks approved by APTRANSCO as per the list **enclosed** to be valid for a period of 60 days over and above the validity of Bid i.e. 150 days from the date of bid opening. Scanned copy of online payment receipt or Bank Guarantee towards Bid security shall be uploaded along with the Bids. Originals must be submitted by successful bidder to the purchaser through registered post/ courier/ in person before placing of the order. In case extension of Bid validity by the bidder at the request of APTRANSCO, the validity of the Bid security Bank guarantee shall be extended suitably.
- 23.2 Exemption for payment of Bid security is not allowed in any case. The permanent Bid Security Bank Guarantee accepted earlier is deemed to have been withdrawn. Permanent Bid Security Bank Guarantee is not accepted. Bid security extensions accorded earlier are deemed to have been withdrawn.
- 23.3 Bid schedules: Bid schedule can be downloaded free of cost from the web site **www.tender.apecurement.gov.in**
- 23.4 The bidder is subject to be disqualified, if he is found to have mislead or furnished false information in the forms/ Statements/ Certificates submitted in proof of qualification requirements and any record of abandoning supplies, not fulfilling contractual obligations in earlier contracts, inordinate delays in completion of supplies, litigation history, financial failures or participating in the previous Bidding for the same supply and quoting unreasonably high price.

Even while execution of the contract, if it is found that the bidder had produced false/fake certificates of experience, he will be black listed and the contract will be terminated and his Bid security will be forfeited and contract will be carried through other agency at his cost and risk.

- 23.5 a) Transaction fee : The participating bidders have to pay transaction fee of 0.03% on Estimated Contract Value (ECV) with a cap of Rs 10,000/- (Rupees ten thousands only) for all tenders with ECV up to Rs.50.00 crore plus service charges GST @ 18% and Rs.25,000/- (Rupees Twenty Five thousand only) plus service charges GST @ 18% for tenders with Estimated Contract Value (ECV) above Rs.50.00 crore online payment gateway with any master/visa credit card issued by any Bank and through net Banking facility (direct debit) with AXIS/ICICI or HDFC Banks at the time of bid submission. Submission is mandatory as per G.O. Ms.No.13. Payment of transaction fee through DD will not be accepted". GST on transaction fee is 18% with effect from 01.07.2017
- b) Corpus Fund: The successful bidder shall pay an amount equivalent to 0.04% of ECV (estimated contract value) with a cap of Rs. 10,000/- (Rupees Ten Thousand only) for all tenders with ECV up to Rs.50.00 Crore and Rs.25,000/- (Rupees Twenty-Five Thousand only) for tenders with ECV above Rs.50.00 crore on e-Procurement platform, before entering into agreement/issue of purchase orders towards e-Procurement fund in favour of Managing Director, APTS, Vijayawada, through the Agreement authority.
- 23.6 In case of discrepancy with Bid conditions in the Bid document and NIT, the condition in the Bid document prevails.

23.7 Note:

- a) Any other condition regarding receipt of Bids in conventional method appearing in the Bid documents may please be treated as not applicable.
- b) The contractors are to upload the information preferably in Zip format.
- c) The contractors should upload the documents duly signing each and every paper.
- d) Bidders are requested to go through all the clauses and contents of specification thoroughly and quote the bid. Ignorance of clauses will not be entertained by the purchaser at later date.
- e) The Bidders are advised to ensure that their bids are uploaded in complete shape and as per the requirement of this specification.

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SECTION-II (A)
INSTRUCTIONS TO BIDDERS

Name of the Work: SUPPLY, ERECTION, TESTING AND COMMISSIONING OF DIGITAL TELE PROTECTION SIGNALLING EQUIPMENT AND CABINETS.

The **Chief Engineer/ Telecom & IT, APTRANSCO, Vidyut Soudha, Vijayawada** invites bids on e-procurement platform in two parts for the materials indicated in the “Schedule of Requirements” during the period, for which dates and time specified in the NIT (Notice Inviting Tender), and will be opened by (him) or his nominee at this office on the date and time mentioned in the NIT.

- 1.1 The intending Bidders would be required to enroll themselves on the ‘e-procurement’ market place at www.tender.apecurement.gov.in
- 1.2 The Bids should be in the prescribed form invited on e-procurement by the Chief Engineer / Telecom & IT APTRANSCO, Vidyut Soudha, Vijayawada (as specified in NIT) that can be downloaded free of cost from the website www.tender.apecurement.gov.in.
- 1.3 The dates stipulated in the Bid notice, i.e. NIT are firm and under any circumstances they will not be relaxed unless officially extended by APTRANSCO in e-procurement plat-form.
- 1.4 The Bidder should upload scanned copies as specified in checklist and all enclosures required for the schedules and Appendices. The successful bidder shall produce copies (bid security & Transaction fee) before placing the purchase order. Bidders should produce the originals of Bid Security and all other documents for verification within 3 (Three) days if asked for, by the Competent Authority.
- 1.5 Bidders are required to register on the e-procurement market place www.tender.apecurement.gov.in, and submit their bids in two parts:
Part-I: Eligibility and Technical bid.
Part-II: Financial bid.
- 1.6 The successful bidder shall pay an amount equivalent to 0.04% of Estimated Contract value against which contract is awarded with a cap of Rs.10,000/- (Rupees Ten Thousand only) for all supplies/works with ECV upto Rs.50.00 Crore and Rs.25,000/- (Rupees Twenty Five thousand only) for works/supplies with ECV above Rs.50.00 crore on e-procurement platform before entering into agreement/issue of purchase orders, towards e-Procurement fund in favour of **Managing Director, APTS, Vijayawada** through the agreement authority.
- 1.7 The successful Bidder is expected to complete the work within the time period specified in the ‘Schedule of Requirements’ (Section-IV).
- 1.8 The uploading of bids on-line through e-procurement cannot be possible after expiry of due date and time and it is sole discretion of APTRANSCO to consider any requests for extension.
- 1.9 APTRANSCO reserves the right to cancel/extend/alter the bid conditions at any time. In the process, if the tender process/works are stalled due to legal intervention or due to natural calamities, no compensation will be paid.
2. **Bidders / Firms eligible to Bid :**
- 2.0 The Bidders / Firms who
 - a) Possess the valid registration as mentioned in the NIT and satisfies all the conditions therein.
 - b) Are not blacklisted or debarred or suspended by any department for whatever be the reason, prohibiting them not to continue in the contracting business

- c) Have complied with the eligibility criteria specified in the NIT are the eligible Bidders /Firms.

2.1 Bidders / Firms ineligible to Bid:

- a) A retired officer of the Govt. of AP or Govt. of India executing works/supplies is disqualified from Bidding for a period of two years from the date of retirement without the prior permission of the Government.
- b) The Bidder who has employed any retired officer as mentioned above shall be considered as an ineligible Bidder.
- c) The contractor himself or any of his employee is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- d) The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the Bid or engagement in the Contractor's service.
- e) Contractor shall not be eligible to Bid for works/supplies in AP Transco where any of his near relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineers and above on the Engineering side and Assistant Accounts Officer and above on the accounts side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted /Non-Gazetted State Government Employees related to him. Failure to furnish such information Bidder is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

Sons, step sons, daughters, and step-daughters.

Son-in-law, and daughter-in-law.

Brother-in-law, and sister-in-law.

Brothers and Sisters.

Father and Mother.

Wife / Husband.

Father-in-law and Mother-in-law

Nephews, nieces, uncles and aunts

Cousins and

Any person residing with or dependent on the contractor.

- f) The companies which have been blacklisted by any other/Power utility and whose promotor's Firms or companies have already been black listed/debarred by any other/Power utility, no work contract/order will be awarded/placed to the companies. Bidders have to furnish a declaration/undertaking in this regard along with the Bid. Bids without this declaration are liable for rejection.

3.0 Documents to be furnished for Qualification Requirements of the Bidders:

- 3.1 The Bidder shall furnish the following particulars in the formats provided online and supported documentary evidence shall be uploaded as required at section-V:

Attested copies of documents relating to the Registration of the firm, Registration as Electrical Licensed Contractor, Partnership deed, Articles of Association, Commercial Tax Registration, Latest Income Tax Clearance certificate/ latest IT return and PAN number from IT Department, excise department registration certificates etc. Copies of

Note: The Partnership firms, which are registered as Contractors shall intimate the change in partnership deed, if any, as per GO Ms No.58, I & CAD, dated 23-04-2002 within one month of such change. Failure to notify the change to the registration authority in time will entail the firms to forfeit their registration and their Bid will be rejected. The

intimation of change of partners if any and the acceptance by the Registration authority may be enclosed.

Availability of key personnel for administration/ site management and execution viz., technical personnel required for the work.

- 3.2 Bids from Joint Ventures /consortiums are not acceptable.
- 3.3 Qualification criteria for opening of the price bid:
- 3.4 Even though the Bidders meet the above qualification requirements, they are liable to be disqualified / debarred / suspended / blacklisted if they have:
- 3.4.1 Furnished false/ fabricated particulars in the forms, statements and/ annexure submitted in proof of the qualification requirements and/or,
- 3.4.2 Not turned up for entering into agreement, when called upon within the time specified in the letter of acceptance,
- 3.4.3 Record of poor progress such as abandoning the work/supplies, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.,
- 3.4.4 Participated in the previous bidding for the same work and had quoted unreasonably high Bid percentage and,
- 3.4.5 A history of criminal record in which the Bidder is involved if any.
- 3.4.6 Even while execution of the contract, if found that the contract was awarded to the Contractor based on false/fake certificates of experience, the Contractor will be blacklisted and contractor will be taken over invoking clause-61 of PS to APSS.
- 3.4.7 History of litigation with the Government during the last five years in which the Bidder is involved.
- 3.4.8 Bidders should specifically indicate whether their firm has been banned/blacklisted/debarred by any Government department/undertaking or any power utility for non-performance/malpractice or due to any reason. Bids of bidders who are banned/blacklisted/debarred will be treated as non-responsive.

3.5 ELIGIBILITY CRITERIA:

A) PHYSICAL EXPERIENCE:

- (i) The bidder should be a manufacturer who must have designed, manufactured, tested, supplied, erected and commissioned to any power utilities, at least 40% of the tender quantity of the goods/equipment of same or higher classes indicated in the “Schedule of Requirements” (Section-IV) in the last five years as on the date of opening of bid.
- (ii) The bidder should be an authorised agent who must have tested, supplied, erected and commissioned to any power utilities, at least 40% of the tender quantity of the goods/equipment of same or higher classes indicated in the “Schedule of Requirements” (Section-IV) in the last five years as on the date of opening of bid.

B) PERFORMANCE:

At least 20% of the similar material/higher grade Digital Tele Protection Signaling Equipment offered as indicated in the ‘Schedule of Requirements’ should be in successful operation for 2 years in the last 5 years.

(The bidder is required to furnish evidence and certificates for the quantity of material which are in successful operation for 2 years in the last 5 years.)

Note: The above eligibility criteria shall be fulfilled by the bidder against each lot separately for the lots the Bidder has quoted, in case of more than one lot.

C) FINANCIAL TURNOVER:

1. Financial turnover during any one year of the last five years should have been equal or more than the estimated contract value. (The bidder is required to furnish the Financial Turnover of last five years).
2. Reports on financial standing of the Bidder such as profit and loss statement, balance sheets and auditor's report for the past FIVE years, in support of financial turnover and Banker's certificates regarding Bank limits.

D) TYPE TEST REPORTS: The bidder shall furnish Type Test Reports. The type tests must have been conducted on the material offered as per the relevant IEC/IS in recognized laboratory as per the latest revision of the Relevant IEC/ IS applicable and Technical Specification. **The date of type tests shall not be earlier than Five years as on the date of bid opening.** The bids received without type test reports will be treated as non-Responsive. If any change in design was made latest type tests shall be furnished along with approved drawing. (Bidder is required to furnish the Year of Type Test Reports done for similar equipment/material in the remarks column of technical particulars).

E) In case the bidder is an authorized agent, the erection, testing and commissioning of Digital Tele Protection signalling equipment shall be done under the supervision of manufacturer who has given Manufacturing Authorisation Form (Undertaking from the manufacturer in support of this shall be enclosed).

The detailed Qualifying Requirements are indicated at Section-VI

Responsibility of correctness of the information submitted in online bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED.

The bids not complying with the stipulated completion period will be treated as non-responsive.

While being equal or compatible in other aspects preference will be given to those bidders who have experience in erection of above works/supplies similar to that given in the specification or of higher voltages during the last five financial years.

IF A BIDDER QUOTING FOR THE BIDS IS HAVING POOR PERFORMANCE IN THE AND NOT COMMENSURATE WITH THE AGREEMENT IN THE PREVIOUS CONTRACTS, THE BID OF SUCH BIDDER WILL NOT BE CONSIDERED FOR AWARD OF CONTRACT.

4.0 One Bid per Bidder:

Each Bidder shall submit only one Bid. A Bidder who submits more than one Bid will cause dis-qualification of all the Bids submitted by the Bidder.

5.0 Cost of Biding:

The Bidder shall bear all costs associated with the preparation and submission of his Bid and the Bid inviting authority will in no case be responsible and liable for those costs.

6.0 The pre-bid meeting will be held on the date & time indicated in the NIT, in the office of the bid inviting authority. All the prospective bidders may attend the pre-bid meeting.

SECTION –II (B) : CHECK LIST

The bidders shall invariably upload/attach the information and records listed in the check list as given below on **e-procurement platform**, and also confirm by marking Yes or No. The same shall have to be furnished either personally or through courier or by post in the stipulated time, if asked by the Purchaser.

1	Whether Original Bid Security BG or online payment receipt uploaded? for each Lot separately.	Yes / No
2	Whether Transaction Fee is paid electronically or not. The copy of the receipt may be uploaded.	Yes / No
3	Whether Guaranteed Technical Particulars are furnished (uploaded) or not.	Yes / No
4	Whether Proof of Turnover signed by Auditors are uploaded or not.	Yes / No
5	Whether supply qualification & performance statements (Form-1 & form-5) uploaded or not?	Yes / No
6	Whether all the documents as proof of pre-Qualification Requirements i.e. 40% quantity of supply and erection in 12 months from the power utilities as called for, are uploaded with attestation or not?	Yes/No
7	Whether all the documents pertaining to the two years satisfactory performance, i.e., satisfactory performance certificates from the utilities along with relevant documentary proof with attestation, are uploaded	Yes /No
8	Whether Bankers certificate uploaded (Form-13) or not?	Yes / No
9	Whether Schedule of Deviations - Technical & Commercial are uploaded or not?	Yes / No
10	Whether 'Declaration Form' uploaded (Form-8) or not?	Yes / No
11	Whether copies of Type Test Certificates uploaded?	Yes / No
12	Whether uploaded all other sample forms as per Section-VII of the Bid Specification?	Yes / No
13	Whether uploaded the undertaking informing that firm has not been banned/ black listed/debarred by any Govt. Department / undertaking or any power utility for non-performance or malpractice? (Form-12)	Yes / No
14	Whether uploaded the undertakings as per MoP (Form-14,15 & 16)	Yes / No
15	Whether accepted for submission of Performance Bank Guarantee (as per clause 39 A) and Additional Security Deposit (as per clause 39B)	Yes / No

The Bidder shall indicate that all the forms and enclosures indicated in the checklist furnished are compiled with.

SIGNATURE OF THE BIDDER
Designation &
Seal of the company :

SECTION – III
GENERAL TERMS & CONDITIONS OF THE CONTRACT
A. Introduction

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 material/ 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 material/ 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 for supply of material/ equipment.
- (h) "The Supplier" means the firm supplying the Materials / equipment and providing 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 equipment/material 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 equipment/ material, 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 material 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:

The scope of work of this specification covers design, engineering, manufacture, testing, supply & delivery FADS (Free at Destination Stores/ Site) including un-loading of the equipment/ material and erection, testing and commissioning of the Digital Tele Protection Signalling Equipment described in Section-IV ‘Schedule of Requirements’ and Section-V ‘Technical Specification’ for providing Digital Tele Protection Signalling Equipment.

5. Eligible Bidders:

Vendors for supply of the equipment/ material listed in section-IV ‘Schedule of requirements’ of Bid specification and meeting the Qualification Requirements described in section-VI ‘Qualifying Requirements’ only need quote. Bids received from firms not meeting the eligibility/ Qualification criteria will not be considered.

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

B. THE BIDDING DOCUMENTS:

6. Contents of Bidding Document:

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

1. Notice Inviting Tenders (NIT) – Section-I
2. Instruction to Bidders & Check List – Section-II
3. General Terms and Conditions of Contract – Section-III
4. Schedule of Requirements of the material with Delivery Schedule – Section-IV
5. Technical Specifications – Section-V
6. Qualification Requirements – Section-VI
7. Sample Forms – Section-VII
(Qualification & Performance Statements, Bid Security form, details to be furnished by Manufacturer, Performance Security form, Schedule of Deviations and Other forms to be duly filled-in & signed and to be up-loaded).

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

7. Clarification of Bidding Documents:

Clarification of Bidding Documents: A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by mail 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 e-procurement platform/ website of the purchaser or intimated by mail.

8. Amendment to Bidding Documents:

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

- 8.2 All such amendments also would be made available on the e-procurement platform 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.

Bidders have to pay a transaction fee @ 0.03% of ECV (Estimated Contract Value) with a cap of Rs.10,000/- for all works/ supplies with ECV up to Rs.50.00 Crore and Rs.25,000/- for works/supplies with ECV above Rs.50.00 Crore, at the time of bid submission electronically.

- Transaction Fee & other charges shall be paid by either Credit Card or Debit Card.
- Bidders have to pay 'service tax' i.e., GST as levied by Government of India on transaction fee, electronic payment gateway charges.
- Successful bidders shall pay another 0.04% of ECV to APTS towards e-procurement fund (Corpus Fund) with a cap of Rs 10000/- for all works with ECV up to Rs 50 Cr and Rs 25000/- for works with ECV above Rs 50 Cr.

Bidders shall obtain digital certificates from APTS.

11. Documents Constituting the Bid:

- a) The Bid comprises the following.
 - (i) Bid documents and Price Bid,
[Available online at www.tender.apecurement.gov.in]
 - (ii) Qualification information and supporting documents
[to be uploaded by the Bidder]
- b) Documentary evidence establishing in accordance with Clause No.19 'Documents Establishing Bidder's Eligibility and Qualifications' that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- c) 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
- d) Bid Security in accordance with Clause No.20 of section-III, and as indicated in the Bid Notification.
- e) Taxes and Duties clearance certificates,
- f) Schedule of Deviations -
 - a) Commercial
 - b) Technical

All the schedules will be duly filled online with full details as called for in the schedules required for evaluation of bids without which, the bids will be liable for rejection. Bidders are expected to duly fill in all the schedules and sample forms and upload the same on e-procurement platform as part of the Bid.

12. Commercial form

The Bidder will complete the commercial form appropriately on e-procurement platform.

13. Bid Prices:

- 13.1 The prices quoted for material shall be **FIRM**. Bids will be called for with prices FADS inclusive of packing and forwarding, **GST** and other legally permissible duties and levies wherever applicable, handling charges to cover the transport by road from destination railway station to site/stores, unloading at site/stores and insurance (from ware house to warehouse i.e., final destination and storage upto commissioning) towards supply.
- 13.2 Even though composite price is given the break-up for all the duties, taxes, freight, packing and forwarding etc., will be furnished. **Freight shall be quoted separately. Quoting it as 'inclusive'/'zero' will not be accepted.**
- 13.3 It is the responsibility of the Bidder to inform himself of the correct rates of duties and taxes leviable on the materials at the time of bidding.
- 13.4 It is the responsibility of the Bidder to know the prevailing statutory taxes. APTRANSCO considers evaluation of bid price on the basis of prevailing tax rates as on the date of 'Tender Calling Date'.
- 13.5 In case of difference in figures and text fields quoted by the bidder in the commercial form of e-procurement platform, the figures will be final and comments in the text field will not be taken in to consideration.
- 13.6 The Bidder will indicate the unit price and total bid price of materials appropriately and clearly in the price schedule. Any alternative offers shall be indicated only in the price schedule. Prices indicated elsewhere will not be considered.

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

The price of the Materials / equipment quoted EXWORKS and all excise and other duties and sales and other taxes payable on the finished Materials / equipment with individual breakup for Taxes and Duties, packing and forwarding, freight etc.

In case of bought out materials/equipment the bidders shall quote all-inclusive price in basic/ex-works price and can mention '**Not –applicable being bought out item' under GST column**. APTRANSCO shall pay only for the taxes involving direct transaction between the bidder and APTRANSCO and not for the transaction between bidder and his sub-vendors.

14. Variable prices & Price Variation basis: Not Applicable

15. Taxes and Duties:

- 15.1 A bidder will be entirely responsible for quoting the correct taxes and duties, other local taxes or levies if any, license fees, etc., he has to incur until completion of the contract. For the purpose of evaluation, the bidder should clearly indicate the GST applicable and any other taxes and levies payable in the respective columns provided in the Commercial form on e-procurement platform. Failure to furnish the details as prescribed in the price schedule will be loaded as indicated in the evaluation criteria.

15.2 If the rates of statutory levies assumed by the Bidder are less than the actual rates prevailing at the time of bidding, the Purchaser will not be responsible for such errors. If the rates of statutory levies assumed by the Bidder are later proved to be higher than the actual/ correct rates prevailing at the time of bidding, the difference will be passed on to the credit of the Purchaser.

15.3. Deemed Export Benefits: This is not applicable for local purchases with APTRANSCO funds.

15.4 **GST- reverse charge Mechanism-Contractor being unregistered:**

Reverse Charge mechanism was not applicable in respect of purchases made from the composition dealer /registered dealer, in case the service provider is an unregistered dealer, the e-way bill will be issued by the APTRANSCO. The Contractor must mention on the Tax invoice if the tax is payable on reverse charge.

E-way bills: For supply of material/equipment e-way bills are to be provided by the bidder only. APTRANSCO will not provide any way bills for the supplies against this tender unless there is clear instructions in this regard by the concerned authorities.

16. Statutory Variations:

Any variation up or down in statutory levy or new levies introduced after ‘**Tender calling date**’ under this specification will be to the account of APTRANSCO within the scheduled delivery period as per the contract on production of documentary evidence. This is allowed only once during delivery period, i.e. at the time of delivery of goods at factory.

In cases where delivery schedule is not adhered to by the supplier and there are upward variation/ revision after the agreed delivery schedule, the supplier will bear the impact of such levies and if there is downward variation / revision, the APTRANSCO will be given credit to that extent.

In case of sub-vendor items, taxes & duties are inclusive in tender price. No statutory variation is applicable.

In cases where the bidder assumes less tax rates and become lowest, upward variation of taxes will not be considered. In case of the bought-out items for which the prices are quoted all inclusive of taxes, statutory variation shall not be applicable.

17. Bid Currencies:

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

18. Quantity to quote:

Bidder shall quote 100% of the bid quantity and for all items indicated in the “Schedule of Requirements” (Section-IV) of the bid specification on single responsibility basis. Bid offers less than the prescribed quantities 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 shall establish to the Purchaser's satisfaction:

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

- (b) That the Bidder meets the Qualification criteria listed in Section-VI. In addition, the Bidder may furnish full particulars regarding supply of the material in question made so far to APTRANSCO during the last 5 years and other reputed power utilities.

19.1 Documents Establishing Equipment / material conformity to bidding Documents:

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

The documentary evidence of conformity of the material/equipment and the services to bidding documents may be in the form of literature, drawings, 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 type test certificates and a copy of test certificate should be uploaded 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 Material/equipment following commencement of the use of the Material/equipment by the Purchaser; and
- (d) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsive-ness of the equipment/ material 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 specified in the NIT. This amount should be paid by way of BG/On line payment through RTGS/NEFT.

Bidders may furnish a **Bank Guarantee (B.G.)** as per the proforma attached. The scanned copy of BG should invariably upload along with the Bid.

- 20.2 The fact of having Bid security by way of Bank Guarantee along with the bid should be clearly indicated in the Bid.

- 20.3 Submission of **BID SECURITY by way of DD, cheque, cash, money order, call deposit will not be accepted and will be considered as disqualification.**

- 20.4 **Exemption for payment of Bid security is not allowed in any case.** The permanent bid security bank guarantee accepted earlier is deemed to have been withdrawn. Permanent bid security Bank Guarantee is not accepted. Bid security extensions accorded earlier are deemed to have been withdrawn.

- 20.5 Requests for exemption from payment of BID SECURITY will not be entertained on any account.
- 20.6 Any bid not secured as above will be rejected by the Purchaser.
- 20.7 The successful Bidder's Bid Security original shall be furnished before placing of order and the same will be discharged after award of contract and acceptance of Performance Security.
- 20.8 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, 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.

- 20.9 Bids without Bid Security will be rejected and bidder will run the risk of being banned.

21. Period of Validity of Bids:

- 21.1 Bids will remain valid for the period of **Ninety (90) days** from the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period will be rejected.
- 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 Fax). The Bid Security Bank Guarantee provided under Clause No.20 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security.

22. Tax Clearance Certificates:

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

23. Service Conditions:

- 23.1 The equipment/ materials offered will be entirely satisfactory for operation under the climatic conditions indicated below.
- (a) Location - at various sub-stations in the state of Andhra Pradesh
 - (b) Maximum ambient air temperature 50 °C
 - (c) Minimum ambient air temperature 5 °C

(d)	Average daily ambient air temperature	35 °C
(e)	Maximum relative humidity	74 %
(f)	Maximum altitude above mean sea level	1000 m
(g)	Average number of thunder storm days per annum	40 days
(h)	Average number of rainy days / annum	90 days
(i)	Average tropical monsoon condition per annum	3 months
(j)	Average Annual Rain fall	925 mm
(k)	Maximum wind pressure	200 kg/Sq.m.
(l)	Isoceraunic level per annum	50 days
(m)	Seismic level (horizontal acceleration)	0.3 g

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 & Signature of Bidder: Clause deleted.

D. Submission of Bids:

25. Procedure for Submission of Bids:

25.1 Bids should be in the prescribed form, which can be obtained from ‘e-procurement’ platform from the date of electronic publication up to the time and date indicated in the Bid notice. The intending bidders would be required to enrol themselves on the ‘e-procurement’ market-place www.tender.apecurement.gov.in. Those bidders who register themselves in the ‘e-procurement’ market place can download the Bid specification and the Bid schedules free of cost.

The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-procurement platform **and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform** following the G.O.Ms.No.6, I.T&C Department, and dated 28-02-2005.

25.2 Intending bidders can contact office of the Chief Engineer/ Telecom & IT, APTRANSCO, Vidyut Soudha, Vijayawada-520004, for any clarification/ information on any working day during working hours.

25.3 The bidders who are desirous of participating in “e-procurement” shall submit their technical bids, price bids etc., in the standard formats prescribed in the Bid documents, displayed at “e” market place. The bidders should invariably upload the statement showing the list of documents etc., in the “e” market place in support of their Pre-qualification/Technical bids. The bidder should load scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/ authenticity.

If any bidder uploads the Bid without paying Bid security, he will be blacklisted. Similarly, if any of the certificates, documents etc., furnished by the Bidder are found to be false/fabricated/bogus, the Bidder will be blacklisted and bid security forfeited.

25.4 The Bidder will invariably complete the Bid in full.

25.5 Telegraphic quotations and quotations by fax/mail 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 uploaded in complete shape at the first instance itself.

26. Deadline for Submission of Bids

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.

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. Modification and Withdrawal 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 the Pre-Qualification/ Technical bids meeting above criteria. In case the Technical, Financial & Pre-qualification requirements are found to be adequate and as required after the examination, Price Bids will be opened at later date.

28.2 If the Technical, Financial & Pre-Qualification requirements are found to be inadequate, the 'Price Bid' of such unqualified Bidders will not be opened.

29. Clarification of Bids

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

29.2 No clarifications shall be asked/ entertained regarding Qualification Requirements (Supply, Performance and Financial Turnover). Tenders shall be evaluated with uploaded documents only in the e-procurement website.

30. Preliminary Examination

30.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

30.2 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.

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

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

31. Evaluation and Comparison of Bids

31.1 The Purchaser will evaluate and compare the Technical & Pre-Qualification Bids, which have been determined to be substantially responsive. In case the Technical, Financial & Pre-qualification requirements are found to be adequate and as required after the examination, Price Bids of the qualified bidders will be opened subsequently.

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

- a) 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.
- b) 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.
- c) Bids will be examined for completeness and for any computational errors. If there is a discrepancy between the soft copy and the hard copy, the hard copy will prevail.
- d) It will be ensured that the required sureties have been furnished and that the documents have been properly signed.
- e) The bid may be rejected for the following reasons:
 - i) Not in the prescribed form,
 - ii) Insufficient bid security or no proof of bid security,
 - iii) The bidder is a vendor who is banned from further business transactions and the period of ban is still in force.
 - iv) Bids of bidders whose delivery against the pending orders is not satisfactory are liable for rejection.
- f) The purchaser's evaluation of a bid shall take into consideration one or more of the following factors.
 - i) Qualifying Requirements in respect of the Supply, Performance, Financial, Type tests etc.
 - ii) Delivery schedule offered in the bid;
 - iii) Commercial & Technical deviations. (Brought out in the prescribed proforma will only be considered. Deviations elsewhere indicated in the bidding documents will not be considered)

- iv) The cost of components, mandatory spare parts, and service;
 - (v) The availability of spare parts and after-sales services for the material offered in the Bid;
 - (vi) The projected operating & maintenance costs during the life of the equipment/ material;
 - (vii) The performance and productivity of the material/ equipment offered;
 - (viii) Other specific criteria indicated in the Bidding documents.
- g) 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, any other levies, packing & forwarding, freight charge as quoted by the bidder, interest on advance if any, unloading at final destination, erection, servicing and other charges as called for. In addition, any variation up or down in taxes and duties/new levies introduced subsequent to bid opening and before award will be considered for comparison purposes.
- i) e-way Bills: For supply of material/equipment e-way bills are to be provided by the bidder only. APTRANSCO will not provide any way bills for the supplies against this tender unless there is clear instructions in this regard by the concerned authorities
- h) The following criteria may be adopted for taxes and duties for evaluation.
- a) It is the responsibility of the bidder to quote all taxes and duties correctly without leaving any column unfilled. Where taxes and duties are not applicable the bidder should enter 'NA' and if no duty/tax is leviable the same may be entered as 'NIL'. If any column is left blank or filled vaguely like "as applicable", the same will be loaded with the maximum of the other eligible Bids.
 - b) Where there is an exemption of any tax, the documentary evidence to that effect will be enclosed by the bidder.
- i) 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, taxes and duties will be deemed to be the critical provisions and deviations in any one of these items will be deemed to be a material deviation.
- j) 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, unloading, 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.
 - i) Cost of recommendatory spares if any indicated in the relevant price schedule will not be considered for bid evaluation.

k) “The bidders for supply and works shall invariably possess “GST”, ‘TIN’ & ‘PAN’ Numbers” and the same should be furnished for Bids above Rs.5.00 Lakhs.

31.3 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, qualification requirement, bid security, validity, delivery, payment terms, price schedule, submission of types test certificates, taxes & duties will be deemed to be 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 for all the qualified bidders.

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

However it is not binding on APTRANSCO to accept the lowest or any other Bid. It reserves the right to place orders on different Bidders.

34.2 In the opinion of the purchaser in case it is undesirable to depend on one supplier, quantity maybe distributed among two or more suppliers adopting the same price.

34.3 In case of distribution of quantities among two or more sources due to

- (i) Large quantity of supplies
- (ii) Deliveries are spanning more than nine months
- (iii) For reliability of supplies
- (iv) The L1 is already executing other orders in APTRANSCO

34.4 The following ratio at the same prices shall be adopted

When the sources of supply are two, percentage distribution between L1 & L2

- i. When there are two identical L1 offers, order may be shared with 50:50 ratio
- ii. In case of urgency of material, distribution of quantities in 50:50 ratio shall also be considered even though the offers are not identical, when both L1 and L2 are industries in the private sector

- iii. If L1 already executing many other orders in APTRANSCO or other utilities, for reliability of supplies the quantities may be distributed between 2 or 3 supplies with L1-40%, L2-30% & L3-30% quantity

35. Purchaser's Right to vary Quantities at the time of Award

- 35.1 The Purchaser reserves the right at the time of contract award to increase or decrease by 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 $\pm 50\%$ 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. The Purchaser will inform the affected bidder/bidders of its reasons.

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 fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 37.2 The notification of award/LOI 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.
- 37.4 The supplier will have to predefine the Bank Account details after receipt of LOI and before entering into contract for electronic transfer of payment.

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. (A) Performance Security:

- 39.1 Within fifteen (15) days of receipt of notification of contract award/LOI, the successful Bidder will furnish to the Purchaser the performance security for an amount 10% of the contract value for proper fulfilment 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 18 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 Nationalised Banks/Schedule Banks approved by APTRANSCO as per the list enclosed 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 Nationalised 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.

39.6 In case where the performance security is not yet paid, the bid security will be forfeited and the balance to makeup the performance security deposit will be deducted from pending payments any due to the bidder from APTRANSCO on other orders. In addition, the company will also become liable for black listed by APTRANSCO.

39.7 The permanent performance bank guarantee accepted earlier is deemed to have been withdrawn. The Permanent performance Guarantee is not accepted.

(B) Additional Security Deposit:

- i) If the rate quoted by the bidder less than 10% of the APTRANSCO's total estimated cost will be considered as abnormally low rate. In the case of abnormally low quoted rates i.e. less than 10% additional security deposit (ASD) to be paid for the less percentage below 10% i.e. if the bidder quotes 20% below the total estimated cost then he has to pay ASD equivalent to 10% of the total estimated cost.
- ii) The Additional security may be made by Demand Draft on Nationalized bank/ Scheduled bank approved by APTRANSCO as per the list enclosed payable at Vijayawada in favour of Pay officer, APTRANSCO, Vijayawada or by way of Bank Guarantee from a Nationalized/ / Scheduled bank approved by APTRANSCO as per the list enclosed in favour of tender inviting authority covering a period of 2 months over and above the completion of material supply.
- iii) All Bank Guarantees, which are executed in accordance with this specification, shall be on a Stamp paper of value not less than Rs.100/- (Rupees one hundred only). Bank Guarantee executed on the stamp paper of value less than Rs.100/- will not be accepted.

39.8 FORFEITURE OF PERFORMANCE SECURITY AND ADDITIONAL SECURITY DEPOSIT:

The Performance and Additional Securities will be forfeited in the following cases:

1. When the successful bidder does not fulfil the obligations under the contract or proven to be false submission of the information either in the bid or the information relating to the contract.
2. When the successful bidder fails to execute the work in accordance with the clauses under this specification.

3. When the successful bidder executing the work with in-ordinate delays or with poor quality which hampers the prime object of the contract, the securities will be en-cashed and will be adjusted towards such losses incurred by APTRANSCO or towards risk purchase.
4. When the successful bidder pleads his inability and backs out of his obligations after issue of the preliminary acceptance letter or the letter of intent, the APTRANSCO will forfeit his performance / additional / bid securities and also recover the loss, if any, sustained by the APTRANSCO as a consequence of such backing out. In addition, the company will be blacklisted.

40. Corrupt or Fraudulent Practices:

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

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

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

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

(iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

41. Use of Contract Documents and Information:

- 41.1 The Supplier will not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, of any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only 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

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

Particulars of site location to which the equipment / material have to be supplied will be given to successful Bidders. However, it may please be noted that the destinations for supply of materials will be Site/ Stores anywhere in the state of Andhra Pradesh.

44. Delivery:

Delivery period will be reckoned from the date of issue of Letter of Intent. The delivery quoted will be firm, definite, unconditional and on the basis of receipt of materials at destination in good condition without any bearing on the procurement of raw materials or any similar prerequisites. The commencement date and date of delivery will be indicted. The preferred delivery time, which is the essence of this specification, is indicated in the 'Schedule of Requirements'. Final deliveries are however, subject to confirmation at the time of Contract. Delay in delivery of materials FADS (Free at Destination Store/site) 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 or other conditions of 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 advanced 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 APTRANSCO 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 material/equipment and testing and may select test samples from the materials going into plant and equipment. The supplier will provide the facilities for testing of 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 APTRANSCO by Regd. Post/mail and carry out the tests in the presence of representative of the APTRANSCO.
- ii) The APTRANSCO may at its option get the materials inspected by the third party, if it feels necessary and all inspection charges in this connection to be borne by the supplier.
- iii) The dispatches will be affected only if the test results, comply with the specification. The dispatches will be made only after the inspection by the APTRANSCO officer and to be completed for the APTRANSCO's satisfaction or such inspection is waived by the competent authority.
- iv. The acceptance of any quantity of material will in no way relieve off the supplier of the responsibility for meeting all the requirements of this specification and will not prevent subsequent rejection, if such material later found to be defective.
- v. As soon as the material / equipment are ready the supplier will duly send intimation to APTRANSCO by registered post and carry out the tests in the presence of the representative of APTRANSCO. The Supplier shall give at least 15 days advance intimation to enable the Purchaser to depute his representative for witnessing acceptance

and routine tests. The supplier shall arrange all charges (i.e., To & Fro tickets and accommodation charges) for the inspector deputed to their works for witnessing the tests during inspection of material.

- vi. Should any inspected or tested material/equipment fail to conform to the specification, the Purchaser may reject the material and supplier will either replace the rejected material or make alterations necessary to meet specifications/requirements at free of cost to the Purchaser.
- vii. Inspection will be conducted on 20% of the quantities offered for inspection. Samples will be collected at random to establish that the guaranteed technical parameters as per the submitted Bid by the supplier. In 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. The inspection of the material shall be arranged at the manufacturer premises. In case it is of abroad, the supplier shall bear the to and fro charges, local transport and accommodation at inspection place for the inspecting officer(s).

45.1 Test Reports:

- a) Four copies of acceptance test reports shall be furnished to the purchaser. One copy will be returned, duly certified by the purchaser and only thereafter shall the materials be dispatched.
- b) All test reports of tests conducted during manufacture shall be maintained by the Bidder. These shall be produced for verification as and when requested for by the purchaser.
- c) All records of routine test reports shall be maintained by the Bidder at his works for periodic inspection by the purchaser.

46. Name Plate:

Equipment should be provided with name plate giving full details of manufacturer, capacities and other details as specified in the relevant ISS or other specification stipulated. The contract number and date and year of supply and the words “APTRANSCO” must be etched on the name plate.

47. Packing and Forwarding

- 47.1 Equipment and material being supplied shall be provided with such packing as required to prevent their damage or deterioration during transit to their final destination and 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 Material/ equipment' final destination and the absence of heavy handling facilities at all points in transit.
- 47.2 The equipment shall be packed in crates suitable for vertical/ horizontal transport, as the case may be, and suitable to withstand handling during transport and outdoor storage. The cabinets shall be covered with plastic film so as to prevent the cabinet from damage during transportation. The plastic film shall be removed at the time of commissioning.
- 47.3 The Supplier shall be responsible for any damage to the equipment during transit, due to improper and inadequate packing. The easily damageable material shall be carefully packed and marked with the appropriate caution symbols. Wherever necessary, proper arrangement for lifting, such as lifting hooks etc. shall be provided. Any material found short inside the packing cases shall be supplied by Supplier without any extra cost. Replacement of the

damaged equipment and material shall not be linked with the settlement of insurance claims. The packages requiring covered storage shall be compulsorily marked.

47.4 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

47.5 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. Name of the Supplier
2. Purchase Order reference number
3. Name and address of the consignee
4. Details of the items in the package
5. Bill of material indicating contents of each package.
6. Gross, Net & Tare weights of the items
7. Complete address of the destination
8. Handling and unpacking instructions

Each equipment/ material shall be packed securely & separately.

47.6 The Supplier shall ensure that the packing list and bill of material are approved by the Purchaser and enclosed to dispatches. The Supplier shall arrange for unloading the equipment/ material at destination site/stores at no extra cost.

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 IEC/IS or other specification stipulated must be submitted to the Chief Engineer and got approved by him.

48.2 The documents for delivery of equipment and material will contain the original and four copies of the following.

Invoice indicating PO Number, goods description, quantity, unit price & total amount,

- a) Delivery Note/Packing List/ Lorry Receipt,
- b) Evidence towards GST Payment.
- c) Insurance certificate,
- d) Manufacturer's/Supplier's Guarantee Certificate,
- e) Certificate of Origin,
- f) Any other document evidencing payment of statutory levies (wherever applicable),
- g) The items and quantity so far supplied including the present package,
- h) Supplier's certificate certifying that the defects if any pointed out during inspection have been rectified (3 copies),
- i) Manuals in six sets along with a soft copy.

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/sites before taking into stores.

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 APTRANSCO cost. The beneficiary shall be APTRANSCO.

- 49.2 **The bidder shall not quote insurance charges, the same will not be reimbursed.**

- 49.3 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 '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.

50. Transportation

The Supplier is required under the Contract to transport and deliver the material/equipment to the specified place of destination i.e. any site or stores in the state of Andhra Pradesh, 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. **The Supplier shall arrange for unloading the equipment / material at destination site / stores at no extra cost.**

51. Incidental Services

- 51.1 The Supplier may be required to provide any or all of the following services at free of cost, including additional services, if any.
- i. Performance or supervision of on-site assembly and/or start-up of the supplied Materials / equipment;
 - ii. Furnishing of tools required for assembly and/or maintenance of the supplied Material/ equipment;
 - iii. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Materials / equipment;

- iv. 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
- v. 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 material/ equipment.

52. Spare Parts

- 52.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier.
- (a) Such spare parts as the Purchaser may choose to purchase from the Supplier, provided that this selection will not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:
 - (c) Advance notification to the Purchaser of the impending termination.
 - (d) Time to permit the Purchase to procure needed requirement; and following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

53. Warranty/ Guarantee

- 53.1 The supplier will warrant for the satisfactory functioning of the material / equipment as per specification for a minimum period of 18 months from the check-measurement date in Form-13 i.e., receipt of the material / equipment at TLC Stores or site in good condition or minimum 12 months from date of commissioning whichever is later.
- 53.2 The Supplier warrants that the Materials / equipment supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that all Materials / equipment supplied under this Contract will have no defect, arising from a design and / or materials as required by the Purchaser's specifications or from any act of omission of the Supplier that may develop under normal use of the supplied Materials / equipment.
- 53.3 All the material will be of the best class and will be capable of satisfactory operation in the tropics under service conditions indicated in clause-23.1 without distortion or deterioration. No welding filling or plugging of defective parts will be permitted, unless otherwise specified, they will conform to the requirements of the appropriate Indian, British or American Standards. (Where a standard specification covering the material in question has not been published, the standards of the American Society for testing of Materials should be followed).
- 53.4 The entire designs and construction will be capable of withstanding the severest stresses likely to occur in actual service and of resisting rough handling during transport.
- 53.5 Unless otherwise specified the warranty period will be 18 months from the date of acceptance of the Materials / equipment or minimum 12 months from the date of charging whichever is later. 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.

53.9 Responsibility of the supplier for loss / damage:

- a) The supplier is responsible for the safe delivery of the goods in good condition at the destination. He should acquaint himself of the conditions obtaining for handling and transport of the goods to destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit.
- b) External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing will be intimated. Internal defects, damages or shortages of any internal parts which cannot ordinarily be detected on a superficial visual examination though due to bad handling in transit or defective packing will be intimated separately.

In either case, the defective or damaged materials should be replaced by the supplier free of cost to the APTRANSCO. If no steps are taken in this regard, APTRANSCO may without prejudice to its other rights and remedies cause to be repair or rectify the defective material or replace the same and recover the expenditure incurred there for from the deposit such as Earnest Money, Security and Performance or other monies available with APTRANSCO or by resorting to legal action.

- c) For the purpose of any legal construction, the material shall be deemed to pass into APTRANSCO's ownership only at the final destination where they delivered and accepted.

54. PAYMENT FOR SUPPLY OF MATERIAL/EQUIPMENT AND ERECTION AND COMMISSIONING CHARGES: -

The payment will be made through bank under transfer procedure as per the terms indicated below-

- 54.1. a. 80% payment towards the equipment cost (i.e. for 90Nos. DTPCs & 46 Nos. cabinets) will be arranged within 45 days for the material/ equipment supplied in complete shape subject to their delivery as per the schedule of work and on its receipt in good condition at the destination / stores in good condition (i.e., from check measurement date in Form-13). The supplier will have to predefine the Bank Account details after receipt of LOI and before entering into contract for electronic transfer of payment.
- b. Balance 20% payment of towards equipment along with the erection & commissioning charges will be made after commissioning of equipment/material.

c. However, payment in advance may be considered by APTRANSCO after availing a rebate / discount @ 0.3% per week or part thereof for the advancement depending on the availability of funds. **No interest will be payable, in case payment is delayed for whatever reason.**

54.2 Payment terms are indicated below for supply of Digital Tele Protection Signalling Equipment and Cabinets for which erection & commissioning is not required in Section-IV of Schedule Requirements (i.e, for 35Nos. DTPCs & 20 Nos. cabinets).

100% Payment towards equipment cost will be arranged within 45 days for the material/ equipment supplied in complete shape subject to their delivery as per the schedule of work and on its receipt in good condition at the destination / stores in good condition (i.e., from check measurement date in Form-13). The supplier will have to predefine the Bank Account details after receipt of LOI and before entering into contract for electronic transfer of payment.

54.3 The payment mentioned above is subject to submission of performance security as per clause-39 by the supplier. The bank charges will be made to the account of the supplier an amount of Rs.50/- (Rupees Fifty only) will be recovered from the bill amount per each disbursement on LOA raised by field unit offices.

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

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

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

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

54.8 No payments will be made for the supplies made prior to scheduled delivery or for material which are not in full shape.

54.9 Freight will only be reimbursed on submission of documentary evidence/ proofs, limiting to the documentary proof only.

54.10 Any incidental charge such as stamp duty, bank charges etc., shall be to the suppliers account and any charges in relation there to shall be received from the payment due to the supplier.

54.11 Payments will be made by RTGS from PSDF/APTransco funds/ Bank funding. The contractor has to furnish requisite details for establishing RTGS in proforma as per Form-10 of Section- VII. Once RTGS system is established, the bank account details submitted are final and cannot be changed till completion of the contract. An amount of Rs. 50/- will be recovered from the bill amount for each

disbursement on LOA raised by unit officers towards RTGS.

55. Prices

Prices charged by the Supplier for Material/ 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.
 - (e) Defer the deliveries and restore them by giving 3 months' notice without any additional financial commitment

57. Contract Amendments

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

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

59. Delays in Supplier's Performance

- 59.1 Delivery of the Materials / equipment will be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 59.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Materials / equipment, the Supplier will promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser will evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension will be ratified by the parties by amendment of the Contract.
- 59.3 Except as provided under force majeure clause a delay by the Supplier in the performance of its delivery obligations will render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

60. Penalty for delay in supplies

The time for and the dates for delivery mentioned in the contract will be deemed to be the essence of the contract. Subject to force majeure Clause No.64, if the Supplier fails to deliver any or all of the Materials / equipment or to perform the Services within the period(s) specified in the Contract, the Purchaser will, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum

equivalent to 0.5% per week on the undelivered portion subject to a maximum of 5% of the total value of the contract. Once the maximum is reached the Purchaser may consider termination of the contract.

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

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

61. Termination for Default

- 61.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- a) 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.
 - b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - c) If the Supplier, in the judgment of the Purchaser has engaged incorrupt or fraudulent practices in competing for or in executing the Contract.
- 61.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Materials/ equipment or services similar to those undelivered, and the Supplier will be liable to the Purchaser for any excess costs for such similar Materials/ equipment or Services. However, the Supplier will continue performance of the Contract to the extent not terminated.

62. Termination for Insolvency

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

63. Termination for Convenience

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

64. Force Majeure

- 64.1 The Supplier will not be liable for forfeiture of its performance security, penalty for late delivery, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 64.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 64.3 If a Force Majeure situation arises, the supplier will promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier will continue to perform its obligations under the Contract as far as is reasonably practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 64.4 No price variance will be allowed during the period of force majeure.

65. Settlement of Disputes:

- 65.1 If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.
- 65.2 If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 65.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause will be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Materials / equipment under the Contract.
- 65.4 Arbitration proceedings will be conducted in accordance with the following rules of procedure. The dispute resolution mechanism will be as follows:
- (a) In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference will be settled in accordance with the Arbitration and Conciliation Act. 1996. The Arbitral Tribunal will consist of three Arbitrators one each to be appointed by the Purchaser and the supplier the Third Arbitrator will be chosen by the two Arbitrators so appointed by the parties and will acts as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator will be appointed by The Institution of Engineers (India).
 - (b) If one of the Parties fails to appoint its Arbitrator in pursuance of Sub-Clause (a) within 30 days after receipt of the notice of the appointment of its Arbitrator by The Institution of Engineers (India), will appoint the Arbitrator. A certified copy of the order of the Institution of Engineers (India), making such an appointment will be furnished to each of 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.1.00 Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely The Institution of Engineers (India).

65.5 Notwithstanding any reference to arbitration herein,

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

66. Jurisdiction

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

67. Notices

67.1 Any notice given by one party to the other pursuant to this Contract will be sent to the other party in writing or by fax and confirmed in writing to the other party's address.

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

68. Foreign Exchange

68.1 No Foreign Exchange is available or expected for this purchase. Offers which do not require release of F.E. or procurement of import license by APTRANSCO 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 APTRANSCO.

69. Blacklisting/ debarring:

Any Company/ Vendor/ Supplier/ Contractor or their promoters who are blacklisted/ debarred by power utility is not eligible to participate in the tenders. No contract/order/ work will be awarded/ placed on any blacklisted/ debarred Vendor/ Supplier/ Contractor/ Company or their promoters. Bidders have to furnish a declaration/undertaking in this regard along with the bid. Bids without this declaration are liable for rejection.

70. The clauses in the purchase manual of APTRANSCO shall govern wherever the specification clauses are silent.

71. If any bidder is silent about any clause of specification it is deemed that the bidder is accepted the same.

72. The discount if any offered shall be indicated in the field provided in e-procurement only. Discount given in anywhere other than the discount field will not be considered for tender evaluation.

73. Training of purchaser staff:

The supplier shall be required to provide facilities for imparting training at no extra cost to 15 Engineers to be nominated by the purchaser (APTRANSCO) for DTPC and associated equipment at the manufacture's works place for **2 (two) days**. Expenses towards To and Fro travel in respect of the trainees will be borne by the purchaser. However the bidder shall provide suitable lodging and boarding facilities as well as transportation to the place of training for the trainees. Further the supplier shall be required to provide facilities for imparting training at no extra cost to Engineers to be nominated by the purchaser (APTRANSCO). An important objective of training is to increase the ability to control, supervise and carry out maintenance work on plant and equipment supplied and installed by the contractor. The supplier shall provide boarding, lodging and transportation to the training place as a part of the contract without any additional financial commitment to APTRANSCO.

SECTION-IV
SCHEDULE OF REQUIREMENT
SPECN. No. PMMTC1-e- 05/2026

Sl No	Description of the material	Quantity (Nos.)	APTRANSCO delivery Schedule	Destination
1	Supply of Digital Tele Protection Signalling Equipment having 8 commands.	125	Supply shall be completed within 3 (Three) months from the date of Letter of Intent. Erection, testing and commissioning shall be completed within 2 (Two) months from the date receipt of site readiness from concerned field engineer.	Any TLC stores / site in A.P
2	Supply of Cabinets which can house 4 Nos. DTPCs	66		
3	Erection & Commissioning charges for Digital Tele Protection Signalling Equipment	90		
4	Erection & Commissioning charges for Cabinets	46		

- Supply is inclusive of necessary cables, connectors etc. required for integration with the existing communication system.

Note

1. Prices shall be quoted on **Firm** basis. Bidder shall quote for all the items.
2. Prices shall be free at destination site/stores anywhere in the state of Andhra Pradesh.
3. *Conditional discounts are not accepted.*
4. Freight charges shall invariably be quoted separately and quoting them as '0' (zero) or 'inclusive' will not be accepted.
5. **The bidder shall not quote insurance charges, the same will not be reimbursed.**
6. Freight will be reimbursed on submission of documentary proofs only.
7. **Evaluation shall be done by considering the cost of equipment/material, Freight, Erection and Commissioning charges inclusive of GST.**
8. **Bidders shall quote all incidental charges inclusive of GST. Quoting GST extra on incidental charges in the remark's column will not be considered for evaluation.**
9. Bidder should meet QR for all the items
10. **The Prices quoted shall be inclusive of Training Cost**
11. **The bidders are requested to quote the Erection & Commissioning chargers including taxes in "Accessories" column in 'commercial form' of e-procurement platform for Digital Tele Protection Signalling Equipment.**

Signature of the Bidder:

Name in Capitals:

Designation:

Seal of the company:

Address of the company:

SECTION – V
TECHNICAL SPECIFICATION

DIGITAL TELE PROTECTION SIGNALLING EQUIPMENT

Design, manufacture, factory testing before dispatch, packing, supply, installation, testing and commissioning of Digital Tele Protection (Couplers) Signalling Equipment (DTPC) on the EHTline sections.

Integration:

It is the total responsibility of the bidder to integrate the entire supplied equipment with the existing communication system (OLTE). However the bidder should supply any necessary cables, connectors etc. required for integration without any additional cost.

Cabling:

All signalling cables within the telecommunication system, and the power supply cables are part of contractor's delivery and installation. Signal cables and power supply cables shall be placed apart from each other (minimum distance 150 mm). Redundant cables and cables to redundant equipment shall be placed in separate cable routes. All Contractor supplied inside plant cables and cable assemblies shall be constructed from non-PVC, fire/smoke resistant materials.

Whether called for specifically or not, all accessories (attenuators, patch cards, test probes etc.) required for normal and satisfactory operation (as deemed fit by the purchaser) shall be considered to be a part of the tenderers basic scope of supply and no claim for extra payment will be accepted on these grounds.

Supply, Laying and Termination with proper lug system of AC and DC Cables and earthing of Digital tele- protection equipment with 7/20 wire is in Bidders scope. 25 Mtrs of 2 (two) Core 2.5 Sq.mm multi strand unarmoured Copper Cable for AC for each cabinet and DC Supply cable for source-1 (25 mtrs) DC supply cable for source-2 (25 mtrs) required with each DTPC and 10 Mtrs of 7/20 wire is required per cabinet for earthing system and earthing shall be done with proper lug system from nearest earth point. 230V AC power supply is required at least one point in the cabinet / panel.

Power Supply Redundancy:

The Digital Tele Protection equipment shall have two power supplies to facilitate power supply redundancy. The output of both the power supplies are shorted together on the backplane and then in turn given to all the cards.

There shall be two power supply slots located on the chassis for equipping the power supply modules.

Power supply Operating voltages: $-48\text{VDC} \pm 10\%$

Protection signalling equipment (compatible to fibre optic equipment)

The protection signaling equipment is intended for providing (i) inter-tripping (ii) direct tripping (iii) Permissive Tripping (iv) Blocking commands of HV lines.

Communication Interface / Channel redundancy:

The DTPC should have the redundant communication interface, i.e.,: E1 plus Ethernet ports for providing diversified E1 plus Ethernet communication channel over alternate optical link in addition to direct point to point main / default E1 with automatic failover protection channel. The redundant E1 plus Ethernet ports may be provided on different modules if possible.

DTPC management:

The interconnected DTPCs should be accessible & manageable from one end to other end and vice-versa as long as the E1 plus Ethernet channels are healthy. Further, the DTPC management port shall be accessed from any remote location on the Ethernet over SDH/MPLS-TP network.

Clock synchronization:

The DTPC clock should be able to get synchronized with local SDH /MPLS-TP clock through the E1 port plus Ethernet port with which the DTPC is interfaced. The other option of having clock from the local / remote GPS also may be provided and manual clock settings have to be provided as default.

Digital protection signaling equipment shall be suitable for communicating through fibre optic equipment.

Digital Tele-protection coupler equipment shall be integrated to the existing OLTE on E1 plus Ethernet interface. Digital Tele-protection equipment shall be provided with visual trip counters, event registers to register events which can be down loaded in to PC or Laptop.

The protection signaling equipment shall have digital electrical output on E1 plus Ethernet Interface. Bidder shall quote for protection signaling equipment suitable for 8 commands with trip counters, event registers in each equipment and suitable for transmission on E1 interface/Ethernet interface.

High security and dependability shall be ensured by the contractor. Probability of false tripping and failure to trip shall be minimum. Curves / figures indicating above-mentioned measures shall be submitted with the tender proposal.

The routine and type tests of the protection signaling equipment shall be as per the IEC recommendations and suggestions of the latest revision.

Principle of operation:

During normal operation protection signaling equipment shall transmit a secured guard code. In case protection signaling equipment receives one or more command it should interrupts the guard code and shall transmit the command code in sequence. The receiver recognizes the command code and absence of the guard code and generates the command.

All signals processing i.e., the generation of tripping signal and the evaluation of the signals being received shall be performed completely digitally by using DSP. The digital techniques thus employed obviate any need for calibration.

Loop testing:

An automatic loop testing routine shall cyclically check the Tele-protection channel. The test signal shall be transmitted in the same way as the genuine tripping signal shall be recognized by the receiver and shall be reflected back to the transmitter. In case test signal does not reach the transmitter, the test should be repeated automatically for at least 5 trials and alarm should be given in case the test signal fails.

It shall also be possible to initiate a loop test manually at any station by pressing a button on the front of the equipment.

Internal test routine shall continuously monitor the availability of the protection signaling equipment.

Proper tripping signal shall always take the priority over the test procedure.

The high speed digital protection signaling equipment shall be designed and provided with following features.

- Shall employ latest digital signal processing technology.
- Shall be provided with redundant 48V DC power supply unit
- It should communicate on 2Mbps (E1) plus 10/100 Mbps (Ethernet) channel.
- All I/Os electrically isolated
- Full duplex operation
 - **.Permissive tripping**
 - **.Direct tripping**
- Blocking, unblocking
- Auto loop test facility shall be provided
- Should meet **IEC 834-1 standard for E1**
- Should meet **IEEE 802.3 standard for Ethernet.**
- Shall provide an interface facility to connect handheld terminal or PC for indicating status, alarm messages and transmission time etc.
- Shall have the addressing facility
- Shall able to transmit up to 8 commands in one E1 / Ethernet channel
- Transmission time shall be < 7ms.
- The Tele protection equipment shall be programmed through handheld terminal / PC.
- The Tele-protection equipment shall have a visual counter.
- Visible counters for each command (Input/ Output) should be provided.
- Proper backup facility (Non-volatile) should be available to register at least 7500 events/alarms up to 65K counts for each command/test to be stored in the Digital Tele-protection coupler and should be accessed through Remote login facility.
- All the Digital Protection Coupler should work as standalone equipment.

Protection signaling equipment design

The Tele-protection equipment shall be of modular construction and shall be an integrated to the existing OLTE, and optical terminal multiplexer equipment and shall be completely solid-state using semiconductors, micro-processors and self-supervision, providing alarms in the case of equipment failure (TX / RX), absence of the guard frequency signal, power supply failure, etc.

The input/output interface to the protection equipment shall be by means of relays and the input/output rack wiring shall be carefully segregated from other shelf/cubicle wiring.

The isolation requirements of the protection interface shall be for 2 kv rms. Each tele-protection equipment shall be supplied with redundant 48V DC power supply unit.

All command channels are operationally independent from each other and they meet the following performance characteristics:

- . equipment operating time < 6 ms (8 channels)
- . probability of missing command pmc (at ber < 10⁻³) < 10⁻⁹

- . mean time between unwanted commands
(at $t_{ses} < 0.005\%$ and $t_{es} < 0.1\%$) 100000 a

The error control procedure in the 2.048 Mbps (E1/Ethernet) 2Mbps channel is based on the use of a block code specifically developed to be used for tele-protection signaling via tele-communication networks based on the ITU-T recommendations. The error control procedure includes a means to identify the origin of the incoming 2 Mbps.

Command-type Tele-protection applications are normally placed in three categories according to the nature of the information conveyed by the Tele-protection commands: permissive, blocking and inter-tripping schemes.

The Tele-protection signaling equipment shall work as standalone equipment and shall be accessed through Remote login through via OLTE Network.

The Tele-protection equipment shall be provided with trip counters for both TX and RX commands in the form of event register.

Main characteristics:

2 Mbps interface.

The 2 Mbps interface meets the requirements of the ITU-T recommendation G.703.6.

- a. Electrical Interface : G.703(E1)
- b. Bit rate: 2048Kbps +/- 50ppm
- c. Nominal Impedance 120 Ohms balanced & interface of krone type.

10/100 Mbps interface

The 10/100Mps interface meets the requirement of the ITU-T recommendation.

- a. Electrical Interface :RJ45
- b. Bit rate :10/100Mbps
- c. Nominal Impedance 100 ohms.

Command interfaces:

Command inputs: 8

The command inputs should be galvanically isolated inputs, which generate internally the operating voltage for the input circuit.

- a) Potential free contacts
- b) Operating current 5 ma
- c) Command Voltages : operating voltage 220V DC-250V DC and voltages of 45V-60V DC end to end coupler testing shall be provided.
- d) Minimum operating command voltage: 170-175V DC for 220V DC & 40-45V for 48V DC (for testing)

Command outputs: 8

The command outputs should be galvanic ally isolated outputs. Each output has one MOS-FET change over contact.

- a) Nominal voltage : operating voltage 220V DC-250V DC and voltages of 45V-60V DC end to end coupler testing shall be provided.
- b) Maximum switching power 100 VA
- c) Maximum switching current 5 A
- d) Other parameters: As per IEC-255-0-20

Command interface-related requirements:

All interfaces with the protection relay logic and command system shall comply with the standards of IEC 255/ IEC 834-1/IEE 802.3 and also other standards applicable to DTPC.

**GUARANTEED TECHNICAL PARTICULARS FOR DIGITAL TELEPROTECTION
COUPLER (DTPC) EQUIPMENT:**

1. Make & Model :
2. Commands capacity :
3. Compatible to Optical Equipment : Yes / No :
4. Type of Communication Interface :
5. Type of Command Input Interfacing :
6. Type of Command output Interfacing :
7. No. of commands capability :
8. Type of Trip counters (event registers) :
9. Power Supply redundancy : Yes/No
10. Operating time for Protection couplers :
11. Interfacing through Potential free contacts : Yes/No
12. Monitoring through LAN Network /wideband Network }
via OLTE equipment for the DTPCs offered }:
13. Whether the offered DTPCs are an integral part of OLTE eqpt.:
14. Visible counters for each command (Input/ Output) provided: Yes/No.

Signature of the tenderer

List of mandatory spares for Digital Tele-protection equipment

SL. No.	DESCRIPTION	Quantity
1.	CONTROL UNIT CARDS	
2.	POWER SUPPLY CARDS	
3.	Channel Interface card.	
4	Any other cards needed to meet spec. requirement as a mandatory spare	

Date:**Signature:****Place:****Name:**

Seal:

SECTION – VI
QUALIFICATION REQUIREMENTS
Bid.No. PMMTC1-e- 05/2026

1. QR-Supply:
 - (a) The bidder should be a manufacturer who must have designed, manufactured, tested, supplied, erected and commissioned to any power utilities, at least 40% of the tender quantity of the goods/equipment of same or higher class as indicated in the “Schedule of Requirements” (Section-IV) in the last five years as on the date of opening of bid.
 - (b) The bidder should be an authorised agent who must have tested, supplied, erected and commissioned to any power utilities, at least 40% of the tender quantity of the goods/equipment of same or higher class as indicated in the “Schedule of Requirements” (Section-IV) in the last five years as on the date of opening of bid.
2. QR-Performance: At least 20% of the similar material offered against each item as indicated in the ‘Schedule of Requirements’ should be in successful operation for two years in the last 5 years.
3. QR-Turnover: The financial turnover of the bidder, during any one year of the last five years should have been equal or more than 100% value of the estimated contract value.
4. QR-Type Test Reports: The bidder shall furnish Type Test Reports. The type tests must have been conducted on the material offered as per the relevant IEC/IS in recognized laboratory as per the latest revision of the Relevant IEC/ IS applicable and Technical Specification. **The date of type tests shall not be earlier than Five years as on the date of bid opening.** The bids received without type test reports will be treated as non-Responsive. If any change in design was made latest type tests shall be furnished along with approved drawing. (Bidder is required to furnish the Year of Type Test Reports done for similar equipment/material in the remarks column of technical particulars).
5. Purchase preference shall be given to Class-I/Class-II local supplier as per the Public Procurement Policy-Make in India (PPP-MII orders).
6. The bidder should furnish the information on all past supplies and satisfactory performance as per proforma under Form-5 of Section-VII, along with documentary evidence in support of the same such as copies of purchase orders, invoices, delivery challans etc.
7. In case the bidder is an authorized agent, the erection, testing and commissioning of Digital Tele Protection Signalling equipment shall be done under the supervision of manufacturer who has given Manufacturing Authorisation Form (Undertaking from the manufacturer in support of this shall be enclosed).

8. All bids submitted will also include the following information:
 - a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.
 - b) 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.
 - c) 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.
 - d) Reports on financial standing of the Bidder such as profit and loss statement, balance sheets and auditor's report for the past three years, bankers certificates etc.
9. 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.
10. Bidders should quote for 100% of the tender quantity of all items in each lot indicated in the 'Schedule of Requirements' of Bid specification on single responsibility basis. Offers less than the prescribed quantity will be treated as non-responsive and liable for rejection.
12. Notwithstanding anything stated above the purchaser reserves the right to assess bidders' capability and capacity to perform the contract should circumstances warrant such an assessment in the overall interest of the Purchaser.

SECTION - VII**SAMPLE FORMS****FORM - 1: QUALIFICATION & PERFORMANCE PARTICULARS**Bid Specification No. : **PMMTC1-e- 05/2026**Material Description: **Supply, Erection, Testing and Commissioning of Digital Tele Protection Signalling Equipment and Cabinets.****I. Qualification Requirements as per Bid Specification:**

S. No	QR		DTPC	Cabinets
a)	Quantity as per schedule of requirement		125 Nos	66 Nos
b)	Supply	40%	50 Nos	27 Nos
c)	Performance	20%	25 Nos	14 Nos
d)	Turnover	100% of Requirement	Rs. 4.37 Crores	
e)	Type Test Reports :	Not earlier than Five years from the date of Bid opening		

II. Bidders past supply details to be furnished by the Bidder

Sl No	Particulars	Name of the Purchaser and quantity						Total
		(1)		(2)		(3)		
		Purchaser Name	Quantity	Purchaser Name	Quantity	Purchaser Name	Quantity	
Quantity supplied during the last five years								
1.	2021							
	Supply Qty							
	Turnover Amount							
2.	2022							
	Supply Qty							
	Turnover Amount							
3	2023							
	Supply Qty							
	Turnover Amount							
4	2024							
	Supply Qty							
	Turnover Amount							
5	2025							
	Supply Qty							
	Turnover Amount							
6	Maximum supply in continuous 12 months period in last 5 years. From To							

7	Performance for similar equpt. Qty							
8	Year of Type Test Reports enclosed							

- Note :
- 1) Documentary evidence in support of the above shall be furnished along with Bid. Month wise supply details for the above shall also be furnished.
 - 2) If any of the information furnished above is found to be false the firm will be debarred.
 - 3) If the Bidder has supplied to more than three purchasers to meet the qualifying requirement a separate sheet may be enclosed to include the other purchasers and total indicated.
 - 4) This above schedule shall be enclosed to the qualification bid.
 - ii) Place :
 - iii) Date
- Signature of Bidder :
 Name in Capitals :
 Designation :
 Name of the firm :
 Seal of the company :
 Address of the Company:

2. BID SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE.(name of bank) having our registered office at.(address of bank)(hereinafter called "the Bank"), are bound unto.(name of Purchaser) (hereinafter called "the Purchaser") in the sum of _____for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of ____ 2026 .

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 sixty (60) days after(Specification Date) the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.
(Signature of the Bank)

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

3. CONTRACT FORM

THIS AGREEMENT made the. day of. 2026 Between.(Name of Purchaser) of the one part and.(Name of Supplier) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

TOTAL VALUE: (Rupees _____ only)

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the
said.(for the Purchaser)

in the presence of.

Signed, Sealed and Delivered by the
said.(for the Supplier)

in the presence of.

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

4. PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS.....(Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.....dated.....2026 to supply.(Description of Materials / equipment and Services) (hereinafter called "the Contract").

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

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

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

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

Signature and Seal of Guarantors

.....
Date.2026.

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

.....
.....

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

5. PROFORMA FOR PERFORMANCE STATEMENT

Bid No. _____

Date of Opening _____

Time _____ Hours

Name of the Firm _____

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

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

Signature of the Bidder _____

FORM 6 : DETAILS TO BE FURNISHED BY THE MANUFACTURER/Authorised Agent

1.	Specification No.	:	
2.	Name of the Material	:	
3.	Bidder's vendor Registration No. for this item	:	
4.	Quantity to be procured	:	
5.	Last date and time for submission of Bid	:	
6.	Date and time for opening of Bid	:	
7.	State whether Bid Security is enclosed or Permanent Bid Security available	:	
8.	Whether willing to furnish performance Security B.G. @ 10 % if order is placed	:	
9.	Whether a local SSI Unit/ Local Unit	:	
10.	Whether APTRANSCO delivery schedule accepted?	:	
11.	Prices whether variable / Firm	:	
12.	Whether any other tax / duty payable. If so give details and the same is included / not included.	:	
13.	State whether APTRANSCO terms of payment are accepted.	:	
14.	Quantity offered for supply	:	
15.	State whether 90 days validity offered	:	
16.	Whether sample is enclosed (if specified)	:	
17.	Whether the material / equipment offered conforms to the relevant APTRANSCO Specification	:	
18.	Whether you have executed orders of the APTRANSCO 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.	:	
21.	Whether GST clearance certificate enclosed	:	
22.	Whether Income-tax clearance certificate Enclosed.	:	
23.	Furnish the max production capacity per month of your plant for each type of the quoted materials.		
24.	Whether APTRANSCO penalty clause accepted		
25.	Whether APTRANSCO Guarantee clause accepted		

**7. SCHEDULE OF DEVIATION
TECHNICAL**

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

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

Place :

Signature of the Bidder :

Date :

Name :

Business address:

**SCHEDULE OF DEVIATION
COMMERCIAL**

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

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

Place :

Signature of the Bidder :

Date :

Name :

Business address:

8. DECLARATION FORM
UNDERTAKING TO BE GIVEN BY THE COMPANY / PARTNERSHIP FIRM /
CONTRACTOR ALONG WITH THE TENDER

(Regarding Relatives)

I, _____ representing the
 Company / Partnership Firm / Supplier responding to the bid invitation by the APTRANSCO /
 APEPDCL / APSPDCL / APNPDCL / APCPDCL vide Specification No.

_____ hereby sincerely and solemnly affirm and state as follows:

(STRIKE OUT THAT WHICH IS NOT APPLICABLE)

(a) that myself or any of the representatives of my company / firm do not have any relatives as defined in the appended Annexure III in the APTRANSCO / DISCOM.

OR

(b) that the following officers / employees of the APTRANSCO / DISCOM are related to me and to the representatives of my company / firm and their status in the APTRANSCO / DISCOMS is as under:

Sl.No	Name of the Officer Employee	Designation and Place of working	APTRANSCO / DISCOM	Relationship
1.				
2.				
3.				
4.				
5.				
6.				

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 any of the above information found to be false or incorrect at the later dated the APTRANSCO / DISCOM is entitled to terminate the contract / agreement entered into besides recovering damages as may be found necessary, with due notice.

Signature of the Authorised Representative

9. DECLARATION TO BE GIVEN BY THE COMPANY / PARTNERSHIP FIRM / SUPPLIER AT THE TIME OF ENTERING INTO AGREEMENT WITH APTRANSCO / DISCOMS:

(STRIKE OUT THAT WHICH IS NOT APPLICABLE)

- (a) I declare that myself or any one of the representatives of my company / firm do not have any relatives as defined in the appended annexure II in the APTRANSCO / DISCOM.

OR

- (b) that the following officers / employees of the APTRANSCO / DISCOM are related to me and to the representatives of my company / firm as mentioned hereunder:

Sl.No	Name of the Officer Employee	Designation and Place of working	APTRANSCO / DISCOM	Relationship
1.				
2.				
3.				
4.				
5.				
6.				

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 any of the above information found to be false at the later dated the APTRANSCO / DISCOM is entitled to terminate the contract / agreement entered into besides recovering damages as may be found necessary, with due notice.

Signature of the Authorised Representative

LIST OF RELATIVES:

- | | | |
|---------------------------------------|--------------------------------------|----------------------|
| 1. Father | 14. Daughter's Husband | |
| 2. Mother (including step mother) | 15. Daughter's Son | |
| 3. Son (including step son) | 16. Daughter's Son's Wife | |
| 4. Son's Wife | 17. Daughter's Daughter | |
| 5. Daughter (including step daughter) | 18. Daughter's Daughter's Husband | |
| 6. Father's Father | 19. Brother (including step brother) | |
| 7. Father's Mother | 20. Brother's Wife | |
| 8. Mother's Mother | 21. Sister (including step sister) | |
| 9. Mother's Father | 22. Sister's Husband | |
| 10. Son's son | 23. Son's Wife's Father | } and their siblings |
| 11. Son's Son's Wife | 24. Son's Wife's Mother | |
| 12. Son's Daughter | 25. Daughter's Husband's Father | |
| 13. Son's Daughter's Husband | 26. Daughter's Husband's Mother | |

10. FORM : : BANK ACCOUNT DETAILS FOR RTGS

1. Name of the Bank :
2. Name of the Branch :
3. Branch code :
4. City :
5. Account No.
6. MICR No.
7. IFSC No.
8. Income Tax PAN Number :
9. GST Registration Number :
10. Date of GST Registration :
11. Place of GST Registration :

Signature of the Bidder

11. MANUFACTURERS' BIDDING AUTHORISATION FORM

No. _____ dated

To

Dear Sir,

SPECIFICATION No. PMMTC1-e-05/2026

We _____ (Name & complete Address) who are established and reputable manufacturers of _____ (Name & descriptions of Materials / equipment offered) having factory at _____ (address of factory) do hereby authorize _____ (Full name and Designation) whose specimen signature is attested here under to submit the bid, and sign the contract with you for the above Materials / equipment manufactured by us against the above Specification No..

Specimen Signature

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer .It should be included by the Bidder in its bid.

The Bidder's complete postal address and their factory complete postal address with phone and fax numbers shall be invariably mentioned in the above proforma.

.....

FORM - 12**UNDERTAKING TO BE GIVEN BY THE COMPANY ALONG WITH THE BID
REGARDING BANNING/BLACK LISTING**

I, _____
representing the Company responding to the bid invitation by the APTRANSCO vide Specification
No. _____ hereby sincerely and solemnly affirm and state as follows:

(a) We, _____ (Name of Company) or our
promoter's firm(s) have not been banned/ black-listed/debarred by any Govt. Department/
undertaking or Power Utility for non-performance or malpractice or due to any reasons.

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 any of the above information found to be false or incorrect at
the later dated, the APTRANSCO / DISCOM is entitled to terminate the contract / agreement entered
into besides recovering damages as may be found necessary, with due notice.

Signature of the Authorised Representative

13. FORM: : BANKERS CERTIFICATE**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s. _____,
having their plant at _____ is our
customers and have satisfactory record of transactions. They are having the credit limits of
Rs. _____ lakhs in our Bank.

Place:
Date:

Signature of the Manager
Name:
Bank address and Seal.

FORM-14 - Not Applicable

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

Date:

I _____ S/o, D/o, W/o, _____ Resident of _____ hereby solemnly affirm and declare as under:

I am the << Designation of the Authorized signatory >> of _____ and I am duly authorized to furnish this undertaking declaration on behalf of -----

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 19/07/2024(hereinafter **PPP-MII order**).

'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 28/07/2020 issued by Ministry of Power (hereinafter MoP order) and Revised on 17/09/2020 in respect of Power Sector.

Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content), Further Revised Order No. A-1/2021-FSC-Part(5) dt. 16/11/2021 issued by Ministry of Power (MoP Order) .

As per Orders vide G.O.Ms.NO.9, Industries and Commerce (PROG-I) Department Dt.25.02.2021

and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/ POWERGRID or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for (Enter the name of the package).

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the 'Local Content 'as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for (Enter the name of the package/procurement) is percent (%).

That the goods/services/works supplied by me for (Enter the name of the package/ procurement) meet the 'Local Content' requirements defined in the PPP-MII order and MoP order for 'Class -I local supplier'/'Class-II Local supplier (choose as applicable).

That the value addition for the purpose of meeting the 'Local Content 'has been made by me at (Enter the details of the location(s) at which value addition is made).

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/APTransco/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **MoP order** and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i Name and details of the Local Supplier

(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Goods/services/works for which the certificate is produced

iv. Procuring entity to whom the certificate is furnished

v. Percentage of local content claimed and whether it meets the Local Content prescribed for

'Class -I local supplier'/'Class-II Local supplier (choose as applicable)

vi. Name and contact details of the unit of the Local Supplier (s)

vii. Sale Price of the product

viii Ex-Factory Price of the product

ix. Freight, insurance and handling

x. Total Bill of Material

xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works

xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached

xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

FORM-15 - Not Applicable

Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order and MoP order , if applicable[*to be submitted on the letter head of the issuer.*]

Dear Sir,

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated 04/06/2020[hereinafter, “PPP-MII Order”] issued by **Department for promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India,

‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 28/07/2020 issued by Ministry of Power [hereinafter, “MoP order”]

**As per Orders vide G.O.Ms.NO.9, Industries and Commerce (PROG-I) Department
Dt.25.02.2021**

and any subsequent modifications/Amendments, if any.

In line with the provisions of the PPP-MII Order and MoP Order, M/s.[*Enter the name of the Bidder*] [here in after, “**Class-I Local Supplier**”/“**Class-II Local Supplier**”(choose as applicable)] have submitted an Affidavit of self-certification to M/s. APTRANSCO regarding Local Content in Goods/Services/Works to be supplied by the “**Class-I Local Supplier**”/“**Class-II Local Supplier**”(choose as applicable)for [Enter the name of the package], wherein they have agreed to abide by the terms and conditions of the PPP-MII Order and MoP Order.

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (**in the case of companies**) or a practicing cost accountant or practicing chartered accountant (**in respect of suppliers other than companies**) shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the “**Class-I Local Supplier**”/“**Class-II Local Supplier**”(choose as applicable)for [Enter the name of the package].

Accordingly, we, the Statutory Auditor(s) /Cost auditor of the “**Class-I Local Supplier**”/“**Class-II Local Supplier**”/ a practicing cost accountant or practicing chartered accountant [*choose as applicable*], certify that the Local Content as defined under the PPP-MII and MoP Order, in the Goods/Service/Works to be supplied by the “**Class-I Local Supplier**”/“**Class-II Local Supplier**”(choose as applicable)for [Enter the name of the package]is percentage [*specify the percentage of Local content*].

For and on behalf of,

Date:

<<Statutory Auditor’s/ Cost auditor’s/ Cost accountant’s/Chartered accountant’s attestation>>

Firm Reg No. Membership No.

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by APTRANSCO.

FORM-16

**Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by
Public Procurement Division, Department of Expenditure, Ministry of Finance,
Government of India (DoE Order) in line with NIB 19.0**

*(In case of a Joint Venture bid, declaration/certification shall be given by the by all partners of the
Joint Venture)*

- | | |
|------------------------------|-----------------|
| ● Bidder's Name and Address: | ● To: |
| ● Name:..... | ● Name:..... |
| ● Address:..... | ● Address:..... |
| ● | ● |
| ● | ● |

Dear Sir,

We have read and understood the provisions of Order no. F.No.6/18/2019-PPD(Order Public Procurement no.1) dated 23/07/2020 regarding "Restriction under Rule 144(xi) of General Financial Rules" and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding "Exclusions from Restriction under Rule 144(xi) of General Financial Rules" issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively "DoE Order"] and any subsequent modifications/Amendments, if any.

Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a 'Bidder of a country which shares a land border with India' and on sub-contracting to contractors from such countries.

We certify that we, the bidders/are not from such a country or, if from such a country, has been registered **as per provisions of the Bidding Documents** with the Competent Authority and will not sub contract any work to a sub contractor/sub vendor from such countries unless such sub contractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of Integrity Pact and/or Bidding Documents and/or APTRANSCO's policy and procedures.

- | | |
|----------|-----------------|
| ● Date: | ● Printed Name: |
| ● Place: | ● Designation: |

SECTION-VIII

General guidelines to be Followed.

1. The bidder shall have to be an entity registered in India in accordance with law.
2. The bids shall be in the language as prescribed by the tenderer /procurer.
3. The bids shall be in Indian Rupees (INR)
4. The bidder shall follow Indian laws, regulations and standards.
5. The technologies /products offered shall be environmentally friendly, consuming less energy safe, energy efficient durable and long lasting under the prescribed operational conditions.
6. The supplier shall ensure supply of spares, materials and technological support for the entire life of the project.
7. The equipment/material sourced from foreign companies may be tested in accredited labs in India before acceptance wherever such facilities are available.
8. The tender fee and the Bank Guarantee (BG) shall be in Indian Rupees only.
9. The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.
10. Applicable safety requirements shall be met. Regular safety audit shall be carried out by the manufacturer.
11. Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, commissioning and operation process. A regular compliance report shall be submitted to the procurer/appropriate authorities.
12. Tendering by the authorised agency shall be accepted.
13. In case local testing is not considered necessary by the procurer, the original test report in the language prescribed by the procurer may be accepted. The translated test report shall not be accepted unless it is notarized.
14. Certificate/compliance as per the Indian Standards/International standards/Indian Regulations/specified standards shall be mandatory, wherever applicable.
15. Quality assurance of the product shall be carried out by the procurer or an independent third-party agency appointed by the procurer. Manufacturing quality plan as approved by the procurer shall be followed by the manufacturer.

LIST OF SCHEDULED BANKS APPROVED BY APTRANSCO	
Sl. No.	NAME OF THE BANK
1	Allahabad Bank.
2	Andhra Bank.
3	APCO. Bank, Main Branch, Hyderabad.
4	Bank Of Baroda.
5	Bank Of India.
6	Bank Of Maharashtra.
7	Bank Of Punjab Ltd.
8	Central Bank of India.
9	Centurion Bank Ltd.
10	Citi Bank.
11	Corporation Bank.
12	Federal Bank.
13	HDFC Bank.
14	HSBC Bank.
15	I.C.I.C.I. Bank.
16	I.D.B.I. Bank.
17	Indian Bank.
18	Indian Overseas Bank.
19	ING Vysya Bank Ltd.
20	Karnataka Bank.
21	Karur Vysya Bank.
22	Kotak Mahindra Bank.
23	Lakshmi Vilas Bank.
24	Oriental Bank Of Commerce.
25	Punjab National Bank.
26	Standard Chartered Bank.
27	State Bank Of India and other State Bank group Banks/Associate Banks.
28	Syndicate Bank.
29	U.T.I. Bank Ltd.
30	Union Bank Of India.
31	Vijaya Bank.
32	YES Bank Ltd.