

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

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Materials Management Department

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‘Instructions to Bidders’

Due date and time of submission of Bids: \_\_\_\_\_ 15.00 hrs.

Due date and time of opening of Bids : \_\_\_\_\_ 16.00 hrs.

The instructions given below must be read very carefully, as failure in compliance with any of these may render the offer liable for rejection. If a bidder has any doubt about the meaning of any stipulation herein, General Purchase condition, specification of materials or any other enclosed document he should immediately obtain the clarification/information in writing from the executive who has issued these documents.

**1. Earnest Money Deposit (EMD)**

1.1. Offers must accompany EMD of requisite amount as specified in tender enquiry failing which offer shall be liable for rejection. EMD can be furnished by way of online Payment receipt.

1.2. Submission of EMD in any other form shall not be considered and shall be treated as disqualification.

1.3. The EMD shall be forfeited, if

- i. Bidder withdraws the bid before expiry of its validity.
- ii. Successful bidder does not accept the order/LOI or fails to enter into a contract within validity period of offer
- iii. Successful bidder fails to furnish security Deposit within 30 days from the date of issue of P.O/LOI.
- iv. The offer is disqualified for the reasons outlined in clause 2.6.

**1.4. Permanent/Standing EMD:**

The bidder may deposit with APGENCO, the permanent fixed deposit of Rs.2,50,000 (Two lakhs and fifty thousands) and EMD in the form of online payment receipt. In case of BG, it shall be valid for a period of three years constituting the said sum as Security for due compliance with the obligations undertaken in the offer submitted by the bidder. No interest will be payable on such amount. Such bidder shall be entitled to have them considered without payment of EMD with each tender separately; they need only refer to the **approval letter** on the sealed envelope and also **furnish/upload** a copy of letter along with offer.

1.5. Cases where the EMD is superscribed/mentioned on the cover but EMD is not found within or found insufficient shall run the risk of serious action, as felt appropriate by the Corporation.

**2. Due date and time and submission of offers:**

2.1 The tender should be in the prescribed forms which can be obtained from ‘e’ procurement platform from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enroll themselves on the ‘e’ procurement market place [www.eprocurement.gov.in](http://www.eprocurement.gov.in). only those contractors/suppliers who registered themselves in the ‘e’ procurement market place can participate in the tender.

2.2 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 tender 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 technical bids. The bidder should upload scanned copies of payment receipt towards EMD and all other relevant certificates. The bidder shall sign on all the statements, documents, certificates before uploading, owning responsibility for their correctness/authenticity.

2.3 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.

2.4 The successful bidder shall invariably furnish the payment receipt towards EMD, Certificates/Documents of the uploaded scanned files the tender Inviting Authority. Before stipulated time given to him, either personally

or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of payment receipt towards EMD, certificates/documents, from successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the authenticity of the payment receipt towards EMD and all other certificates/documents uploaded by the bidder in e-procurement system in support of the qualification criteria before placing the purchase order.

- 2.5 If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, payment receipt towards EMD with the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/recommendation by the Tender Inviting authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidders as an act of extreme of the deterrence to avoid delays in the tender process for execution of the development schemes taken by the Department.
- 2.6 Post tender rebate or deviation in quoted prices and/or conditions or any such offers which will give benefit to the bidder over others will not only be rejected outright but also the original offer itself will get disqualified on this account, and bidders' EMD shall be forfeited.
- 2.7 The Quoted prices must be written in both figures and words in capital letters. Alterations, if any shall be made clearly by crossing the whole-entered rate and bidder with his full signature and rubber stamp should attest such correction. There shall not be any overwriting under any circumstances; as such offers are liable for rejection. In case of any discrepancy between figures and words, the rate in words shall be considered for the purpose of evaluation.
- 2.8 Bidders may note that due date time of opening the bids strictly be adhered to and accordingly, if they wish to witness the bid opening they should bring necessary authorization letter from the organization. However, due to declaration of unexpected holiday or any unforeseen circumstances, bids are not opened on due date, the same shall be on the next working day at the same time.
- 2.9 Standard printed conditions attached to the tender will not be accepted. Only those mentioned in the body of the offer will be considered.
- 2.10 The bidder shall certify that the quoted rates are as applicable to Government Depts./Public Sector Under taking and in support of this they shall furnish copies of Purchase Orders received from these organizations.

3. **Validity of offers:**

The offers shall be valid for a period of 180 days from the date of opening of bids. The period of validity cannot be counted from any other date other than the date of opening the bids. During this period bidder shall not be permitted to withdraw or vary their offers, once made and if they do so, the EMD shall be forfeited.

4. **Income Tax Clearance Certificate**

The bidder shall submit along with their offers, the latest valid income Tax clearance certificate otherwise their offers shall be liable to be rejected.

5. **Past Experience:**

The list of customers, to whom the bidder had supplied identical materials in the past along with P.O. details and performance report, if any, shall be furnished.

6. **Acceptance of APGENCO payment terms**

- 6.1 The standard payment terms shall be 100% of the all inclusive price of the materials will be paid within 30 days from the date of receipt and acceptance of the material in good condition at site against furnishing and acceptance of Bank guarantee (if any) for 10% value of the contract covering the guarantee period and after completion of the delivery formalities.

Those who accept this term get a price preference to the extent of 1.25% of the evaluated price over those bidders who ask for deviation in payment terms and load with 1.25% of landed cost per month as interest on advance payment.

- 6.2 Payments shall be paid through account payee cheques only.
- 6.3 If the supplier has received any over payments by mistake or if any amounts are due to the Corporation due to any other reasons, when it is not possible to recover such amount under the contract resulting out of this order the corporation reserves the right to collect the same from any other amounts and/or Bank Guarantee given by the supplier due to or with the Corporation.

When the supplier does not at any time fulfill his obligations in replacing/rectifying etc. of the damages/defective materials in part or whole, promptly to the satisfaction of the Corporation's officers, the Corporation reserves the right not to accept the bills against subsequent dispatches made by the supplier and under these circumstances only the supplier will be responsible for demurrage, wharfage or damages occurring to the consignments so dispatched.

7. **Price basis:**

Kindly quote F.O.R destination prices and dispatch of materials through our authorized transporter. However, if the quoted rate are ex-works or F.O.R. station of dispatch. Loading at 2% towards packing and forwarding and 3% towards freight charges shall be done. However, for F.O.R. Destination or F.O.R. station of dispatch prices, break-up of packing and forwarding and Freight component shall be furnished as Excise duty and sales tax shall be payable on ex-works price only and shall not be payable on freight charges.

8. **Transit Insurance:**

Bidder shall quote FOR Destination prices inclusive of marine insurance charges. However, if the price is of Ex-works or station of Dispatch, loading shall be done on their quoted price at 1% towards transit insurance by the corporation.

9. **Taxes and duties:**

Kindly indicate clearly as to whether the offered prices are inclusive or exclusive of Sales Tax. The rate and nature of sales tax applicable shall be shown separately. Sales tax shall be paid to the seller at the rate which it is liable to be assessed/actually assessed on the date of supply, provided the transaction of sale is liable to sales Tax. In case the bidder stipulates Excise duty extra as applicable at the time of dispatch and specifies the present rate of Excise Duty (in numeric percentage or NIL), the offer shall be evaluated considering rate of ED for the product as per Excise Tariff of Govt. of India or as evident from bids received from other bidder. However, liability of APGENCO shall be restricted to actual ED paid at the time of dispatch subject to production of Excise Gate pass or Excise Invoices. In case the bidder quotes with 'fixed rate' of ED or specify ED as NIL, 'the offer shall be evaluated accordingly and payment shall also be restricted accordingly. This will be subject to submission of Excise Invoice copy for having actually paid the excise duty or otherwise but claim for any upward revision will not be accepted at a later stage. Similarly if variable excise duty is payable, evaluation shall be done on full/maximum excise duty payable for the product but payment of ED to the supplier against the order, if placed, shall be actual amount paid subject to furnishing documentary proof (excise Gate pass or Excise Invoice).

10. **Cost compensation for Deviation:**

Deviations specifically declared by the bidders in respective Deviation schedules of Bid proposal sheets only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the deviation schedules. Such prices declared by the bidders for the withdrawal of the deviations in the deviation schedule shall be added to the bid prices to compensate for these deviations. In case prices for the withdrawal of deviations not furnished by the bidder, the owner shall convert such deviations into a Rupee value and add to the bid price to compensate for these. In determining the Rupee value of the deviations, the owner will use parameters consistent with those specified in the specifications and documents and/or other information as necessary and available with APGENCO. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the deviation schedule, the EMD of bidder shall be forfeited. Bidder may note that deviation variations and additional conditions etc., found elsewhere in the bid other than those stated in the Deviation schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies with all the conditions of bidding documents. In case bidder refuses to withdraw, without any cost to APGENCO, those deviations, which the bidder did not state in the Deviation schedules, the EMD of the bidder may be forfeited.

11. Offers should strictly be in conformity with specifications/drawings/samples as stipulated in the enquiry. In case no deviations are indicated, it shall be taken for granted that item(s) has/have been offered strictly as per the requirements given in the enquiry.

12. **Delivery.**

**12.1 Delivery schedule:**

Offered delivery period shall be based on delivery schedule indicated in the enquiry. In case of any deviation, bidder shall offer his best, realistic and firm delivery, which shall be specific and guaranteed. Delivery period shall be reckoned from the date of LOI/P.O whichever is the first intimation of acceptance of bidder's offer. Final date of delivery shall be evidenced by date of dispatch of materials as per transporter's Lorry Receipt/Goods Receipt/RR/PWB/AWB. In case stage inspection or pre-despatch inspection is involved, the bidder shall take into account 15 days notice to APGENCO to depute inspection Engineer. In view of this, delivery time shall be inclusive of time taken for inspection. For delivery beyond contractual delivery period, provisions of 'General Purchase Conditions' shall apply.

**12.2 Early delivery**

It shall be noted that if an order is placed on high bidder, in preference to lowest acceptable offer, in consideration of an earlier delivery, the bidder shall be liable to the corporation, the difference between the ordered rate (s) and the rate(s) quoted by the lowest acceptable bidder in case the bidder fails to complete the supply in terms of such order within the date (s) of delivery specified in the tender and incorporated in the order. This is without prejudice to other right under terms of order.

13. It is not binding on APGENCO to accept the lowest or any bid. The corporation reserves the right to place orders for individual items with different bidders and to revise the quantities at the time of placing the order. The quoted rates, terms and conditions shall apply. The order for the materials may also be split up between different bidders to facilitate quick delivery of critically required materials. APGENCO further reserves the right to accept or reject any/all bids without assigning any reasons thereof .
14. APGENCO at its sole discretion unilaterally may change the quantities to the extent of  $\pm 20\%$  as indicated in tender enquiry/NIT. The successful bidder shall be bound to supply these quantities on the same rate and terms and conditions.
15. Bidders are requested to fill in the enclosed Proforma for terms and conditions and submit the same in duplicate along with their offer.
16. Orders placed against this tender enquiry shall be subject to 'General Purchase conditions' of APGENCO, a copy of which is enclosed. Bidders are requested to confirm acceptance in to to in their offer.
17. Make /Brand of items offered shall be specified failing which offers are liable to be rejected. It shall be appreciated if one copy of detailed descriptive literature/pamphlets shall be enclosed along with the offer which may help technical evaluation.
18. In case material offered is ISI marked/tested at any Govt. recognized test house; copies of relevant certificate shall be furnished along with the offer.
19. Test certificate of manufacturer/Govt. Test House shall be submitted if so stipulated.
20. If the bidder is on DGS&D Rate Contract for item(s) covered in tender enquiry. A copy of the same shall be enclosed along with the offer. SSI/NSIC units shall furnish a coy of registration certificate.
21. Samples shall be submitted with the offer wherever asked for and it is to be noted that they shall only be supplementary to the specification and would not supersede the specification. Samples are relied upon solely to describe attributes that are not quantifiable like colour, luster feel etc., bidder shall submit samples freight paid, through register post parcel/Road transport and should ensure that samples reach APGENCO within the stipulated date and time. No cognizance will be given to such samples, which are received after the specified date and time.