

APGENCO

**PURCHASE
MANAGEMENT SYSTEM
MANUAL**

VOLUME II

Appendices & Annexures

**ANDHRA PRADESH POWER GENERATION
CORPORATION LIMITED
(A Govt. of A. P. Undertaking)
Vidyut Soudha, Somajiguda,
Hyderabad- 500 082 (AP)**

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED
Purchase Requisition (For Stock Items)

Ref. No. _____ Department Code _____ Budget Head _____ PR No. _____
 Date _____ Urgency (Normal/Urgent) _____ Estimated Value _____ Date _____

Brief Description _____

Sl. No	Material Code/ Folio No.	Material Description	UM	Total Quantity Required	Estimated Rates	Delivery Date	Schedule Quantity
			Re-order Level	Quantity in Stock	Last Purchase Price		

Reasons for Urgent Rating _____
 As per Delegation of Power Clause _____ PR requires approval of _____

Signature-----

Date-----

Designation-----

Requisitioning Officer

Stores

HOD

Approving Authority

Purchase

- Enclosure:**
1. Detailed Technical Data Sheet/Drawings/Quality Assurance Plan
 2. List of suggested vendors

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED
Purchase Requisition (For Non-Stock Items)

Ref. No _____ Department Code _____ Budget Head _____ PR No. _____
 Date _____ Date _____

Urgency (Normal/Urgent) Type of PR (Indigenous/Imported) Estimated Value _____

Brief Description _____

Sl. No	Material Code/ Folio No.	Material Description	UM	Total Quantity Required	Estimated Rates	Delivery Date	Schedule Quantity
			VED Rating	Quantity in Stock	Population		

Reasons for Urgent/Emergent Rating _____
 As per Delegation of Power Clause _____ PR requires approval of _____

Signature-----

Date-----

Designation-----

Requisitioning Officer HOD Approving Authority Finance Stores Purchase

- Enclosure: 1. Detailed Technical Data Sheet/Drawings/Quality Assurance Plan
 1. List of suggested vendors

Appendix – D

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Proprietary Article/ OEM/ OES/ Standardization/ Single Source Procurement Certificate:

1. Manufacturer/Supplier's name and Address :
2. Description of articles :
3. Indigenous or Imported. :
4. Indian Agent, if any :
5. Quantity Requisitioned :
6. Estimated Value :
7. Dept. Sl. No. and date of Requisition :

8. This is to certify

(a) that to the best of my knowledge, item (s) covered in the above requisition are manufactured by manufacturer indicated above only and as such, item (s) are declared as proprietary item (s) of their.

(b) that the above items have been standardized on the above vendor (s) for a period _____ vide note No. _____ dated _____.

(c) that the spares covered in this requisition are required for use on the equipment manufactured/ supplied by the vendor as indicated above and as such these are declared as proprietary spares of theirs.

(d) that the item(s) covered in the above requisition and manufactured by the vendor indicated above should only serve our purpose and no other make shall be suitable. Hence the item (s) requisitioned may be procured from them on Single Tender Basis.

Signature:
Name & Designation

Note:

1. Please delete whichever is not applicable.
2. This certificate should be approved/ signed by an officer not below the level of Superintending Engineer/ Divisional Engineer where they are station heads

Appendix- E

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Control Number Scheme of Documents in Purchase System:

1. Purchase Requisition Control Number both for Stock and Non-stock items : XX XXXX (6 Digits)

First two digits to be decided by Unit/Power Stations indicating sub-group in Purchase Section

Last Four digits are control numbers to be given by Purchase Section starting from 0001 on beginning of financial year (running serial number for all purchase groups)

2. Purchase Enquiry Number : X XX XXXX (7 digits)

First Digit- Mode of enquiry

 - 1 Limited Tender
 - 2 Open Tender
 - 3 Single Tender PAC
 - 4 Single Tender Standardization
 - 5 Single Tender OEM/OES
 - 6 Single Tender on Ground of Urgency
 - 7 Single Tender
 - 8 Direct Import
 - 9 Repeat Order
 - C Cash Purchase
 - R Rate Contract APGENCO/ DG&SD
Next two digits (2nd and 3rd) to be decided by Unit/Power Stations indicating sub-group in Purchase Section

Last Four digits are control numbers to be given by Purchase Section starting from 0001 on beginning of financial year (running serial number for all purchase groups)

3. Purchase Enquiry Amendment No. : X XX XXXX X (8 digits)
- First 7 digits are enquiry number,
same as above
- 8th (last) digit is Purchase Enquiry Rev.
No. 1, 2 and so on
4. Purchase Order Control No. : X X XX XXXX (8 Digits)
- First Digit- Year of P.O.
2001- 2002 –1
2002- 2003 –2
2003– 2004 –3
- Second Digit- Mode of Procurement-
Same as Modes of Tender Enquiry
- Next two digits (3rd and 4th) to be decided
by Unit/Power Stations indicating sub-
group in Purchase Section
- Last Four digits are control numbers to be
given by Purchase Section starting from
0001 on beginning of financial year
(running serial number for all purchase
groups)
5. Amendment to P.O. No : X X XX XXXX X (9 digits)
- First 8 digits – P.O. No. Same as above
- Last (9th digit) is amendment No. 1,2,3 &
so on.

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

List of Standard Unit of Measurement

Unit Of Measures

Number	NO
Meters	MR
Metric Tone	MT
Kilo Gram	KG
Pairs	PR
Liters	LT
Set	ST
Kit	KT
Roll/Reel	RL
Gram	GM
Millie Litre	ML
Pounds	LB
Packets	PK
Square Feet	SFT
Cubic Meter	CM
Square Meter	SM
Gross	GR
Dozen	DZ
Phial	PH
Cubic Feet	CFT
Yards	YD
Feet	FT
Chain Links	LK
Short Ton	TN

Appendix- G

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

_____ **Power Station/ Corporate Office, Hyderabad**

Ref: _____

Date _____

From
The Divisional Engineer (Purchase)

To:
M/s. _____

Sub: Supply of _____ -- Security
Deposit furnished -- Approval -- Reg.

Ref: 1) Purchase Order No. _____ dated _____.
2) Your letter No. _____ dated _____.

Demand Draft No. ----- / Bank Guarantee No. _____ furnished
under cover of your letter referred to above towards security deposit against the above Purchase
Order is found to be in order and is hereby accepted.

The Permanent Receipt for the above shall be sent separately.

Divisional Engineer/Purchases

Copy to:
The Finance Wing

The DD/BG No _____, dt. _____ furnished by the Company is herewith enclosed
for further needful action at your end.

Appendix- H

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

_____ **Power Station/ Corporate Office, Hyderabad**

From
The Divisional Engineer (Purchase)

To
The Senior Accounts Officer

[Through Divisional Engineer (Stores)]

Ref _____:

Date _____

Sub: Supply of -----
----- / Release
of Security Deposit -- Reg.

Ref: Purchase Order No. _____, dated: _____.

The above mentioned order was placed on M/s _____

_____.

The party had submitted Security Deposit of Rs..... (Rupees:

_____ in the form of

_____.

The party has executed the order in full, and there is nothing outstanding from the party as per our records.

You are requested to release the security deposit against the above order at the earliest, under intimation to this office.

Divisional Engineer/Purchases

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Ref: _____

Date _____

From
The Divisional Engineer (Purchase)

To:
The Senior Accounts Officer

Sub: **T.S. No. ----- for supply of-----**
Cost of bid documents remitted

Bid documents as detailed below have been sold to prospective bidders

Sl. No.	Name of the bidder to whom documents have been Issued.	Payment details (DD No. & Date)	Amount Rs.	Remarks

Total

(Rupees _____)

The above (Nos.) Demand Drafts/Banker's Cheques/Pay Orders are enclosed for further needful action at your end.

Divisional Engineer/Purchases

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

**Materials Management Department
STATEMENT OF BID OPENING**

Enquiry / NIT No. _____ for procurement of _____

Date _____ Bid opened on _____.

Sl. No.	Name of Bidder	Status of Response Quoted/Not Quoted/Regret	Offer No. & Date	Details of samples, If any	Offer Opened/ Not opened	Details of Earnest Money Deposit	Signature Of Bidder's Representative If present	Remarks

NB: Only in case of open tender, bidder's representatives shall be associated to witness bid opening

Signature of Tender Opening Committee members

(Representative of Materials Department)

(Representative of Finance Department)

Appendix - K

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

BID OPENING REGISTER

Description of Materials----- Mode of enquiry-----

Sl. No.	Enquiry No.& Date	Enquiry Issued to	Offers Received (Vendors)	Offers Opened	Offers with EMD/ Without EMD	Signature of Purchase Executive	Remarks

Signature of Purchase Executive

Appendix- L

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Ref. _____

Date _____

Sub: Purchase of ----- /
Extension of due date of receipt of bids

Ref: T.S. /Enquiry No. ----- Date -----.

1. Purchase Requisition No. & Date :
 2. Estimated value of Purchase Requisition :
 3. Nature of Purchase Requisition : Normal/Urgent
 4. Requisitioning Department 's recommendations
if PR is urgent :
 5. Enquiry No. & Date :
 6. Bid opening date :
 7. Offers received on bid due date :
With/Without EMD
- a) M/s.
 - b) M/s.
 - c) M/s.
 - d) M/s.

In view of poor response and also to ensure response from more bidders, thereby obtaining competitive rates, it is proposed to extend bid receiving date by 10 days from the date of approval

As per clause _____ of Delegation of Powers, the proposal needs kind approval of _____.

Submitted for perusal and approval please.

Asst. Engineer/Asst. Divisional Engineer

Divisional Engineer/Purchases

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Comparative Statement

Material Department			1		2		3		4		5		6		7
Indent No.		Date:	M/s.		M/s.		M/s.		M/s.		M/s.		M/s.		Last Purchase Ref. Order No. & Date & Rate
Enquiry No. and Date			Offer No. Date		Offer No. Date		Offer No. Date		Offer No. Date		Offer No. Date		Offer No. Date		
SL.No	Description of Material		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		
	UM	Qty	Q.P	L.P	Q.P	L.P	Q.P	L.P	Q.P	L.P	Q.P	L.P	Q.P	L.P	
1.															
2.															
3.															
4.															
5.															
1.	Price Basis														Remarks
2.	Discount If Any														
3.	P&F Charges														
4.	Excise Duty														
5.	Sales Tax														
6.	Transit Insurance														
7.	Freight														
8.	Payment Terms														
9.	Validity Upto														
10.	Earnest Money Deposit														
11.	Price Firm/Variable														
12.	Delivery Period														
13.	Liquidated Damages														
14.	Guarantee/Test Certificate														
15.	Security Deposit														
16.	PBG														
17.	Loading Factor (%)														
			%		%			%		%			%		

Prepared by:

QP = Quoted Price

Checked by (Purchase Executive):

LP = Landed Price

Checked and Concurred (by Finance):

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Ref: _____

Date _____

Sub: Technical Scrutiny of Offers:

PR No. & Date _____ **T.S./ Tender Enquiry No. & Date:** _____.

BOD _____ Brief Description of Items: _____

Against the above tender enquiries, offers have been received from the following bidders. Case File containing the bids, Comparative Statement and other relevant document is enclosed/ Duplicate copies of offers alongwith a copy of comparative statement are enclosed.

SL. No.	Name of the bidder	Number of Sheets
1.		
2.		
3.		
4.		
5.		
6.		

You are requested to kindly conduct the technical scrutiny of the offers and communicate your comments on suitability. In case of rejection of any offer, the details/deviation from tender enquiry specifications may please be brought clearly.

In order to finalize the order promptly, kindly extend cooperation and favour with technical comments within a period of one week.

Purchase Executive
Asst. Engineer/Asst. Divl. Engineer

Divisional Engineer/Purchase

Superintending Engineer/Divisional Engineer (Requisitioning Department)

Appendix O

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Ref: _____

dated _____

Sub: Proposal for Placement of Purchase Order (value below Rs.2 lakh)

The proposal as detailed below is submitted for financial concurrence and approval of competent authority

1.	Purchase Requisition No. & Date	
2.	Requisitioning Department	
3.	Nature of requisition	Normal/Urgent/PAC or
4.	Estimated Value of Requisition	
5.	Brief Description of `items	
6.	Number of Items	
7.	Type of Tendering	Open/ Limited/ Single ()
8.	Enquiry /Tender NO. & Date	
9.	Number of Bidders approved for issue of tender enquiry/tender documents.	_____ vide Note sheet page No. _____
10.	Date of Bid Opening with extension if any.	
11.	Number of Offers Received and Opened	Received _____ Opened _____
12.	No of offers Rejected a) Due to Commercial Reasons b) Due to technical unsuitability	_____ _____
13.	Comparative Statement a) Prepared on b) Vetted on and c) Placed at page number	----- ----- -----
14.	Technical Scrutiny at Done on	Note at _____ _____
15.	Price Reasonability	LPP mentioned against items in Comparative statement where available and _____ _____
16.	Details of Proposed Order (a) Name of the Company (b) Offer No. & Date and page at SL. No. (c) Rank	_____ _____ _____

Sl. No	Items	Qty.	Rate Rs.	Disc	Net Rates Rs.	Value Rs.
1.						
2.						
3.						
4.						
5.						

Total Value: Rs.

Total Value in words: (Rupees _____ only)

TERMS & CONDITIONS:

1.	Price Basis	F.O.R
2.	Excise Duty	
3.	Sales Tax	
4.	Packing and Forwarding Charges	
5.	Mode of Despatch	
6.	Freight	
7.	Transit Insurance	
8.	Prices	Firm/Variable
9.	Payment Terms	Asked by Bidder _____ Proposed by APGENCO _____
10.	Bank charges	
11.	Earnest Money Deposit	
12.	Security Deposit	
13.	Performance Bank guarantee	
14.	Delivery Period	
15.	Liquidated damages	
16.	TC/Warrantee/Guarantee	

As per clause No. _____ Proposal needs kind approval of _____

Finance may kindly vet the draft purchase order, concur the proposal and competent authority may kindly approve the same

Asst.Engineer/Asst.Divl.Engineer/Purchases

Asst.Divl.Engineer/Divisional Engineer/Purchases
Finance
Approving Authority

Appendix- P

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Register for recording Purchase Orders Awarded without Financial Concurrence

SL. No	Enquiry No. and Date	Nature of Enquiry limited or Single	Date of opening	Names of Bidders who Responded	Description of materials
1	2	3	4	5	6

Name of Supplier	Purchase Order No. Date	Value of P.O.	Details of order Execution
7	8	9	10

Note: This register shall be put up to DE/SE every month for their information

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Ref: _____

Dated _____

Sub: Nomination of Tender Evaluation Committee Members

Purchase Requisition No. & Date :
Brief Description of item (s) :
Requisitioning Department :
Type of Enquiry : Open/Limited/Single tender
Enquiry Date :
Bid Opening Date :
Rating of Purchase Requisition : Normal/ Urgent
Tender Evaluation Committee Member Level : (As per Section 10.11.1 of Purchase Management System Manual)

Department	Name & Designation of Member	Signature of H.O.D.
Materials Management		
Finance		
Requisitioning Department		

Competent authority may nominate a member from his department

**Asst. Engineer/Asst. Divisional Engineer
(Purchase)**

Distribution:

DE (Purchase)
H.O.D. (Materials)
H.O.D. (Finance)
H.O.D. (Requisitioning Department)

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

_____ **Full Address**

Purchase Order No. _____ Our Enquiry No _____
Date: _____ Date _____
Requisitioning Dept. Code _____ Vendor Code _____
Budget Allocation _____
M/s. _____

Phone No. _____ Fax No. _____

Sub: Supply of _____.
Ref: Your Offer No. _____ Dated _____.

We are pleased to confirm our acceptance to your offer/and subsequent correspondence referred to above. Kindly arrange to execute the supplies strictly as per specification and quantities as indicated in Annexure-I subject to the conditions specified herein, Our General purchase Conditions, Despatching & Invoicing Instruction enclosed. Kindly arrange to return duplicate copy of this order duly signed and stamped within 10 days in token of having received and accepted the order.

- 1. Total value of order. :
- 2. Price Basis. :
- 3. P&F Charges. :
- 4. Excise Duty. :
- 5. Sales Tax. :
- 6. Place of Despatch. :
- 7. Place of Delivery. :
- 8. Mode of Despatch. :
- 9. Transit Insurance. :
- 10. Inspection. :
- 11. Payment Term. :
- 12. Bank Charges. :
- 13. Warrantee/Guarantee. :
- 14. Security Deposit. :
- 15. Performance Bank Guarantee. :
- 16. Liquidated Damages clause. :
- 17. Price Variation. :
- 18. Special Instructions. :

for and on behalf of APGENCO

(Signature)

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Annexure-I to PO:

Purchase Order No _____ dated _____

Enquiry No . _____ dated _____ Vendor Code _____

SL No	Material Code/ Folio No.	Material Description	UM	QTY	Net Rates (Rs)	Value (Rs.)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

Total Order Value: Rs. _____

Total Order Value in words: (Rupees ----- only)

Consignee :

Banker :

Our Authorized Transporter :

for & on behalf of APGENCO

Enclosure:

- i) General Purchase Conditions
- ii) Despatching & Invoicing Instructions
- iii) Proforma of Performance of Bank Guarantee
- iv) Proforma for guarantee for Equipment Performance
- v) Proforma of Bank Guarantee in Lieu of Security Deposit
- vi) Guide-lines for submission of Bank Guarantee:

Note: Document at SL. iii) to vi) shall be furnished if there is provision of Security Deposit and/or Performance Bank Guarantee for 10% value of order.

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Ref. _____

Date _____

Sub: Proposal for amendment to purchase Order:**A. Delivery Period Extension:**

1.	Purchase Order No. & Date	:	
2.	Name of the Supplier	:	
3.	Brief Description of Materials	:	
4.	Total value of Purchase Order	:	
5.	Original Date of Delivery as per P.O.	:	
6.	Actual date of delivery	:	
7.	Have the supplier asked for extension after completing the supplies?	:	Yes / No
8.	Value of supplies for which extension is sought	:	Rs. _____ (_____ % of order value)
9.	Reference of supplier's request	:	
10.	Extension required upto	:	
11.	Whether there is any financial involvement. If yes, details of the same may be given (such as increase in sales tax, Excise duty etc.)	:	
12.	Brief reasons for extension of delivery period, as communicated by supplier	:	
13.	Whether any demonstrable loss on account of late delivery/non-availability of materials as reported by Requisitioning Department	:	Yes / No
14.	Recommended for		
	a) Extension of delivery period upto _____ without any extra payment, if any on account of above, without LD/with LD.		
	b) Extension of delivery period upto _____ without extra payment, detailed as under without LD.		

B. Any Other amendment:

Approving authority as per clause No. _____ of delegation of powers is _____.

Purchase Executive

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

_____ **Station/ Corporate Office**

_____ **Full address**

(Materials Management Department)

Amendment to Purchase Order

M/s _____

Purchase Order No. _____

Date _____

Amendment No _____

Date _____

Your Reference No. & Date

The above order is hereby amended as under:

All other terms and conditions of the order remain unchanged.

for and on behalf of APGENCO

Asst.Divisional Engineer/Divisional Engineer
(Purchases)

Distribution:
DE (Stores)
Sr. Accounts Officer
Requisition Department
Master file
P.O. File

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

(Materials Management Department)

No. _____

Date _____

REQUISITION FOR PAYMENT

1. Purchase Order No. & Date :
2. Name & Address of supplier :
3. Payment Term as per order :
4. Purchase Order Value :
5. Budget Head :
6. Amount Already Released :
7. Amount to be released now :
8. Suppliers Proforma Invoice No., Date & Amount :
9. Mode of payment : Through Cheque/ Demand Draft
(If DD, Bank charges to be borne by)
10. Payment to be sent to supplier : Directly/or through Materials Department

(Prepared by)

(Approved by)
ADE/DE (Purchases)

Encl.: Proforma Invoice
Copy of Purchase Order

Appendix – V

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Cash Purchase Register

Department: _____

Section: _____

Cost Centre: _____

Financial Year _____

SL. No.	Description of item	UM	Quantity	Name of supplier	Invoice /Cash Memo No And date	Amount	Cumulative total of Cash purchase	Remarks	Signature of Purchaser	Signature of Receiver
1	2	3	4	5	6	7	8	9	10	11

Note: Requisition of such payment shall be done by Requisitioning Officer competent to do so as per Delegation of Powers

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Cash Purchase Requisition

Requisitioner's reference No. _____
Date _____

Requisition Control No. & Date _____
(To be assigned by Purchase Section)

Requisitioning Department _____ Section _____

Signature of ADE/DE (Purchase)

Budget Head _____ for the year _____ Cumulative Expenditure on Cash Purchases _____

Items detailed below may kindly be cash purchased to meet urgent requirement within _____ days:

Reasons for urgency/ sundry purchases _____
_____.

SL. No.	Material Code/ Folio No.	Description of Materials	UM	Quantity Required	Estimated Value	Sources of Supply	Pending PR or order; If any	Remarks
1	2	3	4	5	6	7	8	9

Requisition Prepared by _____

Recommended by _____

Approved by _____

Name with Designation

Name with Designation

Name with Designation

Note: If the item is of Proprietary nature, PAC duly approved by an authority at the level of Superintending Engineer or higher shall be enclosed.

Checked at Stores (Material Planning & Inventory Control Group)

Approved by Materials Department

Signature _____
Designation: _____

Signature _____
Designation: _____

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

_____ **Station/Corporate Office**
 Full Address
 Materials Management Department

Phone No. _____

Fax No. _____

‘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/ Head of Materials Management Department.

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 DD/Pay Order/Banker’s cheque
- 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) as EMD in the form of DD/Pay order/ Banker’s cheque. 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 registration certificate No.** on the sealed envelope and also furnish a copy of certificate alongwith offer.

- 1.5. The fact of having enclosed the EMD, in requisite forms as indicated in 1.1, or bidder holding permanent EMD (1.4), shall clearly be superscribed on the sealed envelope. Failing which their offer may not be opened and returned back to them unopened without any consideration whatsoever.
- 1.6. **Cases where the EMD is superscribed 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.**
- 1.7. The EMD of unsuccessful bidders shall be returned to them, as soon as purchase decision against the tender is taken,
2. **Due date and time and submission of offers:**

Offers in **duplicate** and complete in all respects (**preferably typed**) shall be sent in sealed envelope and preferably by Registered Post/ Speed Post, well in time so as to reach us before bid due date and time. Offers sent through courier/personally brought by your representative, shall not be accepted, **if presented after due date and time of submission of bids.**
- 2.1. In exceptional circumstances, you may send the offer by **FAX** with all terms and conditions, which shall be considered subject to fulfillment of following conditions:
 - i) Fax offers are received in time before scheduled bid opening date and time.
 - ii) Fax offer indicate basic and essential features of the tender
 - iii) They are followed by regular offers as confirmatory offers which have been sent by Registered Post/ Speed Post, atleast one day before the scheduled date of opening and received within reasonable time.
 - iv) The confirmatory offers fully conform in all respects to the offers furnished through fax.
- 2.2. The sealed cover as well as outer envelope shall be superscribed with Enquiry No. Due Date & Time of Submission, Details of EMD (Mode of remittance, Exemption of EMD with details, Permanent EMD (PEMD) indicating Certificate No.) and validity failing which the offer may be rejected.
- 2.3. The bidders who have been addressed by tender enquiry, or who had purchased the bid documents should only quote.
 - i) If the tender enquiry (single/ limited) is passed on to a distributor/ dealer or to associate/ sister organization by the vendor, to whom the enquiry was sent originally, they shall authorize them through a proper letter (Proforma enclosed), a copy of which shall be enclosed with the bid. The envelope containing the bid must be superscribed; stating that letter of authority is enclosed with the bid. A copy of such letter shall preferably, be submitted directly before the bid opening. **In absence of such authority letter and also superscription on the envelope, the bid shall be treated as unsolicited and shall run the risk of not being opened.**

- ii) Similarly change in the name of the company/address viz.- a- viz. what has been indicated in tender enquiry must be reported in advance, supported by relevant documents and superscription on the envelope that supporting details are inside the **envelope failing which the offer may be treated as unsolicited and run the risk of not being opened.**

The time of actual receipt in the office will only count for acceptance of the offer. The date of tender, date stamp of Post Office or date stamp of any other officer will not count. APGENCO shall not be responsible for any postal or any other transit delays.

- 2.4. Post tender rebates or deviation 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 also the original offer itself will get disqualified on this account, and bidder's EMD shall be forfeited.**
- 2.5. 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 rates in words shall be considered for the purpose of evaluation.**
- 2.6. Bidders may note that due date and time of opening the bids shall strictly be adhered to and accordingly, if they wish to witness the bid opening (only in case of Open Tender), 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 opened on next working day at the same time.**
- 2.7. Standard printed conditions attached to the tender will not be accepted. Only those mentioned in the body of the offer will be considered.
- 2.8. In case of non- submission of offer, it shall be appreciated if the vendor sends a regret letter and returns all drawings etc., if any, furnished to them with tender enquiry. **The envelope shall be superscribed ' Regret letter inside'.**
- 2.9. The bidder shall certify that the quoted rates are as applicable to Government Dept./ Public Sector Undertaking 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 120 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 alongwith 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 alongwith P.O. details and performance report, if any, shall be furnished

6. **Acceptance of APGENCO Payment Terms**

The standard payment terms shall be

i) **Within the Contractual delivery period:** 95% of the all inclusive price of the materials will be paid on receipt and acceptance of the material in good condition at site against furnishing of Bank Guarantee as stated in 8.3.15 (Volume-I) for 10% value of the contract covering the guarantee period and the balance 5% will be paid after 90 days thereafter and after completion of the delivery formalities.

ii) **Beyond the contractual delivery period:** 90% of the all inclusive price of the materials will be paid on receipt and acceptance of the material in good condition at site against furnishing of Bank Guarantee as stated in 8.3.15 (Volume-I) for 10% value of the contract covering the Guarantee period and balance 10% after 90 days thereafter subject to effective performance of the contract and settlement of liquidated damages etc.

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 get loaded with 1.25% of landed cost per month as interest on advance payment.

7. **Price Basis**

Kindly quote F.O.R. destination prices and despatch of materials through our authorized transporter. However, if the quoted rates are ex-works or F.O.R. Station of Despatch. Loading @ 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 Despatch 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 Despatch, loading shall be done on their quoted price @ 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 despatch 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 despatch 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 despatch 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 higher 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 toto 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 copy 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

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

_____ **Power Station/ Corporate Office, Hyderabad**
Full Address

Materials Management Department
Instructions for Foreign Bidders

- 1) Prices shall be FOB/ FCA (INCOTERM 2000) Port of Shipment
- 2) Prices shall be in any freely convertible currency such as Dollar, Pound Sterling, Deutsch Mark, and Japanese Yen, Euro etc.
- 3) The prices shall be firm till complete execution of order and free from correction and erasures.
- 4) The offer shall be valid for 180 days from the date of Bid Opening
- 5) Offer shall be submitted in English Language only
- 6) Delivery period shall be firm and clearly indicated in the offer. In case of urgency of requirements, early deliveries may be asked.
- 7) Packing shall be strong enough to withstand the transit hazards to ensure safe delivery, keeping in view the nature of goods
- 8) Approximate gross and net weight shall be mentioned in the offer.
- 9) Name of Foreign Advising banker, Country of Origin, Port of Shipment should be indicated in the offer.
- 10) Indian Agency Commission, if any, payable by us shall invariably include in FOB/FCA prices. Percentage of Commission shall clearly be mentioned and also their name and address. A copy of agreement with Indian Agent shall also be furnished with the offer.
- 11) Subject to the limits as per Govt. of India guidelines, Indian Agency Commission, if any, shall be paid in Indian Rupees.

The ceiling limits shall have to be strictly adhered to and any deviation therefrom shall not be acceptable.

- 12) We would prefer to deal directly with the foreign supplier. In case our Tender Enquiry is passed on to Indian Agent/ Distributor, we shall be informed of the same. The offer from Indian Agent/ Distributor shall be acceptable subject to following.

- a) The offer is submitted in accordance with the above instructions forwarding therewith a copy of Agreement with their Principal.
- b) The offer submitted by Agent/ Distributor for and on behalf of the Principal, is supported with Authority from the Principal in a Proforma enclosed herewith/ Power of Attorney in favour of Indian Agent duly notarized.
- c) In the event of offer submitted in Indian Rupees: Principal's price list, applicable Custom Duty and Countervailing duty, if any with specific reference clause and base Exchange Rate is to be informed.
- d) The Agent must have registration with Director General of Supplies & Disposal/ Govt. of India.

13) Payment Terms

1. **FOREIGN SUPPLIER:** 100% of the FOB/FCA price minus commission of Indian Agent, if any, shall be payable through Irrevocable Letter of Credit against presentation of shipping documents as per the provision of the Purchase Order. A confirmed Letter of Credit is normally not established. In event of the insistence on confirmation, the charges for such confirmation shall be born by the supplier.
2. **INDIAN AGENT'S COMMISSION:** 100% agency commission, if any shall be payable to Indian Agent in equivalent Indian Rupees at the rate of exchange applicable as on date of AWB/Bill of Lading within 30 days of shipment of materials against Invoice supported by a certificate from their Banker indicating exchange rate (TT buying), applicable on the date of above shipping documents. In case of date of shipping happens to be a Bank holiday, the exchange rate applicable on the last working day prior to date of shipment shall be considered.
3. All bank charges on account of Letter of Credit payable out side India shall be borne by the Foreign Supplier.
4. The Letter of Credit shall not allow partial shipment or trans shipment normally.
5. The Purchaser shall make arrangements for transportation by Sea/Air by Indian Flagship/Vessels/Air India as also the Marine Insurance Cover and Seller shall follow all instructions given in this regard in the Purchase Order.

14) Validity of Letter of Credit:

The Irrevocable Letter of Credit to be opened through the Purchaser's Bank shall normally be kept valid for a period of 90 days. The Letter of Credit shall be opened upon intimation from the supplier about the expected date of shipment of materials. Extension of validity of Letter of Credit will normally be not allowed.

- 15) Bidder shall note that rate of exchange as applicable on the Bid Opening Date shall be considered for the purpose of evaluation.

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

(_____ Power Station/ Corporate Office
(Full Address)

GENERAL PURCHASE CONDITIONS

SECTION- I

GENERAL

- 1.1 The following terms and expressions used herein shall have the meaning as indicated therein:
Supplier/ Vendors: shall mean the individual firm or company whether incorporated or otherwise in whose name this purchase order is addressed and shall include its permitted assigns and successors.
- Purchaser/ Corporation: shall mean Andhra Pradesh Power Generation Corporation Ltd., (A Govt. of A. P. Undertaking), a company incorporated in India under Companies Act 1956, having its Registered Office at Vidyut Soudha, Hyderabad – 500 082 (AP)
- 1.2. **Reference:**
This purchase order number must appear on all the correspondence, packing slips, invoices, drawings or any other document or paper connected with this purchase order.
- 1.3. **Specifications and drawings:**
Any information or details which are included in the specifications but not indicated in the drawings and vice-versa shall have the same effect and meaning as if included for and shown both in the specifications and drawings. In case of any dispute between the specifications and drawings, the decision of the Corporation or its authorized representative shall be final and binding.
- 1.4. **Addition/ Alterations/ Modifications:**
The Corporation reserves the right to make additions/alterations/ modifications to the quantity of items in the purchase order. The supplier shall supply such quantities also at the same rate as originally agreed to and incorporated in the purchase order. The variation shall, however, be limited to $\pm 20\%$ of the ordered quantity.
- 1.5. **Waiver:**
Any waiver by the authority of any breach of the terms and conditions of the purchase order shall not constitute any right for subsequent waiver of any other terms or conditions.
- 1.6. **Sub-letting and Assignment:**
The supplier shall not, save with prior consent in writing of the Corporation, sublet, transfer or assign this order or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibilities under the contract.

1.7. Information Provided by the Corporation:

All drawings, data and documentation that are given to the supplier by the Corporation for the execution of the order are the property of the Corporation and shall be returned back when demanded. Except for the purpose of executing the order of the Corporation, supplier shall ensure that the above documents are not used for any other purpose. The supplier shall further ensure that the information given by the Corporation is not disclosed to any person, firm, body, corporate and/or authority and make every effort that the above information is kept confidential. All such information shall remain the absolute property of the Corporation.

1.8. Name Plate:

Equipment should be provided with name plate giving full details of manufacture, capacity and other details as specified in the relevant IS or other specification stipulated. The purchase order No. and Date and Year of supply and the words 'APGENCO' must be etched on the name plate.

1.9. Interchangeability:

All similar materials and removable parts of similar equipment shall be interchangeable with each other. A specific confirmation of this should be furnished alongwith the invoices for the supplies.

1.10 Materials & Workmanship

Supplier shall fully warrant that the stores, equipment and component supplied against the purchase order shall be new and first quality, according to the specifications and shall be free from defects (even concealed faults, deficiency in design, materials and workmanship).

1.11. Spare Parts, Oil & Lubricants:

Wherever applicable, the supplier shall furnish to the Corporation, item-wise price list of spares required for two year operation and maintenance of the ordered equipment. The supplier shall also furnish necessary instructions and drawings to identify the spare part numbers and their location as well as an interchangeability chart. The supplier shall recommend the quality of oils and lubricants required to be used for uninterrupted operation (atleast for one year) of the equipment supplied against this order.

1.12. Supplier's Liability

Supplier hereby accepts full responsibility and indemnifies the Corporation and shall hold the Corporation harmless from all acts of omission and commission on the part of the supplier, his agents, his subcontractors and employees in execution of the purchase order. The supplier also agrees to defend and hereby undertakes to indemnify the Corporation and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the work under the purchase order.

1.13. Excess to supplier's Premises:

The Corporation and / or its authorized representative shall be provided access to supplier's and / or his sub-contractor's premises, at any time during the pendency of the purchase order, for expediting the supplies, inspection, checking etc.

1.14. **Sale Conditions:**

With supplier's acceptance of the provision of this purchase order, he waives and considers as cancelled any of the general/ special sales conditions.

1.15. **Modifications**

This purchase order constitute an entire agreement between the parties hereto. Any modification to this order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

1.16. **Inspection/checking/testing**

All materials/ equipment to be supplied against this purchase order shall be subject to inspection/ checking/ testing by the Corporation or its authorized representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in the presence of authorized representative of the Corporation. Supplier shall notify the Corporation for the inspection of materials/ equipment when they are ready, giving atleast 10 days notice. If upon receipt at our Stores, the material/equipment does not meet the specifications, they shall be rejected and returned to the supplier for repair/modification etc. or for replacement. In such cases all expenses including to- and- fro freight, re-packing charges, transit insurance etc shall be to the account of supplier.

Inspection by the authorized representative of the Corporation or failure of the corporation to inspect the material/equipment shall not relieve the supplier of any responsibility or liability under this purchase order in respect of such material/ equipment not be interpreted in anyway to imply acceptance thereof by the Corporation. Whenever specifically asked for by the Corporation, the supplier shall arrange for inspection/testing by Institutional Agencies such as Lloyds Register of Industrial Services, Boiler Inspectorate, RITES etc In such cases vendor shall adhere to the inspection/ testing procedures laid down by such agencies. All expenses including inspection fees shall be to the suppliers account unless agreed to the contrary and specified in the purchase order.

1.17 **Packing and Marking:**

All materials/equipment shall be securely packed to the requirements of transportation by Rail/ Road/ Sea transport. All exposed services/ connections/, protrusions shall be properly protected. All unexposed part shall be packed with due care and the packages should bear the words ' handle with care'. The packing requirements of Rail/ Road transport shall be complied with so as to obtain clear Railway Receipt/ Lorry Receipt i.e. without any qualifying remarks.

All packages and unpacked materials shall be marked with the name of Consignor, Consignee, Purchase order No., gross and Net weight, sign of handling, if any, with indelible paint in English atleast at two places. In case of bundles, metallic plates marked with the above details shall be tagged with such bundles.

1.18 **Despatch of Materials:**

The supplier is responsible for the safe delivery of the goods in good condition at destination stores. The supplier 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.

After packing the materials/ equipment those shall be despatched strictly as per the provision of purchase order. In case any changes in the mode of transportation and/or transporter has to be done, the same shall be done only after obtaining prior approval in writing failing which documents for advance payment through bank shall not be honoured. Normally the goods shall be despatched through our approved transporter only as indicated in the purchase order. All formalities related to allotment of wagons, loading permission from Railways shall be completed by the supplier. The supplier shall communicate immediately the despatch details to the consignee as specified in the purchase order. The Original despatch documents either directly or through bank shall be forwarded immediately, failing which the supplier shall be responsible for any delay in payment and consequential payments of demurrage and wharfage to the transporter.

1.19 **Demurrage/Wharfage:**

If the documents are routed through Bank, any consequential charges i.e. demurrage/ wharfage charges, due to late retirement of documents on account of (i) violation of inspection clause i.e. despatch of materials without pre-despatch inspection whereas Pre-despatch inspection is required as per the condition of P.O. (ii) materials despatch after expiry of delivery period without obtaining approval in advance for extension of delivery period (ii) despatch of materials not through authorized transporter as indicated in the P.O. (iv) late receipt of invoice or due to violation of any other clause (s) of the purchase order, will be to supplier's account. Supplier shall also be responsible for all such payments due to late receipt of RR/LR and other documents.

1.20 **Acceptance of order:**

The Purchase Orders shall be sent to supplier in duplicate and he shall return one copy along with enclosures, duly signed and stamped, within 15 days in token of having received and accepted the order.

1.21 **Jurisdiction:**

All and any disputes or difference arising out of or touching this order shall be decided only by the Courts or Tribunals situated in Hyderabad/ Secunderabad.

For the purpose of any legal obstruction, the material, spares etc., should be deemed to pass into company's owner ship only at the destination stores where they are delivered and accepted.

SECTION – II

FINANCIAL

2.1. Prices:

Price (s) mentioned in the purchase order shall be firm and not subject to escalation on any account, till the order is executed in full and it's subsequent amendments accepted by the supplier even though the completion/ execution of order may take longer time than delivery period incorporated and accepted in purchase order.

2.2. Taxes, Levies and Duties:

Sales Tax, Excise Duty and other levies payable shall be shown separately in the invoice. These shall be to the account of Corporation, unless otherwise mentioned in the purchase order

2.3. Variation in Statutory Levies:

Any variation, upward or downward, in statutory levies or new levy is introduced after opening of the bids/placement of order under this purchase order shall be to the account of Corporation, unless otherwise mentioned in the P.O.; provided that in cases where delivery schedule is not adhered to by the supplier and there are upward variation/ revision after the agreed delivery date, the bidder/ supplier shall bear the impact of such increased levies and if there is downward variation/ revision, the corporation shall be given advantage to that extent.

2.4. All royalties for patent or charges for the use or infringement thereof that may be involved in the construction or use of any equipment shall be included in the bid price. The bidder/supplier shall protect the Corporation against any and all claims arising on account of the use thereof the Corporation agreeing to furnish the supplier any appropriate information or assistance.

2.5. Security Deposit (SD)

2.5.1. The successful bidder shall furnish within one month from the date of issue of LOI/ PO (if the value of order is above Rs. 1,00,000) security deposit equal to 2.5% of value of purchase order for proper fulfillment of the terms and conditions of the contract and full execution of supplies thereof. The amount of security shall be forfeited to the extent of financial loss suffered by the Corporation, if supplier fails to execute the order and fulfill its terms and conditions.

2.5.2 SSI/ NSIC Units shall be exempted from payment of SD.

2.5.3 Security deposit may be furnished in the shape of cash, by Demand Draft drawn on any scheduled bank, payable to APGENCO or bank guarantee in lieu of cash from any scheduled bank in prescribed proforma which shall be furnished alongwith purchase order (Bank guarantee shall be accepted only if amount of SD is above Rs. 10,000) or Government Securities duly endorsed in favour of APGENCO.

2.5.4 Security deposit shall be returned back to the supplier as soon as order is fully executed and supplier has met all contractual obligations and there is nothing outstanding either against this purchase order or any other purchase order placed by the corporation on the supplier.

2.6. **Terms of Payment:**

2.6.1 **The standard payment terms shall be**

i) **Within the Contractual delivery period:** 95% of the all inclusive price of the materials will be paid on receipt and acceptance of the material in good condition at site against furnishing of Bank Guarantee as stated in 8.3.15 (Volume-I) for 10% value of the contract covering the guarantee period and the balance 5% will be paid after 90 days thereafter and after completion of the delivery formalities.

ii) **Beyond the contractual delivery period:** 90% of the all inclusive price of the materials will be paid on receipt and acceptance of the material in good condition at site against furnishing of Bank Guarantee as stated in 8.3.15 (Volume-I) for 10% value of the contract covering the Guarantee period and balance 10% after 90 days thereafter subject to effective performance of the contract and settlement of liquidated damages etc.

2.6.2. Payments shall be made through Account Payee cheques only.

2.6.3. 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.

2.6.4. 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 despatches made by the supplier and under these circumstance only the supplier will be responsible for any demurrage, wharfage or damages occurring to the consignments so despatched.

2.7. **Delivery Schedule:**

Time is essence of this order and no delay shall be allowed in the delivery time/ delivery schedule mentioned in the purchase order. Delivery of equipment/materials described shall be deemed to constitute acceptance of this order and terms and conditions by the supplier at the price specified.

2.7.1. Early Delivery:

It shall be noted that your assurance of earlier delivery, this order is being placed on you, in preference to the lowest acceptable bid (s). In the event of failure to complete supplies against this order within the date of delivery specified herein you would be liable to pay to the Corporation, the difference between ordered rates and those of lowest acceptable bid i.e. Rs_____ per unit, notwithstanding the fact that delay in supply may have been caused by force majeure. This is without prejudice to the right of Corporation to recover all other losses and damages resulting from delayed supplies, including right of cancellation of order.

2.8. Liquidated Damages/ Failure and Termination:

2.8.1 In the event of any delay in the supplies of ordered materials beyond the stipulated date of delivery/ delivery schedule including any extension permitted in writing, the Corporation reserves the right to recover from the supplier a sum equivalent to 0.5% of the value of delayed materials/equipment for each week of delay and part thereof subject to a maximum of 5% of the total value of the order.

2.8.2 Alternatively, the Corporation may resort to purchase the material/equipment from elsewhere at the sole risk and cost of the supplier and recover all such extra cost incurred by the Corporation in procuring the materials by above procedure.

2.8.3 Alternatively Corporation may cancel the Purchase Order completely or partly without prejudice to its right under the alternatives mentioned above.

2.8.4 In case of recourse to alternative 2.8.2 and 2.8.3. above, the Corporation shall have the right to repurchase the materials which is readily available in the market to meet the urgency of requirements caused by supplier's failure to comply with the scheduled delivery period irrespective of the fact whether the material/ equipment are similar or not.

2.9. Performance Bank Guarantee:

The supplier shall ensure that all materials/equipment under this purchase order shall conform to Corporation's requirements and specifications. An additional security in the form of Performance Bank Guarantee is essential for satisfactory performance of the equipment over a period of time. In view of this, suppliers of equipment/instruments/ machinery shall be required to furnish a Bank Guarantee (10% of order value) as follows against any manufacturing defects/ poor workmanship/poor performance. In case any deficiencies are found during this period, the same shall be repaired/rectified/replaced free of cost. BG shall be from any Scheduled Bank or any other bank as approved by APGENCO from time to time in the prescribed Performa (Annexure-15)

- i) Bank Guarantee for 5% of the order value with validity up to 12 months from the date of supply of equipment.
- ii) Bank Guarantee for another 5% of the order value with validity up to 24 months from the date of supply of equipment.

The Corporation shall at its discretion have recourse to the said bank guarantee for recovery of any or all amount due from, the supplier in connection with the purchase order including of guarantee obligations. Checking/approval of supplier's drawings, inspection and acceptance of materials/equipment furnishing to effect shipment and/or work done by erection, installation and commissioning of the equipment by Corporation or any other agency on behalf of the Corporation shall not in way relieve the supplier from the responsibility for proper performance during the guarantee period.

2.10. Insurance:

Supplier shall arrange suitable marine insurance cover at their risk and cost.

2.11. Removal of Rejected Goods and Replacement:

- a) If upon delivery, the material/equipment is found not in conformity with the specifications stipulated in the purchase order, whether inspected and approved earlier or otherwise, those shall be unacceptable to the Corporation or its authorized representative. A notification to this effect shall be issued to the supplier, normally within 30 days from the date of receipt of materials at our Stores.
- b) Supplier shall arrange suitable replacement supplies and remove the rejected goods within 30 days from the date of notification failing which, the goods shall be despatched to vendor by road transport on 'freight to pay basis' at supplier risk and cost.
- c) External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing shall be intimated within a fortnight of the receipt of the materials, spares etc. In case of internal defects, damage or shortages or any internal parts, which cannot ordinarily be detected on a superficial visual examination, though due to bad handling in transit or defective packing should be intimated within 3 months from the date of receipt of these articles. In either case the damaged or defective materials should be replaced by the supplier free of cost to the company.
- d) If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as company may deem proper to afford, the company may without prejudice to its other rights and remedies arrange for repairs/rectification of the defective materials or replace the same and recover the expenditure incurred from the deposits such as EMD, SD and performance guarantees or other monies available with the company or by resorting to legal action.
- e) However, if any advance payment had been made by the Corporation for the goods so rejected on technical ground, rejected materials shall be returned to supplier after receipt of suitable replacement supplies. If the supplier does not settle the rejection within a period of 60 days from the date of notification from stores, rejected goods shall be sent back to supplier at his risk and cost. The despatch documents shall be

negotiated through bank to recover the advance payment already made. Supplier shall make the payment to the bank and take possession of despatch documents so as to collect the materials from the Road Carrier.

2.12. Force Majeure:

2.12.1. The supplier shall not be liable for delay or failing to supply the materials/ equipment for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, Strikes. Lockouts etc. Only those causes which have duration of more than 7 days shall be considered for force majeure.

2.12.2 The vendors shall within 10 days from the beginning of such delay notify to the corporation in writing the cause of delay. The Corporation shall verify the facts and grant such extension of time as facts justify.

2.12.3 No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.

2.12.4 At the option of corporation, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the corporation. In event of such cancellation, supplier shall refund any amount advanced or paid to him by the corporation and deliver back any materials issued to him by the corporation and release facilities, if any provided by the corporation.

2.13. Cancellation of Order:

The Corporation reserves the right to cancel the order in part or in full by giving two weeks notice thereby if:

- The supplier fails to comply with any of the terms of the order.
- The supplier becomes bankrupt or goes into liquidation.
- The supplier makes general assignment for the benefit of the creditors and
- Any Receiver is appointed for the property owned by the supplier.

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Materials Management Department

NOTICE INVITING TENDERS

1. APGENCO invites seal tenders in duplicate from reputed manufacturers for supply of following materials

SL. No.	Tender No.	Brief Description	EMD (Rs.)	Tender Fee (Rs.)
1.				
2.				

2. Qualifying requirements for issue of bid documents
- a) Bidder must be a manufacturer for the above items
 - b) Bidder should confirm having in-house testing facilities for the items as per relevant IS.
 - c) Bidder should have manufactured and supplied two times of present tender quantity per annum on an average of the above items during the last three years, out of which one of the order shall be for 50% of the tendered quantity which shall be substantiating with documentary proof.
 - d) Bidder shall furnish Balance Sheets and Profit & Loss Accounts for the last three Financial years
 - e) Bidder should furnish latest Income Tax Clearance Certificate and Sales Tax, Trade Tax certificate both of Central Sales Tax and State Sales Tax.
- 3 The interested eligible bidder shall submit details with documentary evidence of meeting the above qualifying requirement and remittance of non-refundable tender fee through Demand Draft in favour of APGENCO, payable at Hyderabad and approach Office of the Chief Engineer (Materials Management) separately for each tender on the address given below address for issuance of bid documents.
4. The last date for receipt of request for bid document is up to 17 hours on _____.
5. Bid documents shall be issued only to prima facie qualified manufacturers. However such issuance of bidding documents will not automatically mean that such bidder is considered qualified. The details furnished by the bidder along with bid will be examined in details as per requirement of bidding documents and his eligibility will be established accordingly.
6. APGENCO will not be responsible in any way for late receipt of request for tender documents/tenders due to any postal delays or delay in any form in transit

7. The bid shall be opened on the date and time indicated in the bid documents in the presence bidders.
8. Those who met qualifying requirements and respond against this tender shall be considered for empanelment for a period not exceeding three years for procurement of our future requirements

Address of Communication:

The Chief Engineer (Materials Management)
Andhra Pradesh Power Generation Corporation Ltd
Vidyut Soudha Hyderabad 500082(AP)

Phone : 040 -

Fax : 040 -

E. Mail address: _____

Note: The qualifying requirements mentioned above are only indicative and not exhaustive; the same may vary from case to case on the basis of nature of items

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Proforma of abridged NIT

APGENCO invites sealed bids from eligible bidders

(Single line scope of supply)

For supply of _____
for _____ Power Station/Project

Last date of receipt of tender is upto 15.00 hrs. on _____.

For all details visit our Website **www.apgenco.com**

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

_____ Power Station/Corporate Office Hyderabad
(Full Address)

Ref:

Date _____

By Registered Post/ by Hand/ by Courier
Bid Documents

Dear Sirs,

Sub: Bid documents against of Notice Inviting Tender No. _____
for Purchase of _____.

We acknowledge with thanks remittance of Rs. _____ vide Demand Draft No./Cash Receipt No. _____ dated _____ sent to us under cover of your letter No. _____ dated _____ towards cost of bid documents. We are pleased to forward you a set of bidding documents.

Important Conditions

01. The bids being two parts, shall be submitted in two separate sealed covers as detailed below:

Part I: Techno-commercial Bid alongwith EMD of Rs. _____, documents in support of meeting qualifying requirements and Statement of Deviations. The envelope must be superscribed with 'Techno-commercial Bid' Tender No., Due date of Opening, Validity, Earnest Money Deposit details or NSIC/SSI Registration Certificate as the case may be. EMD details shall be indicated on top of this envelope.

Part II: Price Bid containing prices and commercial terms and conditions, Proforma for terms and conditions to be filled up and confirmed point wise and Proforma of Summary of Price Proposal. Envelope shall be marked with 'Price Bid' Tender No. Due date of opening Second envelope i.e. Price Bid of only those bidders shall be who satisfy the requirements of EMD, validity, techno-commercially evaluated as acceptable and meet the qualifying requirements so called for in first envelope.

If feasible both envelopes should be put in one envelope, duly sealed and superscribed with Tender No., Due Date of Opening, Validity, EMD details and also availability of two sealed envelopes inside as above.

02. Please fill in the blank space and confirm the details as per Proforma for Terms and Conditions enclosed with the bid document.
03. Also please fill in Proforma of Summary of Price Proposal enclosed with the bid documents.
04. Please confirm that you will furnish Test Certificate from Government Approved Laboratory/ Govt. Test House as relevant IS/ Quality Assurance Plan and as desired by our Inspection Engineer during Pre- dispatch Inspection without any extra cost.
05. Due date and Time for submission of bid upto 15.00 hrs. on _____.
06. Due date and time of opening of techno-commercial bid at 15.30 hrs. on _____.
07. If due date is declared as Public Holiday, bids shall be received and opened next working day as per above timing.
08. Date and time of opening of Price Bids shall be communicated to bidders later, whose Part I bids were found acceptable, allowing 7 days time for public opening.
09. Bid shall be submitted on your own letterhead in prescribed format/ guidelines in duplicate with all enclosures.
10. These standard documents are not transferable.
11. All samples, drawings and specifications if any enclosed with tender documents are the property of APGENCO. The use of these documents by anybody for any other purpose is strictly prohibited. APGENCO reserves the right to take legal action on proof of such infringement.

Yours faithfully

for and on behalf of

A. P. Power Generation Corporation Ltd

Enclosure:

1. Schedule of Quantity including detailed specifications, drawings, if any and Quality Assurance Plan.
2. Special conditions
3. 'Instructions to Bidders' or Instructions to Foreign Bidder Annexure - 01
4. General Purchase Conditions Annexure - 02
5. Proforma for terms and conditions to be filled up and confirmed Annexure - 03
6. Statement of Deviations Annexure - 07
7. Guidelines for submission of Bank Guarantee Annexure - 08
8. Proforma of Bank Guarantee in lieu of EMD Annexure - 09
9. Proforma of Summery Price Proposal Annexure - 11
- Annexure - 22

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Proforma of Limited Tender Enquiry

_____ Power Station/ Corporate Office Hyderabad
Materials Management Department

Tender Enquiry

Ref.

Date _____ **2003**

M/s-----

Dear Sirs,

Enquiry No _____ date _____.
Bid Due date _____ / Time 15.00 Hours
For supply of _____
(Brief description of materials)

Please furnish your offer for the materials indicated in the enclosed bill of materials, which shall reach this office latest by 15.00 hrs. on or before the due date of opening indicated above.

Offers received within the scheduled time and date shall be opened on the same day at 1530 hrs.

You are further advised to go through carefully the enclosed documents and furnish the offer strictly as per given instructions otherwise your offer shall be ignored.

Offer shall be submitted alongwith Earnest Money Deposit of Rs. _____ (wherever asked for) as per the instructions herein.

Thanking you,

Yours faithfully

for & on behalf of APGENCO

- Enclosures:**
1. Bill of Materials
 2. Instructions to Bidders
 3. General Purchase Conditions
 4. Proforma for terms and conditions
 5. Proforma Summary price proposal
 6. Guidelines for submission of Bank Guarantee
 7. Proforma of Bank Guarantee in lieu of EMD
 8. Proforma of letter of authority
- (Please tick whichever is applicable)

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

BILL OF MATERIALS

CC	TC	NA	PROJECT CODE	ENQUIRY NO.	DATE	BID OPENING DATE	REQUISITION NO.	DATE

S.NO.	MATERIAL CODE/ FOLIO NO.	DESCRIPTION	UM	TOTAL QUANTITY	QUANTITY REQUIRED	DELIVERY SCHEDULE	CT
1.							
2.							
3.							
4.							

Batch total	No. of items	Total Quantity	Delivery Schedule	

Legend –NA: Nature of Activity code

Project- 1, O&M – 2, Common Services – 3

Expansion – 4, Development – 5, R&M - 6

for & on behalf of APGENCO

Special conditions if any

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED**Proforma for terms and conditions**

_____Station/Corporate Office, Hyderabad

Materials Management Department

Bidders are requested to fill in the blank space and send the same along with offer in duplicate otherwise their offer will be either treated as non-responsive or suitable cost compensated for deficiencies as deemed fit by the corporation.

01. Tender Enquiry No., date and due date : _____
02. Offer/quotation No. & Date : _____
03. Name of the bidder : _____
04. Central/State Sales Tax Registration No. : _____
05. DGS&D's Registration No., if any : _____
(Please enclose copy of rate contract, if any)
06. NSIC/SSI Registration No., if any : _____
(Copy of certificate to be enclosed)
07. Price Basis (F.O.R.) : _____
08. Discount, if any : _____
09. Packing and forwarding charges (If price basis ex-works): _____
10. Excise Duty (if exempted, copy of certificate) : _____
11. Sales Tax : _____
(Also indicate concessional rate against form 'C'
or State Tax concessional form)
12. Freight charges : _____
13. Terms of payment. : _____
14. Bank charges : To be borne by seller.
15. Delivery Period : Within _____days/weeks from the date
of receipt of purchase order.
16. Whether phased delivery acceptable : _____
17. Mode of dispatch: : Materials to be dispatched only through
our authorized transporter M/s_____

18. Earnest Money Deposit Details (APGENCO reserves the right to reject/consider offers without EMD) : _____
(if permanent EMD deposited, indicate Certificate No.)
19. Confirmation of submission of Performance Bank Guarantee for 10% of order value (for performance of Equipment or otherwise as a special condition) : _____
20. Guarantee Period : _____

We Confirm acceptance towards the following:

21. Transit Insurance: : To be arranged by APGENCO against their own Open Insurance Policy and prices are quoted keeping this in view.
22. Validity of offer : 90 days from the date of opening of Commercial bids/ Single Part Bids
23. Recovery of Liquidated Damages : In case of delay in Execution of order beyond stipulated delivery period, APGENCO reserves the right to recover from the vendor Liquidated Damages equivalent to 0.5% of the value of delayed materials for each week or part thereof subject to maximum of 5% of total value of Purchase Order.
24. Part order: : Acceptable
25. Price Variation : The prices quoted shall remain firm till execution of full order (in case of any specific price variation formula the same shall be mentioned)
26. Rate Certificate: : It is certified that prices quoted herein are the same as applicable to other Government Departments/ Public Sector Undertakings.
27. Guarantee Certificate : Materials quoted shall be guaranteed for a period of 12/24 months from the date of supply against any manufacturing defects or poor workmanship
28. Interchangeability (If applicable) : It is certified that the quoted items are interchangeable with the items existing in APGENCO and if fails to interchange, the same shall be replaced free of cost.

(Signature of Bidder with Name, Designation and Office Seal)

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

DEVIATIONS

Bidder's Name and Address

To,
Andhra Pradesh Power Generation Corporation Ltd

Dear Sirs,

Sub:-Supply of _____ against enquiry/NIT No. _____ dated _____.

We confirm that following are the only deviations and variations from any exception to specifications and tender documents for the above mentioned subject supplies against enquiry/NIT No. _____ which are irrespective of what-so-ever has been stated to the contrary anywhere else of our offer. These deviations and variations are exhaustive. Except for these deviations, the entire supplies shall be executed as per specifications and tender documents. Further, we agree those additional conditions, if any, found in our offer other than those stated below, save that pertaining to any rebates offered shall not be given effect to.

SL.No.	Description of Deviation	Ref. of page, Clause of bid documents	*Monetary Implications of the conditions in case of withdrawal	
			Rs. (in figures)	Rs. (in words)

*Note: Here the tenderer should indicate the amount of money, if any, which he would, charge extra (i.e. in addition to the rates quoted by him) for withdrawal of his conditions/deviations and accepting the condition as stipulated in tender documents. (Use additional sheet of the same size and format if necessary).

Signature: _____

Designation:

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

_____ **Power Station/ Corporate Office**

Guide-lines for Submission of Bank Guarantee

The Bank Guarantee shall fulfill the following conditions failing which it shall not be considered valid:

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of bank.
2. Non-judicial stamp paper shall be used within 6 months from the date of purchase. Bank Guarantee executed on the stamp paper of more than 6 months old shall be treated as invalid.
3. The contents of the Bank Guarantee shall be as per our proforma (Annexure-).
4. The Bank Guarantee should be executed by a scheduled bank or banks viz. _____

_____.
5. The executor of Bank Guarantee (Bank Authority) should mention the Power of Attorney No. and date executed in his/her favour authorizing him/her to sign the document or produce the Photostat copy of Power of Attorney.
6. All conditions, corrections, deletion in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank.
8. Two persons should sign as witnesses mentioning their full name and address.

Divisional Engineer/Purchases

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

BANK GUARANTEE VERIFICATION CHECK-LIST

CHECK LIST	YES	NO
1. a) Is the BG executed on non-judicial stamp paper of appropriate value?		
b) Is the date of sale of non-judicial stamps paper is not more than six months prior to date of execution of BG?		
2. Whether the BG has been issued by a scheduled Bank or Bank acceptable to APGENCO (applicability of the bank should be in line with the provision of tender documents).		
3. Is the foreign bank guarantee, confirmed by a Nationalized/scheduled bank in India (as applicable)?		
4. Does the content of BG compare with standard APGENCO Proforma?		
5. Is the amount and validity of BG in line with tender enquiry/purchase orders provision?		
6.a) Are the factual details such as Tender Enquiry No., Bid specifications No., PO value etc. are correct?		
b) Whether overwriting /cutting, if any, on the BG authenticated under the signature and seal of Executing Officer of the Bank?		
7. a) Has the executing officer of the bank indicated his name, designation and power of attorney No./ Signing Power No. etc. on BG?		
b) Is each page of BG duly signed/initialized by the executing officer and last page is signed with full particulars as required in the APGENCO's standard proforma of BG and under the seal of the Bank?		
c) Is BG No. And Date mentioned on all the pages of BG?		
d) Does the last page of BG carry the signature of two witnesses along side the signature of the executing officer?		

**ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED
BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT**

This agreement has to be executed on a Non-Judicial stamped paper worth Rs.100/-

Whereas the here-in-after called (The Bidder) has submitted their bid dated.....for the supply of..... (Here-in-after called “the Bid”)..... KNOW ALL MEN by these presents that we..... (Hereinafter called “the Bank”) are bound unto Chief Engineer/....., APGENCO, Vidyut Soudha, Hyderabad. Hereinafter called “the purchaser”) in the sum of Rs..... for which payment will 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 thisday of.....200

THE CONDITIONS OF THIS OBLIGATION ARE:

1. When the successful tenderer does not accept the order after issue of preliminary acceptance letter/letter of indent/purchase order.
2. When the successful tenderer fails to furnish the security deposit within 30 days from the date of issue of preliminary acceptance letter or the letter of indent or Purchase Order
_____.
3. When tender is disqualified for reasons outlined in _____.
4. When tenderer alters his prices or withdraws his offer during the validity period.
We undertake to pay to the purchaser the above amount within one week upon receipt of its first written demand without the purchaser having to substantiate his demand, without referring to the supplier and without questioning the right of APGENCO to make such demand or the propriety or legality of the demand provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to any of the occurrence of the above mentioned conditions, specifying the occurred condition or conditions.

Notwithstanding any thing contained in the foregoing our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____. Unless a claim within 3 months from that date, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

We _____ Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of APGENCO in writing.

Date the _____ Day _____ 200 for _____ Bank Ltd.,

Signature: Designation: Address: Seal:

Note: The Bank Guarantee shall be valid for a period of 270 days from the date of opening of pre-qualification with a claim period of 3 months.

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

BANK GUARANTEE PROFORMA FOR PERMANENT EARNEST MONEY DEPOSIT

This Bank Guarantee has to be executed on a Non-Judicial stamped Paper worth Rs. 100/-

WHEREAS the Andhra Pradesh Power Generation Corporation Ltd. hereinafter called 'The Corporation' has afforded a facility to persons submitting tenders in response to notice of the Board calling for tenders for supply of materials or rendering of services permitting tenders who furnish a permanent E.M.D. of Rs.2,50,000/- in the shape of Cash/Govt. Securities or Bank guarantee in lieu of cash to have their tenders considered without separate payment of earnest monies with each tender. Whereas the has offered the guarantee of this Bank, the..... Bank towards the fixed Earnest Money Deposit and the Corporation has agreed to accept the same and the obligations of the tenderer have been incorporated in agreement dated..... which shall be read as part of this guarantee. We..... Bank Ltd., do hereby undertake to indemnify and keep indemnified the Andhra Pradesh Power Generation Corporation Ltd. against any loss or damage caused to or suffered by the Corporation by reason of any breach of the tenderer aforementioned of any terms and conditions of any of the tender quotations or the tenders submitted by the tenderer which are considered by the Corporation in accordance with the terms of the agreement dated..... of the contract entered into pursuant to such tenders.

We Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect up to and inclusive of the..... and that it shall continue to be enforceable till all the terms and conditions of the Corporation under or by virtue of any of the said tender quotations or tenders or contracts have been fully complied with and its claims satisfied, or discharged or till the Chief Engineer, certifies that the terms and conditions of the said tender quotation have been fully and properly carried out by the said M/s and accordingly discharges the guarantee object, however that the Corporation shall have no right under this bond after the expiry of (period) from the date of its execution. The guarantor bank undertake to pay the amount guaranteed here under or such part thereof as required within one week of the same being demanded by the Board without reference to the supplier and without questioning the right of the Corporation to make such demand or propriety or legality of the demand. We Bank Limited lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

Notwithstanding anything contained in the foregoing our liability under this guarantee is restricted to Rs.2,50,000/- (Rupees two lakh twenty five thousands only). Our guarantee shall remain in the force until..... Unless a claim under the guarantee is made against us within 6 months from the date, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Dated..... day of..... for Bank Limited.

Signature..... Designation.....
Address..... Seal.....

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

PROFORMA FOR AGREEMENT FOR PERMANENT EARNEST MONEY DEPOSIT

This agreement has to be executed on a Non-Judicial stamped Paper worth Rs.30/-

Whereas the ANDHRA PRADESH Power Generation Corporation Ltd. hereinafter called "THE CORPORATION" has afforded a facility to persons submitted tenders in response to notices of the Corporation calling for tenders for supply of materials or rendering of services, permitting tenders who furnish a Permanent Earnest Money Deposit of Rs.2,50,000/- in the shape of Cash/Government Securities or Bank Guarantee in lieu of cash to have their tenders considered without separate payment of Earnest Monies with each tender.

Whereas we..... hereinafter called the tenderer, indent to avail the said facility and do hereby furnish the fixed Earnest Money Deposit of Rs.2,50,000/- in the shape of Bank Guarantees of the Bank.

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- 1) The Bank guarantee furnished herewith shall in the first instance be valid for years.
- 2) So long as the Bank guarantee is in force all tenders submitted by the tenderer in response to notices of the Corporation inviting tenders shall be considered by the Corporation without payment or Earnest Money for each tender.
- 3) If there is any default on the part of the tenderer, in respect of the tender or the contract resulting there from the Corporation shall have the unilateral right to call upon the Bank to forthwith pay to the Corporation a sum equivalent to the loss sustained by the Corporation by reason of such default.
- 4) Where any such amounts have been claimed from and paid by Bank the Corporation shall not be bound to consider any tender of that tenderer submitted thereafter unless the Bank guarantee has been restored to the level of Rs.2,50,000/-. However, in special cases the Corporation may consider any tender before the guarantee is restored to the full amount of Rs.2,50,000/-. If a separate Earnest Money Deposit is given for the short fall and the tenderer undertakes in writing to make good the short fall in Bank Guarantee within two months of the opening the tender.

Dated the..... 200 for.....

Signature of Tenderer
Name :
Designation :
Address :

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

PROFORMA FOR BANK GUARANTEE FOR SECUTIRY DEPOSIT

This Bank Guarantee has to be executed on a Non-Judicial stamped Paper worth Rs.100/-

(Application to the State Bank of India and other Scheduled Banks approved in terms of the Government of India, Ministry of Finance, and Office Memorandum No. F (27) F, 1/54 dated the 25th February, 1965, for guarantees without deposit of securities up to prescribed limit).

In consideration of Andhra Pradesh Power Generation Corporation Ltd (hereinafter called 'the Corporation') having agreed to exempt M/s..... (Hereinafter called the said contractors (s) from the demand, under the terms and conditions of the purchase order No..... made between the Board and M/s For..... (Hereinafter called "The said agreement" of security deposit for the due fulfillment of the said agreement on production of a bank guarantee for Rs..... (Rupees Only). We Bank Ltd., do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs..... against any loss or damage caused to or suffered by the Corporation by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

We..... Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of said agreement have been fully paid and its claims satisfied or discharged or till Chief Engineer/..... certifies that the terms and conditions of the agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges the guarantee, subject to however, that the Corporation shall have no rights under this bond after the expiry of..... (period) from the date of its execution.

We the guarantor bank undertake to pay the amount guaranteed here-under or such part thereof as required within one week of the sum being demanded by the Corporation without referring to the supplier and without questioning the right of the Corporation to make such demand or the propriety or legality of the demand.

We..... Bank Ltd., lastly undertake not to revoke this guarantee during its currency expect with the previous consent of the Corporation, in writing.

Notwithstanding anything contained in the foregoing our liability under this guarantee is restricted to Rs..... (Rupeesonly). Our guarantee shall remain in force until..... Unless a claim under the guarantee is made against us within six months from the date, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder.

Dated the..... day of.....200 for..... Bank Ltd.,

Signature:
Designation:
Address:
Seal of the Bank:

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(For 10% of contract value)

This has to be executed on a Non-Judicial stamped Paper worth Rs.100/-.

In consideration of the Andhra Pradesh Power Generation Corporation Ltd, (hereinafter called 'the Corporation') having at our request agreed to accept this.....Bank Limited Guarantee.....in lieu Cash Deposit required from M/s.....

.....
For making 100% payment by means of an irrevocable letter of credit against R/R and title to goods through Bank by Andhra Pradesh Power Generation Corporation Ltd. for the due fulfillment by them of the terms and conditions of the Purchase Order No.....made however M/s.....
.....and Andhra Pradesh Power Generation Corporation Ltd for.....
.....(hereinafter called "said Agreement") during the period, if any, to indemnify and keep indemnified the Andhra Pradesh Power Generation Corporation Ltd to the extent of Rs..... (Rupees..... only) representing.....% of the value of the contract against any loss of damages caused to or suffered by the Corporation by reason of any breach by the said M/s.....of any terms and conditions of the said agreement. We..... Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect upto and inclusive of the the date referred to above or the expiry of the extended period if any and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement, have been fully paid and its claims satisfied or discharged or till the Chief Engineer, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said M/s..... and accordingly discharges the guarantee subject to however, that the Board shall have no right under this bond after the expiry of.....

We the guarantor Bank undertake to pay the amount guaranteed hereunder or such part thereof as required within one week of the same being demanded by the Corporation without reference to the supplier and without questioning the right of the Corporation to make such demand or the property or legality of the demand.

Notwithstanding anything contained in the foregoing our liability under this guarantee is restricted to Rs..... (Rupees..... only). Our guarantee shall remain force until.....unless a claim on the guarantee is made against us within 6 months from the date, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder.

We Bank Limited lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.

Dated theday of.....200 for Bank Ltd.,

Signature:
Designation:
Address:
Seal:

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

PROFORMA OF GUARANTEE FOR EQUIPMENT PERFORMANCE

The tenderer hereby guarantees the requirements of this specification.

If any of the requirements of the guarantees given are not fulfilled, the purchaser has the right to reject the equipment, and if capacity, performance and efficiency obtained during acceptance tests falls short of that guaranteed by the tenderer, the tenderer hereby affirms that such deficiency will be made good by rectifying/replacing the detective parts. All the replaced parts shall be removed from the side. While the facility for making good the deficiency will be normally given once, the purchaser is entitled to reject the equipment in case of repeated failure to mean the guarantee as per the specification.

Seal of the Company

Name of the Firm.....

Signature of the Tenderer.....

Designation.....

Date.....

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

(On non-judicial stamp paper of appropriate value to be purchased in the name of Bank)

FORM OF EXTENSION OF BANK GUARANTEE:

Ref: No. _____

Date _____

Andhra Pradesh Power Generation Corporation Ltd.
(Full address of the Power Station

or

Corporate Office, Hyderabad as the
Case may be)

Dear Sirs,

Sub: Extension of Bank Guarantee No. _____ dated _____ for
Rupees _____ favouring yourselves, expiring on
_____ on account of M/s _____ in respect of
Tender/ P.O. No. _____ Dated _____.
(Herein after called original Bank Guarantee)

As requested by M/s _____, We _____
Bank Branch Office at _____ and having its Head
Office at _____ do hereby extend our liability under the above
mentioned Guarantee No. _____ dated _____ for a further period
of _____ years/months from _____ to expire on _____.

Except as provided above, all other terms and conditions of original Bank Guarantee
No. _____ Dated _____ shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours faithfully

Manager/Agent/Accountant
Power of Attorney

For _____
No. _____
Dated _____

SEAL OF THE BANK

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

**Proforma of Letter of Authority
(To be furnished on Principal's Letterhead)**

M/s Andhra Pradesh Power Generation Corporation Ltd

Dear Sirs,

Ref: Tender Enquiry No. _____ Due opening date _____

In connection with your above tender enquiry M/s _____
(Name and full address _____ Telephone No. _____
And Fax No. _____) have been duly authorized by the undersigned to act as an
agent on our behalf.

We confirm that any offer/commitment made by them including price, technical specifications
and delivery schedule shall be binding to us and we further confirm that we shall fully abide by
the said conditions.

This authority shall be irrevocable and remain valid during the period of contract, if awarded by
APGENCO.

Thanking you,

Yours faithfully

For and on behalf of _____

Name _____

Designation _____

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED**Proforma of summary price proposal**

_____Power Station/ Corporate Office, Hyderabad

Name & Address of Bidder:

To
M/s Andhra Pradesh Power Generation Corporation Ltd_____

Dear Sirs,

Ref: Our offer No _____ dated _____ against tender enquiry No. _____
dated _____.

We declare that following are our prices for supply of _____. These prices are for the entire scope of work as indicated in your specification and documents, terms and conditions mentioned in Bid Documents except deviation incorporated in Statement of Deviations

SL. No.	Item Description	Rates (Rs.)	
		In Figure	In Words
1.	Ex-works Price		
2.	Excise Duty		
3.	Sales Tax CST LST		
4.	Other tax, if any		
5.	Packing and forwarding charges		
6.	Any other levy		
7.	Freight for transportation to _____Power Station		
Total for _____Power Station _____			(in Words)
			(In Figures)

Date
PlaceSignature-----
Name-----
Designation-----

(Company's Seal-----)

The above summary of price proposal for evaluation the offers for bulk items like bulk chemicals)

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Despatch & Invoicing Instructions

_____Power Station/ Corporate Office, Hyderabad

Kindly read these instructions carefully as any failure in compliance shall render the supplier responsible for all consequences including and not limited to recoveries of extra freight payment and demurrage/wharfage charges, delay in payment etc.

1. Despatch Instructions:

i) Mode of Despatch:

Goods shall strictly be despatched through mode specified in Purchase Order. In case due to certain unavoidable circumstances any other mode of despatch is to be followed, prior approval in writing must be obtained from the Corporation.

ii) Consignee:

Divisional Engineer (Stores)

All consignments in general must be despatched by road transport unless otherwise stated specifically.

iii) Destination

a) By Rail (Small Consignments) _____.

b) By Rail (wagon/rake load) APGENCO _____Pvt. Siding
served by _____railways Station
Siding Code No . _____.

c) By Road (Full truckload) To be booked on Door Delivery basis to
APGENCO Stores _____.

d) By Road (Small) _____.

- iv) Goods by road shall be despatched through our authorized transporter M/s_____. In case our authorized transporter do not have booking office at your place, kindly despatch the materials through
- a) M/s _____
 - b) M/s _____

Or any other bank approved transporter who have their own delivery office near our Power station/ unit and not delivery through associated carrier. While selecting a transporter, please ensure that the transporter should not charge any demurrage/ wharfage.

2. Invoicing Instructions:

2.1. While raising the invoice, please ensure that

- a) Invoice shall be drawn in favour of Senior Accounts Officer of station/ Unit.
- b) It shall be raised strictly as per terms and conditions of purchase order indicating P.O. Reference, Description of Materials, Quantity, Unit Rate & Value, Duties & Taxes, Mode of despatch, Name of the carrier, LR/RR No. and date, Freight paid or to pay
- c) In one invoice, materials of one PO shall be covered.
- d) As far as possible one RR/LR shall cover one Purchase order.

2.2. Documents to be submitted alongwith invoice.

- a) Challan/ Packing Slip
- b) Documentary evidence towards payment of Excise Duty if called for in the PO
- c) If PO calls for Pre-despatch Inspection, a copy of PDI Report.
- d) Test Certificate (s), if called for in PO
- e) Guarantee/Warranty Certificate on letterhead, if called for in the PO
- f) Interchangeability Certificate if called for in PO
- g) Any other document/ certification as per provisions of PO
- h) Consignee copy of RR/LR

2.3. Submission of Documents for Direct Payment:

If 100% payment is to be made after receipt and acceptance of materials, original and one photocopy set of documents (as 2.2. above) shall be sent to consignee and one set each to Senior Accounts Officer and Divisional Engineer (Purchase).

2.4. Documents through Bank:

If part or full payment is to be made through bank in exchange of despatch documents one original and one photocopy set of documents (as 2.2. above) shall be furnished to the banker. One set of document as advance intimation shall be furnished to Senior Accounts Officer, Divisional Engineer/Purchases & Divisional Engineer/Stores of the Power plant/unit. The banker shall furnish photocopy set of documents to us alongwith intimation regarding arrival of documents at their end. Original set of documents shall be received from the banker after release of payment.

Invoice in original for balance part payment, if any, to be made after receipt and acceptance of materials shall be sent to Senior Accounts Officer and a copy of the invoice shall be sent to Divisional Engineer (Purchase) and Divisional Engineer (Stores).

2. **Transit Insurance:**

If value of consignment is more than Rs. 5 lakhs, please intimate despatch particulars i.e. P.O. No. & date, Brief description of materials, Invoice No. & date, Invoice value, Name of the carrier, RR/LR No. & date, to our underwriters through Telegram/ Telex/Fax and confirmatory copy by Registered Post at the following address:

- i) Name of Insurance Company : _____
- ii) Telegraphic/telex/ Fax No. : _____
- iii) Postal address: : _____
- v) Our Insurance Policy No. : _____
- valid upto : _____

One copy of above message must be endorsed to Divisional Engineer (Stores).

Note: Based upon the above details each business unit shall develop their own 'Despatch No. & Invoicing Instructions'

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Instructions to Bidder for Sale of Scrap

_____ **Power Station/ Corporate Office**
Full Address

Materials Management Department

Due Date & Time for Submission of Bids _____ / 15.00 hours

Due Date & Time for Opening of Bids _____ / 15.30 hours

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 the bidder has any doubt about the meaning of any stipulation within 'General Conditions of Sale of Scrap', Special Conditions, Schedule of Rates or any other enclosed document, he should immediately obtain the clarification/information in writing from the executive who has issued these documents/Head of Materials Management Department.

1. All offers must be submitted in the prescribed form only and in sealed cover with following superscription:
 - (a) Tender No.
 - (b) Due date for submission of bids Upto 15.00 hours on _____ .
 - (c) EMD amount equivalent to 2% of quoted value of item (s) being remitted through DD/Pay Order No. _____ dated _____ drawn on _____(Bank)
 - (d) Offer is valid for 90 days from the date of opening of bids.

Tender cover without above superscriptions shall be liable to be rejected and returned back unopened.

2. Bidders shall ensure that inside the sealed cover following documents are available
 - (a) Demand Draft/ Pay orders towards Earnest Money Deposit.
 - (b) Complete booklet of tender specifications comprising Tender Notice, Instructions to Bidders, General Conditions of Sale of Scrap, Bidder's Certificate, Schedule of Rates and Special Conditions. Bidder shall sign on all the pages at the indicated space at the bottom. Please ensure that the booklet is not unstitched.

3. Bidders sending their offer by mail shall ensure that they are posted through Registered Cover/ Speed Post in such a way that they are delivered before bid due date and time. Corporation shall not accept any responsibility for any delay or loss of bid during transit. Offers brought personally by the representative of bidder shall be put in the Tender Box before the scheduled date and time for submission. Bids received after stipulated time and date shall not be considered and shall be returned to bidder unopened.
4. Fax/Telegraphic/ Telex/ e-mail offers shall not be considered.
5. Incomplete bids or the bids submitted with qualifying conditions, which are at variance with General Conditions of Sale of Scrap and Special Conditions are liable to be rejected summarily.
6.
 - (a) Rate shall be firm and quoted both in figures and words. Should there be any variation between the rates in figures and words, rates, which shall be most favourable to the Corporation, shall be considered and the same shall be binding to the bidder. Alteration/ overwriting, if any in Schedule of Rates shall duly be authenticated by bidder's signature
 - (b) The bidder shall have no right to issue addendum to tender documents to clarify, amend, supplement or delete any of the conditions, clause or item stated therein.
7. If the due date of receipt and opening of bids is declared as Public Holiday, offers shall be received and opened on the next working day at the same time.
8. On due date and time bids shall be opened in the presence of bidder or their authorized representatives who may desire to be present.
9. Tender documents are non-transferable. Bidders who have purchased bid documents shall only send their offer. Offers from bidder who had not purchased bid documents shall be treated as unsolicited offer and shall not be opened.

10. Earnest Money Deposit

Earnest Money Deposit (EMD) of 2% of quoted value of item (s) in the form of Demand Draft/ Pay Order only, in favour of APGENCO, drawn on any Scheduled Bank must accompany the bid. EMD in any other form shall not be accepted and such bids shall be rejected. Bids received without EMD or EMD of lesser amount shall also not be considered. The prescribed EMD shall invariably be furnished even by those who are having Permanent EMD arrangements with the Corporation. No interest on EMD shall be paid on any account. EMD of unsuccessful bidders shall be refunded only after finalization of tender.

11. Offers:

The bidder shall quote his rates for each item separately, mentioned in Schedule of Rates and should be made for entire quantity against each item. Bidder may quote for all the items or any number of items, as he desired. The rate quoted by the bidder for each individual item shall be considered for awarding the Sale Order.

- 12 Bidder shall submit no objection certificate from Pollution Control Board and copy of Registration Certificate issued by Ministry of Environment and Forest, Govt. of India as actual user possessing environmentally sound technologies and facilities for processing hazardous waste for items like unserviceable batteries etc.

13 Validity:

Offers shall be valid for 90 days from the date of opening the bids. Bidder shall not be permitted to withdraw their offer or for change of prices, after opening of the bids and within the validity of offers and if they do so, EMD paid by them shall be forfeited.

14. Inspection of Scrap Materials

The scrap materials are offered for sale on 'AS IS WHERE IS BASIS'. Intending bidders may inspect the materials offered for sale between 9.00 to 12.30 hrs and 15.00 to 17.00 hours on all working days with the permission of Divisional Engineer (Stores). Intending bidder must satisfy himself on all the points with regard to quantity, quality, nature, condition and other details of the scrap materials before submitting offer. By inspecting the materials before submitting the bids, it shall be deemed that bidders have made themselves aware of the physical condition, dimension, size, weight, working condition etc. and no claim/ complaint in this regard shall be entertained by the Corporation after submission of the bids. Corporation gives no guarantee or warranty as to the condition of materials or its fitness for any specific purpose or use. Remarks if any on the condition of the scrap materials offered shall be furnished alongwith the prices and no claim or correspondence in this regard shall be entertained later.

15. The bidders shall submit Xerox copies of latest Sales Tax Clearance Certificate and shall be required to submit original whenever called for.

16. Right to accept or Reject or Cancel any bid:

The Corporation reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever. The Corporation also reserves the right not to sell the materials either in full or in part, if it is considered necessary. The Corporation further reserves the right to vary the quantities $\pm 25\%$ of the quantities specified in Schedule of Rates for materials before and after issue of Sale Order.

17. In case the offer is not accepted, the bidder shall not be entitled to any cost, charges, expenses, incidental to or incurred by the bidder through or in connection with submission of the offer even though the Corporation may decide to withdraw the invitation to tender or tenders be withdrawn or cancelled by the Corporation for which Corporation shall have the right to do at any time. The Earnest Money paid by the bidders with the bid shall be refunded to them without any interest.
18. Bidder shall be required to submit Income Tax Clearance Certificate (latest).
19. Bidder shall furnish full details as to whether (i) He is an individual or (ii) Partnership firm (if so whether registered or unregistered), details of partners and full addresses, copy of certificates of registration from the Registrar of firm and copy of partnership deed have to be furnished or (iii) Company private limited or public limited, full details of Directors and their addresses, date of registration under the Companies Act, Copy of Memorandum of Articles, Authority of person for signing the tender specification and to represent the company. Further all the bidders shall indicate whether they are registered as dealers under CST/ APGST Act or any other state sales tax law and furnish copies of the certificate

Signature of Bidder _____

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

General Conditions of Sale of Scrap

_____ **Power Station/ Corporate Office**
Full Address
Materials Management Department

1. The following terms and expressions used herein shall have the meaning as indicated therein.
Purchaser- shall mean the individual firm or company whether incorporated or otherwise in whose name this Sale Order is addressed and shall include its permitted assigns and successors.

Seller/ Corporation shall mean Andhra Pradesh Power Generation Corporation Ltd. (A Govt. of A. P. Undertaking), a company incorporated in India under Companies Act 1956, having Registered Office at Vidyut Soudha, Hyderabad – 500 082 (AP)
4. **Reference:**
This Sale Order No. and Date must appear on all the Correspondence connected with this sale.
3. **Security Deposit:**
The Purchaser shall be required to furnish Security Deposit of 5% value of Sale Order within 15 days from the date of receipt of intimation regarding acceptance of offer. The EMD paid by the Purchaser alongwith bid shall be adjusted against security deposit. The Purchaser shall submit Demand Draft/ Pay Order for balance amount, in favour of APGENCO and drawn on any scheduled bank. The security deposit amount shall be adjusted after deducting of all charges due to the Corporation including Ground Rent, against remittance of last installment of payment for lifting the scrap. No interest shall be payable on security deposit.
4. **Sales Tax/ Duties/ Levies**
 - a) Price (s) quoted shall be exclusive of Sales Tax/ Duties/ Levies, which shall be paid extra as applicable at the time of actual removal/lifting of scrap.
 - b) The bidder/purchaser shall furnish the CST/APGST Registration number and enclose Xerox copy of CST/ APGST Registration Certificate alongwith the offer.
 - c) The Purchaser shall furnish form 'C' for value of Sale Order before taking delivery of material, if he avails concessional rate of CST. In order to further avail concessional CST, materials need to be transported by Purchaser through a Registered Public Carrier across the State boarder. The details of inter-state transaction shall be indicated in Gate Passes issued to Purchaser against delivery of materials.

- d) The materials to be purchased by bidder shall be subject to all such duties/levies as may be applicable from time to time and the same shall have to be borne by the Purchaser.

5. Payment Schedule:

The Purchaser shall be required to make payments as under.

- i) Total Sale Order amount shall be paid in installments of not less than Rs.2,50,000 or 25% of sale order value whichever is higher together with applicable sales tax and other levies, if any, each time for delivery of proportionate quantity of scrap. The first installment shall be remitted within 15 days from the date of receipt of sale order by the Purchaser and the entire amount of sale order shall be paid within 60 days. If the value of Sale Order is less than Rs. 2,50,000 the entire amount shall be deposited in one installment. However, if the value of sale order is Rs. 25, 00,000 or more the entire amount must be remitted in 90 days.
- ii) All payments shall be made through Crossed Demand Drafts/ Pay Order in favour of APGENCO and payable at respective power station. No other mode of payment shall be accepted. Release Order, however, shall be issued after confirmation from Accounts regarding realization of the amount of demand draft.
- iii) For delay in payment beyond the above permitted time, Corporation shall charge interest for every week or part thereof, delay @ 18% per annum on the amount/ installment not paid in time. However full payment must be remitted within 90 days if value of sale order is less than Rs. 25, 00,000 and within 120 days if Rs.25, 00,000 or more, together with stipulated interest for delayed payment.
- iv) If the payment is remitted by the Purchaser only against basic cost and amount of sales tax or any other levy and late payment fee, if any, etc is not remitted; Corporation at its own discretion shall issue the Release Order for reduced quantities after adjusting the sales tax and late delivery charges etc. Shortfall in payment shall, however attract interest payment as above.

6. Default in Lifting the Scrap by the Purchaser:

The Purchaser shall lift the materials within 30 days from the date of Release Orders. In case of delay in removing/lifting within the specified period, ground rent shall be payable by the Purchaser @ 1% of the value of un-lifted quantity /value for delay of every week or part thereof subject to maximum of 5% of the value of Sale Order. The maximum period allowed for lifting the materials as such should be limited to 65 days i.e. 30 days free time plus 5 weeks period allowed with payment of ground rent. Any failure to comply with this requirement shall entail the forfeiture of all amounts paid, including Security Deposit and the Corporation without prejudice to its other rights and be free to dispose off the materials under subject at the risk of the Purchaser.

7. Default in Payment:

If there be any default in payment of sale amount including taxes and levies, if any, or Purchaser fails to abide by the conditions of sale or deviate in prices after

communication of acceptance of his bid, the Corporation shall, without prejudice to its right under the law, forfeit the amount paid by the Purchaser till then including security deposit. The Corporation may also cancel the Sale Order and resell the materials to others at the risk of defaulting Purchaser and also recover from him any loss sustained by the Corporation by such resale and expenses in connection with resale, as well, all outstanding recoverable amounts including ground rent, damages, interest etc.

8. Quantity:

- (a) Where the goods shall be sold by unit i.e. weight or number and not on the basis of 'lot', the quantity indicated in such cases against the respective lot may be approximate/indicative, which in actual may turn out to be more or less than the indicated quantity. In case the actual quantity is found less than the indicated quantity after completion of lifting by the Purchaser, Purchaser shall not be entitled to claim any damages, loss of interest or compensation or for any other account, but shall be entitled to proportionate refund towards the cost of materials undelivered only. The Corporation reserves the right to vary the quantity upto $\pm 25\%$ specified in Schedule of Rates before or after issue of Sale Order/ Release Order
- (b) Where the goods are sold on 'LOT' basis and not by unit/number basis, the entire material laying in the lot shall have to be lifted by the Purchaser so as to clear the entire lot. The quantity if any indicated against the respective lot shall purely be indicative and Corporation shall not entertain any claim/complaint from the Purchaser (s) for any deficiencies in quantity/ quality/ size/ dimension or for refund of the whole or any part of purchase money or loss of profit or interest/ damages or otherwise.

9. Delivery:

- (a) The Purchaser shall not be entitled to take possession of any part of the materials till amount due are paid by him and Release Order (s) are issued for the quantities corresponding to the payment made. The responsibility of Corporation shall cease when the materials are handed over to Purchaser.
- (b) The Corporation shall allow a reasonable number of Purchaser's authorized representatives, workers/trucks for entering into 'work-site' for the purpose of removal and transportation of materials. The Purchaser shall complete the requisite formalities with the Security Department at Power Station. The Purchaser shall further follow the Corporation's procedure of issue of Gate Passes for taking the materials out of Corporation's premises.
- (c) The person authorized by the Purchaser to take delivery, sign on the Gate Passes or the other relevant document must carry with him a Power of Attorney/Letter of Authority to represent him.

- (d) The materials shall be lifted during the working hours on any working day. No issue shall be made on Sunday or on other public holidays or outside the working hours.
- (e) The scrap materials shall be handed over by the authorities at the premises of Stores specified in Schedule of Rates/ Sale Order on 'AS IS WHERE IS BASIS'. Purchaser has to make his own arrangements for packing, loading and transportation of materials.
- (f) Weighment as per the weighing equipment available at Stores has to be adopted as final and no dispute on this account will be entertained.
- (g) No picking and choosing or sorting shall be allowed. The Purchaser shall lift the material only from the lots/site space as may be earmarked by the Corporation from time to time which shall be final and binding to the Purchaser.

10. Care and Diligence in Removal of Materials

The Purchaser while removing the materials should avoid any damage to the personnel of the Corporation or to the premises or other property or machinery of the Corporation. Damages if any estimated by Divisional Engineer (Stores) during the removal shall be made good by him. The Purchaser shall arrange all tools and plant and also necessary labour and supervisory staff at his own cost. The Corporation shall not be responsible for any liability that may come under the statutory provisions of the Workmen's Compensation Act, The Factory Act, and Payment of Wages Act etc. The Purchaser shall be responsible for all the above liabilities/responsibilities.

11. Period of Contract

The period of contract shall be specified in the Special Conditions of tender/ Sale Order. If the materials in full or part are not lifted within the specified time, the contract shall be deemed to have been cancelled and the Corporation shall be at liberty to dispose them off without prejudice to its other rights against the Purchaser (s). If, further materials are left in the area allotted to Purchaser (s) after the period of contract, Corporation may, on its sole discretion give the extension of time to the Purchaser (s) to complete the contract in all respects and Purchaser shall remove materials during extended period also at the contracted rate subject to payment of interest on delayed remittance and/ or payment of ground rent for delay in lifting materials.

12. Termination/ Breach of Contract:

In the event of bidder/ Purchaser's failure to fulfil any of tender/ sale order obligations including non-lifting of contracted materials, Corporation decision in regard to bidder/ Purchaser failure being final and binding on him/ them. Corporation shall have the full liberty to (a) Cancel the Sale Order with immediate effect of the material under sale order not taken delivery of by the bidder/ purchaser as on that date in which case the security deposit and / or EMD (as the case may be) shall stand forfeited (b) recover

the amount of losses or damages or claim that might be incurred by the Corporation in selling the material under the contract, not taken delivery of, by the bidder/purchaser at his/their risk and cost. This recovery can be made from any amount of bidder/purchaser lying with the Corporation under this contract or any other contract (s). Provided the Corporation incurs no loss, the bidder/ purchaser shall only be entitled to the refund of the amount retained by the Corporation by way of advance payment towards the undelivered materials without any interest thereon but not any other amount.

13) Force Majeure

Corporation shall not be liable for any failure or delay in performance due to any cause beyond their control including fire, floods, strikes, go-slow, lockout, closure, pestilence dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government action, civil commotion, breakdown of machinery, shortage of labour, acts and demands or otherwise any other cause. Conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of Corporation to extend the time of performance on the part of the Corporation by the period as may be necessary to enable Corporation to effect performance after the cause of delay will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

14) Disputes

All or any disputes arising out of or touching this contract shall be decided by Courts or Tribunals situated at _____ only. No suit or other proceedings shall be instituted elsewhere.

Bidder's Certificate
(To be filled in by the bidder)

Tender Notice No _____

Tender Specification No ._____

From:

To
Chief Engineer
Andhra Pradesh Power Generation Corporation Ltd

Dear Sir,

On behalf of ----- have gone through the Instructions to Bidder, General Conditions of Sale of Scrap, Schedule of Rates and Special Conditions of sale notice and hereby accept unconditionally all the terms and conditions specified therein

I have also inspected the scrap materials available at Stores_____ and aware of the conditions of the same. I am agreeable to payment conditions and on receipt of Sale Order/Release order, lift the materials within the stipulated period and also agree to ground rent for delay in lifting the materials as per the conditions stipulated.

I herewith enclose a DD/ Pay Order bearing No.-----dated -----for Rs.----- (Rupees -----) towards EMD equivalent to 2% of the total quoted value of items as per the Schedule of Rates.

Yours faithfully

Signature of Bidder

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Bid Documents

_____ Power Station/Corporate Office Hyderabad
(Full Address)

By Registered Post/ by Hand/ by Courier

Ref: _____, date _____.

Dear Sirs,

Sub: Bid documents against of Notice Inviting Tender No. _____
For Sale of _____.

We acknowledge with thanks remittance of Rupees _____ vide Demand Draft No./Cash Receipt No _____ dated _____ sent to us under cover of your letter No. _____ dated _____ towards tender fee. We are pleased to forward you a set of bidding documents in the form of a booklet of Specifications comprising of Tender Notice, Instructions to Bidders, General Conditions for Sale of Scrap, Bidder's Certificate, Schedule of Rates and Special Conditions.

Important Conditions

- 1) Due date and time of submission of bid _____ / 15.00 Hours
- 2) Due date and time of opening of bid _____ / 15.30 Hours
- 3) If due date is declared a public holiday, bids shall be received and opened on next working day as per the above time.
- 4) Bid documents are not transferable
- 5) Please quote your rates both in figures & words in the Schedule of Rates (refer enclosed booklet of specifications).
- 6) Please ensure that the set of documents is not unstitched and returned to us as it is after needful at your end.

We thank you for responding to our NIT.

Yours faithfully

for and on behalf of
A. P. Power Generation Corporation Ltd

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED**SALE ORDER**

_____ Power Station/Corporate Office Hyderabad
(Full Address)

No. _____

Date _____

By Registered Post/ by Hand/ by Courier

M/s -----

Dear Sirs,

Sub: Sale of Scrap _____ Available at _____ on
"AS IS WHERE IS BASIS"

Ref: 1) Our NIT No. _____ Tender Specification No. _____
2) Your offer No. _____ dated _____ opened on _____.

We are pleased to confirm acceptance of your offer for the schedule of materials as under:

Sl. No	Name of the Stores	Description of materials	Quantity	Rate per excluding Sales Tax(CST/ APGST	Total amount Excluding Sales Tax (CST/APGST
Total					
(Rupees					

Conditions:

1. Sale of materials is on ‘ **AS IS WHERE IS BASIS**’
2. Sales Tax or any other duties/levies as applicable shall be paid extra. In case you are availing concessional rates of Sales Tax, kindly furnish necessary form for the value of Sale Order along with remittance of payment.

3. Security Deposit

Security Deposit @ 5% of the sale order value amounting to Rs._____ (Rupees_____) is to be made by you. An amount of Rs._____ (Rupees_____) deposited by you as EMD shall be adjusted toward security deposit and in view of this kindly arrange to pay balance amount of Rs._____ (Rupees _____) by way of crossed Demand Draft/ Pay Order in favour of APGENCO, drawn on any scheduled bank and payable at _____.

4. Kindly arrange to deposit payment as per the clause 5 i.e. Payment Schedule of General Conditions of Sale of Scrap and special conditions
5. The sale of materials is subject to conditions contained in the tender specifications comprising Instructions to Bidders, General Conditions for Sale of Scrap, and Special Conditions. A copy of General Conditions for Sale of Scrap and Special Conditions is once again enclosed

Sale Order in duplicate is enclosed. Kindly return within 10 days the duplicate copy of the Sale Order duly signed and affixed with seal of your company in token acceptance of all terms and conditions of this order.

Yours faithfully

for & on behalf of
Andhra Pradesh Power Generation Corporation Ltd

We accept the terms and conditions of this Sale Order.

Signature of Purchaser

Name in Full

Date

Seal of the company

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

RELEASE ORDER NO.

_____ Power Station/Corporate Office Hyderabad
(Full Address)

No. _____

Date _____

By Registered Post/ by Hand/ by Courier

M/s -----

Dear Sirs,

Sub: Sale of Scrap _____ available at _____ on
‘AS IS WHERE IS BASIS’

Ref: 1) Sale Order No _____ dated _____
2) Earlier Release Order No. & Date, if any

We are pleased to inform you that scrap item (s) as mentioned below are released to you against sum of Rs. _____ (Rupees _____) paid by you vide Demand Draft/ Pay Order No. _____ dated _____ and the amount is adjusted as follows.

i) Cost of materials Rs. _____

ii) Taxes (CST/APGST) Rs. _____

Total Rs. _____

(Rupees _____)

SL. No.	Description of Materials	Quantity	Rates per Excluding Sales Tax	Amount

You are requested to contact our Divisional Engineer (Stores) to take the delivery of materials immediately. The release of the above stock will be governed by the terms and conditions of the Sale Order referred to above.

Kindly complete removal of materials by _____ failing which ground rent shall be charged without prejudice to other rights of the Corporation as per terms and conditions of Sale Order.

Also please ensure that remittance of next installment, if any, as per the “Schedule of payment” shall be made in time to avoid interest charges.

Yours faithfully

For and on behalf of
A. P. Power Generation Corporation Ltd

CC
Divisional Engineer (Stores)

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED
Vidyut Soudha, Hyderabad-500 082

Materials Management Department

Phone
Fax
E-mail

Application for Registration of Vendors:

1. General Information

1.1. Name of the vendor:

1.2. Full Postal Address:

Telephone Numbers

Fax Number

E-mail

a) Registered office:

b) Branch office:

**1.3. a) In case of Pvt. Ltd or Ltd. company,
date, place of registration and certified
copies of Memorandum of Association
and Article of Association to be furnished:**

Enclosed	Yes/No
Name of the Director/ Partners	Status

1.

2.

Name, Address & Particulars of all the
Directors should be furnished.

3.

4.

5

In case of partnership firm, the names
of all partners and their addresses are to
be furnished. Certified copies of partner-
ship deed to be furnished,

6.

b) In case of individual, his full name, address,
place and nature of business to be furnished.

**1.4. Name and address of associate/sister
concern, if any.**

**1.5. Whether Registered with any other
Govt./Semi Govt. Organization
(Preferably with Power utilities)
(Attested copies of Registration
Certificate to be attached)**

: Department/ Registration Products
Organization Number

- 1.6 Whether already registered or applied for Registration with any other unit of APGENCO, in any other name either in individual capacity or partnership
- 1.7 a) A solvency certificate granted by a First Class Magistrate or a certificate from the Banker about turnover of transactions and financial capacity, a) Enclosed Yes/No
- b) Balance sheet of previous financial year of the vendor duly attested by a Chartered Accountant b) Enclosed Yes/No
- 1.8. Income Tax. Sales Tax Registration No. (Both SST and CST), if any, and Income Tax Clearance Certificate. Income Tax Regn. No. State Sales Tax Regn No. CST Regn No. ITCC Enclosed: Yes/No
- 1.9 Brief History of labour relations in the organization in last one year (Specify strikes, lockouts, and tool down if any)
- 1.10 Total Number of regular employees on the role
 a) Managerial
 b) Executives
 c) Supervisors
 d) Workmen
- 1.11 Expansion plans if any
- 1.12 Details of relatives employed in APGENCO or APTRANSCO or any of Distribution Co. In AP (Give full details viz. Name, Designation, Department and Unit in which working)
- 1.13 Any other information in your favour.

2. **Technical information**

- 2.1. List of machinery available for manufacturing the products (if manufacturer)

Name of the machinery/equipment	Size/specification/make

2.2. Details of testing facilities available

Testing Machine	Specifications	Manufacturer	Year of purchase	Nos.
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2.3. If approved by reputed Inspection Agencies, please give details:

Inspection Agency	Material Supplied	Customer Reference	Year
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Engineers India Ltd.
National Thermal Power Corporation Ltd
Lloyds

3. Commercial information:

3.1 If already worked as a supplier, give the following information.

Name of Power Station	Govt. Department Public Sector Undertaking Reputed Pvt. Co.	Items supplied	Value	Year
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3.2 If stockist /dealer (distributor)

S. No	Products	Manufacturer	Dealership references No.	Dated
1.				
2.				
3.				

Attested copies of dealership to be enclosed.

- 3.3 Facilities/nearest branches from where after Sales Services to be provided.
- 3.4. Category of work for which registration is sought (Please indicate category as per NIT)
- 3.5. Mention any other relevant details.
- 3.6 **MUST ENCLOSE TWO COPIES OF CATALOGUES/SPECIFICATION SHEETS/ PAMPHLETS OF PRODUCTS MANUFACTURED OR MARKETED**

Product details	Catalogues details

I certify that all the information and data furnished as above form are true and complete to the best of my knowledge.

Signature of applicant/or his
Authorized person
(Seal)

Note:

- a) Wherever necessary separate sheets may be attached if space is less in any column
- b) List of enclosure:
- | | |
|---|--------|
| 1. Banker's Certificate | Yes/No |
| 2. Income Tax Clearance Certificate | Yes/No |
| 3. Sales Tax Clearance Certificate | Yes/No |
| 4. Performance Certificate from important customers | Yes/No |
| 5. List of important customers | Yes/No |
| 6. Central Sales Tax Registration Certificate | Yes/No |
| 7. State Sales Tax Registration Certificate | Yes/No |
- c) No correspondence on the subject from vendor shall be entertained. They shall be informed, in due course, as soon as registration is finalized.
- d) Incomplete applications shall not be considered

FOR OFFICE USE:

Information called from vendor (To be supplied before_____)

- 1.
- 2.
- 3.

Asst. Engineer/Asst. Divisional Engineer

ASSESSMENT REPORT

Committee Members (Finance) (Materials) (User) (Quality Assurance)

RECOMMENDATIONS

APPROVED

Information to the party sent vide letter No._____ dated_____

Asst. Engineer/Asst. Divisional Engineer

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

VENDOR APPRAISAL SHEET:

A)	Material Category	Sub Category	Name of the Vendor															

B)	Experience in Product Line Less than Five Years/ More than 5 years		Location of Factory															

C)	Facilities/Machines/Testing/Quality Control		Sales Office_____															

D)	Documents furnished: a) SST/CST Nos. b) IT a/c No.		<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">E) Govt. Co.</td> <td style="width: 15%;">Yes/No.</td> <td style="width: 60%;">Manufacturer / Stockist/ Distributor</td> </tr> <tr> <td>Public Ltd Co.</td> <td>Yes/No</td> <td>Manufacturer / Stockist /Distributor</td> </tr> <tr> <td>Pvt. Ltd.</td> <td>Yes/No</td> <td>Manufacturer / Stockist/ Distributor</td> </tr> <tr> <td>Small Scale</td> <td>Yes/No</td> <td>Annual Production/sale</td> </tr> <tr> <td colspan="3">General Assessment</td> </tr> </table>	E) Govt. Co.	Yes/No.	Manufacturer / Stockist/ Distributor	Public Ltd Co.	Yes/No	Manufacturer / Stockist /Distributor	Pvt. Ltd.	Yes/No	Manufacturer / Stockist/ Distributor	Small Scale	Yes/No	Annual Production/sale	General Assessment		
E) Govt. Co.	Yes/No.	Manufacturer / Stockist/ Distributor																
Public Ltd Co.	Yes/No	Manufacturer / Stockist /Distributor																
Pvt. Ltd.	Yes/No	Manufacturer / Stockist/ Distributor																
Small Scale	Yes/No	Annual Production/sale																
General Assessment																		
F)	Total manpower																	

F) Supplies Made to

Private	Public	Others
Yes/No	Yes/No	Yes/No

Vendor Rating

Very Good/ good

Satisfactory

Poor

Recommendation on the party

(X) Class Recommended for Registration

(Y) Need further study

(Z) Not recommended for registration

For monetary limits

Registration Committee Members (Finance)

(Materials)

(User/ indentor)

(Quality Assurance)

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Corporate Office
(Complete Address)

Phone:
Fax
E-mail

Vendor Registration Certificate

Ref:

M/s _____

dated:

Factory Address: _____

NSIC/SSI Regd Yes/No

Vendor Code:

Regn No.

Valid

Phone Nos.

Fax No:

upto _____

Name s) of Directors/Partners/Proprietor

- 1.
- 2.
- 3.

Dear Sirs

Thank you very much for application dated _____ for registration as approved vendor of APGENCO _____. We are pleased to inform that you have been enlisted as a Registered Vendor for participation in the purchases conducted by us for the following items/categories of items.

Name of items/Category of items	Specifications
------------------------------------	----------------

APGENCO has the sole discretion to terminate this registration with due Notice to you

Thanking you

Yours faithfully

Divisional Engineer (Purchase)

Note:

1. You may apply for renewal of this registration certificate, three months before expiry date, on prescribed application form.
2. On expiry of validity of requisite documents such as Factory licence/ ISI licence/ NSIC or SSI registration certificate, please ensure to get them renewed and furnish copies to us.

ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED

Commercial/Contractual Performance Rating

S.No.	Purchase Order No.	P.O. Date	Vendor Code	Vendor Performance		Points Secured	Remarks
				Pre-award Phase Maximum PTS-10	Post Award Phase Maximum PTS-10		

Factors to be considered for Evaluation during

<u>Pre-award Phase</u>		<u>Post Award Phase</u>	
<u>Points</u>		<u>Points</u>	
2	- Timely Response to Tender	2	Compliance of Invoicing & Despatch Instructions
3	- Extent of compliance to general terms and conditions	2	Deviation sought to P.O. terms
3	- Extent of agreeing to special conditions	2	Compliance to special conditions of Purchase order viz. submission of Interchangeability Certificate, Test Certificate, Guarantee/Warranty Certificate etc.
2	- Response to queries/clarifications	2	Adaptability to changes on APGENCO's request
		2	After Sales Services.

Prepared by
(Material Representative)

Vetted by
(Finance representative)

Approved by
(Divisional Engineer (Purchase))