

TRANSMISSION CORPORATION OF TELANGANA LIMITED

Notice Inviting Bids

Tender Notice No.SE/OMC/ADB/ADE(T)/D.No.1409/23, Dt : 20.02.2024

1. The Superintending Engineer / OMC / TSTRANSCO / Adilabad invites sealed bids for the supply of the following material for utilization at EHT Substations :

Tender specification No.	Description of material	Required Quantity
P-05/20 23-24	Supply of BH Coke granules of Size- 20mm-25mm. (to be supplied in 35Kgs/Bag)	5600 Kgs.

2. Detailed Tender schedule can be downloaded from TSTRANSCO website www.tstransco.in
3. This specification covers the supply and delivery FADS (Free At Destination Stores) of the above materials.
4. Prospective bidders can obtain tender specification from the office of the undersigned
Issue of tender specification : **20-02-2024**
Last date for receipt of requisition and : **20-03-2024 up to 12:00 hrs**
Issue of tender specification.
Last date for receipt of Tender Schedules : **20-03-2024 up to 3:00 PM**
Date of opening of Tender : 20-03-2024 @ 4:00 PM
5. Bidders shall remit Rs.590/- if collected in person and Rs.690/- if it is to be sent through post/courier, towards non-refundable cost of the Bid Specification in the following manner.
- a. Through Online payment through NEFT/RTGS to the account details mentioned
Name of the Account: Superintending Engineer/OMC/TSTRANSCO/Adilabad, Receipt Account No: 62461816171, IFSC CODE: SBIN0020124
- b. D.D. drawn in favour of Superintending Engineer/OMC/TSTRANSCO/Adilabad payable at Mancherla on all working days during office hours.
6. Details can be had from the concerned at O/o Superintending Engineer/OMC/Adilabad on all working days during office hours. (Contact Nos: ADE(T).9493590167, 8106637689).
7. The Superintending Engineer/OMC/Adilabad reserves the right to reject any or all the tenders without assigning any reason and for selection of supplier for awarding the work without assigning the procedure of selection and supplier who quoted does not have any right for awarding the work based on precedents, procedures followed at other places etc.

8. If any of the dates mentioned in the tender notification and specification happens to be holiday due to unforeseen reason, the same will be postponed to the next working day.
9. If the tender opening authority happens to be unavailable on the mentioned date of tender opening, the same will be postponed accordingly.
10. EMD @ 2% of the quoted value shall be submitted along with bid.
11. Leaflets and descriptive literature: Tender should be accompanied with full description particulars and working drawings or brochures of the materials.
12. In case of ambiguity, discrepancy with respect to tender conditions and situations which are not covered in tender specification, SE/OMC/Adilabad is the final authority for taking decision and the decision taken cannot be questioned.

Superintending Engineer,
OMC, Adilabad.

To
The Notice Board

Copy submitted to
The Chief Engineer/Transmission/TSTRANSCO/V.S./Hyderabad.
The Chief Engineer/Karimnagar Zone/TSTRANSCO/Karimnagar.

General Terms and Conditions.
Tender Specification No.P-05/2023-24
of SE/OMC/TSTRANSCO/Adilabad.

1. ELIGIBILITY:

i) Bidder must be OEM

or

ii) Its Authorised Dealer. In case the bidder is an authorised dealer, they must submit valid authorisation certificate issued by OEM

or

iii) The bidder in his name should have supplied the similar type of products elsewhere in TSTRANSCO/TSGENCO /GOVERNMENT Departments (Central/State) in past 3 years.

iv) Bidder shall furnish documentary proof for point (i) , (ii) and (iii) (Copies of Purchase Orders).

2. FINANCIAL INFORMATION:

i) Bidders shall furnish documentary proof establishing their financial capability (Turnover certificate issued by a chartered accountant for the amount equivalent to or more than the total bid price) for both the past two financial years (i.e., for FY 21-22 and 22-23), excluding the current financial year (FY: 2023-24).

3. PRICES: Prices should be Firm in rupees which includes supply and delivery FADS (Free At Destination Stores) of the materials . Bidder should quote basic price and GST in their respective columns. Price variation is not applicable for this purchase order. Delivery of the material is as per clause(17).

4. VALIDITY: Prices quotes should be valid for 90 days from the date of opening of tender.

5. SUBMISSION OF BIDS:

a) Bid should contain the technical details of the material and commercial aspects of the bidder for checking the eligibility.

b) These will include documents required as per clauses (1),(2) (7) and technical specification annexed to the tender specification duly signed by the bidder.

c) It should contain the price schedule and EMD

6. EARNEST MONEY DEPOSIT:

i) Tender should be accompanied by an Earnest Money Deposit (EMD) equal to 2 % of the total Estimated contract Value of material offered against the bid.

ii) EMD should be submitted in bid envelope. For the bidders who do not qualify in technical evaluation, the EMD will be returned to the bidder after placing of purchase order.

iii) If the bidder fails to submit the EMD or insufficient EMD in bid envelope, such bidder will not be considered for evaluation.

iv) EMD should be in the form of a crossed demand draft drawn on the State Bank of India or any other nationalized bank payable in favour of the Superintending Engineer/OMC/ TSTRANSCO/ Adilabad payable at Mancherial .

- v) E.M.D. will be refunded to the unsuccessful bidders after finalization of tenders. For successful bidders, the EMD will be refunded after placing the Purchase Order.
- vi) EMD will be forfeited,
 - a) When the successful bidder does not accept the order after issue of letter of intent/acceptance letter.
 - b) When the successful bidder fails to furnish the security deposit within the specified period after issue of letter of intent/acceptance letter.
 - c) When the bidder alters his prices or withdraws his bid before the expiry of validity.

7. OTHER INFORMATION TO BE FURNISHED IN BID ENVELOPE:

- i) **Samples:** The bidder shall submit samples free of cost for each of the tendered item for technical evaluation. Upon finalisation of the tender, samples will be returned to all unsuccessful bidders. Samples of successful bidders will be returned after completion of supply of total PO quantity or adjusted in the last lot of material.

8. EVALUATION CRITERIA:

- a) Tender received without documentary proof as mentioned at clause-1 (Eligibility), Clause-2 (Financial Information) & clause-7 will be treated as not qualified and will not be considered for further price evaluation.
- b) If the technical details (test reports as per clause 7) of the material furnished by the bidder are found not in accordance with the relevant BIS, technical specification and/or drawings annexed to the tender specification, the tender of the bidder will be treated as technically not qualified and their bid will not be considered for further price evaluation.
- c) Those bidders who qualify in the Technical & Commercial Evaluation only will be considered for further Price evaluation.
- d) Evaluation will be done considering all the items as single tender.
- e) Where there is a discrepancy between the unit price and total price, the unit price will prevail and the total price will be corrected accordingly.
- f) Where there is a discrepancy between words and figures, the amount in words will prevail.
- g) Evaluation will be done based on the total price with applicable GST.
- h) L1 i.e., lowest price offered will be considered for placing purchase order.

9. QUANTITY TO QUOTE: Suppliers would be required to quote for total Quantities of each item in full as indicated in the Specification.

10. REJECTION:

- i) Bids received without EMD or insufficient EMD will be rejected.
- ii) Tender received without documentary proof as mentioned at clause (1) (Eligibility) will be rejected.

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11.ACCEPTANCE: Bidder who offers the lowest price will be accepted.

12.NEGOTIATIONS: Only L1 bidder will be called for negotiations.

13.VARIATION IN QUANTITIES: The quantities are subject to variation i.e., increase or decrease, upto 50% of the tender quantities at the time of placing purchase order / during supply of materials.

14.SECURITY DEPOSIT:

i) Successful bidder shall furnish security deposit for an amount equal to 10% of tender value within 15 days of receipt of Letter of Acceptance.

i Security Deposit should be furnished in the form of a crossed Demand Draft drawn on the State Bank of India or any nationalised bank in favour of Superintending Engineer/OMC/TSTRANSCO/Adilabad payable at Mancherial.

(Or)

ii. Through Online payment through NEFT/RTGS to the account details mentioned Name of the Account: Superintending Engineer/OMC/TSTRANSCO/Adilabad, Receipt Account No: 62461816171, IFSC CODE: SBIN0020124.

The security deposit will be refunded after completion of warranty period and upon certification of performance of material from field engineers.

15.PURCHASE ORDER:

i) Successful bidder will be issued with purchase order after due payment of security deposit as mentioned at clause-14 and the successful bidder will then be called the supplier.

ii) The supplier shall acknowledge the purchase order.

iii) All the timelines for offering for inspection & witness of acceptance tests, for delivery and for penalty etc. commence from the date of acknowledgement of purchase order.

16.TESTS ON MATERIAL:

i) The supplier shall furnish test certificates conducted as per relevant standards along with the supply of material.

17.DELIVERY:

i) The materials shall be supplied within 60 days from the date of receipt of purchase order.

ii) Material shall be delivered to the following locations as follows:

Sl.no	Location	Quantity to be delivered
1	132/33KV SS Mancherial, Mancherial	2500Kgs
2	220/132KV SS Nimal, Nimal	3100Kgs
Total		5600Kgs

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18.FORCE MAJEURE:

- i) The Vendor will not be liable for penalty for late delivery, or Termination for default if and to the extent that its delay is the result of an event of Force Majeure.
- ii) For purpose of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the Supplier's fault or negligence and not fore seeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, lockdowns and freight embargoes.
- iii) If a Force Majeure situation arises, within 15 days from the date of eventuality, the Vendor shall notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform their obligations under the contract as far as it is reasonably practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19.PENALTY FOR LATE DELIVERY:

- i) Failure on of the supplier to deliver the goods within the stipulated period set out in the contract will attract penalty @ 0.5% per week of delay or part thereof on the value of the undelivered portion, subject to a maximum of 5% of the purchase order value.
- ii) If the penalty due to delay exceeds the specified maximum, the TSTRANSCO may consider cancellation of purchase order.
- iii) For the purpose of Penalty, the date of receipt of materials at the destination stores in good condition (date of check measurement as in Form-13) will be reckoned as the date of delivery.
- iv) The right of the TSTRANSCO shall be without prejudice to its right under the law including the right to cancel the contract, forfeit the deposit and or recover the damages for breach of contract.

20.Guarantee/WARRANTY PERIOD:

- i) The materials shall be guaranteed for satisfactory operation for a period of 18 months from the date of delivery or 12 months from date of commissioning or putting the material into use whichever is earlier.
- ii) If, during this period, any of the materials are found defective, they shall be repaired or replaced by the supplier free of cost to the TSTRANSCO within one month from the date of intimation.

21.LOSS (OR) DAMAGE:

- i) External damages that or prima facie the result of rough handling in transit or due to defective packing will be intimated to the supplier within a fortnight of the receipt of the material.
- ii) Defects, damages or shortages of any internal parts which cannot ordinarily be detected on a superficial visual examination, though due to bad handling in transit or defective packing, would be intimated with in 2 months from the date of receipt of material.
- iii) In either case the damage/defective materials should be replaced by supplier at free cost.

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22. TERMS OF PAYMENT:

- i) 100% payment to the supplier will be arranged within 30 days of receipt of the material in good condition at the destination stores and/or receipt of supplier's invoice in duplicate.
- ii) Documents to be submitted for payment:
 - a) GST tax invoice in prescribed format in duplicate
 - b) Form-13
 - c) Delivery challan with due certification of receipt of material and check measurement by the competent officers.
 - d) Guarantee/Warranty certificate for material supplied as per Clause(20).
- iii) If the supplier receives any excess payments by mistake or if any amounts are due to TSTRANSCO due to any other reason and it is not possible to recover such amounts under the contract resulting out of this specification, the TSTRANSCO reserves the right to collect the same from any other amounts payable to the supplier or Bank Guarantees given by the supplier to the TSTRANSCO.
- iv) When the supplier does not at any time fulfill his obligation in replacing, rectifying etc., of the damaged/defective materials in part or whole promptly to the satisfaction of the TSTRANSCO officers, the TSTRANSCO reserves the right not to accept the invoices against subsequent dispatches made by the supplier.

23. GOODS AND SERVICES TAX (GST):

- i) GST No. of TSTRANSCO is 36 AAFCT0166J1Z9 and shall be quoted on their invoice.
- ii) The GST Registration number of Supplier shall to be quoted on each invoice.
- iii) Tax invoice shall contain SGST and CGST breakup (or IGST) along with HSN Code.
- iv) suppliers who have opted for composition scheme in GST shall not charge GST in their invoice. Supplier shall submit the Bill of supply without charging GST stating on the top of their Bill of Supply that "Composition taxable person, not eligible to collect tax on supplies".
- v) The input tax credit claimed by registered taxable person should commensurate reduction in the price of goods and services supplied to TSTRANSCO.
- vi) GST TDS @ 2% will be recovered and remitted to Government (if applicable).
- vii) E-mail address shall be mentioned on the invoice to send TDS certificate.

24. STATUTORY VARIATION:

- i) Any variation up or down in statutory levy or new levies introduced after issuing of purchase order under this specification will be to the account of TSTRANSCO.
- ii) Where delivery schedule is not adhered to by the supplier and there are upward variation / revision after the agreed delivered date, the supplier shall bear the impact of such levies and if there is downward variation / revision the TSTRANSCO should be given credit to that extent.

25. JURISDICTION: All and any disputes or differences arising out of or touching this contract will be decided by the Courts situated at Mancherla in Telangana State.

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26. GENERAL:

- i) Bidder shall sign on all the pages of the tender specification including the technical specification as a token of acceptance of all the terms and conditions of the specifications.
- ii) In case of ambiguity, discrepancy with respect to tender conditions and situations which are not covered in tender specification, SE/OMC/Adilabad is the final authority for taking decision and no correspondence will be entertained in this matter.
- iii) Bidder or his representative can witness tender opening process. Representative shall furnish authorization letter from the bidder to attend tender opening. However bidders/representatives are advised to attend tender opening process. Bidders who do not attend tender opening process will forego the right to put any claims regarding decisions taken during tender opening process.
- iv) The Superintending Engineer/OMC/Adilabad reserves the right to reject any or all the tenders without assigning any reason.
- v) The Superintending Engineer/OMC/ Adilabad reserves the right to cancel the tender process at any stage if required and bidders shall not have right to ask for reasons.

Sd/-
Superintending Engineer,
OMC, Adilabad

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