



STATE ENERGY CONSERVATION MISSION (APSECM)
(A Society registered under AP Societies Registration Act 2001.)
Department Of Energy ,I&I , Government Of Andhra Pradesh



TENDER NO.: APSECM / MuDSM / -e- 06 /2021

TENDER SPECIFICATION FOR

Selection of Energy auditing firm/Agency Empanelled with Andhra Pradesh State Energy Conservation Mission (APSECM) for conducting workshops on Energy Conservation & Energy Efficiency activities in Municipal Sector within the AP state.

- APSECM has contemplated to Conducting workshops / Training sessions for physical demonstration on Energy Efficiency Technology on " Demand Side Management " involving government officials of MA& UD under the head of Municipal Demand Side Management (MuDSM)- funded by BEE, GoI.

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- **Selection of Energy auditing firm/agency empanelled with Andhra Pradesh State Energy Conservation Mission(APSECM) for conducting workshops on Energy Conservation & Energy Efficiency activities in Municipal Sector within the AP state with around 50number participants per workshop.**

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1. NOTICE INVITING TENDERS

1.	Department Name	:	APSECM
2.	Bid Number	:	APSECM / MuDSM /-e- 06 /2021
3.	Bid Subject	:	<p>Selection of Energy auditing firm/agency empanelled with Andhra Pradesh State Energy Conservation Mission (APSECM) for conducting workshops on Energy Conservation & Energy Efficiency activities in Municipal Sector within the AP state.</p> <ul style="list-style-type: none"> • APSECM has contemplated to Conducting workshops / Training sessions for physical demonstration on Energy Efficiency Technology on " Demand Side Management " involving government officials of MA& UD under the head of Municipal Demand Side Management (MuDSM)- funded by BEE, GoI.
4.	Package No.	:	APSECM / MuDSM /-e- 06 /2021
5.	Period of Contract	:	2 months
6.	Form of Contract	:	Physical Workshops/Training sessions
7.	Bid Type	:	Open Competitive Bidding
8.	Bid Category	:	Workshops/Awareness Programs
9.	Bid Validity	:	90 days from Scheduled Bid submission closing date i.e. up to- 11-05-2021.
10.	EMD / Bid Security	:	Rs.32,000/-
11.	EMD Payable to	:	In the form of Demand Draft in favor of Chief Executive officer /SECM, Vijayawada issued by any Nationalized Bank and payable at Vijayawada and shall cover a period of 45 days over. i.e., up to 25-06-2021
12.	Bank Guarantee Payable to	:	Bank Guarantee issued by a Nationalized Bank/ Scheduled Bank (as per the list enclosed) in favor of the Chief Executive officer /APSECM, Vijayawada, and shall cover a period up to 1 year from date of LOA
13.	Transaction Fee	:	0.03% on ECV (Estimate Contract value) or with a cap of Rs. 11,800/- (including 18.00 % GST on Transaction fees) or applicable fees. Please refer

		e-procurement web-site
14.	Transaction Fee Payable to	: Payable to APTS, Vijayawada.
15.	Schedule Sale opening Date	: 11.01.2021 at 06:00 PM (IST)
16.	Schedule sale Closing Date	: 10.02.2021 at 5:00 PM (IST)
17.	Pre-Bid meeting opening date	: 19.01.2021 at 3.00 PM (IST)
18.	Pre-Bid meeting closing date	: 19.01.2021 at 4.00 PM (IST)
19.	Bid Submission Closing Date	: 10.02.2021 at 5:00 PM (IST)
20.	Bid Submission	: Online
21.	Pre-Qualification/ Technical Bid Opening Date (Q.R stage)	: 10.02.2021 at 5.30 PM (IST)
22.	Price Bid Opening Date	: 12.02.2021 at 11:00 AM (IST)
23.	Place of Bid Opening	: O/o. Chief Executive Officer, APSECM, Vijayawada.
24.	Officer Inviting Bids	: Chief Executive Officer, State Energy Conservation Mission, Vijayawada.
25.	Address	: Govt. of Andhra Pradesh, Energy, I&I Dept., 2nd Floor, 33/11 KV Indoor substation, Museum Road, Vijayawada-520002
26.	Contact Details/ Telephone/Mail ID	: 0866-2577620 ceo.secm@gmail.com
27.	Eligibility Criteria	: Refer Clause No.20 'Qualification Requirements'
28.	Procedure for Bid Submission	: Refer Instructions to the bidder
29.	General Terms & Conditions	: Refer General Terms and conditions of specification Note: Bidders are requested to go through all the clauses and contents of specification thoroughly and quote the bid. Ignorance of terms of bid will not be entertained by the purchaser at later date.

APSECM (Andhra Pradesh State Energy Conservation Mission) invites tenders on e-procurement platform for Selection of Energy Auditing firms empanelled with APSECM for Conducting “Physical Training and Awareness programs for the officials Operators of Municipal Administration & Urban Development on Energy Efficiency measures particularly on Municipal Demand Side Management (MuDSM) under Municipal sector” within the AP state.

Total 16 Number workshops to be conducted in 13 districts of the AP state works to be done as mentioned below:

2. Instruction to the Bidders:

- 1.1 **General:** The APSECM invites bids on e-procurement platform for the works mentioned in the NIT and Project Data sheet for which date and time is specified in the NIT and will be opened online by either Bid inviting authority or his nominee based on the date and time mentioned in the NIT. The details of Bid inviting authority are mentioned in the Project Data Sheet.
- 1.2 The Bids should be in the prescribed form as per this specification and as per the guidelines of e-procurement and as specified in NIT and Bidding documents which can be downloaded free of cost from the website www.apecurement.gov.in.
- 1.3 The dates stipulated in the NIT are firm and under any circumstances they will not be relaxed unless officially extended by APSECM in e-procurement platform. The e-Procurement application is PKI (Public Key Infrastructure) enabled and supports the digital certificates issued by APTS Ltd., (Andhra Pradesh Technology Services Limited) for signing the bids at the time of submission by bidder. The bidder has to procure the digital certificates issued by APTS Ltd., Vijayawada by following the procedure laid for the same. Digitally signed bids are to be submitted electronically through e-procurement without which the Bid will not be considered for opening.
- 1.4 The intending Bidders would be required to enrol themselves on the ‘e’-procurement market place at www.apecurement.gov.in. Bidders are required to submit their bids in two parts:
 1. Part-I: Eligibility and Technical bid.
 2. Part-II: Financial bid.
- 1.5 The Bidder should upload scanned copies as specified in the checklist and all enclosures required for the schedules and Appendices. The bidder should produce the originals of all uploaded documents for verification if asked for by the Competent Authority within 3 (Three) days.
- 1.6 The uploading of bids on-line through e-procurement cannot be possible after expiry of the due date and time and it is the sole discretion of APSECM to consider any requests for extension.

1.7 Transaction fee: The Transaction fee at 0.03% on Estimate Contract value (ECV) of work plus 18% GST on transaction fees or with a cap of Rs. 1,00,000/- (including 18.00 % GST on transaction fees) shall be payable by electronic Payment on e-Procurement platform, which provides a facility to participating suppliers/contractors to electronically pay the transaction fee from the platform, using their credit cards. The Payment Gateway accepts all Master and VISA credit cards issued by any bank. The payment of transaction fee online is mandatory for participating in the bidding.

1.8 Successful Bidder shall pay the Corpus fund to APTS @ 0.04% on ECV in the form of DD payable at Vijayawada and drawn in favour of MD, APTS, Vijayawada to sustain 'e' procurement initiatives, research and development of software applications for automation for process in user departments.

1.9 The successful Bidder is expected to complete the work within the time period and as per PERT/ Bar Chart to be furnished by the successful bidder at the time of kick off meeting.

1.10 APSECM reserves the right to cancel/extend/alter the bid conditions at any time. In the process, if the tender process / work is stalled due to legal intervention or due to natural calamities, no compensation will be paid.

2.0 Bidders / Firms eligible to Bid:

The Bidders / Firms who

- i. Possess the valid registration and satisfies all the conditions therein.
- ii. Are not blacklisted or debarred or suspended by the Government /any power utility for whatever the reason, prohibiting them not to continue in the contracting business.
- iii. Have complied with the eligibility criteria specified in Clause 15.1 of General Terms & Conditions in Section -1 of this Specification are the eligible Bidders /Firms.

2.1 Bidders / Firms ineligible to Bid:

- (i) A retired officer of the Govt. of AP or Govt. of India or APTRANSCO or their subsidiaries' is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Parent Department. The contractor shall intimate the list of his employees who were retired from Government/APTRANSCO or their subsidiaries along with the permission possessed from parent department.
- (ii) The Bidder who has employed any retired officer as mentioned above shall be considered as an ineligible Bidder.
- (iii) The contractor himself or any of his employee is found to be Gazette Officer

who retired from Government Service and had not obtained permission from the parent department for accepting the contractor's employment within a period of 2 years from the date of his retirement.

- (iv) The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the Bid or engagement in the Contractor's service.
- (v) Contractor shall not be eligible to Bid for works in APSECM/APTRANSCO where any of his near relatives are employed in the rank of Assistant Executive Engineer or Executive Engineers and above on the Engineering side and Assistant Accounts Officer and above on the accounts side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted / Non-Gazetted State Government Employees related to him. Failure to furnish such information Bidder is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

- i. Sons, step sons, daughters, and step-daughters.
- ii. Son-in-law and daughter-in-law.
- iii. Brother-in-law and sister-in-law.
- iv. Brothers and Sisters.
- v. Father and Mother.
- vi. Wife /Husband.
- vii. Father-in-law and Mother-in-law.
- viii. Nephews, nieces, uncles and aunts.
- ix. Cousins and any person residing with or dependent on the contractor.
- x. The Companies which are blacklisted by any other utility and whose promoter's firms or companies were already blacklisted /debarred by any other utility shall be considered as ineligible bidder. Further, the bidder shall give an undertaking (as per Schedule V- (E) that, if the information furnished in this regard is found to be false at a later date the bidder will be made ineligible or the contract will be terminated.

3. Documents to be furnished for Qualification requirements of the Bidders:

The Bidder shall furnish the following particulars in the formats provided online and supporting documentary evidence shall be uploaded.

Attested copies of documents relating to the Registration of the firm, Partnership deed, Articles of Association, Commercial Tax Registration /, Latest Income Tax Clearance certificate / PAN number from IT Department, GST registration, excise department registration certificates, empaneled certificate, Labor department registration etc.

Note: The Partnership firms, which are registered as Contractors shall intimate the change in partnership deed, if any, as per GO Ms. No.58, I & CAD, dt.23.4.2002 within one month of such change. Failure to notify the change to the registration authority in time will entail the firms to forfeit their registration and their Bid will be rejected. The intimation of change of partners if any and the acceptance by the Registration authority may be enclosed. Further the change if any in the official address, phone/fax numbers etc., shall be intimated.

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

Qualification criteria for opening of the price bid: Bidders qualified in the Technical / Pre- qualification Bid if they meet the requirements as per clause no. 15.1 'Qualification Requirements' of Section-1

Even though the Bidders are meeting the above qualification requirements, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- a) Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- b) Not turned up for entering into an agreement, when called upon within the time specified in the letter of acceptance
- c) Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- d) A history of criminal record in which the Bidder is involved if any.
- e) History of litigation with Government/APTRANSCO/APSECM or their subsidiaries during the last 5 years in which the Bidder is involved.
- f) Any wrong declaration or hiding of information on clause (vi) above shall be viewed seriously and such firms will be blacklisted/debarred.
- g) Even while execution of the work, if found that the work was awarded to the Contractor based on false /fake certificates of experience, the Contractor will be blacklisted and work will be taken over.
- h) The bidders shall submit a written Power of Attorney authorizing the signatory of the bid to commit on behalf of the bidder.
- i) Bidders are advised to find out the latest tax structure, applicability and rates before quoting the plus or minus tender percentage on ECV.

Further to reduce the billing difficulties, bidders are advised to quote the percentage with not more than two decimal places.

Pre-Bid Meeting: Prospective Bidders can attend the pre-bid meeting to be held in the chambers of CEO/APSECM on the date notified in the NIT and seek clarifications/ doubts on any portion of the specification in writing. The SECM will issue clarification in writing, if necessary.

4.0 SUBMISSION OF BIDS:

The bidders who are desirous of participating in 'e'- procurement shall submit their Technical bids, Price bids etc. in the standard formats prescribed in the Bid documents, displayed at 'e'- marketplace. The bidders should upload the scanned copies in support of their bids. Bidder should take care that the scanned copies are clear & visible. The bidders shall sign on all the statements, documents, certificates, being uploaded by them, owning responsibility for their correctness/authenticity.

If any bidder uploads the bid without paying BID SECURITY, the bid will be rejected and the bidder will be black listed. Similarly, if any of the certificates, documents, etc., uploaded by the bidder is/are found to be false/fabricated/bogus, the bidder will be blacklisted and his BID SECURITY forfeited.

The bids shall be uploaded on e-procurement platform with all particulars called for in the schedules enclosed to specification. Bid rates shall be furnished in the enclosed schedules only. There shall not be any deviation from the contents, description, and quantity of the schedule. If the required documents, schedules, forms, supporting documents for Qualifying Requirements (both physical & Financial) are not uploaded on e-platform, the bid will be liable for rejection.

The information sought-for under schedules regarding qualification, financial status etc. shall be uploaded duly filling by typewritten in the formats attached, without interlineations, alterations or modifications. The bidder shall sign all pages of the bid and at the modification / corrections if any before uploading.

In case of JV, the lead partner should only submit the bid in e-procurement or otherwise the bid will be rejected at Prequalification stage itself.

Standard printed conditions uploaded along with the bid will not be considered or accepted. Deviations from the provisions of the specification will not be considered.

It is the responsibility of the Bidder to upload all the signed and scanned documents, Schedules, formats and other documents in the PDF format only. For the Price Bid the bidder shall submit both the downloaded commercial bid in XL file and also signed and scanned PDF file. The Quantities and description against the items of the Schedules shall not be modified.

It is the responsibility of the Bidder to upload all the documents required to prove his responsiveness to participate in this bidding as per the Qualification Requirements.

The bids once submitted on e-procurement platform cannot be withdrawn after scheduled bid submission closing date and also during bid validity period.

If any bid is withdrawn during the above period, the bidder will be blacklisted apart from forfeiting of bid security.

Submission of Price Bids: The bidder shall quote rates to conduct 16 numbers of workshops covering municipal corporations in all the 13 districts of AP State performing all associated works in the price bid.

(i) As per G.O. Ms. No. 174 dated 01-09-2008 of I &CAD (PWR) submission of original hard copies of the uploaded copies of DD/BG towards EMD and other certificates & documents by participating bidders to the tenders inviting authority is dispensed here with.

- (ii) All the bidders shall invariably upload the scanned copies of DD/BG in e-procurement system and this will be the primary requirement to consider the bid as responsive.
- (iii) The SECM shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, DD/BG towards EMD in the e-procurement system and open the price bids of the responsive bidders.
- (iv) The SECM will notify the successful bidder for submission of original hard copies of all uploaded documents DD/BG towards EMD prior to entering into an agreement.
- (v) The successful bidder shall invariably furnish the original DD/BG towards EMD, certificates/ documents of the uploaded scanned copies to the Tender inviting authority before entering into an agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The APSECM will not take any responsibility for any delay in receipt/non receipt of original DD/BG towards EMD, certificates/documents from the successful bidder before the stipulated time. On receipt of documents the SECM shall ensure the genuineness of the DD/BG towards EMD and all other certificates/documents uploaded by the bidder in e-procurement system in support of the qualification

criteria before concluding the agreement.

- (vi) If any successful bidder fails to submit the original hard copies of uploaded certificates/ documents, DD/BG towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. Besides this, APSECM the SDA shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the **development** schemes taken up by the Government.

Bids will be opened on-line at the time, date and place indicated in the NIT.

The bidders shall carefully examine the specification and all its enclosures and if they have any doubt as to the meaning of any portion of the specification or enclosures thereto, they shall obtain the required clarifications from the officer to whom the bids are addressed.

THE BIDS RECEIVED BY, OTHER THAN E-PROCUREMENT PLATFORM SHALL NOT BE ENTERTAINED UNDER ANYCIRCUMSTANCES.

The bidders are therefore advised to ensure that their bids are uploaded in complete shape in the first instance itself. Post bid rebates, revisions or deviation in quoted price and/or conditions or any such offers which will give benefit to the bidder over others will not only be rejected straightaway, but the original bid also will get disqualified on this account and the bidder's bid security amount will be forfeited.

COMPLETENESS OF BID:

- a) The bid shall be quoted for all the workshop/Training programs scope of work as mentioned above.
- b) Bids reaching the eligibility criteria as mentioned will be accepted and others will be rejected.

Interested bidders, preferably from among the technically qualified and specifically experienced/empanelled with the APSECM.

Or Bureau of Energy Efficiency(BEE) may download the TENDER document from the website www.apsecm.ap.gov.in(or) www.aptransco.gov.in (or) www.apecprocurement.gov.in (or) through a request mail to ceo.apsecm@gmail.com from the Office of the State Energy Conservation Mission (SECM), Department of Energy, I&I, Govt. of Andhra Pradesh, 2nd Floor, 33/11 kV Indoor Substation Building, Museum Road, Governor Pet, Vijayawada – 520002, Andhra Pradesh, Tel: 0866 – 2577620 and 0866-2975620 during office working hours. Interested bidders may

contact SDA, Andhra Pradesh at Tel: 0866-2577620 and 0866-2975620, Email: ceo.secm@gmail.com for any clarification.

TENDER issuing authority details:

Shri A. Chandra sekhara Reddy,

Chief Executive Officer,

State Energy Conservation Mission,
Govt. of Andhra Pradesh, Energy, I&I
Dept., 2nd Floor, 33/11 KV Indoor
substation, Museum Road, Vijayawada-
520002.

Contact Person for queries / submission of Proposals:

1. Sri.G. Sreenivasulu. D, E.E, APSECM, Cell No: -8897014833
2. Sri A. Sateesh, DEE/OSD/ APSECM, Cell No 7013270896
3. Sri K. Madhu, AEE/DSM/APSECM, 8985151109
4. Mr. Sumanth Project Engineer, APSECM, Cell:9959777117.
5. Mrs. B.Praveena, Technical Consultant cell: 9581022244

5.0 Scope of Work: -

A. Seminar and Physical Demonstration at site:

1. Inviting and ensuring attendance of minimum 50 participants in the awareness workshop.
2. 16 Nos seminar/ physical demonstration at site shall be conducted for various municipalities in 13 Districts at scheduled dates.
3. Duration of each workshops shall be One day. **Training program consists of half day seminar and half day case study in selected pump house for field level demonstration**
4. The workshop content shall be focused only to the intended program. i.e. Energy Efficiency and Energy Conservation measures in MuDSM
5. The Content for the workshop/Training program shall be properly designed as PPT and could be explained in the language preferred by the participants as the participants like pump operators, Equipment operators to Supervisory cadre and the officials of Municipal corporation/Municipalities will be involved in the workshop.
6. Hardcopies of training material is to be submitted to all participants including APSECM.
7. Photographs of all Workshops/Training programs and also press clippings to be gathered without fail.
8. Certification to the participants with a signed copy of the CEO/APSECM and shall be submitted to the participants through courier to all participants.
9. Any Other requirements of APSECM communicated with the concerned selected agency shall be taken granted to make the awareness programs successful.

Contents for the Seminar on MuDSM shall focus on B: -

Situational Analysis and Development of Energy Efficiency projects in Municipalities: -

1. Annual Energy Charges spent by the Municipal corporation for various segments of Water supply, Sewage Treatment, Street Lighting and Buildings.
2. Exclusive Energy Conservation Cell in Municipal Corporations to focus on implementation of Energy Efficiency initiatives.
3. Possible Energy Efficiency projects and funding opportunities for implementation of Energy Efficiency projects in the segments of Water supply, Sewage Treatment and Buildings.
4. Separate Budget Provision and utilization of allocated budget for Energy conservation and Energy Efficiency activities
5. Awareness to the planning and policy making segments of Municipal corporations on the fruits of Energy Conservation and Energy Efficiency.

6. Demonstration of Energy conservation and Energy Efficiency benefits such as financial, Environmental and Social.
7. Guidelines for self-assessment of Municipalities before opting for a Municipal Energy Efficiency projects with the following factors
 - a. Reasons and goals for the project
 - b. Feasibility study
 - c. Analysis of project financing
 - d. Contractor selection option
8. Step by step method for Development and financing of Energy Efficiency projects considering the budget constraints of Municipalities.
9. Financing and Implementation of Energy Efficiency projects through Energy Performance contracts and ESCO model on guaranteed savings or shared savings.
10. Investment Grade Energy Audit, ESCO financing and payment mechanism

Note: - While presenting the seminar, the content should also include the respective municipality's segment wise over all Energy Consumption, Energy charges spent on each segment, Annual Budget of Municipality, Budget allocated for Energy Efficiency activities.

Physical Demonstration: -

1. A prior visit to each Segment (Water supply, Sewage Treatment, Street Lighting and Buildings.) shall be carried out to understand the layout of pumping station, assess the energy performance, identification of Energy leakages, possible Energy Efficiency projects, design and sizing of pump w.r.t required head and flow, Efficiency of pump etc.
2. The visit shall be planned prior to the day of seminar and physical demonstration.
3. As the participants are having basic knowledge on Energy conservation and Energy Efficiency, a well versed subject matter expert (SME) shall be engaged for seminar as well as for physical demonstration at the site with appropriate measuring instruments.

6.0 COST OF TENDER:

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Purchaser. APSECM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

7.0 CONTENTS OF THE TENDER SPECIFICATION:

The Bidder is expected to examine all instructions, forms, and terms and conditions and Statement of Work in the tender documents. Failure to furnish all information required or submission of a tender Document not substantially responsive to the bid in every respect will be at the Bidder's risk and may result in the rejection of the bid.

8.0 LANGUAGE OF BIDS:

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

9.0 CONFIDENTIALITY:

APSECM requires that recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever.

10. DISCLAIMER:

APSECM and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of SECM and/or any of its officers, employees.

11. AUTHORIZED SIGNATORY (BIDDER):

The "Bidder" as used in the tender shall mean the one who has signed the tender document forms. The Bidder should be the duly Authorized Representative of the

Company/firm. All certificates and documents (including any clarifications sought and any Subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative.

The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid in case of a bidder not being a Government body/undertaking/PSU. APSECM may reject outright any proposal not supported by adequate proof of the signatory's authority.

12. CORRIGENDUM TO THE TENDERDOCUMENT:

At any time prior to the last date for receipt of bids, APSECM, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Document by a corrigendum. In order to provide prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, APSECM may, at its discretion, extend the last date for the submission of Bids and/or make other changes in the requirements set out in the Invitation for tender.

13. EARNEST MONEY DEPOSIT(EMD):

The Earnest Money amounting to **2% @ total contract value** shall be paid by each bidder, in the form of crossed Demand Draft drawn in favor of Chief Executive Officer, APSECM, Vijayawada issued by any Nationalized Bank and payable at Vijayawada, to be enclosed along with the sealed Tender, Bank Guarantee issued by a Nationalized Bank/ Scheduled Bank in favor of the Chief Executive Officer, APSECM, Vijayawada, and shall cover a period of 45 days over and above the period of bid validity.

Any category of bidders specifically exempted by the Government from the payment of Earnest Money Deposit are not required to make such a deposit provided they enclose copies of documents proving exemption.

The Earnest Money Deposit will be refunded to the successful bidder only after finalization of tender and after submission of performance security bank guarantee.

In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded to them within three months of finalizing the Tender.

The Earnest Money Deposit will not carry any interest.

Tenders received without the Earnest Money Deposit other than specified in sub-clause under EMD above will be summarily rejected.

14 GENERAL TERMS & CONDITIONS

14.1 Qualifying Requirements:

The Bidder interested in being considered for this project must fulfill the following criteria:

- Should be empaneled with APSECM for carrying out Energy Audit works.
- Should have adequate number of energy auditors on pay roll to carry out the Workshops/Training programs within 60 days in all 13 districts.
- Should have a successful track record of carrying the full scope of activities outlined in the scope of work
- Should have experience in working with Governments and Public Sector Undertakings and a minimum of 3 No's Successful Energy Audits involving various types and seminars in the past 3 years,
- Should submit the client certificate as evidence in the above regard.
- Should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- Should not have the track record of de-listing or black-listing by any Central / State Government / Public Sector Undertaking in India, an Undertaking to this extent has to be furnished along with the TENDER.
- Enclose all the documents related to experience in Energy Audit and training programs/seminars in Municipal demand side management.
- Enclose Satisfactory Certificate from the user department for the Energy Audit/Training conducted by your organization, if any.
- Empanelment certificate issued by APSECM shall be enclosed.
- APSECM reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of mentioned clauses of qualification requirement/evaluation criteria, failure to produce the same within the period as and when required and notified in writing by SECM shall result in summary rejection of the bid.
- APSECM reserves the right to accept or reject any proposal and also award of the work, without assigning any reason.
 - APSECM reserves the right to waive off any shortfalls; accept the whole, accept part of or reject any or all responses to this tender.
 - APSECM reserves the right to cancel the Tender at any stage and call for fresh TENDER and/or Tender for this project.
 - APSECM reserves the right to call for fresh Tenders at any stage and/or time for any and /or all of the categories as per the present and/or envisaged SECM project requirements, even if the Tender is in evaluation stage.
 - APSECM reserves the right to add / delete / modify the Scope of Work, as per requirement of the Project.
 - The qualified bidder has to provide the names and contact details of the Team to be deployed at site, to APSECM, in writing, upon award of work.

- The qualified bidder has to bear all the costs related to photocopy, Tool, stationary, material required for hardcopy to be in good quality which will be submitted to the participants etc.
- AP SECM reserves the right to withdraw the work and get it completed at the risk & cost of the agency, if performance of the agency is unsatisfactory, to whom work has been awarded.

15 TERMS OF PAYMENT:

The payment terms are as follows:

- 10% of the payment will be made after issue of award of work, while 50% of the payment will be made after completion of workshops/Training Programs.
- Balance 40% payment shall be made after receipt of overall comprehensive report on the workshops conducted.
- Payment for the works done will be made by cheque on any scheduled bank by the paying officer.
- If the contractor has received any over payments by mistake or if any amounts are due to the APSECM due to any other reason, when it is not possible to recover such amounts under the contract resulting out of this specification, the APSECM reserves the right to collect the same from any other amounts and/or bank guarantees given by the company due to or with the APSECM.
- The contractor at any time, fulfill his obligations of the defective works in part or whole promptly to the satisfaction of the APSECM'S officers, the APSECM reserves the right not to accept the bills.
- All the payment will be made in Indian rupees only.
- **Taxes and duties/GST as applicable** on the date of release of payment.
- The paying officer is CEO/SECM/Vijayawada.

16 COMPLETION PERIOD:

All the workshops/Training programs as detailed in this contract shall be completed in all respects within 60 days from the date of receipt of detailed contract award letter or the date of handing over of material whichever is later.

17 DELAYS BEYOND CONTRACTOR'S CONTROL:

The contractor shall not be entitled to claim compensation on account of delays or hindrances to the works for any cause whatsoever. Should the cause of delay or hindrance not be the responsibility of the contractor, the CEO/APSECM will consider whether it is possible or not to grant extension of time to compensate for this delay or hindrance.

The contractor will not, however be eligible for any compensation by way of increase in the rates for the works executed beyond the contract period.

18 EXTENSION OF TIME FOR COMPLETION:

Where a workshop/Training program cannot be completed within the completion period indicated for reasons beyond the control of the contractor, the contractor under such exceptional circumstances shall represent for the same and extension of time shall be granted only on the issue of an undertaking by the contractor that he will not put forth at a later date, claims for extra payments towards increased overheads, labor costs etc.

19 PENALTY FOR DELAYS IN COMPLETION:

- (i) **General:** The time for and the dates for completion of workshops/Training programs, mentioned in the order shall be deemed to be the essence of the contract.
- (ii) The date of return intimation of completion of works to the concerned APSECM/Principal will be taken as the date of completion.

a) **Penalties for delays in execution of the works with in completion period:** "In case of non-achievement of Targets of the scheduled works by the Contractors when compared with the **PERT charts** as accepted in the Kickoff meetings, whatever may be the reasons, the APSECM shall levy and collect the **liquidated damages @ 1% per month** of value of non-achieved targets fixed in the Kickoff meeting. However if the work is completed within the total scheduled completion period the damages amount recovered shall be released".

b) **Liquidated damages after overall completion period:**

"In case of delay in execution of the work beyond the overall completion period, whatever may be the reasons; the APSECM shall levy and collect the liquidated damages @ **0.5% per week** of the delay on the delayed value of the workshops/Training Programs. However, the sum of the penalties stated above are subject to a **maximum of 10% of the total value** of the contract. Once the maximum is reached, APSECM may consider termination of the contract.

The right of the APSECM to levy liquidated damages shall be without prejudice to its rights under the law including the right to get the balance works executed by other agencies at the risk and cost of the successful bidder. This is in addition to the right of the APSECM to recover any damages from the contractor and also blacklisting.

20. SIGNING OF THE AGREEMENT:

The selected bidder through Bid evaluation by APSECM is required to attend this office within '2 days from receipt of the L.O.I for entering into an agreement on a Non-judicial stamp paper worth R100/-.

21. TERMINATION OF CONTACT:

If it is found that the commencement/progress of workshops/Training Programs is not commensurate with the program of completion, APSECM will be entitled to terminate the contract in full by giving one- week notice.

22. JURISDICTION:

All and any disputes or differences arising out of or touching the order against this specification shall be decided only by the courts or Tribunals situated in Vijayawada city.

No suit or other legal proceedings shall be instituted elsewhere.

23. GST:

As applicable as on the date of release of payment, GST will be deducted from gross bills as per the Income GST Act.

24 DECLARATION OF THE BIDDER:

The Bidder has to submit the following declaration with regard to their tender:

We hereby submit that we understand all the terms & conditions mentioned in the Bid Document and we confirm for adherence of the same. It is also submitted that the information submitted is true and binding on us in all aspects.

25 PERFORMANCE BANK GUARANTEE:

- a) The successful bidder has to submit 10% of the value of Contract as Performance Bank guarantee which shall be un conditional, and shall be returned after one year of trouble free operation from the date of successful completion of workshops/Training Programs as per Schedule. The Performance Guarantee shall be in the form of Bank guarantee as per pro-forms in the tender document.
- b) Any breach of the terms and conditions of the contract, abnormal delays and unsatisfactory performance shall attract forfeiture of the amount of Performance Bank guarantee.
- c) If during the period of guarantee, the workshop performance is poor on account of bad workshops/Training Programs; such workshops/Training Programs shall be attending by the contractor at free of cost within reasonable time failing which the cost of the works incurred will be deducted from the next bills / bank guarantee/ demand draft.

26. TENDERFORMS:

TENDER is to be submitted in the following format along with the necessary documents as listed. The TENDER shall be liable for rejection in the absence of requisite supporting documents. TENDER should provide information against each of the applicable requirements. In absence of the same, the TENDER shall be liable for rejection.

TENDER Form 1: TENDER Letter Performa

To

Chief Executive Officer,

State Energy Conservation Mission, Vijayawada

Sub: Selection of Agencies empanelled 12 No's of Energy Auditing firms through notification for conducting workshops on Energy Conservation & Energy Efficiency activities within the AP state.

Sir,

The undersigned Bidders, having read and examined in detail all the TENDER documents in respect of appointment of a Bidder for Selection of Agencies empanelled 12 No's of Energy Auditing firms through notification for conducting workshops/Training Programs on Energy Conservation & Energy Efficiency activities within the AP state.

- APSECM has contemplated to conduct 16 numbers workshops covering municipal corporations in all the 13 districts of AP State under the funding assistance provided by BEE and coordination with the least coated agency among the empaneled 12 No's Energy Auditing firms through notification as specified in the scope of work.

Document forming part of EoI:

- Form 3: Prior Experience
- Form 4: Declaration Letter
- Form 5: Financial Bid
- We hereby declare that our bid is made in good faith and the information contained therein is true and correct to the best of our knowledge and belief.

Thanking you.

Yours faithfully (Signature of the Bidder)

Name: Designation:

Seal:

Date:

Place:

Business Address:

Witness:

Bidder:

Signature

Signature

27 EoI Form 3: Prior Experiences:

- i. Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for consulting services similar to the ones requested under this assignment. The Bidder should give information about minimum of three projects covering the area.

Name of Bidder/Firm:

Assignment/job name:

Nature of Assignment:

Description of Project

Approx. value of the contract (in

Rupees): Country:

Location within country:

Duration of Assignment/ job

(months): Name of Employer:

Address and contact details:

Total No of staff-months

of the Assignment/job:

Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):

Start date (month/year):

Completion date (month/

year): Name of associated

Bidders, if any: No of

professional staff- months

provided by associated

Bidders:

Name of senior professional staff of your firm involved and functions performed.

Description of actual

Assignment/job Provided by your staff within the Assignment/job:

Witness:

Bidder:

Signature

Signature

Name

Name:

Address

Designation:

Company/Firm:

Date

Date

28 EoI Form 4: Declaration Letter.

- i. [Declaration of sub-contractor including parent company is also needed if the relevant Memorandum of Understanding (MoU) is submitted] Declaration Letter on official letter head stating the following:
- ii. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract
- iii. We are not black-listed by any Central / State Government / Public Sector Undertaking in India

Witness:

Bidder:

Signature_____

Signature_____

Name_____

Name_____

Address_____

Designation_____

Company_____

Company_____

Date_____

Date_____

29. Tender Form 5: Tender Financial Bid

To
Chief Executive Officer,
State Energy
Conservation Mission,
Vijayawada.

Sub: Selection of Agencies empaneled 12 No's of Energy Auditing firms through notification for conducting workshops/Training Programs on Energy Conservation & Energy Efficiency activities within the AP state.

Sir,

The undersigned Bidders, having read and examined in detail all the TENDER documents in respect of appointment of a Bidder for Selection of Agencies empanelled 12 No's of Energy Auditing firms through notification for conducting workshops/training programs on Energy Conservation & Energy Efficiency activities within the AP state.

- APSECM has contemplated to conduct 16 numbers workshops covering municipal corporations in all the 13 districts of AP State under the funding assistance provided by BEE and coordination with the least coated agency among the empaneled 12 No's Energy Auditing firms through notification as specified in the scope of work do hereby express them.

interest to provide Consultancy Services as specified in the scope of work **Rs...../- (Rupees** The undersigned..... Bidder will charge only) a lump sum amount of (*INCLUSIVE* of applicable taxes), for the entire work as in the scope of work.

1.	Name Of The Bidder	
2.	Address of the Bidder Lump sum amount in words(inclusive of taxes) is Rs.	
3.	Lump sum amount in figures(inclusive of taxes)in Rs.	

In case of any difference of lump sum amount in figures and words, the amount in words will be considered

30.PROFORMA FOR PERFORMANCE BANKGUARANTEE

Bank Guarantee No.	
Bank Guarantee Amount Expiry Date	
Claim Amount	
Account	M/s.

THIS GUARANTEE AGREEMENT

executed at this _____ day of _ Two Thousand Twenty

BY:

_____ Bank, a body corporate constituted under Banking Corporation (Acquisition and Transfer of Undertakings) Act, 1970/1980, having its Registered Office/Head Office at _____ ,

and

a _____ Branch Office at _____ (Here in after refer dto as "the Guarantor",

Which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

ANDHRA PRADESH STATE ENERGY CONSERVATION MISSION (APSECM), STATE DESIGNATED AGENCY (SDA) first state of Andhra Pradesh under the provisions of Energy Conservation Act 2001 and having its registered office at APSECM, 2nd Floor, 33kv/11kv Indoor SS, Governor pet, Vijayawada (hereinafter referred to as "APSECM" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS APSECM pursuant to the Tender Documents, general terms and conditions of

Contract, the Agreement and the Purchase Orders (hereinafter collectively referred to as "the said documents", **the Bank has agreed to purchase from M/s**

and M/s..... **has agreed to supply to APSECM** certain items of

equipment(s), tools and machinery, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to

as **“the Equipment”**), subject to payment of the purchase price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS pursuant to the above arrangement, APSECM, has placed work Order

No. dated, for purchasing the Equipment and execution of work (here in after referred to as **“the work Order”**), with M/s.....(**Herein after referred to as “Supplier”**), which expression shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors), subject to the terms and conditions contained in the said documents and the Supplier has duly confirmed the same.

AND WHEREAS the Supplier has returned the duplicate of the Purchase Order duly signed in token of its unconditional, unqualified and absolute acceptance, vide its letter dated and has confirmed the performance/ execution of the Purchase Order and the said documents.

AND WHEREAS the said documents and the unconditional, unqualified and absolute acceptance by the Supplier are hereinafter collectively referred to as **“the Contract”**.

AND WHEREAS in terms of the Contract, the Supplier has agreed to procure an unconditional and irrevocable performance bank guarantee, in favour of APSECM, from a Bank acceptable to APSECM for securing. Towards faithful observance and performance by the Supplier of the terms, conditions, covenants, stipulations, provisions of the Contract.

AND WHEREAS at the request of the Supplier, the Guarantor has agreed to guarantee

The Bank, payment of the 10% of the Contract value amounting to

..... (*IN WORDS*) towards faithful observance and performance by the supplier of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to APSECM as follows:

The Guarantor hereby guarantees and undertakes to pay, on demand, to APSECM at its **office at Vijayawada with, theor any part thereof,**

as the case may be, as aforesaid due to APSECM from the Supplier, towards any loss, costs, damages, etc. suffered by APSECM on account of default of the Supplier in the observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the Supplier. Any such demand or claim made by APSECM, on the Guarantor shall be conclusive and binding notwithstanding any difference or any dispute between APSECM and the Supplier or any dispute between APSECM and the Supplier pending before any Court, Tribunal, Arbitrator, or any other authority.

- The Guarantor undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of APSECM and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by APSECM, in writing.
- APSECM shall be the sole judge to decide whether the Supplier has failed to perform the terms of the Contract for supply of Equipment by the Supplier to APSECM and on account of the said failure what amount has become payable by the Supplier to APSECM under this Guarantee. The decision of APSECM in this behalf shall be conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand APSECM to establish its claim under this Guarantee but shall pay the sums demanded without any objection, what so ever.
- To give effect to this Guarantee, APSECM may act as though the Guarantor was the principal debtor to APSECM.
- The liability of the Guarantor, under this Guarantee shall not be affected by_
- Any change in the constitution or winding up of the Supplier or any absorption, merger or amalgamation of the Supplier with any other Company, Corporation or concern; or
- Any change in the management of the Supplier or takeover of the management of the Supplier by the Government or by any other authority; or

Acquisition or nationalization of the Supplier and/or of any of its undertaking(s) pursuant to any law; or any change in the constitution of the Bank; or

any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or

The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of (IN WORDS) being the 10 %of

the Contract value.

This Guarantee will expire on _____ . Any demand or claim under
This Guarantee must be received by the _____ and if no such

Guarantor by _____

demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of APSECM under this Guarantee shall cease.

For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Vijayawada city where APSECM has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

The within named Guarantor,

By the hand of Shri. _____, its authorized official.

Note: -a) The Name and Designation of the Authorized officer(s) of the bank should be compulsorily mentioned.

b) A copy of the resolutions/power of attorneys authorizing the officer(s) for executing the aforesaid guarantee.