###### 

**ANDHRA PRADESH SOLAR POWER CORPORATION PVT LTD**

**(A J V COMPANY OF GOVT OF ANDHRA PRADESH AND GOVT OF INDIA)**

**KURNOOL ULTRA MEGA SOALR PARK (1000MW),**

**ANANTHAPURAMU ULTRA MEGA SOLAR PARK (1500 MW)**

**ANANTHAPURAMU-II ULTRA MEGA SOLAR PARK (500 MW)**

**&**

**KADAPA ULTRA MEGA SOLAR PARK (1000MW)**

**BIDDING DOCUMENTS**

**FOR THE WORK OF**

**Name of work:** APSPCL – Procurement of 33KV spares for 220/33KV pooling stations at Kurnool

, Anathapuramu, Anathapuramu-II & Kadapa Ultra Mega Solar Parks –Reg

**TWO PART BID**

**TENDER SPECIFICATION**

**NOTICE INVITING TENDERS (NIT)**

**Tender Notice No. APSPCL-e-E-28/2022-23/EE/Tech/APSPCL, Dt.06.07.2022**

|  |  |  |
| --- | --- | --- |
| ***INDEX*** | | |
| ***S.No.*** | ***Description*** | ***Page No.*** |
| 1. | Notice inviting Tender |  |
| 2. | Tender Form |  |
| 3. | Detailed Tender Notice |  |
| 4. | Tenderer’s and Contractor’s Certificate |  |
| 5. | Section –I (Supplemental Conditions to the Preliminary Specifications to the APSS) |  |
| 6. | Section-II (Site Conditions) |  |
| 7. | Section – III (Rules for Provision of Health and Sanitary arrangements to Workers) |  |
| 8. | Special Conditions of Contract |  |
| 9. | General Conditions of Contract |  |
| 10. | Section – IV (Technical Specifications) |  |
| 11. | Schedule – A – Bill of Quantities |  |
| 12. | Schedule-B- Issue rate of Materials |  |
| 13. | Schedule-C- Lead Statement |  |
| 14. | Schedule-D- List of Tender Drawings |  |
| 15. | Particulars of Tenderer |  |
| 16. | Proforma for Self Declaration |  |
| 17. | Proforma for Terms and Conditions (Annexure –I) |  |
| 18. | DEVIATIONS (Technical and Commercial) (Annexure-II) |  |
| 19. | Proforma of Guarantee For Equipment Performance (Annexure-III) |  |

**TENDER NOTICE**

**Tender Notice No. APSPCL-e-E-28 /2022-23/EE/Tech/APSPCL, Dt.06.07.2022**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | Department Name | Andhra Pradesh Solar Power Corporation Pvt Limited (A J V Company of Govt. of Andhra Pradesh And Govt. Of India) | |
| 2. | Circle/Division Name | Executive Engineer/Tech./APSPCL/Tadepalli, Guntur District-522501 | |
| 3. | Tender Notice No. | **APSPCL-e-E-28/2022-23/EE/Tech/APSPCL, Dt.06.07.2022** | |
| 4. | Name of Work | APSPCL- Procurement of 33KV spares for 220/33KV pooling stations at Kurnool, Anathapuramu, Anathapuramu-II & Kadapa Ultra Mega Solar Parks -Reg | |
| 5. | Estimated Contract Value (Approximately) | Rs.1,25,72,586**/-** (Rupees One Crore Twenty Five Lakhs Seventy Two Thousand Five Hundred Eighty Six Only) **(Excluding GST)** | |
| 6. | Period of Contract | **180** days | |
| 7. | Performance Bank Guarantee: | **24 months** | |
| 8. | Form of Contract | L.S | |
| 9. | Tender Type | Open tenders by reverse tendering process | |
| 10. | Tender Category | Supply of mandatory spares | |
| 11. | Transaction Fee Payable to MD/ APTS payable at Vijayawada (including GST) | Rs. 4,451 /- (Rupees Four Thousand Four Hundred and Fifty One Only) | |
| 12. | Bid Security (EMD @1% on ECV) | Rs.1,25,726/-(Rupees One Lakh Twenty Five Thousand Seven Hundred and Twenty Six Only) | |
| 13. | Bid Security Payable | By way of online payment through e-procurement portal. | |
| 14. | Processing Fee | Not Applicable | |
| 15. | Schedule Available Date & Time | 07.07.2022, 5:00 P.M. | |
| 16. | Schedule Closing Date & Time | 04.08.2022, 4:00 P.M. | |
| 17. | Bid Submission closing Date & time | 04.08.2022, 5:00 P.M. | |
| 18. | Bid Submission | Online | |
| 19. | Bid Validity | 180 days from the date of opening of the price bid. | |
| 20. | Pre Bid Meeting | Not Applicable | |
| 21. | Opening of PQ bid | 05.08.2022, 3:00 P.M | |
| 22. | Opening of Commercial Bid and e-Auction (Reverse Tendering) | 08.08.2022, from 11:00 A.M. (Onwards) | |
| 23. | Opening of Technical Bid | 09.08.2022, 11:00 A.M | |
| 24. | Eligibility Criteria | 1. Registration:.   1. The firm should have valid registration from Registrar of Firms or Register of Companies. 2. Registration under process is not acceptable.   **2. Experience:**  iii) The bidders should have supplied the equipment/spares to the 220/33KV level Substations at the State/Central Govt. or any State/ Central PSU for a value not less than 50% of the estimated value (i.e. **62.86 Lakhs)** in any one year during the last five financial years.  iv) The firm shall furnish solvency certificate for a value not less than 50% of the estimated contract value (i.e.**Rs. 62.86 Lakhs).** The Solvency Certificate shall not be older than 12 months and shall be issued by any nationalized / scheduled banks.  v) Annual turnover certificate for a minimum value of three times the ECV value (i.e., **Rs.3.77 Crore’s)** during the last three preceding financial years put together.  **The Bids will be opened only for the bidders who have uploaded valid experience certificates.**  (v) No weightage will be given to previous experience | |
| 24. |  | 3. General:  *Responsibility for correctness of the information submitted in the online bid lies with the bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED.* | |
| 25. | Place of Opening of Tenders | In the chambers of Superintending Engineer/Tech/ APSPCL, Tadepalli, Guntur District -522 501. | |
| 26. | Officer Inviting Bids | Executive Engineer/Tech/ APSPCL, Tadepalli, Guntur District, A.P. – 522 501. | |
| 27. | Address | Executive Engineer/Tech/APSPCL, Flat No. 401, 4th Floor, Garuda Enclave, Beside T.G. Plaza, Tadepalli, Guntur District, A.P. – 522 501. E-Mail: [md.apspcl@gmail.com](mailto:md.apspcl@gmail.com) | |
| 28. | Contact Details | Executive Engineer/Tech/APSPCL, Flat No. 401, 4th Floor, Garuda Enclave, Beside T.G. Plaza, Tadepalli, Guntur District, A.P. – 522 501.Phone numbers: 08645-274041, E-Mail: [md.apspcl@gmail.com](mailto:md.apspcl@gmail.com) | |
| 29. | Procedure for bid submission | a) The tender should be in the prescribed forms which can be obtained from ‘e’ procurement platform from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enroll themselves on the ‘e’ procurement market-place [www.apeprocurement.gov.in](http://www.apeprocurement.gov.in) Those contractors who register themselves in the ‘e’ procurement market place can download the tender schedules at free of cost. The bidders shall authenticate the bid with his digital certificate for submitting the bid electronically on ‘e’ procurement platform **and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform** following the G.O.Ms.No.6, I.T&C Department, dated. 28-02-05. | |
|  |  | b) Intending bidders can contact office of the Executive Engineer/ Technical/APSPCL/ Tadepalli, Guntur District –522 501for any clarification/information on any working day during working hours  c) The bidders who are desirous of participating in e-procurement shall submit their bids etc., in the standard formats prescribed in the tender documents, displayed at “e” market place. The bidders should invariably upload the statement showing the list of documents etc., in the “e” market place in support of their Technical bids. The bidder should upload scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity   1. Technical bid evaluation of the bidders would be done on the certificates/ documents furnished by the bidder against qualification criteria. 2. The bidders shall invariably upload the scanned copy of receipt of online money transfer through RTGS/NEFT. The successful bidder shall furnish the original of the same either personally or through courier or by post within the stipulated time specified by the purchaser   The bidder shall invariably upload the following   1. Documentary evidence to establish the quantity supplied so far such as invoices , DCs, GST documents 2. Performance reports to meet the QR-performance 3. Documents in respect of financial turnover of last five years. 4. Type test reports 5. Guaranteed technical Particulars, drawings etc   The bidder shall furnish the declaration that:   1. They have not been black listed in any department in A.P. due to any reasons. 2. They will agree to get disqualified themselves for any wrong declaration in respect of the above and get their Bid summarily rejected.   The soft copies uploaded by them are genuine. Any incorrectness/deviations noticed will be viewed seriously and apart from canceling the work duly forfeiting the Bid security, criminal action will be initiated including suspension of business and/ or black listing. | |
| 30 | Procedure for Online Reverse Auction | **1. Reverse Tendering Process:**  The following reverse tendering procedure will be followed as per G.O. MS.No: 67, WR(Reforms), Dept., Dt: 16.08.2019.   1. All bidders shall self-declare their details under each technical and financial criterion on the e-procurement platform along with an undertaking confirming their compliance with the technical and financial criterion prescribed in the bid document and upload the same in the e-procurement website. 2. All bidders shall submit supporting documents for their submittals under each technical and financial criterion. In case of documents found to be defective, incorrect or forged and therefore claim of qualification is not supported, severe action including forfeiture of EMD shall be taken. 3. The Price bids of the qualified bidders shall be opened and the lowest quoted price bid among the qualified bidders in the tender process shall be determined. 4. To conduct the reverse tender process at least two bidders would be required. 5. If the number of bidders participated in initial tendering are more than five (05), 60% of the bidders participated in initial tendering (counting from the bidder who has quoted lowest initial price offer) or five(05) whichever is more will be allowed for reverse tendering. If the number of bidders participated are equal or less than five (05), all bidders will be allowed to participate in the reverse tendering. 6. The L1 Price Offer (Initial) shall be the maximum allowable Bid price for the reverse tendering process. 7. Only one round of reverse tendering shall be carried out in which bidders can revise their bids multiple times within the time limits specified. 8. At the start of the Reverse Tendering process the Maximum Allowable Bid Price will be set and bidders shall submit their bids in an online platform. 9. Names of the bidders / vendors shall be anonymously masked in the Reverse Tendering process and vendors will be given suitable dummy names. 10. The initial period of the Reverse tendering process will start after 3 hours, following which there will be auto extensions of time by 15 minutes in case of any reduction in bids recorded in the prior 15 minutes. 11. Only the current L1 bid shall be visible to all bidders who may revise their bids until the end of the process. 12. Decrements made in each subsequent bid shall not be less than 0.5% of the IBM/ECV uploaded. 13. The L1 bid may be determined following a period of inactivity of more than 15 minutes of reverse bidding after the initial 3 hour period after closure of the main bidding. 14. Following the determination of the L1 bid, the L1 bidder’s supporting documents under each technical and commercial criterion shall be verified. The reverse tendering process shall be on hold for a maximum period of 24 hours (1 day) while the L1 bidder’s supporting documents are verified. 15. Upon successful verification of the L1 bidder’s supporting documents, the reverse tendering process shall be closed declaring the L1 bidder as “successful bidder” and the remaining bidders in the process shall be notified as “unsuccessful” and their respective EMDs shall be refunded. 16. In case there are discrepancies between the L1 bidder’s declarations under the technical and financial criteria and the supporting documents submitted, the L1 bidder shall be disqualified, his EMD shall be forfeited, he will be removed from the reverse tendering process and the remaining bidders shall be notified of the date and time when the reverse tendering process shall be resumed. 17. The reverse tendering process shall be resumed with the L2 price as the Maximum Allowable Bid Price. 18. Only 15 minutes shall be initially allowed for the remaining bidders to revise their bids, subject to automatic extensions of 15 minutes in case of any reduction in bids recorded in the prior 15 minutes. 19. The reverse tendering process shall continue until the determination of a successful bidder. |
| 31. | Statutory Requirements | The tenderer shall fulfill the following statutory requirements.  **a) GST**  The tenderer should have registration under GST in the state of Andhra Pradesh from concerned department. The rates are exclusive of GST. Applicable GST as on date will be allowed against submission of GST invoice. |
| 32. | Other Payments to be made | Apart from the Bid Security (EMD) the tenderer shall be liable to pay the following amounts:  **a)Transaction Fee**: The participating bidders have to pay transaction fee of 0.030% (subjected to a maximum of Rs. 10,000.00) on estimated contract value of work with GST @ 18% i.e., Rs. 4,451 /- (Rupees Four Thousand Four Hundred and Fifty One Only) in favour of MD/ APTS payable at Vijayawada at the time of bid submission electronically.  **b) Corpus Fund:** Successful bidder has to pay Corpus fund **Rs. 5,029/-** @ 0.04% (subjected to a maximum of Rs. 10,000.00 for works with ECV/QV up to Rs 50.00 Crores and Rs 25,000.00 for works with ECV/QV more than Rs 50.00 crores) through online payment in e-procurement platform in favour of Managing Director, APTS, Vijayawada towards corpus fund at the time of concluding agreement. |
| 33. | Documents to be submitted to the Tender inviting authority. | All the bidders shall invariably upload the scanned copies of the following documents on e-procurement system   1. Online payment for EMD amount - This will be the primary requirement to consider the bid responsive – Mandatory. 2. Performa of Self-Declaration ­– Mandatory. 3. Company registration certificates – Mandatory. 4. Certificates in support of experience in executing the supply of equipment/spares to the 220kV/33kV level substations at State/Central Govt. or any State/ Central PSU for value not less than 50% of the estimated contract value **(i.e., Rs. 62.86 Lakhs)** in any one year during the last five financial years. – Mandatory. 5. The firm shall furnish solvency certificate for a value not less than 50% of the estimated contract value (**i.e.,** **Rs.62.86 Lakhs)**. The Solvency Certificate shall not be older than 12 months and shall be issued by any nationalized and scheduled banks. – Mandatory. 6. Annual turnover certificate for a minimum value of three times the estimated contract value (i.e., **Rs 3.77 Crores)** during the last three preceding financial years put together. – Mandatory. 7. Other Documents to be uploaded:   1) Latest income tax returns.  2) Registration copies of GST.  Note:  1) The tenderer is liable to be disqualified, if he is found to have mislead or furnished false information in the forms / Statements / Certificates submitted in proof of qualification requirements and record of performance such as abandoning of work, not properly completing of earlier contracts, inordinate delay in completion of works, litigation history, financial failures and or participated in the previous tendering for the same work and has quoted unreasonable high price etc.  2) Even while executing the work, if found that the contractor had produced false/fake certificates, he will be black listed and the contract will be terminated and his Bid security will be forfeited and work will be carried out through other agency at his cost and risk. |
| 34 | Other relevant information | 1. APSPCL reserves the right to reject any or all the tenders without assigning any reasons thereof. 2. APSPCL reserves the right to amend or modify the tender and its conditions on or before 03.08.2022, 4.00 P.M. (The details will be updated in APSPCL web site) 3. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable. 4. The contractors have to upload the information preferably   in Zip format.   1. The contractors should upload the documents duly signing   each and every paper.  For all clarifications & guidance, the bidders may contact the Executive Engineer/ Technical/APSPCL/ Tadepalli, Guntur District –522 501, PhoneNumber:08645-274041, [md.apspcl@gmail.com](mailto:md.apspcl@gmail.com) |

**SD/-XXX**

### Executive Engineer/Technical

To

The Bidders through Notice Board/web publication.

**Copy to the:**

1. Notice Board.

2) The Executive Engineer / Tech / APSPCL / Tadepalli

3) The Dy.CCA / APSPCL / Tadepalli for information.

4) The Dy.Executive Engineer / Elect / KUMSP for information.

5) The Dy.Executive Engineer / Elect / AUMSP-I for information

6) The Dy.Executive Engineer / Elect / AUMSP-II for information

**\*\*Note:**

1. **All the bidders shall inspect the respective equipment in 220/33kV Pooling Stations and associated transmission lines in the APSPCL solar parks in full shape before quoting the e-tender.**
2. **All the rates are excluding GST only.**

### 

**TENDER FORM**

**To**

**The Chief Executive Officer,**

**APSPCL, Tadepalli**

**Guntur** – **522 501**

Sir,

I/We do hereby tender and, if this tender be accepted undertake to execute the work **of “APSPCL –**

Procurement of 33KV spares for 220/33KV pooling stations at Kurnool Ultra Mega Solar Park, Anathapuramu, Anathapuramu-II & Kadapa Ultra Mega Solar Park A.P.**"** as shown in the drawings and as described in the specifications deposited in the office of the Executive Engineer/Tech/ APSPCL, Tadepalli, Guntur District, A.P. – 522 501with such variations by way of, alterations or additions to, and omissions from the said supply and method of payment as are provided for in the “Conditions of Contract” at the estimated contract value (ECV) PLUS (or) MINUS % or such other sum as may be arrived at under the clause of the standard preliminary specification relating to “Payment on lump sum basis or final measurements at unit prices”.

I/We agree to execute the work when the lump sum payment under the terms of agreement is varied by payment on measurement quantities.

I/We agree to keep the offer in this tender valid for a period of 180 days from the date of opening of tender and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason whatsoever, within the validity period, the earnest money deposited by me/us will be forfeited to APSPCL.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender, I/We have carefully followed the instructions in the tender notice and have read the APSS and the Preliminary specifications therein and the APSS Addenda volume; and that I/We have made such examination of the contract documents and of the plan, specifications and quantities, and of the locations where the said work is to be done, and such investigation of the work required to be done, and in regard to the materials required to be furnished so as to enable me/us to thoroughly understand the intention of the same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree thatI/We will not hereafter make any claim or demand upon the APSPCL based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, agreements, stipulations restrictions and conditions.

If my/our tender is accepted, the earnest money shall be retained by the APSPCL as security for the due fulfillment of this contract. If upon written intimation to me/us by the Executive Engineer/Tech/APSPCL/Tadepalli, Guntur District, I/We fail to attend the said office before the end of the period specified on such intimation the tender will not be considered and if, upon intimation being given to me/us by the Executive Engineer/Tech/APSPCL/Tadepalli, Guntur District of acceptance of my/our tender, I/We fail to make the additional security deposit or to enter into the required agreement as defined **in clause 5 of the detailed tender conditions**, then I/We agree to the forfeiture of the Earnest money; Any notice required to be served on me/us here under shall be sufficiently served on me/us personally or forwarded to me/us by post (registered or ordinary) or left at my/our address given herein. Such notice if sent by post be deemed to have been served on me/us at the time when in due course of post, it would have been delivered at the address to which it was sent.

I/We fully understand that the written agreement to be entered into between me/us and the APSPCL shall be the foundation of the rights of both of the parties and the contract shall not be deemed to be completed until the agreement has first been signed by me/us and then by proper officer authorized to enter into contracts on behalf of APSPCL.

The APSPCL directs that in the case of both Lump sum and K2 contract of Rs.50,000 and above in value, the contractor irrespective of his class shall be required to employ the personnel on the concerned works at his own cost whether technical skill is required or not.

The appointment of staff shall be on full time basis and they shall be available at the work site whenever required by the Engineer-in-charge to take instructions. The contractor shall deploy required technical personal in addition to the above as per actual needs and as directed by the Engineer-in-charge.

I/ We have accepted the rate of progress i.e., the construction programme for the work as envisaged in this tender specification.

Signature of Contractor

With Rubber Seal

**DETAILED TENDER NOTICE**

Tenders in Two part for **–** APSPCL – Procurement of 33KV spares for 220/33KV pooling stations at

Kurnool Ultra Mega Solar Park, Anathapuramu, Anathapuramu-II & Kadapa Ultra Mega Solar Park -

,A.P.**".**Should be in the prescribed form which can be obtained from ‘e’ procurement platform from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enroll themselves on the ‘e’ procurement market-place [www.apeprocurement.gov.in](http://www.apeprocurement.gov.in). Those contractors who register themselves in the ‘e’ procurement market place can download the tender schedules free of cost. The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e- procurement platform **and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform** following the G.O.Ms.No.6, I.T&C Department, dated. 28.02.2005.

The intending bidders can download tender specification and submit their tenders online at e-procurement market place viz., [www.apeprocurement.gov.in](http://www.apeprocurement.gov.in). **The tender forms can be downloaded up to 4:00PM on 04.08.2022. Bids can be submitted up to 5.00 PM on 04.08.2022 as per NIT.**

The bids will be opened through e-procurement platform by the ***Executive Engineer/Tech/ APSPCL, Tadepalli, Guntur District, A.P. – 522 501* on 05.08.2022 from 3.00 P.M onwards as per NIT** in his chambers at the address Flat No. 401, 4th Floor, Garuda Enclave, Beside T.G. Plaza, Tadepalli, Guntur District, A.P. – 522 501.. If the tender opening day happens to be a holiday the tenders will be opened at the same timings mentioned above on the next working day. The tenderers or their authorized agents are expected to be present at the time of opening of tenders.

Intending bidders can contact office of the *Executive Engineer/Tech/APSPCL* for any clarification/ information on any working day during working hours

The bidders who are desirous of participating in e- procurement shall submit their Technical bid/Price bid etc., in the standard formats prescribed in the tender documents, displayed at “e” market place. The bidders should invariably upload the statement showing the list of documents etc., in the “e” market place in support of their Technical bids. The bidder should load scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. **Responsibility for correctness of the information submitted in the online bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED.**

The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-Procurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-Procurement platform.

The Department shall carry out the technical bid evaluation solely based on the uploaded documents, proof of online payment through e-procurement portal towards EMD in the e-procurement system and open the price bids of the responsive bidders.

The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, Online payment receipt towards EMD prior to issue of LOI.

The successful bidder shall invariably furnish the payment receipt of on-line payment towards EMD, Certificates documents of the uploaded scanned copies to the Tender Inviting Authority before issue of LOI either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt certificates/documents from successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuinity of the certificates documents uploaded by the bidder in e-procurement system in support of the qualification criteria before issue of LOI.

If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, Online Payment 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.

The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme of the deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.

1. The bidder shall fulfill the following statutory requirements.
   1. **Income tax Clearance Certificate:**

**The contractor shall furnish their copy of permanent Account Number (PAN) card and copy of latest income tax returns submitted along with the proof of receipt.**

* 1. **Labour Rules and Regulations:**

**The contractor shall comply with all statutory labour rules and regulations for EPF, GIS/ESI, Labourcess, Contract labour rules, Workmen compensation etc., as may be applicable.**

* 1. **Goods and Services Tax:**

The tenderer should have registration under GST in the state of Andhra Pradesh from concerned department for payment of bills.

1. All the bidders shall invariably upload the scanned copies of the following documents on e-procurement system.
2. Online payment for EMD amount - This will be the primary requirement to consider the bid responsive – Mandatory.
3. Company registration certificates – Mandatory.
4. Experience certificates in support of experience in executing supply of equipment/spares to 220kV/33KV level substations for value not less than 50% of the estimated contract value for value not less than 50% of the estimated contract value **(i.e., Rs. 62.86 Lakhs)** in any one year during the last five financial years. – Mandatory.
5. The firm shall furnish solvency certificate for a value not less than 50% of the estimated contract value (i.e., **Rs.62.86 Lakhs).** The Solvency Certificate shall not be older than 12 months and shall be issued by any nationalized and scheduled banks.
6. Annual turnover certificate for a minimum value of three times the estimated contract value (i.e., Rs.**3.77 Crore’s)** during the last three preceding financial years put together. Other Documents to be uploaded:
7. Latest income tax returns.
8. Registration copies of GST& Copy of PAN.

Bid evaluation of the tenders would be done based on the certificates/ documents uploaded towards qualification criteria furnished by him/them.

In case of proprietary or partnership firm, it will be necessary to produce the certificates afore mentioned for the proprietor or proprietors and for each of the partners, as the case may be.

1. **Earnest Money Deposit:**

Each bidder must pay Bid Security i.e., Earnest Money Deposit Rs.1,25,726/-(Rupees One Lakh Twenty Five Thousand Seven Hundred Twenty Six Only),When a tender is to be accepted, the tenderer whose tender is under consideration shall attend the office of the Executive Engineer/Tech/ APSPCL, the end of the period specified by written intimation to him. If the tenderer fails to attend the office before the end of the period specified, his tender will not be considered. He shall forthwith upon intimation being given to him by the Executive Engineer/Tech/APSPCL/Tadepalli, Guntur District of acceptance of his tender, attend the office of the Executive Engineer/Tech/APSPCL/Tadepalli, Guntur District and sign an agreement in the proper departmental form for the due fulfillment of the contract. The contractor is bound by the specifications of APSS.

* 1. An amount of 5% of the value of contract shall be paid by the successful tenderer as security deposit/Performance guarantee by way of Bank Guarantee from Nationalized Bank / Scheduled Bank approved by APSPCL as per proforma appended at the time of entering into the agreement. The above security deposit shall be furnished within fifteen (15) days from date of receipt of award.

**The Security deposit / Performance Guarantee will be released after 24 months from the date of completion of work. This amount will not bear any interest.**

* 1. Failure to enter into the required agreement or to make the security deposit as defined in the above paragraphs shall entail forfeiture of the earnest money deposit. The written agreement to be entered into between the contractor and the APSPCL shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contracts on behalf of APSPCL.
  2. The work shall be commenced from the dates specified by APSPCL, otherwise EMD will be forfeited.

**If the successful tenderer fails to sign the agreement or otherwise commit default, the APSPCL shall have the right to recover damages according to law apart from forfeiting the earnest money deposit**.

1. The tenderer shall examine closely the APSS and also the standard preliminary specifications contained therein, and sign the divisional office copy of the APSS and its addenda volume in token of such study before submitting his tender offer. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer. The APSS and other documents connected with the contract such as specifications, plans, descriptive specification sheet regarding materials etc., can be seen at any time between 11.00 A.M. and 5.00 P.M. on all working days in the office of the Executive Engineer/Tech/ APSPCL, Tadepalli, Guntur District, A.P. – 522 501
2. The tenderer's attention is directed to the requirements for materials under the clause 'Materials and Workmanship' in the 'Preliminary Specifications'. 'Materials conforming to the ISS' shall be used on the work, and the tenderer shall quote his percentage accordingly.
3. Every tenderer is expected, before quoting his **percentage less/excess on ECV value on the estimated rates**, to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries etc., where from certain materials are to be obtained are given in the descriptive specification sheet or **Schedule ‘C’**. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case, the materials must comply with relevant standard specification. Samples of materials as called for in the standard specifications or in these tender conditions, or as required by the Executive Engineer /Engineer-in-charge, in any case shall be submitted for the Executive Engineer / Engineer-in-charge’s approval before the supply to site of work is begun. If the contractor, after examination of the source of materials defined in the descriptive specification sheet is of opinion that materials complying with the standard specifications of the contract cannot be obtained in quality or sufficient quantity from the source defined in the descriptive specification sheet, he shall so state clearly in his tender that where from he intends to obtain materials subject to the approval of the officer authorized by the APSPCL.

If further any information is required, the Engineer-in-charge or the **Executive Engineer/ Tech/ APSPCL / Guntur** will furnish such information.

The APSPCL will not, however, after acceptance of a contract rate, pay any extra charge for lead or for any other reason, in case the contractor found later on to have misjudged the materials availability. Attention of the tenderer is directed to the standard preliminary specifications regarding payment of seignorage, tolls etc.

1. The tenderer's particular attention is drawn to the sections and clauses in the standard preliminary specifications dealing with:

1) Test, inspection and rejection of defective materials and work;

2) Carriage;

3) Construction Plant;

4) Clearing up during progress and for delivery;

5) Accidents;

6) Delays;

7) Particulars of payment.

The contractor should closely peruse all the specifications, clauses which govern the percentage which he is tendering.

1. A bill of quantities accompanies this tender schedule. It shall be definitely understood that APSPCL does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alterations/omissions, deductions or additions at the discretion of the Executive Engineer / Engineer-in-charge or as set forth in the conditions of contract. The tenderer will, however, base his lump sum tender on this schedule of quantities. The estimated rates by the Department for each item are furnished in the schedule.

**The bidder has to furnish his overall percentage either ‘+’ or ‘-’ i.e., excess or less on ECV Value. The bidder need not indicate individual item rates for each and every item listed in Schedule.**

1. No alteration which is made by the tenderer in the contract form, the conditions of contract, drawings, specifications or quantities accompanying the tender will be recognized and if any alterations are made, the tender will be considered void.
2. The tenderer should work out his own overall percentage either ‘+’ or ‘-’ i.e., excess or less on ECV value.
3. **Price Variation: No price variation will be allowed for materials/equipment. The excess or less percentage over the Estimated contract value (ECV) quoted by the contractor shall be firm and binding upon the contractor till the work is completed. The quoted percentage less/excess on ECV value shall be binding on the tenderer even for award of part work.**
4. **Period of contract: 180 days**
5. **Program of work**

The attention of the tenderer is directed to the contract requirements as to the time of beginning the work, the rate of progress and the dates for the completion of the whole work and its several parts.

The program of work to be done from time to time is indicated below. However, the Executive Engineer / Engineer-in-charge of the work will decide the priority of various items of work and their location and direct the successful tenderer for execution so as to complete the entire work as required.

**The date of commencement of this work will be the date of issue of LOI/Purchase order.**

Further, it shall also be noted by the tenderer, if on any account, the work gets dislocated due to the site being not available for work on any day or due to any other reason, it is not binding on the APSPCL to pay any compensation to the contractor, but the corresponding extension of time will be granted to the contractor.

The construction program for the works envisaged in the specification is indicated below:

| **S.No.** | **Period after**  **date of commencement** | **Cumulative Percentage of the work to be completed based on contract amount** | **Remarks** |
| --- | --- | --- | --- |
| **(1)** | **(2)** | **(3)** | **(4)** |
| 1. | 180 days | Procurement of 33Kv spares for 220/33Kv Pooling substation at AUMSP, AUMSP-II, KUMSO and Kadapa UMSP . |  |

The periods entered in column (3) for the purpose of defining the rate of progress may be altered by the Executive Engineer / Engineer-in-charge or appropriate authority authorized by APSPCL to suit the requirements of project completion.

If, due to any other reason beyond the control of the contractor, the progress is slow during any period indicated above, the same shall be made up in subsequent periods and the program shall be complied within minimum possible time.

The Executive Engineer / Engineer-in-charge shall direct the sequence and pace of the parts of the work and the contractor shall comply with them. Payment will be effected as per actual work completed and based on the approved mode of payment.

1. ***Penalty: Action as per clause 60 and 61 of PS to APSS will be taken by the Executive Engineer / Engineer-in-charge if the contractor fails to adhere to the above program of work.***

***In the event of any delay in completion of work beyond the stipulated date of completion, due to what so ever reasons, the Corporation reserves the right to recover from the supplier a sum equivalent to 0.5% of the value of the delayed materials / work for each week of delay and part thereof subject to a maximum of 5% of the total value of order.***

1. No part of the contract shall be sublet without written permission of the tender approval authority nor shall transfer be made by the power of attorney authorizing others to receive payment on the contractor's behalf. However, the contractor can sublet up to a maximum of 50% of contract value with the prior approval from **Executive Engineer/Tech/APSPCL**.
2. The **Executive Engineer/Tech/APSPCL** or other sanctioning authority reserves the right to reject any tender in full or part or all the tenders without assigning any reason there for. The quoted percentage shall be binding on the tenderer even if the **Executive Engineer/Tech/APSPCL** awards part of the work.
3. Preference in the selection from among the tenderers will be given, other things being equal, to those who are themselves professionally qualified or who undertake to employ qualified men at their cost to look after the work, who have got experience in similar works and enough equipment. The tenderer should therefore state in clear terms whether they are professionally qualified or whether they undertake to employ technical staff and if so, to give their professional qualifications or of the staff to be employed and their experience etc. In case the selected tenderer is one who has undertaken to employ technical staff under him, he should see that one of the staff is always at site of the work during working hours, personally checking all items of work and paying extra attention to such works as may demand special attention.
4. A tenderer submitting a quotation which the tender accepting authority considers excessive and/or indicative of the insufficient knowledge of current prices or definite attempt at profiteering will render himself liable to be debarred permanently from tendering or for such periods as the tender accepting authority may decide. The tender percentage should be based on the controlled price for material, if any, fixed by the Government or the reasonable price permissible for the tenderer to charge a private purchaser under the provisions of clause 8 of Hoarding and Profiteering Prevention Ordinance, 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.
5. The form of contract will be lump sum.
6. The tender shall be valid for acceptance for a period of not less than 180 days from the date of opening the tenders. Tenders with validity of less than 180 days liable to be rejected.
7. The contract is liable for cancellation if either the contractor himself or any of his employee is found to be a Gazetted officer of the Government or APGENCO/APSPCL, who retired from service and had not obtained the permission from the Government or APGENCO/APSPCL for accepting the contract or employment within a period of 2 years from the date of his retirement.
8. The contractor will at all times duly observe the provisions of employment of Children Act XXVI of 1938 and any re‑enactment or modification of the same and will not employ or permit any persons to do any work for the purpose or under the provisions of the said act. The Contractor shall agree to indemnify the APSPCL from and against all claims/penalties which may be suffered by the APSPCL or any person employed by the Department by reason of any default on the part of the Contractor in the observance and performance of the provisions of the Employment of Children Act, XXVI of 1938, or any re‑enactment or modification of the same.
9. Preliminary specifications of APSS except clause 73 shall apply to all agreements entered by the contractor with APSPCL and shall form an inseparable condition of the contract. The tenderer is expected to examine closely the relevant specifications of the APSS and the special specifications and ISS before submitting his tender offer.
10. The successful bidder shall invariably furnish the original EMD proof, Certificates/documents of the uploaded scanned copies to the Tender Inviting Authority before issue of LOI either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of original EMDproof , certificates/ documents, from successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuinity of the EMD proof and all other certificates documents uploaded by the bidder in e-procurement system in support of the qualification criteria before issue of LOI.
11. All correspondence after opening of the tender shall be made with the Executive Engineer/Tech/ APSPCL, Flat No. 401, 4th Floor, Garuda Enclave, Beside T.G. Plaza, Tadepalli, Guntur District, A.P. – 522 501.

**TENDERER'S AND CONTRACTOR'S CERTIFICATE**

a) We expressly state that we will be bound by the conditions of PS to APSS and that the contract shall be deemed to be concluded on the receipt of letter of acceptance. If thereafter we do not sign the contract or otherwise commit default, the APSPCL will be at liberty to forfeit the earnest money and recover damages in accordance with law.

b) We hereby declare that we have perused in detail and examined closely in the APSS all clauses of preliminary specifications and have either examined all the standard specifications for items for which we tender, before we submit such tender and we agree to be bound by and comply with all such specifications for all agreements which we shall execute in the APSPCL**.** We have signed here below in acknowledgement thereof.

c) We certify that we have inspected the location of the proposed work before quoting our percentage, we have also inspected the source of materials and network of roads and satisfied ourselves about the quality, availability and transport facilities for required materials through the net work of available roads and path‑ways, required for the work and verified the correctness of the leads statement.

d) We are prepared to furnish detailed data in support of all our quoted percentage, when called upon to do so without any reservations.

**Signature of Tenderer/contractor**

Name :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date :\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Seal of Company**

**SECTION ‑ I**

**SUPPLEMENTAL CONDITIONS TO THE PRELIMINARY SPECIFICATIONS TO THE APSS**

The following conditions shall also be followed in addition to those mentioned in P.S. to the A.P.S.S.

1. **FUNCTIONING OF THE CONTRACT**

The contractor shall carryout all directions and orders issued by the Executive Engineer / Engineer–in–charge connected with the work and shall communicate with him regarding all matters pertaining to the contract.

1. **CONTRACT INCLUDES ALL NECESSARY OPERATIONS**

The contractor is to include the whole of works whether permanent or temporary which are described in or implied by the contract documents, which may be inferred to be obviously necessary for the efficiency, stability and completion of the permanent works, also the performance of all other operations and the supplying of all materials and things described in or implied by the contract documents which may be deemed desirable or required for the completion in all respects of the above works to the entire satisfaction of the Executive Engineer / Engineer–in–charge and all such matters shall be deemed to be included in the contract.

Works shown in the drawings and not mentioned in the specifications or described in the specifications without being shown in the drawings shall nevertheless be held to be included in this contract, in the same manner as if they had been expressly shown in the drawings and described in the specifications also.

1. **OTHER CONTRACTS FOR THE WORK:**

Should the APSPCL enter into other contracts for specified items of the corporate work, each contractor shall co‑operate with others to the fullest extent and shall allow each other every facility and co‑ordination for execution of their works simultaneously and satisfactorily as intended in the designs, specifications and drawings. Should there be dispute or disagreement between the contractors for any cause whatsoever, the same shall be referred to the Executive Engineer / Engineer–in–charge whose decision regarding the co‑ordination, co‑operation, and facilities to be provided by any of the contractors to the others shall be final and binding on all parties and such a decision shall not vitiate any contract nor absolve the contractor of his responsibilities under the contract.

1. **PROTECTION OF WORKS**

The contractor shall during the progress of work properly cover up and protect the work and plant and materials placed at his disposal or acquired for him by the APSPCL, from injury by exposure to the weather and shall take every responsible, proper and timely precautions against accident or injury to the same from any cause and shall be and remain answerable and deemed liable for all accidents or injuries thereto until the same be or deemed to be taken over by the APSPCL, such damages or injuries, which may arise or occasioned by the acts or omissions of the contractor or his workmen or sub‑contractors and all losses and damages to the works or such plant and materials arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the satisfaction of the Executive Engineer / Engineer – in – charge.

If the Executive Engineer considers that the work or materials or plant advanced by the APSPCL is not sufficiently protected by the contractor he shall be entitled to arrange for such protection at his discretion and recover the cost thereof from the contractor.

1. **PATENT RIGHT**

In the event of any claim or demand being made or action being brought against the APSPCL for infringement of letter of patent, registration or design or trade mark in respect of any machine, plant, materials or a method of using or working by the APSPCL of such machine, plant, materials or things belonging to the contractor, he shall indemnify the APSPCL against all costs and expenses arising from or incurred by reason of any such claim provided that the APSPCL shall notify the contractor immediately after any claim is made, and that the contractor shall be at liberty, if he so desires with the assistance of the APSPCL if required but at the contractor's expense, to conduct all negotiation for the settlement of the same or any litigation that may arise there from and provided that no such machine, plant, materials or things shall be used by the APSPCL for any purpose or any manner other than that for which they have been supplied by the contractor and specified under this contract.

1. **PROGRESS SCHEDULE**
2. The contractor shall furnish weeklyprogrammer schedule in quadruplicate including the date of start, the weekly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating the date of procurement and setting of materials, plant and machinery.

The schedules shall be practicable of achievement towards completion of the whole work in the time limit and in keeping with the rate of progress specified in the tender notice and shall have the approval of the Executive Engineer / Engineer–in-Charge. Further dates for the progress schedule shall be kept up to date. In case it is found subsequently necessary to alter this schedule, the contractor shall submit in good time a revised schedule incorporating the necessary modifications proposed and get the same approved by the Executive Engineer / Engineer–in-Charge. No revised schedule shall be operative without such acceptance in writing.

1. The Executive Engineer / Engineer–in-Charge shall have at all times the right, without any way vitiating this contract or forming grounds for any claim, to alter the order of the works or any part thereof and the contractor shall after receiving such directions, proceed in the order directed. The contractor shall also revise the progress schedules accordingly and submit four copies of the revised schedule to the Executive Engineer / Engineer–in-Charge within 7 days of the Executive Engineer / Engineer–in-Charge’s direction to alter the order of work.
2. The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary, to maintain the progress on the work as per the approved progress schedule. The working and shift hours shall comply with all APSPCL regulations in force.
3. **SPEED OF WORKS**

The contractor shall at all times maintain the speed of works to conform to the latest operative progress schedule but the Executive Engineer / Engineer–in-Charge may at any time in writing direct the contractor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever and the contractor shall comply with such orders of the Executive Engineer / Engineer–in-Charge. The compliance of such order shall not entitle the contractor to any claim or compensation. Such order of the Executive Engineer / Engineer–in-Charge for slowing down the work will, however, be duly taken into account while granting extension of time that may be requested by the contractor.

1. **EXTRA ITEMS**

The contractor shall submit in writing, to the Executive Engineer / Engineer–in-Charge a statement of extra items, if any, that he may have executed failing which the contractor shall not be entitled to claim any payment.

1. **CONTRACT DOCUMENTS AND MATTERS TO BE TREATED AS CONFIDENTIAL**

All documents, correspondence, decisions and other items concerned with the contract shall be considered as confidential and restricted matter by the contractor and he shall not divulge or allow access thereto any unauthorized person.

1. **BREACH ON THE PART OF APSPCL NOT TO ANNUAL CONTRACT**

No breach or non‑observation on the part of the APSPCL of any of the agreements contained herein shall annul this contract or discharge the contractor from the observance and performance thereof or any part thereof but on application from the contractor and in the unfettered discretion of the Executive Engineer/Engineer–in-Charge, an extension of time may be given to the contractor in respect of such breach or non‑ observance by the APSPCL.

1. **COMPENSATION AND PENALTY**

All such recoveries from the contractor by way of penalty under any of the conditions of this contract shall be considered as reasonable compensation for the use of the APSPCL without reference to the actual loss or damage sustained.

1. **JURISDICTION**

For the purpose of this agreement, all the transactions shall be deemed to have taken place within the State of Andhra Pradesh and the courts in Andhra Pradesh shall have jurisdiction over the matters arising under or out of this agreement.

1. **CONSTRUCTION OF THE CONTRACT**

The contract shall in all respects be constructed and operated as contract as defined in the Indian Contract Act, 1872 and all payments to be made there under shall be made in 'Rupees' unless otherwise specified.

1. **TAXES AND DUTIES DEDUCTABLE AT SOURCE**:

As per provision of taxation act, necessary applicable taxes will be deducted at source at all stages of payment on the bills and same will be remitted to the concerned department as per the rules / acts of the State / Central Government. However the deductions will be as per the rates prevailing as on the date of billing.

The prices indicated in schedule A are firm

The prices indicated in Schedule-A are firm and are exclusive of GST.

Contractor shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the contractor shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the rules and regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The contractor shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, regulation or bye-law. Nothing in the contract shall relieve the contractor from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

1. **INSURANCE**

The Materials / equipment supplied under the Contract will be fully insured against loss or damage incidental to manufacture or acquisition, transportation and delivery and also storage for 45 days at destination stores/sites before taking into stock.

The insurance will be in an amount equal to 100% FADS value of Materials / equipment on all risks basis. The policy will have a provision for extension to cover further storage if necessary at destination stores / site at APSPCL’s cost, the beneficiary shall be APSPCL.

1. **DELAYS IN COMMENCEMENT OR PROGRESS OR NEGLECT OF WORK AND FORFEITURE OF EARNEST MONEY, SECURITY DEPOSIT AND WITHHELD AMOUNTS**

Clause 60 & 61 of the PS to APSS will remain effective.

1. **TERMS OF PAYMENTS AND CERTIFICATES**
2. 95% payment will released within 30 days from date of submission invoice after completing the work in full shape against completion of work at site in good condition.
3. Balance 5 % payment will be released after successful completion of 24 months of guarantee period from the date of supply of spares.
4. **RECOVERIES**

Recoveries due from contractor shall be made from bills approved for payment every month or at other periods, when the bills are prepared for various items in the following order of priorities and extents:

i) Penalty in full, if levied.

ii) Expenditure, if any, incurred by the APSPCL on the contractor's behalf on labour or materials in full;

iii) Charges on account of supplies of materials like cement, steel etc. actually used upon various items of work billed for;

iv) Hire charges of machinery, if any;

v) Other recoveries;

vi) Recovery of advance and secured payments or payments for preliminary works in full or installment due, if the same may have been allowed.

Outstanding recoveries, if any, shall be made from the succeeding bills with the provision that the outstanding payment for any item shall for purpose of recovery, be added to the same item for recovery in the aforesaid succeeding bills.

1. **ARBITRATION**
   1. Any dispute or difference arising out of or touching this order involving amounts up to Rs.50,000/- shall be decided by Chief Executive Officer/APSPCL through arbitration.
   2. In case of disputes involving amounts more than Rs.50,000/-, the parties shall approach competent Civil Courts situated in the capital of A.P only, if necessary.

1. **MATERIALS TO BE FURNISHED BY THE CONTRACTOR**

The contractor will be required to procure all the materials necessary for completion of the work. The contractor will be required to handle all these materials. The cost of the materials should include the cost of handling and hauling.

1. **ASSISTANCE IN PROCUREMENT OF PRIORITIES, PERMITS, LICENCES OR OTHER FACILITIES ETC.**

The **Executive Engineer/Tech/APSPCL/Tadepalli, Guntur District** on request by the contractor, will, if in his opinion the request is reasonable and is in the interest of the work and its progress, assist the contractor in procurement of necessary licenses for obtaining necessary plant, machinery or materials not available locally.

The Department will also assist the contractor in securing priorities for deliveries, transport etc. where such are needed. The APSPCL will not however be responsible for the non‑availability of any of the above facilities or delay in this behalf and for claims either in cost or time on account of such failures or delays and the contractor is not entitled for any claim against APSPCL.

1. **DRAWINGS**

The drawings enclosed to the specification are for Tender purpose and are only indicative of the nature of work included in this contract. However, the work shall be carried out according to the design/drawings to be developed by the CONTRACTOR and approved by the OWNER. However, the CONTRACTOR’s offer shall cover the complete requirements as per the best prevailing practices and to the complete satisfaction of the OWNER.

Immediately after award of work, the contractor shall give a programme indicating therein any particular or special sequence in which he would like to carry out the work under this contract. However, the decision of the Engineer in charge on such programme and sequence of construction shall be final and binding on the contractor. However, the contractor shall not be entitled to any type of claim whatsoever on this account.

1. **SUB‑CONTRACTORS AND SUB‑ORDERS:**

The names of persons or firms to whom the contractor proposes to sub‑let portion of this contract must be submitted to for approval of Executive Engineer/Tech /APSPCL/Tadepalli, Guntur District. Contractor can sub-let up to a maximum of 50% of contract value with the prior approval from APSPCL. Triplicate copies of contractor's orders sub‑letting the work to sub‑ contractors to be submitted for approval by the Executive Engineer/Tech /APSPCL/Tadepalli.

1. The clause 69 (b) of PS to APSS is deleted. The following may be read in its place:

"Whenever the withheld amount reaches Rs.1,000/‑ or a multiple thereof, the contractor may, at his option, to deposit with the Engineer-in-charge, an equal amount in sum of Rs.1,000/‑ or multiples thereof in any of the forms of interest bearing securities recognized for the purpose by A.P. Public Works Accounts Code and subject to the provisions therein contained or a Bank Guarantee of a Nationalised Bank / Scheduled bank in which case the equivalent withheld amount shall be paid to him forthwith."

The contractor will be permitted to exercise the option in this clause, subject to the condition that the rate of progress contained in the Articles of Agreement is properly maintained.

**Note**: In case of contradiction between the clauses included in this specification and the clauses of PS to APSS the former will prevail over the latter and is binding on the tenderer.

**SECTION ‑ II**

**SITE CONDITIONS**

1. **1. LOCATION & GENERAL DESCRIPTION**

Ananthapuramu Ultra Mega Solar Park (1500 MW) is located at N.P.Kunta Mandal of Ananthapuramu District &Galiveedu Mandal of Kadapa District in Andhra Pradesh. Site is situated at NP.Kunta, Thumukunta&Veligallu Villages about 40 KM from Kadiri, Ananthapuramu District, A.P. The nearest Railway station is Kadiri. Nearest town is Kadiri. The project information and data is given below:

1.01 Owner / Purchaser : Andhra Pradesh Solar Power Corporation Pvt. Limited (**A J V COMPANY OF GOVT OF ANDHRA PRADESH AND GOVT OF INDIA**)

1.02 Project Title : AnantapuramuUltra Mega Solar Park

(1500 MW) – N.P.Kunta Site and Galiveedu Site.

1.03 Nearest Railway Station : Kadiri(40 KM from site)

1.04 Name of Railway : South Central Railway

1.05 Nearest Airport : Bangalore (181 KM from site)

1.06 Altitude : (+) 430 m EL above mean sea level

1.07 Climate : Tropical-Hot-Humid

1.08 **Ambient Temperature (Dry Bulb)**

a) Daily maximum (Mean) : 33.0 Deg. C

b) Daily minimum (Mean) : 25.0 Deg. C

1.09 **Relative Humidity**

a) Maximum Humidity : 64 percent

b) Minimum Humidity : 35 percent

c) Average Humidity : 49 percent

1.10 **Rainfall**

a) Maximum intensity : 60 mm per Hour

b) Annual Average : 560 mm

c) Tropical monsoon : June to October

1.11 **Wind Velocity & Pressure** (As per IS: 875-1987 Part III)

Basic Wind Speed : 20 m/sec

1.12 Seismic Zone : Zone II as per IS: 1893-2002

1.13 **Transport**

a) Name of highway near : Anantapuramu – Chennai High way

which the plant is located

b) Railway (Gauge) : Broad Gauge.

1. **LOCATION& GENERAL DESCRIPTION**

Anantapuramu Ultra Mega Solar Park – II (500 MW) at Tadipatri Mandal. Site is situated at Talaricheruvu Village about 60 KM from Ananthapuramu Town. The nearest Railway station is Tadipatri. Nearest town is Tadipatri. The project information and data is given below:

2.01 Owner / Purchaser : Andhra Pradesh Solar Power Corporation Pvt., Limited (**A J V COMPANY OF GOVT OF ANDHRA PRADESH AND GOVT OF INDIA**)

2.02 Project Title : AnantapuramuUltra Mega Solar Park – II

2.03 Nearest Railway Station : Tadipatri(18 KM from site)

2.04 Name of Railway : South Central Railway

2.05 Nearest Airport : Bangalore (260 KM from site)

2.06 Altitude : (+) 430 m EL above mean sea level

2.07 Climate : Tropical-Hot-Humid

2.08 **Ambient Temperature (Dry Bulb)**

a) Daily maximum (Mean) : 33.0 Deg. C

b) Daily minimum (Mean) : 25.0 Deg. C

2.09 **Relative Humidity**

a) Maximum Humidity : 64 percent

b) Minimum Humidity : 35 percent

c) Average Humidity : 49 percent

2.10 **Rainfall**

a) Maximum intensity : 60 mm per Hour

b) Annual Average : 560 mm

c) Tropical monsoon : June to October

2.11 **Wind Velocity & Pressure** (As per IS: 875-1987 Part III)

Basic Wind Speed : 20 m/sec

2.12 Seismic Zone : Zone II as per IS: 1893-2002

2.13 **Transport**

a) Name of highway near : Anantapuramu – Chennai High way

which the plant is located

b) Railway (Gauge) : Broad Gauge.

1. **LOCATION & GENERAL DESCRIPTION**

Kurnool Ultra Mega Solar Park site is situated at Gani&Sekunala Villages about 40 KM from Kurnool and 55 KM from Nandyal. The nearest Railway station is Kurnool. Nearest town is Kurnool. The project information and data is given below:

3.01 Owner / Purchaser : Andhra Pradesh Solar Power Corporation Pvt., Limited (**A J V COMPANY OF GOVT OF ANDHRA PRADESH AND GOVT OF INDIA**)

3.02 Project Title : Kurnool Ultra Mega Solar Park –

Gani and Sekunala Site.

3.03 Nearest Railway Station : Kurnool (40 KM from site)

3.04 Name of Railway : South Central Railway

3.05 Nearest Airport : Hyderabad (235 KM from site)

3.06 Altitude : (+) 310 m EL above mean sea level 1.07 Climate : Tropical-Hot-Humid

3.08 **Ambient Temperature (Dry Bulb)**

a) Daily maximum (Mean) : 46.0 Deg. C

b) Daily minimum (Mean) : 26.0 Deg. C

3.09 **Relative Humidity**

a) Maximum Humidity : 82 percent

b) Minimum Humidity : 35 percent

c) Average Humidity : 49 percent

3.10 **Rainfall**

a) Maximum intensity : 40 mm per Hour

b) Annual Average : 705 mm

c) Tropical monsoon : June to October

3.11 **Wind Velocity & Pressure** (As per IS: 875-1987 Part III)

Basic Wind Speed : 20 m/sec

3.12 Seismic Zone : Zone II as per IS: 1893-2002

3.13 **Transport**

a) Name of highway near : Kurnool and Nandyal a Highway (NH18)

which the plant is located

b) Railway (Gauge) : Broad Gauge.

**4. SITE CONDITIONS**

Before submitting the tender, the tenderer shall familiarize himself with the site conditions.

**SPECIAL CONDITIONS OF CONTRACT**

1.0 **GENERAL**

1.1 The word 'Special Conditions' shall be understood to cover all elements **effective in determining unit prices such as availability of materials,** price of materials, quantity and quality of available labour and their cost, or every other factor whatsoever, of major or secondary importance which has to be accounted for in quoting prices.

1.2 For the work covered by the Technical Specifications (Section IV) the bidder shall quote his percentage less/excess on ECV value based on the Bill of quantities (Schedule 'A') in words and figures.

Said percentage less/excess on ECV value shall bind on the bidders and shall include any expense whatsoever in connection with the delivery of materials at field site, the use of tools and equipment, cost of technical staff and labour and every other charge connected with and incidental to the complete and through execution of work.

1.3 The bidder shall make at his own risk and cost, before submitting his tender, all surveys he might consider necessary and he may carry out any market survey or technical enquiry he might require to check either the suitability of available materials or the site conditions, soil conditions etc. Permission to visit site will be granted to those bidders who have purchased the tender documents.

1.4 The contractor shall note that the scope of work and the quantity of individual items of work may vary to any extent (on the plus or minus side) as necessary during execution. The contractor shall be bound to execute all the works including above variation in quantity of individual items and extra items or additional items of work shall be executed by him as per the relevant clauses of the contract. In awarding the work against the subject specification to the contractor, APSPCL reservesthe right to take out of the scope of the contract part of the work. The contractors shall have no claim for loss of profit sustained because some portions of the original contract have been allocated elsewhere nor will this be reason for the contractors to increase/decrease the percentage for the remaining portion of the contract which he shall fulfill in accordance with the contract.

The preliminary estimated quantities given in the Schedule 'A' are not to be taken as binding figures and they may vary to any extent. These quantities have been provided only for the purpose of providing a comparison of various proposals and to give bidder approximate information as to the amount of work to be performed. The total value of work actually carried out shall be measured and paid for.

1.5 The bidder shall submit with his tender the list of plant, equipment and personnel he will be employing for this to complete the work well within the scheduled completion time. The bidder shall also submit a detailed 'working schedule' showing the sequence of every separate job to the date of its scheduled completion. The bidder should submit a bar chart showing estimated employment of labour, skilled and unskilled and a detailed list of Engineers and other qualified staff the contractors will employ for the proper performance of work.

1.6 **Technical Specifications**

Technical specifications for major items are described in section IV of this document. For those items which may not be covered under Section IV, the contractors shall follow the relevant Indian Standard Specifications (latest edition) with the approval of the Executive Engineer /Engineer-in-Charge.

1.7 **Special Notes**

The contractor shall be responsible for any delay and damage except due to force majeure reasons which are generally beyond their control and for this full justification elaborating such circumstances shall be furnished by them.

1.8 The contractor shall be under no liability whatsoever for damage or destruction to the work or temporary work or materials and equipment or to property or like which is due to acts of God, earthquake, lightening, gale, typhoon, storm, hurricane, or act of any Government or Strikes or Lockouts or converted action of workmen or civil war (Whether declared or not) or sabotage explosion, Civil commotion, Police action, revolution, epidemics etc., destructive artesian conditions, nuclear fusion, or Radioactive disturbances etc., which they have no control and directly or indirectly affecting the operation of the contract.

1.9 The contractor has to provide insulation for all electrical cables if found necessary.

1.10 The contractor shall quote percentage less/excess on ECV value in the tender schedules.

1.11The percentage less/excess on ECV value quoted for subject work shall be excluding GST. APSPCL will not reimburse any excess payment made by the contractor for GST due to misinterpretation of law or any other reason.

1.12 GST applicable as on date will be paid extra on submission of GST invoice. The responsibility of payment of GST will be rests with contractor. The tenderer should also furnish the proof of registration under GST in the state of Andhra Pradesh.

2.0Tenders quoted abnormally less, i.e., more than 15%, a B.G obtained in favour Chief Executive Officer /APSPCL on the State Bank of India / Andhra Bank or any NationalizedBank/ Scheduled bank payable at Vijayawada for the difference between the tendered amount and 85% of the estimate value shall be furnished by the contractor invariably as additional security deposit. The period of validity of B.G shall be for a minimum period of six months with two months claim period. This B.G. shall not bear any interest. On successful completion of the work, the B.G. will be returned to the contractor. The period of validity shall be extended by the contractor from time to time till the B.G. is returned.

In case of contractors failing to complete the work at agreement rates, the B.G. furnished will be forfeited by the APSPCL.

**GENERAL CONDITIONS OF CONTRACT**

1.0 **DEFINITION & INTERPRETATIONS**

# In these general conditions of contract the following terms shall have the meanings assigned to them except where the context otherwise required.

1.1 “OWNER/CORPORATION means Andhra Pradesh Solar Power Corporation Pvt., Limited (A J V Company Of Govt., Of Andhra Pradesh And Govt., Of India) and shall include their legal representative, successors and permitted assignees.

1.2 The “Contractor“ means the individual or firm or company whether incorporated or not, under taking for execution of works and shall include legal representatives of such individual or persons composing such firms or unincorporated company successors of such firms or company as the case may be, and permitted assignees of such individual or firm or company.

1.3 “Contract” means the notice inviting tender, the tender and acceptance thereof and the formal agreement, if any, executed between Andhra Pradesh Solar Power Corporation Pvt., Limited and the contractor together with the documents referred to therein including those conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.4 The “Engineer-in-charge” means the engineering officer appointed by the corporation or his duly authorized representative who shall direct, supervise and be in charge of the works for the purpose of this contract.

1.5 “Work” means the works to be executed in accordance with the contract.

1.6 “Specifications” means the specifications forming a part of the contract for materials and works for the execution of the contract and as amplified, added or specified by special specifications, if any.

1.7 “Site” means the lands and or other place on, under on or through which the work is to be executed under the contract including any other lands or places which may be allotted by the corporation or used for the purpose of the contract.

1.8 “Letter of Award” shall mean the official notice issued by the OWNER notifying the contractor that his tender has been accepted.

1.9 “Guarantee period” shall mean the period during which the contractor shall remain liable for repair of any defect of the works performed under the contract.

1.10 Where the context so requires, words imparting the singular only also include the plural and vice-versa.

1.11 Heading & marginal notes to those General conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction there of or of the contract.

1.12 All the documents pertaining to the contract including specifications, schedules correspondence etc., shall be written in English language.

2.0 **CONTRACTOR TO INFORM HIMSELF THE FOLLOWING**

2.1 The contractor shall be deemed to have carefully examined all contract documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the contract documents, he shall, before signing the contract, set forth the particulars thereof and submit them to the corporation in writing in triplicate, in order that such doubts may be removed. The corporation will provide such clarification as may be necessary in writing to the contractor. Any information otherwise obtained from the corporation or the ENGINEER shall not in any way relieve the contractor of his responsibility to fulfill his obligations under the contract.

3.0 **DISCREPANCIES AND ADJUSTMENT OF ERRORS**

3.1 If there are varying or conflicting provisions made in any documents forming part of the contract, the Chief Executive Officer shall be deciding authority with regard to the intention of document.

3.2 Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contract from the execution of the whole or any part of the works completed therein according to the specification or from any of his obligations under the contract.

3.3 If on check, there found to be differences, between the percentage less/excess on ECV value given by the contractor in words and figures by him in the Schedule of quantities and general summary the same shall be adjusted in accordance with the following rules.

a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.

b) The under signed does not bind himself to accept the lowest or any tender. The undersigned reserves the right to reject any or all tenders without assigning any reason.

c) Persons tendering must acquaint themselves and satisfy as to the physical conditions prevailing at the site.

d) No telegraphic/Fax offers will be entertained and APSPCL Ltd will not consider any postal delay.

e) The APSPCL reserves the right of deleting any or all items of the works mentioned in the schedule without assigning any reasons thereof. The tenderer will not be eligible to claim any sort of compensation in this regard.

f) The contractor shall provide to his workmen the required safety appliances including protective clothing and guards such as helmets, safety shoes, hand gloves, masks, safety belts etc., for working in Hazardous areas which shall be identified by the Executive Engineer / Engineer-in-charge.

g) The contractor will be required to work either in hot or cold areas, near machines in operation otherwise involving special care on part of the contractor to see that the work is carried out with safety to the men and machines and without hampering the working of the concerned departments of the corporations.

**4.0 SUBLETTING OF WORKS**

4.1 The contractor shall not assign or sublet the contract or any part thereof, allow any persons to become interested therein in any manner whatsoever without the special written permission of Executive Engineer / Tech / APSPCL / Tadepalli, Guntur District. The contractor can sublet only up to a maximum of 50% of contract with the prior approval of Executive Engineer / Tech / APSPCL / Tadepalli, Guntur District. Any breach of this condition shall entitle the corporation to rescind the contract and also render the contractor liable for payment to corporation in respect of any loss or damage arising or ensuring from such cancellations. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and corporation and shall not relieve the contractor of any responsibility under the contract. In the event of sufficient dues not being available to reimburse corporation for the expenditure incurred by it for the above contractor shall reimburse corporation for the same.

**5.0 ELECTRICAL SAFETY REGULATIONS**

5.1 In no circumstances shall the contractor interfere with the fuses and electrical equipment belonging to the APSPCL or other contractors. Before the contractor connects and electrical appliances to any Board or Socket belonging to other contractors or APSPCL shall:

1. Satisfy and obtain permission of the Engineer-in-charge to that effect.
2. No electrical cable used by the contractor will be disturbed without prior permission.
3. No weight of any description will be imposed on any such cable and no ladder or equipment will rest against or be attached to it. No work shall carry or any live equipment without PERMIT TO WORK.

6.0 **DEFECT LIABILITY**

6.1 The contractor shall be responsible to make good and remedy at his own cost within such a period as may be stipulated by the Engineer-in-charge any defect observed during the course of execution or which may develop or may be noticed before the expiry of the period mentioned in the Guarantee clause on intimation of which has been sent to the contractor within seven days of expiry of the said period by a letter sent by hand or Registered post.

7.0 **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 ‘APSPCL’ must be etched on the name plate.

**8.0 INTERCHANGEABILITY:**

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

**9.0 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).

**10.0 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.

**11.0 SALE CONDITIONS:**

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

**12.0 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.

**13.0 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 15 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 any way to imply acceptance thereof by the Corporation. The supplier shall arrange for inspection/testing by APGENCO and by Third Party inspections by Institutional Agencies such as Lloyds Register of Industrial Services, 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.

**14.0** **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 at least at two places. In case of bundles, metallic plates marked with the above details shall be tagged with such bundles.

**15.0 DISPATCH 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 dispatched 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.

**16.0 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

1. Violation of inspection clause i.e. despatch of materials without pre-despatch inspection whereas Predespatch inspection is required as per the condition of P.O.
2. Materials despatch after expiry of delivery period without obtaining approval in advance for extension of delivery period
3. Despatch of materials not through authorized transporter as indicated in the P.O.
4. 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.

17.0 **GUARANTEE**

17.1 The contractor shall guarantee that all items supplied by him shall be free from all defects and workmanship up to completion of work in all respects.

17.2 APSPCL shall also be entitled to recover any losses direct or indirect incurred due to non-fulfillment of contractual commitment in this regard.

17.3 The Guarantee period shall be 24(Twenty Four) months from the date of supply in all respects.

**SECTION – IV**

**TECHNICAL SPECIFICATIONS**

1. **GENERAL**

1) This specification is to cover the proposed supply*“***APSPCL –** Procurement of 33KV spares for

220/33KV pooling stations at Kurnool Ultra Mega Solar Park, Anathapuramu, Anathapuramu-II &

Kadapa Ultra Mega Solar Park -,A.P**, A.P.**promoted by M/s. Andhra Pradesh Solar Power Corporation

Pvt., Limited.

2) Description of various items of work under this specification and nature of work in detail are given hereinafter. The complete work under this scope is referred to as SUPPLY and ERECTION works. List of various works covered given under the scope.

3) The work to be performed under this specification consists of providing all labour, materials, consumables, equipment, temporary works, temporary labour and staff colony, constructional plant, fuel supply, transportation and all incidental items not shown or specified but reasonably implied or necessary for the completion of the work, all in strict accordance with the specifications and including revisions and amendments thereto as may be required during the execution of the work.

4) All materials shall be arranged by the CONTRACTOR.

5) The work shall be carried out according to the approved drawings by the APSPCL. Necessary layout and details are to be developed by the CONTRACTOR keeping in view the statutory & functional requirements and facilities of the proposed work. The quantities given in the Schedule of quantities are approximate and likely to change as per the approved drawings.

7) CONTRACTOR shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communications, transport, right of way, the type and number of equipment and facilities required for the work, availability of local labour, materials and their rates, local working conditions, weather, flood levels, subsoil conditions, natural drainage , etc., The contractor shall organize his own arrangements to transport his equipment, men and materials so as to match the construction schedules. Ignorance of the site conditions shall not be accepted by the APSPCL as basis for any claim for compensation or extension of time. The submission of a bid by the CONTRACTOR will be construed as evidence that such an examination was made and any later claims / disputes in this regard to rates/lumpsum quoted shall not be entertained or considered by the APSPCL.

* 1. The bidders shall resolve himself the local issues, if any, during the execution without any financial implications to APSPCL**.**

**2.00 Statutory Requirement**

CONTRACTOR shall comply with all the applicable statutory rules pertaining to Factory act, Fire safety rule of Tariff Advisory Committee, Water act for Pollution control, Explosives act etc. Provisions of Safety, health and welfare according to Factories act shall also be complied with. Statutory clearances and norms of State Pollution Control Board shall be followed. APSPCL will assist in obtaining the necessary clearances from other departments.

**3.00** The specifications for various works should confirm to the relevant clauses of the APSS, IS / IEC Standards and also to the special specifications included in the tender schedule. If there is any difference between them, the special specifications will be applicable. If for any item of work, detailed specifications are not indicated either in the technical specifications or in the APSS and IS / IEC Standardsthen that work shall be carried out as per the instructions of Executive Engineer / Engineer-in-charge. The execution of work and tests to be conducted during construction and on the materials shall confirm to the latest relevant I.S codes.

1. **SCOPE OF WORK:**

The scope covers design, engineering, manufacture, inspection and testing at manufacture's works, supply, delivery of 33KV equipments spares complete with structures, accessories, mandatory spares specified herein for their satisfactory operation in various sub-stations of our system.

It is not the intent to specify completely here all the details of design and technical specification however, the spares shall conform in all respects to the high standard of engineering design and workmanship and shall be capable of performing in continuous commercial operation up to the guarantee in manner acceptable to the CPRI who will interpret the meanings of drawings and specifications and shall have power to reject and work or material which in his judgment is not in accordance therewith. The 220Kv and 33Kv spares offered shall be complete with all components necessary for their effective and trouble-free operation. Such components shall be deemed to be within the scope of the Bidder irrespective of whether they are specifically brought out in this specification and / or in the commercial order or not. It should also be type tested and supposed to pass all accepted tests as per IEC/IS.

The work shall be completed in all respects as per relevant clauses of Indian Standard Specification and shall include but not limited to the following.

**Materials:**

1. The firm has the right to choose any particular make of components out of approved makes of APSPCL

**SCHEDULE - A**

## BILL OF QUANTITIES

a) The quantities given in the bill of quantities are approximate but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions of the contract as set forth in the preliminary specifications of the A.P. Standard Specifications and other conditions and specifications of this contract.

* 1. It is to be expressly understood that the measured work is to be taken net (not withstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer / Engineer-in-charge and the cost calculated by measuring or weight at the respective prices without any additional charges for any necessary or contingent works connected therewith.
  2. For all items of work which are more than 10% in excess of the quantities shown in the bill of quantities the rate payable for excess quantities beyond 10% shall be either tender rate or the SS rate for the item plus or minus the overall tender percentage whichever is less. The SS rate means the rate within the estimate has been prepared for comparison with tenders.
  3. The rates quoted by the contractor are firm till completion of the work in all respects. No price variation of rates is allowed in case of delay in handing over of site to the contactors, if any by the department. However, corresponding extension of time will only be granted to the contactors.

**Kurnool Ultra Mega Solar Park**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S.**  **No** | **Item Description** | **Make** | **Qty** | **Unit Price** | **Total Amount (Rs.)** |
| 1 | 33KV PTR LV CT (1200-1600-2000-3C-1A) MCTE33006-002SAC: 85381010 | M/s. Narayan Powertech Pvt Ltd | 20Nos | 29,620 | 5,92,400.00 |
| 2 | Current Transformer (1000-500-4C-1A/Epoxy cast resin (Wound Type/ RCT33D004 SAC: 85381010 | 20Nos | 28,169 | 5,63,380.00 |
| 3 | 33KV BUS PT/Resin Epoxy Case SAC: 85381010 | 24 Nos | 29,563 | 7,09,512.00 |
| 4 | 7SR2203-2NA87-0CA0 Argus-M Directional time-over current protection E8 enclosure, 5 curr. trans., 4volt. Trans., 13 BI/14 BO, 16LEDs Measuring inputs:1/5A, 63.5/110V, 50/60Hz Auxiliary voltage 24-250v DC/100-230V AC Threshold binary input:88V DC USB interface at front, RS485 interface at rear, + opt. Ethernet Duplex at rear Protocol: IEC 60870-5-103 and Modbus RTU and DNP 3.0 (adjustable) and IEC 6185 HSN:85364900 | M/s. Siemens Make | 8Nos | 1,44,000 | 11,52,000.00 |
| 5 | Thermostat(20A,240V) 8BK80 panel spare for 33kV Switch Board HSN:84799090 | 10Nos | 1,837.5 | 18,375.00 |
| 6 | Panel Control wire-Red(4Sq mm., 1100V)  Copper Flexible cable of Polycab/Finolex /RR make, Multi-stranded HSN: 85446090 | 90Mtr | 50.96 | 4,586.40 |
| 7 | Panel Control wire-Yellow(4 sq mm., 1100v) Copper Flexible cable of Polycab/Finolex/RR make, Multi-stranded HSN:85446090 | 90Mtr | 50.225 | 4,520.25 |
| 8 | Panel Control wire-Blue(4 sq mm., 1100v) Polycab/Finolex/RR make, Multi-stranded HSN:85446090 | 90Mtr | 50.225 | 4,520.25 |
| 9 | Panel Control wire-Black(4 sq mm., 1100v) Polycab/Finolex/RR make, Multi-stranded HSN:85446090 | 90Mtr | 50.225 | 4,520.25 |
| 10 | Control cable- grey(1.5 sq mm, 110v) Polycab/ Finolex /RR make, Multi-stranded HSn:85446090 | 180Mtr | 27.44 | 4,939.20 |
| 11 | CT/PT TB, Model: STH4DT, Make: Connect well Connector if connect well make for 8BK80 panel HSN:85369010 | 50 Nos. | 90.16 | 4,508.00 |
| 12 | 75 ohms Resistor, Panel oriented spare for Siemens HT VCB .HSN:85334000. | 12 Nos. | 3890.6 | 46,687.20 |
| 13 | 33KV polymer Insulator with GI pins. | Approved makeAPTRANSCO/APDISCOMS | 500Nos | 655.00 | 3,27,500.00 |
| **Total** | | | | | **34,37,448.55** |

**Ananthapuramu Ultra Mega Solar Park:**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SI.No** | **Item Description** | | **Make** | **Qty** | **Unit Price in Rs.** | | | **Total Amount (Rs.)** |
| 14 | Current Transformer  (2000-1600-3C-1A/Epoxy Cast Resin (Window Type/WCT33A06 SAC: 85381010 | | M/s. Narayan PowertechPvt Ltd | 26 Nos | 24,470.00 | | | 6,36,220.00 |
| 2 | 33KV PTR LV CT (1200-1600-2000-3C-1A) MCTE33006-002 SAC: 85381010 | | 3Nos | 29,620.00 | | | 88,860.00 |
| 3 | Current Transformer (1000-500-4C-1A/Epoxy cast resin (Wound Type/RCT33D004 SAC: 85381010 | | 30Nos | 28,169.00 | | | 8,45,070.00 |
| 5 | 33KV BUS PT/Resin Epoxy Case (NON GUN Type SAC: 85381010 | | M/s.Pragathi Electricals Pvt Ltd. | 30Nos | 70,000.00 | | | 21,00,000.00 |
| 6 | 33KV BUS PT/In Cast resin Epoxy Case (Fixed Type GUN SAC: 85381010 | | 20Nos | 69,000.00 | | | 13,80,000.00 |
| 7 | Digital Mf Meter Accord Make – MFM-02 SAC:85381010 | | M/s. Siemens Make | 1No | 21,000.00 | | | 21,000.00 |
| 8 | Breaker to panel wiring & wiring & Plug set SAC:85381010 | | 1No. | 22,328.00 | | | 22,328.00 |
| 9 | Upper Bushing- L2-Dia 60 Cu(2500A)  HSN: 85381010 | | 3No | 49,500.00 | | | 1,48,500 |
| 10 | Master Trip Relay  Alstom make MVAJM25LA1002A  HSN:85381010 | | 1No. | 34,200.00 | | | 34,200.00 |
| 11 | LowerBushingDia60Cu(windowCT)2500  HSN:85381010 | | 3No. | 43,500.00 | | | 1,30,500.00 |
| 12 | Shutter Mechanism Set for Siemens 8BK80 Panel  SAC:85381010 | | 1No. | 95,000.00 | | | 95,000.00 |
| 13 | 7PJ13215AA210AA0  7PJ13TRIP CIRCUIT SUPERVISION RELAY AUXILIARY  VOLTAGE:110 VTO 240VAC/DC SUPERVISION  VOLTAGE:24V TO 240V DC CONTACTS: 2CO,SELF  RESET TYPE DUAL COLOR LED INDICATION HSN:85364900 | | 3No. | 15,500.00 | | | 46,500.00 |
| 14 | TestTerminalBox(TTB)-Reputed Make  SAC:85381010 | | 1No. | 2,400.00 | | | 2,400.00 |
| 15 | Tie Rod Roller-Comes with part of Gearbox  SAC:85381010 | | 1 No. | 47,950.00 | | | 47,950.00 |
| 16 | 3AH03156  2500A 36KV 31.5KA VCB  HSN:85381010 | | 1 No | 7,52,800.00 | | | 7,52,800.00 |
| 17 | 3AH03156  1600A 36KV 31.5KA VCB  HSN:85381010 | | 1 No. | 6,77,160.00 | | | 6,77,160.00 |
| 18 | Panel Front Door for Siemens make 8BK80  SAC:85381010 | | 1 No. | 45,000.00 | | | 45,000.00 |
| **Total** | | | | | | | | **70,73,488.00** |
|  |  |
| **Kadapa Ultra Mega Solar Park (1000 MW)** | | | | | | | | |
| **SI.No** | **Item Description** | **Make** | | **Qty** | | **Unit Price** | **Total Amount** | |
| 1 | 33KV polymer Insulator with GI pins. | Approved makeAPTRANSCO/APDISCOMS | | 500Nos. | | 655.00 | 3,27,500.00 | |
| **Total of KUMSP +AUMSP+ Kadapa UMSP** | | | | | | | 1,08,38,436.56 | |
| **Freight and Transit Insurance @3%** | | | | | | | 3,25,153.09 | |
| **Packing and Forwarding @3%** | | | | | | | 3,25,153.09 | |
| **Over Head Charges @ 10%** | | | | | | | 10,83,843.66 | |
| **Total Rs.** | | | | | | | **1,25,72,586.40** | |

**SCHEDULE – B**

###### ISSUE RATE OF MATERIAL:

**Name of the Work:** APSPCL Procurement of 33KV spares for 220/33KV pooling stations at

Kurnool Ultra Mega Solar Park, Anathapuramu, Anathapuramu-II & Kadapa Ultra

Mega Solar Park -,A.P.

|  |  |  |  |
| --- | --- | --- | --- |
| Sl.No. | Description of Item | Rate | Source of Supply |
|  | Nil | - | - |

**SCHEDULE – C**

**LEAD STATEMENT**

**Name of the Work:** Procurement of 33KV spares for 220/33KV pooling stations at

Kurnool Ultra Mega Solar Park, Anathapuramu, Anathapuramu-II & Kadapa Ultra

Mega Solar Park -,A.P

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Description of item** | **Source** |
|
| 1 | Nil | - |

Note: The above information given above is indicative only. The firm shall make his assessment regarding availability of above materials in adequate quantity and quality and the distance of the source etc., before quoting his rates and no claim will be entertained on this account afterwards.

**SCHEDULE – D**

###### LIST OF TENDER PURPOSE DRAWINGS ENCLOSED TO THIS SPECIFICATION

**Name of the Work:** Procurement of 33KV spares for 220/33KV pooling stations at

Kurnool Ultra Mega Solar Park, Anathapuramu, Anathapuramu-II & Kadapa Ultra

Mega Solar Park -,A.P

|  |  |
| --- | --- |
| **S.No** | **TITLE** |
| 1 | C.T & P.T drawings Enclosed |

**PARTICULARS OF TENDERER**

**Name of the Work** Procurement of 33KV spares for 220/33KV pooling stations at

Kurnool Ultra Mega Solar Park, Anathapuramu, Anathapuramu-II & Kadapa Ultra

Mega Solar Park -,A.P

Name of the Tenderer/ Contractor:

Name of the contact person responsible for the work:

Designation/ Status of the contact person:

Contact Details of the person responsible for the work:

Mobile Phone No.

Office Phone No.

Residence Phone No.

Any Other Phone No.

Present Address:

Permanent Address:

PROFORMA FOR SELF DECLARATION

(To be uploaded invariably along with bid documents)

**Name of the work:** Procurement of 33KV spares for 220/33KV pooling stations at

Kurnool Ultra Mega Solar Park, Anathapuramu, Anathapuramu-II & Kadapa Ultra

Mega Solar Park ,A.P

.

Tender Notice No. APSPCL-e-E- 28/2022-23/EE/Tech/APSPCL,Dt.06.07.2022

\*\*\*\*

I/We ………………………………… (Name and designation) authorized signatory of the tenderer, M/s ………………………………………. (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** do here by solemnly of firm and state on the behalf of tenderer including its constituents as under:

1. I/We the tenderer(s) am / are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender document from AP e-procurement portal. I/we have verified the contents of the tender document from the website and uploaded the required documents as per the tender specifications.
4. I/We hereby declare that I/We are fully qualified and eligible to bid for the work as per the eligibility criteria given in the tender notice.
5. I/We hereby declare that I/We have got the following minimum eligible criteria to bid for the work
6. The firm should have valid registration from Registrar of Firms or Register of Companies.
7. The bidders should have supplied the equipment/spares to the 220/33KV level Substations at State/Central Govt. or any State/ Central PSU for a value not less than 50% of the ECV (i.e., **Rs. 62.86 Lakhs)** in any one year during the last five financial years.
8. The firm shall furnish solvency certificate for a value not less than 50% of the ECV (i.e., **Rs.62.86 Crores)**. The Solvency Cerificate shall not be older than 12 months and shall be issued by any nationalized and scheduled banks.
9. Annual turnover certificate for a minimum value of three times the ECV (i.e., **Rs.3.77Crore’s)** during the last three preceding financial years put together.
10. Payment of EMD for an amount of Rs.1,25,726/-(Rupees One Lakh Twenty Five Thousand Seven Hundred Twenty Six Only) (Validity shall be 180 days from the date of bid opening).
11. All terms and conditions of detailed tender specification.
12. I / we declare and certify that I / We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
13. I/we also understand that my / our offer will be evaluated based on the documents / credentials submitted along with the offer and same shall be binding uponme/us.
14. I/wedeclarethattheinformationanddocumentssubmittedalongwiththetenderbyme/usarecorrectandI/wearefully responsible for the correctness of the information and documents submitted by us.
15. I/we understand that any of the certificates regarding eligibility criteria submitted by us are found to be forged / false or incorrect at any time during process for evaluation of tenders and afterwards, it shall lead to forfeiture of tender EMD besides my / our offer shall be summarily rejected. I understand that the bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. The e-procurement system would deactivate the user ID of such defaulting bidder based on the trigger/ recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for specified work/materials.
16. I/we also understand that if any of the certificates submitted by us are found to be false / forgedor in correct at any time the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and10% of Performance Bank Guarantee besides any other action mentioned above.
17. I/We agree to keep the offer of this tender valid for a period of 180 days from the date of opening of tender and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason whatsoever, within the validity period, the earnest money deposited by me/ us will be forfeited to APSPCL.
18. I/We hereby distinctly and expressly declare and acknowledge that, before the submission of my/ our tender, I/We have carefully followed the instructions in the tender notice and have read the APSS and the Preliminary specifications therein.
19. I/We have not been black listed in any department due to any reasons.
20. I/We have not been demoted to lower category in any department for not filing the tenders after buying the tender schedules in a whole year and their registration had not been cancelled for a similar default in last two consecutive years.
21. I/We will agree to get disqualified themselves for any wrong declaration in respect of the above and get their tender summarily rejected duly forfeiting the EMD.
22. The soft copies uploaded by me/us are genuine. Any incorrectness / deviation noticed can be viewed seriously and apart from canceling the work duly forfeiting the Bid security, including suspension of business and/ or black listing.
23. The quoted price is exclusive of GST.

Signature of the bidder

With seal

**Annexure-I**

**Proforma for Terms and Conditions**

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

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | Offer / Quotation No. & Date | : |  |
| 2 | Name of the bidder | : |  |
| 3 | Goods & Service tax Registration  Nos.*(Enclose Copy of Regn. Certificates )* | : |  |
| 4 | DGS&D’s Registration No., if any  *(Enclose copy of rate contract, if any)* | : |  |
| 5 | Company PAN card No. |  |  |
| 6 | Whether quoted for complete scope stipulated in the Tender. | : | Yes/No  *(Offers that do not cover the complete scope*  *will be rejected)* |
| 7 | Price basis, firmness of prices | : | F.O.R Destination |
| 8 | Packing and Forwarding charges  *(If not included in the Basic Prices)* | : | To be arranged by the Supplier, at their  cost. |
| 9 | Goods & Service Tax (GST) | : | As per Price bid. ***(Do not quote here)***  ***(ECV value is excluding GST)*** |
| 10 | Freight Charges upto Site | : | To be arranged by the Supplier, at their  cost. |
| 11 | Charges for Insurance Cover for Transport | : | To be arranged by the Supplier, at their  cost. |
| 12 | Bank charges | : | To be borne by seller. |
| 13 | Delivery Period  *(refer Section-I of the tender specification).* | : | The delivery commences within days from the date of receipt of PO. |
| 15 | Whether delivery will be made in  whole or in a phased manner | : | As per Schedule |
| 16 | Mode of dispatch | : |  |
| 17 | Earnest Money Deposit Detail *(APSPCL reserves the right to*  *reject offers without EMD)* | : |  |
| 18 | Scope of supply & Technical  specifications | : | As per APSPCL’s terms stipulated in the  Tender Specification. |

We confirm acceptance for the following:

|  |  |  |  |
| --- | --- | --- | --- |
| 19 | Freight up to Site | : | Transportation of the materials up to Site, will be arranged by the supplier, and prices are quoted keeping this in view. Loading of the materials and Unloading the same at site, shall be under the Supplier’s scope only. |
| 20 | Transit Insurance | : | Insurance for Transport upto & delivery of the materials at Site, will be arranged by the supplier, against their own Open Insurance Policy and prices are quoted keeping this in view. |
| 21 | Pre dispatch  Inspection (PDI) | : | As per APSPCL’s terms stipulated in the Tender Specification |
| 22 | Validity of Offer | : | 180 days from the date of opening of the bid |
| 24 | Payment | : | As per APSPCL’s terms stipulated in the Tender Specification. *(No deviations will be accepted)* |
| 25 | Penalty/Recovery of  Liquidated Damages | : | As per APSPCL’s terms stipulated in the Tender Specification. |
| 26 | Part order | : | Not applicable |
| 27 | Price Variation | : | The prices quoted will remain ‘FIRM’ till execution of full order. |
| 28 | Rate Certificate | : | It is certified that prices quoted herein are the same as applicable to other Government Departments/ Public Sector  Undertakings. |
| 29 | Guarantee period | : | The Supplied equipment shall be Guaranteed for satisfactory operation for a period of 24 months from the date of receipt of equipment / material in good condition at site. |
| 30 | Technical documents viz, Drawings, QAP,  MQP | : | Will be submitted, as per APSPCL’s terms, stipulated in the Tender Specification |
| 31 | Tests & Test  certificates | : | As per APSPCL’s terms stipulated in the Tender Specification. |
| 32 | Interchangeability | : | It is certified that the quoted items are interchangeable (If applicable) with the items existing in APSPCL and if fails to interchange, the same shall be replaced free of cost. |
| 34 | 5% Security Deposit / Performance BG | : | W ill be submitted for 5% of the Order value, as  stipulated in the Tender Specification. |
| 35 | Jurisdiction | : | As per APSPCL’s terms. |
| 36 | Variation in quantity | : | APSPCL at its sole discretion unilaterally can increase or decrease the quantity of any/all items of the tender by 10%. The bidder shall be acceptable to supply these quantities on the same price, delivery and terms and conditions offered. |

Important Note:

(i) The Deviations/Variations if any, from the terms stipulated in this schedule (OR) from the Specifications/Requirements stipulated in the Tender Specification, shall be indicated clearly in the subsequent Schedule i.e., DEVIATIONS.

Otherwise, it will be construed that the requirements stipulated in the Tender Specification, are acceptable to the Bidder.

*Name of the Bidder : \_*

*Signature of Authorized :*

*Representative \_*

*Name : \_*

*Designation : \_ Seal of the Company Date : \_*

**Annexure-II**

**DEVIATIONS (Technical and Commercial)**

Bidder’s Name and Address

To,

Andhra Pradesh Solar Power Corporation Pvt. Ltd

\_\_ \_

\_\_ \_

Dear Sir,

Sub: **APSPCL –** Procurement of 33KV spares for 220/33KV pooling stations at

Kurnool Ultra Mega Solar Park, Anathapuramu, Anathapuramu-II & Kadapa Ultra Mega

Solar Park -

,A.P Ref: Tender No. APSPCL-e-E- 28/2022-23/EE/Tech/APSPCL, Dt. 06.07.2022

\*\*\*

W e 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/Tender 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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *SlNo.* | *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)* |
|  | (A) Technical (B) Commercial |  |  |  |

\*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).

Name of the Bidder :

Signature of Authorized :

Representative :

Name :

Designation :

Date :

Seal of the Company

**Annexure-III**

**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 defective parts. All the replaced parts shall be removed from the site. 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 meet the guarantee as per the specification.

Name of the Firm:

Signature of the bidder:

Designation:

Date:

Seal of the Company