

**TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED
VIJAYAWADA - 520 004 : ANDHRA PRADESH**



Tender Specification No: PMMTC2-e-06/2026

**Providing Onsite Application Management Services (AMS) of
SAP Application in AP Transco for three years**

CHIEF ENGINEER / TELECOM & IT
APTRANSCO, Vidyut Soudha Gunadala,
VIJAYAWADA-520004
Phone No. **0866-2429244**

Website(s): www.tender.apecurement.gov.in



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SCOPE

Volume-I

NOTICE INVITING TENDER (NIT)

1.	Department Name	TRANSMISSIONCORPORATIONOFANDHRA PRADESH LIMITED
2.	Circle/ Division Name	Chief Engineer / Telecom & IT
3.	BID Notice number	PMMTC2-e-06/2026
4.	Name of the service	Providing Onsite Application Management Services (AMS)of SAP Application in APTRANSCO for three years
5.	Estimated contract value	Rs 2,73,72,583/- with GST
6.	Period of contract	3year
7.	Form of contract	LS
8.	BID type	Open
9.	BID category	Services
10.	BID Security	Rs. 5,47,452/-
11.	BID Security Payable To	Bank Guarantee in favour of Chief Engineer / Telecom & IT,APTRANSCO, VidyutSoudha,Gunadala,Vijayawada-04or Online money transfer through NEFT/RTGS or DD in favour of Pay Officer, APTRANSCO, Vidyut Soudha. The Original BG is to be submitted at O/o Chief Engineer/Telecom & IT/Vidyut Soudha, Vijayawada on next working day of bid closing date.
12.	Schedule Availability Date	From 17.00Hrs.on 06/02/2026
13.	Pre-BID Meeting	11.30Hrs.on 11/02/2026 through online meeting.
14.	Pre-Bid clarifications issue date/Bid submission Start Date	17:00Hrson 17/02/2026
15.	Bid Submission closing Date & time	15.00Hrson 26/02/2026
16.	BID Submission	Online
17.	P.Q/Technical BID Opening Date(Qualification and Eligibility stage)	At15.30Hrson 26/02/2026
18.	Price BID Opening Date & Time	Will be opened online.



1. INTRODUCTION

- APTRANSCO in-house IT team designed and developed certain applications for various departments in APTRANSCO.
- APTRANSCO is being implementing SAPERP from January8,2018
- APSLDC the apex body of APTRANSCO to ensure integrated operation of Electrical Power System within the state of Andhra Pradesh.
- APSLDC monitors mainly Grid stability and operates system in secured way and balance the generation and demand. It also facilitates scheduling of the power from CGS units, State Generating units and RE Generating Stations.

2. Scope for SAP Application Management Services (AMS) onsite:

SAP has been GO-Live in APTRANSCO in January, 2018 and is in the Operations Engagement. AP Transco has SAP ECC 6.0 as its ERP in DEV, QAS and PROD environments. APTransco is utilizing the Cloud services of version SAP HANA 2.0 provided by M/s SAP India Pvt. Limited.

The Application Management Services (AMS) of SAP ERP includes development, implementation, integration, testing, maintenance and support (functional and technical), implementation of SAP Notes/Patches and ITSM services.

SCOPE

(I) **Modules to be covered:**

The Offer is requested for SAP AMS for Three Years ONSITE for the following modules:

- a) Material Management(MM)
- b) Plant Maintenance(PM)
- c) Project Systems(PS)
- d) Sales & Distribution(SD)
- e) Quality Management(QM)
- f) Financial Accounting and Controlling (FICO)
- g) Governance Risk Compliance (GRC)/Basis
- h) Business Warehousing (BW) / Business Objects(BOBJ)
- i) Process Integration/Process Orchestration(PI/PO)
- j) ABAP,Fiori,SAPUI5
- k) Human Capital Management(HCM) (Human Resources/Payroll)
- l) Web Dynpro

(II) **Scope of work:**

- a) **Incident Management**-Incident Management means accepting Tickets from Key Users according to defined SLA's, analysis and resolution of Incidents according to the defined scope of applications to which AMS applies and agreed SLA's, recommendations on application and system optimization and request involvement of Product Support when necessary.

Incident Management Process is the procedure used to restore the business process. An Incident can be resolved by either providing a work around or by finding and eliminating the root cause (Problem).Once the Incident is solved it may be required to find the root cause (Problem) of the Incident. If such is identified, an approach how to prevent the Problem from occurring again should be found and presented.

- b) **Problem Management**-Problem Management means accepting Tickets from Key Users according to defined SLA's, root cause analysis and resolution of Problems according to defined scope of applications to which AMS applies and agreed SLA's, recommendations on application- and system optimization and request involvement of Product Support when necessary.
- c) **Change Management**-Change Management means accepting Tickets from Key Users according to defined SLA's, analysis of Requests for Change according to defined scope of applications to which AMS applies and agreed SLA's, scope definition, commercial validation and creation of Requests for Change in collaboration between APTransco's Engagement Manager and Successful Bidder's Engagement Manager, planning and deployment of Requests for Change according to defined scope of applications to which AMS applies and agreed SLAs. New Developments/Enhancements deployment is part of Bidder's scope.

Change Management Process includes the procedure to authorize, plan and deploy a change of the business process into the productive systems. Any changes which are not caused by an Incident or Problem or agreed as a Standard Change, are considered a Request for Change. Change Management does not only include the implementation procedure, but the holistic process from the requirement to the deployment. Changes are classified by their potential impact to the productive system (Regular Change and Emergency Change). Depending on the potential impact a certain approval level is required.

- d) **Request Fulfillment** – Request Fulfillment means accepting Tickets from Key Users according to defined SLA's where they do not match the prerequisites for any other of the predefined AMS processes (Event Management, Incident Management, Problem Management or Change Management). These Service Requests can be request for Continuous Operations or an agreed Standard Change according to defined scope of applications to which AMS applies and agreed SLA's.

Continuous Operations are intended for all Tickets that contain some kind of continuous support for a longer time period. These can be periodical / recurring Tickets.

- e) **Proactive Event Management:** Proactive Event Management means monitoring activities as specified in the monitoring concept and creation of Incident Tickets for identified issues; monitoring alerts, categorization of alerts according to criticality, and creation of Incident Tickets for critical alerts, taking corrective actions by processing the Incident Tickets, proactive adjustment to relevant parameters to avoid further issues and request involvement of Product Support when necessary.
- f) **Proactive Services for customer specific application:** The Successful Bidder has to provide different levels of support to help the Key users meet the needs of specific business focus.

(iii) **SCHEDULE OF REQUIREMENTS:**

The skills needed, Qualification and Experience for Resources to be provided by the Service Provider are as follows:

Resources, Skills needed, Qualification and Experience for AMS of AP Transco
SAP Application (ONSITE)

Sl. No.	Module/Business Process	Resources needed	Skills Needed	Qualification	Experience
1	Material Management (MM), Plant Maintenance (PM), Project Systems(PS), Sales & Distribution(SD), QM, Human Capital Management(HCM), Finance & Controlling (FICO), GRC/Basis, BW/BOBJ, PI/PO	3 No. Functional Consultants	i) Extensive knowledge in their respective Modules, SAP Tables, ii) Knowledge in ABAP & WRICEF objects iii) Preparation of Functional specification, iv) Troubleshooting in integration of modules, Root Cause Analysis skills etc	Any Degree	5 Years

2	ABAP Programming, Web Dynpro, SAP Fiori & SAPUI5	3 Nos. Technical Consultants	(i) ABAP Coding skills (ii) Skills in Web Dynpro, customization of SAP Fiori Apps & SAPUI5 Framework Apps	Any Degree	5 Years
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Note:

1. The Successful Bidder has to arrange 6 Nos. Consultants (i.e. 3 Nos. Functional Consultants and 3 Nos. Technical Consultants onsite. As per the requirement of APTransco, the functional consultants must be arranged for any of the Modules mentioned at S.No.1 in the above Table. The Functional Consultants with knowledge in multiple modules are preferable. The modules for which the Functional consultants are not provided ONSITE, support should be provided offsite as per need, for which no additional payment will be done.
2. The extension of the contract for 2nd and 3rd years will be based on the previous years' Performance of the Bidder.
3. The Successful Bidder may designate any of the Functional Consultants as Project Manager to coordinate all Application Management Services performed by the Successful Bidder and co-ordinate with APTransco's Project Manager.
4. The defined resources should be maintained throughout the period of contract.
5. The Selected Bidder should deploy the justifiable human resources with professional skills who can fulfill all the requirements as necessary for executing the Contract.
6. The Technical Consultants (ABAP Programmers) should provide and maintain coding standards and quality to ensure coding readability, performance and sustainability.

(I) Qualification of the Bidder:

- a. The Bidder/Agency should have 3 Years experience in providing AMS Services.
- b. The Bidder/Agency Should handle AMS projects of 3 Companies with minimum 300 employees in each company.
- c. The Bidders should be a registered under Indian Companies Act 1956/2013.
- d. The Bidder has to submit the experience certificates of the Resources to be deployed along with the bid.

- e. Financial Turnover during any one year of the last Two years should have been equal or more than the estimated contracted value.
- f. The Bidder shall handle at least 1 Customer with 100 Crore Turnover.

(II) Service Level Agreement(SLA):

A. Ticket and Ticket Priorities:

- a. A Ticket is the format to document any support Request addressed by APTransco to the Successful Bidder which shall be registered in the Issue tracker. The Successful Bidder should maintain the Issue tracker which should contain detailed information like Ticket ID, priority, application, service category, status on Tickets. Each Ticket is given a number at the point of time it is created. The Ticket number will be the single reference to the Request raised.
- b. The following priority levels (Ticket Priorities) apply to all Tickets (such priority to be assigned by APTransco and may be re-assigned by Successful Bidder based on the criteria below and acting reasonably):
 - **Priority1-Very High:** Very high impact on normal business process and Core business process cannot be carried out. A workaround is not available. The Incident requires immediate processing because the malfunction may cause serious losses.
 - **Priority2-High:** Normal business transactions are seriously affected. Necessary tasks cannot be performed. Multiple users are affected. The Incident is to be processed as soon as possible because a continuing malfunction can seriously disrupt the entire productive business flow.
 - **Priority3-Medium:** Normal business transactions are affected. Small number or group of users are directly affected.
 - **Priority4-Low:** The problem reported has little or no effect on normal business processes. This priority is also used for any other Service Request.

Note: All registered tickets in the Issue Tracker should be attended and cleared by the

end of the Yearly contract period.

B. Initial Reaction Time:

Initial Reaction Time (IRT)” means the amount of time (e.g. in hours or minutes) between the receipt of a support Ticket (time stamp of Ticket status “open”) and the first action taken by the support person (time stamp of Ticket status “in process”) to respond to an Incident or process a Service or Change Request”.

AMS Ticket Priority	Service Level-Initial Reaction Time
Priority Very High (only applicable for PRD)	20 min
Priority High	2 Hours
Priority Medium	4 Hours
Priority Low	Business Day

Note: Very High Priority tickets should be resolved within 12 Hours.

VI. Escalation Matrix:

The Successful Bidder should provide, Contact Numbers, Escalation Matrix of dedicated support team at the time of starting of the Contract/Agreement. The functional consultants, preferably having work experience in the Power Sector, may be provided.

VII. Business Hours and Business Days:

APTransco’s Business Hours are 10:00 AM to 5:30PM.

APTransco’s Business days are Monday to Saturday/As per APTransco Calender.

In exceptional cases, the team will have to work beyond normal working hours as well as on holidays.

VIII. Service Reporting

The Successful Bidder shall create a monthly report providing APTransco with information about the services provided in the previous month. The report shall be made available online via Issue Tracker for the last reporting month and as downloadable PDF document for last 12 reporting months and will include the



following information in the respective reporting period:

- a. Overview of the supported IT solution in scope of the services provided.
- b. Management Summary / Recommendations for continuous improvement.
- c. Total number of Tickets received including break down per service category, per priority, per location, per application.
- d. Total number of completed / not completed Tickets including break down per application.
- e. Total efforts for Tickets processed per month and accumulated over last 12 months (including break down per application and service category).

IX. Location of Services required:

- APTransco, Vidyut Soudha, Vijayawada.

X. Supported Systems:

System Name/Tier No.	Tier Type
ECC	PRD,DEV,QAS
PI	As applicable

XI. Knowledge Transfer:

- a. Initially at the start of the contract, Knowledge Transfer phase will be for 3-7 days for all the modules as per requirement, from AP Transco to Successful Bidder.
- b. The Functional consultant who undergoes Knowledge Transfer shall preferably be continued until the completion of contract period.
- c. No extra amount will be paid by AP Transco for Knowledge Transfer.
- d. Knowledge Transfer along with proper documentation should be done for all the developments done at the end of contract period from Successful Bidder to the core team of AP Transco.

XII. APTransco's responsibilities:

- a. APTransco will provide reasonable and sufficient information of its business processes in order for Successful Bidder to perform its responsibilities.
- b. Tickets will be raised by APTransco Core team to the Successful Bidder detailing the request in the Issue Tracker Portal.
- c. APTransco will ensure that the Successful Bidder has access to the supported systems within APTransco's IT solution.
- d. APTransco shall not pay any travel expenses, local conveyance, food or any other expenses.

TERMS & CONDITIONS

I) General Terms & Conditions:

- a. Resources shall work at the office premises of APTRANSCO and work as per requirements of APTRANSCO.
- b. Resources shall follow working days as per APTRANSCO Calendar.
- c. Resources shall follow working hours of APTRANSCO.

- d. The Team should provide 24/7 support as per the APTRANSCO Rules and Regulations.
- e. Only one dayCasual leave is permissible for a resource person per month. Any resource wishing to avail leave can do so only with prior permission and intimation to the Project Manager of APTransco.
- f. A replacement with similar skill set to be provided in case of continuous absence of any member for more than 1 week.
- g. The Bidder shall submit work reports at the end of the month.
- h. The resources positioned at APTRANSCO will not be changed without the permission of the client. Any member leaving the organization shall be permitted after suitable replacement is provided after taking the concurrence of APTRANSCO and after ensuring due knowledge transfer to the new member.
- i. The Bidder has to arrange Computer/Laptop to all the Resources deployed at APTransco. APTransco shall provide infrastructure facility such as seating, Power supply, Internet, VPN.
- j. The resources sponsored to the APTRANSCO should maintain strict confidentiality of the Departmental issues and procedures.
- k. The Bidder does not have any right on the source code for the developed/maintained/customized software. The Source Code of all the software lies strictly with the APTRANSCO.
- l. As per the requirement, APTRANSCO may decide to increase or decrease the staff within contract quantity or obligation.
- m. The prices accepted in the Schedule of work will be applicable if APTRANSCO requests for any additional resources during the agreement period.
- n. Responsibility for correctness of the information submitted in on-line 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.
- o. The bidder and the deployed consultants should enter Software Non-Disclosure Agreement(NDA) with APTransco in the prescribed proforma

II) Penalty for delay in service:

1. The timeframe mentioned vide point (IV) i.e Initial reaction Time under Scope of Work for each priority issues and solving the issues in the contract will be deemed to be the essence of the contract. Subject to force majeure Clause, if the Successful Bidder fails to deliver the services within the period(s) specified in the contract, the APTRANSCO will, without prejudice to its other remedies under the contract, will levy penalties as mentioned below. However, all the penalties indicated are at the discretion of the Chief Engineer/Telecom&IT/Vidyut Soudha/ APTranSCO.
2. In case, the Successful Bidder fails to start the contract within the stipulated time, the Bid Security/EMD will be forfeited.
3. All the tickets raised in each month should be attended promptly as per Initial Reaction Time (IRT) and closed with apt solutions.
4. The performance evaluation will be done quarterly and penalty amount will be levied and deducted from every quarter's last month bill. If the number of unattended tickets are more than 10% of the tickets raised in a specific quarter, penalty@0.5% on the total invoice amounts of the quarter will be levied.
5. The performance evaluation will be done quarterly and penalty will be levied and deducted from every quarter's last month bill. All the attended tickets should go through the Development and testing status, if the number of such developments in testing stage are less than 90% of the total in a quarter, a penalty of 0.5% on the total Invoice amount for that quarter will be levied.
6. Penalty of 0.5% of the Contract value will be levied if there are unattended/unresolved tickets at the end of the Year in addition to the quarterly penalties levied.
7. One(1) day casual Leave per month per Resource is allowed.If the resource has not availed the permitted leave of 1 day per month, carryforward of only upto 2 leaves is allowed.Amount for the absence period of the Resource beyond the permitted leave of 1 day per month and 2 carryforward leaves, if any, will not be paid. If the bidder fails to provide any Resource even after 1 week, penalty of 0.5% per week on the total cost of the Resource per annum will be levied subject to a maximum of 5% of the total Contract value.

III) Payment:

APTRANSCO will arrange 100% payment on monthly basis to Successful Bidder

within 45 days of the Invoice to Bank account of the Successful Bidder.

PRICE SCHEDULE:

S.No	Resource Type	Quantity	Basic Price in Rs. for 1 st year	Basic Price in Rs. for 2 nd year	Basic Price in Rs. for 3rd year	Total Basic Price in Rs.
1	Functional Consultant-1	1				
2	Functional Consultant-2	1				
3	Functional Consultant-3	1				
4	Technical Consultant-1	1				
5	Technical Consultant-2	1				
6	Technical Consultant-3	1				
GST @ 18%						
Total amount in Rs.						

Rate in words:

Note:

1. Prices shall be quoted on Firm basis.
2. The Bidder should quote only the Price in Indian Rupees.
3. Price exclusive of all taxes may be quoted.
4. The Rate quoted in the Price Schedule, will be considered for evaluation of the Tender.
5. APTransco would be entitled to deduct TDS as applicable while making payments.
6. Prices shall be same for any Location change within Andhra Pradesh.
7. No separate charges such as EPF, Conveyance, Lodging & Boarding, Supervisory services etc will be paid by APTransco.

8. There shall be no escalation in the prices once they are fixed by APTransco and the Successful Bidder.

Volume-II BID

1. Eligibility Criteria for AMS Provider/Bidder

(A) Technical BID:

- a. The Bidder/Agency should have 3 Years experience in providing AMS Services.
- b. The Bidder/Agency should have handled AMS projects of 3 Companies with minimum 300 employees in each company.
- c. The Bidders should be a registered under Indian Companies Act 1956/2013.
- d. Financial Turnover during any one year of the last Two years should have been equal or more than the estimated contracted value.
- e. The Bidder should have handled at least 1 Customer with 100 Crore Turnover.

(B) Qualification for IT Professionals/Resources:

The Bidder has to submit the experience certificates of the Resources to be deployed along with the bid.

(C) Financial:

Financial turnover during any one year of the last two years should have been equal or more than the estimated contract value. (The bidder is required to furnish the Financial Turnover of last two years).

If any bidder does not fulfil the above(A),(B)and(C),his BID will be disqualified.

2. Qualification Requirement of Technical Resources/Software Professionals:

Resources, Skills needed, Qualification and Experience for AMS of APTransco SAP Application (ONSITE)

Sl.No.	Module/Business Process	Resources needed	Skills Needed	Qualification	Experience
1	Material Management (MM), Plant Maintenance (PM), Project Systems(PS), Sales & Distribution(SD),QM, Human Capital Management(HCM), Finance & Controlling (FICO), GRC/Basis, BW/BOBJ, PI/PO	3 No. Functional Consultants	v)Extensive knowledge in their respective Modules, SAP Tables, vi)Knowledge in ABAP & WRICEF objects vii)Preparation of Functional specification, viii) Troubleshooting in integration of modules, Root Cause Analysis skills etc	Any Degree	5 Years
2	ABAP Programming, Web Dynpro, SAP Fiori & SAPUI5	3 Nos. Technical Consultants	(iii) ABAP Coding skills (iv)Skills in Web Dynpro, customization of SAP Fiori Apps & SAPUI5 Framework Apps	Any Degree	5 Years

Note

- i. Prices shall be quoted on Firm basis.
- ii. Prices shall be same for any where in Andhra Pradesh.
- iii. The AMS Provider deemed to have included the charges for supervisory services, EPF and Conveyance charges, lodging and boarding charges, if quoted the same is not payable.
- iv. The Prices shall be quoted exclusive of taxes i.e. GST. GST etc., will be paid by APTRANSCO as applicable.
- v. Responsibility for correctness of the information submitted in 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.

2.1 Schedule of Requirements:

Sl. No	SAC	Description	Destination
1.	998314T	Providing Onsite SAP Application Management Services for AP Transco for a period of Three years	APTRANSCO, Head Quarters

3. Officer Inviting Bids : Chief Engineer / Telecom & IT, APTRANSCO

4. Address : Ground Floor, Vidyut Soudha, Gunadala, Vijayawada-520004.

5. Contact Details : Phone : 0866-2429230.

6. Procedure for Submission of Bids:

a) The Bids 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 Bid notice. The intending bidders would be required to enroll themselves on the e-procurement market place www.tender.approcurement.gov.in. Those Agency who register themselves in the e-procurement market place can download the Bid 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. For enrolment and Registration APTS, 3rd Floor, R&B Building, MG Road, Labbipet, Vijayawada is to be contacted.

b) Intending bidders can contact Office of the Chief Engineer/Telecom & IT, APTRANSCO, Vidyut Soudha, Gunadala, Vijayawada for any clarification/information on any working day during working hours.

c) 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 Bid documents, displayed at e-market place. The bidders should invariably upload the statement showing the list of documents uploaded in the e-market place in support of their technical bid. The bidder should upload scanned copies of the certificates, documents etc as called for hereunder. The bidder shall upload all

the statements, documents, certificates duly signed by him, owning responsibility for their correctness/ authenticity.

d) Technical bid evaluation of the bidders would be done on the certificates/ documents furnished by the bidder against the qualification criteria.

e) The bidders shall invariably upload the scanned copy of bid security BG or 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 APTRANSCO.

2.2 The bidder shall invariably upload the following:

- i. Proof of documents in support of “Technical Bid ” requirement.
- ii. Documents in respect of Financial Turnover last two years. The bidder shall furnish original of all documents/ certificates/ statements uploaded by him whenever sought by the APTRANSCO.

The successful bidder shall furnish their company brochures, technical write-ups and printed Software providers if any.

2.3 The bidder shall furnish the declaration that:

1. They have not been blacklisted/ debarred by any department due to any reasons, as per the format enclosed.
2. They will agree to get disqualified themselves for any wrong declaration in respect of the above and get their Bid summarily rejected.
3. The softcopies uploaded by them are genuine.

Any incorrectness/ deviations noticed will be viewed seriously and apart from cancelling the contract, duly forfeiting the Bid security, criminal action will be initiated including suspension of business and/ or black listing.

2.4 General Terms & Conditions.

- i. Bids are invited on the e-procurement platform for the above-mentioned procurement from the firms eligible.
- ii. Bid security to be paid through RTGS/NEFT/DD payable at Vijayawada or Bank Guarantee, issued from any Nationalized/Scheduled Bank, Vijayawada to

be valid for a period of 60 days over and above the validity of bid i.e. **150** days from the date of bid opening or online money transfer through RTGS/ NEFT. Scanned copy of BG or receipt of online money transfer through RTGS/NEFT (or) DD towards Bid security shall be uploaded with the bids originals must be submitted by successful bidder to the Department through registered post/courier / in person before placing order. Pay orders/ Cheques as bid security are not accepted.

- iii. **Bid schedules :** Bid schedule can be downloaded free of cost from the web site tender.apecprocurement.gov.in
- iv. The bidder is subject to be disqualified, if he is found to have misled or furnished false information in the forms / Statements / Certificates submitted in proof of qualification requirements and any record of abandoning of work, not fulfilling contractual obligations in earlier contracts, inordinate delays in completion of works, litigation history, Financial failures or participating in the previous Bidding for the same work and quoting unreasonably high price.
- v. Even while execution of the contract, if it is found that the bidder had produced false/fake certificates of experience, he will be black listed and the contract will be terminated and his Bid security will be forfeited and contract will be carried through other agency at his cost and risk..
- vi. **a. Transaction fee:** The participating bidders have to pay transaction fee of 0.03% on Estimated Contract Value (ECV) with a cap of Rs 10000/- (Rupees ten thousands only) for all tenders with ECV upto Rs.50 Crores plus GST@18%, and Rs.25000/- (Rupees Twenty Five thousand only) plus GST @ 18% for tenders with Estimated Contract Value (ECV) above Rs.50.00 crores on line payment gateway with any master/visa credit card issued by any Bank and through net Banking facility (direct debit) with AXIS/ICICI or HDFC Banks at the time of bid submission. Submission is mandatory as per GOMs No.13. Payment of transaction fee through DD will not be accepted".
b. Corpus Fund: The successful bidder shall pay an amount equivalent to 0.04% of ECV (estimated contract value) with a cap of Rs.10,000 (Rupee ten thousand only) for all tenders with ECV up to Rs. 50 Crores and Rs.25000/- (Rupees Twenty Five thousand only) for tenders with ECV above Rs.50.00 crores on e-Procurement platform before entering into agreement/issue of purchase orders,

towards – Procurement fund in favour of Managing Director, APTS, Vijayawada through the Agreement authority.

vii. In case of discrepancy with Bid conditions in the Bid document and NIT, the condition in the Bid document prevails.

vii. **Note**

a. Any other condition regarding receipt of Bids in conventional method appearing in the Bid documents may please be treated as not applicable.

b. The AMS Provider is to upload the information preferably in Zip format. Improper uploading documents/certificates (i.e. not possible to download) shall not be taken into consideration.

c. The AMS Provider should upload the documents duly signing each and every paper

3. INSTRUCTIONS TO BIDDERS

The Chief Engineer / Telecom & IT, APTRANSCO invites bids one-platform in two parts for the Software providers and time specified in the NIT, and will be opened by(him)or his nominee at this Office on the date and time mentioned in the NIT.

- i) The intending Bidders would be required to e -procurement marketplace at www.tender.apecurement.gov.in
- ii) The Bids should be in the prescribed form invited one-procurement by the Chief Engineer/Telecom & IT, APTRANSCO, Vidyut Soudha, Gunadala, Vijayawada (as specified in NIT) that can be downloaded free of cost from the website www.tender.apecurement.gov.in
- iii) The dates stipulated in the Bid notice i.e. NIT are firm and under any circumstances they will not be relaxed unless officially extended.
- iv) The Bidder should upload scanned copies as specified in checklist and all enclosures required for the schedules and Appendices. Bidders should produce the originals of Bid Security and all other documents for verification if asked for by the Competent Authority within 3 (Three) days.
- v) Transaction fee : The Transaction fee at 0.03% on ECV (Estimated Contract

Value) in total against which the Bidder has offered his Bid with a cap of Rs.10,000/-for all procurements with ECV up to Rs.50.00 Crore and Rs.25,000/- for procurements with ECV above Rs.50.00 Crore and 18% on transaction fees as GST. Transaction Fee & other charges shall be paid by either Credit Card or Debit Card. The Payment Gateway accepts all Master and VISA credit cards issued by any bank to conduct the transaction. The facility is mandatory for all bidders.

- vi) The successful bidder shall pay an amount equivalent to 0.04% of Estimated Contract value against which contract is awarded with a cap of Rs.10,000/- (Rupees ten thousand only) for all software resource services with ECV up to Rs.50.00 Crore and Rs.25,000/- (Rupees Twenty Five thousand only) for software resource services with ECV above Rs.50.00 crore one-procurement platform before entering into agreement / issue of purchase orders, towardse-Procurement fund in favour of Managing Director, APTS, Vijayawada through the Agreement authority.
- vii) The successful Bidder is expected to complete the Provides within the time period specified in the NIT/ Schedule of Requirement.

4. Bidders/Firms in eligible to Bid

- i) A retired officer of the Govt. of AP or Govt. of India executing software resource services is disqualified from Bidding for a period of two years from the date of retirement without the prior permission of the Government.
- ii) The Bidder who has employed any retired officer as mentioned above shall be considered as an ineligible Bidder.
- iii) The AMS Provider himself or any of his employee is found to be Gazetted OfficerwhoretiredfromGovernmentServiceandhadnotobtainedpermission from the Government for accepting the AMS Provider's employment within a period of 2 years from the date of his retirement.
- iv) The AMS Provider or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the Bid or engagement in the AMS Provider's service.

- v) AMS Provider shall not be eligible to Bid for software resource services in AP Transco where any of his near relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineers and above on the Engineering side and Assistant Accounts Officer and above on the accounts side, Assistant Secretary and Above in P&G wing. The AMS Provider shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted /Non-Gazetted State Government Employees related to him. Failure to furnish such information Bidder is liable to be removed from the list of approved Agency and his contract is liable for cancellation.

Note: Near relatives include Sons, step sons, daughters, and step-daughters. Son-in-law, and daughter-in-law. Brother-in-law, and sister-in-law. Brothers and Sisters. Father and Mother. Wife/ Husband. Father-in-law and Mother-in-law Nephews, nieces, uncles and aunts Cousins and Any person residing with or dependent on the AMS Provider.

- vi) The companies which are blacklisted by any other utility and whose promotor's firms or companies were already blacklisted/debarred by any other utility, No work/contract/order will be awarded/placed to companies which are blacklisted by any other utility and whose promotor's firms of companies were already black listed/debarred by any other utility. Bidders have to furnish a declaration/under taking in this regard along with the bid. Bids without this declaration are liable for rejection.

5. Mandatory Requirements of the Bidders

- i) The Bidder shall furnish the following particulars in the formats provided online and supported documentary evidence shall be uploaded:
- ii) Bids from Joint Ventures/agents/consortiums are not acceptable.
- iii) The Bidders should full fill all the qualifying requirements of the technical bid for opening of the price bid.
- iv) Attested copies of documents relating to the Registration of the firm, Articles of Association, Commercial Tax Registration, Latest Income Tax Clearance

certificate / latest IT return and PAN number from IT Department etc.

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

- i) Furnished false / fabricated particulars in the forms, statements and/annexures submitted in proof of the qualification requirements and/or,
- ii) Not turned up for entering into agreement, when called upon within the time specified in the letter of acceptance,
- iii) Record of poor progress such as abandoning the software deliverable, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.,
- iv) Participated in the previous bidding for the same work and had quoted unreasonably high Bid percentage.
- v) A history of criminal record in which the Bidder is involved if any.
- vi) History of litigation with Govt. during the last 5 years in which the Bidder is involved.
- vii) Bidders should specifically indicate whether their firm has been banned/blacklisted/debarred by any Govt. department/undertaking or any power utility for non-performance/malpractice or due to any reason. Bids of bidders who are banned/black-listed/debarred will be treated as non-responsive.

5.2 One Bid per Bidder

Each Bidder shall submit only one Bid. A Bidder who submits more than one Bid will cause dis-qualification of all the Bids submitted by the Bidder.

5.3 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid and the Bid inviting authority will in no case be responsible and liable for those costs.

5.4 Clarification of Bidding Documents

Clarification of Bidding Documents: A prospective Bidder requiring any clarification of

the bidding documents may notify the APTRANSCO in writing or by fax at the APTRANSCO's address. The APTRANSCO will respond in writing to any request for clarification of the bidding documents, which it receives no later than fifteen (6) days prior to the deadline for the submission of bids. Written copies of APTRANSCO's response (including an explanation of the query but without identifying the source of inquiry) will be put on e-procurement platform/ website of the APTRANSCO.

6. Amendment to Bidding Documents

At any time prior to the deadline for submission of bids, the APTRANSCO, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

All such amendments also would be made available on the e-procurement platform/ website of APTRANSCO and such amendments will be binding on the respective Bidders.

In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the APTRANSCO, at its discretion, may extend the deadline for the submission of bids.

C.PREPARATION OF BIDS

7. Language of Bid

The bid prepared by the Bidder including all correspondence and documents relating to the bid exchanged by the Bidder and the APTRANSCO, will be in English.

7.1. Cost Associated with Bidding

The Bidder will bear all costs associated with the preparation and submission of its bid, and the APTRANSCO, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- i) Bidders have to pay a transaction fee @ 0.03% of ECV (Estimated Contract Value) with a cap of Rs.10,000/- for all Software Professional Resources with ECV up to Rs.50.00Crore and Rs.25,000/- for Software Professional Resources with ECV above Rs.50.00 Crore, at the time of bid submission electronically.
- ii) Transaction Fee & other charges shall be paid by either Credit Card or Debit Card.

- iii) Bidders have to pay 'GST' as levied by Government of India on transaction fee, Electronic payment gateway charges.
- iv) Successful bidders shall pay another 0.04% of ECV to APTS towards e-procurement fund. Bidders shall obtain digital certificates from APTS.

8. Documents Constituting the Bid

a) The Bid comprises the following.

- (i) Technical Bid
- (ii) Price Bid

[Available online at www.tender.apecurement.gov.in]

- (iii) Qualification information and supporting documents

[to be uploaded by the Bidder]

Documentary Evidence Establishing the bidder's eligibility as per Article-II.

The Bidder should submit the technical and commercial bids in complete form without any deviations on e-procurement platform.

9. Bid Prices

The prices quoted shall be FIRM.

10. Variable prices & Price Variation is not applicable.

11. Taxes

11.1 The prices are to be quoted exclusive of GST and GST will be paid as applicable by APTRANSCO. For the purpose of evaluation, the bidder should clearly indicate the IGST (in case of local AMS Provider's applicable CGST+SGST) and any other taxes and levies payable in the respective columns provided in the Commercial form on e-procurement platform. Failure to furnish the details as prescribed in the price schedule will be loaded as indicated in the evaluation criteria.

11.2 If the rates of statutory levies assumed by the Bidder are less than the actual rates prevailing at the time of bidding, the APTRANSCO will not be responsible for such errors. If the rates of statutory levies assumed by the Bidder are later proved to be higher than the actual/ correct rates prevailing at the time of bidding, the difference will be passed on to the credit of the APTRANSCO.

12. Statutory Variations

- (i) Any variation up or down in statutory levy or new levies introduced after Tender calling date under this specification will be to the account of APTRANSCO, provided that in cases where delivery schedule is not adhered to by the AMS Provider and there are upward variation/revision after the agreed delivered date, the AMS Provider will bear the impact of such levies and if there is downward variation / revision the APTRANSCO will be given credit to that extent.
- (ii) In cases where the bidder assumes less tax rates and become lowest, upward variation of taxes will not be considered. In case of the bought out that SAP AM Services for AP Transco for which the prices are quoted all-inclusive of taxes, statutory variation shall not be applicable.

13. Bid Currencies

Prices will be quoted in Indian Rupees; and will be paid in Indian Rupees Only.

14. Quantity to quote

- (i) Bidders shall quote 100% of the quantity indicated in the “Schedule of requirements” in the bid specification.
- (ii) Offers less than the prescribed quantity are liable for rejection.

15. Bid Security

15.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section –I(NIT). Bid security @2% on one year estimated value of work shall be enclosed along with the tender. The bidders may furnish a scanned copy of B.G. as per the proforma attached or receipt of online money transfer through NEFT / RTGS (or) DD from any Nationalized/Scheduled Bank in favor of Pay Officer/AP Transco/ Vidyut Soudha /Vijayawada and shall cover a period of 60 days over and above the period of Bid validity from the date of Bid opening. The scanned copy of BG or receipt of on line money transfer through NEFT / RTGS (or) DD should invariably uploaded along with the bids.

15.2 Existing permanent bid security and existing exemptions for bid security have been withdrawn hence will not be accepted.

15.3 Submission of bid security by way of cheque, cash, money order, call deposit, existing permanent bid security and existing exemptions for bid security will not be accepted and will be considered as disqualification.

15.4 Requests for exemption from payment of bid security will not be entertained in any other cases.

15.5 Any bid not secured as above will be rejected by the APTRANSCO.

15.6 The successful bidder's bid security original shall be furnished before placing of order and the same will be discharged after the award of contract and acceptance of performance security.

15.7 The Bid Security may be forfeited.

(a) If a Bidder

i) Withdraws its bid or alters its prices during the period of bid validity specified by the Bidder, or

ii) Does not accept the correction of errors pursuant to Clause No.26.2; or

iii) Offers post Bid rebates, revisions or deviations in quoted prices and/or conditions or any such offers which will give a benefit to the Bidder over others will not only be rejected outright but the original Bid itself will get disqualified on this account and the Bidder's BID SECURITY will be forfeited.

(b) In the case of a successful Bidder, if the Bidder fails

(i) To sign the contract in accordance with Clause No.4 of Contract section.

(i) To furnish performance security in accordance with Clause No.5(A) of Contract section.

15.8 Bids without Bid Security will be rejected and bidder will run the risk of being banned.

16. Period of Validity of Bids

16.1 Bids will remain valid for the period of ninety (90) days from the date of bid opening prescribed by the APTRANSCO. A bid valid for a shorter period will be rejected.

16.2 In exceptional circumstances, the APTRANSCO may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to will be made in writing (or by Fax). The Bid Security Bank Guarantee provided under Clause No.15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security.

17. Tax Clearance Certificates

17.1 Copies of Income Tax, Sales Tax and Turnover Tax certificates for the latest period from the appropriate authority will invariably be enclosed to the bid. In the case of proprietary or partnership firm it will be necessary to produce the certificate/ certificates for the proprietor or proprietors and for each of the partners as the case may be. If the Bidder has already produced the certificate during the calendar year in which the bid is made, it will be sufficient, if particulars are given.

D.SUBMISSION OF BIDS

18. Procedure for Submission of Bids

18.1 Bids should be in the prescribed form, which can be obtained from ‘e-procurement’ platform from the date of electronic publication upto the time and date indicated in the Bid notice. The intending bidders would be required to enroll themselves on the ‘e-procurement’ market-place www.tender.apetrocurement.gov.in those bidders who register themselves in the ‘e-procurement’ market place can download the Bid specification and the Bid 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.

18.2 Intending bidders can contact office of the Chief Engineer/Telecom & IT APTRANSCO, Vidyut Soudha, Vijayawada for any clarification/ information on any working day during working hours.

18.3 The bidders who are desirous of participating in “e-procurement” shall submit their technical bids, price bids etc., in the standard formats prescribed in the Bid documents, displayed at “e” 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.

_____ If any bidder uploads the Bid without paying Bid security, he will be blacklisted.

Similarly, if any of the certificates, documents etc., furnished by the Bidder are found to be false/fabricated/bogus, the Bidder will be blacklisted and bid security forfeited.

19. The Bidder will invariably complete the Bid in full.

20. Telegraphic quotations and quotations by fax will not be entertained under any circumstances. Clarification, amplifications, and / or any other correspondence from the Bidder subsequent to the opening of bid will not be entertained.

The Bidders are advised to ensure that their bids are uploaded in complete shape at the first instance itself.

21 Deadline for Submission of Bids

The APTRANSCO may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the APTRANSCO and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

22. Modification and Withdrawal of Bids

- (i) No bid may be modified after the deadline for submission of bids.
- (ii) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified.

Withdrawal of a bid during this interval may result in the forfeiture of its Bid Security.

E.OPENING AND EVALUATION OF BIDS

23. Opening of Bids by the APTRANSCO

23.1 The APTRANSCO will open all the Technical bids meeting above criteria. In case the Technical and Financial requirements are found to be adequate those Price Bids will be opened.

23.2 If the Technical & Financial requirements are found to be inadequate, the 'Price Bid' of such unqualified Bidders will not be opened.

24. Clarification of Bids

24.1 During evaluation of the bids, the APTRANSCO may, at its discretion, ask

the Bidder for a clarification of its Bid. The request for clarification and the response will be in writing, and no change in the prices or substance of the bid will be sought, offered, or permitted.

24.2 “No clarifications shall be asked/ entertained regarding Qualification Requirements (Software deliverables, Performance and Financial Turnover). Tenders shall be evaluated with uploaded documents only in the e-procurement website”.

25. Preliminary Examination

25.1 The APTRANSCO will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

25.2 The APTRANSCO may waive any minor informality, nonconformity, or irregularity in bid which does not constitute a software professional deviation, provided such waiver doesn't prejudice or affect the relative ranking of any Bidder.

25.3 Prior to the detailed evaluation, the APTRANSCO will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without software professional deviations.

Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, and Taxes and Duties will be deemed to be a software professional deviation. The APTRANSCO's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

25.4 If a bid is not substantially responsive, it will be rejected by the APTRANSCO and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

26. Evaluation and Comparison of Bids

26.1 The APTRANSCO will evaluate and compare the Technical & Financial

Turnover (Part-I), which have been determined to be substantially responsive. In case the Technical & Financial requirements are found to be adequate such bids will be qualified and the respective Price Bids of the qualified bidders will be opened subsequently.

26.2 The APTRANSCO's evaluation of a bid will take into consideration one or more of the following factors.

a) All the bids, which are opened and considered for evaluation, will be checked for qualification requirements in respect of technical and commercial aspects. Such of the bids, which do not meet the qualification requirements, will not be evaluated further. The bid is to be checked for its conformity to the technical specification. If it does not meet the technical specification, the Bid will not be evaluated further. However, if in the opinion of the APTRANSCO the bidder has offered Software Professional Resources better than the technical specification the same will be considered.

b) The bid will be rejected for the following reasons:

1. Not in the prescribed form.
2. Insufficient bid security or no Proof of bid security.
3. The bidder is a vendor who is banned from further business transactions and the period of ban is still in force.

c) Further, the APTRANSCO will enquire from the bidder in writing for any clarification of the bid. The response of the bidder will also be in writing. However, no change in the prices or substance of the bid will be sought, offered or permitted.

d) Bids will be examined for completeness and for any computational errors.

e) Arithmetical errors will be rectified on the following basis.

- ❖ Where there is a discrepancy between the unit price and total price, the unit price will prevail and the total price will be corrected accordingly.
- ❖ Where there is a discrepancy between words and figures, the amount in figures will prevail.
- ❖ If there is a discrepancy between the soft copy and the hard copy, the soft copy will prevail.
- ❖ Failure on the part of the bidder to agree to the above corrections will result in rejection of his offer and forfeiture of his bid security.

f) It will be ensured that the required sureties have been furnished and that the documents have been properly signed.

g) The APTRANSCO's evaluation of a bid shall take into consideration one or more of

The following factors

- i) Deviations in payment schedule from that specified in the general terms and conditions of the contract and technical deviations.
 - ii) The performance and productivity of the Functional & Technical Consultants offered;
 - iii) The experience certificate of Functional & Technical Consultants with five(5) years or above is only considered for evaluation.
 - iv) The Price Bid uploaded in e-procurement portal will only be evaluated.
 - v) However APTRANSCO has the discretion to select the bidder based on individual resource or Total Resources in schedule of requirement based on L1 (Lowest Bidder).
- h) In addition to the APTRANSCO's evaluation of a bid will take into account the net landed cost of the **SAP AM Services**, For the purpose of evaluation net landed cost is arrived at by adding all elements of the basic price, allowable discount, GST & any other levies, as quoted by the bidder.
- i) In addition any variation up or down in taxes / new levies introduced subsequent to bid opening and before award will be considered.
- j) The following criteria will be adopted for taxes
- i) It is the responsibility of the bidder to quote all taxes correctly without leaving any column unfilled. Where taxes are not applicable the bidder should enter "NA". If no tax is leviable the same may be entered as "NIL". If any column is left blank or filled vaguely like "as applicable", the same will be loaded with the maximum of the other eligible Bids.
 - ii) Where there is an exemption of GST, the documentary evidence to that effect will be enclosed by the AMS Provider.
- k) The bidders for SAP AM Services for APTRANSCO shall invariably possess the TIN No. and PAN No. and the same should be furnished for the bids above Rs.5.00 lakhs.
- l) Prior to detailed evaluation, the responsiveness of each bid will be determined. A substantially responsive bid is one that conforms to all the terms and conditions of the bidding documents without deviations. For this purpose, superscription, qualification requirement, bid security, validity, delivery, payment term, price schedule, taxes and duties will be deemed to be the critical provisions and deviations in any one of these items will be deemed to be a Bid deviation.

- m) The APTRANSCO will waive any minor informality, non-conformity or irregularity in the bid which does not constitute a software professional deviation, provided such waiver does not affect the relative ranking of any bidder. The APTRANSCO will clearly indicate in the bid specification the methodology for evaluation of bids.
- i. Bid price, which will include all,
 - ii. Deviations in payment schedule from that specified in the general terms and conditions of the contract.
 - iii. Other specific criteria indicated in the Bid Specification.
27. It is the responsibility of the bidder to quote all Taxes correctly without leaving any column unfilled. Where not applicable the column may be filled as “NA”. If noisleviablethesamemaybefilledas“NIL”.Ifanycolumnisleftblankthesame is loaded with maximum of other eligible Bids.
28. Any statutory variations of taxes and new levies imposed after opening of the bid and before award of the contract will be taken into consideration.
29. Selection of Tenderer among the lowest & equally quoted tenderers will be in the following order:
- a) The tenderer whose previous executed value of similar works in any one financial year of last five financial years (2020-21,2021-22,2022-23, 2023-24 and 2024-25) is higher will be selected.
 - b) In case the above is also same the tenderer whose annual turnover is more will be preferred.
 - c) In case the above two conditions also similar the successful bidder will be decided through lottery.
30. It is the sole discretion of APTRANSCO to award the work to any bidder; mere becoming of L1 (Lowest quoted) bidder does not automatically entitle any rights onanybidderforwardofcontract.TheAPTRANSCOreservestherighttoreject any bid / bids on account of past performance in the earlier awarded works at any stage of evaluation of bids.
- 31. Contacting the APTRANSCO.**
From the time of the bid opening to the time of contract award, if any Bidder wishes

to contact the APTRANSCO on any matter related to the bid, it should do so in writing.

Any effort by a Bidder to influence the APTRANSCO in its decisions on bid evaluation, bid comparison, or contract award will result in the rejection of the Bidder's bid.

32. Award of Contract

The APTRANSCO will award the contract to the successful Bidder / Bidders whose bid has / have been found technically qualified as per the Tender conditions and whose bid is lowest. However, it is not binding on APTRANSCO to accept the lowest or any other bid. It reserves the right to place orders on different bidders. In the opinion of the APTRANSCO in case it is undesirable to depend on one or more AMS Providers quantity may be distributed among two or more AMS Providers adopting the same price.

33. APTRANSCO's Right to Vary Quantities at the Time of Award

The APTRANSCO reserves the right at the time of contract award to increase or decrease the quantity of Software professionals/Resources originally specified in the 'Schedule of Requirements' as per the provisions of APTRANSCO purchase.

34. APTRANSCO's Right to Accept Any Bid and to Reject Any or All Bids

The APTRANSCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.. The APTRANSCO will inform the affected bidder/bidders of its reasons.

35. Notification of Award.

35.1 Prior to the expiration of the period of bid validity, the APTRANSCO will notify the Successful Bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.

35.2 This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the Corporation(APTransco) will pay the Contractor in consideration of the execution and completion of the Works by

the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Amount”).

35.3 The notification of award will constitute the formation of the Contract..

35.4 Upon the successful Bidder's furnishing of the performance security, the APTRANSCO enters into contract with successful Bidder/ Bidders. The APTRANSCO will notify each unsuccessful Bidder and will discharge its Bid Security.

35.5 The AMS Provider will have to predefine the Bank Account details after receipt of LOI and before entering into contract for electronic transfer of payment.

BID SECURITY FORM

Whereas....., (hereinafter called “the Bidder”) has submitted its Bid dated (date of submission of bid) for the providing..... (name and / or description of the SAP Application Management Services of APTRANSCO (onsite) / equipment) (hereinafter called “the Bid”). WE.....(name of bank) having our registered office at.....(address of bank)(hereinafter called" the Bank"), are bound unto.(name of APTRANSCO) (hereinafter called" the APTRANSCO") in the sum of for which payment well and truly to be made to the said APTRANSCO, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 2020.

THE CONDITIONS of this obligation are:

1. If the Bidder

a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;

or

b) does not accept the correction of errors in accordance with the Bid Specification,

or

2. If the Bidder, having been notified of the acceptance of its bid by the APTRANSCO during the period of bid validity;

(a) Fails or refuses to furnish the Performance Security, in accordance with the Bid Specification.

(b) Fails or refuses to execute the Contract Form, if required; or

We undertake to pay the APTRANSCO up to the above amount upon receipt of its first written demand, without the APTRANSCO having to substantiate its demand, provided that in its demand the APTRANSCO will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including sixty(60)days after(Specification Date) the period of the bid validity, (i.e. Total period of 150 days after bid opening)and any demand in respect thereof should reach the Bank not later than the date....

.....
(Signature of the Bank)

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper.



PRICE BID FORM

SPECIFICATIONNO.:PMMTC2-e-06/2026

Sl. No.	Resource Type	Qty	Price In Rs. Per year	Total Amount for 3 years in Rs.
A	Functional Consultant 1 Material Management (MM), Plant Maintenance (PM), Project Systems(PS), Sales &Distribution(SD),QM, Human Capital Management(HCM), Finance & Controlling (FICO), GRC/Basis, BW/BOBJ, PI/PO) 5yrsExperience	One		
B	Functional Consultant2 Material Management (MM), Plant Maintenance (PM), Project Systems(PS), Sales &Distribution(SD), QM,Human Capital Management(HCM), Finance & Controlling (FICO), GRC/Basis, BW/BOBJ, PI/PO) 5yrsExperience	One		
C	Functional Consultant3 Material Management(MM), Plant Maintenance (PM),Project Systems(PS), Sales &Distribution(SD), QM,Human Capital Management(HCM), Finance & Controlling (FICO), GRC/Basis, BW/BOBJ, PI/PO) 5yrsExperience	One		

D	<p>Technical Consultant 1</p> <p>ABAP Programming, Web Dynpro SAP Fiori & SAPUI5 5yrsExperience</p>	One		
E	<p>Technical Consultant 2</p> <p>ABAP Programming, Web Dynpro SAP Fiori & SAPUI5 5yrsExperience</p>	One		
F	<p>Technical Consultant 3</p> <p>ABAP Programming, Web Dynpro SAP Fiori & SAPUI5 5yrsExperience</p>	One		
1	Total:	6nos		
2	Percentage Rate quoted below/at par/above the total Estimated contract value (Schedule A+B+C+D+E+F)			
	i) In Figures.....%			
	ii)In Words			
3	Applicable Taxes and Duties in Figuresand Percentage			



Note:

4	Total value of contract after loading the percentage rate quoted against Sl.No.2 above			
	i) In Figures%			
	ii) In Words			

1. Prices shall be quoted on a Firm basis.
2. The Bidder should quote only the Price in Indian Rupees.
3. The Prices shall be quoted exclusive of taxes i.e. GST. GST etc., will be paid by APTRANSCO as applicable.
4. The Annual rate for each year will be same
5. APTransco would be entitled to deduct TDS as applicable while making payments.
6. Prices shall be same for any location change within Andhra Pradesh.
7. The AMS Provider deemed to have included the charges for supervisory services, EPF and Conveyance charges, lodging and boarding charges of resources, if quoted the same is not payable.
8. There shall be no escalation in the prices once they are fixed by APTransco and the Successful Bidder.
9. Responsibility for correctness of the information submitted in on-line 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.

Very Important Note to Bidders

1. In case of discrepancy between the amount calculated by adopting the percentage rate quoted for Sl.No.2 (i) and amount quoted in Sl.No.2(ii) the percentage rate quoted in words in Sl.No.2(ii) shall govern.

2. In case of discrepancy between the amount calculated by adopting the percentage rate quoted for Sl. No. 4(i) and the amount quoted in Sl. No. 4(ii), the percentage rate quoted in words in Sl. No. 4(ii) shall govern.

3. DIFFERENCE IN e-PROCUREMENT LUMP SUM AMOUNT AND TOTAL OF THE SCHEDULES:

a) Where there is a discrepancy between the total lump sum rate quoted in the e-procurement platform web page and the total of the schedule submitted, the total lump sum rate quoted in the e-procurement platform will govern for deciding L1.

b) After evaluating the schedules of L1 by taking into consideration the words and figures and multiplication and totaling mistakes.

i) If the amount arrived is less than the e-procurement lumpsum amount, the lesser amount shall be taken for award of contract.

ii) If the amount arrived is more than the e-procurement lumpsum amount, the e-procurement lumpsum amount shall be taken for award of contract.

Signature of Bidder with seal

PERFORMANCE SECURITY FORM

To:(Name of APTRANSCO)

WHEREAS(Name of Software agency)

(herein after called " the AMS Provider ") has undertaken, in pursuance of Contract No dated , 2020 to provide the SAP Application Management Services of APTransco (on-site) (Description of work) (herein after called " the Contract ").

AND WHEREAS it has been stipulated by you in the said Contract that the AMS Provider will furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the AMS Provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the AMS Provider a Guarantee :

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the AMS Provider, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the AMS Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We ----- (Name of Bank)----- hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We ----- (Name of Bank) ----- further agree that any change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be irrevocable and unconditional and shall remain valid up to ---- -- (Date) ----- . If any further extension of this Guarantee is required, the same shall be extended to such required period (on receiving instructions from----- (Name of the Contractor)----- , on whose behalf this guarantee is issued).



Notwithstanding anything contained herein above

1. Our liability under this guarantee shall not exceed Rs. ----- (Rupees----- Only)
2. This Bank Guarantee is valid until the ----- (Date) -----
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before ----- (Date) ----- at ----- (Name and Address of the Bank) whereafter it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

Executed this on – ----- (Date) -----

Signature and Seal of Guarantors

.....
Date..... 2020.

.....
Address:.....
.....
.....

NOTE: This will be executed on a Rs.100/- non-judicial stamp paper by State Bank of India or its associated Banks/ Nationalized Banks acceptable to the APTRANSCO.

DECLARATION FORM

UNDERTAKING TO BE GIVEN BY THE COMPANY / PARTNERSHIP FIRM / SOFTWARE AGENCY ALONG WITH THE TENDER REGARDING RELATIVES

I, _____ representing the Company / Partnership Firm / Software Agency responding to the bid invitation by the APTRANSCO/APEPDCL/APSPDCL/APCPDCL/APGENCO vide Specification No. _____ hereby sincerely and solemnly affirm and state as follows:

(STRIKE OUT THAT WHICH IS NOT APPLICABLE)

(a) That myself or any of the representatives of my company / firm do not have any relatives as defined in the appended Annexure II in the APTRANSCO/DISCOM.

OR

(b) That the following officers / employees of the APTRANSCO / DISCOM are related to me and to the representatives of my company / firm and their status in the APTRANSCO / DISCOMS is as under:

Sl.No.	Name of the Officer Employee	Designation and Place of working	APTRANSCO / DISCOM	Relationship
1.				
2.				
3.				
4.				
5.				
6.				

It is certified that the information furnished above is true to the best of my knowledge and belief. It is hereby undertaken that in the event of any of the above information found to be false or incorrect at the later dated the APTRANSCO / DISCOM is entitled to terminate the contract / agreement entered into besides recovering damages as may be found necessary, with due notice.

Signature of the Authorized Representative

ANNEXURE-II

LIST OF RELATIVES

- | | |
|--------------------------------------|-------------------------------------|
| 1. Father | 14. Daughter's Husband |
| 2. Mother (including stepmother) | 15. Daughter's Son |
| 3. Son (including stepson) | 16. Daughter's Son's Wife |
| 4. Son's Wife | 17. Daughter's Daughter |
| 5. Daughter (including stepdaughter) | 18. Daughter's Daughter's Husband |
| 6. Father's Father | 19. Brother (including stepbrother) |
| 7. Father's Mother | 20. Brother's Wife |
| 8. Mother's Mother | 21. Sister (including stepsister) |
| 9. Mother's Father | 22. Sister's Husband |
| 10. Son's son | 23. Son's Wife's Father } and their |
| 11. Son's Son's Wife | 24. Son's Wife's Mother } Siblings |
| 12. Son's Daughter | 25. Daughter's Husband's Father |
| 13. Son's Daughter's Husband | 26. Daughter's Husband's Mother |

TENDER FORM
[To be submitted along with the Bid]

To

The Chief Engineer / Telecom & IT AP

Transco, Vidyut Soudha, Gunadala,

Vijayawada

Sir,

I / We hereby tender, if this tender be accepted, to undertake to execute the work of “ Providing Onsite Application Management Services (AMS) of SAP Application in AP Transco for a period of one year from the date of contract award ” as described in the specification of e-procurement portal of the Chief Engineer / Telecom & IT / AP Transco / Vidyut Soudha / Vijayawada with such variations by way of alterations or additions to and omissions from the said works and method of payment as provided for in the conditions of contract for the sum of Rs. /- (Rupees)

..
Only) 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 measurement at unit prices.

I / We agree to keep the offer in this tender valid for a period of 90 days from the date of opening of Price bid as specified in NIT 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 A.P. Transco.

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 specification and quantities and of the location wherever the said work is to be done and such investigation of the work required to be done and inspected the quarries 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 that I / We will not hereafter make any claim or demand upon the A.P.TRANSOCO 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.



I / We enclose herewith a demand draft drawn in favour of Pay Officer, APTRANSCO, Vidyut Soudha, Vijayawada – 520 004, on the Nationalized/Scheduled Bank payable at Vijayawada (or) B.G in favour of Chief Engineer/ Telecom & IT, APTRANSCO, Vidyut Soudha, Gunadala, Vijayawada-04foranamountofRs...../- (Rupees.....

.....only) towards Earnest Money which does not bear interest. If my / our tender is not accepted, this sum shall be returned to me / us on my/ our application when intimation is sent to me / us of rejection or at the expiration of 90 days or extended period from the date of this tender whichever is earlier.

I/We fully understand that on acceptance of my/our tender, the EMD paid by me / us at the time of tendering, shall be retained by the AP Transco as part of security deposit for the due fulfillment of this contract. If upon written intimation to me / us by the Chief Engineer / Telecom & IT, A.P.TRANSCO, I / We fail to attend the 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 Chief Engineer / Transmission of acceptance of my/our tender and if I / we fail to make the performance security deposit or to enter into the required agreement, then I / We agree to the forfeiture of the Earnest money. Any notice required to be served on me / us hereunder 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 shall if sent by post be deemed to have been served on me / us at the time when in due course of post, it would be delivered at the address to which it is sent.

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

I/we have filled up the percentage excess/at par/less over the ECV given in schedule as envisaged in the tender specification.

Yours faithfully,

TENDERER



TENDERER'S/CONTRACTOR'S CERTIFICATE

I/WE hereby declare that I/We have perused in detail and examined closely the Specification, all clauses of the specification with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the Transmission Corporation of Andhra Pradesh Limited (AP Transco).

I / WE certify that I / We have inspected the site of the work before quoting my bid.

I / WE am / are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.

I / WE hereby declare that I am / we are accepting to reject my tender in terms of condition, if my / our quoted value does not lie within the permissible limits.

I / WE hereby declare that I / We will not claim any price escalation.

I/We declare that I/WE will execute the work as per the 'Rate of Progress', and if I/WE fail to complete the work as per the above programme, I abide by the condition to recover penalty as per the tender conditions.

I / We declare that I / WE will abide for settlement of disputes as per the tender conditions.

TENDERER

BANK ACCOUNT DETAILS FOR RTGS

1. Name of the Bank:
2. Name of the Branch:
3. Branch code:
4. City:
5. Account No.:
6. MICR No.:
7. IFSC No.:
8. Income Tax PAN Number:
9. VAT Registration Number:
10. Date of VAT Registration:
11. Place of VAT Registration:

Signature of the Bidder

BANKERS CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. _____,
having their plant at _____ is our
customers and have satisfactory record of transactions. They are having the credit
limits of Rs. _____ Lakhs in our Bank.

Place:

Signature of the Manager

Date:

Name:

Bank address and Seal.

AMS PROVIDER’S BIDDING AUTHORISATION FORM

No. _____ dated

To

.....
.....
.....

Dear Sir,

SPECIFICATION No.

We (Name & complete Address) who are established and reputable SAP AMS Providers of _____ (Name & descriptions of Software professionals/ Resources offered) having factory at (address of factory) do hereby authorize (Full name and Designation) whose specimen signature is attested here under to submit the bid, and sign the contract with you for the above Software professionals Resources by us against the above Specification No.

Specimen Signature

Yours faithfully,

(Name)

(Name of the AMS Provider)

Note: This letter of authority should be on the letterhead of the SAP AMS Provider. It should be included by the Bidder in its bid.

The Bidder’s complete postal address and their factory complete postal address with phone and fax numbers shall be invariably mentioned in the above proforma.



**UNDERTAKING TO BE GIVEN BY THE COMPANY ALONG WITH THE
BID REGARDING BLACKLISTING/BANKING**

I, _____
_____ representing the Company responding to the
bid invitation by the APTRANSCO vide Specification No.
_____ hereby sincerely and solemnly affirm and state
as follows:

(a) We, _____ (Name of Company) or our
promoter's firm(s) have not been banned/ black-listed/debarred by any Govt.
Department/undertaking or Power Utility for non-performance or malpractice or due to
any reasons.

It is certified that the information furnished above is true to the best of my knowledge and belief.
It is hereby undertaken that in the event of any of the above information found to be false or
incorrect at the later dated, the APTRANSCO / DISCOM is entitled to terminate the contract /
agreement entered into besides recovering damages as may be found necessary, with due notice.

Signature of the Authorized Representative

CHECKLIST

The bidders shall invariably upload the information and records listed in the check list below one-procurement platform, and also confirm by marking Yes or No. The same shall have to be furnished either personally or through courier or by post in the stipulated time, if asked by the APTRANSCO.

1	Whether Original Bid Security BG or online money transfer through NEFT/RTGS separately uploaded?	Yes/No
2	Whether Transaction Fee is paid electronically or not. The copy of the receipt may be uploaded.	Yes/No
3	Whether Proof of Turnover signed by Auditors are uploaded	Yes/No
4	Whether Bankers certificate uploaded	Yes/No
5	Whether 'Declaration Form' uploaded	Yes/No
6	Whether uploaded the 'Price BID' Form as per the Specification?	Yes/No
7	Whether uploaded the undertaking informing that firm has not been banned/black listed/debarred by any Govt. Department / undertaking or any power utility for non-performance or malpractice?	Yes/No
8	Whether uploaded the experience details of technical and functional resources / Software Professionals.	Yes/No
8	Whether uploaded Previous executed projects details	Yes/No
10	Whether uploaded auditors reports / IT returns for the past three years in support of financial turnover.	Yes/No
11	Whether uploaded the Attested copies of documents relating to the Registration of the firm, Articles of Association, Commercial Tax Registration, along with PAN and GST certificate.	Yes/No
<p><i>The Bidder shall indicate that all the forms and enclosures indicated in the checklist furnished are complied with.</i></p>		
<p><i>SIGNATURE OF THE BIDDER</i></p>		

Volume-III
CONTRACT

A.INTRODUCTION.

1. Definitions

1.1 In this Contract, the following terms will be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the APTRANSCO and the AMS Provider, as recorded in the contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the AMS Provider under the Contract for the full and proper performance of its contractual obligations.
- c. "The AMS Provider" engaging technical resources is required to supply to the APTRANSCO under the Contract.
- d. "The Services" means providing Technical, Functional Resources/Software ProfessionalsaspertherequirementindicatedinVolume-1scope.
- e. AMS Provider, having represented to the APTRANSCO that they have the required infrastructures, professional skills, personnel and technical resources, has agreed to provide the services on the terms and conditions.
- f. "GCC" means the General Terms and Conditions of Contract contained in the section.
- g. " The APTRANSCO " means the organization engaging the AMS Provider Services.
- h. Vendor is an AMS Provider for providing Resources/Consultants Providers/Services.
- i. " The AMS Provider " means the firm arranging the SAP functional / technical Consultants/resources Services under this Contract.
- j. "Day" means calendar day.

2. Applicability

These General Terms and Conditions of the contract will apply to the extent that they are not superseded by provisions of Salient features of the Bid.

3(a)Standards.

The Resources/Software Professional Providers provided under this Contract will conform to the Standards mentioned in the Technical specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the Software providers.

3(b)Interchangeability

The functional & technical consultants positioned at APTRANSCO will not be changed without the permission of the client. Any member leaving the organization shall be permitted after suitable replacement is provided after taking the concurrence of APTRANSCO and after ensuring due knowledge transfer to the new member.

4. Signing of Contract.

The APTRANSCO notifies the successful Bidder that its bid has been accepted. Within 30 (thirty days)of receipt of notification of award of Contract, the successful Bidder will sign anddatethecontract.Failuretocomplywiththisstipulationwillentailcancellationofthe contract besides forfeiture of the bid security.

5. (A)Performance Security.

5.1 Within fifteen (15) days of receipt of notification of contract award, the successful Bidder will furnish to the APTRANSCO the performance security for an amount 10% of the contract value for proper fulfilment of the contract, which will include the warranty period, and completion of performance obligations including Warranty obligations.The Performance Security will cover 60days beyond the date of completion of performance obligations including Warranty obligations. In the event of any correction software professional during the period and the Performance Bank Guarantee for proportionate value will be extended 60 days over and above the extended warranty period.

5.2 The proceeds of the performance security will be payable to the APTRANSCO as compensation or any loss resulting from the AMS Provider's failure to complete its obligations under the Contract.

5.3 The performance security will be...

- (a) A Bank Guarantee issued by State Bank of India /Nationalized Banks acceptable to the APTRANSCO, in the form provided in the bidding documents.
- (b) A banker's cheque or crossed DD or Pay Order payable in favour of Pay officer, APTRANSCO, Vijayawada at the head quarter of the APTRANSCO in favour of the APTRANSCO drawn on any Nationalized Bank.

5.4 The performance security will be discharged by the APTRANSCO and returned to the AMS Provider not later than sixty (60) days after the expiry date of contract.

5.5 Failure of the successful Bidder to comply with the above requirement will entail cancellation of the award and forfeiture of the Bid Security.

5.6 In case where the performance security is not yet paid, the bid security will be forfeited and the balance to makeup the performance security deposit will be deducted from pending payments any due to the bidder from APTRANSCO on other orders. In addition the company will also become liable for black listed by APTRANSCO.

5.7 (B) Additional Security Deposit.

If the rate quoted by the bidder less than 10% of the APTRANSCO's total estimated cost will be considered as abnormally low rate. In the case of abnormally low quoted rates i.e. less than 10% additional security deposit (ASD) to be paid for the less percentage below 10% i.e. if the bidder quotes 20% below the total estimated cost then he has to pay ASD equivalent to 10% of the total estimated cost.

The Additional security may be made by Demand Draft on Nationalized/ State Bank of India payable at Vijayawada in favour of Pay officer, APTRANSCO, Vijayawada or by way of Bank Guarantee from a Nationalized / State Bank of India in favour of tender inviting authority covering a period of 2 months over and above the completion of SAP AMS of AP Transco.

5.8 All Bank Guarantees, which are executed in accordance with this specification, shall be on a stamp paper of value not less than Rs.100/- (Rupees one hundred

only). Bank Guarantee executed on the stamp paper of value less than Rs.100/- will not be accepted.

6 Corrupt or Fraudulent Practices.

It is essential that the APTRANSCO as well as Bidder AMS Provider for the purposes of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the APTRANSCO, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the APTRANSCO of the benefits of free and open competition;
- (iii) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

7 Use of Contract Documents and Information.

7.1 The AMS Provider will not, without the APTRANSCO's prior written consent, disclose the Contract, or any provision thereof, of any specification, plan, drawing or information furnished by or on behalf of the APTRANSCO in connection therewith, to any person other than a person employed by the AMS Provider in the performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for purposes of such performance.

7.2 The AMS Provider will not, without the APTRANSCO's prior written consent, make use of any document or information except for purposes of performing the Contract.

7.3 Any document, other than the Contract itself, will remain the property of the

APTRANSCO and will be returned (in all copies) to the APTRANSCO on completion of the AMS Provider's performance under the Contract if so required by the APTRANSCO.

7.4 The AMS Provider will permit the APTRANSCO or his authorized representative to inspect the AMS Provider's accounts and records relating to the performance of the AMS Provider and to have them audited by auditors appointed by the AMS Provider.

8 Places/Locations.

8.1 Particulars of site location to which the Software Professional Resources have to be supplied will be given to successful Bidders. However, it may please be noted that the destinations for providing software professionals will be anywhere in the state of Andhra Pradesh.

9 Deployment of Resources/Software Professionals.

9.1 Delivery of the Software Professionals / Resources will be made available by the AMS Provider in accordance with the terms specified in the contract.

9.2 Documents to be submitted by the AMS Provider are specified as under ... (i) They do not have any right on the source code for the developed/maintained/customized software. The Source Code of all the software lies strictly with the APTRANSCO. The APTRANSCO will receive the above documents soon after the dispatch of resources/software professionals and if not received, the AMS Provider will be responsible for any consequent expenses.

10. Insurance

The AMS Provider itself has to take care about Software Professional Resources/consultants liabilities like Insurance, Medical etc. APTRANSCO is nowhere concerned about any liabilities, as the prices quoted are "FIRM"

10.1 The Bidder shall

- a) Initiate and pursue insurance claim till settlement and
- b) Promptly arrange for replacement of any accidents in full irrespective of settlement of insurance claim by the underwriters.
- (c) All costs because of insurance liabilities covered under the contract will be to AMS Provider's account. The AMS Provider shall provide the APTRANSCO with a copy of all insurance policies and documents taken out by him in pursuance of 'Contract'. Such copies of documents shall be submitted to the APTRANSCO immediately after such insurance coverage. The AMS Provider shall also inform the APTRANSCO in writing at least sixty(60) days in advance, regarding the expiry, cancellation and /or change in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

The risks that are to be covered under the insurance shall be comprehensive and shall include but not limited to accident. The scope of such insurance shall cover the entire contract value.

11. Payment

- 1) APTRANSCO will arrange **100% payment on monthly prorata basis to the Successful AMS Provider within 45 days** to the bank account of the AMS Provider. The AMS Provider will have to predefine the Bank details while entering into contract. The AMS Provider will have to predefine the Bank Account details after receipt of LOI and before entering into contract for electronic transfer of payment.
- 2) The 100% payment mentioned above is subject to submission of performance security by the AMS Provider. The bank charges will be made to the account of the AMS Provider and charges will be recovered from the bill amount per each disbursement on LOA raised by unit offices.
- 3) The AMS Provider should invariably submit monthly attendance report and other documents, the APTRANSCO specifies as soon as dispatch is made so that they can be checked and approved well in advance.
- 4) The performance guarantee to be executed in accordance with this specification will be furnished on a stamp paper of value Rs.100/-. The Bank Guarantee will be extended if required suitably in accordance with the provisions of Clause No.39.

- 5) If the AMS Provider has received any overpayments by mistake or if any amounts are due to the APTRANSCO due to any other reason, when it is not possible to recover such amounts under the contract resulting out of this specification, the APTRANSCO reserves the right to collect the same from any other amount and / or Bank Guarantees given by the company due to or with the APTRANSCO.
- 6) When the AMS Provider does not at any time, fulfill his obligations in replacing of software professionals/resources in part or whole promptly to the satisfaction of the APTRANSCO Officers, the APTRANSCO reserves the right not to accept the bills against subsequent Software Professional Resources made by the AMS Provider and only the AMS Provider will be responsible for any demurrages or damage occurring to the consignments so dispatched.

12. Prices

Prices charged by the AMS Provider for services of consultants performed under the contract will not vary from the prices quoted by the AMS Provider in its bid, with the exception of any price adjustment authorized in the contract.

13. Change Orders

13.1 The APTRANSCO may at any time, by a written order given to the AMS Provider make changes within the general scope of the Contract in any one or more of the following:

- a) Maintaining, Developing, designs, or specifications, where Software Professional Resource services to be furnished under the Contract are to be specifically software delivered for the APTRANSCO;
- b) The Services to be provided by the AMS Provider.

14. Contract Amendments.

14.1 No variation in or modification of the terms of the Contract will be made except by written amendment by the APTRANSCO and accepted by the *AMS Provider*.

15. Assignment.

1. The AMS Provider will not assign, in whole or in part, its obligations to perform under this Contract, except with the APTRANSCO's prior written consent.

16. Delays in AMS Provider's Performance.

1. Delivery of the resources will be made by the AMS Provider in accordance with the time schedule prescribed by the APTRANSCO in the Schedule of Requirements.
2. If at any time during performance of the Contract, the AMS Provider should encounter conditions impeding timely delivery of the Software professionals Resources/ Consultants, the AMS Provider will promptly notify the APTRANSCO in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the AMS Provider's notice, the APTRANSCO will evaluate the situation and may at its discretion extend the AMS Provider's time for performance, with or without liquidated damages, in which case the extension will be ratified by the parties by amendment of the Contract.
3. Except as provided under force majeure clause a delay by the AMS Provider in the performance of its delivery obligations will render the AMS Provider liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

17. Penalty for delay in service:

17.1 The timeframe mentioned vide point (IV) i.e. Initial reaction Time under Scope of Work for each priority issues and solving the issues in the contract will be deemed to be the essence of the contract. Subject to force majeure Clause, if the Successful Bidder fails to deliver the services within the period(s) specified in the contract, the APTRANSCO will, without prejudice to its other remedies under the contract, will levy penalties as mentioned below. However, all the penalties indicated are at the discretion of the Chief IT & Data Officer/Vidyut Soudha/APTransco.

17.2 In case, the Successful Bidder fails to start the contract within the stipulated time, the Bid Security/EMD will be forfeited.

17.3 All the tickets raised in each month should be attended promptly as per Initial Reaction Time (IRT) and closed with apt solutions.

17.4 The performance evaluation will be done quarterly and penalty amount

will be levied and deducted from every quarter's last month bill. If the number of unattended tickets are more than 10% of the tickets raised in a specific quarter, penalty@0.5% on the total invoice amounts of the quarter subject to a maximum of 5% of the total value of Invoice amount of that quarter will be levied.

17.5 The performance evaluation will be done quarterly and penalty will be levied and deducted from every quarter's last month bill. All the attended tickets should go through the Development and testing status, if the number of such developments in testing stage are less than 90% of the total in a quarter, a penalty of 0.5% on the total Invoice amount for that quarter will be levied subject to a maximum of 5% of the total value of Invoice amount of the quarter.

17.6 Penalty of 0.5% of the Contract value will be levied if there are unattended/unresolved tickets at the end of the Contract in addition to the quarterly penalties levied.

17.7 One (1) day paid Leave per month per Resource is allowed. Amount for the absence period of the Resource beyond the permitted leave of 1 day per month will not be paid. If the bidder fails to provide any Resource even after weekdays, penalty of 0.5% per week on the total cost of the Resource per annum will be levied, subject to a maximum of 5% of the total Contract value.

18. Termination for Default.

18.1 The APTRANSCO, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the AMS Provider, may terminate this Contract in whole or in part:

- a) If the AMS Provider fails to deliver any or all of the Software professionals Resources/Consultants within the period(s) specified in the Contract, or within any extension thereof granted by the APTRANSCO.
- b) If the AMS Provider fails to perform any other obligation(s) under the Contract.
- c) If the AMS Provider, in the judgment of the APTRANSCO has engaged

incorrupt or fraudulent practices in competing for or in executing the Contract.

18.2 In the event the APTRANSCO terminates the Contract in whole or in part, the APTRANSCO may procure, upon such terms and in such manner, as it deems appropriate, Software professional Resources similar to those undelivered, and the AMS Provider will be liable to the APTRANSCO for any excess costs for such similar Software professional Resources. However, the AMS Provider will continue performance of the Contract to the extent not terminated.

19. Termination for Insolvency.

19.1 The APTRANSCO may at any time terminate the Contract by giving written notice to the AMS Provider if the AMS Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the AMS Provider, provided that such termination will not prejudice or not affect any right of action or remedy, which has accrued or will accrue thereafter to the APTRANSCO.

20. Termination for Convenience.

1. 20.1 The APTRANSCO, by written notice sent to the AMS Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of Termination will specify the termination is for the APTRANSCO's convenience, the extent to which performance of the AMS Provider under the Contract is terminated, and date upon which termination becomes effective.
2. 20.2 However the Software professionals Resources/Consultants that are complete and ready for Software deliverables within thirty (30) days after the AMS Provider's receipt of notice of termination will be accepted by the APTRANSCO at the Contract terms and prices.

21. Force Majeure.

21.1 The AMS Provider will not be liable for forfeiture of its performance security, penalty for late delivery, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

21.2 For purposes of this clause, "Force Majeure" means an event beyond the control of

the AMS Provider and not involving the AMS Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, and freight embargoes.

- 21.3 If a Force Majeure situation arises, the AMS Provider will promptly notify the APTRANSCO in writing of such condition and the cause thereof. Unless otherwise directed by the APTRANSCO in writing, the AMS Provider will continue to perform its obligations under the Contract as far as is reasonably practicable, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22. Settlement of Disputes

22.1 If any dispute or difference of any kind whatsoever will arise between the APTRANSCO and the AMS Provider in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

22.2 If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the APTRANSCO or the AMS Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

22.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause will be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Software professionals Resources under the Contract.

22.4 Arbitration proceedings will be conducted in accordance with the following rules of procedure. The dispute resolution mechanism will be as follows:

(a) In the case of a dispute or difference arising between the APTRANSCO and AMS Provider relating to any matter arising out of or connected with this agreement, such dispute or difference will be settled in accordance with the

Arbitration and Conciliation Act, 1996. The Arbitral Tribunal will consist of three Arbitrators one each to be appointed by the APTRANSCO and the AMS Provider the Third Arbitrator will be chosen by the two Arbitrators so appointed by the parties and will act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator will be appointed by The Institution of Engineers (India).

(b) If one of the Parties fails to appoint its Arbitrator in pursuance of Sub-Clause (a) within 30 days after receipt of the notice of the appointment of its Arbitrator by The Institution of Engineers (India), will appoint the Arbitrator. A certified copy of the order of the Institution of Engineers (India), making such an appointment will be furnished to each of the parties.

(c) Arbitration Proceedings will be held at APTRANSCO's Headquarters, and the language of the Arbitration Proceedings and that of all documents and communication between the parties will be English. The decision of the majority of Arbitrators will be final and binding upon both parties.

(d) The cost and expenses of Arbitration Proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc., of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf will be borne by each party itself.

(e) Where the value of the Contract is Rs.1.00 Crore and below, the disputes or differences arising will be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely The Institution of Engineers (India).

23. Notwithstanding any reference to arbitration herein,

(a) The parties will continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The APTRANSCO will pay the AMS Provider any monies due the AMS Provider.

24. Jurisdiction.

1. All and any disputes or differences arising out of or touching this contract will be decided by the Courts or Tribunals situated in APTRANSCO's Headquarters only. No suit or other legal proceedings will be instituted elsewhere.

25. Notices.

1. Any notice given by one party to the other pursuant to this Contract will be sent to the other party in writing or by fax and confirmed in writing to the other party's address.
2. A notice will be effective when delivered or on the notice's effective date, whichever is later

26. Foreign Exchange.

1. No Foreign Exchange is available or expected for this provider. Offers which do not require, Release of F.E. or procurement of import license by APTRANSCO only will be considered. Where some of the components are to be imported the AMS Provider will have to make their own arrangements for import license etc., and should not look for any assistance from APTRANSCO.

27. Blacklisting/debarring

The companies which are blacklisted by any other utility and whose promoter's firms or companies were already blacklisted/debarred by any other utility. No work/contract/order will be awarded/placed to companies which are blacklisted by any other utility and whose promoter's firms of companies were already black listed/debarred by any other utility. Bidders have to furnish a declaration/undertaking in this regard along with the bid. Bids without this declaration are liable for rejection. Bidders have to furnish a declaration/undertaking in this regard along with the bid. Bids without this declaration are liable for rejection.

28. The clauses in the provider manual of APTRANSCO shall govern wherever the specification clauses are silent.

29. If any bidder is silent about any clause of specification it is deemed that the bidder is accepted the same.

30. General terms and conditions.

- a. Resources shall work at the office premises of APTRANSCO and work as per requirements of APTRANSCO under the control of Asst. CIDO and Chief IT and Data Officer/APTransco.
- b. Resources shall follow working days as per APTRANSCO Calendar.
- c. Resources shall follow working hours of APTRANSCO.
- d. The Team should provide 24/7 support as per the APTRANSCO Rules and Regulations.
- e. Only one day's paid leave is permissible for a resource person per month. Any resource wishing to avail leave can do so only with prior permission and intimation to the Project Manager of APTransco.
- f. A replacement with similar skill set provided in case of continuous absence of any member for more than a week working days.
- g. The Bidder shall submit work reports at the end of the month.
- h. The resources positioned at APTRANSCO will not be changed without the permission of the client. Any member leaving the organization shall be permitted after suitable replacement is provided after taking the concurrence of APTRANSCO and after ensuring due knowledge transfer to the new member.
- i. The Bidder has to arrange Computer / Laptop to all the Resources deployed at APTransco. APTransco will provide infrastructure facility such as seating, Power supply, Internet, VPN.
- j. The resources sponsored to the APTRANSCO should maintain strict confidentiality of the Departmental issues and procedures.
- k. The Bidder does not have any right on the source code for the developed/maintained/customized software. The Source Code of all the software lies strictly with the APTRANSCO.
- l. As per the requirement, APTRANSCO may decide to increase or decrease the staff within contract quantity or obligation.
- m. The prices accepted in the Schedule of work will be applicable if APTRANSCO requests for any additional resources during the agreement period.

- n. The bidder should enter Software Non-Disclosure Agreement(NDA) with APTransco.
- o. The bidder should extend support during the Migration activity of SAP HANA Cloud Services.

CONTRACTFORM

THIS AGREEMENT made the day of 2020 Between.
.....(Name of APTRANSCO) of the one part and.
.....(Name of AMS Provider)of the other part:

WHEREAS the APTRANSCO invited bids for SAP Application Management Services (onsite) of APTransco/ and ancillary services viz-.,.....(Brief description of Software Consultants/equipment and Services) and has accepted a bid by the AMS Provider for providing those SAP Functional and Technical Consultants services of the sum of.(Contract Price in Words and Figures)(hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In This Agreement words and expressions will have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents will be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Bid Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The APTRANSCO's Notification of Award.
3. In consideration of the payments to be made by the APTRANSCO to the AMS Provider as here in after mentioned, the AMS Provider hereby covenants with the APTRANSCO to provide the Functional and Technical Consultants and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The APTRANSCO hereby covenants to pay the AMS Provider in consideration of the provision of the Functional and Technical Consultants and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the Software Consultants' services which will be supplied / provided by the AMS Provider are as under:

