

TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED

VIJAYAWADA- 520 004::ANDHRA PRADESH



Tender specification .No.PMMTC3 -e - 23 /2026

Name of the Work: Supply and Installation, of Microsoft 365 Business Standard for 3 (three) years in APTRANSCO

CHIEF ENGINEER / TELECOM & IT

APTRANSCO,
Vidyut Soudha
Gunadala,
VIJAYAWADA
-520004

Phone No. 0866-2429244

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

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SECTION – I
(NIT)
NOTICE INVITING TENDER (NIT)

1.	Department Name	TRANSMISSION CORPORATION OF ANDHRA PRADESH LIMITED
T	Circle / Division Name	Chief Engineer / Telecom & IT
3.	BID Notice number	<u>PMM TC3-e - 23/2026</u>
4.	Name of the service	Supply and installation of Microsoft 365 Business Standard (3-year subscription), which includes Office applications across devices collaboration tools such as Word, Excel, PowerPoint along with training .
5.	Estimated contract value	Rs 42,54,768.00
6.	Period of contract	3 years
7.	Form of contract	Supply and installation of Microsoft 365 Business Standard (3-year subscription), which includes Office applications across devices collaboration tools such as Word, Excel, PowerPoint along with training
8.	BID type	Open
9.	BID category	PRODUCTS
10.	BID Security	Rs 85,095.00 (Rupees eighty five thousand and ninety five only),
11.	BID Security Payable To	Bank Guarantee in favour of Chief Engineer/ Telecom & IT, APTransco. Vidyut Soudha, Gunadala, Vijayawada-04 or Online money transfer through NEFT/RTGS or DD in favour of Pay Officer, APTRANSCO, Vidyut Soudha., or Insurance surety bonds. 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. Validity of the Bid shall be 90 days
12	Schedule Availability Date	05 .05 .2026 @ 18:00 Hrs
	Pre-BID Meeting	07 .05.2026 @ 11:30 Hrs Through offline, at O/o CE/Telecom &IT , VS,APTRANSCO,VJA
13.	Document Download Closing Date &Time	20.05.2026 @15:00Hrs
14.	Bid Submission closing Date & time	20 .05.2026 @15:30Hrs
15.	BID Submission	Online
16.	P.Q / Technical BID Opening Date (Qualification and Eligibility stage)	. 05.2026@15:31Hrs
17.	Price BID Opening Date & Time	Will be opened on line.
18	Officer Inviting Bids	Chief Engineer/ Telecom & IT , APTRANSCO
19	Address	First Floor, Vidyut Soudha, Gunadala, Vijayawada-520004
20	Contact details	Phone No : 0866 - 2429244

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

PART – I SCOPE OF THE PROJECT

1. SCOPE OF THE PROJECT

The scope of work will broadly include Supply and installation of Microsoft 365 Business Standard (3-year subscription), which includes Office applications across devices collaboration tools such as Word, Excel, PowerPoint, and the broad scope of work will include but not limited to the following:

- The bidder / OEM shall provide 24x7x365 basis post implementation technical support for the products supplied. Support center must be based in Vijayawada.
- Bidders are expected to provide the onsite support if the technical issues are not remotely resolved by them.
- The software and/or hardware quoted by bidder should not be declared as End of Sale by the OEM at the time of bidding for the tender. In the event the bidder quotes for software and/or hardware which is declared as End of Sale by the OEM, APTRANSCO reserves the right to disqualify the bidder from further bidding process. The software and/or hardware quoted by bidder in this tender should not be obsolete or proclaimed as End of Life (EOL) and/or End of Support (EOS) by the OEM within 3 years of Purchase order. In the event of the supplied equipment being declared End of support and/or End of Life during the period of 3 years, the bidder has to replace the equipment with equipment having equivalent or higher configurations without any additional cost.
- The escalation matrix for each equipment shall be furnished for logging a case. The URL Address and Toll free Nos. to log a case with OEM directly during any emergency should be furnished.
- Resolution: 6 hrs from the time of logging the call.
- Maintenance work are required to be carried out as per “MANUFACTURERS’ MANUALS”.
- To co-ordinate with OEM for support in respect of configuration issues, integration issues etc. To provide patches/ upgrades of Firmware/Software during the period of Support, wherever applicable, without any extra cost to APTRANSCO.
- BIDDER/OEM shall attend unlimited breakdown calls on receipt of complaint. No spares or any other items will be supplied by APTRANSCO. Service offered shall be in accordance with the service instructions and standard practice of original manufacturer.
- BIDDER/OEM shall maintain works/supplies/services log book and record the nature of service rendered during each trouble shoot by the service representative and the same shall be duly got signed by the official in charge of APTRANSCO and should be made available for inspection.
- The bidder must have ISO 9001,14001,27000 or higher certification.

PART – II BID

1. Eligibility Criteria

- i) Only OEM or the authorized partner of OEM are allowed to participate in the bid. The authorization letter from OEM is mandatory for the bidders quoting letter specifically issued for the purpose of this bid.
- ii) The bidder/OEM should have authorized Service Center/Service Engineers near to our location (Vijayawada/Hyderabad).
- iii) The bidder/OEM should have earlier carried-out similar works/supplies/works/supplies/ services for at least to any two govt. sector organizations/public sector undertakings / reputed organizations during the last 3 years period. The bidder/OEM shall enclose documentary proof for the same along with the bid.
- iv) The bidder/OEM should have earlier carried-out similar works/supplies/services for value equal to quoted bid value in any one financial year during the past five financial years. The bidder shall enclose documentary proof for the same along with the bid.
- v) The bidder/OEM shall include satisfactory performance certificate.

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 liable for BLACKLIST.

2. Officer Inviting Bids

Chief Engineer/ Telecom & IT , APTRANSCO

3. Address

First Floor, Vidyut Soudha, Gunadala, Vijayawada-520004

4. Contact Details

Phone : 0866-2429244

5. Procedure for bid submission

Procedure for Submission of Bids: -

- i) 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.apetrocurement.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.
- ii) 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.
- iii) 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.

- iv) Technical bid evaluation of the bidders would be done on the certificates/ documents furnished by the bidder against the qualification criteria.
- v) The bidders shall invariably upload the scanned copy of bid security BG or receipt of online money transfer through RTGS/NEFT or Demand Draft. The bidder shall furnish the original of the same either personally or through courier or by post within the stipulated time specified by the APTRANSCO at Section-I (NIT).

The bidder shall invariably upload the following:

- a) Documentary evidence to establish the quantities supplied so far such as Invoices, Delivery Challans, Excise Duty documents etc. along with Purchase Orders against 40% quantity of supply and 20% quantity of satisfactory performance to meet the Qualifying Requirements.
- b) Performance reports to meet QR-Performance.
- c) Documents in respect of Financial Turnover of last three years.
- d) Guaranteed Technical Particulars (GTP) etc.
- e) Manufacturer's Authorization Form

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 matter, if any.

The bidder shall furnish the declaration that:

- A) They have not been blacklisted/ debarred by any department due to any reasons, as per the format enclosed.
- B) They will agree to get disqualified themselves for any wrong declaration in respect of the above and get their Bid summarily rejected.
- C) The soft copies 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.

6. 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 payable at Vijayawada or Bank guarantee, issued from any Nationalized/Scheduled Bank to be valid for a period of 90 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 to Beneficiary Name: Pay Officer/APTRANSCO, Beneficiary Account Number: 52117469736, IFSC Code: SBIN00 16576 or Demand Draft towards

Bid security shall be uploaded with the bids. Originals must be submitted by bidders to the Department through registered post / courier / in person before placing order.

- iii) Exemption for payment of bid security is not allowed in any case. The permanent bid security bank guarantee accepted earlier is deemed to have been withdrawn. Permanent bid security bank Guarantee is not accepted. Bid security extensions accorded earlier are deemed to have been withdrawn.
- iv) Bid schedules: Bid schedule can be downloaded free of cost from the web site tender.apteprocurement.gov.in
- v) 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.
- vi) 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.
- vii) **a. Transaction fee:** The participating bidders have to pay transaction fee of 0.03% on ECV with a cap of Rs 10000/- (Rupees ten thousand only) plus GST @ 18% **b. Corpus Fund:** - The successful bidder shall pay an amount equivalent to 0.04% of ECV with a cap of Rs. 10,000 (Rupees ten thousand only) , on e-Procurement platform before entering into agreement/issue of purchase orders, towards e-Procurement fund in favor of Managing Director, APTS, Vijayawada through the Agreement authority.
- viii) In case of discrepancy with Bid conditions in the Bid document and NIT, the condition in the Bid document prevails.
- ix) **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 Agency are 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 Agency should upload the documents duly signing each and every paper.

SECTION-II SECTION-II(A)
INSTRUCTIONS TO BIDDERS

The **Chief Engineer/Telecom & IT , APTRANSCO** invites bids on e-platform in two parts for the Supplier indicated in the “Schedule of Requirements” during the period, for which dates 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 enroll themselves on the e-procurement market place at www.tender.apecurement.gov.in
- ii) The Bids should be in the prescribed form invited on e-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 participating bidders have to pay transaction fee of 0.03% on ECV with a cap of Rs 10000/- (Rupees ten thousand only) plus GST @ 18%
- vi) Corpus Fund: - The successful bidder shall pay an amount equivalent to 0.04% of ECV with a cap of Rs. 10,000 (Rupees ten thousand only) , on e-Procurement platform before entering into agreement/issue of purchase orders, towards e-Procurement fund in favor of Managing Director, APTS, Vijayawada through the Agreement authority.

2. Bidders / Firms eligible to Bid

- i) The Bidders / Firms who
 - a) Possess the valid registration as mentioned in the NIT and satisfies all the conditions therein.
 - b) Are not blacklisted or debarred or suspended by any Departments, Public Sector Undertakings, Societies, Universities, Local Bodies and all other Institutions of the Government of Andhra Pradesh for whatever be the reason, prohibiting them not to continue in the contracting business.
 - c) Have complied with the eligibility criteria specified in the NIT are the eligible Bidders /Firms.

3. Bidders / Firms ineligible to Bid

- i) A retired officer of the Govt. of AP or Govt. of India executing works 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 Supplier himself or any of his employee is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the Supplier's employment within a period of 2 years from the date of his retirement.
- iv) The Supplier 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 Supplier's service.
- v) Supplier shall not be eligible to Bid for works 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. The Supplier 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 Agencies 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 Supplier.

- 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 promoter'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.

4. Qualification Requirements of the Bidders

- i) The Bidder shall furnish the following particulars in the formats provided online and supported documentary evidence shall be uploaded:

Attested copies of documents relating to the Registration of the firm, Partnership deed, Articles of Association, Commercial Tax Registration, Latest Income Tax Clearance certificate / latest IT return and PAN number from IT Department etc.
- ii) Qualification criteria for opening of the price bid
 - a) Even though the Bidders meet the above qualification requirements, they are liable to be disqualified / debarred / suspended / blacklisted if they have:
 - b) Furnished false / fabricated particulars in the forms, statements and/annexure submitted in proof of the qualification requirements and/or,

- c) Not turned up for entering into agreement, when called upon within the timespecified in the letter of acceptance,
- d) 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.,
- e) Participated in the previous bidding for the same work and had quoted unreasonablyhigh Bid percentage and,
- f) A history of criminal record in which the Bidder is involved if any.
- g) History of litigation with Govt. during the last 5 years in which the Bidder is involved.
- h) 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. ELIGIBILITY CRITERIA

i) PHYSICAL EXPERIENCE

- a) Only OEM or The authorized partner of OEM are allowed to participate in the bid. The authorization letter from OEM is mandatory for the bidders quoting letter specifically issued for the purpose of this bid.
- b) The bidder should have authorized service center/Service Engineers near to our location (Vijayawada/Hyderabad).

ii) PERFORMANCE

- a) The bidder should have earlier carried-out similar works/supplies/services for Supply and Installation of MS 365 business standard atleast to two Govt. sector organizations/public sector undertakings / reputed organizations during the last 3 years period. The bidder shall enclose documentary proof for the same along with the bid. Satisfactory performance certificates pertaining to 2 years from the utilities with documentary proof with attestation, are to be submitted.
- b) The bidder should have earlier carried-out supply of Supply and Installation of MS 365 business standard of value equal to quoted bid value in any one financial year during the past five financial years. The bidder shall enclose documentary proof for the same along with the bid.
- c) The bidder should supply 40% of total quantity mentioned in tender specification PMMTC3-e-/2026., and experience should be supply of 20% of the quantity to atleast to two Govt. sector organizations/public sector undertakings / reputed organizations.

iii) FINANCIAL TURNOVER

- a) 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).
- b) Reports on financial standing of the Bidder such as profit and loss statement, balancesheets and auditor's report for the past THREE years, in support of financial turnover and Banker's certificates regarding Bank limits.

c)

iv) EXPERIENCED RESOURCES

Responsibility of 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.

The bids not complying with the stipulated completion period will be treated as non-responsive.

While being equal or compatible in other aspects preference will be given to those bidders who have experience in erection of above works similar to that given in the specification or of higher voltages during the last five financial years.

IF A BIDDER QUOTING FOR THE BIDS IS HAVING POOR PERFORMANCE AND NOT COMMENSURATE WITH THE AGREEMENT IN THE PREVIOUS CONTRACTS, THE BID OF SUCH BIDDER WILL NOT BE CONSIDERED FOR AWARD OF CONTRACT.

6. One Bid per Bidder

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

7. 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.

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SECTION –II (B)

CHECK LIST

The bidders shall invariably upload the information and records listed in the check list below on **e-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 Guaranteed Technical Particulars (GTP) are uploaded	Yes / No
4	Whether Proof of Turnover signed by Auditors are uploaded	Yes / No
5	Whether Price Schedule (Section-III) uploaded	Yes / No
6	Whether all the documents as proof to the Pre-Qualification Requirement i.e. 40% quantity of supply in 12 months from the utilities as called for, are uploaded i.e., purchase orders for similar works carried in at least two Govt. Sector/PSUs/reputed Organizations during the last three years.	Yes / No
7	Whether all the documents pertaining to the 2 years satisfactory performance, i.e., satisfactory performance certificates from the utilities with documentary proof with attestation, are uploaded	Yes / No
8	Whether Bankers certificate uploaded	Yes / No
9	Whether Schedule of Deviations - Technical & Commercial are uploaded	Yes / No
10	Whether 'Declaration Form' uploaded	Yes / No
11	Whether uploaded the Forms as per Section-V of the Specification?	Yes / No
12	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
13	Whether Manufacturer's Authorization Forms uploaded	Yes / No
14	Malicious Code Certificate	Yes / No
15	Whether Non-Disclosure Agreement Form uploaded	Yes / No
<i>The Bidder shall indicate that all the forms and enclosures indicated in the checklist furnished are compiled with.</i>		
SIGNATURE OF THE BIDDER		

GENERAL TERMS AND CONDITIONS

A. INTRODUCTION

1. Definitions

- i) In this Contract, the following terms will be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Service provider and the Service Receiver, as recorded in the contract Form signed by both the Parties, including all the attachments and appendices thereto and all the documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Materials / equipment" means all of the material/ equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "The Services" means those services ancillary to the supply of the material/ equipment, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Terms and Conditions contained in the section.
- (f) "The Service Receiver" means the organization i.e., APTRANSCO.
- (g) "The Service provider" means the firm rendering the Works/supplies/services under this Contract.
- (h) "Day" means calendar day.

2. Applicability

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

3 i) Standards

The Supplier supplied 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 Supplier, i.e., Industrial standards will be the latest. All Supplies will be of the best class and will be capable of satisfactory operation under tropical conditions without distortion or deterioration.

ii) Interchangeability/Interoperability

The tools supplied will be configured/integrated with all major make networking devices. A specific confirmation of this should be furnished in the bid.

4. Scope of Work

Refer to Scope of the Project, Part-I

5. Eligible Bidders

- a) Only OEM or the authorized partners of OEM are allowed to participate in the bid. The authorization letter from OEM is mandatory for the bidders quoting letter specifically issued for the purpose of this bid.
- b) The bidder should have authorized Service Center/Service Engineers near to our location (Vijayawada/Hyderabad).

- c) The bidder should have earlier carried-out similar works/supplies/services for Supply and Installation of MS 365 business standard, at least to two govt. sector organizations/public sector undertakings / reputed organizations during the last 3 years period. The bidder shall enclose documentary proof for the same along with the bid.
- d) The bidder should have earlier carried-out similar works/supplies/services for Supply and Installation of MS 365 business standard of value equal to quoted bid value in any one financial year during the past five financial years. The bidder shall enclose documentary proof for the same along with the bid.

Any company/vendor/Supplier/Supplier that is blacklisted / debarred by any power utility is not eligible to participate in the tenders.

B. THE BIDDING DOCUMENTS

6. Contents of Bidding Document

- i) The works/supplies/services required, bidding procedures, and contract terms are prescribed in the bidding documents as listed below:
 - a) Notice Inviting Tenders (NIT) – Section-I
 - b) Instruction to Bidders & Check List – Section-II
 - c) General Terms and Conditions – Part-III
 - d) Price Schedule – Section-III
 - e) General Technical Particulars – Section-IV
 - f) Sample Forms – Section-V

(Qualification & Performance Statements, Bid Security form, details to be furnished by Supplier, Performance Security form, Schedule of Deviations, Manufacturer's Authorization Form and Other forms to be duly filled-in & signed and up-loaded).
- ii) The Bidder is expected to examine all instructions, forms and terms in the bidding documents. Failure to furnish all information required by the bidding documents, or to submit a bid not responsive to the bidding documents in every respect will be at Bidder's risk and may result in the rejection of its Bid.

7. 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 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 (15) 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.

8. Amendment to Bidding Documents

- i) 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.
- ii) 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.
- iii) 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

9. 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.

10. 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 conductor outcome of the bidding process.

- Bidders have to pay a transaction fee @ 0.03% of quoted value with a cap of Rs.10,000/- at the time of bid submission electronically.
- Transaction Fee & other charges shall be paid by either Credit Card or Debit Card.
- Bidders have to pay 'GST' as levied by Government of India on transaction fee, electronic payment gateway charges.
- Successful bidders shall pay another 0.04% of quoted value to APTS towards e-procurement fund. Bidders shall obtain digital certificates from APTS.

11. Documents Constituting the Bid

- i) The Bid comprises the following.
 - (a) Bid documents and Price Bid,
[Available online at www.tender.apetrocurement.gov.in]
 - (b) Qualification information and supporting documents [to be uploaded by the Bidder]
- ii) Documentary evidence establishing in accordance with Clause No.19 'Documents Establishing Bidder's Eligibility and Qualifications' that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- iii) Documentary evidence establishing that the Supplier and ancillary works/supplies/services to be supplied by the Bidder are as per the Technical specification of the bidding documents,
- iv) Bid Security in accordance with Clause No.20, and as indicated in the Bid Notification.
- v) Taxes and Duties clearance certificates
- vi) **Schedule of Deviations** - a) Commercial & b) Technical
- vii) Manufacturer's Authorization Form

All the Schedules will be duly filled online with full details as called for in the schedules required for evaluation of bids. Bidders are expected to duly fill in all the schedules and sample forms and enclosed them to the Bid.

12. Commercial form

The Bidder will complete the commercial form appropriately on e-procurement platform.

13. Bid Prices

- i) **The prices quoted shall be Firm.**
- ii) The prices for the maintenance works/supplies/services mentioned in price schedule shall be firm in rupees, inclusive of prices for repairs, replacement of materials/spares also and exclusive of GST.
- iii) **It is the responsibility of the Bidder to ensure himself of the correct rates of any other applicable taxes for the contract at the time of bidding.**

- iv) The Bidder shall indicate the unit prices and the total bid price of the works/supplies/services required to be provided under the contract in the price schedule.
- v) **Prices charged by the Service Provider for the Materials/Equipment to be maintained and works/supplies/services performed under the contract shall not vary from the prices quoted by the Service provider in its bid.**

14. Variable prices & Price Variation basis: Not applicable

15. Taxes

- i) A bidder will be entirely responsible for quoting the correct taxes, license fees, etc., he has to incur until completion of the contract. For the purpose of evaluation, the bidder should clearly indicate the IGST (in case of local Supplier'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.
- ii) 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.
- iii) Deemed Export Benefits: This is not applicable for local purchases with APTRANSCO funds.

16. Statutory Variations

- 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 Supplier and there are upward variation/ revision after the agreed delivered date, the Supplier will bear the impact of such levies and if there is downward variation / revision the APTRANSCO will be given credit to that extent.
- Statutory variation if any allowed, it is allowed only once during delivery period, i.e. at the time of delivery of goods at factory".
- In case of sub-vendor items, taxes are inclusive in tender price and no statutory variation is applicable.
- 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 items for which the prices are quoted all-inclusive of taxes, statutory variation shall not be applicable.

17. Bid Currencies

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

18. Quantity to quote

- Bidder shall quote 100% of the quantity indicated in the "Schedule of requirements" in the bid specification.
- Offers less than the prescribed quantity is liable for rejection.

19. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

- i) The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the APTRANSCO's satisfaction:

- (a) That the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (b) That the Bidder meets the Qualification criteria. In addition, the Bidder may furnish full particulars regarding providing the works/supplies/services in question made so far to APTRANSCO during the last 3 years and other reputed power utilities.
- ii) Documents Establishing works/supplies/services conformity to Bidding Documents:**

The Bidder will furnish as part of its bid, documents establishing conformity to the bidding documents of all works/supplies/services, which the Bidder proposes to supply under the Contract.

The documentary evidence of conformity of the works/supplies/services to bidding documents may be in the form of literature, drawings, data, and will consist of:

- (a) A detailed description of the essential technical and performance characteristics of the Supplier;
- (b) The bidder should specifically mention about furnishing the test certificates and a copy of test certificate should be uploaded along with the bid.
- (c) A list giving full particulars, including available sources and current prices of spare parts, special tools etc., necessary for the proper and continuing functioning of the Supplier following commencement of the use of the AMC works/supplies/services by the APTRANSCO; and
- (d) An item-by-item commentary on the APTRANSCO's Technical Specifications demonstrating substantial responsiveness of the works/supplies/services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to above, the Bidder will note that standards for works/supplies/services, as well as references to brand names or catalogue numbers designated by the APTRANSCO in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the APTRANSCO's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

20. Bid Security

- i) The bidder shall furnish, as part of its bid, a bid security as mentioned in Section – I (NIT). 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 Demand Draft in favour of Pay Officer, APTRANSCO, Vidyut Soudha. The scanned copy of BG or receipt of online money transfer through NEFT / RTGS or DD should invariably be uploaded along with the bids.
- ii) Existing permanent bid security and existing exemptions for bid security have been withdrawn hence will not be accepted.
- iii) 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.
- iv) **Requests for exemption from payment of bid security will not be entertained in any other cases. Any bid not secured as above will be rejected by the APTRANSCO.**
- v) 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.

- vi) 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.30.2; 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.36.
 - II) To furnish performance security in accordance with Clause No.37.
- vii) Bids without Bid Security will be rejected and bidder will run the risk of being banned.

21. Period of Validity of Bids

- i) 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.
- ii) 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.20 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security.

22. Tax Clearance Certificates

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

23. Procedure for Submission of Bids:

- i) 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 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.

- ii) 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.
- iii) 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.

- iv) The Bidder will invariably complete the Bid in full.
- v) 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.

24. 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.

25. Modification and Withdrawal of Bids

- No bid may be modified after the deadline for submission of bids.
- 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

26. Opening of Bids by the APTRANSCO

- i) The APTRANSCO will open all the Pre-Qualification/ Technical bids meeting above criteria. In case the Technical, Financial & Pre-qualification requirements are found to be adequate and as required after the examination, Price Bids will be opened at later date.
- ii) If the Technical, Financial & Pre-Qualification requirements are found to be inadequate, the 'Price Bid' of such unqualified Bidders will not be opened.

27. Clarification of Bids

- i) 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.
- ii) "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".

28. Preliminary Examination

- i) 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.
- ii) The APTRANSCO may waive any minor informality, nonconformity, or irregularity in bid which does not constitute AMC deviation, provided such waiver doesn't prejudice or affect the relative ranking of any Bidder.

- iii) 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 AMC service 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 AMC 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.

- iv) 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.

29. Evaluation and Comparison of Bids

- i) The APTRANSCO will evaluate and compare the Technical & Pre-qualification Bids (Part-I), which have been determined to be substantially responsive. In case the Technical, Financial & Pre-qualification requirements are found to be adequate and as required after the examination of the Part-I Bids, Price Bids of the qualified bidders will be opened subsequently.
- ii) 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 Materials/Equipment better than the technical specification the same may be considered.
- b) The bid may be rejected for the following reasons:
- I) Not in the prescribed form
- II) Insufficient bid security or no Proof of bid security
- III) 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 may 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) Delivery schedule offered in the bid;

- II) Deviations in payment schedule from that specified in the general terms and conditions of the contract and technical deviations.
 - III) The cost of components, mandatory spare parts, and service;
 - IV) The availability of spare parts and after-sales works/supplies/services for the Materials/Equipment offered in the Bid;
 - V) The projected operating and maintenance costs during the life of the Materials/Equipment;
 - VI) The performance and productivity of the Materials/Equipment/Service offered;
 - VII) Other specific criteria indicated in the Bidding documents.
- h) In addition to the APTRANSCO's evaluation of a bid will take into account the net landed cost. 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, packing & forwarding, freight charges, insurance (transit & storage) as quoted by the bidder, interest on advance if any, unloading and stacking at final destination, erection, servicing and other charges as called for.
 - 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 may 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 Supplier.
- k) The bidders for supply and works shall invariably possess the TIN No. and PAN No. and the same should be furnished for the bids above Rs.5.00 lakhs.
 - l) The Freight charges will be reimbursed limited to documentary proof only and charges shall be quoted in the freight column. Quoting "inclusive/0" shall not be permitted
 - m) 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 service 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 deviation.
 - n) The APTRANSCO may waive any minor informality, non-conformity or irregularity in the bid which does not constitute service deviation, provided such waiver does not affect the relative ranking of any bidder.
- iii) a) 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 no is leviable the same may be filled as "NIL". If any column is left blank the same is loaded with maximum of other eligible Bids.
 - b) 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.
- iv) A substantially responsive bid is one, which 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 will be deemed to the critical provisions and deviations in any one of these things will be deemed to be a deviation.

30. Contacting the APTRANSCO.

- i) 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.
- ii) 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.

F. Award of Contract

31. Post Qualification

- i) In the absence of pre-qualification, the APTRANSCO will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.
- ii) The determination will take into account the Bidder's financial, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification submitted by the Bidder, as well as such other information as the APTRANSCO deems necessary and appropriate.

32. Award Criteria

- i) The APTRANSCO will award the contract to the successful Bidder / Bidders whose bid has / have been determined to be substantially responsive.

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.

- ii) In the opinion of the APTRANSCO in case it is undesirable to depend on one Supplier, quantity may be distributed among two or more Supplier adopting the same price.

33. APTRANSCO's Right to vary Quantities at the time of Award

- i) The APTRANSCO reserves the right at the time of contract award to increase or decrease the quantity of Material/Equipment and works/supplies/services originally specified in the 'Schedule of Requirements' up to 50% without any change in unit price or other terms and conditions.
- ii) The APTRANSCO reserves the right to vary the ordered quantity/service by $\pm 50\%$ during the execution of the contract.

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

- i) 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

- i) 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.
- ii) The notification of award will constitute the formation of the Contract.
- iii) 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.
- iv) The Supplier will have to predefine the Bank Account details after receipt of LOI and before entering into contract for electronic transfer of payment.

36. 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 and date the contract. Failure to comply with this stipulation will entail cancellation of the contract besides forfeiture of the bid security.

37. (A) Performance Security

- i) 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 fulfillment of the contract, which will include the warranty period, and completion of performance obligations including Warranty obligations. The Performance Security will cover 60 days beyond the date of completion of performance obligations including Warranty obligations.

In the event of any correction of defects or replacement of defective Material/Equipment during the warranty period, the warranty for the corrected/replaced Material/Equipment will be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value will be extended 60 days over and above the extended warranty period.

- ii) The proceeds of the performance security will be payable to the APTRANSCO as compensation or any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- iii) 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 favor of Pay officer, APTRANSCO, Vijayawada) at the head quarter of the APTRANSCO in favor of the APTRANSCO drawn on any Nationalized Bank.
- iv) **The performance security will be discharged by the APTRANSCO and returned to the Supplier not later than sixty (60) days after the expiry date.**
- v) Failure of the successful Bidder to comply with the above requirement will entail cancellation of the award and forfeiture of the Bid Security.
- vi) 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.

(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 favor of Pay officer, APTRANSCO, Vijayawada or by way of Bank Guarantee from a Nationalized/ State Bank of India in favor of tender inviting authority covering a period of 2 months over and above the completion of service provider.

- i) 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.

38. Corrupt or Fraudulent Practices

It is essential that the APTRANSCO as well as Bidder / Supplier 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 it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

39. Use of Contract Documents and Information

- i) The Supplier will not, without the APTRANSCO's prior written consent, disclose the Contract, or any provision thereof, of any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the APTRANSCO in connection therewith, to any person other than a person employed by the AMC Provider in the performance of the Contract.

Disclosure to any such employed person will be made in confidence and will extend only so far as may be necessary for purposes of such performance.

- ii) The Supplier will not, without the APTRANSCO's prior written consent, make use of any document or information except for purposes of performing the Contract.
- iii) 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 Supplier's performance under the Contract if so, required by the APTRANSCO.
- iv) The Supplier will permit the APTRANSCO or his authorized representative to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Supplier.

40. Places / Locations

Particulars of site location to which the Materials/Equipment have to be supplied will be given to successful Bidders. However, it may please be noted that the destinations for providing works/supplies/services will be Site anywhere in the state of Andhra Pradesh.

41. Payment

42. 100% payment for items will be arranged within 45 days reckoned from the check measurement date in Form-13 duly transferring the said amount to the bank account of the Supplier by the APTRANSCO bank.
- b) The Supplier will have to predefine the Bank Account details after receipt of LOI and before entering into contract for electronic transfer of payment.

43. The 100% payment mentioned above is subject to submission of performance security as per Clause-37 by the Supplier. The bank charges will be made to the account of the Supplier and charges will be recovered from the bill amount per each disbursement on LOA raised by unit offices.

44. 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.37.
45. If the Supplier has received any over payments 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.
46. When the Supplier does not at any time, fulfill his obligations in replacing of spare parts in part or whole promptly to the satisfaction of the APTRANSCO Officers, the APTRANSCO reserves the right not to accept the bills against subsequent dispatches made by the Supplier and only the Supplier will be responsible for any demurrages, wharf ages or damage occurring to the consignments so dispatched.

47. Delivery & Installation:

48. Delivery & installation should be completed within 4 weeks reckoned from the date of issue of LOI. The delivery quoted will be firm, definite, unconditional and on the basis of receipt of software license at destination in good condition. The commencement date and date of delivery will be indicated. The preferred delivery time, which is the essence of this specification, is indicated in the schedule. Final deliveries are however, subject to confirmation at the time of Contract. Delay in delivery of materials FADS (Free at Destination Store/site) due to non-availability will not be considered. It is the responsibility of the supplier to make alternative arrangements for providing the software installed at destination within the stipulated period. The Purchaser reserves its right to defer the delivery date at any time after orders are placed without any change in the conclusion of contract or other conditions of supply. The delivery period, which will be reckoned from the date of the Contract, will be guaranteed under penalty as in Clause 49.

49. Prices

Prices charged by the Supplier for works/supplies/services performed under the Contract will not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustment authorized in the contract.

49. Change Orders

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

- (a) Developing, designs, or specifications, where Materials/Equipment to be furnished under the Contract are to be specifically manufactured for the APTRANSCO;
- (b) The method of shipment or packing;
- (c) The place of delivery; and/or
- (d) The Works/supplies/services to be provided by the Supplier.

50. Contract Amendments

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 Supplier.

51. Assignment

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

52. Delays in Supplier's Performance

- i) Delivery of the works/supplies/services will be made by the Supplier in accordance with the time schedule prescribed by the APTRANSCO in the Schedule of Requirements.
- ii) If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Materials/Equipment, the Supplier 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 Supplier's notice, the APTRANSCO will evaluate the situation and may at its discretion extend the Supplier'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.
- iii) Except as provided under force majeure clause a delay by the Supplier in the performance of its delivery obligations will render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

53. Penalty for delay in providing works/supplies/services

The time for and the dates for delivery mentioned in the contract will be deemed to be the essence of the contract. Subject to force majeure Clause No.53, if the Supplier fails to deliver any or all of the Materials/Equipment or to perform the Works/supplies/services within the period(s) specified in the Contract, the APTRANSCO will, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week on the undelivered portion subject to a maximum of 5% of the total value of the contract. Once the maximum is reached the APTRANSCO may consider termination of the contract.

The Check Measurement date in Form-13 i.e., the date of receipt of works/supplies/services at destination site in good condition will be taken as the date of delivery. Materials/Equipment which are not of acceptable quality or are not conforming to the specification would be deemed to be not delivered. For penalty, the number of days would be rounded off to the nearest week and penalty calculated accordingly.

The penalty specified above will be levied and would be adjusted against subsequent pending bills.

54. Termination for Default

- i) The APTRANSCO, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
 - a) If the Supplier fails to deliver any or all of the materials/equipment within the period(s) specified in the Contract, or within any extension thereof granted by the APTRANSCO.
 - b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - c) If the Supplier, in the judgment of the APTRANSCO has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- ii) 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, Materials/Equipment similar to those undelivered, and the Supplier will be liable to the APTRANSCO for any excess costs for such similar Materials/Equipment. However, the Supplier will continue performance of the Contract to the extent not terminated.

55. Termination for Insolvency

The APTRANSCO may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.

56. Termination for Convenience

- i) The APTRANSCO, by written notice sent to the Supplier, 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 Supplier under the Contract is terminated, and date upon which termination becomes effective.
- ii) However the materials/equipment that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination will be accepted by the APTRANSCO at the Contract terms and prices.

57. Force Majeure

- i) The Supplier will not be liable for forfeiture of its performance security, penalty for late delivery, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii) For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- iii) If a Force Majeure situation arises, the Supplier will promptly notify the APTRANSCO in writing of such condition and the cause thereof. Unless otherwise directed by the APTRANSCO in writing, the Supplier 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.
- iv) No price variance will be allowed during the period of force majeure.

58. Settlement of Disputes

- i) If any dispute or difference of any kind whatsoever will arise between the APTRANSCO and the Supplier 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.
- ii) 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 Supplier may give notice to the other party of its intention to commence arbitration, as herein after provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- iii) 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 Materials/Equipment under the Contract.
- iv) 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 a Supplier 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 Supplier 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.
- (d) The decision of the majority of Arbitrators will be final and binding upon both parties. 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).
- v) 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 Supplier any monies due the Supplier.

59. Jurisdiction

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.

60. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- a. This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:-
 - (i) Inhibit the desires and designed function of the equipment.
 - (ii) Cause physical damage to the user or equipment during the exploitation.
 - (iii) Tap information resident or transient in the equipment/network.
- b. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

61. Non return of Hard Disk:

As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Supply and Installation of MS 365 business standard etc. will not be returned back to the OEM/supplier against warranty replacement.

62. Manufacturer's Authorization:

Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form

(MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid as per the prescribed format (Form-11)

63. Notices

- i) 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.
- ii) A notice will be effective when delivered or on the notice's effective date, whichever is later.

64. Foreign Exchange

No Foreign Exchange is available or expected for this purchase. 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 Supplier will have to make their own arrangements for import license etc., and should not look for any assistance from APTRANSCO.

65. 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 or 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.

66. The clauses in the purchase manual of APTRANSCO shall govern wherever the specification clauses are silent.

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

68. The discount if any offered shall be indicated in the field provided in e-procurement only. Discount given in anywhere other than the discount field will not be considered for tender evaluation.

69. Responsibility of the supplier for loss/ damage:

a) The supplier is responsible for the safe delivery of the goods in good condition at the destination. He should acquaint himself of the conditions obtaining for handling and transport of the goods to destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit.

b) External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing will be intimated. Internal defects, damages or shortages of any internal parts which cannot ordinarily be detected on a superficial visual examination though due to bad handling in transit or defective packing will be intimated separately.

In either case, the defective or damaged materials should be replaced by the supplier free of cost to the APTransco. If no steps are taken in this regard, APTransco may without prejudice to its other rights and remedies cause to be repaired or rectify the defective material or replace the same and recover the expenditure incurred there for from the deposit such as earnest money, security and performance or other monies available with APTransco or by resorting to legal action.

c) For the purpose of any legal construction, the material shall be deemed to pass into AP Transco's ownership only at the final destination where they delivered and accepted.

70. Warranty

- i. The supplier will warrant for the satisfactory functioning of the material / equipment as per specification for a minimum period 36 months from the date of receipt of the material/ equipment at TLC stores or site in good condition

- ii. The supplier warrants that the materials/equipment supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all materials / equipment supplied under this contract will have no defect, arising from a design and / or materials as required by the purchaser's specifications or from any act of omission of the supplier that may develop under normal use of the supplied materials / equipment.

71. Transportation

The supplier is required under the contract to transport the materials / equipment to a specified place of destination defined as normally the district stores, transport to such place of destination, including insurance and storage, will be arranged by the supplier, and the related costs will be included in the contract price only.

72. Insurance

- i. Materials / equipment supplied under the contract will be fully insured against loss or damage incidental to manufacture or acquisition, transportation and delivery and also storage for 45 days at destination stores / site, before taking in to stock. The insurance will be in an amount equal to 100% FADS value of materials / equipment on all risks basis. The policy will have a provision for extension to cover further storage if necessary at destination stores / site at APTransco cost. The insurance beneficiary shall be APTransco.
- ii. Insurance charges shall be borne by the bidder and the bidder shall not quote insurance charges separately.
- iii. The bidder shall a) initiate and pursue insurance claim till settlement and b) promptly arrange for repair and or replacement of any damaged items in full irrespective of settlement of insurance claim by the under writers. (c) All costs because of insurance liabilities covered under the contract will be to supplier's account. The supplier shall provide the purchaser 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 purchaser immediately after such insurance coverage. The supplier shall also inform the purchaser 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, the loss or damage in transit, storage, due to theft, pilferage, riot, civil commotion, weather conditions, accident of all kinds, fire, flood, war risk (during Ocean transportation) bad or rough handling etc., the scope of such insurance shall cover the entire contract value.

73. DELIVERY DOCUMENTS:

- i. Delivery of the materials / equipment will be made by the supplier in accordance with the terms specified in the contract. The latest test certificates containing the result of the tests as per the relevant is or other specification stipulated must be submitted to the chief engineer and got approved by him.
- ii. Documents to be submitted by the supplier are specified as under...
- iii. Insurance certificate;
- iv. Supplier's certificate certifying that the defects if any pointed out during inspection have been rectified (3 copies).
- v. Installation certificate issued by the concerned officer.
- vi. The purchaser will receive the above documents soon after the dispatch of materials and if not received, the supplier will be responsible for any consequent expenses.

74. PACKING:

- i. The supplier will provide such packing of the materials / equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing will be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights will take into consideration, where appropriate, the remoteness of the materials / equipment' final destination and the absence of heavy handling facilities at all points in transit.
- ii. the packing, marking, and documentation and outside the packages will comply strictly with such special requirements as will be expressly provided for in the contract and in any subsequent instructions ordered by the purchaser. The supplier will be required to make separate packages for each consignee, each package will be marked on three sides with proper paint / indelible ink with the following;
 1. contract number
 2. supplier's name
 3. packing list reference number
- iii. The supplier, whenever dispatches material to a destination should prepare the following information in the form of packing slip in quadruplicate and send the same to the consignee and obtain his acknowledgement. The consignee will return to the supplier one copy of the packing slip with his remarks. The proforma of packing slip will be as follows:

Packing slip

1. Contract no. & date.
2. Quantity allotted to the stores and rate applicable.
3. Quantity so far supplied to the stores and the rate applied.
4. Quantity now supplied and the rate applied.
5. Total quantity supplied under the contract with rates applied. Programme for supplying the balance quantity to the stores.

75. INSPECTIONS

As soon as the materials are ready the supplier will duly send intimation to APTransco and arrange for inspection of Supply and Installation of MS 365 business standard in the presence of representative of the APTransco.

- (i) The APTransco may at its option get the materials inspected by the third party if it feels necessary and all inspection charges in this connection will be borne by the supplier.
- (ii) The dispatches will be affected only if the supplied material comply with the specification. The dispatches will be made only after the inspection by the APTransco officer is completed to the APTransco satisfaction or such inspection is waived by the competent authority.
- (iii) The acceptance of any quantity of materials will in no way relieve the supplier of its responsibility for meeting all the requirements of this specification and will not prevent subsequent rejection if such materials are later found to be defective.
- (iv) The supplier will give 15 days' advance intimation to enable the purchaser to depute his representative for witnessing the acceptance and routine tests.
- (v) Should any inspected or tested materials / equipment fail to conform to the specification, the purchaser may reject the materials and supplier will either replace the rejected materials or make alterations necessary to meet specifications requirements free of costs to the purchaser.

SECTION – III: PRICE BID FORM

PRICE SCHEDULE

S. No.	Description	Qty (Nos)	UnitPrice (Rs.)	GST @ 18% (Rs.)	Total with GST (Rs.)	Delivery Period
1	Supply and installation of Microsoft 365 Business Standard (3-year subscription), which includes Office applications across devices collaboration tools such as Word, Excel, PowerPoint along with training .	134				4 Weeks
Total						

Note

1. Prices shall be quoted on Firm basis.
2. Tax components should be specified clearly
3. Prices shall be free at destination on site stores anywhere in Andhra Pradesh.
4. Freight will not be reimbursed.
5. Insurance charges shall be borne by bidder and bidder shall not quote insurance charges separately.

Very Important Note to Bidders:

i. DIFFERENCE IN e-PROCUREMENT LUMPSUM AMOUNT AND TOTAL OF THE SCHEDULES:

- a) Where there is a discrepancy between the total lumpsum rate quoted in the e-procurement platform web page and the total of the schedule submitted, the total lumpsum 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-
 - If the amount arrived is less than the e-procurement lumpsum amount, the lesser amount shall be taken for award of contract.
 - 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

SECTION-III

Bill of Quantities supply of Supply and installation of Microsoft 365 Business Standard (3-year subscription), which includes Office applications across devices collaboration tools such as Word, Excel, PowerPoint

Item No.	Item Title	Item Quantity	Unit of Measure	Consignee ID	Delivery Period from date of issue of LOI (In number of days)
1	Supply and installation of Microsoft 365 Business Standard (3-year subscription), which includes Office applications across devices collaboration tools such as Word, Excel, PowerPoint along with training	134	Nos	DEE-I Infrastructure, O/o Chief Engineer / Telecom & IT	4 weeks

SECTION – IV

SCHEDULE OF REQUIREMENTS

S. No	Description of Item	Qty. (in Nos)	40% of quantity	Delivery Schedule	Destination
1	Supply and installation of Microsoft 365 Business Standard (3-year subscription), which includes Office applications across devices collaboration tools such as Word, Excel, PowerPoint along with training	134	54	Delivery of the equipment shall be completed within 4 weeks from the date of issue of LOI	Anywhere in the state of Andhra Pradesh.

Signature of the Bidder

SECTION-V

GTP : Supply and installation of Microsoft 365 Business Standard (3-year subscription), which includes Office applications across devices collaboration tools such as Word, Excel, PowerPoint

SECTION-V FORMS FORM-1
BID SECURITY FORM

Whereas.....(hereinafter called "the Bidder") has submitted its Bid dated (date of submission of bid) for providing the..... (name and /or description of the material/equipment) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that 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 _____ of _____ 2026.

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 up to and including sixty (60) days after (Specification Date) the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.....

(Signature of the Bank)

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



FORM-2 CONTRACT FORM

THIS AGREEMENT made the. day of. 2024 Between.(Name of APTRANSCO) of the one part and..... (Name of Supplier) of the other part:

WHEREAS the APTRANSCO invited bids for certain Materials/Equipment and ancillary works/supplies/services viz.,

.....(Brief description of Materials/Equipment and Works/supplies/services) and has accepted a bid by the Supplier for providing those Materials/Equipment and works/supplies/services in the sumof. (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH 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 Supplier as hereinaftermentioned, the Supplier hereby covenants with the APTRANSCO to provide the works/supplies/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 Supplier in consideration of the provision of the works/supplies/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 themanner prescribed by the Contract.

TOTAL VALUE: (Rupees _____ only)

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed, Sealed and Delivered by the

said. (for the APTRANSCO)

in the presence of.

Signed, Sealed and Delivered by the

said. (for the Supplier)

in the presence of.

NOTE: To be executed on a Rs.100/- Non-judicial stamp paper.

FORM

PERFORMANCE SECURITY FORM

To: _____ (Name of APTRANSCO)

WHEREAS.....(Name of Supplier) (herein after called "the Supplier") has undertaken, in pursuance of Contract No.....

dated....., 2026 to supply
(Description of

Works/supplies/services) (herein after called "the Contract").

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

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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 First s or reasons for your demand or the sum specified therein.

This guarantee is valid until the. day of.....2026.

Signature and Seal of Guarantors

.....Date.2026.

.....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.



FORM-4
PROFORMA FOR PERFORMANCE STATEMENT

Bid No. _____
 _____ Time
 _____ Hours

Date of Opening__

Name of the Firm _____

Order placed by (full address of APTRANSCO)	Order No. and Date	Description of ordered for Supplier	Date of Completion of Delivery	
			As per Contract	Actual

Remarks indicating reasons for late delivery, if any	Have the software deliverables been satisfactorily functioning? (Attach a Certificate from the APTRANSCO)

Signature of the Bidder

FORM-5
SCHEDULE OF
DEVIATION

TECHNICAL

Sl. No.	Supplier	Specification Clause No.	Deviations	Remarks

It is hereby conformed that except for deviations mentioned above, the offer conforms to all the other features specified in Technical Specification Section _____ of this Bid Document

Place:

Signature of the Bidder:

Date:

Name:

Business address:

SCHEDULE OF DEVIATION

COMMERCIAL

Sl. No.	Supplier	Specification Clause No.	Deviations	Remarks

It is hereby conformed that except for deviations mentioned above, the offer conforms to all the other features specified in Commercial Specification Section _____ of this Bid Document

Place:

Signature of the Bidder:

Date:

Name:

Business address:

FORM-6
DECLARATION FORM

**UNDERTAKING TO BE GIVEN BY THE COMPANY / PARTNERSHIP FIRM /
SUPPLIER ALONG WITH THE TENDER REGARDING RELATIVES**

I, _____ representi
ng the Company / Partnership Firm / Supplier responding to the bid invitation by the
APTRANSCO 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 III in the
APTRANSCO.

OR

- (b) that the following officers / employees of the APTRANSCO are related to
me and to therepresentatives of my company / firm and their status in the
APTRANSCO is as under:

Sl.No.	Name of the Officer Employee	Designation and Place of working	APTRANSCO	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

**DECLARATION TO BE GIVEN BY THE COMPANY /
PARTNERSHIP FIRM / SUPPLIER AT THE TIME OF ENTERING
INTO AGREEMENT WITH APTRANSCO / DISCOMS:**

(STRIKE OUT THAT WHICH IS NOT APPLICABLE)

- (a) I declare that myself or any one of the representatives of my company / firm do not have any relatives as defined in the appended annexure II in the APTRANSCO.

OR

- (b) that the following officers / employees of the APTRANSCO are related to me and to the representatives of my company / firm as mentioned hereunder:

Sl.No.	Name of the Officer Employee	Designation and Place of working	APTRANSCO	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 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

LIST OF RELATIVES

- | | |
|---------------------------------------|--------------------------------------|
| 1. Father | 14. Daughter's Husband |
| 2. Mother (including step mother) | 15. Daughter's Son |
| 3. Son (including step son) | 16. Daughter's Son's Wife |
| 4. Son's Wife | 17. Daughter's Daughter |
| 5. Daughter (including step daughter) | 18. Daughter's Daughter's Husband |
| 6. Father's Father | 19. Brother (including step brother) |
| 7. Father's Mother | 20. Brother's Wife |
| 8. Mother's Mother | 21. Sister (including step sister) |
| 9. Mother's Father | 22. Sister's Husband |
| 10. Son's son | 23. Son's Wife's Father |
| 11. Son's Son's Wife | 24. Son's Wife's Mother |
| 12. Son's Daughter | 25. Daughter's Husband's Father |
| 13. Son's Daughter's Husband | 26. Daughter's Husband's Mother |
- and their
siblings

FORM - 7

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. GST Registration Number :
10. Date of GST Registration :
11. Place of GST Registration :

Signature of
the Bidder

FORM – 8

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:
Manager

Signature of the

Date:

Name:

Bank address and Seal.

FORM -9

SUPPLIERS' BIDDING AUTHORISATION FORM

No. _____ dated

To

.....

.....

.....

Dear Sir,

SPECIFICATION No.

We _____ (Name & complete Address) who are established and reputable Suppliers of _____ (Name & descriptions of materials/equipment 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 Materials / equipment manufactured by us against the above Specification No.

Specimen Signature

Yours faithfully,

(Name) (Name of Supplier)

Note: This letter of authority should be on the letterhead of the Supplier.

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

FORM-11

MANUFACTURER'S AUTHORIZATION FORM (For Supply and Installation of MS 365 business standard)

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Specification No.

Date:

To:

WHEREAS

We _____, who are official
manufacturers/OEM vendors
of _____ having factories at _____ do hereby
authorize

_____ to submit a bid the purpose of which is to provide
support service for the Goods, manufactured by us _____, and to subsequently negotiate
and sign the Contract.

We hereby extend our full guarantee and warranty, with respect to the
works/supplies/services offered by the above firm.

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Dated on _____ day of _____, _____

NON-DISCLOSURE AGREEMENT

This Agreement between, Telecom & IT Corporation of Andhra Pradesh Ltd. (“APTRANSCO”), Vidyut Soudha, Gunadala, Vijayawada, 520004 as the Client Department

And

_____ (Name & complete Address)

WHEREAS, for the objective stated in Engagement letter (“Purpose”), the entire listed above (collectively referred as the “Parties” and individually referred to as “Party”) have determined to establish terms governing the use and protection of confidential Information belonging to or disclosed by any one party (“Owner”) than another party who originally received it from owner (each party directly or indirectly receiving such confidential Information, a “Recipient” thereof),

For purposes of this Agreement, the party that owns and/or discloses confidential information is hereinafter referred to as the “Disclosing Party” and the party that receives and or accesses Confidential Information hereunder is hereinafter referred to as “Recipient.”

1. **Definition:** “Confidential Information” means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, works/supplies/services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the Disclosing Party to Recipient either directly or indirectly in any form tangible form, orally or visually (Subsequently reduced to writing) (i) that has been marked as confidential; (ii) whose confidential nature has been made known by Disclosing Party, orally or in writing, to Recipient; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

PROPRIETARY CONFIDENTIAL INFORMATION

For purposes of this Agreement, “**Proprietary Confidential Information**” shall mean all such and any information with respect to the Source Code /software /Generic Information or all such other materials as have been disclosed by **Client Department** including but without limitation information relating to manufacturing processes, products, technology, processes, specifications, programs, models, financial information and projections, formulae, data, know-how, developments, designs, improvements, software programs.

2. **Exclusions:** Confidential Information does not include information, which; (i) is in Recipient’s possession at the time of disclosure; (ii) before or after it has been disclosed to Recipient, becomes part of the public knowledge or literature, not as a result of any action or inaction of Recipient; (iii) is approved for release by written authorization of the Disclosing Party; (iv) is disclosed to Recipient by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by Recipient without reference to Confidential Information of the Disclosing Party.
3. **Use Limitations:** Recipient agrees not to use the Confidential Information for its own use or for any purpose except for the purpose expressly set forth above. Recipient agrees not to copy, alter, modify, disassemble, reverse engineer or decompile any of the materials unless permitted in writing by the Disclosing Party.

4. **Non-Disclosure:** Recipient agrees not to disclose the Confidential Information to any third parties or to any of its employees except those employees who have a need to know the Confidential Information for accomplishing the stated purpose described herein and where such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of Confidential Information that is no less restrictive than the terms of this Agreement. Notwithstanding the foregoing, Recipient may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by pursuant to an applicable law or regulation; provided, however, the Recipient will use all reasonable efforts to notify Disclosing Party of the Obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure. Recipient agrees that it shall treat the Confidential Information with the same degree of care as it accords to its own Confidential Information of a similar nature; provided that in no event shall Recipient exercise less than reasonable care to protect the Confidential Information. Recipient may become aware.
5. **Third Party Information:** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
6. **Return of Materials:** Any materials or documents of Disclosing party which are Furnished to Recipient, and all copies thereof, at the earlier of Disclosing Party's request for return of the materials, or the termination of the business relationship between the Disclosing Party and Recipient, at the Disclosing Party's option, will either be: (i) promptly returned to the Disclosing Party; or (ii) destroyed by Recipient (with Recipient Providing written certification of such destruction)
7. **No License:** The confidential Information shall remain the sole property of the Disclosing Party. No License is granted to Recipient under any patents, copyrights, mask work rights or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information.
8. **Remedies:** Recipient understands and agrees that the Disclosing Party is providing the confidential Information to the Recipient in reliance upon this Agreement, and Recipient will be fully responsible to the Disclosing Party for any damages or harm caused to the Disclosing Party by breach of this Agreement by Recipient or any of its Officer, directors, employees or consultants. Recipient acknowledges and agree that a breach of any of its promises or Agreements contained herein will result in irreparable injury to the Disclosing Party for which there will be no Adequate remedy at law, and the Disclosing Party shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this Agreement by Recipient. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity.
9. **Attorneys' fees, jurisdiction/venue:** In the event of any litigation or other legal proceedings between the parties, the prevailing party shall be entitled to reasonable attorneys' fee and all costs of proceedings incurred in enforcing this Agreement. The High Court of Judicature at Amaravati for the States of Andhra Pradesh, India shall have exclusive jurisdiction to try and dispose of any proceedings arising out of this Agreement.
10. **Termination & Survival:** This Agreement will become effective as of the date first mentioned herein above and will continue to be in force for a period of two (2) year thereafter. Recipient's obligations under this Agreement with respect to Confidential Information it has received shall continue for a period of two (2) years after such disclosure.

11. **General:** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other Oral or Written representations and understandings. This Agreement may be amended or modified only in Writing Signed by authorized representatives of the parties hereto. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and the unenforceable or invalid provision shall be construed to be amended in order to avoid such unenforceability or invalidity while preserving as closely as possible the intent of the parties.
12. **Notices:** All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile, Telecom & IT or by certified or registered mail, return receipt requested, and shall be deemed given up on the earlier of actual receipt or (1) day after deposit with the courier service, receipt by sender of confirmation of electronic Telecom & IT or five (5) days after deposit in the mail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized representative of such party as of the date first above written.

For and on behalf of:

For and on behalf of:

Telecom & IT Corporation of Andhra Pradesh Ltd.
“Client Department”

“Supplier”

Signature _____

Signature

Name _____

Name

Title _____

Title

Date _____

Date



FORM-14

TURN OVER & PERFORMANCE DETAILS

QUALIFICATION & PERFORMANCE PARTICULARS

Material Description:		Supply of Supply and Installation of MS 365 business standard		
I. Qualifying requirements as per the Specification				
	Supply and Installation of MS 365 business standard			
Quantity as per schedule of requirements	134 Nos.			
Supply - 40% of the requirement	54Nos.			
Performance - 20% of the requirement	27 Nos.			
Turnover – 100 % of quantity quoted	Rs. _____			

II. Bidders past supply details to be furnished by the Bidder

S.No	Particulars	Name of the Purchaser and quantity					
		1		2		3	
		Purchaser Name	Qua ntit y	Purchas er Name	Quanti ty	Purchaser Name	Quantity
		Quantity supplied during the last three years					
1	2022-23						
	Supply Qty						
	Turnover Amount						
2	2023-24						
	Supply Qty						
	Turnover Amount						
3	2024-25						

	Supply Qty							
	Turnover Amount							
4	Maximum supply in continuous 12 months period in last 3 years. From To							
5	Performance for similar eqpt. Qty							

1. Note:

- a. Documentary evidence in support of the above shall be furnished along with the Bid. Monthwise supply details for the above shall also be furnished.
- b. If any of the information furnished above is found to be false the firm will be debarred.
- c. If the Bidder has supplied to more than three suppliers to meet the qualifying requirement a separate sheet may be enclosed to include the other suppliers and total indicated.
- d. This above schedule shall be enclosed to the qualification bid.

Signature of the
Bidder

FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date.....

Name of the contract: Lr.no:

To: (Name of the Purchaser) The Chief Engineer/Telecom & IT , APTRANSCO, VidyutSoudha, Gunadala,Vijayawada,.

In consideration of the The Chief Engineer/ Telecom & IT , APTRANSCO, VidyutSoudha, Gunadala, Vijayawada, (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to _____(Contractor Name) having its Registered Office & _____(hereinafter referred to as the 'Contractor, which expression shall unless repugnant to the context or meaning there of, include its successors administrators, executors, and assigns), a Contract by issue of Employer's Letter of Intent Lr.No _____ and the same having been acknowledged by the Contractor,. For Rs. _____ (Rupees _____ only) for Specification No. _____-“

“(Description of Work) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the Contract, equivalent to Rs.____/- (Rupees _____ only) of the said value of the aforesaid work under the Contract to the Employer.

WE The _____ having our registered office at _____(hereinafter called "the Surety"), which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of Rs. _____/- (Rupees _____ only) of the as aforesaid at any time up to _____ (days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator, or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till_(days/month/year] whichever is earlier

fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the

Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts or omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company

The Surety declares that this Insurance Surety Bond is issued by the _____(name of Insurance Company) having our registered office at ____ _as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i. Our liability under this Insurance Surety Bond shall not exceed Rs. _____/- (Rupees _____only) of the
- ii. This Insurance Surety Bond shall be valid up to _____
- iii. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before _

The Surety Bond can be confirmed from our following E- confirmation cell Mail IDs and Address: Email

ID:

Address:

WITNESS Signed for and on behalf of the