

SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LTD
(A Govt. of Andhra Pradesh under taking)
Near Srinivasa Kalyanamandapams, Tiruchanur Road, Tirupati



Southern Power AP

TENDER DOCUMENT

Annual Maintenance Contract (AMC) for the Physical infrastructure of the Data Centre
located at Corporate Office, APSPDCL, Tirupati.

Tender Specification

No.-SIP No.03/2025-26

The Chief General Manager/ Projects & IT
SPDC of A.P. Ltd., 19-13-65/A
Near Srinivasa Kalyanamandapams,
Tiruchanur Road
Tirupati-517 503

Phones : 8332999180
9440811900

Tender SIP No.03/2025-26,dt. 03.05.2025.

Contents of Tender Schedules:

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NOTE:

1. Payment terms, Delivery period, Performance Bank Guarantee, Taxes and Duties should be in line with the terms and conditions of the specification. If any bidder does not meet any one of the conditions, such tender will not be considered. Please note that conditional offers are also not considered.
2. The bidders shall check the website www.apecurement.gov.in & www.apspdcl.in for amendments, if any, up to one day prior to the date of tender opening. The amendments shall be binding on the bidders.

**CHIEF GENERAL MANAGER/PROJECTS&IT
APSPDCL::TIRUPATI**

SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LTD
(A Govt. of Andhra Pradesh under taking)
Near Srinivasa Kalyanamandapams, Tiruchanur Road, Tirupati
SECTION-I
REQUEST FOR PROPOSAL
(RFP)

Tender SIP No. 03/2025-26,dt.03.05.2025.

1. APSPDCL invites bids from eligible bidders for Annual Maintenance Contract (AMC) for the Physical infrastructure of the Data Centre located at Corporate Office, APSPDCL, Tirupati..
2. Brief description of “the works” is as follows:

Tender Specification No.	Material	Period	Date & time of downloading tender document	Date & time of closing bid submission	Technical Specification bid opening date online (Technical bid stage)	Price bid opening date on line (Financial bid stage)
SIP- 03 /2025-26	Annual Maintenance Contract (AMC) for the Physical infrastructure of the Data Centre located at Corporate Office, APSPDCL, Tirupati.	12 Months	From 05-05-2025 @00:00Hrs to 15-05-2025 up to 12:00 Hrs	15-05-2025 by 15:00 Hrs	15-05-2025 by 16:00 Hrs	17-05-2025 by 12:00 Hrs

3. All the interested bidders may visit www.apecprocurement.gov.in to view and download the tender documents free-of-cost from **05-05-2025/00:00 Hrs to 15-05-2025/12:00 Hrs.**
4. Those who are interested in submitting bids have to register in the www.apecprocurement.gov.in site and also have to obtain Digital Certificates. The details and procedure for obtaining a digital certificate are mentioned in the website or contact the helpdesk of the site.

SECTION –II

ONLINE VERSION

Tender Specification No : SIP -03/2025-26.

Notice Inviting Tender Details		
S.No	Description	
1	Department Name	SPDC of AP Ltd.
2	Office	Projects & IT Wing, Corporate Office, SPDC of AP Ltd
3	Tender Number	SIP -03/2025-26
4	Tender Subject	Annual Maintenance Contract (AMC) for the Physical infrastructure of the Data Centre located at Corporate Office, APSPDCL, Tirupati
5	Delivery Period	Within 10 days from the date of LOA
	Period of Work	Twelve Months
6	Tender Type	Open
7	Tender Category	NA
8	Bid Security (INR)	Bidder shall furnish bid security amount of 2% of total Ex-Works of quoted value against the bid by online payment through aprocurement. EMD/Bid Security shall be either online payment or in the form of Bank Guarantee
9	Bid Security Payable to	Through aprocurement (online/ BG) only
10	Processing Fee (INR)	<u>NIL</u>
11	Transaction Fee	<u>Transaction fee:</u> All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase as levied by Govt. of India on transaction fee through online in favour of M/s.APTS, Vijayawada The amount payable at Vijayawada is nonrefundable. Corpus Fund: 0.04% on the Estimated/Quoted Value. (As per G.O.Ms.No.4, dt.17-02-2005 for collection of Corpus fund @ 0.04 % from successful bidders on e-Procurement platform through Payment Gateway) (Corpus fund @ 0.04% shall be charged from successful bidders as per G.O.Ms.No.4, dt.17-02-2005).
12	Transaction Fee Payable to	APTS, VIJAYAWADA
13	Schedule Sale opening date	05.05.2025 @00:00Hrs
14	Schedule Sale closing Date	15-05-2025 @12:00Hrs
15	Bid Submission Closing Date & time	15-05-2025 by 15:00Hrs
16	Bid submission	On Line
17	Pre-Qualification& Technical Bid Opening Date (Qualification and Eligibility Stage and Technical Bid Stage)	15-05-2025 by 16:00Hrs
18	Price Bid Opening Date (Financial Bid Stage)	17-05-2025 by 12:00 Hrs
19	Place of Tender Opening	O/o Chief General Manager/Projects & IT,APSPDCL,

		19-13-65/A,Kesavayana Gunta,Tirupati – 517 503.
20	Officer Inviting Bids/ Contact Person	Chief General Manager/Projects & IT/ APSPDCL/TIRUPATI
21	Address/E-mail id	O/o Chief General Manager/Projects & IT,APSPDCL, 19-13-65/A,Kesavayana Gunta,Tirupati – 517 503.
22	Contact Details/Telephone, Fax	Ph.No.8332999180, 9440811900
23	Eligibility Criteria	As per Section VI
24	Procedure for Bid Submission	<p>Bids shall be submitted online on www.apecurement.gov.in platform</p> <ol style="list-style-type: none"> 1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.apecurement.gov.in. 2. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates. 3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place. 4. The bidders should scan and upload the following documents in support of technical bids. The bidders shall sign on all the statements, documents certificates uploaded by him, owning responsibility for their correctness/ authenticity: <ol style="list-style-type: none"> a) Processing Fee b) Bid Security should be furnished <ol style="list-style-type: none"> i) Online payment particulars (or) ii) If exempted (in case of Government firms only) give details of Bid Security Exemption c) "Latest Sales Tax Clearance Certificate" d) Details of previous supplies as per tender document e) Copies of previous supply orders in support of above. f) Reports on financial standing of the bidder such as profit and loss statement, balance sheets and auditors report for the past three years etc., g) Duly filled and signed proforma as per Format IIIA. h) Transaction fee payable to M/s. APTS, Hyderabad <p>5. The rates should be quoted in online only.</p>
		<p>6.</p> <ol style="list-style-type: none"> a. After uploading the documents the copies of the uploaded statement, certificates, documents, in respect of processing fee and Bid Security (except the Price bid/offer/break- up of taxes) are to be submitted by the bidder to the Chief General Manager/ Projects & IT/APSPDCL so as to reach before the date and time of opening of the technical bid. b. Failure to furnish any of the uploaded documents,

		<p>certificates, before the date and time of opening of technical bid will entail in rejection of the bid.</p> <p>c. The Department shall not hold any risk on account of postal delay.</p> <p>d. Similarly, if any of the certificates, documents, etc., furnished by the tenderer are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p> <p>7. The department will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.</p> <p>8. The Documents that are uploaded online on e-market place will only be considered for Technical Bid Evaluation.</p> <p>9. Copies of all the uploaded statement like Previous experience, turnover details, type test reports etc. shall be notarised or attested by the gazetted officer</p> <p>10. Important Notice to Contractors, Suppliers and Department users</p> <p>(i) In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G.O.Ms.No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC Banks with e-Procurement platform, which provides a facility to participating suppliers/contractors to electronically pay the transaction fee online using their credit cards.</p>
25	Rights reserved with the Department	APSPDCL reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore. The APSPDCL also reserves the right to split the tender and place orders on more than one tenderer at its discretion
26	General Terms and Conditions	As per tender documents.

**CHIEF GENERAL MANAGER/PROJECTS&IT
APSPDCL::TIRUPATI**

SECTION – III

ELIGIBILITY CRITERIA

1. The bidder must be a registered company in India registered under the Companies Act 1956 or a Government Organization and should be in existence for a minimum of 5 Years. Certificate of Incorporation and Memorandum/Articles of Association/Firm registration may be furnished for proof of support.
2. The Bidder shall furnish the following undertaking from OEMs of PAC –Make –STULZ, 160KVA UPS- Make – Emerson, 500KVA DG Mahindra Powerol on OEM’S letter head (Manufacture’s Authorization Letter (MAF)) for consideration of their bid:
(OEM back-to-back Support required)
 - a) Bidder is authorized to quote for maintenance support services (AMC) for their items covered under this tender (tender no.____).
 - b) OEM will provide spares and maintenance support through the bidder for the items covered under this tender (tender no. ____) throughout the contract period.
3. The bidder shall have carried out at least one job of Annual Maintenance Contract (AMC) for Data Centre for an order value of 100% of ECV or more in the last 5 years. Documentary evidence in the form of Work Order/PO/LOA/ Agreement along with (i) Satisfactory service certificate, OR (ii) proof of release of Performance security/guarantee after completion of the contract, OR (iii) proof of settlement/release of final payment against the contract, OR (iv) any other documentary evidence that can substantiate satisfactory execution of each of the contracts cited above shall be submitted. Offers less than the minimum prescribed are liable for rejection. Work Order/PO/LOA/Satisfactory certificate etc., must clearly indicate the bidder’s responsibility towards maintaining Data Center, i.e. Non-IT equipment like UPS, Precision Cooling, Fire Suppression System, etc.,
4. The bidder’s financial turnover during any one year of the last five years should have been equal to or more than 100% value now quoted (ending 31st March of the previous financial year). Audited financial statements certified by Practicing Chartered Accountant to be enclosed. Liquid assets and credit facility of not less than 50% of ECV (credit/letter of credit, solvency certificate from bank etc.) shall be provided.

5. The bidder should give a declaration that the bidder has not been debarred/blacklisted from last five years by any Central or State Govt/Quasi Govt Departments or organizations for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices as per format given in sample forms.
6. Bid Security (EMD) for an amount of 2% of total Ex-Works of quoted value against the bid shall be paid through online Payment (or) in the form of DD drawn in favor of Pay Officer/APSPDCL/Tirupati (or) BG from Nationalized/Scheduled bank.
8. The bidder should quote for full quantity. The bidder will be completely responsible for the execution of the work as a single point solution provider and the sole prime contractor for the entire work.
9. The bidder should furnish (a) a Copy of the PAN card (b) a copy of the GST Registration certificate

Section IV

SCOPE OF WORK

1. Introduction:

The Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) has established its Data Centre (DC) at Corporate Office, Tirupati operational since 2011 spread across 3300 sq.ft area consisting of physical infrastructure like precision A/Cs, comfort A/cs, fire detection and control systems, lighting, CCTV surveillance, UPS with DG support, well equipped with 24x7 redundant power supply. Now, APSPDCL desires to invite bids for Annual Maintenance Contract (AMC) for a period of twelve months for physical infrastructure of the DataCentre located at Corporate Office, Tirupati.

2. Scope:

Scope of the work is for Annual Maintenance Contract (AMC) for a period of twelve months for the physical infrastructure of the Data Centre located at Corporate Office, Tirupati. The Systems/Assets have to be maintained duly co-ordinating with OEMs or OEM Authorised Vendors for the items covered and should have back-to-back arrangements with OEM/Authorised Vendor for the entire AMC period. The equipment like DG set, PAC & UPS are to be maintained during Comprehensive AMC with unlimited break down calls and scheduled quarterly preventative maintenance of all the equipment covered in the contract. However, the Diesel consumption in the DG sets being the operational cost is not considered in scope of Contractor. All the consumables are in the scope of APSPDCL like Batteries, NOVEC 1230 Gas, cables & Lubricants.

TIE-UP WITH OEM/MANUFACTURE:

The Contractor should have back-to-back arrangements with OEM/Manufacturer for the AMC period of One year for at least 3 major items (UPS, PAC, DG Set). It is the responsibility of the contractor to provide certification from OEM/Manufacture for complete support in case of product upgrades or discontinuation of product and has sufficient provision for spares. Contractor's total aggregate liability under this agreement will be limited to 100% of the contract value under this Agreement. Neither party shall be liable for, indirect, special or consequential costs or damages.

The list of items to be covered in the AMC are given in Annexure A.

. A brief overview of services required under the scope of work is given below:

- Preventive Maintenance
- Maintenance of UPS and regular check up of battery systems
- Maintenance of Electrical Power supply panels,
- Maintenance of Server Room Precision Air Conditioning(PAC) Systems in different sections of the Data Center, Comfort Air conditioning systems in network room, telecom room,BMS room & UPS room.
- Maintenance of Water Leakage Detector system, Rodent Repellent system.
- Regular checking of Diesel generators.

THE OVERALL SCOPE INCLUDES THE FOLLOWING:

Maintenance of 500KVA Diesel Generator sets: 1No.

Non comprehensive Annual Maintenance of Diesel Generator with capacity of 500 KVA, Make : Mahindra Powerol Shanghai Diesel Engines and performing relevant checks such as PRE STARTING CHECKS includes, checking engine oil and coolant level, Checking the fuel level, Check belt tension, tighten if required , all hoses for loose connection tighten if necessary. Check battery terminals for corrosion, check the air filter restriction indicator. Checking of filters and Replace the filters if necessary. Quarterly inspect and check Coolant level, driving belt for over or loose tension, Lube oil level through the dipstick, any leakage of fuel, lube oil or coolant, Drain the sediments from the fuel water separator, Tighten nuts & bolts wherever necessary, carrying out preventive maintenance like Checking and cleaning of air cleaner filter, cooling systems, for every 3months and attending repairs as and when called etc complete for finished item of work.

LT Panel, breakers & couplers: 4 Nos.

Non Comprehensive Annual Maintenance of LT Panel, breakers & couplers -4 Nos Siemens Make includes Cleaning of Panels, Breakers, Checking condition of Bus bars, Checking condition and alignment of jaw Contact, checking of MCCB, Checking of breaker tripping through push button, Checking of Contactor, Checking of Control Wiring, ensuring proper operation of couplers and tightness of connections, and attending repairs as and when called etc complete for finished item of work.

DG Synch Panel:1 No.

Non Comprehensive Annual Maintenance Contract of DG Synch Panel - 1 No. Ensuring all the Three Nos 500KVA DG's are in sync with each other, ensuring immediate switching ON

of DG's on power supply failure by checking quarterly once manually, applying necessary software updates if any, ensuring perfect operation of DG Sync Controller, and attending repairs as and when called etc complete for finished item of work.

Maintenance of UPS 160 KVA along with batteries: 2 Nos.

Comprehensive Annual Maintenance of UPS (160 KVA) & Batteries 2 Sets ,includes routine servicing/preventive maintenance, regular checking and monitoring the performance of the entire UPS systems, attending to complaints and breakdown calls, replacement of worn out or defective components including supply of all spares and consumables (except supply of UPS batteries and capacitors in the UPS which will be arranged by APSPDCL for replacement whenever necessary), check the entire UPS systems (including batteries) at least once in a month including servicing/preventive maintenance whenever required, and attending repairs as and when called etc and should furnish service report complete for finished item of work.

Maintenance of UPS 40 KVA along with batteries: 2 Nos.

Comprehensive Annual Maintenance of UPS (40 KVA) & Batteries 2 Sets includes routine servicing/preventive maintenance, regular checking and monitoring the performance of the entire UPS systems attending to complaints and breakdown calls, replacement of worn out or defective components including supply of all spares and consumables along with distilled water top-up (except supply of UPS batteries and internal capacitor in UPS which will be arranged by APSPDCL for replacement whenever necessary),check the entire UPS systems including batteries at least once in a month including servicing/preventive maintenance whenever required and should furnish service report and attending repairs as and when called etc complete for finished item of work.

Maintenance of Precision Air conditioning system: 8Nos.

Comprehensive Annual Maintenance of Precision Air conditioners each 18TR capacity of 8 Nos of Stulz Make which includes cleaning of unit in general every month, checking refrigerant piping for signs of leaks, checking machine compressor and other drives for undue vibrations, clean air filters, Ensuring proper condition of drain by checking for blocks/leaks, V-belt tightness of blower, motor pulleys, cleanliness of blowers, Voltage readings, Cleaning condenser coils and coil fan, voltage of condenser motors, starters check, tightness of electrical connections, operation of controller, operation of heater and humidifier, and filling of refrigerant gas as and when required and compressor replacement as and when failed, PCB replacement, and attending repairs as and when called etc complete for finished item of work.

Maintenance of split Air conditioners 2T capacity: 20nos.

Comprehensive Annual Maintenance of 20 Nos of each 2TR capacity comfort Air Conditioners, includes Cleaning the outdoor condenser coils and indoor evaporator units, Checking the refrigerant level and topping up when required, Inspect the drain pans and condensate drains, Checking of outdoor fan motor and blades and indoor blower assembly, Checking compressor and refrigerant tubing, Lubricating moving parts (as applicable), Inspecting all electrical controls, wiring and connections, Inspecting and cleaning and replacing air filters when needed. Running a general system test, Check duct work for leaks and other problems, cutting back shrubs and other vegetation if any present at site as needed to maintain a minimum of 2 feet of clearance on all sides of the unit ensuring adequate air flow to the condenser coil etc complete for finished item of work.

Fire Detection System: 1Set.

Non Comprehensive Annual Maintenance of Fire Detection System 1 set which includes ensuring working of fire alarm panel system, repeater panel, manual call points, cleaning of smoke detectors with blowers once in month, routine checkup of control and relay modules, checking of pressure level in gas suppression system and replacement of minor spare parts such as connectors etc , attending problems immediately as and when called and submission of quarterly reports regarding the health of the system, and attending repairs as and when called etc complete for finished item of work. However, NOVEC gas is not in the scope of bidder.

Fire Hooters: 24Nos.

Non Comprehensive Annual Maintenance of Fire Hooters 24 Nos which includes sounding of hooters with fire/smoke as a part of routine checkup, software patches and updates if available, cleaning of hooters and replacement of minor parts of hooters such as springs etc and submission of quarterly report of the system and attending repairs as and when called etc., complete for finished item of work.

Automatic water leak detection system: 1Set.

Non Comprehensive Annual Maintenance Contract for Automatic water leak detection system 1 set which includes routine checkup including checking mains power supply, operation of water leak detection controller, testing of cable sensor/probe sensor/on quarterly basis, ensuring tightness of connections, attending calls as and when required and replacement of minor connectors/clips as required and generating log reports on quarterly basis, and attending repairs as and when called etc complete for finished item of work.

Rodent repellent system: 3Sets.

Non Comprehensive Annual Maintenance Contract of Rodent repellent system 3 set includes checking operation of rodent repeller controller, checking mains power supply, ensuring proper operation of Ultrasonic Transducers, testing of Transducers on quarterly basis and generating log reports, ensuring proper operation of rodent alert system panel and replacement of minor resistors/connector as required etc complete for finished item of work.

Preventive maintenance: The vendor shall carry out scheduled maintenance activities for all the items defined in the SCOPE as per the recommendations of the manufacturer of the items in the presence of APSPDCL personal. All the scheduled maintenance activities should be aligned with the Maintenance Service Window. The vendor shall carry out preventive maintenance for any item if required to prevent anticipated failure. However, the vendor shall Endeavour to schedule the preventive maintenance within the Maintenance Service Window. For all the planned maintenance activities scheduled within the Maintenance Service Window, the vendor shall ensure to inform the customer and all the users at least 4 working days in advance. For the activities planned outside Maintenance Service Window, the vendor shall ensure to inform the customer and all the users at least 7 working days in advance. The Maintenance Service (without shutdown of any equipment) Window shall be from 15:00 Hrs to 20:00 Hrs every Saturday. Logbooks are to be maintained in the format decided by APSPDCL. The logbook should reflect all the activities, including fault rectification carried by the firm, materials taken out, brought in and it should be get signed by the designated person of APSPDCL.

The periodic quarterly Prevent maintenance for the critical components of the datacenter infrastructure to be carried out by the respective OEMs / OEM authorized representatives. Providing monthly reports of various maintenance activities in a format approved by APSPDCL. Details of activities done during each preventive maintenance visit should be recorded in the Log book. Before every payment such preventive maintenance record will be checked. If required the firm should provide additional resources to complete the job.

FOR PRECISION AIR CONDITIONERS:

Annual Maintenance Contract, which takes care of Preventive & Break down Maintenance and replacement of all the parts including the compressor, consumables spares like Return Air Filters, evaporator and Condenser Coils, Fuses, Compressor Oil, Filter Drier, Humidifier, Relays etc.. It must be ensured that the spares replaced must be of the OEM and must be of standard prescribed quality. In case of unavailability of the

spare, a similar standard make option approved by the APSPDCL can be choose for maintenance.

PERIODICAL INSPECTION AND SERVICE OF THE PLANT ONCE IN A MONTH DESCRIBED BELOW:

- Checking the Air conditioning system comprising of the refrigeration plant, air cooled condensers and their respective motors and starters, Fans etc.
- Health checkup of the system regularly including spare part replacement if any parts found faulty at the time of maintenance by the service engineer by through call logging at appropriate time.
- Inspection of the safety and security by maintaining the entry access.
- Leak testing and rectifying leaks in the refrigeration system if any at the time of maintenance by the service engineer.
- Checking the plant performance in relation to indoor room temperatures. Immediate remedial action to be taken in case of failure to consistently maintain the range of 21–24 °C.
- Checking the PAC System operating pressure and ensure full efficiency. Checking the Voltage and component amps.
- Attending break down calls and trouble diagnosis.
- Water cleaning of condenser coil fins in air cooled condenser systems. Repairs / Overhaul of the components of the equipment whenever required. Checking the performance of the air cooled condenser fans.

For Fire Alarm, Rodent Repellant System, Fire Suppression System etc:

All Parts/components of the above said System which need replacement shall be identified & replaced with the available equivalent and suitable components / parts. Repair/Replacement of cables & conduits, Batteries, Power supplies & Software is covered in AMC.

LOG BOOK:

The contractor should maintain log-books. The logbook should reflect all activities carried out by the firm and also, must reflect the materials taken out or brought in and it should be countersigned by the user during all fault – rectification.

REPAIRED/REPLACED PARTS:

Any defective component which is covered under AMC should be repaired/replaced by the contractor at no extra cost. Replaced component due to technical, functional, manufacturing or any other problem with a component of the same make and

configuration. If the component of the same make and configuration is not available, the replacement shall conform to open standards and shall be of a higher configuration and shall be approved by the concerned APSPDCL official. The Firm may retain the defective parts in lieu of the replaced part. This however does not apply to Hard drives/any storage part if applicable in the data center. Necessary breakdown maintenance of equipment shall be rectified immediately but not later than a **period of 48 hours**. However emergency/crash calls from APSPDCL reporting failure of the equipment shall be attended to immediately but not later than a period of 6 hours.

Corrective Maintenance: The firm has to resolve all the calls within the stipulated period as indicated in the response and resolution timetable. The corrective maintenance includes replacing faulty parts of associated physical infrastructure of the Data Centre. In case the problem is not resolved by the bidder manpower, experts (from OEM/OEM authorized) should be deployed to resolve the problem.

PERFORMANCE STANDARDS:

The standards of performance should be followed as given below:

The Bidder shall manage the system in an efficient manner according to the highest standards and adhere to timelines. In case the performance standard of the agency is below what is mentioned above, the penalty will be imposed as per payment & penalty clauses.

DEPLOYMENT OF WORK FORCE:

The Bidder shall deploy adequate manpower, as considered necessary by respective Discom for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to respective Discom. Female employees shall not be deployed beyond normal working hours/days and no child labour shall ever be deployed. The Bidder's employees, deployed for the works under this contract will not be considered in Company's employment at any time. The Bidder shall continue to be responsible for all such employees; their safety, all types of statutory compliances related thereto and in any other manner whatsoever. The company will stand indemnified by the Agency in respect of all the above. At the same time Company upon noticing any breach or default on any statutory compliance, may at their sole discretion, decide to act in a manner as deemed fit at the risks and costs of the Bidder.

The Discom shall have the right to instruct the Bidder to-change the Sub-Associates or skilled /unskilled workers in case the conduct, the workmanship or speed of the work is not satisfactory.

3. RECORD KEEPING:

The vendor shall maintain a record of all calls by the customer in the register also. The record will include the details of:

- Date and time of the first call.
- Name of customer representative/user logging the call.
- Description of the problem/service required.
- Equipment or software affected.
- Name of support/service staff assigned to the call.
- Response time.
- Description of rectification.
- Details of any replacement or additional equipment or software components required
- Date and time of final rectification.
- Details of all Scheduled and Preventive maintenance activities.

4. PERFORMANCE REVIEWS:

Representative of Customer and Vendor shall meet once in every quarter for the purpose of reviewing:

- The Performance of the Vendor.
- The efficiency, effectiveness and convenience of the operating procedures.
- The Customer's satisfaction.
- Any other relevant issues.

For the purpose of assessing performance, the meeting will consider:

- The number of incidents resolved within the Resolution Time.
- The extent of spares kept on site.
- The speed of response and resolution of each incident and each service request.

5. Technical Terms and conditions:

1. Vendor shall be completely responsible for AMC of the Data Center Infrastructure as a single point solution provider and the sole prime contractor for the entire period of the agreement.
2. Execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.
3. If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services are required for proper

performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work.

4. APSPDCL reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions that are not necessarily stipulated therein if it deems necessary to fulfil the Scope of Work.
5. The Vendor or their personnel/representative shall not alter / change / replace any hardware component proprietary to APSPDCL and/or under warranty or AMC of the third party without the prior consent of APSPDCL. The Vendor or their personnel shall not, without the consent of APSPDCL, install any hardware or software not purchased/owned by APSPDCL.
6. The bidder must agree to include or exclude similar items under the scope of the contract on a pro-rata basis on the existing terms & conditions during the tenure of the contract.
7. Initial contract period will be twelve months. The contract may be extended further subject to the satisfactory service by the vendor.
8. The Bidder must maintain adequate onsite & offsite spare parts/components to ensure the uptime commitment is met to provide the services. The Bidder needs to have a back-to-back arrangement with all OEMs. The Bidder would be required to provide a copy of the respective SLA signed with the respective OEMs.
9. The selected bidder should indemnify and keep the purchaser indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the premises and any loss or damage to property belonging to APSPDCL, sustained due to the acts or omissions of the contractor irrespective of whether such liability arises under the workmen's compensation act or the fatal accidents act or any other statute in force from time to time.
10. Bids from joint ventures and consortiums are not acceptable.

ANNEXURE – A

LIST OF DATA CENTRE PHYSICAL INFRASTRUCTURE:

Sl.No.	Description of Equipment	Year of Manufacture	OEM	Qty.
1	Diesel Generator with capacity of 500 KVA	2011	Mahindra	1 No.
2	Precision Air Conditioners 18TR (C3)	2011	Stulz	8 Nos.
3	UPS (160KVA) & Batteries	2011	Emerson	2 Sets
4	UPS (40KVA) & Batteries	2011	Emerson	2 Sets
5	Fire detection system	2011	Honeywell	1 Set
6	Fire Hooters	2011	Honeywell	24 Nos.
7	Automatic water leak detection system	2011	Honeywell	1 Set
8	Rodent repellent system	2011	Honeywell	3 Sets
9	Comfort Air-conditioners	2011	Daikin	20 Nos.
10	LT Panel, breakers & Couplers	2011	I Cube, ABB	4 Nos.
11	DG Synch Panel	2011	Pace Switchgear	1 No.

Format- A

Proforma of Checklist for Bidders

(TO BE FILLED UP BY THE TENDERER)

1. Specification No.	
2. Name of the work	
3. Bidder's firm registration particulars	
4. State whether Bid guarantee is enclosed (or) Whether Bid guarantee exemption letter enclosed, if exempted.	Rs. Date.
5. State whether the quotation is in single part/ Two part	
6. Prices whether Variable / Firm and Whether any other tax / duty payable. If so give details and the same is included / not included.	
7. State whether APSPDCL terms of payment are accepted.	
8. State whether 90 days validity offered for Bid	
9. Whether GST clearance certificate enclosed	
10. Whether Income tax clearance certificate enclosed	
11. Whether Penalty for delayed delivery as per clause of the general items accepted.	
12. Whether all the requirements mentioned in Section-IV & Section-V of Bid document full filled	YES/NO
13. Scanned, uploaded and attached all the specified documents as per Notice inviting tender details (online version) including FORMs & Annexures	YES/NO
14. Whether APSPDCL terms and conditions of procurement is accepted or not	
15. TIN and PAN No.	

Format-B: RTGS

Payment for the bills will be made by “Real Time Gross Settlement” duly furnishing Bank account details as per the format given below on non- judicial stamp paper of worth Rs. 100/- to Chief General Manager (Expenditure) for arranging payment through RTGS.

To
The Chief General Manager (Expenditure),
Corporate Office, APSPDCL.,
Tirupati.

Bank details & undertaking for payment Through RTGS

1. Name of the Supplier / Contractor
2. Bank Account No.
3. Type of Account
4. Name of the Bank
5. Name of the Branch & Address
6. Branch Code
7. IFSC / RTGS Code of the Branch

We hereby undertake to bear the risk and cost of transfer charges to our account only.

Stamp & Authorized Signature of the Supplier / Contractor

“No payment will be made to the suppliers/vendor by way of cash and cheque and all payments will be credited to their respective bank accounts only.”

If the above details are already furnished against earlier Purchase Orders, there is no necessity to furnish the said details again except in case of change in account nos. only.

Section: V - TERMS AND CONDITIONS



Southern Power AP

A.P.S.P.D.C.L

**GENERAL AND FINANCIAL
TERMS AND CONDITIONS**

for

**Annual Maintenance Contract (AMC) for the physical infrastructure of the Data Centre
located at Corporate Office, APSPDCL, Tirupati**

SALIENT FEATURES OF THE BID

Tender Specification No : SIP-03/2025-26

Name of the Work : AMC of APSPDCL Data Centre

Officer to whom the bid will be addressed : The Chief General Manager, Projects&IT
APSPDCL, 19-13-65/A, Near Srinivasa
Kalyanamandapams,
Tiruchanur Road, Tirupati-517 503.

Superscription on the bid cover and the outer envelope:

- a. Specification No :
- b. Due date and time for submission :

- c. Date and time of opening:
- d. Payment of bid security:(yes/no).
- e. Whether 90 days validity offered:(yes/no).
- f. Whether bid is made accepting payment terms Clause:(yes/no).

Content of Bidding Documents:

The materials / service required, bidding procedures, and contract terms are prescribed in the bidding documents as listed below:

- a. Notice Inviting Bids.
- b. Qualification Requirements.
- c. Scope of the work.
- d. Standard General terms and conditions of contract.

SAMPLE FORMS to be submitted:

- 1. Bid Form and Price Schedules
- 2. Price format
- 3. Contract form
- 4. Performance Security form.
- 5. Declaration regarding clean record.
- 6. Turnover.
- 7. AMC works turnover
- 8. Performance statement
- 9. Declaration non-involvement of APSPDCL employees

The Bidder is expected to examine all instructions, forms, terms and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at Bidder's risk and may result in the rejection of its bid.

Deviations from standard bidding document

- i. General Terms and Conditions of Contract
- ii. Technical

The above deviations supersede the existing terms of GCC and Technical Specification.

**CHIEF GENERAL MANAGER/PROJECTS & IT
APSPDCL::TIRUPATI**

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A. Introduction

1. Definitions

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

- a) "The Contract" means the agreement entered in to between the Customer/Purchaser and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c) "The material/equipment" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Customer /Purchaser under the Contract.
- d) "The Services" means those services ancillary to the supply of the Materials/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 of Contract contained in the section.
- f) "The Customer/purchaser" means the organization purchasing the Materials / Service/equipment.
- g) Vendor is a supplier who has registered with the customer/purchaser for the supply of materials/equipment.
- h) "The Supplier" means the firm supplying the Materials/equipment and Services under this Contract.
- i) "Day" means calendar day.
- j) Duration of Agreement: twelve months from the date of commencement unless terminated.
- k) Site Address: Corporate Office, APSPDCL, D.No.19-13-65/A, Near Srinivasa Kalyanamandapams, Tiruchanur Road, Tirupati-530013

- l) Call: Any contact from the customer to the designated vendor contact via agreed means of communication (e.g. telephone, e-mail, voice mail, handwritten document, web etc.).
- m) Incident: Any failure, malfunction or abnormal performance reported by the customer to the vendor.
- n) Security Incident: Any unauthorised entry/access to the data centre, server, application etc .. shall be reported.
- o) Service Request: Any call for service needed for operational requirements within the Data centre.
- p) Response Time: The time interval between the first call by the customer of an incident and the arrival of the vendor representative at the location of the incident.
- q) Resolution Time: The time interval between the first call by the customer of an incident and the final resolution.
- r) Scheduled downtime: The downtime required for carrying out any planned activities requiring equipment downtime.
- s) Maintenance Service Window: The defined time period during which all scheduled downtime should be planned in order to minimize the inconvenience to the customer.
- t) Consumables: The material which is depleted during the course of its normal use.

2. Applicability

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

B.THE BIDDING DOCUMENTS

3. Contents of Bidding Document:

The services required, bidding procedures and contract terms are described in the bidding document. In addition to the Invitation for Bids, the bidding documents include

Notice Inviting Bid

- 1. Salient Features of the Bid
- 2. General Terms and Conditions of Contract
- 3. Qualification Requirements
- 4. Bid Form and Price Schedules
- 5. Bid Security
- 6. Performance Security Form

The Bidder is expected to examine all instructions, forms, terms and Technical specifications 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.

4. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable or by e-mail (hereinafter, the term cable is deemed to include telegram) at the Purchaser's address. The Purchaser will respond in writing to any request for clarification of the bidding documents, which it receives no later than seven (7) days prior to the deadline for the submission of bids. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be put on the Website of the purchaser or intimated by mail.

CRITERIA

A. Vital criteria for acceptance of bids:-

Bidders are advised not to take any exceptions/deviations to the bid document. Exceptions/deviations, if any, should be brought out to APSPDCL, after processing such suggestions, may through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected outright.

B.1 Bid should be submitted in the Two Bid system in two separate envelopes. The Techno-Commercial bid shall contain all details but with the price column of the price bid format blanked out. However, a tick mark (☐) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced Commercial bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.

Offers with technical bids containing prices shall be rejected outright.

B.2 The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price bid shall be straightaway rejected.

B.3 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Conditions of Contract at SECTION VI, Scope of Work /AMC and Special Conditions of Contract at SECTION V and Instruction to Bidders

B.4 Offers not accompanied with a copy of a valid registration certificate under Service Tax Rules or an undertaking for submission of a copy of requisite service tax registration certificate along with the first invoice under the contract are liable for rejection.

B.5 Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

B.6 In case the applicability of Services Tax is not quoted explicitly in the offer; the offer will be considered as inclusive of all liabilities of Service Tax.

B.7 The Bidder should give a separate break-up for the cost of goods and cost of various services and accordingly quote Service Tax as applicable for the taxable services.

B.8 Bidders are required to ascertain themselves, the prevailing rates of Service tax and all other taxes and duties as applicable (along with rates of all related levies viz. Surcharges, Cess, etc.,) on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and APSPDCL would not undertake any responsibility whatsoever in this regard.

5. Amendment to Bidding Documents:

5.1 At any time prior to the deadline for submission of bids, the Customer/purchaser, 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.

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

C. PREPARATION OF BIDS

6. Language of Bid:

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

7. Cost Associated with Bidding:

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

8. Documents Constituting the Bid:

8.1 The bid prepared by the Bidder will comprise the following components:

- i. Bid Security in accordance with Clause No
- ii. A Bid Form and Price Schedule completed in accordance with Clause No.9.1 &9.2
- iii. Documentary evidence establishing the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- iv. Documentary evidence establishing that the services to be supplied by the Bidder are as per the specification of the bidding documents;
- v. Tax clearance certificate
- vi. Schedule of Deviations (a) Commercial (b) Technical

All the Schedules will be duly filled but not necessary in the sheets attached to the specification unless full details required in the schedules are furnished; the Bids will be liable for rejection.

9.1 Bid Form:

- a) The Bidder will complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the brief description.

9.2. Bid Prices

9.2.1 Prices/ Rates shall be written both in words and in figures. There would not be errors and/ or over-writings. Corrections/ alterations, if any, would be made clearly and initialled with the date

9.2.3 The prices and discounts quoted by the Bidder in the Price Schedule/ Commercial/ Financial Bid shall conform to the requirements specified therein.

Prices quoted by the Bidder shall be fixed during the currency of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.

Unless otherwise indicated in the bid document, prices quoted shall correspond to 100% of the services to be provided.

9.2.1 The bidders shall indicate on the appropriate price schedule the net unit prices (wherever applicable).

9.2.2 Prices quoted by the bidder shall be firm during the bidder's performance of the contract and not subject to variation on any account.

9.2.3 Discount: Bidders are advised not to indicate any separate discount. Discounts, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes. However, in the event of such an offer, without considering discount, is found to be lowest, APSPDCL shall avail of such discount at the time of award of contract.

10. Taxes and Duties

10.1 A bidder will be entirely responsible for quoting the correct taxes and duties, other local taxes or levies, if any, license fees, etc. He has to incur until completion of the contract. For the purpose of evaluation the bidder should clearly indicate the taxes and levies payable. Failure to furnish the details as prescribed in the price schedule will be loaded as indicated in the evaluation criteria.

10.2 If the rates of statutory levies assumed by the Bidder are less than the actual rates prevailing at the time of bidding, the Customer/purchaser 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. In that case, the difference will be passed on to the credit of the Customer/purchaser.

11. Bid Currencies:

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

12. Documents Establishing Bidder's Eligibility and Qualifications

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

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted will establish to the APSPDCL's satisfaction:

- (a) that the Bidder has the financial, technical, capability necessary to perform the contract;
- (b) that the Bidder meets the qualification criteria listed in Section iv. In addition, the Bidder may furnish full particulars regarding similar contracts made so far to utilities during the last 5 Years.

13. Bid Security

- 13.1 The Bidder shall furnish Bid security for an amount of **Rs,52,000/-** along with the tender in online mode or Bank Guarantee or DD or NEFT or RTGS as the case may be and submit along with the tender documents, the scanned copy of the original with undertaking of the same is genuine and in case of anything found contra liable for consequences of prosecution, rejection of the bid and or black listing as the case may be.
- 13.2 Submission of BID SECURITY by way of DD, cheque, cash, money order, call deposit will not be accepted and will be considered as disqualification.
- 13.3 Payment of BID SECURITY will be waived at the discretion of the APSPDCL in the case of fully owned Government undertaking of the Central or State Government. Such undertakings should immediately apply and obtain exemption before submitting their Bids. They need only refer to the details of such exemption in their Bids. Exemption accorded by any organization other than APSPDCL will not be considered.
- 13.4 Requests for exemption from payment of BID SECURITY will not be entertained in any other case.
- 13.5 Any bid not secured as above will be rejected by the purchaser.
- 13.6 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiry of the period of bid validity prescribed by the Purchaser.
- 13.7 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract.
- 13.8 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 on the Bid Form, or
 - ii. Does not accept the correction of errors pursuant to Clause No.22.2; 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.30.
 - ii. To furnish performance security in accordance with Clause No.31.

14. Period of Validity of Bids.

- 14.1 **Bids will remain valid for the period of ninety (90) days from the date of bid opening** prescribed by the Customer/purchaser. A bid valid for a shorter period will be rejected.

The bidders should clearly superscribe on the sealed envelopes of the bids about the validity. Bids not containing superscription of validity will be rejected and returned unopened.

- 14.2 In exceptional circumstances, the Customer/purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto will be made in writing (or by cable). The Bid Security provided under Clause No.13 will also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security.

15. Tax Clearance Certificates:

- 15.1 Copies of Income Tax, Sales Tax and Turnover Tax certificates for the latest period from the appropriate authority will invariably be enclosed to the bid. In the case of a 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.

- 15.2 Due consideration will be given to any special devices or attachments put forward by the Bidder, which are calculated to enhance the general utility and the safe and efficient operation of the equipment/materials.

16. Format and Signing of Bid.

- 16.1 The Bidder shall prepare an original, clearly marking "ORIGINAL BID".

- 16.2 The original of the bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid will initial all pages of the bid, except for printed literature.

- 16.3 Any interlineations, erasures, or overwriting will be valid only if they are initialled by the person or persons signing the bid.

D. Submission of Bids

17. Sealing and Marking of Bids.

- 17.1 The Bidder shall seal the bid in an envelope

- 17.2 The envelopes will be addressed to the Customer /purchaser.

- 17.3 The sealed cover, as well as the outer envelope, should be superscribed as follows:

- (a) Bid Notice No.
- (b) Due date and time for submission.
- (c) Date and time for opening.
- (d) Payment towards the cost of Bid Specification
- (e) Payment of Bid Security/ details of exemption etc.
- (f) Whether 90 days validity offered.....YES / NO
- (g) Whether the quotation is made accepting Payment terms clause YES/NO

- 17.4 Bids not superscribed as above are liable to be rejected.

- 17.5 The Bidder will invariably complete the Bid in full. Details to be furnished by the bidder and Schedule of Prices attached to the specification and enclose the same to the bid without fail.

17.6 The time of actual receipt in the office only will count for the acceptance of the bid and either the date of bid, the date stamp of the post office or the date stamp of any other office will not count. The APSPDCL will not be responsible for any postal or any other transit delays.

17.7 Telegraphic quotations will not be entertained under any circumstances. Clarification, amplification, and/or any other correspondence from the Bidder subsequent to the opening of the bid will not be entertained. The Bidders are advised to ensure that their bids are sent in a complete shape at the first instance itself.

17.8 The inner envelopes will also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

17.9 If the outer envelope is not sealed and marked as required above, the Customer/purchaser will assume no responsibility for the bid's misplacement or premature opening.

18. Deadline for Submission of Bids.

18.1 Bids together with modifications, if any, or other withdrawals must be received by the Customer/purchaser not later than the deadline for submission of bids specified in the Salient features of the Bid.

18.2 The Customer/purchaser 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 Customer/purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Late Bids

19.1 Any bid received by the Customer/purchaser after the deadline for submission of bids prescribed by the Customer/purchaser will be rejected and returned unopened to the Bidder.

19.2 Modification and Withdrawal of Bids.

The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Customer/purchaser prior to the deadline prescribed for submission of bids.

The Bidder's modification or withdrawal notice will be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission 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

20. Opening of Bids by the Customer/ purchaser

20.1 The Customer/purchaser will open all bids meeting the above criteria in the presence of Bidders' authorized representatives who choose to attend, at the time, on the date, and at the place specified. The representatives who are present will sign a register evidencing their attendance.

20.2 The Bidders' names, bid modifications or with-drawls, bid prices, discounts, and the presence or absence of requisite Bid Security and such other details as the Customer /purchaser, at its discretion, may consider appropriate, will be announced at the opening.

20.3 Bids that are not opened and read out at bid opening will not be considered further for evaluation, irrespective of the circumstances.

21. Clarification of Bids

- 21.1 During the evaluation of the bids, the Customer/purchaser 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.

22. Preliminary Examination

- 22.1 The Customer/purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail, and the total price will be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its Bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of the errors, its bid will be rejected, and its Bid Security may be forfeited.
- 22.3 The Customer /purchaser may waive any minor informality, nonconformity, or irregularity in the bid which does not constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any Bidder.
- 22.4 Prior to the detailed evaluation, the Customer /purchaser 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 material 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 material deviation. The Customer/purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 22.5 If a bid is not substantially responsive, it will be rejected by the Customer /purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

Note : Payment terms, Delivery period, Performance Bank Guarantee, Taxes and Duties” should be in line with the terms and conditions of the specification. If any bidder does not meet any one of the conditions, such tender will not be considered. Please note that conditional offers are also not considered. Hence the bidder shall submit the tender in line with the terms and conditions of the specification.

23. Evaluation and Comparison of Bids.

- 23.1 The Customer /Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive.
- 23.2 The Customer /purchaser's evaluation of a bid will take into consideration one or more of the following factors
- All the bids, which are opened, readout 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 Customer/purchaser, the bidder has offered equipment/material/services better than the technical specification, the same may be considered.

The bid may be rejected for the following reasons:

1. Not in the prescribed form
 2. Insufficient bid security or bid not accompanied by the required bid security or proof of permanent bid security/exemption
 3. Bids not properly signed
 4. The bidder is a vendor who is banned from further business transactions and the period of ban is still in force.
 5. Bid received after the due date and time
- Further, the customer /purchaser 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.
 - Bids will be examined for completeness and for any computational errors.
 - 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 words will prevail.
 - If the bidder does not attest to any overwriting in the price column, such Bids will be rejected.
 - Other specific criteria are indicated in the Bidding Documents.
 - It will be ensured that the required sureties have been furnished and that the documents have been properly signed.

In addition, the Customer /purchaser's evaluation of a bid will take into account the net landed cost of the material/services at the final destination. For the purpose of evaluation, net landed cost is arrived at by adding all elements of the basic price, allowable discount, excise duty, sales tax & any other levies, packing & forwarding, freight charges, insurance (transit & storage) as quoted by the bidder, interest on advance if any, unloading at the final destination, erection, servicing and other charges as called for.

In addition, any variation up or down in taxes and duties / new levies introduced subsequent to bid opening and before the award will be considered for comparison purposes.

The following criteria may be adopted for taxes and duties for evaluation

- a. It is the responsibility of the bidder to quote all taxes and duties correctly without leaving any column unfilled. Where taxes and duties are not applicable, the bidder should enter "NA". If no duty/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.
- b. Where there is an exemption of ED / ST, the documentary evidence to that effect will be enclosed by the supplier.

The customer /purchaser may waive any minor informality, non-conformity or irregularity in the bid which does not constitute a material deviation, provided such waiver does not affect the relative ranking of any bidder.

- 23.3(a) The Customer /purchaser's evaluation of a bid will take into account the Net Landed Cost of the Material/services at destination location inclusive of all taxes and duties quoted by the Bidder. It is the responsibility of the bidder to quote all Taxes and Duties correctly without leaving any column unfilled. Where not applicable, the column may be filled as "NA". If no duty/tax is leviable, the same may be filled as "NIL". If any column is left blank, the same is loaded with a maximum of other

eligible Bids. If the bidder does not attest to any overwriting in the price schedule, such Bids will be rejected.

- 23.3(b) Any statutory variations of taxes and duties and new levies imposed after the opening of the bid and before award of the contract will be taken into consideration for the purpose of evaluation.
- 23.4 A substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. For this purpose, superscription, qualification requirement, bid security, validity, payment term, price schedule, taxes and duties will be deemed to the critical provisions and deviations in any one of these things will be deemed to be a material deviation.
- 24. Contacting the Customer/purchaser.**
- 24.1 From the time of the bid opening to the time of contract award, if any Bidder wishes to contact the Customer/purchaser on any matter related to the bid, it should do so in writing.
- 24.2 Any effort by a Bidder to influence the Customer/purchaser 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

25. Post Qualification

- 25.1 In the absence of pre-qualification, the Customer/purchaser 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.
- 25.2 The determination will take into account the Bidder's financial and technical 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 Customer/purchaser deems necessary and appropriate.

26. Award Criteria:

- 26.1 Subject to Clause 22 & 28 under this Section, the Customer/purchaser will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price based on the reverse tendering process provided that such Bidder has been determined to be eligible & qualified in accordance with the clauses & provisions of this tender document. However, it is not binding on APSPDCL to accept the lowest or any other Bid. It reserves the right to place orders on different Bidders.

27. Customer/purchaser's Right to Vary Quantities at Time of Award

- 27.1 The Customer/purchaser (APSPDCL) reserves the right at the time of award contract/at the end of every year of the contract period to increase / decrease / omit quantity of any item of Materials/Equipment/Services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. The Customer/purchaser (APSPDCL) reserves the right to include any new items under warranty like new Equipment/Services or Software licences purchased by APSPDCL and covered under warranty from OEM) at any point of time during the contract period and for which no additional charges will be paid.

28. Customer/purchaser's Right to Accept Any Bid and to Reject Any or All Bids

- 28.1 The Customer/purchaser 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 or any obligation to inform the affected Bidder or Bidders.

29. Notification of Award

- 1) Prior to the expiration of the period of bid validity, the Customer/purchaser will notify the Successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 2) The notification of award will constitute the formation of the Contract.
- 3) Upon the successful Bidder's furnishing of the performance security, the customer enters into a contract with successful Bidder / Bidders. The Customer/purchaser will notify each unsuccessful Bidder and will discharge its Bid Security.

30. Signing of Contract:

The Customer/Purchaser 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 the forfeiture of the bid security.

31. Performance Security:

31.1 Within fifteen (15) days of receipt of the notification of contract award, the successful bidder shall furnish 10% of contract value towards performance security. In case there are Penalties/delivery delays, from the available amount up to 5% shall be recovered for not adhering to the purchase order obligations, and the supplier should recoup the amount so deducted by DD or BG again up to the extent of 10% till warranty period is applicable as part of performance guarantee.

31.2 The Performance Bank Guarantee to be extended 6 months over and above the extended warranty period.

31.3 The performance security will be...

- (a) A bank guarantee issued by a **nationalized bank/Scheduled bank** acceptable to the Customer/purchaser, in the form provided in the bidding documents.
- (b) A banker's cheque or crossed DD or Pay Order payable at the Headquarters of the Customer/purchaser in favour of the Customer/purchaser drawn on any scheduled bank.

31.4 The performance security will be discharged by the Customer/purchaser and returned to the Supplier not later than sixty (60) days after the expiry date.

31.5 Failure of the successful Bidder to comply with the above requirement will entail cancellation of the award and forfeiture of the Bid Security, and the balance to make up the performance security deposit will be deducted from pending payments, if any, due to the tenderer from APSPDCL on other orders, in addition, the company will also become liable for being blacklisted by APSPDCL

32. Corrupt or Fraudulent Practices

It is essential that the Customer/purchaser as well as Bidder/supplier/contractor for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practise" 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 practise" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Customer/purchaser, 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 Customer/purchaser 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.

33. Use of Contract Documents and Information:

33.1 The Bidder will not, without the Customer/purchaser'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 Customer/Purchaser in connection therewith, to any person other than a person employed by the Supplier 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.

33.2 The Supplier will not, without the Customer/purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract. Any document, other than the Contract itself, will remain the property of the Purchaser and will be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

34. Payment

34.1 100% payment for satisfactory services provided on quarterly basis, each quarter of the year will be made at the end of that quarter of the year after 45 days of receipt of bills without any remarks for that quarter period, after the services are duly certified by the Data Centre Engineer, Corporate Office, APSPDCL, Tirupati. The bills with supporting documents shall be submitted to the General Manager/IT & SAP/ APSPDCL/Tirupati for processing.

The firm will submit pre-receipted bill in triplicate, (original copy should be affixed with a revenue stamp) addressed to:

APSPDCL (The Southern Power Distribution Company of A.P Limited)

D. No.:19-365/A, SRINIVASAPURAM TIRUCHANOOR ROAD TIRUPATI-517503.CHITTOOR DISTRICT ANDHRA PRADESH.

RFP No. and Date & Due date.

The taxes and discounts are applicable as stipulated/agreed upon in the Original Agreement. Necessary statutory deductions, as applicable, are to be made against each payment. However, any delay in payment will not entitle the contractor for any compensation or form ground for extension in delivery period without liquidated damages. The currency or currencies in which payments shall be made to the vendor under this Contract shall be Indian Rupees (INR) only. All remittance charges will be borne by the selected bidder. In case of disputes, 20% of the amount shall be withheld and will be paid only after settlement of the dispute. Payment schedule will be on Pro rata basis after the computation and deduction of all applicable penalties. If any mentioned work is not required to be executed, due to any reason whatsoever: the proportionate cost of the contract fee may be deducted on pro- rata basis, as may be mutually agreed between the Employer and bidder.

- 34.2 The payment mentioned above is subject to signing the contract agreement and on submission of performance security as per Clause 30 & 31 by the selected bidder.
- 34.3 The performance security to be executed in accordance with this specification will be furnished on a stamp paper of value Rs.100/-. The Bank Guarantee shall be extended, if required, suitably in accordance with the provisions of Clause No.31. Performance Security to the extent of 10% value of purchase order shall be valid up to 6 months over and above the contract agreement period so as to claim 100% quarterly invoices.
- 34.4 If the supplier has received any overpayments by mistake or if any amounts are due to the APSPDCL due to any other reason when it is not possible to recover such amounts under the contract resulting out of this specification, the APSPDCL reserves the right to collect the same from any other amount and/or Bank Guarantees given by the company due to or with the APSPDCL.
- 34.5 When the supplier does not at any time fulfil his obligations in replacing / rectifying etc. of the damaged / defective materials in part or whole promptly to the satisfaction of the APSPDCL Officers, the APSPDCL reserves the right not to accept the bills against subsequent months.
- 34.6 Payment will be made by Account payee cheque at headquarters of the paying officer & sent by registered post directly to the address of the supplier or by “Real Time Gross Settlement” duly intimating code no. of the bank & A/c No. along with e-mail address subjected bank charges for transfer of funds through, RTGs mode shall be to the account of supplier Only.

35 Penalty for delay

In the event of any delay in deployment of manpower beyond the stipulated date or any delay in deployment of manpower beyond the stipulated date of completion schedule including any extension permitted in writing, the APSPDCL reserves the right to recover from the contractor/bidder a sum equivalent to 0.5% of the value of delayed in contract for each week of delay and part thereof subject to a maximum of 5% of the total value of the order.

i. Alternatively, the APSPDCL may resort to give the contract elsewhere at the sole risk and cost of the contractor and recover all such extra cost incurred by the APSPDCL in procuring the materials by above procedure.

ii. Alternatively APSPDCL may cancel the Purchase Order completely or partly without prejudice to its right under the alternatives mentioned above. In case of recourse to alternative i & ii. above, the APSPDCL shall have the right to repurchase the materials which is readily available in the market to meet the urgency of requirements caused by contractor's failure to comply with the scheduled delivery period irrespective of the fact whether the material/ equipment are similar or not.

36. Prices

- 36.1 Prices charged by the Supplier for Materials/equipment delivered and 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.

37. Contract Amendments

- 37.1 No variation in or modification of the terms of the Contract will be made except by written amendment by the Customer/purchaser and accepted by the supplier.

38. Assignment

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

39. Termination for Default

- 39.1 The Customer/purchaser, 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:
- i. If the bidder fails to perform any other obligation(s) under the Contract.
 - ii. If the bidder, in the judgment of the Customer/purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 40. Termination for Insolvency**
- 40.1 The Customer/purchaser 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, the 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 Customer/purchaser.
- 41. Termination for Convenience**
- 41.1 The Customer/purchaser, 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 Customer/purchaser's convenience, the extent to which performance of the supplier under the Contract is terminated, and the date upon which termination becomes effective.
- 42. Settlement of Disputes**
- 42.1 If any dispute or difference of any kind whatsoever will arise between the Customer/Purchaser 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.
- 42.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Customer/purchaser or the Supplier may give notice to the other party of its intention to commence an arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 42.3 Any dispute of 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. The arbitration may be commenced prior to or after delivery of the services/equipment under the Contract.
- 42.4 Arbitration proceedings will be conducted in accordance with the following rules of procedure. The dispute resolution mechanism will be as follows:
- (a) In the case of a dispute or difference arising between the Customer/purchaser 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 Customer/purchaser 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 a 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 to the parties.

- (c) Arbitration Proceedings will be held at Customer/purchaser'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 One 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).

42.5 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 Customer/purchaser will pay the Supplier any monies due to the Supplier.

43. Jurisdiction

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

44. Notices

- 44.1 Any notice given by one party to the other pursuant to this Contract will be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address.
- 44.2 A notice will be effective when delivered or on the notice's effective date, whichever is later.

45. Foreign Exchange

- 46.1 No Foreign Exchange is available or expected for this purchase. Offers which do not require the release of F.E. or procurement of import license by APSPDCL only will be considered. Where some of the components are to be imported, the manufacturer will have to make their own arrangements for import license etc., and should not look for any assistance from APSPDCL.

47. Eligible Bidders:

Vendor/contractor who has registered themselves with APSPDCL for the supply of the material/service specified in Bid specification and meeting the qualification requirements only need quote. Bids received from firms not meeting the above criteria will not be considered.

48. NDA (NON-DISCLOSURE OF AGREEMENT) CLAUSE:

The vendor during the term of this contract and after its expiry shall not reveal any information or provide data directly or indirectly to any agency. The vendor shall furnish information to the concerned authorities of APSPDCL authorized to receive the information or on requisition by other officials of the APSPDCL and authorized by the General Manager / IT&SAP/ APSPDCL

SECTION –VI**PRICE BID FORM**

(Should be uploaded online only)

Tender No.:

Due Date:

Validity of offer:

PRICE SCHEDULE FORMAT FOR QUOTING ONLINE							
<u>Name of the work</u> :: Annual Maintenance Contract (AMC) for the Physical infrastructure of the Data Centre located at Corporate Office, APSPDCL, Tirupati.							
<u>Bid Document No.:</u> Tender Specification No : SIP - 03 /2025-26							
<u>Name of the vendor/firm</u> ::							
Sl. No	AMC for the following Equipment for one year	AMC Type	OEM	Qty	Total amount excluding GST (in Rs)	GST (in Rs)	Total amount including GST (in Rs)
1	2	3	3	4	5	6	7=5+6
1	Diesel Generators (500 KVA)	C	Mahindra	1 No			
2	Precision Air Conditioners 18TR (C3)	C	Stulz	8 Nos			
3	Comfort Air-conditioners 2TR	C	Daikin	20 Nos			
4	UPS (160KVA) & Batteries	C	Emerson	2 Sets			
5	UPS (40KVA) & Batteries	C	Emerson	2 Sets			
6	Fire detection system	NC	Honeywell	1 Set			
7	Fire Hooters	NC	Honeywell	24 Nos			
8	Automatic water leak detection system	NC	Honeywell	1 Set			
9	Rodent repellent system	NC	Honeywell	3 Sets			
10	LT Panel, breakers & Couplers	NC	I Cube, ABB	4 Nos.			
11	DG Synch Panel	NC	Pace Switchgear	1 No.			

Abbreviation: AMC Type

C- Comprehensive AMC

NC- Non-Comprehensive AMC

NOTE ::

1. Bidder shall provide detailed calculation sheet for breakup of prices for each type of component mentioned in Annexure-A separately and scanned copy to be uploaded along with Price bid.

2. Break up for taxes if any, shall be furnished separately and scanned copy to be uploaded.

3. Bidders are encouraged to visit Data center prior to bidding.

OTHERS:

1. Bidders must quote their prices strictly as per the above format in Indian Rupees only.
2. Bidder should quote for the complete scope of work. The evaluation shall be made on the total lump-sum prices quoted above. However, the bidder has to submit a break up of prices at price format.
3. All cost components should be quoted clearly in the above format failing which it will be presumed that the same is inclusive.
4. The nature and percentage of taxes and duties payable extra must be indicated separately.
5. Bidders to quote prices inclusive of Insurance.
6. The quoted amount shall be firm and fixed for the entire duration of the contract.
Quoted prices should be unambiguous.
7. No payment other than aforesaid prices shall be payable.
8. No C form will be issued.
9. Please indicate the rate and taxes considered.
10. Bidder shall provide a detailed calculation sheet for the break-up of prices for each type of component mentioned in Annexure-A separately and a scanned copy to be uploaded along with the Price bid.

SAMPLE FORMS

1. BID FORM AND PRICE SCHEDULES:

Date.

TO: (Name and Address of Customer/purchaser)

Gentlemen and/or Ladies:

Having examined the Bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.
(Description of Materials / equipment/Services) in conformity with the said bidding documents for the sum of. (total bid amount in words and in figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid

We undertake, if our Bid is accepted, to deliver the Materials / equipment/Services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Customer/purchaser.

We agree to abide by this Bid upto (for the Bid Validity Period) specified in Clause and it will remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, will constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We certify / confirm that we comply with the eligibility requirements as per clause of the bidding documents.

Dated this.day of.200

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. CONTRACT FORM:

THIS AGREEMENT made the. day of. 2025 Between.(Name of Customer/purchaser) of the one part and.(Name of Supplier) of the other part:

WHEREAS the Customer/purchaser invited bids for certain Materials/equipment and ancillary services viz.,

.....(Brief description of Materials / equipment and Services) and has accepted a bid by the Supplier for the supply of those Materials / equipment and services in the sum of.(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 Customer/purchaser's Notification of Award.
3. In consideration of the payments to be made by the Customer/Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Customer/purchaser to provide the Materials/equipment and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Customer/Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Materials/equipment and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at times and in the manner prescribed by the Contract.

Brief particulars of the Materials/equipment and services which will be supplied/ provided by the Supplier are as under:

Sl. No.	Brief Description of Materials/ Equipment & services	Quantity to be supplied	Unit Price Rs.	Total Price Rs.	Delivery Terms

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 Customer/purchaser)
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.

3. PERFORMANCE SECURITY FORM

To: _____(Name of Customer/purchaser)

WHEREAS.....(Name of Supplier)

(hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.....dated.....2025 to supply.(Description of Materials / equipment and Services)

(hereinafter 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 grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the. ... day of. 20...

Signature and Seal of Guarantors

.....

Date.2025.

.....

.....

Address:.....

.....

.....

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

4. DECLARATION REGARDING CLEAN RECORD:

To
The Chief General Manager,
Projects & IT, APSPDCL,
I.T Building, Corporate Office,
P&T Colony, Seetammadhara
Tirupati-530013.
A.P. India.
Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Specification No: _____. I hereby declare that my company/ Consortium Partners has not been debarred/ blacklisted by any Central or State Government/ Semi Government Departments or Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices during the past 5 years. I Further certify that I am competent officer in my company to make this declaration.

Yours faithfully,
[Signature of the Bidder]
Printed Name
Designation
Seal
Date:
Business Address.:

5. COMPANY TURNOVER DETAILS FOR THE LAST 5 YEARS:

S.No	Year	Amount (Rs in Lakhs)
1	2020-21	
2	2021-22	
3	2022-23	
4	2023-24	
5	2024-25	

Note:- Attach proof of evidence as mentioned in the eligibility criteria. Certificate from Chartered Accountant supported with Annual Balance Sheet tallying with I.T. Clearance certificate.

[Signature of the Bidder]

Printed Name

Designation

Seal

Date:

Business Address.;

6. Details of AMC works completed in the Name of the Tenderer and value of work done during the last five years.

Sl. No	Name of the work	Address of Agt. Concluding Authority	Agreement No. & dated.	Value of Contract
1	2	3	4	5

Stipulated period of completion	Actual date of completion	Value of work done year wise during the last 'five' years.					Total value of work done.
		2020-21	2021-22	2022-23	2023-24	2024-25	
6	7	9	10	11	12	13	14

Note :-Attach proof of evidence as mentioned in the eligible criteria section.

[Signature of the Bidder]

Printed Name

Designation

Seal

Date:

Business Address.;

7. PROFORMA FOR PERFORMANCE STATEMENT:

Bid No. _____

Date of Opening _____

Time _____ Hours

Name of the Firm _____

Order placed by (full address of customer/purchaser)	Order No. and Date	Description and quantity of ordered	Date of Completion of Work/Agreement		Has the Service/equipment been satisfactorily? (Attach a Certificate from the Customer/purchaser)
			As per Contract	Actual	

Signature of the Bidder _____

8. MANUFACTURERS' AUTHORISATION FORM

No. dated

To

Dear Sir,

SPECIFICATION No.

We who are established and reputable manufacturers of _____(name & descriptions of materials / equipment offered) having factories at (address of factory) do hereby authorize M/s. (Name and address of Agent) to submit a bid, and sign the contract with you for the above materials / equipment manufactured by us against the above Specification No..

No Company or firm or individual other than M/s. are authorized to bid, and conclude the contract in regard to this business against this specific Specification No..

We hereby extend our full guarantee and warranty as per Clause ____ of the General Conditions Contract for the materials / equipment and services offered by the above firm against this Specification No..

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

9. CERTIFICATE OF LIQUID ASSETS

This is to certify that Sri./ M/s. is having the following liquid assets which can be declared for the purpose of submission of bids by him/ them as per specification No..... of APSPDCL.

S. No.	Nature of the asset	Amount in Rs. as on date not earlier than 31.05.2025
A	Cash on hand	
B	Bank balance	
C	Marketable Securities	
D	Book Debts (Debtors and bills receivables within 90 days)	

Note: To be certified by a Practicing Chartered Accountant of the Bidder

10. Format for Evidence of Access to or Availability of Credit Facilities

From

To

..... Bank,

Chief General Manager/ Projects
APSPDCL, Corporate Office
Tirupati.

This is to certify that M/s. (Full name and Address) who are submitting their bid against their tender specification vide ref. No. & dt. is our customer for the past years. Their financial transactions with our Bank have been satisfactory. They enjoy the following fund based and Non – fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization and the balance as on date is also indicated below:

S. No.	Type of facility	Sanctioned limit as on date not earlier than 05.05.2025 (in Rs.)	Utilisation as on date not earlier than 05.05.2025 (in Rs.)	Balance as on date not earlier than 05.05.2025 (in Rs.)

This letter is issued at the request of M/s.

Sd/-

Name of the Bankl.

Name of the authorized signatory

Designation

Ph No.

Seal of Bank

Address

.....