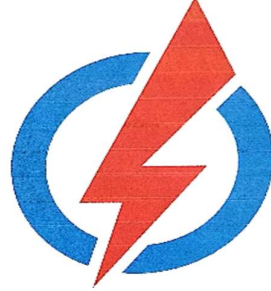


SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LIMITED

TIRUPATI

(A Govt. of Andhra Pradesh Undertaking)



Southern Power AP

Supply, Installation, Testing, Configuration and Training of Software Defined - Wide Area Network (SD-WAN) devices along with necessary Hardware, Bandwidth Licenses, IPS& IDS security and 1 KVA UPS at the locations of APSPDCL in 9 circles with 5 Years warranty & support

BID DOCUMENT No. CGM/PROJ&IT/GM/IT&SAP/APSPDCL/TPT/SIP-01/2026-27

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
9440814318

TABLE OF CONTENTS

SECTION	DESCRIPTION
I	Notice inviting bids
II	Salient Features of the Bid
III	Schedule of Requirements
IV	Technical Specifications
V	General Terms and Conditions
VI	Qualification Requirement.
VII	Sample Forms
1)	Bid Form
2)	Price Schedule
2.A	Bid Security Form
2.B.	Permanent Bid Security Form
2.C.	Agreement to Permanent Bid Security
3)	Contract Form
4)	Performance Security Form
5)	Manufacturers' Authorization Form
6)	Performance Statement
7)	Details to be furnished by the Manufacturer
8)	Schedule of deviations (Technical & Commercial)
9)	Vendor Development Cell
VIII	General & Eligibility
IX	Agreement (Performance Bank Guarantee)

SECTION - I**ONLINE VERSION****Tender Specification No : SIP-01/2026-27**

Notice Inviting Tender Details		
S.No	Description	
1	Department Name	Southern Power Distribution Company of AP Ltd. (APSPDCL)
2	Office	Telecom & IT Wing, Corporate Office, SPDC of AP Ltd
3	Tender Number	SIP-01/2026-27
4	Tender Subject	Supply, Installation, Testing, Configuration and Training of Software Defined - Wide Area Network (SD-WAN) devices along with necessary Hardware, Bandwidth Licenses, IPS& IDS security and 1 KVA UPS at the locations of APSPDCL in 9 circles with 5 Years warranty & support.
5	Completion period	The supply and delivery of materials shall be completed within 150 days.
6	Tender Type	Open
7	Tender Category	NA
8	Bid Security (INR)	Rs 58,73,010/-
9	Bid Security Payable to	Online Payment through ape-procurement (or) in the form of DD in favor of Pay Officer/APSPDCL/Tirupati (or) Bank Guarantee. Original DD/BG should reach this office before 22-05-2026 by 15:00 Hrs.
10	Schedules downloading opening date on line	01-05-2026, 23:00 Hrs.
11	Schedules downloading closing date on line	22-05-2026 up-to 12:00Hrs
12	Bid Submission closing date online	22-05-2026 by 15:00Hrs (21 Days)
13	Bid submission	On Line through www.apeprocurement.gov.in
14	Pre-Qualification & Technical Bid Opening Date (Qualification and Eligibility Stage and Technical Bid Stage)	On 22-05-2026 after 16:00 Hrs.
15	Price Bid Opening Date (Financial Bid Stage)	On or after 29-05-2026 after 12:00 Hrs.
16	Place of Tender Opening	Online O/o Chief General Manager/Projects& IT APSPDCL, 19-13-65/A, Kesavayana Gunta, Tirupati – 517 501.
17	Officer Inviting Bids/ Contact Person	Chief General Manager/Projects& IT/APSPDCL/TIRUPATI
18	Contact Details/Telephone, Fax	9440814318
19	Eligibility Criteria	As per Section VI
20	Procedure for Bid Submission	Bids shall be submitted online on www.apeprocurement.gov.in platform 1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.apeprocurement.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,

Notice Inviting Tender Details		
S.No	Description	
		owning responsibility for their correctness/ authenticity: a) Processing Fee b) Bid Security should be furnished c) Details of previous supplies as per tender document d) Copies of previous supply orders in support of above. e) Reports on financial standing of the bidder such as profit and loss statement, balance sheets and auditors report for the past Five years etc., f) Duly filled and signed proforma as per Format IIIA. g) Transaction fee payable to M/s. APTS, Vijayawada 5. The rates shall be quoted online only
		6. a. The Department shall not hold any risk on account of Postal delay. b. 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. 7. The department will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents. 8. The Documents that are uploaded online on e-market place will only be considered for Technical Bid Evaluation. 9. Copies of all the uploaded statements like Previous experience, turnover details etc. shall be notarized or attested by the gazette officer 10. Important Notice to Contractors, Suppliers and Department users (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.
21	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
22	General Terms and Conditions	As per tender documents.

CHIEF GENERAL MANAGER/ PROJECTS& IT
APSPDCL::Tirupati

SECTION - II
SALIENT FEATURES OF THE BID

SUPERSCRPTION ON THE TENDER COVER

Specification No. : SIP-01/2026-27
Material : Supply, Installation, Testing, Configuration and Training of Software Defined - Wide Area Network (SD-WAN) devices along with necessary Hardware, Bandwidth Licenses, IPS& IDS security and 1 KVA UPS at the locations of APSPDCL in 9 circles with 5 Years warranty & support.

Officer to whom the bid will be addressed : Chief General Manager/Projects& IT
APSPDCL::TIRUPATI

Superscription on the bid cover and the outer envelope :
a. Name &Registration No. of the vendor:
b. Specification No.
c. Due date and time for online submission
d. Date and time of online opening
e. Payment of bid security

Content of Bidding Documents

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

Section- I	:	Notice Inviting Bids.
Section-II	:	Salient features of the Bid.
Section-III	:	Schedule of Materials
Section-IV	:	Technical Specification
Section-V	:	General terms and conditions of contract
Section-VI	:	Qualification Requirements
Section-VII	:	Sample Forms
Section-VIII	:	General & Eligibility

SAMPLE FORMS

- 1) Bid Form and Price schedules.
- 2) Bid Security Form
- 3) Contract Form.
- 4) Performance Security form
- 5) Manufacturer's Authorization form
- 6) Performance Statement
- 7) Details to be furnished by the Manufacturer
- 8) Schedule of Deviations (Technical & Commercial)

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 super cede the existing terms of GCC and Technical specification.

Chief General Manager/Projects& IT
APSPDCL::TIRUPATI

SECTION – III
SCHEDULE OF REQUIREMENTS

S No	Item	Qty
1	Hub Devices (DC- DR)- HA	2
2	Branch gateway -Critical	13
3	Branch gateway -Semi Critical	141
4	Branch gateway - Non-Critical	317
5	1 KVA Online UPS	452
6	IDS/IPS for 5 Years-Software	473
7	Installation, Implementation & Configuration for all locations & Support for 5 Years and Server Accessories	473

NOTE :

1. Free at destination stores rates shall be quoted. Breakup of Ex-factory rate and freight and insurance shall be indicated. Input tax credit available to the supplier on the purchase of inputs (raw materials) consequent to GST Act effect from 1-07-2017 shall be taken into account while quoting the prices. The HSN code and tax rate shall be mentioned.
2. Delivery: The Supply, installation, testing, configuration and training of above-said items shall be completed within 150 days from the date of issue of LOA (Letter of Acceptance). The total quantity mentioned is to be supplied as per SPDCL requirement.
3. All details supported with necessary outline/detailed drawings and circuit diagram with a write up relevant to the equipment offered shall be furnished with the tender, failing which the tender will be liable for rejection.
4. The bidder should also furnish particulars/information to be furnished by the bidder enclosed to this specification. Bids not accompanied by this information are liable for rejection.
5. **Prices quoted by the bidder are firm throughout the contract period.**
6. **The OEM shall furnish a certificate stating that they will extend all required technical support to the Discom throughout the guarantee period of the material. This certificate shall be enclosed along with the bid by the bidder.**

Chief General Manager/Projects& IT
APSPDCL::TIRUPATI

SECTION – IV

1. SCOPE: The specification covers Supply, Installation, Testing and Configuration of Software Defined - Wide Area Network (SD-WAN) devices along with necessary Hardware, Bandwidth Licenses, IPS& IDS security and 1 KVA UPS at the locations of APSPDCL in 9 circles with 5 Years warranty & support. (As per list enclosed).

2. STANDARDS: The Equipment shall confirm in all respects the latest version of relevant IS **as per Technical Specification.**

3. CLIMATE CONDITIONS: The climate conditions under which the equipment shall operate satisfactorily are as indicated at clause 22.1 of general terms and conditions of contract for supply of materials.

4. INSPECTION:

4.1. The Software Defined - Wide Area Network (SD-WAN) devices and 1KVA UPSs inspection shall be made at the place of manufacturer unless otherwise especially agreed upon by the manufacturer and purchaser at the time of purchase. The manufacturer shall afford the inspector representing the purchaser all reasonable facilities, without charge to satisfy him that the material is being furnished in accordance with this specification.

4.2. The purchaser has the right to have the tests carried out at suppliers' cost by an independent agency wherever there is a dispute regarding the quality of supply.

5. The bidder has to offer inspection of the material at the OEM premises only.

6. **DRAWINGS & LITERATURE:** Drawings and Literature of materials wherever required shall be enclosed with the offer. Tenders not accompanied by the above are liable to be rejected. These drawings and literature are to be supplied copies along with each unit in the event of order.

7. PACKING:

The equipment shall be delivered suitably packed. Although the method of packing is left to the discretion of the manufacturer, it should be robust for rough handling that is occasioned during transportation by rail/road.

8. **GUARANTEED TECHNICAL PARTICULARS:** The guaranteed technical particulars shall be furnished by the bidder as per section IV.

9. THE SCHEDULE OF REQUIREMENT DISTRIBUTION OF DELIVERY AND PRICES:

The schedule of requirements and desired deliveries are indicated in Section III.

The schedule of prices shall be indicated as per Form IIIB.

**Chief General Manager/Projects& IT
APSPDCL::TIRUPATI**

TECHNICAL SPECIFICATIONS

Functional Specifications		
Description	Minimum Tender Specifications	Compliance (Yes/No)
General	Make & Model: Specify	
	System shall be implemented as true software-defined network architecture with a complete separation of Control/Data and Management plane. It shall integrate different types of connectivity (MPLS, ILL, FTTH, Broadband & LTE) into a single, end-to-end framework that uses policies to manage traffic in APSPDCL.	
	The solution shall comprise of following components:	
	1. Orchestrator/Controller - Shall be a dedicated stand-alone Orchestrator or Controller with options of High availability both local and geographic.	
	Orchestrator/Controller Provides single point of entry for Configuration and Monitoring. Orchestrator shall be securely accessed and shall be capable of configuration, monitoring and troubleshooting of All WAN Edge devices in the branches, data canters or remote locations in APSPDCL. These branches are to be managed from the centralized orchestrator.	
	2. SD-WAN Edge Device - Customer Premise Equipment deployed in branches, DC/DR in APSPDCL.	
	The Controller/Orchestrator shall be designed for scale to support Minimum 500 devices and expandable up to 2000 devices and any required SDWAN licenses for controllers shall be provided from day-1. Controller/Orchestrator can be VM/Physical. Bidder should also include necessary servers and VM licenses for DC and DR High Availability (HA)	
	Solution shall support deployment of any kind of topologies such as full-mesh, hub-spoke and partial mesh or any arbitrary topology. It shall be possible to change network topology only by pushing policy on central management orchestrator / controller and shall not require device by device configuration. The solution should be capable to cater multi hub location with multiple hubs.	
	The solution shall support direct site-to-site remote routing (spoke- to-spoke model) and/or any-to-any. Proposed SDWAN solution should support multiple WAN topologies based on applications - Example: Even with a single subnet at branch, for collaboration/voice there should be mesh topology and for client-server	

applications it should be a hub & spoke topology.	
System shall support multiple WAN links such as Multiprotocol Label Switching (MPLS), ILL, Internet, Broadband, FTTH, P2P TDM links (Lease Lines), LTE & RF links in Active-Active mode.	
The overlay paths established amongst the edge devices shall support transport of unicast & multicast	
The SDWAN Solution shall be capable of upgrading SD-WAN devices to the latest version and also support rollback of the software version when upgraded to the latest software version, if required. Rollback and Upgrade shall be from the Centralized platform.	
The centralized Management Portal shall support Customized Role Based Access Control that provides only relevant information to the user based on their roles and privileges. Solution shall also provide customized role builder and support multiple administrators. Solution shall provide detailed audit trail of changes etc.	
The centralized Management Portal shall support local, external Radius Server User/Account authentication method, Multi-Factor Authentication (MFA), TACACS+	
The System shall be functional at the time of connectivity failure to the Orchestrator/controller. There shall not be any data plane disruption when the SDWAN orchestrator/controller is not reachable or goes offline for maintenance	
The solution shall allow for plug and play installation of location devices without requiring any manual configuration at the remote location	
The SD-WAN Solution shall be able to horizontally scale at the Data Centre to support future expansion of the APSPDCL Network	
All SD-WAN solution components including the Orchestrator/controller and Edge Routers shall be from the same OEM	
All the functionality and feature licenses shall be available to be consumed from day 1	
Solution shall integrate with SIEM, Ticketing tool & TACACS+ / Radius / AAA using APIs.	
All elements of the solution will have IPv4 from Day 1 & shall be compatible with IPv6 support	

Dynamic Load Sharing of Traffic Based on Business and/or application policies	SDWAN (Edge & Central) devices shall be able to load balance traffic across multiple connectivity paths based on load balancing algorithms efficiently using all available connectivity. System shall also detect blackouts & brownouts by supporting active-active load balancing and fast session failover. Shall be able to integrate different types of connectivity (MPLS/ILL/FTTH/Broadband/LTE) for Active-Active Load Balancing on per packet, per session and per Application basis with Seamless Failover without traffic duplication on the connected links at a site	
	Edge devices shall be able to identify and classify applications at OSI layer L4-L7.	
	The solution shall be able to dynamically control data packet forwarding decisions by looking at application type, performance, policies, and path status	
	The solution shall allow various traffic load balancing requirement like, between equal and unequal bandwidth links, application flow via specific link only etc.	
	Shall be able capable of Seamless Sub-Second Failover of Voice/Video and Data Traffic	
	The system shall do continuous performance monitoring of loss and latency for all network paths and link and make decisions to forward critical applications over the best performing path based on the defined application policy.	
	The SD-WAN solution shall improve the degraded link (e.g. Forward Error Correction/SACK or equivalent, Quality of Service (QoS), Jitter buffering etc.) to maintain application performance for high priority applications	
	The solution shall have application awareness with capability of deep packet inspection of traffic in order to identify and monitor applications performance to determine what traffic is running across the network in order to tune the APSPDCL network for business critical services, resolve network problems and to help ensure that critical applications are properly prioritized across the APSPDCL network.	
	In the event of link degradation or link down the solution shall be able to move traffic to a better link without any application disruption by moving the data traffic on a per packet/flow basis	
	System shall be able to automatically route over the overlay WAN without the need for a separate routing protocol. Solution shall support automatic overlay routing without any manual configuration.	

	The system shall be able to prioritize business critical applications and shall have the capability of prioritizing traffic during congestion	
	The SDWAN solution shall makes path optimization decisions on the Edge device and not through the central controller to reduce delay and improve performance.	
High Availability	The SD-WAN shall support High Availability feature (active-passive) required compulsorily at the Data Canter for the Management /Controller Platforms.	
	The SD-WAN solution shall be capable to provide High Availability of the device (both DC and DRC) with the support for Active/Active configuration.	
	SD-WAN devices at branch locations shall support high availability without the need of WAN switch in front. It should be possible to terminate WAN links on both devices individually and any one device should have capability to load balance traffic on all WAN links including those that are connected on the other device	
Security	All remote site traffic shall be encrypted when transported over WAN transport links: MPLS, ILL, FTTH, Broadband and 3G/4G/LTE network protecting Data Confidentiality and Integrity.	
	The encryption shall be done as per IPsec standards using AES-256 or AES-GCM or higher coupled with SHA 256/ 512 Hash Algorithm	
	SD-WAN solution deployment at locations shall have security features like stateful firewall, encryption built into the standard solution	
	The Firewall Policy shall be based on Identity/Applications, IP, Protocol and Port numbers.	
	The solution shall have functionality to protect the control plane as well as edge devices from unnecessary or malicious levels of traffic from Day1 without any additional hardware requirement	
	SD-WAN devices should support 802.1x	
	SD-WAN solution deployment at locations shall have security features like stateful firewall along with DDoS protection	
	The SDWAN solution should support IDS and IPS for detection and preventing malicious activity in the network	
	The SDWAN solution should support Anti-malware protection along with URL filtering	
	All of the above-mentioned features should be available day one in the SDWAN solution	

	Solution must support integration through GRE tunnels other cloud security solutions like Zscaler, Netskope etc.	
Routing and VPN NAT	The SD-WAN solution shall be able to support local breakout of internet traffic and in case of a failure of internet links shall backhaul internet traffic to the Data Center via the MPLS (wherever MPLS is provided)	
	The solution shall allow support Link Aggregation Groups (LAG) functionality or equivalent technology to represent multiple physical links in active-active forwarding	
	Solution should have built-in WAN Optimization capability. Should support TCP protocol acceleration techniques like Window scaling, SACK, RTT measurement, High Speed TCP and data reduction techniques like data deduplication and data compression (LZ compression) for both payload and IP header in the same appliance	
	For seamless integration with current APSPDCL network SD-WAN edge shall be able to build IPSec tunnel to a non-SD-WAN device or equivalent.	
	In case of a change in WAN IP Address (Private/Public) at the branch location the SD-WAN solution shall detect and rebuild the VPN tunnel without manual VPN configurations.	
	The SD-WAN solution shall support edge to edge VPN tunnel without another device as a hop	
	The Solution shall be capable to view the routing table of the entire enterprise and have ability to audit and troubleshoot	
	The SD-WAN solution shall co-exist with non-SD-WAN sites on the any type of network with standard deployments topologies which may send traffic directly between the SD-WAN and Non-SD-WAN through routing protocols.	
	The SD-WAN solution shall support NAT and port forwarding of all LAN side prefixes.	
	The devices shall be functional as a router during Failure/without of any added licenses	
	The SD-WAN solution shall support source NAT on location subnets to allow overlapping location subnet to communicate to the datacentre. Also, the solution shall support LAN side destination NAT for simplicity of redirecting traffic	
QoS	The solution shall be capable of configuring QoS weights on default applications, bespoke applications, source and destination IP based QoS definitions	

	The SD-WAN solution shall be able to apply QoS policies for all traffic types including TCP, UDP and other non-TCP traffic types	
	Solution shall be to enforce QoS and shaping policy on both egress and ingress direction	
	Solution should have capability to dynamically change shaping bandwidth from remote locations at time of congestion on central location. For e.g. if 100 branch locations are sending traffic to central location which is choking the backhaul bandwidth on Hub SD-WAN device, hub device should be able to pass on instructions to spoke locations for slowing down the rate at which they can send traffic towards hub.	
	Solution shall measure the quality of each QoS value for integration with the existing MPLS QoS configurations	
Segmentation/VRF's	The SD-WAN solution shall be able to isolate different departments/functions (which may have overlapped IP subnetting) and also have separate routing policies, firewalling policies by end-to-end segmentation/VRF functionality on the edge device.	
	The Centralized management solution shall provide a single, unified platform for network service provisioning, device configuration, software updates, monitoring and assurance, change and compliance management.	
Centralized Management, Monitoring and Configuration of WAN.	The centralized management solution shall have web-based GUI. The solution shall support TLS 1.2 or above for access to the management web GUI.	
	Monitoring Live dashboard with customizable features to be provided with min 50 concurrent users & dashboard with standard features to any other users (like Custodians, ISPs) to meet their specific requirements. It should be possible to send alerts via e-mail / SMS All network-wide configurations shall be from the orchestrator/controller	
	The centralized management solution shall have NMS capabilities and shall support network wide device and network visibility for all the devices in the terminated on the devices irrespective of the type of link (MPLS, broadband, FTTH, ILL, SIM etc). The NMS solution shall have capabilities including but not limited to TCP dump, ping and traceroute. Device should be equipped with the features like Visualize in real-time, graphs and reports, WAN Link utilization, Detailed bandwidth usage of applications, Link wise WAN Link Latency, jitter and packet loss, SLA monitoring, Appliance utilization, availability	

	All types of alarms, Application performance monitoring. In case of performing any trouble shoot, the solution should have trouble tracking tools such as TCP dump, ping, traceroute etc.	
	Solution shall provide the real time and historical (for last 3 month) and health status of all the location devices on the dashboard, link utilization and performance, application utilization etc.	
	The Device shall support application-level monitoring and traffic control to improve business-critical application performance and reduce network operating costs	
	The solution shall store historical traffic and performance information for at least 6 months to assist with trouble analysis, traffic forecasting and SLA compliance. The solution shall have the capabilities to define, monitor and report SLA of the WAN links.	
	The system shall automatically measure the link SLAs without any manual configuration on the devices	
	The solution shall support email-based alarm to notify the administrators when any device/link fault or network performance degradation happens.	
	The SD-WAN Solution shall support syslog export directly from the SDWAN edge device	
	The solution shall support SNMP V2/V3, syslog, IPFIX or equivalent polling of the SD-WAN devices and send SNMP to equivalent traps/logs.	
Reports & Analytics to be available in the solution	Central management system should support below monitoring capabilities both in real-time and historically. • Top talkers. Identify which applications are using the most bandwidth across the WAN • Bandwidth Utilization. Observe the total amount of bandwidth being utilized for both optimized and unoptimized • Network performance. The measure (in packets per second) the performance being achieved across the WAN for both optimized and non-optimized • Flow count. Track the number of TCP and UDP flows generated across the WAN for both optimized and unoptimized • Latency. Measure average and peak latency in real-time. Drill down into the portions of the WAN with the highest latency • Packet Loss. Measure average and peak packet loss in real-time, in aggregate and on individual WAN connections. Observe the impact of Path Conditioning features • Out of Order packets. Measure how many packets are delivered out of order across the WAN, on average and during peak periods. - Flow data.	

	Showing real-time user flow information for troubleshooting - Live tunnel view to show how various transports are being using by application policies	
	Solution should be able to display real-time in per second graphical representation of bandwidth utilization, latency, loss, jitter across all locations	
	Orchestrator should support ability to create scheduled and adhoc reports based on bandwidth utilization on appliance/application/loss/latency/jitter etc	
	Solution should support API, SNMP, syslog to integrate with 3rd party monitoring systems	
	Solution should show live views of MOS scores between locations	
	Bidder has to submit Part Coded Bill of Materials of the offered Product	
	5 years Warranty and support to be provided directly by OEM during the period	
	Manufacturers Authorization Letter Specific to this tender must be submitted. Tender submitted without MAF will be rejected.	

i) Hub Devices (DC- DR)- HA		
S.No	Minimum Tender Specifications	Compliance (Yes/No)
	Make & Model: Specify	
1	Device shall be able to connect in SD-WAN architecture and shall meet requirements as per specification mentioned under functional requirement.	
2	Device shall have a minimum of 8xRJ45 10/100/1000, 2x1/10 Gig SFP+ or more data path ports with no restriction on which ports can be used for LAN or WAN. The bidder shall provide two switches in high availability which has throughput equivalent to the hub device along with the SD-WAN Hub end device to accommodate WAN links. Hub devices shall have dedicated 2 X 1G RJ-45 mgmt. ports	
3	Device Shall support minimum 10 VRF or more segments for End-to-End Segmentation of traffic	
4	The device shall be able to support a min of 6 WAN links or more as part of the SDWAN overlay	
5	Device shall have redundant hot swappable power supply units and power cords (Indian power socket). There should be high availability for the solution at the APSPDCL DC & DR centre.	
6	Device should have at least 450GB SSD in redundancy (450GB + 450GB)	
7	Shall be capable to support following routing protocols, IPv4, IPv6 static routes, Open Shortest Path First (OSPF), Border Gateway Protocol (BGP), Dynamic Host Configuration Protocol (DHCP), (VRRP), RADIUS, Authentication, Authorization, and Accounting (AAA), Application Visibility and Control (AVC) or equivalent, IPsec, BGP attributes such as AS-Path prepend, AS override, BGP communities	
8	Shall support Generic Routing Encapsulation (GRE), IPSec, Ethernet 802.1Q VLAN, VxLAN	

9	Device shall support Multicast, PIM, IGMPv3	
10	Device shall support Radius, TACACS+, SSHv2, SNMPv3 and Telemetry or equivalent, NAT, Syslog. Shall also support DHCP and DNS as well.	
11	Shall support advanced encryption algorithms like AES-256 or AES- GCM	
12	Device shall be able to do deep packet inspection and identify applications at layer-7 and shall be able to define QoS, and access control based on application.	
13	The devices at Data Centre and remote offices should be rack mountable.	
14	Appliance shall be hardened appliance from OEM and shall have capability to boot from OEM provided image only and not from non-standard/unauthorized software	
15	Device shall have hardened procedure and disable unwanted services. The device shall have an option to configure the DNS proxy	
16	Device shall support adaptive forward error correction for enhancing end user experience.	
17	Device shall support DHCP helper/relay address to forward DHCP request to central DHCP servers	
18	Solution Should Support 4 Gbps or Above Throughput with all security features	
19	The solution shall have option for including RESTFUL APIs for 3 rd party NMS integration.	
20	Hardware and software both should be from same OEM	
21	Device should support minimum 7000+ or more SD-WAN tunnels	
22	Bidder has to submit Part Coded Bill of Materials of the offered Product	
23	The company should have Manufactures authorization Form (MAF) on OEM's Letter head duly signed by OEM's authorized signatory as well as acknowledgement by concern System Integrator/Business Partner towards their acceptance of the same	
24	The solution should be supplied with the support including mail & calls support from OEM.	
25	5 years Warranty and support to be provided directly by OEM during the period	

ii) Branch gateway Devices at Critical Locations		
Sl#	Minimum Tender Specifications	Compliance (Yes/No)
	Make & Model: Specify	
1	Device shall be able to connect in true SD-WAN architecture and shall meet requirements as per specification mentioned under functional requirement	
2	Device shall support QoS on physical and sub interface, NAT, DHCP	
3	Device shall support Radius, LDAP and/or TACACS+, SSHv2, SNMPv3 and / or Telemetry, Syslog, NTP	
4	Device shall support deep packet inspection to identify applications and shall be able to apply QoS based on application	
5	Device should be rack mountable at Site offices	
6	Device shall have hardened procedure and disable unwanted services	
7	Device shall have power supply and power cords (Indian power with 5 Amps socket), for the power solution at the APSPDCL	

8	Device shall have minimum 4 X 1G RJ-45 ports with flexibility of any LAN/WAN combination. Device shall have console port for management	
9	Device should be able to support high availability by directly connecting one WAN link on each device and be able to do per packet or per session load balancing.	
10	Device shall meet requirements as per specification mentioned under General section requirement	
11	Device Shall support minimum 6 VRF or more segments for End-to-End Segmentation of traffic	
12	Device should have minimum 120GB SSD or above	
13	Device shall support ILL, MPLS, Broad band, LTE with external convertor-based connection.	
14	Device should support 200 Mbps IPSec encrypted traffic in each direction from day-1 and scalable to 500 Mbps	
15	Hardware and software both should be from same OEM	
16	Device should support minimum 3000 or more SD-WAN tunnels	
17	Bidder has to submit Part Coded Bill of Materials of the offered Product	
18	The company should have Manufactures authorization Form (MAF) on OEM's Letter head duly signed by OEM's authorized signatory as well as acknowledgement by concern System Integrator/Business Partner towards their acceptance of the same	
19	The solution should be supplied with the support including mail & calls support from OEM.	
20	5 years Warranty and support to be provided directly by OEM during the period	

iii) Branch gateway Devices at Semi Critical Locations		
Sl#	Minimum Tender Specifications	Compliance (Yes/No)
	Make & Model: Specify	
1	Device shall be able to connect in true SD-WAN architecture and shall meet requirements as per specification mentioned under functional requirement	
2	Device shall support QoS on physical and sub interface, NAT, DHCP	
3	Device shall support Radius, LDAP and/or TACACS+, SSHv2, SNMPv3 and/or Telemetry, Syslog, NTP	
4	Device shall support deep packet inspection to identify applications and shall able to apply QoS based on application	
5	Device should be rack mountable at Site offices	
6	Device shall have power supply and power cords (Indian power with 5 Amps socket), for the power solution at the APSPDCL	
7	Device shall have hardened procedure and disable unwanted services	
8	Device shall have minimum 4 X 1G RJ-45 ports with flexibility of any LAN/WAN combination. Device shall have console port for management	
9	Device should be able to support high availability by directly connecting one WAN link on each device and be able to do per packet or per session load balancing.	
10	Device shall meet requirements as per specification mentioned under General section requirement	
11	Device Shall support minimum 6 VRF or more segments for End-to-End Segmentation of traffic	
12	Device should have minimum 120GB SSD or above	

13	Device shall support ILL, MPLS, Broad band, LTE with external convertor-based connection.	
14	Device should support 20 Mbps or above IPSec encrypted traffic in each direction from day-1 and scalable to 500 Mbps	
15	Hardware and software both should be from same OEM	
16	Device should support minimum 3000 or more SD-WAN tunnels	
17	Bidder must submit Part Coded Bill of Materials of the offered Product	
18	The company should have Manufactures authorization Form (MAF) on OEM's Letter head duly signed by OEM's authorized signatory as well as acknowledgement by concern System Integrator/Business Partner towards their acceptance of the same	
19	The solution should be supplied with the support including mail & calls support from OEM.	
20	5 years Warranty and support to be provided directly by OEM during the period	

iv) Branch gateway Devices at Non-Critical		
S.No	Minimum Tender Specifications	Compliance (Yes/No)
	Make & Model: Specify	
1	Device shall be able to connect in true SD-WAN architecture and shall meet requirements as per specification mentioned under functional requirement	
2	Device shall support QoS on physical and sub interface, NAT, DHCP	
3	Device shall support Radius, LDAP and/or TACACS+, SSHv2, SNMPv3 and/or Telemetry, Syslog, NTP	
4	Device shall support deep packet inspection to identify applications and shall be able to apply QoS based on application	
5	Device should be rack mountable at Site offices	
6	Device shall have power supply and power cords (Indian power with 5 Amps socket), for the power solution at the APSPDCL	
7	Device shall have hardened procedure and disable unwanted services	
8	Device shall have minimum 4 X 1G RJ-45 ports with flexibility of any LAN/WAN combination. Device shall have console port for management	
9	Device should be able to support high availability by directly connecting one WAN link on each device and be able to do per packet or per session load balancing.	
10	Device shall meet requirements as per specification mentioned under General section requirement	
11	Device Shall support minimum 6 or more VRF segments for End-to-End Segmentation of traffic	
12	Device should have minimum 120GB SSD or above	
13	Device shall support ILL, MPLS, Broad band, LTE with external convertor-based connection.	
14	Device should support 20 Mbps (10Mbps Bandwidth + Broadband Bandwidth) IPSec encrypted traffic in each direction from day-1 and scalable to 500 Mbps	
15	Hardware and software both should be from same OEM	
16	Device should support minimum 3000 or more SD-WAN tunnels	
17	Bidder must submit Part Coded Bill of Materials of the offered Product	

18	The company should have Manufactures authorization Form (MAF) on OEM's Letter head duly signed by OEM's authorized signatory as well as acknowledgement by concern System Integrator/Business Partner towards their acceptance of the same	
19	The solution should be supplied with the support including mail & calls support from OEM.	
20	5 years Warranty and support to be provided directly by OEM during the period	

V) 1KVA Online UPS		
S.No.	Parameters	Minimum Specification
1	UPS Rating / Technology	1KVA/800 W - IGBT (Rectifier & Inverter both)
2	Wave form	Pure Sine wave
3	Technology	IGBT Based - True Online
4	Isolation Transformer	inbuilt Galvonic Isolation Transformer
5	Input power factor correction	0.99
6	Input configuration	1Ph, L-N+PE ,160 to 280Vac on full load & shall support 110V-300V@ 50% load.
7	Output Power factor	0.8
8	frequency (Input)	45-55 Hz
9	frequency (output)	50 Hz +/- 0.1% (free Run Mode)
10	Output Voltage	200/220/230/240 Vac shall be available with +/- 1% regulation.
11	Harmonic	3% max full linear load, 5% max on non-linear ssload
12	Crest factor	3:1 or better
13	AC-AC Efficiency	88% or better
14	Transfer time Main- Battery	0 Sec
15	Transfer time Inverter- Bypass	4 msec
16	Port	USB / RS 232
17	Battery Type	Lithium ion and Preferred makes: Enertect/Carry Volt/coslite
18	Batery arrangement	In built with UPS
19	Charger	The charger capacity shall be minimum 10% of the Battery Bank capacity.
20	Battery backup time	30min to 800W load
21	Operating Temperature Range	0-40 deg C
22	Indications Required	Load Level, Battery Level, AC Mode, Battery Mode, Bypass Mode and Fault Indicators.
23	Fan Speed Control	Fan Speed Control as per load & room temp shall be possible.
24	Humidity	0% to 95% non-condensing
25	Noise Level	Less than 58 dBA @ one Meter
26	Mounting	Tower type
27	Cold Start	Shall be available
28	Protection	IP20
29	Safety, EMC and Performance	IEC 62040-1, IEC 62040-2&IEC 62040-3
30	UPS OEM should have ISO 9001, ISO 14001, ISO 45001 and CE Certification	
31	5 years warranty and support to be provided directly by OEM during the period	

Resident Network Engineer:

The Resident Network Engineer will be the first point of contact for SD WAN related network issues, focusing on monitoring, incident logging, and initial troubleshooting and the Engineer should be available at Corporate office, APSPDCL, Tirupati for entire period of contract (5 Years Warranty & Support).

Resident Network engineer should be available full-time for taking care of installation configuration, management & support of supplied infrastructure should be available for entire contract tenure (5 Years).

Key responsibilities

- **Monitor and maintain SD-WAN infrastructure:** Use network monitoring tools to observe the performance and health of SD WAN links, devices, and applications.
- **Incident management:** Respond to network alerts, log all incidents in the ticketing system, and begin the initial phase of troubleshooting to restore service.
- **Basic troubleshooting:** Conduct initial fault isolation for connectivity issues, including checking device status, verifying configurations, and confirming link status.
- **Escalation:** Escalate unresolved or complex issues to next level support teams, providing accurate and detailed documentation of the problem and troubleshooting steps.
- **Vendor coordination:** Act as a liaison between the organization and telecom service providers (TSPs) to track and escalate link failures and service disruptions.
- **Documentation and reporting:** Maintain and update network documentation, including diagrams, IP schemas, and escalation matrices. Create and submit daily, weekly, or monthly network health reports.
- **Hardware inventory:** Assist in maintaining an accurate inventory of all SD-WAN devices and related network equipment.
- **Scheduled tasks:** Perform routine health checks and contribute to preventive maintenance activities on the network.

Documentation:

1. Bidder/OEM should submit the solution architecture with the entire components, and this should include detailed description about the solution including the architecture diagram.
2. Bidder/ OEM should plan, design, integrate, implement, rollout, manage and test the solution to cater to APSPDCL's requirements.
3. Bidder/OEM should submit a general description of the techniques, approaches, and methods to be used in completing the project.
4. Bidder /OEM should provide a user guide on specific customization carried out at APSPDCL's network.
5. Bidder /OEM should prepare and supply the standard

configuration/ backup/compliance/reporting/alerting etc. templates as per APSPDCL's requirement.

6. Bidder should provide below mentioned documents in coordination with OEM.
 - 6.1 Detailed Project Plan.
 - 6.2 High level & low-level design document.
 - 6.3 Network device configuration documents.
 - 6.4 Detailed network logical and physical topology diagram with
IP Addressing, routing and switching strategy.
 - 6.5 Standard Operation Procedure documents (SOP).
 - 6.6 Hand over document

License:

1. Bidder/ OEM shall provide all technical specifications, all necessary entitlements, papers of license, etc. for both hardware and software of all equipment covered in this tender document to the APSPDCL.
2. Bidder shall supply APSPDCL with required licenses in the name of APSPDCL to access and use the Software supplied through this tender document. Such licenses to access and use the software shall be non-exclusive, fully paid up, irrecoverable, and valid throughout APSPDCL offices.
3. Bidder must mention all feasible additional features can be activated on proposed appliance by purchasing additional license/subscription and must propose as optional
4. The proposed solution needs to support client access to VPN without any limitation on the user count or requiring additional licenses.
5. The SD-WAN solution license needs to be 5 years subscription without any additional yearly subscription charges.
6. All the SD-WAN features should be available by default without any additional license requirements

End-of-Life and End-of-Sale conditions:

1. Bidder will supply the models approved as per technical aspects. (In case a product or part of the product (component) which has been quoted, is rendered End of Support during the contract period, a substitute of equivalent or higher capacity should be provided at the same cost/free of cost to the APSPDCL in place of the original product given in the bidding document submitted by the successful without disruption in performance of services/applications.).
2. Bidder should keep the APSPDCL explicitly informed about the end of support dates on related products/ hardware and should ensure support during warranty & AMC period.

Project Management and Implementation:

1. The bidder /OEM will arrange for team of experts for the solution to carry out trouble shooting if required, at the time of installation or in case of any issues with the installed devices in coordination with the APSPDCL.
2. Bidder should engage OEM's Professional Service for Designing/Deploying/Configuring/Implementing/Integration of the Solution at DC & DR
3. Bidder has to engage their own resources along with Project Manager during the Project Implementation in phased manner and should provide onsite team of required no. of skilled resources for implementation of solution during the contract period.
4. Bidder must confirm that key project personnel to be deployed in this project have been sufficiently involved in similar past installations and have adequate experience thereof.
5. Bidder should ensure Onsite Resources for Management and co-ordination during implementation.
6. Bidder should coordinate with APSPDCL MSP while implementing the project and during any point of time whenever issue is raised by APSPDCL.
7. Bidder should clearly mention the Role and Responsibilities for the resources and Project Manager during the Project Management.
8. Bidder should clearly mention the Responsibilities of the Parties for project Management and agreed by the APSPDCL.
9. Bidder should submit escalation matrix and keep APSPDCL informed if any changes take place in the designed solution
10. Bidder should submit the escalation matrix for delivery & installation and for support.
11. Asset tagging is to be done on the newly installed network equipment.

Warranty including Annual Maintenance Contract (AMC):

The entire hardware covering all components will remain under, onsite, comprehensive maintenance warranty for a period of five years. The service support during warranty period shall be for all hardware and accessories supplied.

Vendor will have to provide a post-installation warranty as per the terms mentioned below:

- Comprehensive Warranty for 60 Months from the date of installation
- All applicable licenses that are subscription based should be activated for 60 months.

The Bidder further warrants that all Goods supplied or Works carried out under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and /or material is required by the APSPDCL's specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods or Works in the conditions prevailing in the country.

If the device fails/ in non-working condition, a standby device should be provided by the bidder to avoid network interruptions within 24hrs at critical locations & 48 hrs for Semi & Non-Critical locations.

Warranty should not become void if the APSPDCL buys any other supplemental hardware from third parties and installs it along with these machines. However, the warranty will not apply to such hardware items installed

Training:

- The proposed SD WAN solution vendor must provide knowledge transfer session for 1 week to customer personnel (APSPDCL) at no cost.
- The proposed SD WAN solution vendor must do knowledge for at least 3 personnel of the customer (APSPDCL) at customer (APSPDCL) premises before handing over.
- All documentation needs to be provided in soft copies.

**Chief General Manager/Projects& IT
APSPDCL::TIRUPATI**

Important Note: As per the instructions of Director, Minister of Power, Govt. of India vide Lr.No.25-11/6/2018-PG, dt: 02-07-2020.

Power Supply System is a sensitive and critical infrastructure that supports not only our national defense, vital emergency services including health, disaster response, critical national infrastructure including classified data & communication services, defense installations and manufacturing establishments, logistics services but also the entire economy and the day-to-day life of the citizens of the country . Any danger or threat to Power Supply System can have catastrophic effects and has the potential to cripple the entire country. Therefore, the Power Sector is a strategic and critical sector.

The vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber-attacks through malware/Trojans etc. embedded in imported equipment. Hence, to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, the following directions are hereby issued:-

- a) All equipment components and parts imported for use in the manufacturing of above materials shall be tested to check for any kind of embedded malware/Trojans/Cyber threat and for adherence to Indian standards.**
- b) All equipment, components, and parts imported for use in the Power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.**
- c) Any import of equipment/components/parts from “Prior reference” countries i.e., CHINA, PAKISTAN or by persons owned by, controlled by or subject to the jurisdiction or the directions of these prior reference countries will require prior permission of the Government of India.**
- d) Where the equipment/components/parts are imported from “prior reference countries, with special permission, the protocol for testing in certified & designated laboratories shall be approved by the Ministry of Power (MOP).**
- e) The above shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used or any activity directly or indirectly related to Power supply system.**

**Chief General Manager/Projects& IT
APSPDCL::TIRUPATI**

ANNEXURE-1

SECTION – V **General Terms and conditions** **TABLE OF CLAUSES**

Sl. No.	Description
A.	Introduction
	1. Definitions
	2. Applicability
	3. (a) Standards
	(b) Interchangeability
	4. Scope of Work
	5. Eligible Bidders
B.	<u>The Bidding Documents</u>
	6. Contents of Bidding Document
	7. Clarification of Bidding Documents
	8. Amendment to Bidding Documents
C.	Preparation of Bids
	9. Language of the Bid
	10. Cost Associated with Bidding
	11. Documents constituting the Bid
	12. Bid Form
	13. Bid Prices
	14. Variable Prices and Price Variation Basis
	15. Taxes & Duties
	16. Statutory Variations
	17. Bid Currencies
	18. Quantity to Quote
	19. Documents establishing Bidders eligibility and Qualification
	20. Bid Security
	21. Period of validity of Bids
	22. Tax clearance certificate
	23. Service conditions
	24. Format and signing of Bids
D.	Submission of Bids
	25. Sealing and Marking of Bids
	26. Deadline for submission of Bids
	27. Late Bids
E.	Opening and Evaluation of Bids
	28. Opening of Bids by the purchaser
	29. Clarification of Bids
	30. Preliminary Examination
	31. Evaluation and Comparison of Bids
	32. Contacting the purchaser
F.	Award of Contract
	33. Post Qualification
	34. Award Criteria
	35. Purchaser's Right to Vary Quantities at the Time of Award
	36. Purchaser's Right to accept any Bid & to reject any or all bids

	37. Notification of Award
	38. Signing of Contract
	39. Performance Security
	40. Corrupt or Fraudulent Practices
	41. Use of Contract Documents and Information
	42. Patent Rights
	43. Places of Locations
	44. Delivery
	45. Inspection and Test
	46. Name Plate
	47. Packing
	48. Delivery Documents
	49. Insurance
	50. Transportation
	51. Incidental Services
	52. Spare Parts
	53. Warranty
	54. Payment
	55. Prices
	56. Change Orders
	57. Contract Amendments
	58. Assignment
	59. Delays in Supplier's Performance
	60. Penalty for delayed supplies
	61. Termination for Default
	62. Termination for Insolvency
	63. Termination for Convenience
	64. Force Majeure
	65. SETTLEMENT OF DISPUTES
	66. Jurisdiction
	67. Notices
	68. Foreign Exchange

A. INTRODUCTION

1. Definitions

1.1. In this contract, the following terms will be interpreted as indicated.

- a) "The Contract" means the agreement entered between the 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 there in.
- 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 materials/equipment" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- d) "The Services" means those service 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 Purchaser" means the organization purchasing the materials/ equipment.
- g) Vendor is a supplier who has registered with the purchaser for supply of materials/equipment.
- h) "The Supplier" means the firm supplying the materials/equipment and Services under this contract.
- i) "Day" means calendar day.

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 Bid.**

3. (a) Standards

The materials/equipment supplied under this Contract will conform to the standards mentioned in the Technical specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the materials/equipment i.e., BIS, such standards will be the latest. All material will be of the best class and will be capable of satisfactory operation under tropical conditions without distortion or deterioration.

(b) Interchangeability

All similar materials and removable parts of similar equipment will be interchangeable with each other. A specific confirmation of this should be furnished in the bid.

4. Scope of Work

This specification covers Supply, Installation, Testing and Configuration of Software Defined - Wide Area Network (SD-WAN) devices along with necessary Hardware, Bandwidth Licenses, IPS& IDS security and 1 KVA UPS at the locations of APSPDCL in 9 circles with 5 Years warranty & support. (Free at Destination stores) of the materials described at Section 'Schedule of Material of and 'Technical Specification'.

5. Eligible Bidders

Manufacturers for supply and delivery of the material/ equipment listed in Section 'Schedule of Material' of Bid specification and meeting the qualification requirements described only need quote. Bids received from firms not meeting the above two criteria will not be considered.

B. THE BIDDING DOCUMENTS

6. Contents of Bidding Document
 - 6.1. The material/equipment required, bidding procedures, and contract terms are prescribed in the bidding documents as listed below.
 1. Notice Inviting Bid
 2. Salient Features of the Bid
 3. General terms and conditions of contract
 4. Schedule of requirements (Delivery Schedule)
 5. Technical specification
 6. Qualification Requirements
 7. Bid Form and Price Schedules
 8. Bid Security
 9. Performance Security Form
 10. Schedule of Deviations
 - 6.2. 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.
7. **Clarification of Bidding Documents**
 - 7.1. Clarification of Bidding Documents: A prospective Bidder requiring any clarification of the bidding documents may notify the purchaser in writing or by mail.
 - 7.2. 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 prior to the deadline for the submission of bids.
8. **Amendment to Bidding Documents**
 - 8.1. At any time prior to the deadline for submission of bids, the 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.
 - 8.2. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the purchaser, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

9. **Language of Bid**

The bid prepared by the Bidder including all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, will be in English only.
10. **Cost Associated with Bidding**

The Bidder will bear all costs associated with the preparation and submission of its bid, and the purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
11. **Documents constituting the Bid**
 - 11.1. The bid prepared by the Bidder will comprise the following components:
 - I. A Bid Form and Price schedule (**only for online submission**) completed in accordance with Clause No. 12 and 13.
 - II. Documentary evidence establishing in accordance with Clause No. 18 that Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
 - III. Documentary evidence establishing that the materials/ equipment and ancillary services to be supplied by the Bidder are as per the Technical specification of the bidding documents; and
 - IV. Bid Security in accordance with Clause No. 19.
 - V. Tax clearance certificate

VI. Schedule of Deviations

- i. Commercial
- ii. 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.

12. Bid Form

- 12.1. The Bidder will complete the Bid form and the appropriate Price Schedule **(only for online submission)** furnished in the bidding documents, indicating the materials/equipment to be supplied, a brief description of the materials/ equipment, quantity and prices.

13. Bid Prices

- 13.1. The prices quoted will be Firm. Bids will be called for with prices for Supply, Installation, Testing and Configuration of Software Defined - Wide Area Network (SD-WAN) devices along with necessary Hardware, Bandwidth Licenses, IPS& IDS security and 1 KVA UPS at the locations of APSPDCL in 9 circles with 5 Years warranty & support inclusive of packing and forwarding GST and other legally permissible duties and levies wherever applicable, handling charges to cover the transport by road from destination railway station to site/stores, unloading at destination and insurance.
- 13.2. It is the responsibility of the Bidder to inform himself of the correct rates of duties and taxes leviable on the materials at the time of bidding.
- 13.3. The proforma credit available to the bidder on the purchases of inputs (raw materials) consequent to the introduction of "GST" Scheme may be taken into account while quoting the prices.
- 13.4. The Bidder will indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the materials/equipment it proposes to supply under the contract.

Prices indicated on the Price Schedule will be entered separately in the following manner.

The price of the materials/ equipment quoted Ex-Works and other duties and other taxes payable on the finished materials/ equipment with individual breakup for taxes and duties, packing and forwarding, freight and insurance etc.,

- 14.1. In case where variable prices are quoted, if complete information as above is not given, the bid is liable for rejection.
- 14.2. If the date of delivery as defined in the P.V. formula is beyond the contracted delivery date, the scheduled delivery date or the actual delivery date whichever is advantageous to the purchaser will form the basis for calculation of price variation.
- 14.3. Notwithstanding the formula applicable for regulating the price variation, if at any time any documentary evidence proof or certificate in regard to the price variation bills is required by the purchaser, the bidder will have to furnish the same to the purchaser.
- 14.4. The price for inland transportation, insurance, packing and forwarding and other local costs incidental to delivery of the materials/ equipment to their final destination, The price of other (incidental) services, if any

15. Taxes and Duties

15.1 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 GST (HSN Code) and any other taxes and levies payable in the respective columns provided in the price schedule. Failure to furnish the details as prescribed in the price schedule will be loaded as indicated in the evaluation criteria.

15.2 If the rates of statutory levies assumed by the bidder are less than the actual rates prevailing at the time of bidding, the 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, the difference will be passed on to the credit of the purchaser.

16. Statutory Variations

Any variation up or down in statutory levy or new levies introduced after Signing of the contract under this specification will be to the account of APSPDCL provided that in cases where delivery schedule is not adhered to by the supplier and there are upward variation/revision after the agreed delivered date the supplier will bear the impact of such levies and if there is downward variation/revision the APSPDCL will be given credit to that extent.

17. Bid Currencies

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

18. Documents Establishing Bidder's Eligibility and qualifications

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

The documentary evidence of the bidders' qualifications to perform the contract of its bid is accepted will establish to the purchaser's satisfaction.

- a) that the Bidder has the financial, technical, and production capability necessary to perform the contract.
- b) That the Bidder meets the qualification criteria. In addition, the Bidder may furnish full particulars regarding supply of the material in question made so far to APSPDCL during the last 5 years and other reputed utilities.

18.1. Documents Establishing materials/ equipment conformity to Bidding documents

The Bidder will furnish as part of its bid, documents establishing conformity to the bidding documents of all materials/equipment and services, which the Bidder proposes to supply under the contract.

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

- a) A detailed description of the essential technical and performance characteristics of the materials/equipment.
- b) The bidder should specifically mention about furnishing the test certificates and a specimen form of test certificate should be furnished along with the bid.
- c) A list giving full particulars, including available sources and current prices of spare parts, special tools etc., necessary for the proper and continuing functioning of the materials/equipment following commencement of the use of the materials/equipment by the purchaser; and
- d) An item-by-item commentary on the purchaser's Technical specifications demonstrating substantial responsive-ness of the materials/equipment and

services to those specifications, or a statement of deviations and exceptions to the provisions of the technical specifications.

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

19. Bid Security

- 19.1. The bidder will furnish, as part of its bid, a Bid Security amount specified by the purchaser in the section-I (S.No.8). This amount should be paid through online as specified in the section-I (S.No.9).
- 19.2. The fact of having enclosed bid security by online receipt along with the bid.
Bids which do not have the above superscription, will be rejected and returned to the respective bidders unopened.
- 19.3. Submission of BID SECURITY by way of cheque, cash, money order, call deposit will not be accepted and will be considered as disqualification.
- 19.4. This clause is deleted.
- 19.5. 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.
- 19.6. This clause is deleted.
- 19.7. Requests for exemption from payment of BID SECURITY will not be entertained in any case.
- 19.8. This clause is deleted.
- 19.9. Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the purchaser.
- 19.10. The successful Bidders' Bid security will be discharged upon the bidder signing the contract.
- 19.11. 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
 - iii. Offers post Bid rebates, revision 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
 - ii. To furnish performance security

20. Period of validity of Bids

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

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

- 20.2. In exceptional circumstances, the purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to will be made in writing (or by cable). The Bid Security provided under clause No. 20 will also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security.

21. Tax Clearance certificates

- 21.1. Copies of Income Tax, Sales Tax and Turnover Tax certificates for the latest period from the appropriate authority will invariably be enclosed to the bid in the case of proprietary or partnership for 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

22. Service Conditions

- 22.1. The equipment/materials offered will be entirely satisfactory for operation under the climatic conditions indicated below :

a) Maximum ambient air temperature (in shade)	45°C
b) Maximum ambient air temperature (under sun)	50°C
c) Maximum daily average ambient air temperature	35°C
d) Maximum yearly average ambient air temperature	30°C
e) Maximum humidity	100%
f) Altitude above M.S.L.	upto 1000 M
g) Average No. of thunder storm days per annum	50
h) Average NO. of dust storm days per annum	Occasional
i) Average No. of rainy days/annum	90
j) Average Annual Rain fall	925 mm
k) Normal tropical monsoon period	4 months
l) Maximum wind pressure	150 Kg/sq.m.

- 22.2. 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.

23. Format and signing of bid.

- 23.1. The Bidder will prepare an original and one more copy of the bid, clearly marking each "ORIGINAL BID" and "COPY OF BID", as appropriate. In the event of any discrepancy between them, the original will govern.
- 23.2. The original and the copies of the bid will be typed and will 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.
- 23.3. Any interlineations, erasures, or overwriting will be valid only if they are initialed by person or persons signing the bid.

D.SUBMISSION OF BIDS

24. Sealing and Marking of Bids.

- 24.1. The Bidder will seal the original and each copy of the bid in separate envelopes, duly marking envelopes as "ORIGINAL: and the "COPY". The envelopes will then be sealed in an outer envelope.
- 24.2. The inner and outer envelopes will:
 - a) Be addressed to the purchaser,
 - b) The sealed cover as well as outer envelope should be super scribed as noted below.
- 24.3. The sealed cover as well as the outer envelope should be super scribed as follows.
 - a) Registration No. of the vendor
 - b) Bid Enquiry No.
 - c) Due date and time for submission
 - d) Date and time for opening
 - e) Payment of Bid Security
 - i) Give details: DD No. _____ Date _____
Name of the Bank: _____
Amount _____
 - f) Whether 90 days validity offered _____ Yes/No
 - g) Whether the quotation is made accepting payment terms clause ---- Yes/No
 - h) Whether the delivery is as per delivery schedule indicated --- Yes/No.
 - i) Whether the sample (if specified) has been enclosed/sent --- Yes/No
- 24.4. Bids not super scribed as above are liable to be rejected.
- 24.5. 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.
- 24.6. The time of actual receipt in the office only will count for the acceptance of the bid and either the date of bid, date stamp of post office or date stamp of any other office will not count. The APSPDCL will not be responsible for any postal or any other transit delays.
- 24.7. Telegraphic quotations will not be entertained under any circumstances. Clarification, amplifications, and/or any other correspondence from the Bidder subsequent to the opening of bid will not be entertained. The Bidders are advised to ensure that their bids are sent in complete shape at the first instance itself.
- 24.8. 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".
- 24.9. If the outer envelope is not sealed and marked as required above, the purchaser will assume no responsibility for the bid's misplacement or premature opening.

25. Deadline for submission of Bids

- 25.1. Bids together with modifications if any, or other withdrawals must be received by the Purchaser not later than the deadline for submission of bids specified in the salient features of the Bid.
- 25.2. The 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

purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

26. Late Bids

- 26.1. Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser will be rejected and returned unopened to the Bidder.
- 26.2. 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 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.

E. OPENING AND EVALUATION OF BIDS

27. Opening of Bids by the Purchaser

- 27.1. The purchaser will open all bid meetings above criteria, at the time, on the date, and at the place specified.
- 27.2. The Bidder's names, bid modifications or with-drawls, bid prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening.
- 27.3. Bids that are not opened and read out at bid opening will not be considered further for evaluation, irrespective of the circumstances.

28. Clarification of Bids

- 28.1. During evaluation of the bids, the 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.

29. Preliminary Examination

- 29.1. The 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.
- 29.2. 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.
- 29.3. The purchaser may waive any minor informality, nonconformity, or irregularity in bid which does not constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.
- 29.4. Prior to the detailed evaluation, the 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 purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 29.5. If a bid is not substantially responsive, it will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

30. Evaluation and Comparison of Bids

- 30.1. The purchaser will evaluate and compare the bids, which have been determined to be substantially responsive.
- 30.2. The purchaser's evaluation of a bid will take into consideration one or more of the following factors.

All the bids, which are opened, read out and considered for evaluation will be checked for qualification requirements in respect of the 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 purchaser the bidder has offered equipment/material 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.
 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.
 6. The bid is through telegram or fax.
- Further, the 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 any overwriting in the price column such Bids will be rejected.
 - ☞ Failure on the part of the bidder to agree to the above corrections will result in rejection of his offer and forfeiture of his bid security.
 - It will be ensured that the required sureties have been furnished and that the documents have been properly signed.
 - The purchaser's evaluation of a bid shall take into consideration one or more of the following factors.
 - a) Delivery schedule offered in the bid;

- b) Deviations in payment schedule from that specified in the general terms and conditions of the contract and technical deviations.
- c) The cost of components, mandatory spare parts, and service;
- d) The availability of spare parts and after-sales services for the equipment offered in the Bid;
- e) The projected operating and maintenance costs during the life of the equipment; The performance and productivity of the equipment offered; Other specific criteria indicated in the Bidding documents.

In addition, the purchaser's evaluation of a bid will take into account the net landed cost of the material 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 & any other levies, packing and forwarding, freight charges, insurance (transit & storage) as quoted by the bidder, interest on advance if any, unloading at final destination, erection, servicing and other charges exclusive of GST as called for.

In addition, any variation up or down in taxes and duties/new levies introduced subsequent to bid opening and before 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 (see samples form 1). 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 GST the documentary evidence to that effect will be enclosed by the supplier.
- c) The bidders for supply and works shall invariably possess the TIN number and PAN Number for the bids above Rs. 5.00 lakhs and this must be verified before entering into contract.
- * Prior to detailed evaluation, the responsiveness of each bid will be determined. A substantially responsive bid is one that conforms to all the terms and conditions of the bidding documents without materials deviations. For this purpose, superscription, qualification requirement, bid security, validity, delivery, payment term, price schedule, taxes and duties will be deemed to be the critical provisions and deviations in any one of these items will be deemed to be a material deviation.

The 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. The purchaser will clearly indicate in the bid specification the methodology for evaluation of bids.

- a) Bid price, which will include all, costs of manufacture and services at manufacturing places as well as, Transportation to destination stores, packing and forwarding, insurance and all taxes and other legally permissible duties & levies payable.
- b) Delivery schedule offered in the bid.
- c) Deviations in payment schedule from that specified in the general terms and conditions of the contract.
- d) The cost of components, mandatory spare parts, and service.
- e) The availability of spare parts and after-sales services for the equipment offered in the Bid;

- f) The projected operating and maintenance costs during the life of the equipment.
- g) The performance and productivity of the equipment offered; and/or
- h) Other specific criteria indicated in the Bid specification.

31.3(a) The purchaser's evaluation of a bid will take into account the Net Landed Cost of the material at destination stores inclusive of all taxes and duties and exclusive of GST 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 maximum of other eligible Bids.

(b) Any statutory variations of taxes and duties and new levies imposed after opening of the bid and before award of the contract will be taken into consideration for the purpose of evaluation.

30.3. 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, delivery, payment term, price schedule will be deemed to the critical provisions and deviations in any one of these things will be deemed to be a material deviation.

31. Contacting the Purchaser.

32.2 From the time of the opening to the time of contract award, if any Bidder wishes to contact the purchaser on any matter related to the bid, it should do so in writing.

32.3 Any effort by a bidder to influence the 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

33 Post Qualification

33.1 In the absence of pre-qualification, the 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.

33.2 The determination will take into account the Bidder's financial, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

34 Award Criteria:

34.1. The Purchaser will award the contract to the successful Bidder/Bidders whose bid has/have been determined to be substantially responsive.

35. Purchaser's Right to Vary Quantities at the time of Award

35.1. The purchaser reserves the right at the time of contract award to increase or decrease the quantity of materials/equipment and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

35.2. The purchaser reserves the right to vary the ordered quantity upto 50% during the execution of the contract.

36. Purchaser's right to accept any bid and to reject any or all Bids

36.1. The 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.

37. Notification of Award

- 37.1. Prior to the expiration of the period of bid validity, the 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.
- 37.2. The notification of award will constitute the formation of the contract.
- 37.3. Upon the successful Bidder's furnishing of the performance security, the purchaser enters into contract with successful Bidder/Bidders. The purchaser will notify each unsuccessful Bidder and will discharge its bid Security.

38. Signing of contract

The Purchaser notifies the successful Bidder that its bid has been accepted. Within 30 days (thirty days) of receipt of notification of award of contract, the successful Bidder will sign and date the contract. Failure to comply with this stipulation will entail cancellation of the contract besides forfeiture of the bid security.

39. Performance Security

- 39.1. **Within 7 working days** of receipt of the Letter of Acceptance, the Successful Bidder shall furnish a Performance Security in any of the forms given below for an amount equivalent to **10% of the Contract price**.
- 39.2. Performance Bank Guarantee will be 10% of the contract value **covering a period of 6 months over and above** the performance guarantee period/Warranty period as per the OEM (Materials) and it should be more than highest warranty period of any of the said equipment supplied.
- 39.3. The proceeds of the performance security will be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 39.4. The performance security shall be submitted in the following forms.
 - a) A bank guarantee issued by a scheduled bank acceptable to the purchaser, in the form provided in the bidding documents.
 - b) A banker's cheque or crossed DD or Pay order payable at the head quarter of the purchaser i.e., Tirupati in favour of the Purchaser i.e., Pay Officer, APSPDCL, TIRUPATI drawn on any scheduled bank.
- 39.5. The performance security will be discharged by the purchaser and returned to the supplier not later than sixty (60) days after the expiry date.
- 39.6. This clause is deleted.
- 39.7. Failure of the successful Bidder to comply with the above requirement will entail cancellation of the award and forfeiture of the Bid Security.

40. Corrupt or Fraudulent Practices

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

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
- (ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detrimental of the 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 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 anytime determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

41. Use of contract Documents and Information

- 41.1. The supplier will not, without the 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 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.
- 41.2. The supplier will not, without the purchaser's prior written consent, make use of any document or information except for purpose of performing the contract.
- 41.3. 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.
- 41.4. The supplier will permit the purchaser or his authorized representative to inspect the supplier's accounts and records relating to the performance of the supplier and to have them audited by auditors appointed by the supplier.

42. Patent Rights

- 42.1. The Supplier will indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the materials/ equipment of any part thereof.

43. Places/ Locations :

- 43.1. Particulars of site location and nearest rail heads to which the equipments/ material have to be supplied will be given to successful bidders.

44. Delivery

- 44.1. Delivery period will be reckoned from the date of signing of the contract. The delivery quoted will be firm, definite, unconditional and on the basis of receipt of materials at destination in good condition without any bearing on the procurement of raw materials or any similar prerequisites. The commencement date and date of delivery will be indicated. The preferred delivery time, which is the essence of this specification, is indicated in the schedule. Final deliveries are however, subject to confirmation at the time contract. Delay in delivery of materials FADS (Free at destination store) due to non-availability of railway booking non-allotment of wagons and any such reasons will not be considered. It is the responsibility of the supplier to make alternative arrangements for transporting the materials by road or rail so as to see that the material reaches the destination within the stipulated period. The purchaser reserves its right to defer the delivery date at any time after orders are placed without any change in the conclusion of contract other condition supply. The delivery period, which will be reckoned from the date of the contract, will be guaranteed under penalty.

45. Inspections and Tests

- (i) The supplier will keep the purchaser informed in advance of the time of the starting and the progress of manufacture of equipment in its various stages so that arrangement could be made for inspection. The accredited representative of the APSPDCL will have access to the supplier's or his subcontractor's work at any time

during working hours for the purpose of inspecting the materials during manufacturing of the materials/equipment and testing and may select test samples from the materials going into plant and equipment. The supplier will provide the facilities for testing such samples at any time including access to drawings and production data at no charge to purchaser. As soon as the materials are ready the supplier will duly send intimation to APSPDCL by Regd. Post and carry out the tests in the presence of representative of the APSPDCL.

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

46. Name Plate :

Equipment should be provided with name plate giving full details of manufacture, capacities and other details as specified in the relevant ISS or other specification stipulated. The P.O. No. and date, year of supply, period of warranty and the words "APSPDCL" must be etched on the name plate.

47. Packing

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

PACKING SLIP

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

48. Delivery Documents

- 48.1. Delivery of the materials/equipment will be made by the supplier in accordance with the terms specified in the contract.

The latest test certificates containing the result of the tests as per the relevant ISS or other specification stipulated must be submitted to the Chief General Manager/Projects & IT and got approved by him.

- 48.2. Documents to be submitted by the supplier are specified as under ...

- (i) Transportation Insurance certificate;
- (ii) Supplier's certificate certifying that the defects if any pointed out during inspection has been rectified (3 copies).
- (iii) Manuals in six sets and one set of reproducible drawings.

The purchaser will receive the above documents soon after the dispatch of materials and if not received, the supplier will be responsible for any consequent expenses.

49. Insurance

- 49.1. The materials/equipment supplied under the contract will be fully insured against loss or damage incidental to manufacture or acquisition, transportation and delivery in the manner specified in the contract and also storage for 30 days at destination site or stores before taking into stock.

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

50. Transportation

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

51. Incidental Services

- 51.1. The Supplier may be required to provide any or all of the following services, including additional services, if any
- a) Performance or supervision of on-site assembly and/or start-up of the supplied materials/equipment.
 - b) Furnishing of tools required for assembly and/or maintenance of the supplied materials/equipment;
 - c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied materials/equipment.

- d) Performance or supervision or maintenance and/or repair of the supplied materials/equipment, during warranty period, provided that this service will not relieve the supplier of any warranty obligations under this contract; and
- e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, startup, operation, maintenance, and/or repair of the supplied materials/equipment.

52. Spare Parts

- 52.1. The supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier.
 - a) Such spare parts as the purchaser may choose to purchase from the supplier, provided that this selection will not relieve the supplier of any warranty obligations under the contract; and
 - b) In the event of termination of production of the spare parts;
 - c) Advance notification to the purchaser of the impending termination.
 - d) Time to permit the purchase to procure needed requirement; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts; if requested.

53. Warranty

- 53.1. The supplier will warrant for the satisfactory functioning of the material/ equipment as per specification from the date of receipt of the material/equipment in good condition and the warranty shall be as mentioned in Section 'Technical Specifications'.
- 53.2. The Supplier warrants that the materials/equipment supplied under the contract are new, unused, of the most recent or, current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all materials/equipment supplied under this contract will have no defect, arising from a design and/or materials as required by the purchaser's specifications or from any act of omission of the supplier that may develop under normal use of the supplied materials/equipment.
- 53.3. All the material will be of the best class and will be capable of satisfactory operation in the tropics under service conditions without distortion or deterioration. No welding filing or plugging of defective parts will be permitted, unless otherwise specified, they will conform to the requirements of appropriate Indian, British or American Standards. (Where a standard specification covering the material in question has not been published, the standards of the American Society for testing of materials should be followed).
- 53.4. The entire designs and constructions will be capable of withstanding the severest stresses likely to occur in actual service and of resisting rough handling during transport.
- 53.5. Unless otherwise specified the warranty period will be 60 months from the date of acceptance of the materials/ equipment. The supplier will, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the supplier, these guarantees are not attained in whole or in part, the supplier will at its discretion either, make such changes, modifications, and/or additions to the materials/equipment or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests as per the relevant standards.

- 53.6. The purchaser will promptly notify the supplier in writing of any claims arising under this warranty.
- 53.7. "Upon receipt of such notice, the Supplier will repair or replace within 30 days of the defective materials/ equipment or parts thereof, free of cost at the ultimate destination. The supplier will take over the replaced parts/ materials/equipment at the time of their replacement. No claim whatsoever will lie on the purchaser for the replaced parts/materials/equipment thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material will be extended to a further period of 12 months.
- 53.8. If the Supplier, having been notified, fails to remedy the defect(s) within the above period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense duly deducting the expenditure from subsequent bills/bank guarantee and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

54. Payment

- 54.1. 60% payment will be arranged on delivery of the material in Good Condition and balance 40% payment will be released after successful completion of installation, Testing, Configuration, Training of the equipment's and Go-Live of the project.
- 54.2. All payments will be made promptly by the Employer on or after Forty-Five (45) days from the date of check measurement provided the invoice is received complete in full shape supported by the requisite documents and fulfilment of stipulated conditions, if any. All the payments shall be released to the contractor directly.
- 54.3. All invoices under the contract shall be raised by the contractor on APSPDCL and all payments shall be made to the contractor by Chief General Manager/ Finance on behalf of APSPDCL.
- 54.4. The contract agency intending to have bills payment without reference to due-date from the date of check measurement shall have the option for discount bill payment, subject to availability of surplus funds on specific request letter from the contract agency.

55. Prices

- 55.1. Prices charged by the supplier for materials/equipment delivered and service 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.

56. Change Orders

- 56.1. The purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the contract in any one or more of the following
- a) Drawings, designs or specifications, where materials/equipment to be furnished under the contract are to be specifically manufactured for the purchaser;
 - b) The method of shipment or packing;
 - c) The place of delivery; and /or
 - d) The services to be provided by the supplier.

57. Contract Amendments

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

58. Assignment

- 58.1. The Supplier will not assign, in whole or in part, its obligations to perform under this contract, except with the purchasers, prior written consent.

59. Delay in Supplier's performance

- 59.1. Delivery of the materials/equipment will be made by the Supplier in accordance with the time schedule prescribed by the purchaser in the schedule of Requirements.
- 59.2. If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the materials/equipment, the Supplier will promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser will evaluate the situation and may at its discretion extend the suppliers
time for performance, with or without liquidated damages, in which case the extension will be ratified by the parties by amendment of the contract.
- 59.3. Except as provided under "force majeure" clause a delay by the Supplier in the performance of its delivery obligations will render the supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

60. Penalty for delay in supplies

The time for and the dates for delivery mentioned in the contract will be deemed to be the essence of the contract subject to "force majeure" clause No. 64, if the supplier failed to deliver any or all of the materials /equipment or to perform the services within the periods(s) specified in the contract, the purchaser will, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week on the undelivered portion subject to a maximum of 5% of the cost of materials undelivered in time. Once the maximum is reached the purchaser may consider termination of the contract.

The actual date of receipt of materials at destination stores in good condition, subject to check measurement will be taken as the date of delivery for considering penalty clause. Materials / Equipment which are not of acceptable quality or are not confirming to the specification would be deemed to be not delivered. For penalty, the number of days would be rounded of to the nearest week and penalty calculated accordingly.

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

61. Termination for Default.

- 61.1. The 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 Supplier fails to deliver any or all of the Materials / equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.
 - ii. If the Supplier, fails to perform any other obligation(s) under the Contract.
 - iii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 61.2. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Materials / equipment or services similar to those undelivered, and the Supplier will be liable to the Purchaser for any excess costs for such similar materials / equipment or Services. However, the Supplier will continue performance of the Contract to the extent not terminated.

62. Termination for Insolvency

- 62.1. The 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, 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 Purchaser.

63. Termination for Convenience

- 63.1. The 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 Purchaser's convenience, the extent to which performance of the supplier under the Contract is terminated, and date upon which termination becomes effective.
- 63.2. However, the Materials / equipment that are complete and ready for shipment within thirty (30) days after the supplier's receipt of notice of termination will be accepted by the Purchaser at the Contract terms and prices.

64. Force Majeure

- 64.1. The Supplier will not be liable for forfeiture of its performance security, penalty for late delivery, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force majeure.
- 64.2. For purpose of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 64.3. If a Force majeure situation arises, the supplier will promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier will continue to perform its obligations under the contract as far as is reasonably practice, and will seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- No price variance will be allowed during the period of Force Meajure.

65. Settlement of Disputes

- 65.1. If any dispute or difference of any kind whatsoever will arise between the 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.
- 65.2. If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 65.3. 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. Arbitration may be commenced prior to or after delivery of the materials/ equipment under the contract.
- 65.4. 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 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 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 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 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).

65.5. 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 Purchaser will pay the supplier any monies due the supplier.

66. Jurisdiction

- 66.1. All and any disputes or differences arising out of or touching this contract will be decided by the courts at Tirupati or Tribunals situated in Purchaser's Headquarters only. No suit or other legal proceedings will be instituted elsewhere.

67. Notices

- 67.1. 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.
- 67.2. A notice will be effective when delivered or on the notice's effective date, whichever is later.

68. Foreign Exchange

- 68.1. No Foreign Exchange is available or expected for this purchaser. Offers which do not require 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.

SECTION –VI
QUALIFICATION REQUIREMENTS

S.No	Item	Description of Item	Documents Required
1	Bid Security (2% of the estimated Cost)	The bidder should furnish Bid Security for an amount Rs.5873010/-	
2	Establishment	The Solo Bidder should be a company registered under the provision of Indian Companies Act 1956/2013 or a partnership firm under Indian Partnership Act 1932 or the Limited Liability Partnership Act 2008. In case of consortium, the consortium members should be a company registered under the provisions of the Indian Companies Act, 1956/2013 or a partnership firm under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008.	a. Certificate of Incorporation/ Partnership deed.
			b. Copy of certificate of GST Registration.
			c. Certificate from authorized signatory/ Company Secretary of the bidder firm indicating that they are in IT & Network Solution for the last 3 years reckoned from the date of bid submission.
			d. Certification of MTCTE (Mandatory Testing and Certification of Telecommunication Equipment)
3	Blacklist	Bidder should not blacklist by State/ Central Government/ Public Sector Undertakings (PSU) as on the bid submission date.	A certificate from authorized signatory/ company secretary of the bidder that the bidder has not been blacklisted by any State/ Central Government/ Public Sector Undertakings (PSU) as on the bid submission date.
4	OEM/Authorized Partners	Bidder should be an Original Equipment Manufacturer (OEM). In case OEM prefers to quote through their authorized SI/BP, the SI/BP should submit a valid Manufactures Authorization Form (MAF) on OEM's letterhead duly signed and stamped by OEM's authorized signatory as well as acknowledged by the concerned SI/BP towards their acceptance of the same. It will be the responsibility of the SI/BP to keep the authorization of OEM valid till execution of the supply, Installation and support period of the Hardware.	a. In case the bidder is an OEM, a self-Declaration on their letterhead that the bidder is OEM and the Hardware is required to be submitted by the bidder.
			b. In case bidder is a System Integrator (SI)/Business Partner authorized by OEM, they should submit a valid certificate on the Letterhead of OEM that Bidder is authorized SI/BP of the OEM for sale, installation and support of the Hardware in India, as on the date of submission of the bids.
5	Experience	The bidder should have successfully supplied and installed IT & Network Hardware requirements of value not less than 30 Crores during proceeding any 3 years period in last five years of period in India. Should have the experience in Installation & configuring of Network equipment's.	Successful Completion Certificate along with copy of Purchase Order / Contract issued by competent authority of the Organization / Firm.
6	Financial Standing	a) The bidder should have minimum average annual financial turnover of more than 50 crores during preceding any 3 years period in last five years i.e. FY 2021-22, 2022-2023, 2023-24, 2024-25 and 2025-26 as per their audited accounts, as on bid submission date.	a. A certificate from Chartered Accountant that the bidder has average annual financial turnover of minimum 50 Crores in best three years out of last five financial years as per their audited accounts, as on bid submission date.
		b) The bidder should have positive Net worth as per latest audited balance sheet.	b. Copy of Audited P & L accounts and Balance sheets of last Five consecutive financial years as on bid submission date.
		c) Bidder shall not be under liquidation, court receivership or similar proceeding. Undertaking to this effect to be submitted by the bidder.	c. Undertaking from the authorized signatory/company secretary of the bidder that the Bidder is not under liquidation, court receivership or similar proceeding.

7	Performance Bank Guarantee	Performance Bank Guarantee will be of 10% of the contract value covering a period of 6 months over and above the performance guarantee period/Service Support period as per OEM 5 Years Warranty & Support. Within 7 working days of receipt of the Letter of Acceptance, the Successful Bidder shall furnish a Performance Security in any of the forms mentioned in the tender document for an amount equivalent to 10% of the Contract price.
8	Work completion period	Supply, Installation, Testing, Configuration and Training will be completed within 150 days from the receipt of the Letter of Acceptance (LOA).
9	Payment	60% payment will be arranged on delivery of the material and balance 40% payment will be released after successful completion of installation, Testing, Configuration & Training of the equipment's and Go-Live of the project. Payments against invoice submitted (accompanied with all requisite documents) shall be released on or after 45 days of submission of invoice.

- Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have....
 - a. made misleading or false representations in the forms, statements and attachments submitted in proof of qualification requirements and / or
 - b. record of poor performance such as not properly completing the contract, inordinate delays in supply, completion, litigation history or financial failure etc.
- The bidder must furnish the details as indicated in FORM No. IIIA (i.e., Details to be furnished by the manufacturer).

Chief General Manager/Projects& IT
APSPDCL::TIRUPATI

SECTION – VII
SAMPLE FORMS
1. BID FORM AND PRICE SCHEDULES

Date:.....

TO : (Name and Address of 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) 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 in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid up to _____ (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

(Signature)

(In the capacity of)

Duly authorized to sign bid for and on behalf of

PRICE SCHEDULE

S No	Item	Product	Qty	Make & Model	HSN Code	Price per Unit	Total Amount
1	Hub Devices (DC-DR)- HA	Hardware	2				
2	Branch gateway - Critical	Hardware	13				
3	Branch gateway - Semi Critical	Hardware	141				
4	Branch gateway - Non-critical	Hardware	317				
5	1 KVA Online UPS	Hardware	452				
6	IDS/IPS for 5 Years-Software	Software	473				
7	Installation, Implementation & Configuration for all locations & Support for 5 Years and Server Accessories	Services	473				
Sub Total							
GST @ 18%							
Total Amount							

Signature of the Bidder

2.A. BID SECURITY FORM

THIS CLAUSE IS DELETED.

2.B. PERMANENT BID SECURITY FORM

THIS CLAUSE IS DELETED.

2.C. AGREEMENT TO PERMANENT BID SECURITY

THIS CLAUSE IS DELETED.

3. CONTRACT FORM

This agreement, made the -----day of ----- Year -----
between

----- (Name and Address of Employer).

(Hereinafter called “the Employer”) and-----

----- [Name and Address of Contractor] (hereinafter
called “the Contractor” of the other part).

Whereas the Employer is desirous that the Contractor execute-----

-----)

Name and identification number of Contract] (hereinafter called “the Works”) and the
Employer has accepted the Bid by the Contractor for the execution and completion of
such Works and the remedying of any defects therein, at a cost of Rs.

NOW THIS AGREEMENT WITNESS as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy and defects therein conformity in all aspects with the provisions of the Contracts.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract price or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- i) Letter of Acceptance;
- ii) Notice to proceed with the works;
- iii) Contractor’s Bid;

- iv) Contract Data;
- v) Conditions of Contract;
- vi) Specifications;
- vii) Any other document listed in the Contract Data as forming part of the Contract.

In witness where of the parties there to have caused this Agreement to be executed the day and years first before written.

The Common Seal of -----

Was hereunto affixed in the presence of:

Signed, Sealed and delivered by the said-----

in the presence of:

Binding Signature of Employer -----
--

Binding Signature of Contractor -----
--

4. PERFORMANCE SECURITY FORM

To _____ (Name of the Purchaser)

Applicable to the State Bank of India and other Scheduled Banks approved in terms of the Government of India. Ministry of Finance, Office Memorandum No. F(27)-F-1/54 dated the 25th February, 1995 for guarantee without deposit of securities upto prescribed limit.

WHERE AS (Name of Supplier) (herein after called "the Supplier") has undertaken, in pursuance of contract No. dated..... to supply (Description of Materials/equipment and Services) (herein after called "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to 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

Signature and Seal of Guarantors

.....

Date

.....

Address :

.....

NOTE : 1) This will be executed on Rs. 100/- non-judicial stamp paper by a schedule Bank.

2) The firm shall also furnish Agreement to the Performance Bank guarantee for availing the payment.

5. MANUFACTURER'S AUTHORISATION FORM

No. dated

To

Dear Sir,

SPECIFICATION No.

We _____ who are established and reputable manufacturers of _____ (Name and 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 your 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 15 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 the manufacturer)

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.

6. PROFORMA FOR PERFORMANCE STATEMENT

Bid No. _____

Date of Opening _____

Time _____ Hours

Name of the Firm _____

Order placed by (full address of purchaser)	Order No. and Date	Description and quantity of ordered equipment	Date of completion of Delivery	
			As per contract	Actual

Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser)

Signature of the Bidder _____

FORM –IIIA**DETAILS TO BE FURNISHED BY THE MANUFACTURER**

1. Specification No.	:	
2. Name of the Material	:	
3. Bidder's vendor Registration No. for this item and Name of the bidder	:	
4. Quantity to be procured	:	
5. Last date and time for submission of Bid	:	
6. Date and time for opening of Bid	:	
7. State whether Bid guarantee is enclosed	:	Details
8. State whether the quotation is in single part/ Two part	:	
9. Whether willing to furnish performance B.G. @ 10% if order is placed	:	
10. Details of remittance of specification cost	:	Rs. DD No. Date
11. Whether a local SSI unit/Local unit	:	
12. whether APSPDCL delivery schedule is accepted or not	:	
13. Prices whether variable/Firm	:	
14. Whether any other tax/duty payable. If so give details and the same is included/ not included.	:	Attested copies of relevant documents must be enclosed in orders of details furnished.
15. State whether APSPDCL terms of payment are accepted.	:	Yes/No
16. Quantity offered for supply	:	
17. State whether 90 days validity offered	:	Yes/No
18. Whether sample is enclosed (if specified)	:	
19. Whether the material/equipment offered confirms to the relevant APSPDCL specification.	:	
20. Whether you have executed orders of the APSPDCL previously for these items. (please give details)	:	i) P.O. No. & Date (ii) Description of materials (iii) Qty. ordered (iv) Qty. supplied (v) Name of the utility. (vi) Remarks
21. Similar details in respect of supplies made to other utilities	:	i) P.O. No. & Date (ii) Description of materials (iii) Qty. ordered (iv) Qty. supplied (v) Name of the utility. (vi) Remarks
22. This clause is deleted.		
23. Whether sales tax clearance certificate enclosed	:	
24. Whether Income-tax clearance certificate enclosed.	:	
25. Details of annual financial turnover for last 5 years	:	
26. Details of annual financial turnover of more than 50 crores during preceding any 3 years period in last five years i.e. FY 2021-22, 2022-2023, 2023-24, 2024-25 and 2025-26 as per their audited accounts		From <u>Period</u> To Turnover

27. The details of supplies made in any consecutive 12 months during last five years which is equal to or more than 40% of the quoted quantity		Year wise details as per the proforma
28. Deviations if any	:	a) Commercial b) Technical

Signature of the bidder :

Date :

Seal of the firm :

SCHEDULE OF DEVIATION

a) TECHNICAL

Sl. No.	Requirements/ Equipments	Specification Clause No.	Deviations	Remarks

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

Place :

Signature of the Bidder :

Date :

Name :

Business address :

b) COMMERCIAL

Sl. No.	Requirements/ Equipments	Specification Clause No.	Deviations	Remarks

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

Place :

Signature of the Bidder :

Date :

Name :

Business address :

SCHEDULE 'A'

DEPARTURE FROM SPECIFICATION.

Sl. No.	Reference to clause No. of this specification	Departures

Signature of the bidder :

Date :

Seal of the firm :

SCHEDULE 'B'

**MANUFACTURER'S AND PLACES OF MANUFACTURE
TESTING & INSPECTION.**

Sl.No.	Description	Manufacturer	Place of manufacture	Place of testing and inspection

Signature of the bidder :

Date :

Seal of the firm :

SCHEDULE 'C'

**LIST OF SUPPLIES MADE SO FAR WITH FULL DETAILS OF GOODS SUPPLIED AND TO WHOM
SUPPLIED**

Sl.No.	Details of goods supplied	To whom supplied

SCHEDULE 'D'

Sl.No.	Equipment	Contents of Individual packages	Weight kg	Dimensions

SCHEDULE 'E'

Sl.No	.Item No.	Description.

SCHEDULE 'F'

PERFORMANCE STATEMENT

Sl. No.	Name and Address of authority who placed the order	Order No. and date	Name and description of the material	Quantity	Value	Name and address of consignee	Due date of delivery	Actual date of delivery	Dispatching particulars
1	2	3	4	5	6	7	8	9	10

Note : Attested copies of purchase orders shall be enclosed.

SIGNATURE OF THE TENDERER

SCHEDULE – G

PROFORMA FOR ELECITING INFORMATION AND APPRAISAL OF FIRM CAPABILITY AND CAPACITY TO MAUFACTURE ITEM (S) EQUIPMENT AS PER REQUIREMENT OF TENDER ENQUIRY

- 1)
 - a)
 - i) Name of the tendering Firm.
 - ii) Complete address of the officer.
 - iii) Telegraphic address.
 - iv) Telex number.
 - v) Fax number.
 - b)
 - i) Names of two responsible officers with designation (Managing Director / Partner / the Chief General Manager/Works Engineer etc.,)
 - ii) Day on which weekly holiday is observed.
 - a) Complete address of the works :
 - i) Telegraphic address
 - ii) Telephone Number (s)
 - iii) Telex number
 - iv) Fax number
 - v) Names of two responsible officers with designation (Managing Director / Partner / the Chief General Manager/ Works Engineer etc.,
 - vi) Day on which weekly holiday is observed.
 - d) Names, address and telephone numbers of the references having facilities of PT Tele phones.
 - a)
 - i) Name Tel.No.
 - ii) Address Tel.No.
 - b)
 - i) Name Tel.No.
 - ii) Address Tel.No.
- 2) Year of Establishment
- 3) Construction of the Firm :
 - a) Private on public limited
 - b) Registered under the companies Act on any other Act. Give Registration No.& Date.
- 4) Financial position (Area & Value)
 - a)
 - i) Land
 - ii) Building (Covered area & value)
 - iii) Plant and machinery
 - iv) Total drawing limit from banks
 - b) Annual financial turnover (duly audited for the last two years)
 - c) Latest income tax clearance certificate.
- 5) Manpower
 - a) Graduate Engineers.
 - b) Diploma Holders
 - c) Skilled workers
 - d) Unskilled workers
- 6) Production capacity per month of the item covered in your quotation and justification for assessment.
 - a) Details of plant machinery installed (places attach separate sheets, if necessary)

- b) Details of raw material required
 - c) Source of raw material
 - d) Stock in hand
 - e) In case any raw materials are required to be imported, indicate arrangement of raw procurement.
 - f) Quality controls exercised in procurement of materials.
- 7)
- a) Details of manufacturing process
 - b) Scheme of quality controls
- i) During manufacturing process
 - ii) At the finished stage
 - iii) Whether any record is being maintained in respect of quality controls exercised.
- 8) Details of orders executed/under execution during the last three years.
- a) State Electricity Board/State Govt./Govt. of India & their Institution under takings.
 - b) Other important customers.
- 9)
- a) Whether items offered conform to IS or any other internationally recognized standards, if so, give reference.
 - b) Whether the firm is licensed to use ISI mark or any other Govt. quality mark (copies of latest test certificates issued by Govt. laboratories/any recognized test house be attached).
- 10) Whether the firm has any ISO certificates (copy shall be enclosed)

Signature of the Authorized
Signatory of the firm

Seal of the firm

Note : 1. Please attach additional sheets, where required.
2. Copies of documents attached with the proforma should be attested by the firm's authorized representative with stamp mark of the firm.

SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LIMITED

TIRUPATI

VENDOR DEVELOPMENT CELL

Letter No. CGM/Proj/SPDCL/VR/ADE- /D.No. /26 , dt. - -

From
The Chief General Manager/Projects& IT,
Dr. No. 19-13-65/A,
Kesavayana Gunta,
APSPDCL
TIRUPATI – 517 501

To
M/s.

Dear Sir,

Sub : Registration – Registration of Vendors with APSPDCL for supply
of.....

Ref : Your letter No. dt.
.....

* * *

As requested in the reference cited, necessary application form for registration of vendors with SPDCL of A.P. Ltd., is herewith enclosed. The form may be duly filled in and sent to the Chief General Manager/Projects/SPDCL/ Tirupati within 30 days from the date of issue of this application .

Note : Please intimate the nearest railway station for the halt of express train and the distance from railway station to the factory or the bus route from the nearest railway station to the factory.

Yours faithfully

CHIEF GENERAL MANAGER /Projects& IT

Encl : Application form

INSTRUCTIONS

1. You are advised to read carefully the following instructions and also the application form completely before filling in the blanks.
2. The blanks in the application form should preferably be typed neatly against the space provided and where the space is found not sufficient, additional typed sheets may be attached giving reference to the item No. in the application.
3. The form should be signed by Proprietor/Managing Partner/Director (sitting) Commercial Manager only as the case may be who should have the authority to offer quotations and accept amendments etc., delegated by the organization management NO " For signature" are accepted.
4. Write your address in block letter along with your pin code No.
5. The bank account referred should be the same one through which the firm carries on majority of commercial transaction and may also be the bank through which the firm will have all business transactions with APSPDCL.
6. The name referred to in application shall have authority to carry on business transactions with APSPDCL and APSPDCL will not entertain correspondence relating to offers from any other person generally.
7. Please make sure the copies of certificates and documents specified in the application attested by competent authority as specified vide item (3) above are attached. This will help in quick processing of your application.
8. Incomplete or false information would render the vendor's application liable for rejection without assigning any reason.

SOUTHERN POWER DISTRIBUTION COMPANY OF A.P. LIMITED

TIRUPATI

FORM OF APPLICATION FOR ENLISTMENT AS APPROVED VENDOR

(MANUFACTURING UNIT)

Instructions contained on the overleaf of the APSPDCL letter for the guidance of the applying vendors should be read carefully before filling in this form.

1. Name of the Firm				
2. a) Name of the material for which registration is sought				
b) Period from which the factory is under production				
3. a) i) Works	Address	T el No.	T el/Fax	G rams
ii) Head Office				
iii) Branches				
D.D. No.	Date for Rs. Drawn on (Bank)			
b) Name and address of Proprietor/Partners Directors of the Firm/Company				
c) Name of the sitting Director of Managing Partner Telephone No.				

d) The person competent to enter into the contract or sign important communications/ Documents which will legally bind the vendor (Authority to be furnished)	
4. a) Is your firm incorporated under the company law?	
b) Is your firm registered under the Indian Partnership Act, 1932? If so, registration No. and date	
c) Is your factory registered under the Indian Factories Act, 1948? If so, Registration No. and Date	
5. Does your firm come under the scope of the industries Development and Regulations Act. 1951 and if so, give number and date of registration or license held under the Act.	
6. Please state the category of establishment (viz small scale, Medium Scale or Large Scale or Cottage industry and registered as such with the director of industries of the State. If registered with the Director of Industries, please state upto what period and for what material the registration has been done (please enclose a copy of registration certificate)	
7. Please confirm that the equipment/material for which registration is sought confirms to relevant ISS/ Boards specifications and drawings.	
8. Plant and equipment available for manufacture of material for which registration is sought. (Full details to be given)	
9. Skilled manpower i) Production ii) Design and Development iii) Inspection	
10 a) Licensed capacity b) Manufacturing capacity (installed)	
11. Last year's capacity utilization	
12. Production in the last three years (quantity and value year wise)	
13. Product range (list of important product)	

14. i) Testing and inspection facilities (Details to be furnished) please confirm that the facilities available are adequate to carry out the tests required under the relevant I.S.S.	
ii) Whether the products are tested to any standard specification. If so a, latest copy of test certificate any be enclosed.	
15. Indicate the major raw materials used and their sources. If obtained from Govt. are there any constraint?	
16. Name and address of your bankers stating the name in which the accounts stands	
17 a) Have you executed orders of the Discoms/AP TRANSCO previously for this item. If so please give full details about the execution of orders and pending orders if any.	
17. b) Similar details in respect of supply to other Electricity Boards may also be furnished	
18. Are you on the list of approved vendors of any other organizations like D.G.S. & D, Railways and other Electricity Boards ? If so give details	
19. a) Did you apply for registration with the AP TRANSCO/Discoms before under this or any other item? if so, give details	
b) Are you already doing business with this AP TRANSCO/Discoms under some other name? If so, under what name?	
20. List of certificates or documents attached to this application. (Please state whether attached or not)	
a) Power of attorney and copies there of	
b). Income Tax, Sales Tax, Turnover, Tax clearance certificate of applicant firm.	
c) A certificate copy of the partnership deed.	

d) Declaration authorizing Branch Managers to enter into contractual obligation	
e) Any other documents attached.	
21. Has the form been properly signed as required in para (3) of the instructions (State Yes or No)	
22. Are the owners/partners related to any employee of the AP TRANSCO/Discoms if so, provide full details. 23. Latest CC Charges Bill with SC No and connected load.	
24. Organization Chart 25. Factory Lay out 26. Income Tax/GST Registration and clearance certificate. 27. Ownership/Partnership/ Rental Deed	
28. Documents indicating power of attorney/Authorized Signatory – Memorandum & Articles of Association. 29. Quality Assurance Plan. 30. Latest financial status.	

SIGNATURE

Name

(in Capital Letters)

Designation

SECTION – VIII
GENERAL & ELIGIBILITY

1. The specification covers the design, manufacture, testing, delivery of the material as detailed in the schedule attached to the specification.

2. **ELIGIBILITY :**

Imp Note:- All the certificates/ documents enclosed to the tender shall be attested or notarized.

The tenderer who complies the following conditions need only quote.

- 2.1. In support of the above statement, attested copies of **both purchase order and performance certificates/Form-13/Work Completion certificate by consignee** from the purchasers should be enclosed .It may be noted that certificates/documents shall be attested by Gazetted officer or notarized. **If the above documents/certificates are not attested or notarized, the information given in the statement will be treated as not furnished.**

Important Note :

If the tenderer who do not comply any one of the conditions (or) do not furnish the information and the given information proved not correct their tender will be rejected and Bid Security will be forfeited.

The tenderer should also furnish reports on financial standing such as profit and loss statements, balance sheets, auditors report for past Five years and bankers certificates etc to prove their financial capability.

3. **Filling up of schedules:**

All the schedules should be duly filled in but not necessarily in the same sheets attached to the specification. Unless full details required in the schedules are furnished, offers will not be considered.

4. **Clearing of doubts**

If the bidders have any doubt about the meaning of any portion of this specification, he should at once obtain the required clarifications/ information in writing from the Chief General Manager/Projects & IT/SPDCL/TIRUPATI.

5. **BID SECURITY:**

Refer the clause in General and financial terms and conditions for supply of materials. Tenders with partial payment of BID SECURITY are summarily rejected

6. **DELIVERY:**

The supply & Delivery shall be completed within 150 days from the date of issue of LOA.

7. **GUARANTEE:**

The material should be guaranteed for satisfactory operation for a period of **"5 years Warranty & Support"** from the date of receipt of material at destination stores in good condition. If during the guarantee period the material while in its normal operation is found defective it shall be replaced or rectified by the supplier within 15 days free of cost.

SECTION - IX
AGREEMENT

PERFORMANCE BANK GUARANTEE

Whereas the Southern Power Distribution Company of A.P. Limited hereinafter called "The APSPDCL" has afforded a facility to persons whose tenders are accepted for the supply of materials for furnishing Performance guarantee Deposit to the extent of 10% of the value of orders on the supplies, in the shape Bank guarantee for the satisfactory fulfillment of the terms and conditions of purchase order to enable supplier to draw payment for 100% value of supplies as per APSPDCL terms and conditions. Whereas we (Co's Name and full address) hereinafter called the supplier intend to avail the said facility and do hereby furnish the fixed deposit of Rs. (Rupees only) in the shape of Bank guarantee of the (Bankers name and full address) issued byBank Ltd.

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

1. The Bank Guarantee furnished herewith shall be valid so as to cover performance guarantee period over and above 6 months from the date of expiry of guarantee period as per purchase order, subject to the condition that if required the Bank Guarantee should be got renewed by the supplier two months before its expiry to cover the 10% value of supplies made for which the performance guarantee period (or similar stipulation in the purchase order) has not expired on the date of expiry of the initial bank guarantee. If the bank guarantee is not renewed by the stipulated date as stated above, the APSPDCL reserves the right to operate on the subsisting bank guarantee to retain an amount equivalent to 10% of the value of supplies made for which the performance guarantee period has not expired.
2. So long as the Bank guarantee is in force, no separate deposit is required for drawing full payments for 100% value of supplies rendered for that particular order.
3. If there is any default on the part of the supplier from proper fulfillment of order the APSPDCL shall have the unilateral right to call upon the bank and /or supplier to forthwith pay to the APSPDCL a sum equivalent to the damages or loss sustained by the APSPDCL by reason of such default or defaults.
4. Where any such amounts have been claimed from and paid by the bank, the APSPDCL shall not be bound to permit any such supplier from nonpayment of deposit according to rules, in respect of the supplies unless the bank guarantee has been restored to the required level for enabling the supplier to draw the 100% value of supplies rendered.

Dated :
Place :

Name of the Company
With signature and stamp

Note : This should be furnished on Rs. 100/- Non-Judicial stamp paper by the Company.