Andhra Pradesh Central Power Distribution Corporation Limited

Corporate Office, Beside Govt. Polytechnic, ITI Road, Vijayawada-520008

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TENDER DOCUMENT

Name of work :1) Providing of Bulk push SMS gateway services for sending of SMS alerts with Discom logo to APCPDCL for a period of 2 Years
2)Providing of WhatsApp Business API for Notifications & 2- WayCommunications to APCPDCL for a period of 2 Years

Tender specification No: CPMPT- 09/2024-25

CHIEF GENERAL MANAGER, P&MM ,

Corporate office, Beside Govt PolyTechnic, ITI Road, Vijayawada - 520 008

Web site for download and submission of tender:- https://tender.apeprocurement.gov.in

Point of contact: -

GM/ IT&Reforms- 9490618834

Tender specification No: CPMPT-09/2024-25

Contents of Tender Schedules:

S. No	Description	Annexure/ Format	Page/ Numbers.
I	Notice Inviting Tender Details - Newspaper advertisement	Section-I	3
II	Notice Inviting Tender Details -Online version	Section-II	5
III	Scope of Work/Technical Specification	Section-III	8
IV	Qualification & Price Schedule	Section IV	12
V	Proforma of checklist for bidders	Section V	14
VI	Terms and conditions	Section VI	16
VII	Sample Forms	Section VII	34

NOTE:

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

2. The bidders shall check the website www.apeprocurement.gov.in & www.apcpdcl.in for amendments, if any, up to Three day prior to the date oftender opening. The amendments shall be binding on the bidders.

CHIEF GENERAL MANAGER/P&MM
APCPDCL,VIJAYAWADA

Andhra Pradesh Central Power Distribution Corporation Limited

Corporate Office, Beside Govt. Polytechnic, ITI Road, Vijayawada-520008

SECTION-I

"e-Procurement Notice"

Tenders are invited for (1) Providing of Bulk push SMS gateway services for sending of SMS alerts with Discom logo to APCPDCL for a period of 2 years
2)Providing of Whatsapp Business API for Notifications &
2- WayCommunications to APCPDCL for a period of 2 Years

Sl. No.	Name of the work	Specification No.	Date & time of downloading tender document	Closing Date & time for submission of bid
1.	Tenders are invited for 1) Providing of Bulk push SMS gateway services for sending of SMS alerts with Discom logo to APCPDCLfor a period of 2 Years 2)Providing of Whatsapp Business API for Notifications &2-way Communications to APCPDCL for a period of 2 years.	CPMPT- 09 /2024-25	10 .10.24 to 24.10.24 Upto 15:00Hrs.	24 .10.24 Upto 16:00 Hrs

For further details regarding detailed tender notification and specifications please visit **www.apeprocurement.gov.in** & https://www.apcpdcl.in/

GM/IT&Reforms:Phone: 9490618834

Chief General Manager/ P&MM
APCPDCL:VIJAYAWADA

Andhra Pradesh Central Power Distribution Corporation Limited

Corporate Office, Beside Govt. Polytechnic, ITI Road, Vijayawada-520008

REQUEST FOR PROPOSAL (RFP)

Tender specification No: CGM/ P&MM/APCPDCL/VJA/SMS/Bid No-09/2024-25

Name of the work: 1) Providing of Bulk push SMS gateway services for sending of SMS alerts with Discom logo to APCPDCLfor a period of 2 Years
2). Providing of Whatsapp Business API for Notifications &2-way Communications to APCPDCL for a period of 2 years.

1. Brief description of "the works" is as follows:

Sub-P&MMect No.	Name of the work	Period	Bid security Rs. Lakh
CPMPT-09/2024-25	1.Providing of Bulk push SMS gateway services for sending of SMS Alerts with Discom logo to APCPDCL for a period of 2Years 2.Providing of Whatsapp Business API for notifications &2-way Communications to APCPDCL for a period of 2years	2Years	Rs.4,00,000/-Lakhs

2. All the interested bidders may visit www.apeprocurement.gov.in or https://www.apcpdcl.in/ to view and download the tender documents free-of-cost from **10.10.24 from 11:00 Hrs to 24 .10.24 Upto 15:00 Hrs.**
3. Those who are interested to submit bids will have to register in the above mentioned site and also have to obtain Digital Certificates. The details and procedure for obtainingdigital certificate are mentioned in the website or contact the helpdesk of the site.

SECTION -II

ONLINE VERSION

Tender Notice No: **CPMPT- 09/2024-25**

Notice Inviting Tender Details		
S.No	Description	
1	Department Name	**Andhra Pradesh Central Power Distribution Corporation Limited**
2	Office	CHIEF GENERAL MANAGER, P&MM, Corporate office, Vidyut Nilayam, Beside Govt Polytechnic College Road, Vijayawada - 520 008
3	Tender Notice Number	Tender Notice No: **CPMPT- 09/2024-25**
4	Tender Subject	1.Providing of Bulk push SMS gateway services for sending of SMS alerts with Discom logo to APCPDCL for a period of 2 Years. 2).Providing of Whatsapp Business API for Notifications &2-way Communications to APCPDCL for a period of 2 years.
5	Delivery Schedule	Delivery of Service should commence within 15 days from the date of receipt of LOA/purchase order or as per APCPDCL schedule.
6	Tender Type	Open (Two Part)
7	Type of quotation	Item-wise Rates (The bidder has to quote as Item-wise rates in Financial bid duly signed)
8	Tender Category	Bulk push SMS gateway services/WhatsApp API
9	Vendor /Contract Registration	i. The Bidders should register as vendors/contractor with APCPDCL. Bids received from the registered vendor /contractor of APCPDCL or from the vendor/contractor who have submitted requited documents already for vendor Registration in CPDCL only will be considered. ii. The bidder has to specify whether the company Director / Directors have any relationship with APCPDCL or any other Discom employees (if yes give details). The firms will be blacklisted if any wrong declaration or hiding information is found at a later date. iii. The vendor/contractor registration of the firm shall be cancelled upon the firm being blacklisted by any power utility. The firm will have to apply for fresh registration on withdrawl / lifting of blacklisting.
10	Bid Security (INR)	**Rs. 4,00,000/-**
11	Bid Security Payable to	**Pay through E-Procurement ONLINE/Bank Gurantee**
12	Schedule Sale opening date	11:00Hrs on 10.10.24
13	Pre Bid Meeting (Online)	11:00Hrs on 16.10.24
14	Schedule Sale Closing Date	15:00Hrs on 24.10.24
15	Bid Submission Closing Date	16:00Hrs on 24.10.24
16	Bid submission	On Line.
17	Pre-Qualification&Technical Bid Opening Date	**18:00Hrs on 24.10.24**

18	Price Bid Opening Date	**On Or After 12:00Hrs on 26.10.24**
19	Place of Tender Opening	O/o Chief General Manager/P&MM/Corporate Office/ APCPDCL/ Vijayawada
21	Officer Inviting Bids/Contact Person	Chief General Manager / P&MM/ APCPDCL
22	Address/E-mail id	O/o Chief General Manager/P&MM APCPDCL., Corporate Office, Corporate Office, Beside Govt. Polytechnic, ITI Road, Vijayawada-520008 gmit-sap@apcpdcl.in
23.	Contact Telephone, Fax	TEL: 9490618834
24	Eligibility Criteria	As mentioned in Section VI of tender document
25	Procedure for Bid Submission	1. Bids shall be submitted online on http://www.apeprocurement.gov.in/ platform 2. The participating bidders in the tender should register free of cost on e-procurement platform in the website http://www.apeprocurement.gov.in/ . 3. Bidders can log-on to e-procurement platform insecure mode only by signing on the Digital certificates. 4. 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. 5. The bidders should scan and upload the following documents in support of technical bids. The bidders shall sign on all the statements, documents certificates uploaded by him, owning responsibility for their correctness/authenticity: a. Bid Security should be furnished. (i) ONLINE Payment/ BG (ii) If exempted give details of Bid SecurityExemption in case of Govt. firms. b. Firm registration/Certificate of Incorporation c. Copy of PAN Card, Aadhar card, GST Certificate d. Copies of the valid ISO 9001 certificate e. Financial Turnover certified by CA for last 5 years f. Duly filled and signed format A g. Proof of executing similar works h. Performance Certificates issued by User/Client
		6. The rates of taxes applicable should be quoted online only
		7. After uploading the documents, the copies of the uploaded statement, certificates, documents, original Payment Receipts in respect of Processing fee and Bid Security (except the Price bid / offer / break-up of taxes) are to be

		furnished by the bidder 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. 8. The department will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents. 9. The Documents that are uploaded online on e-procurement site will only be considered for Technical Bid evaluation. 10. Important Notice to Contractors, Suppliers and Department users. 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.
26	Bid Security (INR)	Bidder shall furnish bid security amount of 2% of the total Ex-Works of quoted value against the bid by way of Online payments Or Bank Guarantee
27	Bid Security Payable to	Online payments through AP e-procurement or Bank Guarantee (BG Form
28	Transaction Fee	Transaction fee: All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores and Rs.25000/- if the purchase value is above Rs.50 crores & service tax applicable @ 12.36% as levied by Govt. of India on transaction fee through online in favour of M/s. APTS Vijayawada The amount payable at Vijayawada is non-refundable. Corpus Fund: Successful bidder has to pay an amount of 0.04% on quoted value through demand draft in favour of Managing Director, APTS, Vijayawada towards corpus fund at the time of concluding agreement.
29	Transaction Fee Payable to	APTS Vijayawada
30	Rights reserved with the Department	APCPDCL reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore. The APCPDCL also reserves the right to split thetender and place orders on more than one supplier at its discretion if it necessary.
31	General Terms and Conditions	As per tender documents.

SECTION –III
SCOPE OF WORK

Scope of work involves (1) Providing of Bulk push SMS gateway services forsending of SMS alerts with Discom logo to APCPDCL for a period of 2 Years

2). Providing of Whatsapp Business API for Notifications &2-way Communications to APCPDCL for a period of 2 years.

BULK PUSH SMS

1. Specification for Bulk push SMS gateway covers supply of SMS gateway APIcode (Should have Standard Response codes for HTTP API, facility to submit messages on SMPP); Should integrate with APCPDCL's web applications for deliveryof messages with Discom logo.
2. For SMS in Regional language i.e Telugu, should provide Unicode conversion in API.
3. Configuration of Admin panel for viewing reports and also for placing complaints to support team.
4. Bills will be paid based on No. of SMS's delivered in the report shown in the Admin panel and also verification from our web application/database log.
5. If required Push/Pull messaging facility shall be extendable.
6. All SMS messages are to be delivered to the mobile subscriber within 30 to 60 seconds (depending on criticality of the application) of receipt of the message at COMPANY's server with acknowledgement for delivery of each SMS message.
7. COMPANY Should submit flat file on daily/week/quarterly/semi-annual/annually basis containing SMS generated for each customer
8. The COMPANY should deliver messages to subscribers of all service providers like BSNL, Jio, Airtel, Idea etc. and other mobile service providers.
9. COMPANY must be able to provide confirmation of message delivery.
10. COMPANY should have a 24 x 7 support office to provide support.
11. The SMS gateway shall send and receive SMS messages with Discom logo to/from the software applications of Discom it/from various officers/consumers in Discom for various events occurred in APCPDCL system, some of which are mentioned below.

    a) **To intimate the monthly demand to be paid by the Consumer**
    b) **To CC Bill reminder to the consumer to pay within due date/Disconnection Date.**
    c) **To acknowledge the receipt of payment of CC charges in case of online payments.**
    d) **To send HR messages to all employees in Salary/certain special activities.**
    e) **To send new services registrations and releasing/Change Connection related alert to the Consumers.**
    f) **To send attend consumer complaints by CCC/IMS/LMC Wing/status updating to Server**
    g) **Separate OTP Service Configuration is required to speedy delivery of OTP**
    h) **To send the messages to all contractors/suppliers regarding the payments and other important information.**
    i) **As per requirement, All Templates will be Registered and Approved by DLT(Airtel)**
    j) Any other types of SMSs as may be required other than not mentioned above shall be able to sent through the SMS gateway services provided by the APCPDCL

WhatsApp Business API

1. Specification for WhatsApp Business API covers providing WhatsApp Business Account Registration and configuration to APCPDCL,
2. Application Setup and WhatsApp Sender Registration with APCPDCL Logo and Name, providing Highly Structured Message (HSM) Registration.
3. Configure 2-way communication channels
4. Provide API for WhatsApp Push notifications (text and rich media)
5. Providing default auto-response configuration for the consumer Opt-In messages,
6. Configure for sending the pdf documents or images to the consumers, should be compatiblefor sending the multi-language (English, Telugu, Hindi) text messages,
7. Provide aconsole to send WhatsApp notification/messages
8. Provide APIs to receive messages sent by users through WhatsApp
9. Admin control panel to be configured for daily/monthly review of reports, should be configurable as a Chatbot for FAQs.

TECHNICAL SPECIFICATION OF SMS GATEWAY

Features of Bulk Push SMS gateway:

1. Instant Delivery of messages with Discom logo
2. More than 98% delivery i.e. APCPDCL intends for Delivery based SMS. More than 98% delivery shall be ensured, and payment is made only for delivered messages as per delivery report.
3. No Daily SMS limit. The total volume for 2 years is 2400 lakhs. There shall be no daily or monthly SMS limit.
4. Admin control panel to be configured for daily/monthly review of reports (template wise).

- The messaging platform must offer following categories of SMS services.

  - Broadcast: This category of service must allow to send informational messages to all the customers.
  - Schedule: This category of service must allow to send the message to its customers on a pre-defined schedule basis.
  - Events: This category of services must allow SMS to be automatically sent to the customers when a certain event happens.
  - Interactive services: This category of services provides interactivity to the customer, who can through SMS make any enquiry and get the answers in real time.

    - Bulk SMS must support comprehensive range of application interfaces like Web/simple interface, http interface.
    - Bulk SMS must support both instant mode and scheduled mode.
    - The massaging platform must support defining multiple SMS to be pushed for categories of users.
    - The messaging platform must support web-based interface to see the reports.

    Following
    Criteria may be used to generate the report:

      - Dash Board is Required to Monitor the SMS status template wise
      - Specific Time Period Report
      - Summary report (count for the selective time period)
      - Detailed report.
      - Success / failure wise report.

TECHNICAL SPECIFICATION OF WHATSAPP BUSINESS API

Features of WHATSAPP BUSINESS API:

1. Instant Delivery of messages
2. Payment is made only for delivered messages as per delivery report.
3. No Daily limit and total volume for 2 years as mentioned in tender document.
4. Admin control panel to be configured for daily review of reports.
5. Bidder shall provide free of cost WhatsApp message services for at least a period of 24 hrs, if the user initiates the request and responds to be made to the user through WhatsApp messages/notifications.

Important:

It is the responsibility of the Contractor to strictly abide by directions/ advice/ guidelines and best practices issued by CERT-In & other Government agencies from time to time on Cyber Security & information security.

SECTION – IV

QUALIFICATION REQUIREMENTS

1. The bidder must be a registered corporate in India registered under the Companies Act 1956 or a Government Organization and should be in existence for a minimum of 3 Years. Firm registration/Certificate of Incorporation may be furnished for proof of support.
2. The bidder should an ISO 9001 certified Company.
3. The bidder should be a reputed SERVICE PROVIDER of BULK SMS GATEWAY and must have provided similar services in last 3 years and proof of the same should be enclosed.
4. The bidder's financial turnover during any one year of last five years should have been equal or more than 2 Crores. Liquid assets and credit facility of not less than 50 Lakhs value required (credit/letter of credit, solvency certificate from bank etc.)
5. Bidder should have executed at least two similar Projects (SMS Gateway/WhatsApp) with minimum value of project being 1 Crore and should submit documentary evidence tothis effect in the form of satisfactory completion of services from reputed clients including PSUs.
6. The service provider shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the Information System. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies which the Bidder proposes to utilize in the execution of the Contract or Contracts. The bidder should attach the detailed Technical solution/Schema for Push SMS projects along with relevant schematic diagrams for evaluation.
7. The SERVICE PROVIDER must have a call centre facility to monitor support to the purchaser.
8. Bidder shall have to quote full quantity. Offers less than the full quantity are liable for rejection.
9. The Bidder is required to unconditionally accept the "Integrity Pact" enclosed to the tender document and shall submit the same duly signed along with their bid. Bids received without integrity pact duly signed, shall not be considered.
10. The bidder/consortium member should give a declaration that the bidder/consortium member has not been debarred/blacklisted from last three years by any central or state Govt/Quasi Govt Departments or organizations for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices as per format given in Annexure-10
11. Bid Security (EMD) for an amount of **Rs.4,00,000/-** shall be paid ONLINE only.

PRICE SCHEDULE

PRICE SCHEDULE

Commercial Template (Bill of Quantities)				
FINANCIAL BID (to be up loaded on line only)				
Tender Notice No: CPMPT- 09/2024-25				
Name of the Work : (1) Providing of Bulk push SMS gateway services for sending of SMS alerts (2) Providing of Whatsapp Business API for Notifications & 2 WayCommunications to APCPDCL for a period of 2 Years				
S. No	**DESCRIPTION OF WORK**	**Qty**	**Price per SMS/Whatsapp MSG Quoted**	**Total**
1	Supply of SMS gateway Service for 2 years, API code; integration with APCPDCL's servers and web applications for delivery of messages with DISCOM Logo; configuration of Admin panel for viewing reports and also for placing complaints to support team. AS PER TENDER DOCUMENT including all excluding GST. (Rs.Ps)	**2400 Lakhs**		
2	Providing of Whatsapp Business API for Whatsapp Session messaging - Customer Opt-in Messages shall be able to share text messages, pdf documents, Images & rich media	**32 Lakhs**		
2	Providing of Whatsapp Business API for Whatsapp Notification Messaging - Message Initiated by API, templated messages	**32 Lakhs**		
			GST (%)	
			GRAND TOTAL (Rs.Ps)	

Rupees and Paise (in words) .....

Note:

1. The above Cost is inclusive of all taxes, duties, insurance, transportation, design, installation, commissioning testing, go live and Post Go live support during the tender period.

2. The bidder should upload additional PDF file on-line for the detailed item-wise, work-wise break-up along with applicable taxes & duties with the price bid. However, the bids will be evaluated on the basis of consolidated price bid as above.

(DO NOT SUBMIT FINANCIAL BID IN PHYSICAL FORM, TO BE UP LOADED ON LINE ONLY)

(Signature of bidder)

Date

Name :__

SECTION V
Proforma of Checklist for Bidders

Format-A
(TO BE FILLED UP BY THE TENDERER)

Tender Notice No : CPMPT- 09 /2024-25

1. Specification No.	
2. Name of the Service	
3. Bidder's vendor Registration No. for this item	
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 Security is enclosed or Permanent Bid Security available	
8. State whether the quotation is in single part/ Two part	
9. State whether full quantity is quoted	
10. Whether willing to furnish performance B.G.@ 10% if order is placed	
11. Details of payment of Bid Security	
12. Whether a local SSI Unit/ Local Unit	
13. Whether acceptance of APCPDCL delivery schedule. If not, propose Delivery Schedule is to be indicated.	
14. Prices whether Variable / Firm	
15. Whether any other tax / duty payable. If so give details and the same is included / not included.	
16. State whether APCPDCL terms of payment are accepted.	
17. Quantity offered for supply	
18. State whether 90 days validity offered	
19. TIN and PAN No.	
20. Whether the service / equipment offered conforms to the relevant APCPDCL Specification	
21. Whether bidder has executed orders of the APCPDCL previously for these items. (Please give details)	
22. Similar details in respect of supplies made to other Utilities	
23. Whether Bid Security exemption letter enclosed, if exempted required.	
24. Whether sales tax clearance certificate enclosed	
25. Whether Income tax clearance certificate enclosed	
26. Whether warranty clause is accepted	
27. Whether Penalty for delayed delivery as per clause 60 of the general items accepted.	
28. Scanned, uploaded and attached all the specified documents as per Notice inviting tender details (online version)	YES/NO
29. Whether APCPDCL terms and conditions of procurement & Payment is accepted or not	

Format-B: RTGS

Payment for the services supplied will be made by "Real Time Gross Settlement" duly furnishing Bank account details as per the format given below on non- judicial stamp paperof worth Rs. 100/- to Chief General Manager (Finance) for arranging payment throughRTGS.

To
The Chief General Manager (Finance),Corporate
Office, APCPDCL., Vijayawada.

Bank details & undertaking for payment Through RTGS

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

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

Stamp & Authorized Signature of the Supplier / Contractor"No

payment will be made to the suppliers by way of cash and cheque and all payments will be credited to their respective bank accounts only."

If the above details are already furnished against earlier Purchase Orders there isno necessity to furnish the said details again except in case of change in account nos. only.

Section: VI - TERMS AND CONDITIONS

SALIENT FEATURES OF THE BID

Tender Notice No: CPMPT- 09 /2024-25

Name of the Service: 1) Bulk push SMS gateway services with Discom logo/

2) Whatsapp Business API

Officer to whom the bid will be addressed: The **CHIEF GENERAL MANAGER, P&MM ,**
Corporate office, Beside Govt PolyTechnic,
ITI Road, Vijayawada - 520 008

Superscription on the bid cover and the outer envelope

a. Registration No. of the vendor
b. Specification No.
c. Due date and time for submission
d. Date and time of opening
e. Payment of bid security

for Rs._ i. If paid give details: DD No. Dt.

f. Whether 120 days validity offered .....(yes/no).
g. Whether bid is made accepting payment terms Clause....(yes/no).
h. Whether delivery is as per delivery schedule indicated....(yes/no)
i. Whether the sample (if specified)has been enclosed/sent...(yes/no)

Content of Bidding Documents:

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

a. Notice Inviting Bids.
b. Salient feature of the contract.
c. Standard General terms and conditions of contract.
d. Standard Technical specification and drawings wherever necessary.
e. Qualification Requirements.
f. Schedule of requirements (delivery Schedule)

SAMPLE FORMS.

g. Bid Form and Price Schedules
h. Bid Security Form
    i. Contract Form
    ii. Performance Security form
i. Manufacturers' Authorization form
j. Performance Statement
k. Details to be furnished by the Manufacturer
l. 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 Condition of Contract
ii. Technical

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

Table of Clauses

A. Introduction

1. Definitions
2. Applicability
3. (a) Standards
3. (b) Interchangeability
4. Scope of Work
5. Eligible Bidders

B. The Bidding Documents

6. Contents of Bidding Document
7. ***Pre Bid meeting / 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 Condition
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 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 Tests
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 Exchanges

A. Introduction

1. Definitions

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

(a) "The Contract" means the agreement entered into 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 therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Service / equipment" means all of the equipment, machinery, and/or other service which the Supplier is required to supply to the Purchaser under the Contract.

(d) "The Services" means those services ancillary to the supply of the Service / 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 Service / equipment.

(g) Vendor is a supplier who has registered with the purchaser for supply of service/equipment.

(h) "The Supplier" means the firm supplying the Service / equipment and Services under this Contract.

(i) "Day" means calendar day.

2. Applicability

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

3. Standards

a. Standards: The Service / equipment supplied under this Contract will conform to the Standards mentioned in the Technical specifications.

b. Interchangeability : Not Applicable

4. Scope of Work:

This specification covers supply of SMS gateway /WhatsApp API code (Should have Standard Response codes for HTTP API, facility to submit messages on SMPP); Should integrate with APCPDCL's web applications for delivery of messages. For SMS in Regional language i.e Telugu, should provide Unicode conversion in API. Configuration of Admin panel for viewing reports and also for placing complaints tosupport team. Bills will be paid based on No. of SMS's delivered in the report shown in the Admin panel and also verification from our web application/database log. If required Push/Pull messaging facility shall be extendable.

5. Eligible Bidders:

Vendors who have registered/ willing to register themselves with APCPDCL for supply of the Services / equipment specified in Bid specification and meeting the qualification requirements described at section V 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:

The Service / 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 Specifications
6. Qualification Requirements
7. Bid Form and Price Schedules
8. Bid Security
9. Performance Security Form
10. Schedule of Deviations

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

Clarification of Bidding Documents: A prospective Bidder requiring any clarificationof the bidding documents may notify the Purchaser in writing or by cable (hereinafter,the term cable is deemed to include telex and facsimile) 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 as specified date in schedule.

8. Amendment to Bidding Documents:

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.

In order to allow prospective Bidders reasonable time in which to take the amendment

in to 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.

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:

As specified in Bid document & e-procurement tender site

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

i. Bid Security in accordance with Clause No.19.
ii. A Bid Form and Price Schedule (only for online submission) completed in accordance with Clause No.12 and 13.
iii. Documentary evidence establishing in accordance with Clause No.18 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
iv. 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
v. Tax clearance certificate
vi. Schedule of Deviations
    (a) Commercial
    (b) Technical

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

12. Bid Form:

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

13. Bid Prices:

a. The prices quoted will be firm Bids will be called for with prices FADS inclusive of E.D, ST and other legally permissible duties and levies wherever applicable.

b. Even though composite price is given the break-up for all the duties, taxes, freight, insurance, packing and forwarding etc., will be furnished.

c. It is the responsibility of the Bidder to inform himself of the correct rates of duties and taxes leviable on the service at the time of bidding.

d. The Bidder will indicate on the appropriate Price Schedule the unit prices (whereapplicable) and total bid price of the Service / equipment proposed to supply under the contract.

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

f. The price of the Service / equipment quoted EXWORKS and all excise and other duties and sales and other taxes payable on the finished Service / equipment with individual breakup for Taxes and Duties, packing and forwarding, freight and insurance etc.

14. Variable prices & price variation basis: Not Applicable

15. Taxes and Duties

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 Excise Duty, Sales Tax 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. Entry tax should also included by the firm which are situated outside Andhra Pradesh.

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 APCPDCL 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 APCPDCLwill 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. Quantity to quote:

Bidder should have to quote full quantity indicated in the bid Specification. Offers less than the full quantity are liable for rejection.

19. 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 Bidder's qualifications to perform the contract if 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 listed in Section VI. Inaddition the Bidder may furnish full particulars regarding providing of SMS gateway/WhatsApp API in question made so far to APCPDCL during the last 5 years and other reputed utilities.

Documents Establishing Service / equipment Conformity to Bidding documents:

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

The documentary evidence of conformity of the Service / 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 Service / equipment;

(b) 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 Service / equipment following commencement of the use of the Service / equipment by the Purchaser; and

(d) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Service / equipment and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to above, the Bidder will note that standards for 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.

20. Bid Security

i. The Bidder will furnish, as part of its bid, a Bid Security an amount of Rs.4,00,000/-. This amount should be paid though electronically Online by utilizing thePayment Gateway Service on e-Procurement platform/ Bank Guarantee.

ii. Payment of BID SECURITY will be waived at the discretion of the APCPDCL in the case of fully owned Government undertaking of the Central or State Government. Such undertakings should immediately apply and obtain exemption beforesubmitting their Bids. They need only refer to the details of such exemption in their Bids. Exemption accorded by any organization other than APCPDCL will not be considered. Requests for exemption from payment of BID SECURITY will not be entertained inany other cases.

iii. Any bid not secured as above will be rejected by the Purchaser.

Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible.

iv. The successful Bidder's Bid Security will be discharged upon the Bidder signing thecontract.

vi. The Bid Security may be forfeited:

(a) if a Bidder:

i. Withdraws its bid or alters its prices during the period of bid validity Specified by the Bidder on the Bid Form, or

ii. Does not accept the correction of errors pursuant to Clause No.30.2; or

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

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

i. To sign the contract in accordance with Clause No.38.

ii. To furnish performance security in accordance with Clause No.39.

21. Period of Validity of Bids.

a. Bids will remain valid for the period of (120) days from the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period will be rejected.

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

c. 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 BidSecurity.

22. Tax Clearance Certificates:

Copies of applicable Income Tax, Sales Tax and Turnover Tax certificates for the latest period from the appropriate authority will invariably be enclosed to the bid. In the case of proprietary or partnership firm it will be necessary to produce the certificate / certificates for the proprietor or proprietors and for each of the partners as the case may be. If the Bidder has already produced the certificate

during the calendar year in which the bid is made, it will be sufficient, if particulars are given.

23. Service Conditions: Not Applicable

24. Format and Signing of Bid.

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

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

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

D. Award of Contract.

26. Post Qualification

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.

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.

27. Award Criteria:

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

28. Purchaser's Right to Vary Quantities at Time of Award

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

The purchaser reserves the right to vary the ordered quantity by +/- 25% during the execution of the contract.

29. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

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.

30. Notification of Award

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.

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

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.

31. Signing of Contract:

The Purchaser notifies the successful Bidder that its bid has been accepted.

Within 15 (fifteen days) of receipt of notification of award of Contract, the successful Bidder will sign and date the contract. Failure to comply with thisstipulation will entail cancellation of the contract besides forfeiture of the bidsecurity.

32. Performance Security:

32.1.1 Within fifteen (15) days of receipt of the notification of contract award the successful bidder shall furnish 10% of contract value towards performance security which includes 5% delivery performance.

32.1.2 In case there are delivery delays, from the available amount up to 5% shall be recovered for not adhering to the scheduled deliveries as per the purchase order obligations and the supplier should recoup the amount so deducted by DD or BG again up to extent of 10% till warranty period is applicable as part of performance guarantee.

32.1.3 **T**he Bank Guarantee is to be taken from **Nationalized/ Scheduled Bank** covering a period of 6 months over and above the period of contract and with a claim period of 28 days beyond.

32.1.4 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.

The performance security will be…

(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 in favour of the Purchaser drawn on any scheduled bank.

The performance security will be discharged by the Purchaser and returned to the supplier not later than sixty (60) days after the expiry date.

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

33. 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 determinant 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 any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

34. Use of Contract Documents and Information:

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.

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

Any document, other than the Contract itself, will remain the property of the Purchaser and will be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

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.

35. Patent Rights

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 Service / equipment or any part thereof.

36. Places / Locations:

Particulars of site location and nearest rail heads to which the equipment's / material have to be supplied will be given to successful Bidders.

37. Delivery:

Configuration/Integration period will be reckoned from the date of receipt of LAO/contract. The delivery quoted will be firm, definite, unconditional and on the basis of receipt ofservice at destination in good condition without any bearing on the procurement of Service/raw materials or any similar prerequisites. The commencement date and date of Configuration will be indicted. The preferred Configuration/Integration time, which is the essence ofthis specification, is indicated in the schedule. Final deliveries are however, subject to confirmation at the time of Contract. The Configuration/Integration period, which will be reckonedfrom the date of the Contract, will be guaranteed under penalty as in Clause 60.

38. TESTING

(i) The AP**CPDCL** may test the software provided if it feels necessary before integration.

(ii) The acceptance of API CODE / SOFTWARE 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 CODE/SOFTWARE is later found to be defective.

(iii) Should API CODE / SOFTWARE fail to conform to the specification, the Purchaser may reject CODE/SOFTWARE and supplier will either replace the rejected CODE/SOFTWARE or make alterations necessary to meet specifications requirements free of costs to the Purchaser.

39. Name Plate: Not Applicable

40. Packing: Not Applicable

41. Delivery Documents: Not Applicable

42. Insurance: Not Applicable

43. Transportation: Not Applicable

44. Incidental Services: Not Applicable

45. Spare Parts: Not Applicable

46. Warranty

a) The Supplier/ Service Provider will warrant for the satisfactory functioning of theSMS GATEWAY/WhatsApp API as per specification for the entire period of contract.

b) The Supplier/Service provider warrants that the CODE SUPPLIED FOR API is as required by the Purchaser's specifications.

c) The Supplier / Service provider shall warrant INSTANT DELIVERY with DISCOM logo OF ALERTS.

d) Unless otherwise specified the warranty period will be FOR ENTIRE PERIOD OF SERVICE from the date of acceptance of API CODE.

e) The Supplier will, in addition, comply with the performance guarantees specified under the contract.

f) 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 Service / 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.

g) The Purchaser will promptly notify the supplier in writing of any claims arising under this warranty.

h) Upon receipt of such notice, the Supplier will within 7 days resolve the issue, free of cost.

i) If the Supplier, having been notified, fails to resolve the issue 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 mayhave against the Supplier under the Contract.

47. Payment

a) The COMPANY shall submit their invoice towards the charges for the work in four quarterly installments after the end of each quarter. The payment for the same shall be subject to recoveries, if any. The invoice should be raised for no.of destination delivered SMS messages only. The **(Accounts officer/CPR) PAY OFFICER** of APCPDCL ,Vijayawada will pay the invoice amount to the COMPANY.

b) The payment mentioned above is subject to on submission of performance security as per Clause 39 by the supplier.

c) Payment will not be released for failed messages and for duplicate delivery of messages.

d) The performance guarantee to be executed in accordance with this specificationwill be furnished on a stamp paper of value Rs.100/-. The Bank Guarantee will be extended if required suitably in accordance with the provisions of Clause No.39.

48. Prices

Prices charged by the Service provider / Supplier for the Services performed / SMS/WhatsApp API delivered under the Contract will not vary from the prices quoted by thesupplier in its bid, with the exception of any price adjustment authorized in the contract.

49. Change Orders

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

(a) Quantity of SMS messages;

(b) Period of SMS messages consumption/ WhatsApp messages consumption; and/or

(c) The Services to be provided by the Supplier.

50. Contract Amendments

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

51. Assignment

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

52. Delays in Supplier's Performance

a) Delivery of the SMS alerts/WhatsApp alerts will be made by the Supplier in accordance with the timeschedule prescribed by the Purchaser in the Schedule of Requirements.

b) If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the **SMS alerts messages/WhatsApp messages**, the Supplier will promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s).

c) As soon as practicable after receipt of the Supplier's notice, the Purchaser will evaluate the situation and may at its discretion to levy penalties if the delivery rate of SMS is less than 98% for the month.

d) Except as provided under force majeure clause a delay by the Supplier in the performance of its delivery obligations will render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

53. Penalty for delay in 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 fails to deliver any or all of the SMS alerts messages with Discom logo/WhatsApp API or to perform the Services within the period(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 penalty amount as arrived in clause

60.2 Non-Performance Penalties:

SMS messaging with Discom logo/WhatsApp API **:** In the event that the vendor fails to achieve the agreed objective interms of the Delivery rate of equal or more than 98%,

(a)penalty by way of deduction from the monthly charges payable to the Vendor for Operation and Maintenance, shall be imposed.

(b)If the % Delivery rate per month is below 98%, there shall be a deduction equal to twice the amount calculated for the shortage of required % beyond the requiredrate of 98%.

(c)The amount corresponding to the % shortage shall be calculated on pro-rata basis from the total monthly payable amount.

For example, suppose the % DELIVERY is 97.5% and Monthly payable amount is Rs.1000.

(d) % shortage beyond the required rate of 98% = 98% - 97.5% = 0.5% Pro-rata amountfor 0.5% shortage = (1000*0.5)/100= Rs.5

Amount deductible from monthly payment for not meeting required % of delivery = 2*5 = Rs.10.

(e) Total penalty in a month shall not be more than 10% of the total monthly payableamount. Total cumulative penalty shall not be more than 5% of the total agreementamount.

(e) However, if the % Delivery is below 94.5%, appropriate action may be considered in accordance with the clause "Termination" of the contract agreement. The penalty specified above will be levied and would be adjusted against subsequentpending bills.

(f) In cases where new vendors fail to meet the requirement of the Contract there would be no penalty to such vendors but they will be excluded from the next bid forthe particular item of the material.

(g) Any failure on the part of new vendors for a second time would cause them to beremoved from the list of registered vendors.

54. Termination for Default

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 SMS Gateway Services/WhatsApp API 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 incorrupt or fraudulent practices in competing for or in executing the Contract.

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 Services. However, the Supplier will continue performance of the Contract to the extent not terminated.

55. Termination for Insolvency

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.

56. Termination for Convenience

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.

57. Force Majeure

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 Contact is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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 majeure.

58. Settlement of Disputes

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.
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 mattermay be commenced unless such notice is given.
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 Service / equipment under the Contract.
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 acts as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon aconsensus 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 appointedby 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).

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.

59. Jurisdiction

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

60. Notices

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.

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

61. Foreign Exchange

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

62. Data ownership : APCPDCL

63. Confidentiality

The Bidder shall keep the data of the Clients strictly confidential, otherwise there maybe financial and legal implications as per the Prevalent law of Centre / State.

SECTION-VII - STANDARD FORMS

SAMPLE FORMS

Bidders are advised to note the contents of the following Sample forms which form the part of the Bidding Document

Sample Form	Description
ANNEXURE-1	BID FORM
ANNEXURE-2	QUALIFICATIONS INFORMATION
ANNEXURE-3	LETTER OF ACCEPTANCE
ANNEXURE-4	AGREEMENT FORM
ANNEXURE-5	BID SECURITY
ANNEXURE-6	PERFORMANCE BANK GUARANTEE
ANNEXURE-7	PRE-CONTRACT INTEGRITY PACT
ANNEXURE-8	Undertaking to be given by the Company/ Partnership Firm/ Contractor along with the Tender
ANNEXURE-9	List of Relatives
ANNEXURE-10	Declaration regarding clean track record
ANNEXURE-11	Deviation Schedule

ANNEXURE-1

BID FORM

Description of the Work:

Bid Document No: CTMPT- 09/2024-25

To:
The Chief General Manager,
P&MM, APCPDCL,
Corporate office,
Beside Govt Polytechnic,ITI Road
Vijayawada -520008.
A.P. India.

.

Dear Sir,

We offer to execute the works described above in accordance with the Conditions of contract accompanying this Bid.

The Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

Commission or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and tocontract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
.....	.....	.....
.....	.....	.....
.....	.....	.....(if

none, state "none")_____

We hereby confirm that this Bid complies with the Bid Validity and Bid Security required by the Bidding documents.

We attach herewith our current income-tax clearance certificate.Yours

faithfully,

Authorized Signature:

Name & Title of Signatory:_____
Name of Bidder: _____
Address:_____

ANNEXURE-2
QUALIFICATION INFORMATION
(FOR SUBMISSION IN TECHNICAL BID)

The information to be filled in by the Bidder in the Following pages will be used for purposes of post-qualification.

1. For Individual Bidders

Constitution of legal status of Bidder
(Attach Copy)

Place of Registration:
Principal place of business:
Power of Attorney of Signatory of Bid
(Attach)

Total value of work performed in the last Five years preceding the last date of submission of bids

(in Rs. Lakhs)

Year **Amount**

Work performed as prime contractor (in the same name) on works of a similar nature over the last Five years preceding the last date of submission of bids.

Project Name	Name of Employer	Description of work	Contract No.	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks Explaining reasons for delay and work completed

Information on Bid Capacity (works for which bids have been submitted and works whichare yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs.Lakhs)	Stipulated period of completion (Rs.lakhs)	Value of works * to be completed	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which bids already submitted:

Description of work	Place & State	Estimated value of	Stipulated period of	Date when decision is	Remarks if any

		works (Rs.lakhs)	completion	completed	expected
(1)	(2)	(3)	(4)	(5)	(6)

*Enclose certificate (s) in proof.

Qualifications and experience of key personnel proposed for administration and execution of the contract. Attach biographical data.

Position	Name	Qualifications	Years of Experience in Similar work now called for	Years of experience in the proposed position

Financial reports for the last five years: balance sheets, profit and loss statements, auditors report (in case of companies / corporation) etc. List them below and attach copies.

Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

Name, address and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

Information on litigation history in which the Bidder is involved.

Party(ies) Employer	Cause of dispute	Amount involved	Remarks Showing present status

Statement of compliance under the requirements of Proposed work method and schedule.

-

The Bidder should attach descriptions and charts as necessary to comply with the requirements of the Bidding documents.

2. Additional Requirements

Bidders should provide any additional information required, if applicable.

Signature of the Bidder

ANNEXURE-3
LETTER OF ACCEPTANCE

_____(date)

To:

_____ (name and address of the Contractor)

_____

_____

Dear Sirs:

This is to notify you that your Bid dated _____ for the work of _____

[Name of the contract and identification number, as given in Instruction to Bidder] for the Contract Price of Rupees

_____

_____(_____) [Amount in words and figures], as corrected and modified in accordance with the instructions to Bidders' is hereby accepted by our Agency[1].

You are hereby requested to furnish Performance Security for an amount of Rs._____ within 14 days of the receipt of this letter of acceptance valid as per proforma vide ANNEXURE-F of SECTION-7 and sign the contract, failing which action as stated in Para 28.3 of ITB will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

ANNEXURE-4
AGREEMENTFORM
Agreement

The agreement, made the_____ day of _____20_____ 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 WITNESSETH as follows:

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.

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 any defects therein in conformity with all aspects within the provisions of the Contract.

The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the Works and remedying the defects where in the Contract Price or such other sum as may become payable under provisions of the Contract at the times and in the manner prescribed by the Contract.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
Letter of Acceptance;

Contractor's Bid;

Contract Data;

Conditions of Contract;

Specifications;

Bill of Quantities; and

Any other document listed in the Contract Data as forming part of the Contract.

In witness whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

Was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

_____

_____

Binding Signature of Contractor _____

in the presence of:

Binding Signature of Employer_____

ANNEXURE-5

BID SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE. .....(name of bank) having our registered office at. .....(address of bank)(hereinafter called "the Bank"), are bound unto. .....(name of Purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____day of _____ 20 .

THE CONDITIONS of this obligation are:

1. If the Bidder

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

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

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

(a) fails or refuses to furnish the performance security, in accordance with the Bid Specification.

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

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

This guarantee will remain in force up to and including forty five (45) days after ……(Specification Date) the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the Bank)

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

ANNEXURE-6

PERFORMANCE BANK GUARANTEE

(Acceptable form of security as follows. Bidders should not fill the forms at this time. Only the successful Bidder will be required to provide Performance Securities in accordance with one of the forms, or in a similar form acceptable to the Employer)

To:_____ (Name of Employer)

_____(Address of Employer)

Whereas _____ (Name and address of Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____dated_____to execute_____(name of Contract and brief description of works) (hereinafter called "the Contractor").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of_____(amount of guarantee) * _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavel or argument, any sum or sums within the limits of _____(amount of guarantee) * as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release usfrom any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and seal of the Guarantor _____

Name of the Bank _____

Address_____

Date _____

* An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

ANNEXURE-7

PRECONTRACT INTEGRITY PACT

General

This pre-bid /pre-contract Agreement (hereinafter called the Integrity Pact) is made on .....day of the (month) of 2019, between, the Chief General Manager (P&MM), APCPDCL, Vijayawada
acting by self through General Manager/ IT&Reforms/ APCPDCL / Vijayawada (here in after called the "Employer", which expressions hall mean and include, unless the context otherwise requires, his successors in office andassigns) as the First Part and M/s.....(Name of Bidder) represented by Shri....., working as.....
(Designation) (here in after called the "Bidder" which expressions hall mean and include, unless the context otherwise requires, his successors and permitted assigns) as the Second Part.
WHERE AS the customer proposes to carry out Comprehensive Annual Maintenance (AMC) and Onsite support services round the clock on 24 x 7 x 365 basis with for IT & Non-IT equipment hardware and software in Data Centre located at APGENCO,Ibrahimpatnam,Vijayawada and the Bidder is willing to offer / has offered the bid and WHEREAS the Bidder is a private company/ public company/ Government undertaking/partnership/registered export agency (Strike out which is not relevant),constituted in accordance with the relevant law in the matter and the Employer is a Utility of State Govt. performing its function son behalf of the Eastern Power Distribution Company of A.P. Limited.
NOW, THEREFORE,
To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudice dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
Enabling the Employer to execute the desired said works mentioned in the bid at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in anyform, by its officials by following transparent procedures.

The parties here to here by agree to enter into this Integrity Pact and agree as follows:

Commitments of the Employer:

The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage n the bidding process, bid evaluation, contracting or implementation process related to the contract.

The Employer will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

All the officials of the Employer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.1 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the EMPLOYER with full and verify able facts and the same is prima facie found to be correct by the EMPLOYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EMPLOYER and such a person's hall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EMPLOYER the proceedings under the contract would not be stalled.

Commitments of Bidders:

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contractor post-contract stage in order to secure the contractor in furtherance to secure it and in particular commit itself to the following:-

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract i n exchange for any advantage in the bidding , evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER or otherwise in procuring the Contract or for bearing to door having done any act in relation to the obtaining or execution of the contractor any other contract with the Government for showing or for bearing to

show favour or disfavor to any person in relation to the contract or any other contract with Government.

BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

The BIDDER further confirms and declares to the EMPLOYER that he BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation nor recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EMPLOYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass onto others, any information provided by the EMPLOYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EMPLOYER, or alternatively, if any relative of an officer of the EMPLOYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term' relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EMPLOYER.

Previous Transgression

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Bid Security / Performance Security:

While submitting technical bid, the BIDDER shall deposit an amount specified in IT as Bid Security, with the EMPLOYER through any of the method specified.

The Bid Security shall be valid up to a period mentioned in the bid/contract agreement.

In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Security in the Contract Agreement that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

No interest shall be payable by the EMPLOYER to the BIDDER on Bid Security / Performance Security for the period of its currency.

Sanctions for Violations

Any breach of the afore said provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EMPLOYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Bid Security (in pre-contract stage)and /or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EMPLOYER and the EMPLOYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the EMPLOYER, and in case of an Indian BIDDER with interest there on at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest there on at 2% higher than the L I BOR. If any outstanding payment is due to the BIDDER from the EMPLOYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EMPLOYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss 'or damage to the EMPLOYER resulting from such cancellation / rescission and the EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EMPLOYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middle manor agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EMPLOYER with the BIDDER, the same shall not be opened.

(x) For feature of Performance Security in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The EMPLOYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of theIndian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.

Fall Clause:

The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or subsystems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the EMPLOYER, if the contract has already been concluded.

Facilitation of Investigation

Incase of any allegation of violation of any provisions of this Pact or payment of commission, the EMPLOYER or its agencies hall been titled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the jurisdiction of Courts situated in Visakhapatnam city.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

12. Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the BIDDER/Seller, including warranty period, whichever is later. Incase BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties here by sign this Integrity Pact at ……on……..

(Signature of the Bidder)	(Signature of the Employer)
Name:	Name:
Designation:	General Manager IT & Reforms
Name of the Firm:	APCPDCL, Vijayawada

ANNEXURE-8
DECLARATION AT THE TIME AGREEEMNT

Declaration to be given by the Company/ Partnership Firm/ Contractor at the time of entering into agreement with APTRANSCO/ DISCOMs.

(Strike out that which is not applicable)

a) I declare that myself or any of the representatives of my company/ firm do not have any relatives as defined in the appended ANNEXURE-9 in the APTRANSCO/ DISCOM.

(or)

b) That the following officers/ employees of the APTRANSCO/ DISCOM are related to me and to the representatives of my company / firm as mentioned here under.

S.No.	Name of the officer/ employee	Designation and place of working	APTRANSCO/ DISCOM	Relationship
1				
2				
3				
4				
5				
6				

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

Signature of the authorized representative

ANNEXURE-9

List of Relatives:

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

ANNEXURE-10
DECLARATION REGARDING CLEAN TRACK RECORD

(On Bidder's Letterhead)

To
The Chief General Manager,
P&MM, APCPDCL,
Corporate office,
Beside Govt Polytecnic,ITI Road
Vijayawada -520008.
A.P. India.

Sir,

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

Or

I declare the following

Sl. No.	Blacklisted by Institution/Bank	Country	Year of blacklisting	Reasons

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

Yours faithfully,

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

ANNEXURE 11
SCHEDULE OF DEVIATION

a) TECHNICAL

Sl. No.	Requirements / Equipment	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 :

Date :

Signature of the Bidder :

Name :

Business address :

b) COMMERCIAL

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

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

Place :

Date :

Signature of the Bidder :

Name :

Business address: