

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**SELECTION OF VENDOR/(S)**  
**FOR**  
**SUPPLY OF IT RELATED HARDWARE**  
**TO**  
**VARIOUS SCHOOLS IN**  
**ANDHRA PRADESH**



**ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION**  
II Floor, Above Arrival Terminal,  
Pandit Nehru Bus Stand, NTR Block,  
Vijayawada, Andhra Pradesh.



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## 1. INVITATION FOR BID

### 1.1. Issuer

APSSDC invites proposals for Selection of Vendor/(s) for *Supply of IT related hardware* to various SCHOOLS in the State of Andhra Pradesh.

Any proposal received by APSSDC after the deadline for submission of proposals mentioned in the Key Events & Dates as mentioned in this RFP will be summarily rejected and returned unopened to the Bidder(s). APSSDC shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.

### 1.2. About the RFP Document

- This RFP provides information regarding the Project, Scope of Work, Technical requirements and other related information to the Bidder(s).
- As should be clear from the Scope of the proposed Project, APSSDC expects more than a standard proposal in response to typical Request for Proposals. In particular, APSSDC seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions.
- The Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD).

### 1.3. Key Events & Dates:

SN	Information	Details
1.	RFP No. and Date	<b>APSSDC/ SP/Proc./02/2017 dated 8.3.2017</b>
2.	Bid validity period	<b>90 days from the last date (deadline) for submission of proposals.</b>
3.	Last date to receive Pre-bid queries	<b>13.3.2017, 11 AM</b>
4.	Last date (deadline) for submission of bids	<b>17.3.2017, 3 PM</b>
5.	Opening of Pre-Qualification Bids	<b>17.3.2017, 4 PM</b>
6.	Technical Presentation by the Shortlisted Bidders	<b>21.3.2017, 3 PM</b>
7.	Place, Time and Date of opening of Commercial Bids received in response to the RFP notice	<b>To be intimated later</b>
8.	Email for sending queries/ for pre-bid meeting and contact details for any clarification:	e-mail: <a href="mailto:queries.apssdc@gmail.com">queries.apssdc@gmail.com</a> <b>986688002 / 8331962436</b>
9.	<b>Addressee and address at which proposal in response to RFP notice is to be submitted:</b>	<b>The Chief Executive Officer Andhra Pradesh State Skill Development Corporation [APSSDC], II Floor, Above Arrival Terminal, Pandit Nehru Bus Stand, Vijayawada, Andhra Pradesh.</b>

#### 1.4. Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD as per the following table, in the form of a Demand Draft / Bankers Cheque OR Bank Guarantee (in the format specified in Format in Section I) issued by any Scheduled bank in favour of Andhra Pradesh State Skill Development Corporation, payable at Vijayawada, and should be valid for 90 days from the due date of the tender / RFP.
- b) EMD of all unsuccessful bidders would be refunded by APSSDC within one month of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
  - I. If a bidder withdraws its bid during the period of bid validity.
  - II. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

##### **Table of EMD for various items:**

S No	Name of the item	EMD in INR
I.	Tower model desktop/ workstation	150000
II.	Projectors	150000

**Note: If the Vendor/ Company Participates for both items – they need to pay EMD for only one item.**

#### 1.5. Procurement & Submission of RFP Document

Interested Bidders may obtain complete set of documents from the office of APSSDC, address mentioned in this RFP, during the office hours on all working days from 8-3-2017 to 17-03-2017 on submission of payment of Non Refundable RFP Document Fee of Rs. 1,000/- (Rupees One Thousand only). This fee shall be paid in the form of a Demand Draft/ Bankers Cheque from any Scheduled Banks located in India in favor of **Andhra Pradesh State Skill Development Corporation** payable at **Vijayawada**. RFP document can also be downloaded from the APSSDC website ([www.apssdc.in](http://www.apssdc.in)). However, the Non Refundable RFP Document Fee of Rs.1,000/- (Rupees One Thousand only) needs to be submitted in the form of a Demand Draft / Bankers Cheque along with the proposals at the time of Bid submission.

#### 1.6. Amendment of RFP Document

At any time before the deadline for submission of Bids, APSSDC may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be informed through the website [www.apssdc.in](http://www.apssdc.in). All prospective participants who have paid the fee of INR 1,000/- shall be intimated of the amendment in writing by e-mail or post but APSSDC shall not be responsible if the Bidders do not get the individual intimates of such amendments. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. APSSDC also reserves the rights to amend the dates mentioned in this RFP for Bid process.

#### 1.7. Pre-Bid Queries

APSSDC shall receive and respond to prospective Bidders Pre-Bid queries as per the scheduled



date and time as mentioned in this RFP. APSSDC may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of APSSDC regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. It may not be possible to answer questions which are received late. The responses to the queries shall be conveyed to all the prospective Bidders by way of hosting amendments/clarifications on the website i.e. ([www.apssdc.in](http://www.apssdc.in)) in accordance with the respective clauses of the RFP within 2 working days and no participant would be intimated individually about the response of APSSDC. The Bidders are requested to send their consolidated queries to the *e-mails mentioned* only once and further queries sent by the Bidders shall not be entertained. Only queries sent in below format would be considered.

S N	Name of Vendor	Page No / Clause No	Text in RFP/ Description of clause	Clarification requested

### 1.8. Procedure for Submission of Bids

Submission of Bids shall be in accordance with the instructions mentioned below:

- a. Each copy of Pre-Qualification Bid, Technical Bid and Commercial Bid of the RFP should be covered in separate sealed covers super-scribing, "Pre-Qualification Bid", "Technical Bid" and "Commercial Bid" respectively. Each copy of each Bid should also be marked as "Original" and "First Copy" as the case may be. All the two copies of each Bid should be put in a single sealed cover super-scribing "Pre-Qualification Bid", "Technical Bid" and "Commercial Bid" as the case may be. **Please Note that Prices should not be indicated in the P r e - Qualification or Technical Bid but should only be indicated in the Commercial Bid.**
- b. The three envelopes containing copies of Pre-Qualification Bid, Technical and Commercial Bid should be put in another single sealed envelope clearly marked "Selection of Vendor/(s) for Supply of IT related hardware to Various SCHOOLS of Andhra Pradesh". These envelopes are to be super scribed with RFP Number.
- c. The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".
- d. Demand Draft/ Banker's Cheque/ Bid Document purchase receipt (in case Bid Document is purchased from APSSDC Office) of Bid document Fees and Demand Draft/Banker's Cheque of Processing Fees and Demand Draft/Banker's Cheque/Bank Guarantee of Earnest Money Deposit. (EMD) should be attached separately while submitting the Bid.
- e. Each copy of the Proposal should be a complete document. The Document should be **page numbered and appropriately flagged and must contain the list of contents with page numbers**. Different copies must be bound separately. Any deficiency in the documentation may result in the rejection of the Bid.
- f. In case of any discrepancy observed by APSSDC in the contents of the submitted original paper Bid Documents with respective copies, the information furnished on original paper Bid

Document will prevail over others.

- g. As part of the Bid, Bidder should also provide the Pre-Qualification and Technical Bid in soft copy format, in the form of a non-rewriteable DVD/CD (Compact Disc) as follows:
- i. One (1) copy of DVD/CD each containing the Qualification Bid should be sealed along with the hard copies of the respective Bids.
  - ii. All DVD/CD submitted by the Bidder must be in sealed covers. The sealed covers as well as the DVD / CD media must be duly signed by the Bidder using a "Permanent Pen/Marker", should be super-scribed with "Pre-Qualification/Technical Bid Soft Copy" and should bear the name of the Bidder.
  - iii. Bidder must ensure that the information furnished by him in DVD/CDs is identical to that submitted by him in the original paper Bid Document. In case of any discrepancy observed by APSSDC in the contents of the DVD/CDs and original paper Bid Documents, the information furnished on original paper Bid Document will prevail over the soft copy.
  - iv. Bidder must ensure that the Qualification Bid DVD/CDs do not contain any Commercial items/prices.
- h. Telex/Telegraphic/Tele-fax/E-mail Bids will not be considered. All out-station Bids, if sent by post, should be sent under registered cover.
- i. If the outer envelope is not sealed and marked as indicated above, APSSDC will assume no responsibility for the Bids being misplaced or premature opening.

### **1.9. Authentication of Bid**

The original and all copies of the Bid shall be typed or written in indelible ink. The original and all copies (hard copies) shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement. A letter of authorization shall be supported by a written power of attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Bid.

### **1.10. Cost of Bidding**

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by APSSDC to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the Bid process. This RFP does not commit APSSDC to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of Contract for implementation of Project.

### **1.11. Site Visit**

The Bidder may visit and examine sites at a time to be agreed with APSSDC, and obtain for himself on his own responsibility all information that may be necessary for preparing the Bid Document. The visit may not be used to raise questions or seek clarification; such matters must be submitted in writing. The costs of visiting the site(s) shall be at Bidder's own expense.

### **1.12. Language of Bids**

The proposal and all correspondence and documents shall be written in English. In case of

accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of APSSDC and will not be returned.

### 1.13. Documents Comprising the Bids

The Proposal shall have Three Cover System for this RFP as outlined in in this RFP:

- i. Pre-Qualification Bid in one cover - 2 Copies (One Original and one First Copy).
- ii. Technical Bid in One cover - 2 copies (One Original and one First Copy).
- iii. Commercial Bid in one cover - One Original Copy.

- a) **Pre-Qualification Bid:** Bidders shall furnish the required information in their Pre-Qualification bid as detailed in Section – I.
- b) **Technical Bid:** Bidders shall furnish the required information in their Pre-Qualification bid as detailed in Section –II.
- c) **Financial Bid:** Bidders shall furnish the commercial bid in the format given in Section – III.

#### **Important Instructions:**

- Bidders who are bidding for more than one items needs to submit separate financial bids for each in a separate envelope.
- Any deviations with respect to this may make the Bid liable for rejection.
- The Bid shall be attached with the Covering Letter as specified in Format in Section I and shall be enclosed in the main envelope.
- Bids not submitted with this Covering Letter shall be liable for rejection.

### 1.14. Bid Prices

- a. The Bidder shall indicate the price in the prescribed format, the unit rates and total Bid Prices of the items. The price components furnished by the Bidder in accordance with format provided in the RFP will be solely for the purpose of facilitating the comparison of Bids by APSSDC.
- b. The Bidder shall prepare the Bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by APSSDC. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP. If during the course of execution of the Project any revisions to the work are to be made to meet the goals of APSSDC, all such changes shall be carried out within the current price.

### 1.15. Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

### 1.16. Bidder Qualification

- a. The "Bidder" as used in the RFP shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he/she shall submit a Certificate of authority. All Certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far





- as possible, be furnished and signed by the authorized representative and the Principal Officer.
- b. It is further clarified that the individual signing the RFP or other documents in connection with the Bid must certify whether he/she signs as the Constituted Attorney of the Company.
  - c. The authorization shall be indicated by written Power of Attorney accompanying the Qualification Bid. Bidder may use their format of the Power of Attorney (POA). POA needs to be on stamp paper of 100 INR.

#### **1.17. Bid Validity Period**

- a. The proposals shall be **valid for a period of 90 days** from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.
- b. In exceptional circumstances, at its discretion, **APSSDC** may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

#### **1.18. Modification and Withdrawal of Bids**

No proposal may be modified / withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form. In case the Bidder wishes to withdraw the Bid after the date of opening of the bids he may do so, but the EMD of the Bidder shall be forfeited.

#### **1.19. Opening of Bids**

The Bid shall be opened in the presence of Bidders representatives (only one) who choose to attend the Bid opening sessions on the specified date, time and address.

The Bidders representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for APSSDC, the Bids shall be opened at the same time and location on the next working day.

The Technical Tender Evaluation Committee [TTEC] duly appointed by APSSDC shall see the following:

- a. The Bids have been received in time. Bids received late shall not be opened.
- b. The Bids are marked as required in the RFP.
- c. The Bid Document fees of INR 1,000 have been paid or a DD/Banker's Cheque/Cash as defined is enclosed. If not, the Bid shall not be opened.
- d. The Qualification and Commercial Bids are enclosed and marked as given in the RFP. If not, the Bid shall not be opened.
- e. Unopened bids shall be returned to the Bidder on written request.

The EMD envelope of the Bidders will be opened first on the same day and time on which the Bids is opened, and bids not accompanied with the requisite EMD or whose EMD is not in order shall be rejected forthwith.

#### **1.20. Announcement of Bids**

The Bidders' names, Bid modifications or withdrawals and such other details as APSSDC

at its discretion may consider appropriate, will be announced at the Bid opening.

### 1.21. Bids Not Considered For Evaluation

Bids that are rejected during the Bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

### 1.22. Criteria for Evaluation of Bids

#### 1.22.1. Scope of the process

The process for evaluation of the bids, proposed to be adopted by TTEC, is indicated under this clause. The purpose of this Clause is only to provide the Bidders an idea of the evaluation process that TTEC may adopt. However, APSSDC reserves the right to modify the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

#### 1.22.2. Preliminary Examination

TTEC will examine the Technical Bids to determine whether they are complete, whether the Bid format conforms to the Bid Document requirements, whether the documents have been properly signed, and whether the Bids are generally in order.

TTEC may waive any informality or nonconformity or irregularity in a bid which does not constitute a material deviation according to TTEC, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

#### 1.22.3. Evaluation Methodology

- I. The Evaluation Methodology proposed to be adopted by TTEC will be Quality cum Cost Based System (QCBS) method of evaluation of bids Score will get a weightage as under:

SN	Items	Technical bid score a weightage	Commercial bid score a weightage
I.	Tower model desktop/ Workstation	70%	30%
II.	Projector	70%	30%

- II. The Bid, that obtains the highest Total Score ( $T_s$ ) value, will be rated as the **Best Evaluated Bid**.

#### 1.22.4. Evaluation Process:

The evaluation process shall comprise of the following stages.

- (i) **Stage 1: Technical Evaluation** comprising of Technical Bid Evaluation and Technical Presentation in the Technical Bid
- (ii) **Stage 2: Commercial Evaluation**
- (iii) **Stage 3: QCBS Evaluation**

The details of evaluation procedure, under each of the above mentioned 3 stages, are given below:

#### **Stage 1: Technical Evaluation**

- Bidders who meet the minimum criteria defined in Pre-Qualification in this RFP will be qualified and invited for technical bid evaluation.



- APSSDC will evaluate qualified bidders on the basis of the Technical Bid submitted by them. Technical Presentation by the qualified bidders proposed for this project in the Technical Bid. The objective of this step is to give bidders the opportunity to demonstrate their capabilities of proposed items/product/s to prove the idea and feasibility as envisioned in the RFP.
- In this Stage, the qualified bidders will be Technically Qualified for further evaluation in subsequent stages, namely, Stage 2 and Stage 3 of the evaluation process.
- Only those Bidders will be technically qualified who meet the following conditions:
  - a) Technical score is 100 and shall be comprising of document based evaluation for 40 marks and proposal presentation evaluation for 60 marks.
  - b) Achieve minimum qualifying technical score prescribed for each Section under the Table given in "**Annexure – II : "Technical Evaluation Marking Criteria"**"; and
  - c) Achieve the Cut-off Technical Score of 75%

#### **Stage 2: Commercial Evaluation of Bids**

The commercial bids of only the Technically Qualified Bidders of Stage 1 shall be opened and considered for further evaluation.

#### **Stage 3: QCBS Evaluation**

The technical and commercial scores of the shortlisted bidders shall be taken into consideration for the QCBS Evaluation.

#### **1.22.5. Clarification**

- (i) When deemed necessary, during the Bid Evaluation process, APSSDC may seek clarifications or ask the Bidders to make Technical presentations on any aspect(s) from any or all the Bidders. However, that would not entitle the Bidder(s) to change or cause any change in the substance of the bid submitted or price quoted.
- (ii) The Commercial Bids of disqualified Bidders will be returned unopened on formal written request to APSSDC.
- (iii) Conditional Bids will be rejected.

#### **1.22.6. Opening of Commercial Bids**

- (i) APSSDC will open the Commercial Bids of **only Technically Qualified Bidders (TQB)**, in the presence of the representatives of the Technically Qualified Bidders who choose to attend, at the time, date and place, as decided by APSSDC.
- (ii) The Financial Bids will be opened by Tender Evaluation Committee [TEC] appointed by APSSDC, in the presence of Bidders representatives (only one) who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices etc. shall be announced at the meeting.

#### **1.22.7. Evaluation of Commercial Bids**

- (i) It is mandatory for the vendors to submit prices of the items duly filled in the format provided in section-III of financial bid for the respective items. A vendor can submit

commercial bid for one item or more than one item. Vendor to submit separate financial bids for each item.

- (ii) The Commercial Bids shall be evaluated by APSSDC for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures the amount in words shall prevail.
- (iii) In case price of any item is not quoted by a Bidder, the bid will be loaded by the highest price quoted in its own bid for that item. In case the price is not available in its own bid then the loaded price shall be the highest price quoted by any of the bidders for that item. Such item, for which the price has been loaded, shall be supplied free of cost by the bidder.
- (iv) The Bid Value shall be equal to the amount specified in format 12.
- (v) The Total Bid Price, computed as above, shall be used by APSSDC for the purpose of commercial evaluation of bids.
- (vi) Based on the Evaluation Criteria mentioned in the following clause, a Commercial Bid score ( $S_F$ ) in percentage shall be assigned to each Bid.
- (vii) Commercial Bid Score ( $S_F$ ) in percentage for each Bid shall be computed as follows:
  - $S_F = 100\% \times (FL/ F)$ ; Where:
    - F is the Total Bid Price quoted in the Bid under consideration
    - FL is the value of lowest Commercial Bid”

#### 1.22.8. QCBS Evaluation

- (i) As stated above, the Evaluation Methodology proposed to be adopted by APSSDC will be Quality cum Cost Based System (QCBS) method of evaluation where Technical Bid Score will get a weightage of 70% (denoted by T) and Commercial Bid Score a weightage of 30% (denoted by C).
- (ii) Description of variables used:
  - $S_T$  is the Technical Score for each Bid as calculated out of 100%
  - $S_F$  is Total Commercial Score (normalized) for each Bid
- (iii) Bids will be ranked according to their combined Technical Score  $S_T$  and Financial Score  $S_F$  using the weights (T = the weight given to the Technical Bid; C = the weight given to the Commercial Bid; T + C = 100%):
- (iv) **Total Score ( $T_s$ )** for each Bid shall be computed as follows:
 
$$T_s = S_T \times T\% + S_F \times C\%$$

The Bid, that obtains the highest Total Score ( $T_s$ ) value, will be rated as the **Best Evaluated Bid**.

- a) In case the best evaluated bidder offers to supply the complete order quantity and is assessed to have the adequate capacity to supply the complete order quantity as per the Delivery schedule by the Tender Evaluation Committee [TEC] then best evaluated vendor shall be contracted to execute the complete supply order.
- b) In case best evaluated vendor offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per the Delivery schedule by the Tender Evaluation Committee [TEC] then the best evaluated vendor bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be divided in equal ratio

among the successful Bidders provided the successful Bidders are ready to offer the quantity at the rates quoted by best evaluated vendor.

- c) The quantity resulting from the split as mentioned above in case (c) shall be offered to the successful Bidders after the assessment by the TEC in terms of their capacity to manufacture and supply.
- d) In case some of the successful Bidders express their inability to supply quantity resulted from the split as mentioned above in case(c) then remaining quantity shall again be divided equally among the other successful Bidders provided the other successful Bidders are ready to offer the quantity at the rates quoted by best evaluated vendor and are assessed by TEC to have adequate capacity to supply the order quantity.
- e) In case best evaluated vendor backs out - best evaluated vendor shall be blacklisted from participating in any future bidding of APSSDC projects and are liable for legal action by APSSDC.

### 1.23. Post Qualification and Award Criteria

- i. The Best Evaluated Bidder according to QCBS evaluation will be considered first for award of contract by APSSDC. The firm achieving the highest Total Score (**T<sub>s</sub>**) will be invited for negotiations.
- ii. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; APSSDC will proceed to the **next Best Evaluated Bidder** to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- iii. APSSDC will award the Contract to the successful Bidder whose bid has been determined as the Best Evaluated Bid as per the evaluation criteria defined in this Bid Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

### 1.24. Negotiation

The APSSDC reserves the right to negotiate the commercials with the selected Bidder and seek revised commercial bid. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract. The financial negotiation shall not result in an increase in the price originally quoted by the Bidder, except upon a significant addition to scope of work/ quantities/ specification.

### 1.25. Rectification of Errors

Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.

### 1.26. Contacting APSSDC

- a. No Bidder shall contact the APSSDC on any matter relating to its Bid, from time of opening to the time the work is awarded. If the Bidder wishes to bring additional information to the notice of the RFP Issuing Authority, the same should be done in writing to APSSDC. The RFP Issuing Authority reserves the right to decide whether such additional information should be considered or otherwise.
- b. Any effort by a Bidder to influence the RFP Issuing Authority in its decision on Bid evaluation, Bid comparison or contract award may result in disqualification of the Bidder's Bid and also forfeiture of his Bid security.



### **1.27. APSSDC's right to vary Scope of Work at the time of Award**

APSSDC may at any time, by a written order given to the Bidder, make changes to the Scope of the work as specified below:

- a. APSSDC reserves the right to vary the quantity to be ordered of the Original Quantity.
- b. If any such change cause an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Agreement Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from date of the Bidder's receipt of APSSDC's order for change. The unit rate of each items quoted/accepted by the selected Bidder shall however not change.

### **1.28. APSSDC's Right to Accept Any Bid and to reject any or All Bids**

APSSDC reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for APSSDC's action.

### **1.29. Notification of Award**

#### **1.29.1. Award Criterion**

Final choice of firm to execute the project shall be made on the basis of conformity to technical specifications, appropriateness of the product offered, capability of bidder to execute and service the project and appropriateness of financial offer from the point of view of cost-effectiveness over the entire maintenance period for the product/services.

#### **1.29.2. Notification to Bidder**

Prior to the expiry of the Bid validity period, APSSDC will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter (LOI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement. Upon the successful Bidder's furnishing of performance security, APSSDC will promptly notify each unsuccessful Bidder and return their EMD.

#### **1.29.3. Signing of Agreement**

At the same time as APSSDC notifies the successful Bidder that its proposal has been accepted and APSSDC shall enter into an Agreement with the successful Bidder. The draft Agreement will be made available in the format provided in Annexure-III

### **1.30. Discharge of Bid Security**

Prior to signing of the Agreement, APSSDC shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to this RFP. On receipt of the Performance Guarantee, the Bid security of all successful Bidders will be released. The EMD amount of successful bidders can be converted as part of the Performance Guarantee.

### **1.31. Expenses for the Agreement**

The incidental expenses of execution of Agreement/Contract shall be borne by the successful Bidder.

### **1.32. Failure to abide by the Agreement**

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event APSSDC may forfeit the EMD/ Performance Bank Guarantee. The contract will be then awarded to the next Bidder by the process of Re-Tendering.

### **1.33. Bank Guarantee for Performance**

- a. The successful Bidder shall at his own expense may deposit with APSSDC, within 7 (Seven) days after the receipt of notification of award of the Letter of Intent/Purchase order from APSSDC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to APSSDC, in the format prescribed in this RFP, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.
- b. The Performance Guarantee may be submitted as Demand Draft/Banker's Cheque/bank Guarantee from a Scheduled Bank.
- c. This Performance Guarantee shall be for an amount equivalent to 10% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the Project which includes warranty obligations on the product. Subject to the terms and conditions in the performance Bank Guarantee, at the end of project the final acceptance sign off, the Performance Bank Guarantee may be discharged/ returned by APSSDC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee. The Bank Guarantee should be in favour of will be intimated later.

### **1.34. Rejection Criteria**

- a. The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:
  - I. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
  - II. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
  - III. The Bidder qualifies the proposal with his own conditions.
  - IV. Proposal is received in incomplete form.
  - V. Proposal is received after due date and time.
  - VI. Proposal is not accompanied by all the requisite documents.
  - VII. Information submitted in Qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period if any.
  - VIII. Commercial proposal is enclosed in the same envelope as Qualification Proposal.
  - IX. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
  - X. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified, unless additional proposals/Bids are withdrawn immediately upon conflict of interest.
  - XI. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of Letter of award of Contract (LOI) or within such extended period, as may be specified by



**APSSDC.****XII. In case of bid is conditional.**

- b. Bidders may specifically note that while evaluating the proposals, if it comes to APSSDC's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the APSSDC.
- c. APSSDC will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract in question;

For the purposes of this provision, the terms are set forth as follows:

- I. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- II. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- III. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- IV. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- V. "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to APSSDC in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

**1.35. Income Tax Liability**

The Bidder and Personnel shall pay such direct and indirect taxes, duties including import duties, fees and other impositions levied under the Applicable Laws in India.





## 2. SCOPE OF WORK

### 2.1. Bill of Quantity

(i) Supply of IT related hardware in approximately 200 schools along with packing as per **specifications given in this Annexure –I** of this RFP.

(ii) Bill of materials is mentioned as per below:

SN	Items
I.	Tower model Desktop/ Workstation
II.	Projector

(iii) **All the Products/Equipment's supplied should have been launched on or after 01.01.2015. Bidder shall submit an undertaking for the same in their technical bid and OEM should submit certification for support upto 31.12.2019 in their technical bid.**

(iv) **The products should be in compliance with MEITY. GoI Regulations and BIS standards as applicable (Electronic equipment standards). All supporting documents/ undertaking should be submitted at the time of bid submission. For all Benchmarks, full disclosure report should be submitted by the bidder/OEM.**

(v) **Bidder also to submit Equipment/ Product certification: BIS certified, as applicable, in their Technical bid.**

### 2.2. Sample IT equipment Testing

The Bidders should submit Valid BIS certificate as on date of bid submission for the respective item. Also, APSSDC may ask for third party testing and the bidder is responsible to arrange for test and submit the test report from any of the testing agencies such as STQC, CDAC, ETDC, ERTL etc.

### 2.3. Sample Item Presentation

The Bidders are required to submit sample Desktop & projector at the time of Presentation. The performance of the sample desktop and projector etc. may be evaluated by the committee to examine whether it conforms to the Test Report submitted by the Bidder.

### 2.4. Delivery Schedule

SN	Quantity to be delivered	Supply schedule in Calendar days
1	100% of ordered quantity	4 weeks

I. The Successful Bidder shall deliver, install and commission the goods/services as per schedule mentioned in above table from the date of **Contract Agreement/Lol/PO/WO**.

II. **Successful bidder have to deliver** all Hardware in approximately 200 SCHOOLS across Andhra Pradesh, the details of which would be provided to the selected vendor.

### 2.5. Post Delivery sample Inspection & Testing

On delivery, the department will test 1% of random sample delivered at the location. After delivery and installation by the bidder, 100% of the Products/equipment would be inspected/tested for compliance with the specifications.

The sample inspection can start immediately after delivery, preferably shall be completed within 7 to 10 days of the delivery of order to the SCHOOLS/colleges. The Inspection shall



be done against the following parameters:

- i. Physical damages
- ii. User manual comprising specification, operational instructions and Do's and Don'ts instruction in English.
- iii. Warranty card with names and addresses of service centre and telephone numbers
- iv. One spare barcode stickers containing manufacturer's serial number.
- v. Working condition by switching on the Equipment

After completion of inspection, the items shall be repacked and handed over to the ESC authorities/ APSSDC representative. Rejected items shall be handed over to the authorized representative of the selected Bidder. The numbers of such rejected items shall be struck off from the Delivery Challan/Acceptance Challan and the Invoice (if any).

## **2.6. Warranty Services**

- a. Standard comprehensive warranty for Laptop would be three (3) years and for remaining items, it would be Standard comprehensive onsite warranty as applicable on the product.
- b. Warranty support shall be onsite and for all the major components including Battery, power adapter, and key spare parts etc. supplied for a period specified in Annexure-I.
- c. The warranty shall cover the system software, pre-loaded software and all the hardware parts including patches and updation (free of cost) of the Operating System.
- d. In addition to warranty as mentioned in above clause, the Bidder shall during the warranty period replace the parts, if any, and remove any manufacturing defect, if found during the above said period, so as to make the items fully operative. The Bidder shall also replace parts of items, in case it is found to be malfunctioning and defective, and that the equipment cannot be put to operation otherwise.



**Section I:**

**Formats for  
Pre- Qualification Bid**



### 3. Section-I

#### Format 1 - Qualification Bid Letter

[Date]

To,  
The Chief Executive Officer,  
Andhra Pradesh State Skill Development Corporation [APSSDC]  
II floor, Above Arrival Terminal,  
Pandit Nehru Bus Stand,  
Vijayawada, Andhra Pradesh.

**Ref: Request for Proposal (RFP): Qualification Bid for Supply of IT related hardware to Various SCHOOLS in Andhra Pradesh"**

**Reference:** RFP No: <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidders, having read and examined in detail the entire RFP do hereby propose to supply the Items as specified in the RFP number <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

a. **BID DOCUMENT FEES**

We have enclosed a Demand Draft/Banker's Cheque / RFP purchase receipt (in case RFP is purchased from APSSDC Office) for the sum of INR 1,000 /- (Rupees One Thousand only) as prescribed in RFP

b. **EARNEST MONEY DEPOSIT (EMD)**

We have enclosed an EMD in the form of a Demand Draft/Banker's Cheque/Bank Guarantee for the sum of INR \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) (Please Refer Table in 1.4 Page No 5 of this document)

c. **PERFORMANCE GUARANTEE**

We hereby declare that in case the work is awarded to us, we shall submit the Performance Guarantee in the form prescribed in RFP.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,  
Yours faithfully,  
(Signature of the Bidder)

Printed Name Designation/Seal/ Date/Business Address:

**Format 2 - General Information about the Bidder**

Details of the Bidder/Prime Bidder (Company)					
1.	Name of the Bidder				
2.	Address of the Bidder				
3.	Legal Status of the Company				
4.	Details of Incorporation/registration of the Entity		Date:		
			Ref. #		
5.	Details of Commencement of Business		Date:		
			Ref. #		
6.	Valid Sales tax registration no.				
7.	Valid Service tax registration no.				
8.	Permanent Account Number (PAN)				
9.	Name & Designation of the contact person to whom all references shall be made regarding this RFP				
10.	Telephone No. (with STD Code)				
11.	E-Mail of the contact person:				
12.	Fax No. (with STD Code)				
13.	Website				
14.	Financial Details (as per audited Balance Sheets) (in Crores)				
15.	Year	2013-14	2014-15	2015-16	2016-17 as on date
16.	Net Worth				
17.	Turn Over				

**Format 3 – Pre- Qualification Check List**

- 1) Bidders to ensure and submit all the requisite documents listed in below mentioned table in their pre-qualification bid.

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.								
1.	<p>The bidder should be a manufacturer/ authorized representative of a manufacturer/whole sale dealer and should be registered in India and should be in business of manufacture and or supply and maintenance of the related equipment for a minimum period of three (3) years as on bid calling date.</p> <p style="text-align: center;"><b>AND/ OR</b></p> <p>The bidder may be a PMA (as registered with APTS as per GO MS 22 dated 28.11.2015). <i>(The bidders are requested to refer to G.O. MS 22 for further information)</i></p>	<ul style="list-style-type: none"> <li>• Certificate of Incorporation/registration.</li> <li>• Certificate of Commencement of Business issued by the Registrar of Companies.</li> <li>• Memorandum and Articles of Association.</li> <li>• OEM Authorized Letter.</li> </ul> <p>Copy of Bidder's registration</p>										
2	<p>The Bidder should have an average annual turnover (<i>Company turnover</i>) of at least as per the following table during any sequential last three financial years as on date (i.e. 2013- 2014, 2014-2015, 2015-2016, 2016-2017 as on date).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Name of the item</th> <th style="text-align: center;">Turnover</th> </tr> </thead> <tbody> <tr> <td>Tower model desktop</td> <td style="text-align: center;">2 Crore</td> </tr> <tr> <td>Projector</td> <td style="text-align: center;">2 crore</td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table> <p><i>Note: In case, bidder is bidding for more than one item, highest turnover of the item quoted will be applicable.</i></p>	Name of the item	Turnover	Tower model desktop	2 Crore	Projector	2 crore			<ul style="list-style-type: none"> <li>• Audited Profit and Loss Statement and Balance sheets.</li> <li>• Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for the specified years.</li> </ul>		
Name of the item	Turnover											
Tower model desktop	2 Crore											
Projector	2 crore											
3	<p>The Bidder should have a consolidated minimum positive Net Worth as on the last day of preceding last financial years (i.e. 2013-2014, 2014-2015, 2015-2016).</p> <p>[Net Worth=Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) – Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditors' Report]</p>	<p>Audited annual accounts or Statutory Auditor Certificate or Certificate from the Company Secretary of Bidder specifying the Net Worth for the specified years.</p>										



S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
4	As on date of submission of the proposal, the Bidder shall not be under any declaration of ineligibility for unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices or blacklisted either by Ministry/Department of Government of India/ State Government.	Certificate from the Company Secretary/Competent Authority to the effect that the Bidder (from each member in case of Consortium) is not blacklisted by any of the Ministry/ Department of Government of India/ State Government.		
5	The Bidder should have an office in Hyderabad and/ or in the state of Andhra Pradesh. If the local presence is not there in the state, the selected Bidder should give an undertaking for establishment of an office, within one calendar month of LOI.	Certificate from the Company Secretary/ Self undertaking to the effect that the Bidder shall establish an office in Hyderabad& in Andhra Pradesh		
6.	Demand Draft/Banker's Cheque against RFP Paper Cost for an amount INR 1,000/- (Rupees One Thousand only)	D.D. No.  Bank: Date:		
7.	Demand Draft/ Banker's Cheque/ Bank Guarantee against Earnest Money for a n amount mentioned in Page No 6	D.D. No. / BG No.  Bank  Date		



**Format 4(a) - Format for details of compliance with pre-qualification criteria**

**Instructions:**

- Please provide details of compliance with pre-qualification criteria in the formats provided below only. Please note that provision of information in incorrect formats may lead to disqualification
- Please provide requisite documentary proof (as defined in the RFP) for all information provided. Please note that non-submission of documentary proof may lead to disqualification.

**Operational Requirements**

<b>OEM/Authorized dealer Name:</b>	
Incorporated as _____ in year _____ at _____.	
Registration Number	
<b>Please provide Certificate of Incorporation/Registration:</b>	
<b>Please provide Certificate of Commencement of Business:</b>	
<b>Copy of Memorandum and Articles of Association, if applicable:</b>	





**Format 4(b) - OEM Authorization & Letter for Undertaking**

To,

The Chief Executive Officer,  
Andhra Pradesh State Skill Development Corporation [APSSDC]  
II floor, Above Arrival Terminal,  
Pandit Nehru Bus Stand,  
Vijayawada, Andhra Pradesh.

The authorization may be in the nature of a letter, memorandum or certificate regularly granted by the manufacturer to its channel partners, authorized solution providers, system integrators, distributors, etc. or a specific letter issued for purposes of this bid. Such communication should include statements / undertakings from the said manufacturer to the following effect.

1. Guarantee and warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honored by that manufacturer, their channel partners, distributors, authorized service centres as the case may be.
2. The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. on a regular basis.
3. The manufacturer provides back to back technical support to the said bidder on a continuing basis.
4. The said bidder is authorized to provide service and solutions using hardware, firmware and/ or software as the case may be.
5. Spares will be made available till end of life for the product
6. The product being supplied is original & new and is not refurbished in any manner

***Note: The letter of authority should be signed by a person competent and having the power of attorney to bind the manufacturer.***

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Business Address:



## Format 5- Financial Information

### Annual Turnover of the Bidder

Turnover of the Bidder (Amount INR Crores)				
Financial Year 2013-14	Financial Year 2014-15	Financial Year 2015-16	Financial Year 2016-17	Indicate the page number where the details are provided

**Documentary Proof Required:**

- Audited Profit and Loss Statement and Balance sheet
- Statutory Auditor Certificate/Certificate from Company Secretary clearly specifying the turnover for the specified years.

### Net Worth of the Bidder

Net Worth of the Bidder (Amount INR Crores)				
Financial Year 2013-14	Financial Year 2014-15	Financial Year 2015-16	Financial Year 2016-17	Indicate the page number where the details are provided

**Documentary Proof Required:**

- Audited Annual Accounts or statutory auditor Certificate/Certificate from Company Secretary specifying the net worth for the specified years.



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**Format 6 - Declaration Regarding Clean Track Record**

[Date]

To,

The Chief Executive Officer,  
Andhra Pradesh State Skill Development Corporation [APSSDC]  
II floor, Above Arrival Terminal,  
Pandit Nehru Bus Stand,  
Vijayawada, Andhra Pradesh.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. \_\_\_\_\_] regarding Supply of items throughout the State of Andhra Pradesh. I hereby declare that my Company has not been debarred / black listed by any Ministry/Department of Government of India or State Government. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Business Address:

**Documentary Proof Required:**

- Certificate from the Company Secretary/competent authority to the effect that the Bidder is not blacklisted by any Ministry/Department of Government of India or State Government as per the format provided above.



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**Format 7 - Declaration of Acceptance of Terms and Conditions in the RFP**

[Date]

To,

The Chief Executive Officer,  
Andhra Pradesh State Skill Development Corporation [APSSDC]  
II floor, Above Arrival Terminal,  
Pandit Nehru Bus Stand,  
Vijayawada, Andhra Pradesh.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ....] regarding Selection of Vendor(s) for Supply of IT related hardware throughout the State of Andhra Pradesh.

I declare that all the provisions of this RFP are acceptable to my Company. I further certify that I am an authorized signatory of my Company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Business Address:

**In addition to above mentioned Documentary Proofs & Citations, Bidder has to provide the proof(s) under each item to meet the Qualification criteria as mentioned in the RFP.**



**Format 8: Bid security (EMD) form**

APSSDC. Ref. No.....

[Date]

To,

The Chief Executive Officer,  
Andhra Pradesh State Skill Development Corporation [APSSDC]  
II floor, Above Arrival Terminal,  
Pandit Nehru Bus Stand,  
Vijayawada, Andhra Pradesh.

**(To be issued by a bank scheduled in India as having at least one branch in Vijayawada)**

Whereas..... (Hereinafter called "the Bidder") has submitted its bid dated .....(Date). for the execution of ..... (Hereinafter called "the Bid") KNOW ALL MEN by these presents that WE ..... of ..... having our registered office at ..... (Hereinafter called the "Bank") are bound unto the Andhra Pradesh State Skill Development Corporation. (Hereinafter called "The APSSDC") in the sum of ..... for which payment well and truly to be made to the said APSSDC itself, its successors and assignees by these presents.

The conditions of this obligations are:

1. If the bidder withdraws its bid during the period of bid validity or
2. If the bidder, having been notified of the acceptance of its bid by the APSSDC during the period of bid validity:
  - a) fails or refuses to execute the contract form if required; or
  - b) fails or refuses to furnish the performance security, in accordance with the bid requirement;

We undertake to pay the APSSDC up to the above amount upon receipt of its first written demand, without the APSSDC having to substantiate its demand, provided that in its demand the APSSDC 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 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Place:

Date:

Signature of the Bank  
and seal

**Format 9: Details of service centres in AP**

S.No	Full Address of service centre	Contact person with phone No.	No. of support engineers	Support Engineers contact Names and numbers

**Or**

***In case bidder don't have any center in AP, an Undertaking should be given that operational service centres would be setup in the state within a period of 1 month from the date of agreement. OEM service centers may be considered subject to undertaking from OEM for the same to be produced.***



**Section II:**

**Formats for Technical Bid**

#### 4. SECTION II- TECHNICAL BID CHECKLIST & FORMATS

i) Bidders are to ensure all the requisite documents listed in below mentioned table are submitted in their technical bid.

S. No.	Clause	Documents Required	Compliance (Yes/No)	Page No.
1	<b>Turnover of the organization</b>	- Audited Profit and Loss Statement and Balance sheets. - Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder clearly specifying the turnover for last 3 years.		
2	<p><b><u>PAST EXPERIENCE:</u></b> Bidder must have successfully undertaken at least any of the following numbers of assignment(s) of supplying and installing of items for which bidder's is bidding.</p> <p>The assignment(s) must be of <b>any of the value</b> on an annual basis specified below in last 3 FY ending 2016-17: -</p> <p>I. One project not less than the Quantity/ amount equivalent to 100% of proposed order value</p> <p>II. Two projects, not less than the Quantity/ amount equivalent to 55% of proposed order value each</p> <p>II. Three projects not less than the Quantity/ amount equivalent to 50% of the order value each;</p> <p><i>For bidders who have executed at least one project for the Central Government or any State Government or a Public Sector</i></p>	<b>Copies of work orders and completion certificate of projects implemented / Any relevant document</b>		
3	The Bidder must have installed/ supplied capacity of a minimum of 50% of the current order with same/similar model whereas the bidder should satisfy the criteria with similar models, in the last 6 months to 1 year.	<b>Copies of Work orders and completion certificate of the work of mentioned period</b>		
4	The Bidder should have an office in Hyderabad and/ or in the state of Andhra Pradesh.	<b>Copies of registration/ Any relevant proof</b>		
5	Certification of OEM: ISO 9001-2008 or higher	<b>Copy of certificate</b>		





### Format 10 - Format for Past Experience

Please provide only one citation for each item as per the Qualification criteria in the format provided below. In case the Bidder provides more than one citation against each item, only the first occurring citation shall be evaluated. **The relevant documentary proofs for a citation need to be attached just below the details of the citations in this format.** Documentary proofs provided elsewhere (not below the details of the citation format) may not be considered by the APSSDC for evaluation.

Project Title: (Attach separate sheet for each Project)			
Country		Address	
Name of Client			
Type of Client (Govt./PSU/Others)		Order Value of the Project /Revenue Generated (in Crores)	
		Revenue Generated (in Crores) year-wise (please state the year and the revenue generated)	
		Current Conversion Rate(if applicable)	
Duration of the Assignment		Start Date (month/year):	
		Date of successful implementation /completion (month/year)	
		End Date (month/year):	
Referrals (Client side): Provide one referral only	Name		
	Designation		
	Role in the Project:		
	Contact Number		
	Email Id		
Brief Description of Project:			

#### Documentary Proof Required:

- Copy of Work order
- Certificate of successful operation by the client OR self-certificate attested by the client.

**Format 11 - Plan of action for supply proposed by Vendor**

S. No.	Component Description	Remarks
1.	Current Production Capacity	
2.	Gaps in supply	
3.	Tie ups with other OEMs to fill the Gap	
4.	Scheduled Delivery Time	
5.	Detailed Work Plan for Supply of equipment (in weeks)	

**Note:** Please attach the relevant documents.



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**Format 12: An Undertaking of date of launched of product and support.**

**Note: All the Products/Equipment's supplied should have been launched on or after 01.01.2015. Bidder shall submit an undertaking for the same in their technical bid and OEM should submit certification for support upto 31.12.2019 in their technical bid.**

**Format 13 – Deviation compliance sheet**

- I. Bidders to ensure to submit below mentioned deviation sheet in their Technical Bid.
- II. Bidders to point out the reason/ justification in separate column, in case of any deviation in any specification is proposed by them.

SN	Item	Specifications	Deviation in Specification (Y/N)	Actual Spec offered by Bidder																										
1	<b>Tower model desktop/ Workstation</b>	<table border="1"> <tr> <td>Processor</td> <td>1 No. of x86 latest generation Processor with 8MB Cache, 3.40 GHz or higher processor.</td> </tr> <tr> <td>Chipset</td> <td>Compatible.</td> </tr> <tr> <td>Memory</td> <td>16 GB DDR4 RAM or higher.</td> </tr> <tr> <td>Hard disc</td> <td>1TB SATA HDD or higher</td> </tr> <tr> <td>NIC</td> <td>Integrated On-board 10/100/1000Mbps NIC</td> </tr> <tr> <td>Wifi LAN card</td> <td>IEEE 802.11 b/g/n</td> </tr> <tr> <td>Display Monitor</td> <td>18.5" or higher TFT LED Color Monitor.</td> </tr> <tr> <td>Keyboard</td> <td>USB – Minimum 104 Keys Keyboard (Same make as PC).</td> </tr> <tr> <td>Mouse</td> <td>USB 2 button Optical Scroll mouse (Same make as PC).</td> </tr> <tr> <td>Operating System</td> <td>Pre-Loaded MS Windows 8.1 pro.</td> </tr> <tr> <td>Accessories</td> <td>Should be supplied With required connecting cables and driver media.</td> </tr> <tr> <td>Certifications to be enclosed</td> <td>FCC, ROHS, and Energy Star; For OEM: ISO 9001:2000, For PC: MS Windows &amp; Linux Certified.;</td> </tr> <tr> <td>Warranty</td> <td>3 Years Comprehensive onsite Warranty from the date of installation</td> </tr> </table>	Processor	1 No. of x86 latest generation Processor with 8MB Cache, 3.40 GHz or higher processor.	Chipset	Compatible.	Memory	16 GB DDR4 RAM or higher.	Hard disc	1TB SATA HDD or higher	NIC	Integrated On-board 10/100/1000Mbps NIC	Wifi LAN card	IEEE 802.11 b/g/n	Display Monitor	18.5" or higher TFT LED Color Monitor.	Keyboard	USB – Minimum 104 Keys Keyboard (Same make as PC).	Mouse	USB 2 button Optical Scroll mouse (Same make as PC).	Operating System	Pre-Loaded MS Windows 8.1 pro.	Accessories	Should be supplied With required connecting cables and driver media.	Certifications to be enclosed	FCC, ROHS, and Energy Star; For OEM: ISO 9001:2000, For PC: MS Windows & Linux Certified.;	Warranty	3 Years Comprehensive onsite Warranty from the date of installation		
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Operating System	Pre-Loaded MS Windows 8.1 pro.																													
Accessories	Should be supplied With required connecting cables and driver media.																													
Certifications to be enclosed	FCC, ROHS, and Energy Star; For OEM: ISO 9001:2000, For PC: MS Windows & Linux Certified.;																													
Warranty	3 Years Comprehensive onsite Warranty from the date of installation																													
2	<b>Projector</b>	3200 ANSI Lumens, Minimum standard resolution 1280x720, contrast ratio 3000:1, Inputs ( 2 computer) Lamp life of 6000 Hrs , USB connector; HDMI port, VGA port; Warranty: One year comprehensive standard onsite warranty including lamp+ AMC for 2nd and 3rd year.																												



**Section III:**  
**Format for Financial Bid**



### Section III – DETAILS OF FINANCIAL BID

#### Format 12: Format for Financial Bid

##### **Note: Instruction to bidder for filling financial format**

- i) The bidders should submit the price for the item with standard warranty and mention AMC amount till 3<sup>rd</sup> year only where applicable for the item. If AMC is not applicable please mention N.A. in the respective cell.
- ii) Financial bid would be evaluated as per the col-8 of below table.

S.no.	Item details ( <i>Specifications in Annexure-I</i> )	Appr. Quantity	Unit Price without taxes	Sales tax & other duties etc. on unit price	Total (Unit Price + applicable Tax)	AMC amount on the item for 2 <sup>nd</sup> and 3 <sup>rd</sup> year separately (7)		Total price including AMC for 2 <sup>nd</sup> and 3 <sup>rd</sup> year where applicable 8 = 6+(sum of amounts in 7)
						2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	
1	2	3	4	5	6=4+5	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	
I.	<b>Tower model desktop/ Workstation</b>							
II.	<b>Projector</b>							

(Signature of Authorized Representative of Bidder)



**ITEM WISE UNIT PRICES INCLUSIVE OF ALL TAXES & AMC, IN WORDS FOR:**

S.no.	Item details <i>(Specifications in Annexure-I)</i>	In Words (As per col – 8 of above table)
1	2	3
I.	<b>Tower model desktop/ Workstation</b>	
II.	<b>Projector</b>	

**(Signature of Authorized Representative of Bidder)**

**ANNEXURE I: SPECIFICATION AND TENTATIVE QUANTITY OF ITEMS**

S.No	Item	Specifications	Tentative Numbers Required	
I.	<b>Tower model desktop/ Workstation</b>	Processor	1 No. of x86 latest generation Processor with 8MB Cache, 3.40 GHz or higher processor.	150
		Chipset	Compatible.	
		Memory	16 GB DDR4 RAM or higher.	
		Hard disc	1TB SATA HDD or higher	
		NIC	Integrated On-board 10/100/1000Mbps NIC	
		Wifi LAN card	IEEE 802.11 b/g/n	
		Display Monitor	18.5" or higher TFT LED Color Monitor.	
		Keyboard	USB – Minimum 104 Keys Keyboard (Same make as PC).	
		Mouse	USB 2 button Optical Scroll mouse (Same make as PC).	
		Operating System	Pre-Loaded MS Windows 8.1 pro.	
		Accessories	Should be supplied With required connecting cables and driver media.	
		Certifications to be enclosed	FCC, ROHS, and Energy Star; For OEM: ISO 9001:2000, For PC: MS Windows & Linux Certified.;	
Warranty	3 Years Comprehensive onsite Warranty from the date of installation			
II.	<b>Projector</b>	3200 ANSI Lumens, Minimum standard resolution 1280x720, contrast ratio 3000:1, Inputs ( 2 computer) Lamp life of 6000 Hrs , USB connector; HDMI port, VGA port; Warranty: One year comprehensive standard onsite warranty including lamp + AMC for 2nd and 3rd year.	190	





## ANNEXURE II- TECHNICAL EVALUATION MARKING CRITERIA

### A. Technical Mark Allocation Sheet

SN	Marking Dimensions	Max Marks (40)
1	<b>Turnover of the organization</b>	10
2	<b>PAST EXPERIENCE:</b> Bidder must have successfully undertaken at least following numbers of assignment(s) of supplying and installing of items for which bidder's is bidding. The assignment(s) must be of <b>any of the value</b> on an annual basis specified below in last 3 FY ending 2016-17: - i) One project not less than the quantity /amount equivalent to 100% of proposed order value. ii) Two projects, not less than the quantity /amount equivalent to 55% of proposed order value each; iii) Three projects not less than the quantity /amount equivalent to 50% of the order value each;	15
3	The Bidder must have installed/ supplied capacity of a minimum of 50% of the current order with same/similar model whereas the bidder should satisfy the criteria with similar models, in the last 6 months to 1 year.	5
4	The Bidder should have an office in Hyderabad & in the state of Andhra Pradesh.	5
5	Certification of OEM: ISO 9001-2008 or higher	5

### B. Presentation based Mark Allocation Sheet

Each shortlisted bidder based on the pre-qualification criteria shall demonstrate the Proof of Concept (PoC) of Item/product. The Bidder is expected to bear the cost of demonstrating the PoC and would also be responsible for making the demonstration.

SN	Marking Dimensions	Max Marks (60)
1	<b>Proof of concept</b> (Bidders to demonstrate their capabilities of proposed items/product/s to prove the idea and feasibility as envisioned in the RFP.)	45
2	<b>Scheduled Delivery plan/proposed model (Any Deviation in Specification)</b>	10
3	The components to be included: <ul style="list-style-type: none"> <li>• Current Production Capacity</li> <li>• Gaps in supply</li> <li>• Tie ups with other OEMs to fill the Gap</li> </ul>	5
<b>Total</b>		<b>60</b>



### **ANNEXURE III- Draft Form of Agreement**

This AGREEMENT (hereinafter called the "Agreement") is made on the \_\_\_\_\_, 2016, between Andhra Pradesh State Skill Development Corporation (hereinafter referred to as the "[APSSDC]" which term or expression, unless excluded or repugnant to the subject or context, shall mean and include its successors-in office and assignees) of the First Part and, \_\_\_\_\_(Herein after called the "Vendor") of the Second Part.

#### **WHEREAS**

- a. APSSDC intends to enable the **Selection of Vendor(s) for supply of IT hardware throughout the state of Andhra Pradesh involving the complete Scope of Work described in the RFP.**
- b. APSSDC undertook the selection of a Vendor adopting an open tender route, through Competitive Bidding for Selection of Vendor(s) for supply of IT hardware throughout the state of Andhra Pradesh and issued a Request for Proposal (RFP) dated <<RFP published date>>
- c. APSSDC intends to accord to the Vendor the right to undertake the Project on the terms and conditions set forth in the Agreement;
- d. The Vendor in pursuance of its proposal undertakes to Supply, Commission, Service support and any other requirement as per APSSDC during the aforesaid period stated hereinabove.
- e. All the conditions stated in the Request for Proposal (RFP) and the Amendment/ Corrigendum Document shall form part of the Agreement.
- f. The parties agree that for providing the Goods and comprehensive warranty as provided in RFP, as per the terms of this Agreement, the Vendor shall be paid as per the payment schedule detailed in the RFP.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement: RFP and amendments issued in this regard.
2. The mutual rights and obligations of "APSSDC" and the Vendor shall be as set forth in the Agreement, in particular:
  - (a) "APSSDC" shall make payments to the Vendor in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.



**In presence of**

**Signed by**

For and on behalf of APSSDC

( "APSSDC, Vijayawada")

(Witnesses) (i)

(ii)

(Authorized Representative)

(Witnesses)

(i)

(ii)

For and on behalf of Vendor

(Authorized Representative)

## Draft GENERAL CONDITIONS OF CONTRACT

General Provisions:

Definitions:-

In this Agreement, unless the context requires otherwise:

- i. **"Applicable Law"** means the laws and any other instruments having the force of law in India for the time being.
- ii. **"Vendor"** shall mean an Individual Company registered under the Companies Act 1956/ a registered firm as per qualification criteria detailed in RFP who participates in the Bidding process.
- iii. **"Vendor"** or **'supplier'** shall mean the Vendor Company after selection through the RFP with whom the order has been placed for supplying item as specified in this RFP/ Agreement and shall be deemed to include the Vendor's successors, representatives (approved by APSSDC), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Agreement.
- iv. **"Vendor's Team"** means the successful Vendor who has to provide goods and comprehensive warranty under the scope of this RFP / Agreement. This definition shall also include any and/or all of the employees of Vendor, their authorized agents and representatives or other personnel employed or engaged either directly or indirectly by the Vendor for the purposes of the RFP/ Agreement.
- v. **"Vendor's Representative"** means the person or the persons appointed by the Vendor from time to time to act on its behalf for overall co-ordination, supervision and Project management.
- vi. **"APSSDC's Representative"** shall mean the person appointed by APSSDC from time to time to act on its behalf at the site for overall coordination, supervision and Project management at site.
- vii. **"APSSDC"** shall mean Andhra Pradesh State Skill Development Corporation and shall include its legal representatives, successors and permitted assignees.
- viii. **"Agreement"** means all Schedules and the contents and specifications including the annexure, and any further amendments issued by APSSDC, of the RFP and contents of this Agreement. *Notwithstanding the foregoing, in the event of a conflict between the Agreement and the RFP, the terms of this Agreement shall prevail.* In the event of a conflict between the Agreement and the Schedules, the terms of the Agreement shall prevail;
- ix. **"Agreement Price / Value"** means the price payable to the Vendor under the Agreement for the full and proper performance of its contractual obligations.
- x. **"Day"** means calendar day.
- xi. **"Deliverables"** means the products, inclusive of comprehensive warranty agreed to be delivered by the Vendor in pursuance of this Agreement as defined in the RFP
- xii. **"Effective Date"** hereto. If this Agreement is executed in parts, then the date on which the last of such Agreement is executed shall be construed to be the effective date.
- xiii. **"Government" or "GoAP"** means the Government of Andhra Pradesh.



- xiv. **"Personnel"** means professionals and support staff provided by the Vendor and assigned to perform supply of goods and fulfill warranty obligations or any part thereof."
  - xv. **"Third Party"** means any person or entity other than the Government, APSSDC, and Vendor.
  - xvi. **"In writing"** means communicated in written form with proof of receipt.
  - xvii. **"Performance Guarantee"** shall mean the guarantee provided by the Vendor in favor of APSSDC for an amount specified in the RFP. The Performance Guarantee may be in the form of or Demand Draft or a Bank Guarantee.
  - xviii. **"Project"** shall mean a scheme announced by GOAP under which items/components are to be provided to certain Category of eligible students in the State of Andhra Pradesh.
  - xix. **"RFP" or "Request for Proposal"** means the documents containing the Qualification, Commercial and Legal Specifications. It includes Annexure(s), schedules and the clarifications, explanations and amendments issued from time to time.
  - xx. **"Service Level"** means the level of performance which will apply to the supply of hardware/components/ items and performance of warranty obligations as set out in the RFP."
  - xxi. **"service Level Agreement (SLA)"** means the Level of Services to be provided by Vendor as provided in this document"
  - xxii. **"Warranty"** means the obligation of the vendor to supply quality and quantity of goods and associated services delivered to the Stakeholders of the Project using the tangible and intangible assets created, procured, installed, managed and operated by the Vendor and includes but is not limited to the list of services specified in the RFP.
  - xxiii. **"sign-off"** shall mean a written certification issued by APSSDC evidencing the acceptance, approval or completion, as the case may be, of any deliverable that may be required in terms of the Agreement.
  - xxiv. **"Stakeholders"** includes APSSDC & APSSDC Employees; Government of Andhra Pradesh; Schools in Andhra Pradesh; Teachers & Principals of Educational Institutions; and such other persons/entities that have direct or indirect role in the Project.
- b. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
  - c. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.
  - d. The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

### **Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between "APSSDC" and the Vendor. The Vendor,



subject to this Agreement, has complete charge of Personnel performing the supply of goods and warranty Services and shall be fully responsible for the supply of goods and warranty Services performed by them or on their behalf hereunder.

### **Sub-Contracting**

The Vendor shall not assign to others, in whole or in part, their obligation to perform under the Agreement, except with APSSDC's prior written consent. The Vendor shall notify and obtain concurrence from APSSDC in writing of all subcontracts awarded under the Agreement. Such notification, in the original quotation or later, shall not relieve the Vendor from any liability or obligation under the Agreement.

### **Survival**

The provisions of the clauses of this Agreement in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Agreement and in relation to confidentiality, the obligations continue to apply unless APSSDC notifies the Vendor of its release from those obligation

### **Scope of Work/Agreement**

- a. Scope of work shall be as defined in this Agreement, Scope of Work including specifications and the Service Level Agreement and annexes thereto of the RFP.
- b. APSSDC has engaged the Vendor for Supply, Commissioning, and Maintenance of various items/components. The Vendor is required to *supply the items, offer the Pre-dispatch inspection, facilitate the Post-delivery sample Inspection and testing, provide comprehensive warranty and manning and operating the Service Centres* along with support and infrastructure as necessary during the term of this Agreement and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and this Agreement and are deemed necessary by APSSDC in order to meet its requirements (hereinafter "Scope of Work").
- c. If any services, functions or responsibilities not specifically described in this Agreement are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Agreement, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in this Agreement.
- d. APSSDC reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which arise not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work pursuant to the RFP.

### **Commencement, completion, modification and of contract**

**Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of signing of this agreement.



**Termination of Contract:** Termination of the Contract will be in compliance to Clause of termination detailed in this document.

**Commencement of Services:** The VENDOR shall commence the Services immediately from the date of signing the Contract by both the parties.

**Expiration of Contract:** Unless terminated earlier under some exceptional grounds mentioned in RFP, this Contract shall expire on the day of completion of warranty on the product.

**Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

**Modifications or Variations:** (a) Client/Authority can modify terms and conditions of this Contract subject to mutual agreement between the Parties (b) Any modification or variation of the terms and conditions of this Contract not covered under the (a) above, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party. In cases of substantial modifications or variations, the prior written consent of the Client/Authority is required.

## **Performance Bank Guarantee**

- a) The successful Bidder shall at his own expense may deposit with APSSDC, within 15 (fifteen) days after the receipt of notification of award of the Letter of Intent/Purchase order from APSSDC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to APSSDC, in the format prescribed in this RFP, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.
- b) The Performance Guarantee may be submitted as Demand Draft/Banker's Cheque/bank Guarantee from a Scheduled Bank.
- c) This Performance Guarantee shall be for an amount equivalent to 10% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the Project which includes warranty obligations on the product. Subject to the terms and conditions in the performance Bank Guarantee, at the end of project the final acceptance sign off ,the Performance Bank Guarantee may be discharged/ returned by APSSDC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee. The Bank Guarantee should be in favour of will be intimated later.

## **Vendor's obligations:**

1. **Standard of Performance:** The VENDOR shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound



management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

2. The VENDOR shall always act, in respect of any matter relating to this Contract or to the Services to the Client/Authority, and shall at all-time support and safeguard the Client/Authority's legitimate interests in any dealings with Third Parties.
3. **Conflict of Interests:** The VENDOR shall hold the Client/Authority's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own interests. If during the period of this contract, a conflict of interest arises for any reasons, the VENDOR shall promptly disclose the same to the Client/Authority and seek its instructions.
4. **Confidentiality:** Except with the prior written consent of the Client/Authority, the VENDOR and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract, nor shall the VENDOR and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
  - a. **Accounting, Inspection and Auditing:** APSSDC reserves the right to inspect and monitor/assess the progress of the work related to commissioning, maintenance at any time during the course of the Agreement, after providing due notice to the Vendor. APSSDC may demand and upon such demand being made APSSDC shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the Project.
  - b. APSSDC shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by APSSDC and the Vendor undertakes to cooperate with and provide to APSSDC/any other Vendor appointed by APSSDC, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Vendor failing which APSSDC may without prejudice to any other rights that it may have issue a notice of default.

### **APSSDC's Obligations**

#### **Assistance and Exemptions**

APSSDC shall use its best efforts to ensure that the APSSDC shall:

- i. Coordinate with officials, agents and representatives of the Government to the extent as may be necessary or appropriate for the prompt and effective implementation of the Project.
- ii. Provide to the Vendor and Personnel any such other assistance as may be specified in the Agreement.





## **Changes in the Applicable Law Related to Taxes and Duties**

If, after the date of this Agreement, there is any change in the Applicable Laws of India with respect to taxes and duties, whether direct or indirect, which are directly payable by the Vendor, which increases or decreases the cost incurred by the Vendor in supplying the goods and performing the warranty Services, then the same shall be to the account of the Vendor.

## **Statutory Requirements**

During the tenure of this Agreement nothing shall be done by the Vendor in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep APSSDC indemnified in this regard.

## **Administration**

- a. Either party may appoint any individual as their authorized representative through a written notice to the other party. Each representative shall have the authority to:
  - i. Exercise all of the powers and functions of his/her Party under this Agreement other than the power to amend this Agreement and ensure the proper administration and performance of the terms hereof and
  - ii. Bind his or her Party in relation to any matter arising out of or in connection with this Agreement.
- b. The Vendor shall be bound by all undertakings and representations made by the authorized representative of the Vendor and any covenants stipulated hereunder with respect to this Agreement for and on their behalf.
- c. For the purpose of execution or performance of the obligations under this Agreement APSSDC's representative would act as an interface with the nominated representative of the Vendor. The Vendor shall comply with any instructions that are given by APSSDC's representative during the course of this Agreement in relation to the performance of its obligations under the terms of this Agreement and the RFP.
- d. A Committee comprising of representatives from APSSDC and the Vendor shall meet on a monthly basis to discuss any issues/bottlenecks being encountered. The Vendor shall draw the minutes of these meetings and circulate to APSSDC.

## **Warranty**

Warranty period will be considered (including Spares-Parts/ Service / Labour /On-site, comprehensive) from the date of installation of items. During warranty period the vendors should conduct preventive maintenance once in a six months besides attending the calls.

1. The Vendor warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor that may develop under normal use of the supplied goods in the conditions



prevailing in the country of final destination.

2. The Vendor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the Vendor shall, make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out further performance tests.
3. The equipment supplied should achieve required up time, wherever applicable.
4. APSSDC/user shall promptly notify the Vendor in writing of any claims arising under this warranty.
5. Upon receipt of such notice, the Vendor shall, within the period specified in GCC and with all reasonable speed, repair or replace the defective goods and services or parts thereof, without costs to the user.
6. If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the APSSDC/user may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the APSSDC /user may have against the Vendor under the contract.

#### **Service level agreement& incidental services:**

1. The Vendor may be required to provide any or all the following services, including additional services:
  - a. Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract, and
  - b. Training of APSSDC and/or its user organization personnel, at the Vendor's site and / or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied goods and services.
2. Prices charged by the Vendor for the preceding incidental services, if any, should be indicated separately, and same will be mutually negotiated separately.
3. The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Selected Vendor to APSSDC for the duration of this Agreement.
4. The selected Vendor and APSSDC shall regularly review the performance of the services being provided by the Selected Vendor and the effectiveness of this SLA.

#### **Definitions**

For purposes of this Service Level Agreement, the definitions and terms as specified in the Agreement along with the following terms shall have the meanings set forth below:

- a. **"Incident"** refers to any event specifying the defect in hardware or its component and accessory virus in IT hardware or Operating System Problem or problems in pre-loaded



software.

- b. **"Helpdesk Support "** shall mean the call center which will be set up by the Vendor.
- c. **"Resolution Time"** shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or asking the student in case of a hardware or software technical issue which can only be resolved at the incident resolved at the nearest Service Center or the time taken by Service Centre to resolve a defective item at this service center.

### **Category of SLAs**

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Vendor shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the Vendor shall be reviewed by APSSDC as following:

- a) Adherence of delivery as per the schedule.
- b) Regularly check performance of the Vendor against this SLA.
- c) Discuss escalated problems, new issues and matters still outstanding for resolution.
- d) Review of statistics related to rectification of outstanding faults and agreed changes.
- e) Obtain suggestions for changes to improve the service levels.
- f) Periodic inspection of selected Vendor's Help Desk Records like:
  - i. Volume of Calls, and tickets
  - ii. Types of Incidents and requests
  - iii. Time to resolve, ASA and Rate of Abandoned Calls
  - iv. Systems involved
  - v. Areas involved

The SLA has been logically segregated in the following categories:

- a. Pre-Dispatch Inspection
- b. Implementation Service levels/Delivery Schedule
- c. Warranty obligations
- d. Compliance and Reporting Procedures

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the duration of the Agreement. Please note that the Vendor should provide comprehensive, end-to-end service including supply and commissioning, replacement of the defective items in case of physical damage. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied. All penalties shall be paid by the Selected Vendor to APSSDC.



## Delivery Schedule Levels

**Table 1: Delivery Schedule**

S No.	Quantity to be delivered	Target	Penalty
1	100% of ordered quantity	4 weeks	A Penalty of 1% for first two weeks, 2% per week for every subsequent week subject to a maximum of 10% of the undelivered quantity. In case delay in delivery exceeds 4 weeks, contract shall be terminated.

Delivery location, Address list of SCHOOLS and SPOC from the respective locations will be provided by APSSDC after signing of agreement.

## Warranty& AMC obligations

**Table 2: Replacement of faulty Items/components SLA**

Type of Incident	Resolution time	Penalty
Incident 1	T	No Penalty
Repair of the IT hardware or the components including accessories which can be Repaired in the Service center has to be fixed within 2 days of reporting of the problem.  T shall be the agreed resolution time which in case of repair is 2 (two) working days.	T1 = T+2 days	0.5% of the value of the item for every unresolved incident.
	T2 = T1+2	1% of the value of the item for every unresolved incident.
	> T2	2% of the value of the item for every unresolved incident subject to a maximum of 15 days. After 15 days Vendor shall replace the Student's item with the new item along with a penalty of 20% of the value of the item to APSSDC
Incident 2	T	No Penalty
Replacement including the Faulty items/ components and faulty operating system as mentioned above to be replaced within 4 days of reporting the problem.  The Vendor should maintain at least 2% inventory to carry out the replacement work.		

Type of Incident	Resolution time	Penalty
The Vendor shall attract 20% extra penalty on the total penalty calculated from Incident 1 & Incident 2 when the cases of Resolution Time > T2 exceeds 100 in number per District on a monthly basis.	T1 = T+4 days	1% of the value of the item for every unresolved incident.
	T2 = T1+2	2% of the value of the item for every unresolved incident.
	> T2	5% of the value of the item for every unresolved incident subject to a maximum of 15 days. After 15 days Vendor shall replace the Student's item with the new item along with a penalty of 20% of the value of the item to APSSDC
Incident 3	T	No Penalty
Replacement of the IT hardware in case of defective IT hardware or irreparable IT hardware as declared by the Vendor to be replaced within 15 days of reporting the problem.	> T	A Penalty of 5% per week subject to a maximum of the total value of the item.

### Compliance & Reporting procedures SLAs

**Table 3: Compliances & Reporting procedure SLAs**

S. No.	Measurement	Definition	Target	Penalty
1.	Submission of MIS Reports.	The selected Vendor shall submit the MIS reports as requested by the APSSDC. The MIS reports shall be shared on a quarterly basis unless specified by a written request from APSSDC.	Report for the delivery shall be submitted by the first week of the next month. Penalty shall be levied only after the 10th of the month of submission.	INR 500 every 1 day of delay in submission on an incremental basis to a maximum of INR 2,500.

### SLA Review Process

- Either APSSDC or the selected Vendor may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.



- c. APSSDC and the Vendor shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Vendor will then communicate the resolution to all interested parties.
- d. In case the issue is still unresolved, the arbitration procedures described in this document will be applicable.

#### Penalties

- a. The total Penalty in the year shall not exceed 5% of the total value of the Order.
- b. Default beyond 5% of the total value of the order, on account of any reason whatsoever, will be deemed to be an event of default and termination.

#### Payment Schedule

- a. Payments will be released by the APSSDC only on satisfactory acceptance of the deliverables for each Task as per the following schedule:
- b. Additionally, all payments to be made to the Vendor shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, charges and levies (central or state or local); will be to the account of Vendor.
- c. The Vendor shall also bear all personal/income taxes levied or imposed on its personnel etc. on account of payment received under this Agreement. Vendor shall further bear all income/corporate taxes, levied or imposed on account of payments received by it from the APSSDC for the work done under this Agreement.

S.	Payment Schedule	Fee Payable	Documents
1.	On delivery of the hardware/ components at the locations specified by APSSDC. This shall include installation.	80% of the Order value	Payable against the following: <ol style="list-style-type: none"> <li>1. Performance guarantee</li> <li>2. Original Invoice</li> <li>3. Quality Certificate from the respective OEM</li> <li>4. Insurance Certificate</li> <li>5. Pre-Dispatch Inspection Report issued by Third Party Inspection Agency engaged by APSSDC</li> <li>6. Delivery acknowledgment at district headquarters/ block</li> <li>7. Post Delivery Inspection Certificate</li> <li>8. Service Center Operational Certificate</li> </ol>
2.	Post UAT.	20% of Order value.	Confirmation and certificate of UAT.

**Payment for AMC:** Payment under annual maintenance contract (AMC), if applicable will be made post warranty period and as per proposal submitted by the vendor.



### **Prices**

Prices charged by the Vendor for goods delivered and services performed under the contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustments authorized in special conditions of contract or in the request for bid validity extension, as the case may be. (Please refer Annexure for item wise prices quoted)

### **Assignment**

The Vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent from APSSDC.

### **Delays in the supplier's performance**

1. Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the APSSDC in the specifications.
2. If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the APSSDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, APSSDC shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages.
3. A delay by the Vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of appropriate liquidated damages, unless an extension of time is agreed upon by APSSDC without liquidated damages.

### **Applicable law**

The contract shall be interpreted in accordance with appropriate Indian laws. Each Party to this Agreement and the SLAs accept that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Agreement and the SLA are subject to their respective compliance with all applicable laws and regulations.

### **Jurisdiction of Courts**

The Arbitration proceedings shall be held in High Court of Judicature at Hyderabad for the States of Telangana and Andhra Pradesh or the High Court which may be established in the State of Andhra Pradesh and will have exclusive jurisdiction to determine any proceeding in relation to this Agreement.

### **Notices**

1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's address.
2. A notice shall be effective when delivered or tendered to other party whichever is earlier.

### **Taxes and duties**

The vendor shall be entirely responsible for all taxes, duties, license fee Octroi, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned.



### **Insurance**

- The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.
- The insurance shall be in an amount equal to 110 percent of the value of the Goods from “Warehouse to warehouse (final destination)” on “All Risks” basis including War Risks and Strikes, valid for a period not less than 3 months after installation and commissioning.
  1. The selected Vendor shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance for the Laptop, data, software, equipment etc. till the delivery.
  2. All costs related to insurance shall be borne by the selected Vendor for goods supplied under the Agreement against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
  3. The entire cost of transportation from the Manufacturing Plant or Port of Landing to the designated destination as specified by APSSDC shall be borne by the selected Vendor.
  4. The Laptops and other equipment supplied under the Agreement shall be covered with comprehensive insurance by the selected vendor till the delivery and acceptance by the respective institutions. The Insurance Certificate shall form a part of final acceptance sign off document.

### **Hardware installation**

The vendor is responsible for all unpacking, assemblies, wiring, installations, cabling between computer units and connecting to power supplies. The vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the computer hardware at all installation sites.

### **Transportation**

Transport of the goods to the project site(s) shall be arranged by the vendor at his cost.

### **Packing, inspection and acceptance**

1. The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the APSSDC.

### **Licenses**

The software as applicable will be used throughout Andhra Pradesh or user's sites even outside Andhra Pradesh.





### **Termination**

**Termination by the Client** - The Client / Authority may, by not less than Fifteen (15) days' written notice of termination to the VENDOR, such notice to be given after the occurrence of any of the events, terminate this Agreement, if:

- a. The VENDOR fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within Fifteen (15) days of receipt of such notice of suspension or within such further period as the Client/Authority may have subsequently granted in writing;
- b. The VENDOR becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. The VENDOR fails to comply with any final decision reached as a result of arbitration proceedings;
- d. The VENDOR fails to comply with the decisions of the Client;
- e. The VENDOR submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the VENDOR knows to be false;
- f. Any document, information, data or statement submitted by the VENDOR in its Proposals, based on which the VENDOR was considered eligible or successful, is found to be false, incorrect or misleading; or
- g. As the result of Force Majeure, the VENDOR is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **Termination for convenience**

1. APSSDC, may at any time by giving 15 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the APSSDC/Purchaser's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
2. The goods those are complete and ready for shipment within Fifteen (15) days after the vendor's receipt of notice of termination shall be accepted by the APSSDC at the contract terms and prices. For the remaining Goods, the APSSDC may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

**Termination by the VENDOR** - The VENDOR may, by not less than Fifteen (15) days' written notice to the Client, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- a. the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the VENDOR may have subsequently agreed to in writing) following the receipt by the Client of the VENDOR's notice specifying such breach; the VENDOR becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- b. As the result of Force Majeure, the VENDOR is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- c. The Client fails to comply with any final decision reached as a result of arbitration.



**Payment upon Termination** – Upon termination of the Agreement, no payment shall be made by the Client/Authority to the VENDOR Payments can be made to the extent of satisfactory work done, duly certified by the client/authority

**Cessation of Rights and Obligations and Services:** Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

- a) such rights and obligations as may have accrued on the date of termination or expiration,
- b) the obligation of confidentiality, the VENDOR's obligation to permit inspection, copying and auditing of its accounts and records by APSSDC

Upon termination of this Agreement by notice of either Party to the other Party, the VENDOR shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

**Limitation of Liability:**

Except in case of gross negligence or willful misconduct on the part of the Vendor or on the part of any person or firm acting on behalf of the Vendor in carrying out the work, the Vendor, with respect to damage caused by the Vendor to APSSDC's property, shall not be liable to APSSDC:

- for any indirect or consequential loss or damage;
- for any direct loss or damage that exceeds the total value of the Agreement or the proceeds the Vendor may be liable to receive from any insurance maintained by the Vendor to cover such a liability, whichever is higher

**Indemnification**

- a) Subject to Clause below, the IA (the "Indemnifying Party") undertakes to indemnify Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.
- b) If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Deliverables/ Services/ Goods/Materials provided by the Indemnifying Party infringes a copyright, trade secret, patents or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) the Indemnified Party's misuse or modification of the Deliverables; or (b) the Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; or (c) the Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any Deliverable is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for



Indemnified Party to continue using it, or (ii) replace it with a non-infringing equivalent, or (iii) modify it to make it non-infringing.

- c) The Indemnifying Party shall indemnify the Indemnified Party against all losses (including loss of business, reputation, profits, revenue etc.), claims, damages, compensation, charges (including attorney fees) etc. arising out of data loss, data theft, data misuse, data tempering, unauthorized use or disclosure of Confidential Information etc. attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.
- d) The indemnities set out in above Clause shall be subject to the following conditions:
- i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings;
  - ii. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at the Indemnifying Party's cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
  - iii. If the Indemnifying Party does not assume full control over the defence of a claim as provided in this clause, the Indemnified Party may participate in such defence at the Indemnifying Party's sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate;
  - iv. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

### **Risk Purchase**

If the Service Provider fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by Purchaser due to breach of any obligations of the Service Provider under this Agreement, Purchaser reserves the right to procure same or equivalent services / goods/ Deliverables from alternative sources at the Service Provider's risk and responsibility. Any incremental cost borne by Purchaser in procuring such services/goods/deliverables shall be borne by the Service Provider. Any such incremental cost incurred in the procurement of the material from alternative source will be recovered from the undisputed pending due and payable payments /Security Deposit / Bank Guarantee provided by the Service Provider under this Agreement and if the value of the services/materials under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered if necessary by due legal process

### **Liquidated damages**

In the event of the Service Provider failure to submit the Bond, Guarantees and Documents and supply the equipment as per the RFP, the contracting Authority may at its discretion withhold any payment until the completion of the contract. Contracting Authority shall deduct from the payment due to the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract



price of the corresponding milestone payment of the delayed/ undelivered services for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of corresponding milestone payment of the delayed/ undelivered services. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Contracting Authority under the contract and law.

Once the liquidated damages exceeds 10% of the contract value, the contracting authority reserves right to terminate the contract.

### **Force majeure**

1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the APSSDC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the Vendor shall promptly notify the APSSDC in writing of such condition and the cause thereof. Unless otherwise directed by the APSSDC in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents, employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **Settlement of disputes**

- a) Performance of the contract is governed by the terms & conditions of the contract, in case of dispute between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, the Parties may go for arbitration.
- b) **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Client/Authority and the VENDOR, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- c) Arbitration proceedings/any other legal proceedings shall be held in Vijayawada and the language of the arbitration proceedings and that of all documents and communications between the parties shall English
- d) Arbitrator under this agreement is identified as the CEO of APSSDC



- e) The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- f) The limitation period for referring the dispute to the Arbitrator will be 30 days.

### **Fairness and good faith**

**Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.