

**RFP for
Installation, Implementation, Training & Maintenance
of Integrated Electronic Project & Document
Management System (EPDMS) for Amaravati Capital
city**

[CRDA-15030\(43\)/1/2018-GISDMNGR1-INFORSYS-APCRDA](#)

APRIL 2018



AP CRDA, Lenin Centre, Vijayawada, AP, INDIA. 520002

Notice Inviting Tender (NIT)

NIT NO: CRDA-15030(43)/1/2018-GISDMNGR1-INFORSYS-APCRDA

Date: 10-04-2018

APCRDA invites Technical & Commercial proposals from the eligible bidders for Supply, Installation, Customization, Commissioning & Testing, Implementation, Training & Maintenance of Integrated Electronic Project & Document Management System (EPDMS) for Capital city – Amaravati.

The Request for Proposal (RFP) document including the Qualifications, Scope of the Project, General Conditions of Contract, Special Conditions of Contract, and Templates for Technical & Financial bids is available in <https://crda.ap.gov.in/>

The eligible bidders are requested to submit their Techno – Commercial bids in the Tender box placed in APCRDA office, Vijayawada, on or before the bid submission date with all necessary documents.

Schedule of Bidding process (with timelines wherever applicable):

S. No.	Description	Date
1	Notification of NIT	10-04-2018
2	Last Date for receiving Prebid Queries	16-04-2018
3	Pre-bid meeting	17-04-2018 11:00 AM IST
4	Last Date for Submission of bid documents	24-04-2018 03:00 PM IST
5	Opening of Bid Documents	24-04-2018 04:00 PM IST
6	Tentative date of declaration of Eligible firms	25-04-2018
7	Technical Presentation by Bidders qualified in Eligibility Criteria.	27-04-2018
8	Tentative Date of Declaration of Technically Qualified firms	28-04-2018
9	Opening of Financial Bids	30-04-2018
10	Issue of LOA / Work Order to successful bidder	01-05-2018

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Commissioner

APCRDA

Table of Contents

1.	INTRODUCTION	7
2.	NEED FOR EPDMS	7
3.	BRIEF FUNCTIONAL REQUIREMENTS	8
4.	DETAILED FUNCTIONAL REQUIREMENTS	10
4.1.	General Requirements	10
4.2.	Image/Photo Management Functionality	11
4.3.	Project Contact List Functionality	11
4.4.	Transmittal Functionality	12
4.5.	Document Register & Review Functionality	13
4.6.	Technical Query Functionality	15
4.7.	Daily Reports and Dashboard functionality	16
4.8.	Correspondence Functionality	17
4.9.	Cost Control	18
4.10.	Overall lifecycle management and integration with other Enterprise systems	18
4.11.	Additional Features:	19
5.	DELIVERABLES FROM VENDOR	21
5.1.	Project Plan	21
5.2.	Licenses:	21
5.3.	Key Personnel	21
5.4.	Training:	22
5.5.	Annual Maintenance Contract:	22
5.6.	Deployment on cloud Infrastructure:	22
6.	TIMELINES AND PAYMENT SCHEDULES	22
	CONTRACT AGREEMENT	93
	Article 1. Contract Documents	94
	Article 2. Contract Price and Payment Terms	94
	Article 3. Effective Date	94
	Article 4. Appendixes	95
	APPENDIXES	95
1.	General Provisions And Interpretation	97
1.1	Definitions	97
1.1.1	General	97
1.1.2	Entities	98
1.1.3	Scope	99
1.1.4	Activities	102
1.1.5	Place and Time	102
1.2	Interpretation	102
1.2.1	Contract Documents	102
1.2.2	Governing Law	102
1.2.3	Governing Language	102
1.2.4	Relation between the parties	103
1.2.5	Singular and Plural	103
1.2.6	Headings	103
1.2.7	Entire agreement	103
1.2.8	Amendment	103
1.2.9	Independent Service Provider	103
1.2.10	Joint Venture	104

1.2.11	Location	104
1.2.12	Non waiver	104
1.2.13	Severability	104
1.2.14	Fairness And Good Faith	104
1.1.	1.3Representatives	106
1.3.2	Service Provider’s Representative	106
1.3.3	Objections and Removals	107
1.4	Notices	108
1.4.1	Overview	108
1.4.2	Approvals	108
1.4.3	Representative	108
1.5	Dispute Settlement	110
1.5.1	Dispute and Mutual Consultation	110
1.5.2	Arbitration	110
1.6	Copyright, Confidential Information, and Own- ership	110
1.6.1	Copyright	110
1.6.2	Confidential Information	110
2.	GUARANTEES, LIABILITIES,INDEM- NITIES, INSURANCE AND RISKS	112
2.1	Time Guarantee and Liquidated Damages Trig- ger	112
2.1.1	Guarantee	112
2.1.2	Triggering of Liquidated Damages	112
2.2	Service Conformity Guarantee and Performance Security Trigger	114
2.2.1	114	
2.2.2	114	
2.2.3	114	
2.3	IPR Warranty and Indemnity	114
2.3.1	IPR Warranty	114
2.3.2	IPR Indemnity	114
2.4	Limitation of Liability	116
2.4.1	116	
2.5	Indemnity	117
2.5.1	117	
2.5.2	117	
2.5.3	117	
2.5.4	118	
2.5.5	118	
2.5.6	118	
2.6	Insurances	119
2.6.1	119	
2.6.2	119	
2.6.3	119	
2.6.4	119	
2.6.5	119	
2.6.6	121	
2.7	Force majeure	121
2.7.1	121	
2.7.2	No Breach ofContract	121
2.7.3	Measures to beTaken	122
TERM,		TERMINAT
3.1	Term	124
3.1.1	Effectiveness of contract	124
3.1.2	Commencement of Services	124

3.1.5	Extension of time	124
3.2	Termination	125
3.2.1	Expiration of contract	125
3.2.2	Termination by the Client	125
3.2.3	Termination by the Service Provider	128
3.2.4	Termination of contract for failure to become effective	128
3.2.5	Cessation of rights and obligations	128
3.2.6	Cessation of Services	128
3.2.7	Payment upon Termination	129
3.2.8	Disputes about Events of termination	129
3.3	Modification	129
3.3.1	Permitted Modifications	129
3.3.2	Introducing a Change	129
3.3.3	Assignment	130
4.1	Price	131
4.1.1	131	
4.1.2	131	
4.1.3	131	
4.2	Payment Terms	131
4.2.1	131	
4.2.2	131	
4.2.3	131	
4.2.4	Suspension	133
4.3	Securities	134
4.3.1	Issuance of Securities	134
4.3.2	Advance Payment Security	134
4.3.3	Performance Security	134
4.4	Taxes and Duties	135
4.4.1	135	
4.4.2	135	
4.4.3	135	
RESPONSIBILITIES		136
5.1	Service Provider's Responsibilities	136
5.1.1	Standard of Performance	136
5.1.2	136	
5.1.3	Service Provider to affiliate not to engage in certain activities	136
5.1.4	Prohibition of conflicting activities	137
5.1.5	Accounting, Inspection and Auditing	137
5.1.6	Maintaining of records and reports	137
5.1.7	Equipment and materials furnished by the Client	137
5.2	Client's Responsibilities	138
5.2.1	138	
5.2.2	138	
5.2.3	138	
5.2.4	138	
5.2.5	138	
5.2.6	139	
5.2.7	Access to facilities	139
5.2.8	Counter personnel	139
5.2.9	Services, facilities and Property of the Client	140
SUBJECT OF CONTRACT		141
6.1	Project Plan	141
6.1.1	141	

6.1.2	141	
6.1.3	141	
6.1.4	141	
6.2	Documents Approval	142
6.2.1	Instructions and Specifications	142
6.2.2	Codes and Standards	142
6.2.3	Approval/Review of Documents by the Project Man- ager	142
6.2.4	Inspections	144
6.3	Personnel	145
6.3.1	Description of personnel	145
6.3.2	Replacement of personnel	145
6.3.3	Approval of personnel	145
6.3.4	Removal and / or Replacement of personnel	146
6.3.5	Working Hours, Overtime, Leave etc	146
Special Conditions of Contract		147
	Penalty Calculations	163

1. INTRODUCTION

The Government of Andhra Pradesh proposes to establish 'Amaravati', a world-class capital city for the State. The aspiration is to create a people's capital that is vibrant, diverse, inclusive and modern which is not only a glowing pride for all the people of Andhra Pradesh but also a magnet for skilled migrants, industries, business and professionals from across the world. It would synthesize the best features of urban planning, sustainability, and active governance to create an inclusive, highly livable, and world-class urban ecosystem.

The whole capital city programme would contain numerous projects of Buildings, Infrastructure and other Social Amenities and Utilities. With the above objective APCRDA plans to have an efficient Electronic Document Management System to effectively control the correspondences between various stakeholders and streamline work flow.

2. NEED FOR EPDMS

Due to massive nature of the programme with multiple projects ongoing concurrently, numerous documents and workflow processes are expected throughout each project lifecycle thus creating a need for an effective and efficient electronic system to streamline and control the whole process of Information Management System. The EPDMS/EIMS is expected cover the following features:

- Will streamline the work flows for design and construction business processes (RFIs, submittals, drawings, etc) under a collaborative environment.
- Will connect teams from multiple locations
- Requirement for information, traceability, functionality, control, and ensuring a very high availability of use for all document types
- Will be able to generate collaboration between the design environment, reviewers, and delivery contractors.
- Will have compatibility with design engineering applications (CAD and BIM) and mapping applications (GIS).
- Will seamlessly interface with Primavera P6 and illustrate 4D BIM data
- Will enable the users to deploy a smarter and effective design review process.

3. BRIEF FUNCTIONAL REQUIREMENTS

Major Requirements:

An EPDMS should provide all the below listed capabilities / requirements:

The intent of the EPDMS is to be able to manage the overall lifecycle of Infrastructure that is being developed in Amaravati. This includes the management of the design, project management, file management, workflows, construction management and other related processes. The EPDMS will be an Enterprise software and will hence have to integrate with various existing software, the details of which are provided in subsequent sections.

It is expected that a COTS software with the required capabilities is deployed, configured to requirements and integrations, customized to specific workflows and maintained by the service provider for a period of 3 years.

Design Management

- Requirement to streamline the work flows business processes under a collaborative environment.
- The solution should allow for a better and collaborative outcome. Requirement to connect teams often located in different locations
- Requirement for information, traceability, functionality, control, and ensuring a very high availability of Use
- Solution should be able to generate the collaboration between the design environment and supply chain.
- Solution should have compatibility with design engineering applications and mapping applications.
- It should enable the users to deploy a smarter and effective design review process.
- Should have BIM Compliance and interface facility
- Ability to Share files securely among different organizations
- Ability to integrate data with zones in a map specified (Geospatial capabilities)
- BIM Review platform – should have components of Data Visualization, segregation of model components as per colour, Project Schedule simulation, Issues resolution & clash checking.

Project Management

- Seamless integration with scheduling softwares like Primavera P6 and Microsoft Project (MSP)
- Tool must have the capability of configuring any kind of custom business process
- Solution must have the capabilities of catering the capital Planning which includes cashflow on company and project basis.
- Ability to view & integrate construction schedules with work packages
- Ability to create easy dashboards for Finance, Risk Management etc
- Ability to view / edit dashboards for entire design process including communications with Supply chain.
- Creation of Field Data forms for Mobile users & these forms should be accessible on an offline mode (even when network is unavailable)

File Management

- Ability to work on a standardized environment within the platform in the design stage
- Integrate CAD design applications (eg Autodesk, Bentley, Microsoft Office & ESRI suite of apps)
- Make documents available in multiple formats

- Index documents and engineering components
- Ability to Define who can view and edit project content
- Manage user authentication using Microsoft Active Directory
- Control group, user, and document level access
- Find documents and content using powerful search capabilities
- Create and manage file versions
- Track what happens to a document throughout its lifecycle
- Manage all reference files and relationships
- Find all files that reference any given drawing file
- Manage complex file relationships & dependencies

4. DETAILED FUNCTIONAL REQUIREMENTS

4.1. General Requirements

The following basic functionality should be available within all EPDMS solutions:

1.1 Functional requirements include but not limited:

- 1.1.1 Should provide an automated method to produce handover packages.
- 1.1.2 Should integrate with all standard Internet browsers, especially Microsoft Internet Explorer, and provide web collaboration provisions.
- 1.1.3 Should provide functionality for mobile devices and tablets.
- 1.1.4 Should provide each database field, presented via the user interface, to be searchable, sortable and reportable on an ad-hoc basis per unique end-user requirements.
- 1.1.5 Should provide an editable auto-number series per document/record type.
- 1.1.6 Should provide the ability to report across multiple projects and multiple contracts.
- 1.1.7 Should provide an ability to print/save forms, or reports, for each document/record type.
- 1.1.8 Should provide user-account security, which could be applied at the field level, as a minimum.
- 1.1.9 Should allow for the creation of custom document/record types.
- 1.1.10 Should provide an ability to add custom data fields and custom dictionaries, to any or all Document/Record types, unique to each EPDMS project or program.
- 1.1.11 Should provide an ability to Extract/Transform/Load all system data, into another medium (database, SharePoint, Excel, etc.)
- 1.1.12 Should require each document/record, to facilitate automated workflow scenarios, with stage-gates (when appropriate).
- 1.1.13 Should provide an ability to notify/alert project parties (internal and/or external) of their individual required actions, via Microsoft's Outlook client.
- 1.1.14 Tool must be having Hierarchal crchitecture to report the rolled up values from projects to program level.

1.2 General workflow includes:

- 1.2.1 Should provide an ability to customize workflows: based on document/record types, document/record status, business rule, or person/role responsible (ball-in- court).
- 1.2.2 Flexibility to copy, or change, existing workflow models across EPDMS projects.
- 1.2.3 Ability to provide proactive alerts (workflow assigned, workflow overdue, workflow completed, etc.) to contacts addressed in the workflow steps.
- 1.2.4 Ability to display, or report, the current status of all open workflow events.
- 1.2.5 In case of any APCRDA specific business processes to be required, tool must provide a easily configureable tool to accommodate the APCRDA process. E.g. below is the list of processes
 - 1. Method Statement
 - 2. Quality Assurance Plan Process
 - 3. site Closure Checklist
 - 4. Health and Safety Record Process
 - 5. Tree cutting record Process

4.2. Image/Photo Management Functionality

Images/Photos are import elements for project record. A robust EPDMS must accommodate this file medium.

2.1 Functional requirements include:

- 2.1.1 Should provide the ability to batch upload photos, to include relevant and searchable metadata elements.
- 2.1.2 Should provide the ability to batch file name change, photo images.

2.2 General workflow includes:

- 2.2.1 Images/photos are uploaded by end-user and forwarded to an approver.
- 2.2.2 Accepted images/photos are saved as database records. Rejected images/photos are deleted.

4.3. Project Contact List Functionality

A Contact List serves as a register of all project participants and provides information associated with email address, shipping/ mailing address, employed-by company, status on the projects, etc. The Contact List allows this information to be selected and populated within EPDMS records, without the need to ask the system user to retype this information into each new record.

3.1 Functional requirements include:

- 3.1.1 Contact's company information (company name, role on the project, key contact, status on the project).

- 3.1.2 Contact's professional information (first name, last name, full name, job title, email address, office mailing address, contact phone numbers, status on the project).
- 3.1.3 Ability to create a custom phone list or project roster from the Contact list.
- 3.1.5 Ability to capture multiple location (branch) information associated with the same company.
- 3.1.6 Ability to create various email distribution lists, based on information captured in the Contact records.
- 3.1.7 Ability to inactivate certain contacts which are no longer associated with a project.

3.2 General workflow includes:

- 3.2.1 End-user creates new Contact record; upon saving the record workflow is triggered which forwards Contact record to an approver.
- 3.2.2 Once approved by the approver, the Contract record becomes an active contact within the EPDMS.

4.4. Transmittal Functionality

An EPDMS should provide functionality to generate, transmit and track status (outbound & inbound) of all contractually required documents.

4.1 Functional requirements include:

- 4.1.1 Ability to pick documents/drawings from a pre-populated list within the EPDMS, for inclusion on the Transmittal form (rather than typing each/all items for each outbound Transmittal).
- 4.1.2 Should allow for the customization of a transmittal cover page (adding client logos, adding/removing database fields from the page, sorting/grouping/filtering database content, etc.)
- 4.1.3 Should allow for communications with external/internal project contacts; and/or between multi-contract contacts, associated with a single project.
- 4.1.4 Ability to capture all relevant Transmittal details (to-whom, from- whom, what is included, when was it sent, how was it transmitted, when/is a response due, etc.)
- 4.1.5 Ability to capture and track various information media formats and quantities.
- 4.1.6 Ability to select recipients individually, or as a pre-defined distribution list.
- 4.1.7 Ability to send Transmittal directly from the EPDMS tool, to an email address or distribution list.

- 4.1.8 Ability to track and report on overdue (or coming due) Transmittal acknowledgements.
- 4.1.9 DMS Functionality of the tool must be able to mark up and comment over the 2D/3D drawing while design review process.
- 4.1.10 The Markup feature must allow each stakeholder to comment and markup including the approval mechanism.
- 4.1.11 All the comments and markup must be stored in different tags (e.g Civil Comments, Electrical Comments etc).
- 4.1.12 The markup and comments can be filtered whenever required.
- 4.1.13 Revision control for the use of different set of comments/markup.

4.2 General workflow includes:

- 4.2.1 End-user creates a new Transmittal record; upon saving the record workflow is triggered which forwards Transmittal record to an approver.
- 4.2.2 Once approved by the approver, the Transmittal record becomes an active record within the EPDMS.
- 4.2.3 Once approved by the approver, the Transmittal is electronically distributed to all contacts which have been included in the Transmittal record.
- 4.2.4 Once the transmittal has been electronically distributed, the Required Acknowledgement date is tracked until the acknowledgement is received.

4.5.Document Register & Review Functionality

An EPDMS should provide functionality to register drawings, specifications, contractually required submittal content and to create review packages (internally or externally generated) and track them through all phases of the review process. Document/record types will include (Submittal, Inter-disciplinary Review, Drawing, Specification, etc.)

5.1 Functional requirements include:

- 5.1.1 Should provide the ability to pre-load expected documents, individually or as part of a package of items, for forecast planning and expediting.
- 5.1.2 Should provide the ability to register/track/search/report on all details associated with a document and any review cycles of the document itself, to include: itemized list of all drawings, specifications and submitted items, revision history for each document, time/date of document delivery, time/date of each individual document review (by reviewer contact and by revision), time/date of completion or overall review and return date or adjudication status of the document.
- 5.1.3 Should provide the ability to capture individual reviewer comments, across multiple revisions.

- 5.1.4 Should provide the ability to package documents, by purchase-order number, by specification section, by supplier, or by any other common metadata as required by the system user. Package should provide revision tracking, to include: status and date received/reviewed/returned.
- 5.1.5 Should provide a mechanism to generate an itemized transmittal cover-sheet, for the return of reviewed submittal documents to the supplier.
- 5.1.6 Should provide a mechanism for electronic mark-up/review of documents.
- 5.1.7 Should provide the ability to assign individual reviewers, from a pick list or from a distribution list and capture date sent to reviewer and date returned by reviewer.
- 5.1.8 Should provide the ability to capture, via text entry or attachment upload, the reviewers' comments and contractually specific status.
- 5.1.9 Should provide the ability to assign individual reviewers, provide a status list for each reviewer, provide a mechanism for capturing and tracking reviewer comments, provide a mechanism for a Lead Reviewer, or Primary Reviewer, to enter their comments and edit the comments of others.
- 5.1.10 Should provide the ability to track document revisions and maintain all associated information for each of the revision cycles.
- 5.1.11 Should provide the ability to highlight the latest submittal revision cycle (on reports, logs, etc.)
- 5.1.12 Should provide the ability to upload documents, or to link URLs (internal or external), with the overall document review and within the individual review cycles.
- 5.1.13 Should provide available fields necessary to capture: Drawing Number, Drawing Title, Designer (via the Contact List), Issue Date, Latest Bid Package, Latest Revision Number and Latest Revision Date.

5.2 General workflow includes:

- 5.2.1 End-user launches parallel workflow, to multiple contacts or a distribution list, for review of a document or package.
- 5.2.2 When reviewer completes their review (adds comments and status), workflow delivers document or package, along with reviewer's comments, to the contact assigned as Lead/Primary Reviewer.
- 5.2.3 Once Lead/Primary Reviewer adjudicates all comments, workflow continues and returns the document or package back to the original end-user from step (4.2.1).

4.6. Technical Query Functionality

An EPDMS should provide functionality to generate and track all informational elements associated with Technical Queries (TQs).

6.1 Functional requirements include:

- 6.1.1 Should provide the ability to register/track/search/report all data elements associated with a TQ, to include: question, question-by, question time, question date, proposed solution, answer/answer- by/answer time-date, status, date received/sent, status, date answer is requested by and resolution of TQ.
- 6.1.2 Ability to assign individual "To" and "From" contacts, from a pick-list and capture date sent and date returned.
- 6.1.3 Ability to capture short description information regarding purpose of TQ (like a title).
- 6.1.4 Ability to capture Work Impact values (work stopped, work impeded, etc.)
- 6.1.5 Ability to capture Reason for TQ values (field condition, owner request, etc.)
- 6.1.6 Ability to capture Question, Answer and Proposed Solution information.
- 6.1.7 Ability to capture date information for the "Question Signed Date" and "Answer Responded Date".
- 6.1.8 Ability to capture name of person who signed the question and the name of the person who signed the answer.
- 6.1.9 Ability to designate contacts (from a pick list or distribution list) to be copied on the Question, copied on the Proposed Solution and copied on the Answer.

6.2 General workflow includes:

- 6.2.1 Inbound TQs = end-user registers and uploads inbound TQ into the EPDMS. Workflow is triggered which will direct the inbound TQ to the TQ reviewer/responder for response.
- 6.2.2 Inbound TQs = Once the TQ reviewer has responded, workflow will then direct the TQ to an approver.
- 6.2.3 Inbound TQ = Once the approver has established a status for the TQ, the TQ will either be returned to the TQ reviewer (for editing), or the workflow will deliver the TQ back to the end-user for step 5.2.1.
- 6.2.4 Outbound TQ = end-user will draft TQ, workflow will then direct the TQ to an approver.
- 6.2.5 Outbound TQ = Once the approver has established a status for the TQ, the TQ will either be returned to the drafter (for editing), or the workflow will deliver

the TQ to the person responsible for transmitting the TQ outside the organization.

- 6.2.6 Outbound TQ = workflow will generate daily reminder alerts to the person tracking the return of the TQ, until the TQ record's status changes (closed, received, responded, etc.)

4.7. Daily Reports and Dashboard functionality

An EPDMS should provide functionality to generate and track all information captured within a Daily Report, or Inspection Report and in the form of a Dashboard website.

7.1 Functional requirements include:

- 7.1.1 Should provide an ability to create/track/search/report on field/daily reports, to include data associated with task/work activity, contractor, area/facility, weather conditions, equipment utilized onsite, field force details, material deliveries and any relevant Safety details.
- 7.1.2 Should provide the ability to report across multiple work shifts.
- 7.1.3 Should provide the ability for multiple inspectors, to submit multiple reports, on the same day or shift.
- 7.1.4 Should provide the ability to record labor hours for personnel and equipment, on a daily, or shift, basis.
- 7.1.4 The Dashboard must accurately provide information on all the projects across its lifecycle, on a real-time basis. There shall not be any manual integrations or import / export function for updating the data to be shown on the dashboard
- 7.1.5 The dashboard must be visually appealing and provide widgets that represent the progress achieved in various forms of charts / bar graphs / pie charts and the likes.
- 7.1.6 The dashboard must provide analytics and the option to drill-down into an increased level of granularity of data shown.
- 7.1.7 The dashboard must have user-access control, and different versions must be made available for Internal users, management and the public.
- 7.1.8 The dashboard must be Tablet and mobile compatible, in the form of an app or a response website.

7.2 General workflow includes:

- 7.2.2 End-user drafts Daily/Inspection Report; when status changes on the report (complete, to approver, etc.) workflow is triggered which will send the report to an approver. Once the approver has established a status for the Report, the Report will either be returned to the drafter (for editing), or the workflow will end with the report becoming a permanent part of the project record.

4.8. Correspondence Functionality

An EPDMS should provide functionality to register and track all inbound and outbound, contractually significant correspondence to include: Notices, Bulletins, Field Work Directives, Project Manager Instruction, Non-Compliance Notices, Non-Conformance Notices, etc.

8.1 Functional requirements include:

- 8.1.1 Should provide the ability to generate/track/search/report general project correspondence (letters, memos, notices, registered mail, etc.), inbound/outbound and hardcopy/electronic.
- 8.1.2 Should provide functionality to capture the following data elements: type of notice, title, description, approved by, approved date, corrective action description, corrective action approved by, corrective action approved date, reason for this action, acknowledged by, acknowledged date and acknowledged response. Also: impacts to cost, schedule, or scope.
- 8.1.3 Should provide the ability to assign unique, sequential tracking numbers, for each document sent/received, based on: To/From contacts, date sent/received, document/correspondence type, or subject/description.
- 8.1.4 Should provide the ability to link or attach items registered as Action Items.

8.2 General workflow includes:

- 8.2.1 End-user drafts outbound Correspondence; when status changes on the record (complete, to approver, etc.) workflow is triggered which will send the Correspondence to an approver.
- 8.2.2 Once the approver has established a status for the Correspondence, the Correspondence will either be returned to the drafter (for editing), forwarded to a queue for Transmittal, or the workflow will end with the Correspondence becoming a permanent part of the project record.
- 8.2.3 End-user drafts outbound Notice; when status changes on the record (complete, to approver, etc.) workflow is triggered which will send the Notice to an approver.
- 8.2.4 Once the approver has established a status for the Notice, the Notice will either be returned to the drafter (for editing), forwarded to a queue for Transmittal and the workflow will end with the Notice becoming a permanent part of the project record.
- 8.2.5 Approver can approve the pending task using the outlook only without login into the system.
- 8.2.6 System should also be able to capture the MOMs ,Action Items, Risks and Issues.

4.9. Cost Control

Cost Control Module will provide cost visibility and control, using workflows to standardize and automate cost transactions. The application includes universal linking to other business processes and documentation; full template capabilities to support practices across business units, programs, or project types; management of complex cost breakdown structures and business rules; and roll-up of project costs within the project and across the enterprise.

9.1 Budget Process: Tool must have functionality to approve and assign a budget to a project. Project data is broken down by cost codes. You must assign a budget to a cost code before you can write a contract against the code.

9.2 Budget Transfer: Tool must be capable of requesting a budget increase or reduction after establishing the original budget.

9.3 Fund Management: Must approve and assign fund accounts to projects Below must be the capabilities which must be available in the tool regarding fund appropriations.

- Project-level business process with workflow.
- Subtype line items with fund code, classification is generic

9.4 Contract Management: Gather key contractual information, such as vendor and type of contract, and send for approval in procurement workflows. This business process uses a Payment Applications schedule of values that tracks retention.

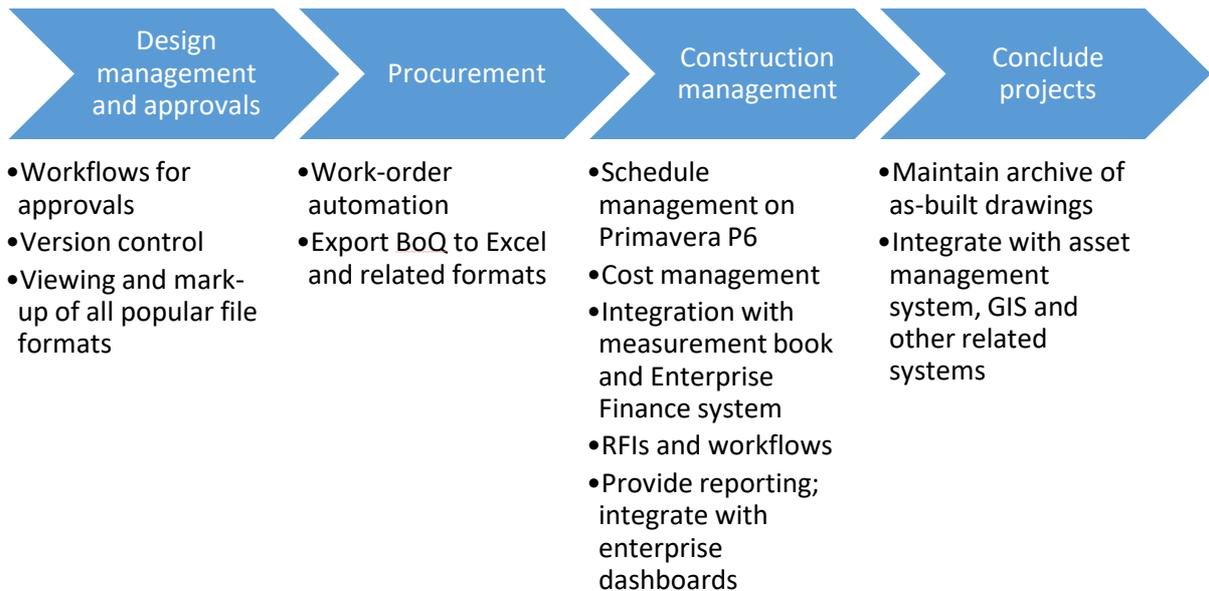
9.5 Change Order Process: Provides the ability to raise changes that may potentially impact the project. These changes are then reviewed and may eventually be consolidated into a formal Change Orders record.

9.6 RA Bill Process: Request payment on total commitments -- approved contract and change orders -- in procurement processes. Each Payment Applications record references a specific contracts record, displays a ledger of that contract's payment and retain age information, and updates the contract's Billing Break up.

9.7 PO Business Process: request payment on total commitments—approved contract and change orders—in procurement process. Each Payment applications record references a specific contracts record, displays a ledger of that contracts payment and retain age information, and updates the contract's Billing Break up.

4.10. Overall lifecycle management and integration with other Enterprise systems

The EPDMS should be able to interface with other enterprise applications used in Amaravati, in the context of asset lifecycle management and governance.



10.1 Integration with scheduling software

10.1.1 Maintain, report and manage project schedules in line with contracts

10.1.2 Integrate with Primavera P6, Microsoft Projects, Microsoft excel and equivalent software for import / export of schedules

10.2 Integration with Enterprise GIS system

10.2.1 Integrate with ESRI and other GIS systems to visualize various projects on map

10.3 Integration with Enterprise applications

10.3.1 Provide services to access data from EPDMS for Enterprise systems such as Asset management, dashboard systems and e-Measurement book

10.3.2 Provide services to upload / update data from Enterprise systems into EPDMS

10.3.3 Provide interfaces for upload / download / query of data or file or any information based on attributes for external systems

4.11. Additional Features:

11.1 Tool must enable someone enable you to assess the quality and integrity of a project throughout its life cycle. Create acceptance criteria to track and control project phases, and then define and track gate conditions for each phase of the project. Each gate condition is evaluated against project data and is marked complete when the condition is met. When all the conditions are met, the project moves to the next phase either automatically or manually.

11.2 Project & User E-mail Functionality: Tool must provide Project and User based email system where one can write/receive project based mails in dedicated Project Hierarchy.

11.3 Auto create functionality: Tool must be capable of creating auto-creating records whenever is required. As an example if any record has to be created daily on some scenario

11.4 Linked Record Functionality: All related BP records are interlinked and can be drilled down to each other record without browsing the different BPs record with the help of linked record functionality.

11.5 Audit trail: Tool must have standard front end functionality for audit trail for all the transactions to have proper accountability.

11.6 Cost Sheet Functionality: Tool must have a financial reporting feature which can be used to report all the cost transactions (Contracts, Billing Breakup, Budget Approval, Actual spends, Commitments) in a single place holder named as Cost sheet. A project owner can easily investigate any delays or cost overrun directly from Cost sheet.

11.7 Measurement Book or Work Certification Functionality: Prior to the RA Bill initiation, tool must have the functionality to certify the executed quantity which will further be captured as Measurement Book.

11.8 Response via mail Approval Process: Tool must be capable of responding to the action through mail directly without login into the system for any approval process.

11.9 Notices To Proceed: Any instruction or Green signal to any contractor must be sent through the tool.

11.10 Response via mail Approval Process: Tool must be capable of responding to the action through mail directly without login into the system for any approval process.

11.11 Markup/Commenting functionality during design review process: DMS Functionality of the tool must be able to mark up and comment over the 2D/3D drawing while design review process.

11.12 P6 Project update functionality: Tool must have capability of updating the p6 activities directly without again updating in p6. e.g. On Completion of any design review cycle, it must mark the corresponding task in p6 automatically.

11.13 Phase Gate Functionality: Tool must enable someone enable you to assess the quality and integrity of a project throughout its life cycle. Create acceptance criteria to track and control project phases, and then define and track gate conditions for each phase of the project. Each gate condition is evaluated against project data and is marked complete when the condition is met. When all the conditions are met, the project moves to the next phase either automatically or manually.

11.14 Minutes of Meeting and Action Item: The tool must provide to maintain and record all the MOMs happening during the project execution. It also deals with all the action items to be recorded in MOMs.

5. DELIVERABLES FROM VENDOR

5.1. Project Plan

The following deliverables are expected from the Service provider:

Prior to configuration, an inception report should be submitted, consisting of the below:

1. Software design report consisting of System architecture and proposed integrations
2. Detailed workflows in BPM methodology to be configured across the lifecycle
3. Gantt chart with timelines on implementation of overall project

Post Go-Live:

4. User manuals for training and use of software
5. Training and troubleshooting manuals for administrators

5.2. Licenses:

The present situation demands procurement of 200 licenses. However the payment for the licenses will be made based on actual utilization of the licenses. All updates, patches, bug fixes and so on will have to be provided by the Service provider for the period of the contract. **All updates**

5.3. Key Personnel

The following staff requirements are expected from the bidder:

Project Director	To provide overall direction to the project, and intervene in case of major issues. Min qualification: 15 years in Engineering software deployment or related fields	Available for all review meetings
Project Manager	Lead project implementation, integrations and adherence to timelines Min qualification: 10 years in Engineering software deployment or related fields	Stationed full-time until Go-Live, available for reviews after
Developer	Make necessary customizations, configurations and development	Stationed full-time until Go-Live
On-site resource (2)	Available for a period of 3 years to assist client in day to day operationalization including data entry, commissioning and support. Min qualification: 6 years in software development, deployment or related fields	Stationed full-time
Training Manager	For organizing training – 5 sessions at client site	As and when required

5.4. Training:

5 sessions of training will be provided to 50 members each in APCRDA's office with required user material. Printed copies of the User manual must be provided to the attendees of the workshop.

5.5. Annual Maintenance Contract:

Annual Maintenance will be provided to the client as part of the contract for a period of three years. The AMCC will include swift resolution of queries and issues and upgrades. Detailed service levels expected is provided in Contract document.

5.6. Deployment on cloud Infrastructure:

It is required that the application is deployed on a private cloud infrastructure, with servers preferably in India. **Application should be on secured, 99.9% up time cloud infrastructure.**

6. TIMELINES AND PAYMENT SCHEDULES

S.No.	Deliverables	Completion Timeline	Payment as % of contract fee
1	Inception report & Project Plan	T + 15 days	5%
2	Procurement, Installation & Commissioning of COTS software	T + 1 month	20%
3	"Go-Live": Customization & Completion of required integrations with Enterprise software /Systems.	T + 2 months	10%
5	Training	After satisfactory completion of all training sessions	5%
6	1 year after "Go-Live"	T + 14 months	20%
7	2 years after "Go-Live"	T + 26 months	20%
8	3 years after "Go-Live"	T + 38 months	20%
		TOTAL	100%

VOLUME II
INSTRUCTIONS TO BIDDERS

1

GENERAL

1.1 Scope of Bid

1.1.1

The Authority invites Bids for the Services described in these Bidding Documents, in accordance with the procedures, conditions and contract terms prescribed in the Bidding Document.

1.1.2

The title and identification number of the Notice Inviting Bids (NIB), resulting Contract(s), and brief description of service are provided in the BDS.

1.1.3

The schedule of bidding process is as specified in the BDS.

1.1.4

The successful bidder will be expected to complete its performance within the period stated in the BDS.

1.1.5

Bidder must be ready to accept the extension of the contract by a further period specified in the BDS on the same terms and conditions, if so desired by Authority.

1.1.6

The Official Website and the address of Authority's Office for the purpose of this Bidding Document shall be as specified in the **BDS**.

1.1.7

If the **BDS** so provides, alternative procedures forming part or all of what is commonly known as Tendering are available to the extent specified in, or referred to by, the **BDS**.

1.1.8

The Bidding documents can be obtained from the official website of the Authority at the Cost specified in **BDS**. In case the bidding documents are downloaded from the official website, a bank demand draft for an amount equal to the bid price, drawn in favour of the Client, shall be submitted along with the bid, attached to the bid form.

1.1.9

Throughout these bidding documents, the definitions in the Conditions of Contract shall apply; Services refer to Activity Schedule; Authority refers to employer, buyer, Client and owner; and Contractor refers to supplier, seller, Service Provider and vendor.

1.1.10

Throughout the Bidding Documents, the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt, and the term "days" means calendar days unless a different meaning is evident from the context.

1.2 General Instructions

1.2.1

Any entity which has been barred by the Central Government, any State Government, a Statutory Authority or a public sector undertaking, as the case may be, from participating in any project and the ban subsists as on the date of Bid, would not be eligible to submit a Bid.

1.2.2

This Bidding Document is not transferable.

1.2.3

Any award of contract pursuant to this Bidding Document shall be subject to the terms of Bidding Document.

1.2.4

The statements and explanations contained in this Bidding Document are intended to provide a better understanding to the Bidders about the subject matter of the Bid for which this Bidding Document is issued and it should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the bidder set forth in the Bidding Document or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the assignment to be awarded pursuant to this Bidding Document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.2.5 Liability

The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender document, the Bidding Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

1.2.6

By submitting a proposal, the Bidder agrees to promptly contract with the Authority for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with the Authority's due date will relieve the Authority of any obligation to the Bidder, and a different Bidder may be selected.

1.2.7

Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Authority.

1.2.8

The Bidders shall adhere to the terms of this Bidding Document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of noncompliance to the same. The Authority reserves its right to not accept such deviations to the Tender terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right.

1.2.9

Responses received become the property of the Authority and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

1.2.10 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Document, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

1.2.11 Prohibited Practices

For the purposes of this bid the Authority,

(a) defines "Prohibited Practice" to comprise of any or all of the following terms collectively

- (i) **Corrupt practice** means (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); Or (ii) Save and except as permitted under the Clauses relating to Bid security/Performance security of this Bidding Document as provided herein, engaging in any

manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (ii) **Fraudulent practice** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (iii) **Coercive practice** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - (iv) **Undesirable practice** means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process;
 - (v) **Restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in prohibited practices in competing for the contract in question; and
- (c) will black-list a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the Authority.

1.2.12 Cost of Bid

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.2.13 Definitions and Acronyms

"ITB" means Instructions to Bidders,

"BDS" means Bid Data Sheet,

"Paragraph" or "Para" refers to the paragraph number in the ITB or BDS,

"Sub-para" or "Sub-paragraph" refers to the sub paragraph of a para of ITB or BDS,

"Clause" or "Sub-Clause" refer to those in General Conditions of Contract (GCC) or Special Conditions of Contract (SCC),

1.3 Eligibility

1.3.1

This invitation for bids is open to service providers of specified in the **BDS**.

1.3.2

Proposals not complying with the 'Eligibility criteria' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the minimum eligibility criteria specified in the **BDS**.

1.3.3

If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, only those Bidders may participate that had been prequalified and continue to meet the eligibility criteria of this Paragraph ITB.

1.3.4

A firm or other entity that is ineligible according to any of the provisions of this bidding documents, may also not participate as a Joint Venture partner, or as Sub-contractor for or supplier of goods, works or services. If a bid becomes materially incomplete after removing ineligible entities, the bid may be disqualified.

1.3.5

Bidders shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.

1.4 Qualifications

1.4.1

By submission of documentary evidence in its bid, the Bidder must establish to the Client's satisfaction:

- (a) that it has the financial, technical, and production or performance capability necessary to perform the Contract, meets the qualification criteria specified in the BDS, and has a successful performance history. If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification;
(For the purposes of establishing a Bidder's qualifications, and unless stated to the contrary in the BDS, the experience and / or resources of any Subcontractor will not contribute to the Bidder's qualifications; only those of a Joint Venture partner will be considered.)
- (b) that, if a Bidder proposes Subcontractors for key services if and as identified in the **BDS**, these Subcontractors have agreed in writing to serve for the Bidder under the Contract(s) that may result from this bidding.

1.5 Pre-Bid meeting and/or Site visit

1.5.1

Bidders are encouraged to submit their respective Bids after visiting the site locations and ascertaining for themselves the site conditions, infrastructure and other available resources. The costs of visiting the site or sites shall be borne by the Bidder.

1.5.2

It shall be deemed that by submitting a Bid, the Bidder has:

- (i) Made a complete and careful examination of the Bidding document;
- (ii) Received all relevant information requested from the Authority;
- (iii) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Document or furnished by or on behalf of the Authority relating to any of the matters referred to sub-para in "General Instructions" paragraph ITB;
- (iv) Satisfied itself about all matters, things and information including matters referred to in, necessary and required for submitting an informed Bid, implementation of the Proposal in accordance with the Bidding Document and performance of all of its obligations there under;

- (v) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Document or ignorance of any of the matters refer to General Instructions" paragraph ITB, shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the bidder;
- (vi) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- (vii) Bidders shall have the opportunity to clarify doubts pertaining to the Bidding Document in order to clarify any issues they may have prior to finalizing their responses in the pre-bid conference. Responses to inquiries and any other corrections and amendments will be made available on the Authority's website as addenda to this Bidding Document.

1.5.3 Correspondence with the Bidder

Save and except as provided in this document, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid. The Authority may, in its absolute discretion, seek additional information or material from any Bidders after the bid due date and all such information and material provided must be taken to form part of that Bidders response.

1.5.4

The Authority shall be under no obligation to accept the lowest or any other offer received in response to this Bidding Document and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Authority reserves the right to make any changes in the terms and conditions of purchase. The Authority will not be obliged to meet and have discussions with any Bidder, and / or to respond to any representations.

2 THE BIDDING DOCUMENTS

2.1 Contents of Bidding Documents

2.1.1

The Bidding Document comprise the documents listed in in the BDS and addenda issued in accordance with "Amendment of Bidding Document" ITB.

2.1.2

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

2.1.3

The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.

2.2 Clarifications

2.2.1

The Authority on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders as per (vii) of "Pre-bid meeting and" or Site Visit" Para ITB. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Document. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.3 Amendment of Bidding Document

2.3.1

At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Document details by the issuance of Addenda.

2.3.2

Any addendum issued hereunder will be in writing/updated in the official website.

2.3.3

In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

3 PREPARATION OF BIDS

3.1 Language of bids

3.1.1

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the bidder and the Authority shall be written in English Language.

3.2 Documents Comprising the Bid

3.2.1

The bid submitted by the Bidder shall comprise the following:

(a) A Bid Form (**Form T1**) completed and signed by a person or persons duly authorized to bind the Bidder to the Contract with the following attachments:

- (i) Attachment **Form T2**: Bid Security furnished in accordance with "Bid Security" of ITB.
- (ii) (a) Attachment **Form T3**: Power of Attorney, duly authorized by a Notary Public, indicating that the person(s) signing the bid have the authority to sign the bid and thus the bid is binding upon the bidder;
(b) The authorized person of the firm as to sign the Power of Attorney in the prescribed form as a part of contract agreement.

(iii) Attachment **Cost of Bidding Documents** furnished in the form specified under sub-para 1.1.8 of "Scope of Bid" ITB, either in the form of a receipt of Bid Price paid or in the form of a Demand Draft drawn in the favour of the Client.

(b) **The Technical part** attachments consisting of the following:

- (i) Attachment **Form T4: Bidder's Particulars and Eligibility Criteria** (in the format indicated in Volume II (iv)) and **Form T8: Manufacture's Authorization Form**, duly completed by the bidder in the manner supported by documentary evidence as specified therein, establishing that the bidder satisfies the eligibility criteria referred to in "Eligibility" 1.3 ITB and is otherwise eligible to perform the contract if its bid is accepted;
- (ii) Attachment **Qualifications of the bidder** Documentary evidence establishing to the Authority's satisfaction, and in accordance with ITB "**Qualifications**", that the bidder Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been under- taken, and pursuant to ITB (a) of "Qualifications" Para ITB, the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification or, if there has been no change at all in said information, a statement to this effect;;
- (iii) Attachment **Form T5-T9:(Qualification of the Bidder)**-Financial Viability, General Experience Record, Joint Venture Summary if any, Similar Experience Record, Functional requirement self assessment, Project implementation details and as stated.
- (iv) Attachment Form T2: Format for Bank Guarantee

- (v) Other Technical Attachments- any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding Documents and specified in the BDS.

(c) **The Financial part** attachments consisting of the following:

- (i) **Attachment Form F1:** The Price Bid Form and Form F2: Cost Breakup (in the format indicated in Volume II, duly completed by the bidder in the manner and detail indicated therein and in accordance with the requirements of "Bid Prices" ITB.;
- (ii) Other Financial Attachments- any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding Documents and specified in the **BDS**.

3.2.2

The bidder shall submit offers which comply with the requirements of the Bidding Documents, including the basic technical requirements as indicated. The attention of bidders is drawn to the provision of **2.1.2** of "Contents of Bidding Documents" paragraph ITB regarding the rejection of bids which are not substantially responsive to the requirements of the Bidding Documents. Alternatives will not be considered unless permitted in **3.2.3** below.

3.2.3

When alternatives are explicitly invited or permitted, a statement to that effect will be included in the **BDS**, as will the submission requirements and the methods for evaluating such alternatives.

3.2.4

The Financial Bid should be furnished in the format at Price Bid form clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

3.3 Bid Prices

3.3.1

Unless specified otherwise in the **BDS**, the contract shall be for all the services referred to in 1.1.1 "Scope of Bid" ITB, based on the price schedules submitted by the bidder as part of the financial bid.

3.3.2

The bidder shall fill in price break-up for all cost items of the service. Prices indicated on the price schedules shall be entered separately in the manner and detail specified therein and in accordance with the other requirements specified in these documents.

3.3.3

Unless specified in the BDS, prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variations on any account. A bid submitted with an adjustable price quotation which is not consistent with this paragraph ITB shall be rejected by the Authority as nonresponsive.

3.4 Bid Currency

Prices shall be quoted in Indian Rupees only.

3.5 Validity of Bids

3.5.1

Bids shall remain valid, at a minimum, for the period specified in the **BDS** after the deadline date for bid submission prescribed by the Client, pursuant to "Due Date for Submission of Bids" 4.1 of ITB. A bid valid for a shorter period shall be rejected by the Client as non-responsive. For the convenience of Bidders, the **BDS** spells out the minimal original expiration dates for the validity of the bid. However, Bidders are responsible for adjusting the dates in the **BDS** in accordance with any extensions to the deadline date of bid submission pursuant to 4.1.2 of "Due Date for Submission of Bids" para of ITB.

3.5.2

In exceptional circumstances, prior to expiry of the bid validity period, the Client may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security, but in this case the bid will be out of the competition for the award. Except as provided in 3.5.3 of this para ITB, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to 3.6.2 of "Bid Security" para of ITB.

3.5.3

In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

3.6 Bid Security

3.6.1

The bid security is required to protect the Authority against the risk of the bidder's conduct which would warrant the forfeiture of the security, pursuant to 3.6.6 of this paragraph ITB. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

3.6.2

The Bidder shall furnish as part of its Bid, a Bid Security. The

(a) amount;

(b) form;

(c) period of validity beyond the bid validity date, as extended, if applicable, and

(d) the time period within which the bid security of the unsuccessful bidders will be returned are as specified in the **BDS**.

3.6.3

The Bid Security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid Security pursuant to 3.6.6 of this para ITB will apply to all partners to the Joint Venture.

3.6.4

The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in 3.6.6 of this para ITB. The Bidder, by submitting its Bid pursuant to this notification shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in the bid data sheet in this Bidding Document. No relaxation of any kind on Bid Security shall be given to any Bidder.

3.6.5

Unless executed or forfeited pursuant to 3.6.6 of this para ITB, Bid Securities, if any, will be returned, without any interest, as promptly as possible, and within the time period specified at 3.6.2 "Bid Security" ITB.,

(a) all Bidders upon annulment of the bidding pursuant to "Authority's Right to Accept any Bid or Reject any or all Bids" ITB;

(b) Bidders refusing a request to extend the period of validity of their bids pursuant to 3.5.2 "Validity of Bids" ITB;

(c) the successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Bidding Document;

(d) the unsuccessful Bidders at the same time as in (c), that is, when they are informed about the successful establishment of the contract with the successful Bidder.

3.6.6

The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/ or under the Agreement, or otherwise, under the following conditions

(a) In case of a **Bidder**

- (i) If he submits a non-responsive bid, or
- (ii) If he engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the 1.2.11 of "General Instructions" Para ITB, or
- (iii) If he withdraws his Bid during the period of Bid validity as extended by mutual consent of the respective Bidder(s) and the Authority;

(b) In the case of **Selected Bidder**, if he **fails** within the specified time limit

- (i) To sign and return the duplicate copy of LOA, or
- (ii) To sign the Contract agreement pursuant to "Contract Signing" 6.5.1 ITB,or
- (iii) To furnish the Performance Security within the period prescribed in the agreement, or
- (iv) Having signed the Contract agreement, commits any breach thereof prior to furnishing the Performance Security.

3.6.7

If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in 3.5.2 "Period of Validity of Bids" ITB, or
- (b) if the successful Bidder fails to sign the Contract in accordance with "Contract Signing and Performance Security" para ITB; or furnish a performance security in accordance with "Contract Signing and Performance Security" 6.5 ITB; the Borrower may, black-list or debar the bidder for a period of time as stated in the BDS from participating in future bids of the Authority.

3.6.8

A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Work is engaged by the Bidder, in any manner for matters related to or incidental to the implementation of this work during the Bidding Process or subsequent to the

- (i) Issue of the LOA or
- (ii) Execution of the Contract agreement.

In the event any such adviser is engaged by the Selected Bidder, after issue of the **LOA** or execution of the Contract Agreement, for matters related or incidental to the Scheme, then notwithstanding anything to the contrary contained herein or in the **LOA** or the Contract agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the **LOA** or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same.

For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this bid notification. Nor will this disqualification apply where such adviser is engaged after a period of three years from the date of operation of this Proposal/Assignment.

3.7 Sealing and Marking of Bids

3.7.1

The bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPIES**." The envelopes shall then be sealed in an outer envelope. The technical bid and financial bid shall be in two separate envelopes.

3.7.2

The inner and outer envelopes shall

- (a) be addressed to the Authority at the address provided at 1.1.6 "Scope of Bid" paragraph ITB;
- (b) bear the name and identification of the contract as defined in the BDS; and
- (c) Provide a warning not to open before the specified time and date for bid opening.

3.7.3

In addition to the identification required above, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to "Late Bids" 4.2 ITB, and for matching purposes under "Modifications, Substitution and Withdrawal of Bids" 4.3 ITB.

3.7.4

If the outer envelope is not sealed and marked as required above, the Authority will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder's identity, the Authority will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.

3.7.5 Receipt of Bids

The Authority shall receive Bids pursuant to this Bidding Document in accordance with the terms set forth in this document and other documents to be provided by the Authority pursuant to this bid notification, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Document"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date and time specified for 1.2.3.submission of Bids (the "Bid Due Date") in the 1.2.3 "Scope of Bid" BDS.

4

SUBMISSION OF BIDS

4.1 Due Date for Submission of Bids

4.1.1

The bidders should submit the Technical & Financial bids in separate envelopes duly marking the **TECHNICAL BID** and **FINANCIAL BID**. These envelopes should be placed in an outer envelope and sealed with Firms round seal.

Bids must be received by the Authority at the address specified in "Sealing and Marking of Bids" 3.7 ITB, no later than the Bid Due Date.

4.1.2

The Authority may in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with "Amendment of Bidding Documents" 2.3 ITB in which case all rights and obligations of the Authority and the bidder's previously subject to the original due date will thereafter be subject to the due date as extended.

4.1.3

No Bidder shall submit more than one Bid for the Proposal.

4.1.4 Submission of Hard copies

The bidders are requested to submit the originals of Bid Security towards transaction fee, bid processing fee and Technical & Financial bid documents in a Tender box placed at APCRDA office, Vijayawada on or before the Bid submission Date & Time. The department shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

4.1.5 Deactivation of Bidders

If any successful bidder fails to submit the original documents/certificates within the prescribed due date or if any variation is noticed between the submitted documents and

the original documents before concluding the agreement, then the successful bidder will be suspended/disqualified/barred from participating in the tender.

4.2 Late Bids

4.2.1

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

4.3 Modifications, Substitution and Withdrawal of Bids

The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date.

No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the "Sealing and Marking of Bids" 3.7 ITB, with the outer and inner envelopes being additionally marked "**MODIFICATION**","**SUBSTITUTION**" or "**WITHDRAWAL**", as appropriate.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded. Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity may result in the forfeiture of the bid security pursuant to 3.6.6 "Bid Security" para ITB.

5 BID OPENING AND EVALUATION

5.1 Opening of Bids

5.1.1

The Client will open all bids, including withdrawals, substitutions, and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place specified in the BDS. Bidders' representatives shall sign a register as proof of their attendance.

5.1.2

First, envelopes marked "**BID WITHDRAWAL NOTICE**" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a

valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "**BID SUBSTITUTION NOTICE**" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "**BID MODIFICATION NOTICE**" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

5.1.3

Technical bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the presence or absence of a Bid Security if one was required, the details of the technical bid attachments;

5.1.4

Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. These bids, including any bids validly withdrawn in accordance with 5.1.2 "Opening of Bids" ITB, will promptly be returned, unopened, to their Bidders. The Financial Bids of all the bidders shall be kept in a cover and sealed.

5.1.5

After the technical evaluation is complete, the financial bids of all the qualified bidders will be opened in the presence of the qualified bidders. The bidders' names, the bid prices, the prices of any alternative (if alternatives have been requested or permitted) any discounts, bid deviations, and such other details as the Authority may consider appropriate, will be announced by the Authority at the time of financial bid opening. Any bid price, discount or modification that is not read out and recorded at bid opening will not be considered for bid evaluation, irrespective of the circumstances.

5.1.6

The Client will prepare minutes of the bid opening, including the information disclosed to those present in accordance with 5.1.2 "Opening of Bids" ITB. The minutes will promptly be distributed to all Bidders that met the deadline for submitting bids.

5.2 Confidentiality

5.2.1

The document including this Bidding Document and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions

of this Clause shall also apply mutatis mutandis (with the necessary changes in points of detail) to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid document or any information provided along therewith.

5.2.2

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendation for the award of contract, shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process, until the award to the successful bidder has been announced. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities or any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

5.2.3

The bid evaluation process up to the award of a contract is confidential.

5.2.4

Any effort by a bidder or its agents to influence the Authority's evaluation of bids or award decision, including the offering or giving of bribes, gifts, or other inducement, may result in the invalidation of its bid and the forfeiture of its bid security, pursuant to 3.6.6 of "Bid Security" ITB.

5.3 Clarifications

5.3.1

To assist in the examination, evaluation and comparison of bids, the Authority may, at its sole discretion, ask any bidder for clarification of its bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids in accordance with "Preliminary Examination of Bids" 5.4 ITB.

5.3.2

If the Bidder does not provide clarifications sought for under 5.3 of this para ITB, within the specified time, its Bid shall be liable to be rejected. Any such verification or lack of such

verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

5.4 Preliminary Examination of Bids

5.4.1

Prior to the detailed evaluation of bids, the Authority will examine the bids to determine for each bid whether:

- (a) it is complete;
- (b) the documents have been properly signed;
- (c) it is accompanied by the required bid securities;
- (d) it is substantially responsive to the requirements of the bid documents; and
- (e) any computational errors have been made.

The Authority may require the bidder to provide any clarification and/or substantiation to determine responsiveness pursuant to 5.4.4 of this para ITB. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Client will ensure that each bid is from a prequalified Bidder, and in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the prequalification.

5.4.2

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or sub-total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Client. If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected this will be considered as invalidating its bid and the bid security may be forfeited pursuant to 3.6.6 of "Bid Security" para ITB.

All items in the financial bid must be priced. If a bidder has included the price of the main activities/ items this must be clearly stated and a price of zero must be entered for the respective associated activities/items.

If a bidder fails to price activities/ items that are not the primary subject of the bid and the omission is judged to be non-material in accordance with 3.5.3 of this para ITB, the bid

price will be adjusted for such omission in accordance with 5.5.2(c)(iv) "Evaluation and Comparison of Bids" para ITB for evaluation purposes only.

5.4.3

The Client may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

5.4.4

Prior to the detailed evaluation, the Client will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation or omission. A material deviation, reservation or omission is one:

- (a) which affects in any substantial way the scope, quality, or performance of the contract;
- (b) which limits in any substantial way, inconsistent with the Bidding Document, the Authority's rights or the bidders' obligations under the contract; or
- (c) the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

5.4.5

Prior to evaluation of Bids, the Authority will determine whether each bid is responsive to the requirements of the Bidding Document. The Authority may, in its sole discretion, reject any bid that is not responsive hereunder. A Bid shall be considered responsive only if:

- (a) The Technical Bid is received in the form specified in "Documents Comprising the Bid" and "Sealing and Marking of Bids" 3.7 ITB;
- (b) It has been received by the Bid Due Date or its extended due date;
- (c) It is signed, sealed, and bound together in hard cover and marked as per "Sealing and Marking of Bids" 3.7 ITB;
- (d) It contains all the information (complete in all respects) as requested in the Bidding Document;
- (e) It does not contain any condition or qualification; and
- (f) It is not non-responsive in terms hereof.

The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

5.5 Evaluation and Comparison of Bids

5.5.1

The method of selection adopted is as given in **BDS**.

The objective of this evaluation is to facilitate the selection of a successful bidder ensuring technically superior and professional services at optimal cost. The Client will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to "Preliminary Examination of Bids" 5.4 of ITB. The Authority reserves the right to accept or reject any variation, deviation, or alternative offer which is not submitted in accordance with the bidding documents. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents or which otherwise result in unsolicited benefits for the Authority, shall not be taken into account in bid evaluation. The evaluation will be performed assuming that

(a) The Contract will be awarded to the highest evaluated Bidder for the entire work;

5.5.2

- (a) The Client's evaluation of a bid will be made on the basis of prices quoted in accordance with ITB "Bid Prices" 3.3.
- (b) The estimated effect of any price adjustment provisions under the Conditions of Contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.
- (c) In evaluating the bids, the Authority will determine for each bid, the evaluated bid price by adjusting the bid price as follows:
 - (i) making any correction for errors pursuant to "Preliminary Examination of Bids" 5.4 ITB;
 - (ii) excluding provisional sums and the provision, if any, for contingencies in the price schedules;
 - (iii) making an appropriate adjustment for any other quantifiable acceptable nonmaterial variations, deviations or alternative offers; and
 - (iv) making appropriate adjustments to reflect additional factors in the manner and to the extent indicated in the BDS.
- (d) Bidders are requested to be prepared to demonstrate, through presentations and / or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, as per schedule of bidding process. The Bidder will arrange such demonstrations, presentations or site visits at its own cost.

- (e) Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. The Authority would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

5.5.3 Evaluation Process Flow

This is a three-step selection process in which the Bidder has to submit the bids in two separate envelopes at the time of submission of bids. The process is as given below.

- (a) In the first step, the Authority shall evaluate the 'Eligibility Criteria' and clear all the bids which pass through the Eligibility scrutiny. In the second step 'Technical Bids' shall be evaluated and based on the outcome of Technical evaluation, 'Commercial bids' shall be opened for the technically qualified proposals only. The final selection will be done based on Techno-commercial evaluation.
- (b) The Authority, would display on its official website the names of those successful bidders who have qualified in the Technical Evaluation.
- (c) A date, time and venue will be notified to those technically successful Bidders for opening of their Financial Bids in the official website of the Authority. The opening of Financial Bids shall be done in presence of respective representatives of those technically successful Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.
- (d) The evaluation by the Authority will be undertaken by a Committee of Officials or/and representatives formed by the Authority and its decision shall be final.
- (e) **Normalization:** The Authority reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process

5.5.4 Evaluation of Eligibility Criteria

- (a) Bids submitted by all the bidders would be scrutinized for eligibility as per the 'Eligibility Criteria' specified in "Eligibility" ITB. Bids not complying with the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- (b) Successful bids out of this stage would be considered for technical evaluation & Technical Presentation. Bidders must submit the proof of all the credentials as required for scrutiny of eligibility criteria. Claims of the bidders without verifiable facts will not be considered as credentials towards satisfying eligibility criteria.

5.5.5 Technical Evaluation

- (a) The technical bids will be evaluated for determining the continued eligibility of the Bidder for the Work and compliance of the bids with the necessary technical requirements and scope of work of this Bidding Document.
- (b) The Authority may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the bid due date shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the bid due date, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by Authority.
- (c) Technical bids would be evaluated based on the technical evaluation criteria and the Technical Presentation and the marks with break-up as specified in the **BDS**, and following the method given hereunder.
 - (i) The technical bid will be analyzed and evaluated, based on which the Relative Technical Score shall be assigned to each bid on the basis of parameters mentioned above.
 - (ii) Relative Technical Score (RS_{Tech}) for each bidder will be calculated as follows based on above parameters:

$$RS_{Tech} = T/T_{high}100$$

Where, RS_{Tech} = Relative score obtained by the bidder T = Technical score obtained by bidder

T_{high} = Highest Technical score secured among the Bidder

- (iii) Technical Bids receiving (RS_{Tech}) a greater than or equal to a score specified in **BDS**, (cut-off marks, say 'm') will be eligible for consideration in the subsequent round of financial evaluation.
- (iv) If less than 3 bidders qualify as per above criteria ($RS_{Tech} \geq m$), authority reserves the right to reject the bid.

5.5.6 Financial Evaluation

- (a) In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.
- (b) The date for opening of commercial bids will be separately notified in the website of the Authority.
- (c) The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Financial Bid quoted shall be deemed as final and omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Bidding Document within the total quoted Financial Bid shall be that of the Bidder.
- (d) Relative Technical Score (RS_{Tech}) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for financial evaluation.

(e) Net Present Value (NPV) would be calculated for the value quoted for the entire period to arrive at derived financial bid value for evaluation as explained in the BDS. The discount rate specified in BDS will be considered for calculation of NPV.

(f) The Relative Financial Score (RS_{Fin}) for each bidder will be Calculated as follows:

$$RS_{Fin} = C_{Low}/C100$$

Where, RS_{Fin} = Relative score for Financial Bid of the Bidder C = NPV of Financial bid value of the current bid

C_{Low} = Lowest NPV of financial bid value out of all the financial bids obtained.

5.5.7 Final Selection of the Eligible Bidder

Total Relative Score(RS) obtained by each eligible Bidder will be calculated as follows:

$RS = RS_{Tech}$ Technical weightage [insert: W_{Tech} from **BDS**] + RS_{Fin} financial weightage [insert: W_{Fin} from **BDS**]

The Bidder with the highest Relative Score (RS) will be selected subject to all the terms and conditions defined in this Bidding Document for further discussion prior to finalizing contract.

6

POST QUALIFICATION AND AWARD OF CONTRACT

6.1 Post Qualification

6.1.1

The Client will determine at its own cost and to its satisfaction whether the Bidder (including Joint Venture Partners, and any Subcontractors for which the "Qualifications" Para of BDS permits that their qualifications count towards the required Bidder qualifications) that is selected as having submitted the Lowest Evaluated Bid is qualified to perform the Contract satisfactorily, in accordance with "Qualifications" of ITB. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Client will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the Lowest Evaluated Bid to perform the Contract.

6.1.2

The capabilities of the subcontractors if permitted under this bidding documents, including manufacturers and vendors proposed in the bid to be used by the lowest evaluated bidder, will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent, as needed. Should a subcontractor be determined to be unacceptable, the bid will not be rejected, but the bidder will be required to substitute an acceptable subcontractor without any change to the bid price.

6.1.3

If the bid of the successful bidder is seriously unbalanced or front-loaded in relation to the Authority's estimate of the services to be performed under the contract, the Authority may require the bidder to produce detailed price analyses for any or all items of the Work, to demonstrate the internal consistency of those prices with the implementation schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Authority may require that the amount of the performance security set forth in "Contract Signing and Performance Security" 6.5 ITB, be increased at the expense of the bidder to a level sufficient to protect the Authority against financial loss in the event of default of the bidder under the contract.

6.1.4

An affirmative post qualification determination will be a prerequisite for award of the Contract to the Lowest Evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Client will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

6.2 Authority's Right to accept any Bid or Reject any or all Bids

6.2.1

Notwithstanding anything contained in this document, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

6.2.2

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons. The Authority reserves the right to reject any Bid, disqualify the bidder and appropriate the Bid Security if:

- (a) At any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Selected Bidder has already been issued the LOA or has entered into the Contract agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this document, be liable to be

terminated, by a communication in writing by the Authority to the Selected Bidder without the Authority being liable in any manner whatsoever to the Selected Bidder.

In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Document and/ or the Agreement, or otherwise. In the event of the selected bidder being disqualified / rejected, then the Authority reserves the right to:

- (i) Invite the remaining Bidders to submit their Bids in accordance with the ITB.
- Or
- (ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

6.2.3

The Bidder must submit the response exactly in the formats mentioned in this Bidding document and same should be precise. No irrelevant information shall be provided. All the credentials, claimed in the response, must be accompanied with necessary proofs. The Authority would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant information.

6.2.4

The Authority reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this Bidding Document. The Authority would not give any clarification/explanation to the concerned bidder in case of such rejection.

6.2.5

Authority reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

6.2.6

Conditional and qualified bid is liable for rejection as a non-responsive Bid.

6.2.7

Bidders are advised that the selection shall be on the basis of an evaluation by the Authority through the Selection Process specified in this document; And Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

6.2.8

Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, Authority shall not be bound to accept the best bid or any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

6.2.9

The Authority may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of the Authority contains any false or misleading claims or statements. The Authority shall not be liable to any person for excluding or rejecting any such proposal.

6.3 Award Criteria

6.3.1

Subject to "Authority's Right to Accept any Bid or Reject any or all Bids" paragraph of ITB, the Authority will award the contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Document and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be qualified to perform the contract satisfactorily in accordance with the provisions in "Post Qualification" 6.1 of ITB.

6.3.2

The Authority reserves the right at the time of award of the contract to increase or decrease the quantity of works and/or services specified in the Work, up to the percentage specified in the BDS, without change in the unit prices for such works and/or services, or other terms and conditions.

6.4 Award Notification, and Contract Signing

6.4.1 Award Notification

- (a) Prior to expiration of the period of bid validity, the Authority will notify the successful bidder by fax, confirmed by registered letter, that its bid has been accepted. The notification of award shall specify the sum which the Authority will pay the contractor in consideration of the execution and completion of the contract.
- (b) The notification of award (hereinafter called "the Letter of Acceptance") will constitute the formation of the contract.
- (c) The Letter of Acceptance (LOA) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received within the bid due

date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

6.5 Contract Signing, and Performance Security

6.5.1 Contract Signing

- (a) At the same time that the Authority notifies the successful bidder that its bid has been accepted, the Authority will send the bidder the contract agreement in the form provided in the Bidding Document, incorporating all agreements between the parties. After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Authority shall cause the Bidder to execute the Contract agreement within the period prescribed in BDS. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract agreement.
- (b) Within period prescribed at sub-paragraph 6.5.1(a) of this para of ITB of receipt of the contract agreement, the successful bidder shall sign the contract agreement and return it to the Authority, together with the required performance security.
- (c) Upon fulfilment of 6.5.1(b) of this para of ITB, the Authority will promptly notify the other bidders that their bids have been unsuccessful and their bid security will be returned as promptly as possible, in accordance with "Bid Security" paragraph of ITB.

6.5.2 Performance Security

- (a) Within the period prescribed at sub-paragraph 6.5.1(a) of this Para of ITB, of receipt of the Letter of Acceptance from the Authority, the successful bidder shall furnish to the Authority a performance security in accordance with the Conditions of Contract and in the form due date in the BDS or in another form acceptable to the Authority.
- (b) Failure of the successful bidder to comply with the requirements of 6.5 "Contract Signing and Performance Security" ITB shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Authority may make the award to the next lowest evaluated bidder or call for new bids.

6.6 Dispute Resolution Procedure

The method of dispute resolution is as indicated in the BDS and the Conditions of Contract

VOLUME II
BID DATA SHEET (BDS) AND
FORMS

BID DATA SHEET

1.1.2

Title: RFP for Installation, Implementation, Training & Maintenance of Commercial-Off-the-Shelf (COTS) Electronic Document Management System (EPDMS) for Amaravati Capital city

NIT NO: CRDA-15030(43)/1/2018-GISDMNGR1-INFORSYS-APCRDA Date: 10-04-2018

APCRDA invites Technical & Commercial proposals from the eligible bidders for Supply, Installation, Customization, Commissioning & Testing, Implementation, Training & Maintenance of Integrated Electronic Project & Document Management System (EPDMS) for Capital city – Amaravati.

The eligible bidders are requested to submit their Techno – Commercial bids in the Tender box placed in APCRDA office, Vijayawada, on or before the bid submission date with all necessary documents.

Brief Description of Services: Installation, Implementation, Training & Maintenance of Commercial-Off-the-Shelf (COTS) Electronic Document Management System (EPDMS) for Amaravati Capital city. Further details on the services can be referred to in the Volume-I of the document

Resulting Contract: As given in "Volume III - Conditions of Contract".

1.1.3

Schedule of Bidding process (with timelines wherever applicable):

S. No.	Description	Date
1	Notification of NIT	10-04-2018
2	Last Date for receiving Prebid Queries	16-04-2018
3	Pre-bid meeting	17-04-2018
4	Last Date for Submission of bid documents	24-04-2018 03:00 PM IST
5	Opening of Bid Documents	24-04-2018 04:00 PM IST
6	Tentative date of declaration of Eligible firms	25-04-2018
7	Technical Presentation by Bidders qualified in Eligibility Criteria.	27-04-2018
8	Tentative Date of Declaration of Technically Qualified firms	28-04-2018
9	Opening of Financial Bids	30-04-2018
10	Issue of LOA / Work Order to successful bidder	01-05-2018

The Request for Proposal (RFP) document including the Qualifications, Scope of the Project, General Conditions of Contract, Special Conditions of Contract, and Templates for Technical & Financial bids is available at <https://crda.ap.gov.in/>

Any subsequent notifications / Corrigendum's , changes and amendments in the assignment/documents would be posted only on the above website.

In case of any queries or clarifications, the bidder may email the same to the following contact persons:

1. prasad.nvrk@apcrda.org or
2. chandrasekhar.pj@apcrda.org

duly including the following details:

- Volume of RFP & Clause number
- Original clause as per RFP
- Query / Clarifications required.

1.1.4

Time period for completion of the project: The contract shall be for a maximum period of 3 years.

1.1.5

Extension of time period: The AMC Contract will be renewed by the Authority as mutually decided, for such period as deemed necessary.

1.1.6

Authority's address:

Andhra Pradesh Capital Regional Development Authority (APCRDA),
Lenin Center,
Governorpet,
Vijayawada-520002.
Andhra Pradesh, India

Website: www.crda.ap.gov.in

1.1.7 Authority's website

Website: www.crda.ap.gov.in

1.1.8

Bid Processing fee: INR 10,000 (Indian Rupees Ten Thousands only) to be paid in the form of Bank Draft drawn in favour of Commissioner, APCRDA, Vijayawada.

Transaction fee: Nil

Corpus Fund: Nil

1.3.1

The RFP is open to all firms providing Engineering software services.

1.3.2

DEFINITIONS

The following definitions shall be referred to for the assessment of the Eligibility as defined in Clause-1.3.2 and for Technical Qualification as defined in Clause-1.4.1(a)

Eligibility criteria:

For eligibility, the bidders must conform to the eligibility criteria given below:

S.NO	Parameters	Eligibility Criteria	Evidence
1)	Legal Status	<p>The bidder must be a registered JV/ a government organization/ Public sector unit/ Limited Company/ Private Limited Company/ Proprietorship firm/ Partnership firm having its office in India which includes "Branch office" OR "SPV office" OR "Project office" OR a place of business as approved by the Ministry of Corporate Affairs, Government of India</p> <p>OR</p> <p>a JV comprising of firms(Joint venture of maximum 2 companies is allowed) having a binding Joint Bidding Agreement between them with a clause on registering a SPV office in India within 3 months from the time of signing the contract in case such a consortium wins the bid.</p> <p>OR</p> <p>a consortium of firms (maximum 2 companies is allowed) having a consortium Agreement with a clause on joint and several liabilities. In such case at least one member of such consortium should have its office in India which includes "Registered office" OR "Branch office"/ "Project office" as per Reserve Bank of India and Department of Industrial Policy &Promotion (Govt. of India) guidelines (or equivalent).</p>	<p>Copy of Certificate of Incorporation or Registration OR Joint Bidding Agreement (in case of JV/ Consortium)*</p>

* JV related terms:

1. Members of the Joint Venture shall nominate the majority shareholder as the lead member (the Lead Member)
2. Lead member should have more than 51% stake in the Joint venture.
3. The number of entities/ partners within a Joint Venture or Consortium cannot be more than Two (2). Members of the Consortium shall nominate the majority shareholder as the lead member (the Lead Member). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead Member shall be specifically included in the joint Bidding Agreement.
4. Members of the JV/ Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting a Proposal. Unless explicitly mentioned in the agreement, it is expected

that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Joint Bidding Agreement concluded on Rs.100 non judicial stamp paper duly signed by Public notary or equivalent authority in case of other countries, to be submitted along with the Application. The agreement shall, inter alia,

- a) Clearly outline the proposed roles and responsibilities, and corresponding liabilities, of each member;
- b) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the completion of the project (as mentioned in the Scope);
- c) Clearly define the proposed administrative arrangements (organisation chart) for the management and execution of the Assignment, if awarded to the Consortium;
- d) Except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.

S.NO	Parameters	Eligibility Criteria	Evidence
2)	Turnover	Average annual turnover from Engineering IT services in the last 5 financial years preceding the bid submission date, as per the audited financial statements, as per "Turnover Criteria" given below.	Certificate from statutory auditor/ CA (or equivalent in case of countries other than India) based on the audited financial statements as per format included in the Form T5.

Turnover Criteria: -

Criteria	Sole Bidder	In case of Joint Venture / Consortium		
		Lead Member (Min)	Other	Overall
Turnover	30 Cr	20 Cr.	-	At least 35 Cr.

S.NO	Parameters	Eligibility Criteria	Evidence
3)	Similar Work Experience	The bidder should have completed at least ONE Document management & project management project for construction / real estate industry player, for a minimum of 50 user licenses	"Client Certificate" **&"Other supporting document(s)#" #

Note:

Only design assignments wherein the bidder was either the sole member or a lead member of the consortium/ JV shall only be considered towards similar experience for evaluation.

**** "Client certificate(s)"** means document from Client such as Work order / Contract / letter / other communication / documentation that establishes that the work was taken up and completed by the bidder. For avoidance of doubt, a "Go-Live" of a particular software would qualify as "completed".

"Supporting document(s)" means relevant documents which would help establish the details of the experience sought under the RFP. Such supporting documents to be duly signed by authorized personnel from the bidder's/ consortium member's organization. In case any of the information necessary to establish the experience is not covered in the "Supporting document(s)", an undertaking may be submitted by the senior leadership of the bidding company to which the experience belongs to. The following table elaborates the methodology for considering the capabilities of individual for eligibility assessment in case of a JV/Consortium.

S.NO	Parameters	Eligibility Criteria	Evidence
4)	Manufacturer Authorization Form	The bidder should have provide Manufacturer Authorization Form as per Form T8, in case the bidding firm is not the OEM directly or a consortium consisting of the OEM	As per Form T8

Note for eligibility:

1. "Other supporting documents" will not be considered for eligibility/technical qualification if it is not accompanied with "Client certificate(s)"
2. In case of sub-contract, the "client certificate(s)" shall include the name and details of the main client/ ultimate client/ project owner.
3. Bidders should submit the supporting documents mentioned in the table above, as per format provided in **Form T6**
4. Bids of firms not confirming to the eligibility criteria listed above will be summarily rejected. Submission of forged documents and unsigned documents will result in rejection of the bid.
5. For the purpose of evaluation of Bidders INR 65.00 (INR Sixty five only) per USD shall be considered as the applicable currency conversion rate.
6. In case of any other currency the same shall first be converted to USD as on the date 60 (Sixty) days prior to the proposal due date including the (proposal due date) and the amount so derived in USD shall be converted in to INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.
7. In case of invoking ITB section-5.3 to call for clarifications, such clarifications shall be sought only on the documents submitted. No new document other than the documents submitted at the time of the bid will be entertained and will not be counted even if submitted. No correspondence will be entertained on this issue.

1.4.1(a)

Qualification Criteria:

The qualification criterion has been defined as the minimum threshold relative score to be obtained by the Bidder/ Agency in the "**Technical evaluation**" round. The scoring basis which the relative score for technical evaluation is arrived at, is obtained as per the process outlined below;

Abstract of Qualification Criteria

S.No	Description	Marks
A	Evaluation of functional requirements	30
B	Demonstration of application	20
C	Project Implementation timelines and personnel	20
D	Similar experience	30
	Total	100

The detailed scoring methodology is detailed in this section.

(A)Evaluation of functional requirements (included in Form T7)(30 marks):

Evaluation methodologies for **Functional requirements** will be as follows, based on Form T7.

	Criteria*	Scoring Methodology	Maximum marks
Meeting functional requirements	Meeting 90% of requirements	15	15
	Meeting 75% of requirements	7.5	
	Less than 75% of requirements	0	
Evaluation of shortcomings	By Technical committee		15
	Maximum Total Marks		30 Marks

(B) Demonstration of application (20 marks):

Eligible firms are required to demonstrate the working of the application, preferably in an implemented project. The same will be evaluated by the Committee from the perspective of ergonomics, aesthetics, intuitive controls, UI/UX and other parameters found relevant by the Committee.

(C) Project Implementation timelines and personnel (20 marks):

The professional staffing of the bidders to be evaluate based on the criteria specified below.

	Criteria*	Scoring Methodology	Maximum marks
Implementation timeline	Timeline for Deployment of application	Relative competitiveness	5
	Timeline for Integration and customization	Relative competitiveness	5
Project personnel proposed	Man-days of Project Director proposed	Relative competitiveness	2.5
	Man-days of Project Manager proposed	Relative competitiveness	2.5
	Man-days of On-site personnel proposed	Relative competitiveness	5
	Maximum Total Marks		20 Marks

Minimum qualifications for personnel:

Personnel	Minimum years of experience	Number of previous implementations
Project Director	15 years	3
Project Manager	10 years	1
On-site personnel	6 years	1

(D) Similar implementation (30 marks):

Criteria*	Scoring Methodology	Maximum marks
Number of implementations of Enterprise-wide document management / project management software for Construction industry / real-estate industry (minimum of 50 users)	7.5 for each eligible assignments	30

(Definition of completed* completed projects)

(Client satisfaction certificate definition)

The marks calculated based on the above methodology will be used to estimate the final scoring as defined in the Section 5.5.5 (iii)b of the ITB document.

1.4.1(b)

Key services to be provided by the subconsultants: Not allowed.

2.1.1

Bidding Documents: Refer to "Bid Forms"

3.5.1

Period of validity: The bid validity date, as extended, if applicable shall be 90 days.

3.6.2

(a) **Amount of Bid Security** is Rs. 1 lakhs.

(b) **Form of Bid Security** shall be Bank Guarantee or Demand Draft drawn in favour of Commissioner, APCRDA from a scheduled Bank. If the joint venture is not legally constituted Bid Security shall be issued in the name of the Lead Partner. Sanctions due to a breach of the terms of a Bid Security pursuant to 3.6.6 of ITB will apply to all partners to the Joint Venture.

(c) **Period of validity** beyond the bid validity date, as extended, if applicable shall be 60 days from bid submission due date.

(d) **The time period** within which the bid security of the unsuccessful bidders will be returned is 25 working days.

3.6.7(b)

For the purposes of this bid the Authority will blacklist a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the Authority.

3.7.2(b)

Refer to 1.1.2

3.7.5

Refer to 1.1.3

5.1.1

Opening of Bids

Time and Date: Refer to 1.1.3

Place: Andhra Pradesh Capital Regional Development Authority (APCRDA),

Lenin Center, Governerpet, Vijayawada-520002, Andhra Pradesh, India

5.5.1

Evaluation Process Flow: Refer to "ITB" 5.5.3

5.5.5 (iii)

Technical Evaluation Criteria: Refer to 1.4.1 (a)

5.5.5 (iv)

Cut-off Marks "m": 70 (SEVENTY)

5.5.6 (v)

Net Present Value (NPV):

Given the nature of the assignment, the Net Present Value (NPV), as defined in the section 5.5.6 (v) of the ITB document, would not be relevant from the perspective of evaluating the financial proposal. Instead of using "NPV" for the evaluation of the financial proposal, total fee for the assignment, of managing the various tasks and deliverables as outlined in the Volume-I (Scope of work) document, would be employed.

This total fee termed as "Lump-sum Fee (LSF)" would cover all the expenses pertaining to the delivery of services including, but not limited to, the cost of licenses, the cost of personnel, AMC and so on as listed under deliverables. This LSF would replace the NPV factor in the financial evaluation calculation explained in Section 5.5.6 (vi) of the ITB.

5.5.7

The following would be the Technical and Commercial weightages used for the Quality cum Cost Based Selection (QCBS) process:

Technical weightage (W_{Tech}): 80%.

Commercial weightage (W_{com}): 20%

6.1.1

Minimum qualification criteria: Refer to 1.3.1

6.5.1 (a)

Time period for signing the contract: The Bidder to sign the contract agreement within a period of 10 days.

6.5.2

Refer to 1.1.3

BID FORMS

Form T1: Letter of BID

(On Bidder's letter head)

Date:.....

....

Name of Contract:.....

To:

The Commissioner,
APCRDA

Sir,

Having examined the bidding documents, including Addenda, the receipt of which is hereby acknowledged, we, the undersigned, offer to [specify scope of the contract] under the above named Contract in full conformity with the said bidding documents for the sum specified in financial bid form or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the price schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to commence performance and to achieve completion within the respective times stated in the bidding documents.

If our bid is accepted, we undertake to provide an advance payment security and a performance security in the form and amounts and within the times specified in the bidding documents.

We agree to abide by this bid for a period of [specify number] days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, which consists of the letter and Attachments 1 through [] hereto, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest, or any bid you may receive.

Dated this..... Day of 20. . . .

..... (Signature)

In the capacity of

..... (Position)

Duly authorized to sign this bid for and on behalf of

..... (Name of bidder)

Form T2: Bid Security

Bank Guarantee for Bid Security WHEREAS _____(name of firm) (hereinafter called "CONSULTANT") wish to participate in tender enquiry Tender Notice No..... _____ dated: of Andhra Pradesh Capital Region Development Authority (APCRDA), (hereinafter called the 'Authority') for _____(Tender name). WHEREAS in terms of the tender conditions the Consultant is required to furnish to the APCRDA a Bank Guarantee for a sum of _____ Rs. (Rupees only) as earnest money against the Consultant's offer aforesaid.

AND WHEREAS We, _____ Bank, _____ branch have at the request of the Consultant, agreed to give to APCRDA this guarantee as hereinafter contained.

We, _____ Bank, _____ branch, hereby undertake the guarantee to pay immediately to the APCRDA, on demand in writing by the APCRDA, an amount of Rs. (Rupees only) without any reservation and recourse if the Consultant shall for any reason withdraw whether expressly or implied their said tender during the period of its validity or any extension thereof or the Consultant fails to execute the agreement for the work awarded to them by APCRDA.

We, The _____ Bank, _____ further agree to that our liability to pay the aforesaid amount is not dependent or conditional on any proceeding against APCRDA and we shall be liable to pay the amount without any demur, merely on a claim raised by the APCRDA.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the said Consultant but shall in all respects and for all purposes be binding and operative until payment of all money(s) due to the APCRDA in respect of such liability under the guarantee is restricted to Rs. _____ (Rupees only). Our guarantee shall remain in force until [insert bid submission date + bid validity period as per BDS]. We shall be relieved and discharged from all our liability thereunder.

We, the, _____ undertake not to revoke this guarantee during its pendency/currency except with the previous consent of the APCRDA in writing.

Station: Name of the Bank:

Form T3: Power of Attorney

Power of Attorney for signing of Bid Know all men by these presents, We,..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (Name), son/daughter/wife of. and presently residing at , who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Name of Bid [insert: Name of Bid from Bid data sheet] proposed by _____ (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Scheme and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2011

For.
.
(Signature, name, designation and address)

Witnesses:
1.
2.
Accepted

Notarised
(Signature, name, designation and address of the Attorney)

Notes:
The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

The Power of Attorney should be executed on a non-judicial stamp paper of Rs.50 (fifty) and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Form T4: Bidder's Particulars and Eligibility Criteria

Title of Bidder	
Whether bidder is applying as Sole Firm or Lead member of a consortium.	
If Consortium, whether Jt. Bidding agreement is enclosed.	
Name of the Company (Lead member in case of Consortium)	
Registered office of the Company	
Firms Registration Number and Validity:	
Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):	
Registered address:	
Year of Incorporation:	
Year of commencement of Company:	
Brief description of the Company including details of its main lines of business	
Name, designation, address and phone numbers of authorized signatory of the Bidder	
Name: Designation: Company: Address:	
Company:	
Phone No.:	
Address:	
Fax No. :	

E-mail address:	
In case of consortium, provide the following information for the other members: 1. Name of firm: 2. Legal status and country of incorporation 3. Registered address and principal place of business	

2. Please State the following correctly (In case of consortium, for each member):

(i) Has the Bidder ever been penalized by any organization for poor quality of work or breach of contract in the last five years?	Yes/No
(ii) Has the Bidder ever failed to complete any work awarded to it by any public Authority/entity in last five years?	Yes/No
(iii) Has the Bidder been ever blacklisted by any Government department/Public Sector Undertaking in the last five years?	Yes/No
(iv) Has the Bidder been suffered bankruptcy/insolvency in the last five years?	Yes/No

Note: If answer to any of the questions at (i) to (iv) is yes, the Bidder is not eligible for this Work.

3. Documents required

The below documents have to produced by the bidder (and by every member in case of Consortium):

1. Registration document / Certificate of Incorporation –
2. In case of JV, Joint bidding document

The relevant documents have to be attached and ticked above.

4. Details of Bank Draft:

- (a) Towards the Bid Security amount of rupees [Two Lakh only]: The format of the Bid Security must be as provided in Form T2.

Date:

Signature and Seal of Authorized

Person

Place:

Form T5: Financial Viability

Name of the Bidder:

Sl. no.	Financial years	Annual revenue
1	2012 – '13	
2	2013 – '14	
3	2014 – '15	
4	2015 – '16	
5	2016 – '17	

This is to certify that _____ (name of Applicant) has received more than an average annual turnover of Rs. _____ Crores in the last 5 financial years through Engineering software sales, configuration, maintenance and related services.

(Signature, name and designation of the authorized signatory)

Date

Name and seal of the audit firm

Certificate from the Statutory Auditor

In case the Bidder does not have a Statutory Auditor, it shall provide the certificates from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Note: Please provide the audited income statement without the notes/annexures; do not attach printed Annual Financial Statements.

Form T6: Similar Experience Record

Name of Bidder or partner of a Joint Venture	
Use a separate sheet for each contract	
1	Number of contract Name of contract Client certificate provided? Attach: Client Certificate and Supporting documents
2	Name of Client
3	Client's Address
4	Project name
5	Contractor role (check one) 1. Prime Consultant 2. Management Consultant 3. Sub- consultant 4. Lead Partner in a Joint Venture/Consortium
6	Project Cost
7	Amount of the total/subcontractor/partner share (at completion, or at date of award for current contracts)
8	Total contract: Rs. _____ Subcontract: Rs. _____ Partner share: Rs.
9	Date of award/Completion
10	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation)
11	Contract was completed Rs. _____ Percentage under/over original contract amount (if over, provide explanation)
12	Indicate the approximate present total contract value of work undertaken by subcontract, if any, and the nature of such work.

*All references to evidence must provide the Page number and paragraph number referring to clause in the Supporting document validating the same.

Form T7: Self-assessment - Product Capabilities

Name of the Bidder

DOCUMENT CONTROL FEATURES:

FEATURE		FEATURE DESCRIPTION	Yes / No (if no, remarks)
A01	Revision/Version & Date Control*	Automatic version number & Revision based on document lifecycle status	
A02	Transmittal (records & log)*	Ability to document transmittals. Customizable cover page to include when communicating with external parties or between contracts, including log ability.	
A03	Tracking*	Each document type, and/or record, should be linked to a responsible party, provide for start/due/finish dates, capture To/From (when appropriate), facilitate automated work-flow scenarios (when appropriate), including capability for distribution lists/management, work package, drawing lists and submittal tracking. Provides a register/log of all records, which can be sorted/filtered/reported/exported based on any database field, and across multiple projects, and across multiple document types.	
A04	Reporting*	Reports can be generated based on project information, deliverable/document/lifecycle status. Reports are printable and cover all data/documents in a retrievable/reportable format. Configurable report writer to allow query generation for client/project specific needs.	
A05	Project Document Archiving	Offer project archiving (close-out) activities for record documents handover.	
A06	Support Enterprise Records Mgmt System*	Support or follow a standard Records Management & Retention Policy, allowing development of classification. May interface with separate RM system to store files (repository).	

A07	Change Management Identification	Identification of potential change requests, originated from Document Control processes. Includes tracking potential change orders through approval work-flow, link all associated records, regardless of document type, and display associated impact to contract amounts.	
A08	Project Management activities	Tracking of project deliverables, reports and contract administration (Prime/Sub) across projects/programs.	
A09	MetaData Capture	Ability to collect/tag document & work package attributes with defined and/or configurable structure, which allows reporting and other data management functions. Work package details and auditability are critical to determine historical actions.	
A10	Document/Data Set Mgmt	Linking/flagging of multiple files/records, created using same or different application to one document package/subject (set). Includes history of documentation associated to each deliverable like discipline check, squad check, communication. Can be quality records associated to the asset, drawings or EWP to construction activities, asset registers and loops identified by the commissioning team and associating with systems and sub-systems. Package may include non-document deliverables and could be for submittals, work packages, deliverables, reporting and turnover packages, or package of packages and referenced information.	
A11	Data Security*	Define security for a project, deliverable, document category, type, user or role. Allows for standardized templates based on security.	
A12	Unique Document Identifier*	Assign unique document identification for tracking & control. More than a document naming structure.	

A13	Email integration/management	Integration with email service as a means, in connection with Content Mgmt System, that allows communication of notifications, transmittals, correspondence and reports. General project inbox to manage project email correspondence, with ability to search and retrieve emails, and related attachments, via key word searches. Ability to link Email to document types.	
A14	Correspondence (ID, track and assign)	Ability to generate, track and report on general project correspondence i.e. notices, letters etc. with all external project parties.	
A15	Web Collaboration	Online web collaboration to allow coordination with multiple office locations over multiple companies (no client application). Allows Web Controls regarding Java, to limit required add-ons req'd.	
A16	Comment & Review Management	Ability to comment/review documents and identify originator and collect response. Allow MetaData population based on comments/reviews.	
A17	Contractor/Vendor Management	Ability to track contractor status and vendor submissions, including documents, submittals, pay applications, status reports.	
A18	Distribution Lists & Management*	Ability to create and management distribution lists, by project/company or separate distribution required by document type.	
A19	Drawing List	Ability to create drawing lists as they relate to submissions/progress. Ability to create, manage and report on drawing list. Filter drawing list by package(s)	
A20	RFI Creation, Tracking, Response & Linking	Ability to manage RFI activity i.e.. Database fields to capture RFI question, proposed solution, answer; ability to provide approval work-flows; ability to capture relevant specification section codes and link to issues, documents & PCOs.	

A21	Submittal Management (WF, Rev, Schedule)	Ability to capture submittal activity i.e..status of review cycle work-flow, latest revision number, forecast schedule of submittals due in the future, associated specification section code, and provide customizable status codes.	
A22	Photo Management	Ability to batch upload photos with relevant and searchable meta-data attributes and arrange in groups or link to areas. Able to include photo metadata.	
A23	Document Status*	Ability to define status of document and report based on data/status, which may be driven by workflow stage.	
A24	Document Tracking/Reporting	Ability to provide a register/log of all documents, which can be sorted/filtered/reported/exported based on any database field, and across multiple projects, and across multiple document types. Must follow security in place (context).	
A25	Document WF config (Approvals, thresholds)	Ability to automate procedures, as defined by project requirements and/or Market level standards (configurable); ability to notify/alert project parties (internal and/or external) of their required actions. Reportable based on WF step/stage. Allows for WF standardization where appropriate.	
A26	Link to Commissioning, Acceptance & Handover	Ability to create complete Turnover Packages from the system, link the commissioning activities to schedule. Manages complete lifecycle of certification of construction and commissioning of equipment and link to Quality records. Ability to capture Asset registers and Control Loops identified by the commissioning team and associating with Systems and Sub-systems	

A27	Progress Measurement (Budget, ROC, etc)	Automatically updates the % status when documents are released, progress on workflow or status of document lifecycle. Provides an auditable, traceable single deliverable/activity based progress measurement system tied to the schedule. Covers engineering and/or vendor documents or procurement activities by monitoring deliverable progress. Includes Hrs assigned & remaining (ETC, EAC)	
A28	Punchlist creation	Ability to create, track and manage punchlist items. May link to drawings, documents or contracts and progress deliverable completion.	
A29	Meeting Minutes/Action Items/Tasks	Ability to capture/record meeting minutes to include outstanding action items, assignment, due dates and link to contract/deliverables. Records may be tagged for future reporting for identification/agreement of task assigned and agreed upon due dates for resolution.	
A30	Documentation of Safety Notices	Ability to record safety notices/reports of vendors, subcontractors or field staff in construction. Reportable and link to contracts/deliverables. Tool must be able to capture all the health and safety records (Fatal, minor incidents, Induction program)	
A31	Field Construction (NonConf, Inspec, Daily Reports)	Ability to record multiple types of inspections (daily field reports, engineering reports, nonconformance reports). Link to contracts/deliverables. Mobile accessibility (Field, mobile, offline cache). Able to incorporate data from internal App Store model.	
A32	Schedule of Values (SOV) Functionality	Tool must be having functionality of uploading Billing Breakup of all the contracts (Unit Cost or Lumpsum) awarded to Contractors. The same SOV will be used for all RA Bills transactions in future.	

A33	RA Bill Process	Tool Must be able to provide a monthly RA bill functionality to the contractors which must be integrated with Measurement book and SOV. It must be linked to cost sheet for rolled cost at different levels.	
A34	Measurement Book or Work Certification Functionality	Prior to the RA Bill initiation, tool must have the functionality to certify the executed quantity which will further be captured as Measurement Book.	
A35	Response via mail Approval Process	Tool must be capable of responding to the action through mail directly without login into the system for any approval process.	
A36	Alert Notification	for every business processes, there must be alert mechanism so that one can take proactive decisions to avoid any delay/overrun.	
A37	Phase Gate Functionality	Tool must enable someone enable you to assess the quality and integrity of a project throughout its life cycle. Create acceptance criteria to track and control project phases, and then define and track gate conditions for each phase of the project. Each gate condition is evaluated against project data and is marked complete when the condition is met. When all the conditions are met, the project moves to the next phase either manually.	
A38	Project and User email functionality	Tool must provide Project and User based email system where one can write/receive project based mails in dedicated Project Hierarchy.	
A39	Minutes of Meeting and Action Item	The tool must provide to maintain and record all the MOMs happening during the project execution. It also deals with all the action items to be recorded in MOMs	

A40	Notices To Proceed	Any instruction or Green signal to any contractor must be sent through the tool.	
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Document Management/Sharing/Bundling

FEATURE		FEATURE DESCRIPTION	Yes /.No (if no, remarks)
B01	Bulk Import/Export	Ability to batch upload/update photos and documents and include relevant and searchable meta-data elements, while adhering to version/revision control.	
B02	Definition of WPs, Deliverables	Ability to add/delete work packages and deliverables by Engineering, define the projects work packages, deliverables in work package, schedules and resources for each deliverable.	
B03	Bulk Update of WPs/Deliverables	Ability to batch upload/update work packages, deliverables with planned dates, forecast dates etc using Excel or from Project Management software	
B04	BIM model exchange	Ability to exchange/integrate BIM data.	
B05	CAD Data Management	Ability to handle X-ref and reference information to master CAD drawings	
B06	Manage project workspace and application profile	Ability to have definable workspace for work sharing.	
B07	Manage Engineering Deliverables	Ability to manage Engineering deliverable progress monitoring	
B08	Maintain Quantity Adjusted Budget	Ability to manage quantity budgets (Labor Hours) and/or interface with detailed quantity tracking (labor hours) tool.	
B09	Information Hierarchy	Ability to link documents, Drawings to project, project type, equipment, models and show relationships.	

B10	Document Linking(packages)	Ability to link multiple documents created using multiple authoring tools to a document deliverable	
B11	Package generation/development/management	Ability to define the projects work packages, deliverables in work package, schedules and resources for each deliverables. May include dates, resources, weights, quantities for document packages or work packages.	
B12	Support for multiple file types	Ability to store & view multiple file formats (MSOffice) in original application format.	
B13	Data Archiving & Retention	Ability to support or follow a standard Records Management & Retention Policy, including capabilities which would support, or enable, project archiving (close-out) activities. May include closeout and move record documents to retention system for hold.	
B14	Document Auditing	Ability to provide document audit capability which defines the what/who/when/how history of each document/record stored. This provides an auditable and traceable log tied to the schedule.	
B15	Records scheduling	Ability to define records schedule, which identifies records as either temporary or permanent.	
B16	Asset Management information	Ability to capture Asset registers and Control Loops identified by the commissioning team and associated with Systems and Sub-systems. May also capture BIM data & Quality records.	
B17	Markup/Commenting functionality during design review process	DMS Functionality of the tool must be able to mark up and comment over the 2D/3D drawing while design review process.	

IT/Configuration/Compatibility/Security

FEATURE		FEATURE DESCRIPTION	Yes / No (If no, remarks)
C01	Field level security	Ability to define security down to the data field level, to minimize configuration/views. Will also drive reporting and accessibility.	
C02	SSO/LDAP Authentication	Ability to follow SSO (Single Sign-On)/LDAP (Lightweight Directory Access Protocol) user authentication.	
C03	P6 Integration	Ability to integrate with Primavera P6 schedule, linking documents to WBS and bi-directional sharing of information.	
C04	MS Office Integration	Ability to integrate with MS Office and include MetaData.	
C05	Dashboards	Ability to create and view dashboards of reports for project team and senior management. Can dynamically create dashboards to display reports without knowledge of any programming tool. Project/Program dashboards on schedules as well as documents available. Able to define portal views for each role.	
C06	BI Reporting	Ability to integrate with BI (Business Intelligence) tools. Allows for consistent exchange and structure.	
C07	Business user/Project Team administration	Ability to drive administration tasks to the business user/project team (should not require developer or helpdesk to perform Market/Project Level admin tasks).	
C08	Mobility	Ability to support mobile devices, over multiple Operating Systems (OS'). Able to support "offline" updating and low bandwidth challenges. System will also allow for workflow processing via mobile devices, either through app, email or browser.	

C09	Client/Vendor/Sub Communication & Mgmt	Ability to facilitate contract administration by incorporating contract, contacts and communication.	
C10	Document Viewer	Ability to provide a viewer so the user can 'open' multiple file formats stored in the system, without having the original application installed locally (i.e. DWG). Allows for Web/Server side processing.	
C11	Manage Review Cycle	Ability to provide a review management capability to collect/manage review cycles for documents/drawings/submittals.	
C12	Report configurability based on contract reqs	Ability to define standard reporting structure, while allowing configurability for contract requirements.	
C13	Cost Sheet Functionality	Tool must have a financial reporting feature which can be used to report all the cost transactions (Contracts, Billing Breakup, Budget Approval, Actual spends, Commitments) in a single place holder named as Cost sheet. A project owner can easily investigate any delays or cost overrun directly from Cost sheet.	

Process Automation

FEATURE		FEATURE DESCRIPTION	Yes / No (if no, remarks)
D01	Standardized Numbering/Templates	Ability to define standard numbering sequence/hierarchy by project and template schedule, following document classification. Templates will be configurable to meet contract/client requirements, while following internal hierarchy (Contract Breakdown Structure).	

D02	Automate procedures (WF, alerts)	Ability of a highly configurable workflow engine, that maintains status of stage, role based assignment, data forms/field definition, task delegation capabilities, igniters of secondary processes/actions (triggers), stage gates, thresholds, alerting/statusing, reportable on status, configurable and business line standardization.	
D03	Electronic Sign/Seal	Ability to provide electronic signature and stamping, or integrate with 3rd party application to perform/authenticate user.	
D04	Database field searchable, sortable, reportable, securable	Ability to drive field level data to be searchable, sortable, reportable & securable.	
D05	Multiple project searching and reporting	Ability to search and report across multiple projects.	
D06	Configurable report writer	Configurable report writer to allow configuration when contract requirements dictate, but also allows for administration. Should allow business user ability to configure reports, not developer.	
D07	Program Hierarchy (multiple projects)	Ability to structure program hierarchy to include program/client requirements. Should allow for intelligent structure and security model.	
D08	Server side processing of documents	Allows for server side/Web processing of documents. Does not rely on local client/processing. (Note: Intent is to avoid condition of requiring local server in each office)	
D09	Engine/service/API for custom "jobs"	(no detail provided)	
D10	PDF generation	Ability to automate for PDF creation for WIP documents	
D11	Check print management	Ability to allow creation of "check document" for snapshot of WIP documents by user or system	
D12	Milestone image management	Ability to allow generation of milestone documents for packaging in preparation for review cycle. Approval state around this.	

D13	Geospatial references of documents	Ability to search documents by location or spatial reference, or to store/refer to spatial reference points.	
D14	Point Clouds	Ability to stream point clouds based on spatial location and tolerance (laser scanning/validation)	
D15	Generate/maintain document thumbnails	(no detail provided)	
D16	Reconnect dependencies after document names/versions	(no detail provided)	
D17	Customizable MetaData interface based on classification	(no detail provided)	
D18	Query Generation / Process based reporting	Ability to generate queries of stage information (process based reporting). Sometimes known as User Defined Reporting, allows for the user to query the data at a specific stage (if security allows).	
D19		In case of any APCRDA specific business processes like Health & Safety, QAP, Method Statement, Site closure checklist, Project Milestone checklist, etc., to be required, tool must provide a easily configurable tool to accommodate the APCRDA processes.	

	Yes	No	Total
A			40
B			17
C			13
D			19
Total			89

Form T8: Manufacturer Authorization Form (MAF)

<< Manufacturer Authorization letter on OEM letter head >>

Date:

To,
Commissioner,
Andhra Pradesh Capital Region Development Authority,
Vijayawada – 520002.

Dear Sir,

Whereas, _____ <Name of OEM> _____ having its corporate address at _____ do hereby authorize M/s (Bidder's Name) having its office at (Bidder's Address) to submit a Bid and subsequently negotiate with you for resell of the following proposed Products required to meet the requirements speculated in Request for Proposal (RFP reference number) received from APCRDA by the bidder.

We also inform that M/s _____ is our authorized partner with the highest partnership level, which is _____ since _____.

Product Names –
(List of Product Family)

We hereby extend our warranty & support in accordance with requirements mentioned in the Request For Proposal.

Yours Faithfully

Authorised Signatory
(Name: Phone No. Fax E_mail)

(This letter should be on the letterhead of the Manufacturer duly signed & seal by an authorized signatory)

Form T9: Project Implementation and personnel

Attach:

1. Detailed project timelines for implementation

2. Personnel on the project:

Name	Designation	Title	Man-days proposed
		Project Director	
		Project Manager	
		Developer	
		On-site resource – 1	36 months
		On-site resource – 1	36 months
		Training Manager	

Form T10: Key Personnel

Position	(To be provided as positions stated in Key Personnel, Vol-I.)	Candidate <input type="checkbox"/> Prime <input type="checkbox"/> Alternative
Candidate Information	Name of candidate	Date of Birth
	Professional Qualifications	
Present Employment	Name of Employer	
	Address of Employer	
	Telephone	Contact(Manager/personal officer)
	Fax	Telex
	Job title of candidate	Years with present Employer
		Reference from current employer
Education details	Undergraduate degree and University	
	Postgraduate degree and University	

2. Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience to the project.

From	To	Company/project/position/relevant technical and management experience

3. Abstract of "Similar assignments / projects" undertaken by the said executive

Timeline	Designation	Project title and details	Project area

4. Proposed Man-days for said personnel: _____ - days

Authorized signatory of lead bidder

Form F1: Price Bid Form

[Location, date]

To:

Sir,

We the under signed, offer to provide the services for [title of the Bid] in accordance with your Bidding Document dated [date] and our proposal (Technical and Financial proposal). Our attached financial proposal is for the sum of [amount in words and figures]. This amount is exclusive of the local taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal i.e.,[date].

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorised signatory:

Name and Title of Signatory:

Name of Firm:

Address:

Form F2: Cost Breakup

Name of the Bidder:

Authorized Signatory of the Bidder:

Detailed break-up of the Lump-sum Fee

By Deliverables:

S.No	Description	Qty	Amount
1.	Cost of software installation and deployment – COTS, customization and configuration	200 users	
2.	Staff costs during O&M period	72 man months	
	Total LSF		

Total LSF excluding applicable tax is(in words)
.....(in figures)

VOLUME III

CONDITIONS OF CONTRACT

Contents

Contract document3

1	General Provisions And Interpretation8	
1.1	Definitions	8
1.2	Interpretation	13
1.3	Representatives	16
1.4	Notices	18
1.5	Dispute Settlement	20
1.6	Copyright, Confidential Information, and Ownership	20
2	GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS23	
2.1	Time Guarantee and Liquidated Damages Trigger	23
2.2	Service Conformity Guarantee and Performance Security Trigger. .	.24
2.3	IPR Warranty and Indemnity	25
2.4	Limitation of Liability	28
2.5	Indemnity	28
2.6	Insurances	30
2.7	Force majeure	31
3	TERM, TERMINATION AND MODIFICATION OF CONTRACT34	
3.1	Term	34
3.2	Termination	35
3.3	Modification	38
4	PAYMENT40	
4.1	Price	40
4.2	Payment Terms	40
4.3	Securities	43
4.4	Taxes and Duties	44
5	RESPONSIBILITIES45	
5.1	Service Provider's Responsibilities	45
5.2	Client's Responsibilities	47
6	SUBJECT OF CONTRACT50	
6.1	Project Plan	50
6.2	Documents Approval	51
6.3	Personnel	53
7	Special Conditions of Contract55	

CONTRACT FOR PROVISION OF SERVICES
(Installation, Implementation, Training &
Maintenance of Integrated Electronic Project &
Document Management System (EPDMS) for
Amaravati Capital city)

Between

Andhra Pradesh Capital Region Development Authority And

[insert: name of Service Provider(s)]

Dated: _____

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the [insert: ordinal] day of [insert: month], [insert: year].

BETWEEN

1. (insert: Name of Client), a (insert: name of Client) of the Government of Andhra Pradesh, and having its principal place of business at (insert: address of Client) (hereinafter called “the Client”), and

2. (insert: name of Service Provider] , a corporation incorporated under the laws of [insert: country of Service Provider] and having its principal place of business at [insert: address of Service Provider] (hereinafter called “the Service Provider”).

or

2. a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for the Service Provider’s obligations under this Contract, namely, _____ and _____ (hereinafter called

WHEREAS

(A) The Client desires to engage the Service Provider to provide the following Services [insert: brief description of the Services] “the Services” or “the Work”; and

(B) The Service Provider, having represented to the Client that they have the required infrastructures, professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement;

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 1.1 (a) (iii)) The following documents shall constitute the Contract between the Client and the Service Provider, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices attached to the Contract Agreement
- (b) General Conditions of Contract
- (c) Special Conditions of Contract

1.2 [Add here: any other documents]

1.3 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents).

1.4 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2. Contract Price and Payment Terms

2.1 Contract Price (Reference GCC Clause 1.1(a)(xi) and GCC Clause "Price") The Client hereby agrees to pay to the Service Provider the Contract Price in consideration of the performance by the Service Provider of its obligations under the Contract. The Contract Price shall be [insert: amount in words], [insert: amount in figures], as specified in the Price Schedule. The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the taxes, duties and related levies if and as identified.

Article 3. Effective Date

3.1 Effective Date (Reference GCC Clause 1.1 (e) (vi)) The time allowed for delivery of the Service shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Client and the Service Provider;
- (b) The Service Provider has submitted to the Client the performance security and the advance payment security, in accordance with GCC Clause 19.2 and GCC Clause 19.3;
- (c) The Client has paid the Service Provider the advance payment, in

accordance with GCC Clause 18;

(d) specify here: any other conditions, for example, opening/confirmation of letter of credit.

Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Service Provider, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time and/or other relevant conditions of the Contract.

Article 4. Appendixes

4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

Appendix 1. The Work(Description of the Services/Requirements implementation schedule)

Appendix 2. Project Plan (delivery schedule to be included) Appendix 3. Personnel

Appendix 4. Working Hours and SLA

Appendix 5 Forms (performance/advance security forms) Appendix 6. Price Schedules

Appendix 7 Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

Appendix 8 Deliverable linked Payment schedule

IN WITNESS WHEREOF the Client and the Service Provider have caused this Agreement to be duly executed by their authorized representatives the day and year first above written. For and on behalf of the Client

Signed:

in the capacity of [insert: title or other appropriate designation] in the presence of
For and on behalf of the Service Provider

Signed:

in the capacity of [insert: title or other appropriate designation] in the presence of

1. General Provisions And Interpretation

1.1 Definitions

1.1.1 General

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings

(i) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract SCC, as they may be issued and in force from time to time.

(ii) "Client" means the implementing agency that signs the Contract for the Services with the Selected Service Provider.

(iii) "Service Provider" means a legally-established professional firm or entity selected by the Client to provide the Services under the signed Contract.

(iv) "Contract" means the legally binding written agreement signed between the Client and the Service Provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(v) "Contract Price" means the price payable to the Service Provider as specified in the Contract agreement, Subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract.

(vi) "Contract Documents" means the documents listed in the contract agreement, including any amendments thereto.

(vii) "Day" means a working day unless indicated otherwise.

(viii) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause **GCC3.1.1**

(ix) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Service Provider, Sub-consultant or JV member(s) assigned by the Service Provider to perform the Services or any part thereof under the Contract.

(x) "Foreign Currency" means any currency other than the currency of the Client's country.

(xi) "GCC" means these General Conditions of Contract.

(xii) "Government" means the Government of the Andhra Pradesh or Government of India.

(xiii) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(xiv) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Service Provider's proposal.

(xv) "Local Currency" means the currency of the Client's country.

(xvi) "Non-Key Expert(s)" means an individual professional provided by the Service Provider or its Sub-consultant to perform the Services or any part thereof under the Contract.

(xvii) "Party" means the Client or the Service Provider, as the case may be, and "Parties" means both of them.

(xviii) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(xix) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix 1 hereto.

(xx) "Sub-consultants" means an entity to whom/ which the Service Provider sub-contracts any part of the Services while remaining solely liable for the execution of the Contract.

(xxi) "Third Party" means any person or entity other than the Government, the Client, the Service Provider or a Sub-consultant.

1.1.2 Entities

- (i) Authority means AP Capital Region Development Authority
- (ii) "Member" in case of Service Provider consisting of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities.

(iii) "Party" means the Client or the Service Provider, as the case may be; and "Parties" means both of them.

(iv) "Client" means the entity purchasing the Services, as specified in the SCC.

(v) "Project Manager" means the person named as such in the SCC or otherwise appointed by the Client in the manner provided in GCC Clause 1.4.1 (Project Manager) to perform the duties delegated by the Client.

(vi) "Service Provider" means the firm or Service Provider or Joint Venture or Consortium whose bid or Proposal to perform the Contract has been accepted by the Client and is named as such in the Contract Agreement.

(vii) "Service Provider's Representative" means any person nominated by the Service Provider and named as such in the SCC or otherwise approved by the Client in the manner provided in GCC 1.3.2 (Service Provider's Representative) to perform the duties delegated by the Service Provider.

(viii) "Subcontractor" means any firm to whom any of the obligations of the Service Provider, including preparation of any design or supply of any Goods or Services, is subcontracted directly or indirectly by the Service Provider.

(ix) "Third Party" means any person or entity other than the Government, the Trust, the Service Providers or a Subcontractor.

(x) "Owner's Engineers" mean the client's engineer or a representative of the client who is an independent third-party of the client to ensure the designing, execution and supervision aspects of works assigned.

1.1.3 Scope

(i) "Confidential Information" means all information (whether in written, oral, electronic or other format) that have been identified or marked confidential at the time of disclosure including Project Data which relates to the technical, financial and business affairs, customers, Consultants, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to this Agreement or to the Project Agreement in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the Project Agreement).

(ii) "Deliverables" means the products, infrastructure and services specifically developed for "AP Capital Region Development" and agreed to be delivered by the Service Provider in pursuance of the agreement and include all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines, and all their modifications.

(iii) "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Service Provider is required to supply or supply and install

under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Service Provider's Equipment.

(iv)“Proprietary Information” means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flow charts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement, Project Agreement or a Project Engagement Definition.

(v)“Services” means all technical, logistical, management, and any other Services to be provided by the Service Provider under the Contract. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, study, documentation, transportation, insurance, testing, validation, expediting, site preparation, installation, integration, training, data migration, maintenance, operations and technical support.

(vi)“Service Level” means the level and quality of service and other performance criteria which will apply to the Services as set out in any Project Agreement.

(vii)“The Project Plan” means the document to be developed by the Service Provider and approved by the Client, pursuant to **GCC6.1** with **GCC**

, based on

6.1 Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

(viii)“Software” is a collection of computer programs and related data that provide the instructions for telling a computer what to do and how to do it.

(ix)“Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Client under the Contract.

(x)“Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

(xi) "Service Provider's Equipment" means all equipment, tools, apparatus, or things of every kind required in or for the services that is to be provided by the Service Provider.

1.1.4 Activities

(i) "Delivery" means the transfer of the Goods or Services from the Service Provider to the Client specified in the Contract.

(ii) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

1.1.5 Place and Time

(i) "Day" means calendar day of the English Calendar. (ii) "Week" means seven (7) consecutive Days, beginning Monday. (iii) "Month" means calendar month of the English Calendar. (iv) "Year" means twelve (12) consecutive Months.

(v) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause **GCC3.1.1**

(vi) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Client and Service Provider in relation to the Work, as specified in the **SCC**.

(vii) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

1.2 Interpretation

1.2.1 Contract Documents

Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

1.2.2 Governing Law

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.2.3 Governing Language

This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.2.4 Relation between the parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Service Provider. The Service Provider, subject to this Contract, has complete charge of the Experts and Sub-Consultant, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.2.5 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

1.2.6 Headings

The headings shall not limit, alter or affect the meaning of this Contract. Persons Words importing persons or parties shall include firms, corporations, and government entities.

1.2.7 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 statement, representation, promise or agreement not set forth herein.

1.2.8 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

1.2.9 Independent Service Provider

The Service Provider shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract. Subject to the provisions of the Contract, the Service Provider shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Service Provider in connection with the performance of the Contract shall be under the complete control of the Service Provider and shall not be deemed to be employees of the Client, and nothing contained in the Contract or in any subcontract awarded by the Service Provider shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Client.

1.2.10 Joint Venture

If the Service Provider is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the Client for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the Client.

1.2.11 Location

The Services shall be performed at such locations as are specified in Appendix 1 hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

1.2.12 Non waiver

(a) Subject to **GCC 1.2.12 (b)** of this Clause below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

1.2.13 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

1.2.14 Fairness And Good Faith

(a) 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.

(b) 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 in accordance with "**Dispute Settlement**"1.5 clause GCC hereof.

1.1.1.3 Representatives

(a) Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.

(b) Trust of Member in charge

In case the Service Provider is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Service Provider's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.3.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days from the Effective Date, the Client shall appoint and notify the Service Provider in writing of the name of the Project Manager. The Client may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Service Provider without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work. Such appointment shall take effect only upon receipt of such notice by the Service Provider. Subject to the extensions and/or limitations specified in the SCC (if any), the Project Manager shall have the authority to represent the Client on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Client pursuant to "Notices" 1.4 Clause GCC.

1.3.2 Service Provider's Representative

(a) If the Service Provider's Representative is not named in the Contract, then within fourteen [14] days from the Effective Date, the Service Provider shall appoint the Service Provider's Representative and shall request the Client in writing to approve the person so appointed. The request must be accompanied by detailed curriculum vitae for the nominee, as well as a description of any other responsibilities the nominee would retain while performing the duties of the Service Provider's Representative. If the Client does not object to the appointment within fourteen [14]* days, the Service Provider's Representative shall be deemed to have been approved. If the Client objects to the appointment within fourteen [14] days giving the reason therefore, then the Service Provider shall appoint a replacement within fourteen [14] days of such objection in accordance with the Sub-Clause **1.3.2(a)** of this Clause GCC.

1

(b) Subject to the extensions and/or limitations specified in the SCC (if any), the Service Provider's Representative shall have the authority to represent the Service Provider on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Service Provider

¹*unless specified otherwise in the SCC

pursuant to “Notices”1.4 Clause GCC.

- (c) The Service Provider shall not revoke the appointment of the Service Provider’s Representative without the Client’s prior written consent, which shall not be unreasonably withheld. If the Client consents to such an action, the Service Provider shall appoint another person of equal or superior qualifications as the Service Provider’s Representative, pursuant to the procedure set out in **1.3.2(a)** of this Clause GCC.
- (d) The Service Provider’s Representative and staff are obliged to work closely with the Client’s Project Manager and staff, act within their own authority, and abide by directives issued by the Client that are consistent with the terms of the Contract. The Service Provider’s Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- (e) The Service Provider’s Representative may, subject to the approval of the Client (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Service Provider’s Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.
- (f) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with Sub-Clause **1.3.2(e)** of this Clause GCC shall be deemed to be an act or exercise by the Service Provider’s Representative.

1.3.3 Objections and Removals

If the Client finds that any of the Experts or Sub-Consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Service Provider’s Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Service Provider shall, at the Client’s written request, provide a replacement.

In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Service Provider to provide a replacement.

Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

Replacement

Except as the Client may otherwise agree,

- (i) the Service Provider shall bear all additional travel and other costs

arising out of or incidental to any removal and/or replacement, and
(ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

1.4 Notices

1.4.1 Overview

Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to Sub-Clause **1.4.3** of this Clause GCC below, by personal delivery, registered post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions.

- (a) Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2*) days after dispatch by notice sent by registered post or special courier, except as otherwise specified in the Contract.
- (b) Any notice sent by registered post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10*) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by mail or special courier.
2
- (c) Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.
- (d) Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

1.4.2 Approvals

Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

1.4.3 Representative

Pursuant to "**Representatives**"**1.3** Clause GCC, notices from/to the Client are normally given by, or addressed to, the Project Manager, while notices from/to the Service Provider are normally given by, or addressed to, the Service Provider's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Service Provider's Representative (or deputy), or if their related authority is limited by the sub-clause **1.3.1** or "**Representatives**"**1.3.2(b)** of "**Representatives**"**1.3** Clause of SCC for GCC, or for any other reason, the Client or Service

²unless otherwise specified in SCC

Provider may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the Client are as **specified in the SCC** or as subsequently established/amended. The address of the Service Provider's Representative and the fallback address of the Service Provider are as specified in **SCC** of the Contract Agreement or as subsequently established/amended.

1.5 Dispute Settlement

1.5.1 Dispute and Mutual Consultation

The Parties shall seek to resolve any dispute amicably by mutual consultation.

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen [14*] days after receipt. If that Party fails to respond within fourteen [14*] days, or the dispute cannot be amicably settled within fourteen [14*] days following the response of that Party.

3

1.5.2 Arbitration

(a) Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

1.6 Copyright, Confidential Information, and Ownership

1.6.1 Copyright

As applicable, the Client's and Service Provider's rights and obligations with respect to the designs, methodologies, algorithms, surveys, data, analysis, results and reports among other things in the deliverables, are specified in the SCC. **Subject to the SCC**, the Intellectual Property Rights in all the designs, methodologies, data, analysis, results and reports among other things in the deliverables of the Contract Agreement shall, at the date of this Contract or on creation of the rights (if later than the date of this Contract), vest in the Client. The Service Provider shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the Client may consider necessary or desirable to perfect the right, title, and interest of the Client in and to those rights. In respect of such deliverable, the Service Provider shall ensure that the holder of a moral right in such an item does not assert it, and the Service Provider shall, if requested to do so by the Client and where permitted by applicable law, ensure that the holder of such a moral right waives it.

1.6.2 Confidential Information

Except with the prior written consent of the Client, the Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider

³unless otherwise specified
in the SCC

and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

1.6.3

For the purposes of **sub-clause 1.6.2** of this clause GCC, the Service Provider is also deemed to be the Receiving Party of Confidential Information generated by the Service Provider itself in the course of the performance of its obligations under the Contract and relating to the businesses, services, finances, Service Providers, employees, or other contacts of the Client or the Client's use of the deliverables.

1.6.4

Notwithstanding **sub-clause 1.6.2** and **sub-clause 1.6.3** of this clause GCC the Service Provider may furnish to its Subcontractor Confidential Information of the Client to the extent reasonably required for the Subcontractor to perform its work under the Contract, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause as if that person were party to the Contract in place of the Receiving Party.

1.6.5

The Service Provider shall not, without the Client's prior written consent, use any Confidential Information received from the Client for any purpose other than those that are required for the performance of the Contract.

1.6.6

The obligation of the Receiving Party under **sub-clause 1.6.2** through **sub-clause 1.6.2** of this clause GCC, however, shall not apply to that information which

(a) Now or hereafter enters the public domain through no fault of the Receiving Party;

(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;

(c) Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

1.6.7

The above provisions of this GCC Clause shall not in any way modify any undertaking of confidentiality given by the Service Provider prior to the date of the Contract in respect of the System or any part thereof.

1.6.8

The provisions of this GCC Clause shall survive the termination, for whatever reason, of the Contract for three [3] years or such longer period as may be specified in the SCC.

1.6.9

The ownership of the deliverables and other Services or Goods shall be transferred to the Client at the time of Delivery or otherwise under terms that may be agreed upon and specified in the Contract Agreement.

Ownership and the terms of usage of the deliverables supplied under the Contract shall be governed by **sub-clause 1.6.1** of this clause GCC and any elaboration in the Requirements.

All plans, drawings, specifications, designs, reports, algorithms, source code of software, any similar thing prepared utilising the Client's domain knowledge, and other documents and tools prepared by the Service Provider for the Client under this contract shall become and remain the property of the Client, and the Service Provider shall, not later than upon termination or expiration of this contract, deliver all such documents to the Client together with a detailed inventory thereof. The Service Provider may retain a copy of such documents, tools and software, if any. Restriction about the future use of these documents and software, if any, shall be specified in the SCC.

2. GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

2.1 Time Guarantee and Liquidated Damages Trigger

2.1.1 Guarantee

The Service Provider guarantees that it shall complete the performance of various activities of the contract within the time periods specified in the Implementation Schedule in the Requirements part of Volume I and/or the Agreed and Finalized Project Plan pursuant to GCC **Clause 6.1**, or within such extended time to which the Service Provider shall be entitled under GCC **Clause 3.1.5** (Extension of Time).

2.1.2 Triggering of Liquidated Damages

- (a) If the Service Provider fails to perform the various activities within the time specified in the Implementation Schedule in the Requirements part of Volume I or the Agreed and Finalized Project Plan, or any extension of the time previously granted under GCC **Clause 3.1.5** (Extension of Time), the Service Provider shall pay to the Client liquidated damages at the rate specified in the SCC as a percentage of the Contract Price, or the relevant part of the Contract Price if an item/activity has not been performed. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC ("the Maximum"). Once the Maximum is reached, the Client may consider termination of the Contract, pursuant to GCC **Clause 3.2.2**.
- (b) Unless otherwise specified in the SCC, liquidated damages payable under **Sub-clause 2.1.2(a)** of this clause GCC shall apply only to the failure to perform the activities/items as specified in the Implementation Schedule in the Requirements and/or Agreed and Finalized Project Plan. This shall not limit, however, any other rights or remedies the Client may have

under the Contract for other delays.

- (c) If liquidated damages are claimed by the Client for the activity or item, the Service Provider shall have no further liability whatsoever to the Client in respect to the time guarantee for the activity or item. However, the payment of liquidated damages shall not in any way relieve the Service Provider from any of its obligations to complete the System or from any other of its obligations and liabilities under the Contract.

2.2 Service Conformity Guarantee and Performance Security Trigger

2.2.1

The Service Provider guarantees that, once the Acceptance Certificate(s) has been issued, the work is in compliance with the Client's requirements set forth in the Requirements and it conforms to all other aspects of the Contract. The Service Provider acknowledges that GCC Clause 6.2.5 regarding Acceptance governs how conformance of the work to the Contract requirements will be determined.

2.2.2

If, for reasons attributable to the Service Provider, the work does not conform to the Requirements or does not conform to all other aspects of the Contract, the Service Provider shall at its cost and expense make such changes, modifications, and/or additions as may be necessary to conform to the Requirements and meet all standards. The Service Provider shall notify the Client upon completion of the necessary changes, modifications, and/or additions and shall request the Client to re-check.

2.2.3

If the work fails to conform to the Requirements, the Client may consider termination of the Contract, pursuant to GCC Clause 4.3, and forfeiture of the Service Provider's Performance Security in accordance with GCC Clause 4.3 in compensation for the extra costs and delays likely to result from this failure.

2.3 IPR Warranty and Indemnity

2.3.1 IPR Warranty

The Service Provider hereby represents and warrants that the performance of the Service, does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for the Client to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Service Provider shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used.

2.3.2 IPR Indemnity

The Service Provider shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Client or its employees or officers may suffer as a result of any infringement or

alleged infringement of any Intellectual Property Rights by reason of performance of the service.

2.3.3

Such indemnities shall not apply if any claim of infringement

(a) Is asserted by a parent, subsidiary, or affiliate of the Client's organization; (b) Is a direct result of a design mandated by the Client's Requirements and the pos-

sibility of such infringement was duly noted in the Service Provider's Proposal or Bid;

2.3.4

If any proceedings are brought or any claim is made against the Client arising out of the matters referred to in **Sub-clause 2.3.2** of this clause GCC, the Client shall promptly give the Service Provider notice of such proceedings or claims, and the Service Provider may at its own expense and in the Client's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Service Provider fails to notify the Client within twenty-eight [28*] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its own behalf. Unless the Service Provider has so failed to notify the Client within the twenty-eight [28*] days, the Client shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Client shall, at the Service Provider's request, afford all available assistance to the Service Provider in conducting such proceedings or claim and shall be reimbursed by the Service Provider for all reasonable expenses incurred in so doing.

1

2.3.5

The Client shall indemnify and hold harmless the Service Provider and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Service Provider or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Service Provider in connection with this Contract by the Client or any persons (other than the Service Provider) contracted by the Client, except to the extent that such losses, liabilities, and costs arise as a result of the Service Provider's breach of sub-clause of this clause GCC. Such indemnity shall not cover

(a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

(b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the

Client or any other person contracted by the Client, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

Such indemnities shall also not apply

- (a) If any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Service Provider's organization;
- (b) To the extent that any claim of infringement is caused by the alteration, by the Service Provider, or any persons contracted by the Service Provider, of the design, data, drawing, specification, or other documents or materials provided to the Service Provider by the Client or any persons contracted by the Client.

2.3.6

If any proceedings are brought or any claim is made against the Service Provider arising out of the matters referred to in **Sub-clause 2.3.2** of this clause GCC, the Service Provider shall promptly give the Client notice of such proceedings or claims, and the Client may at its own expense and in the Service Provider's name conduct such proceedings or claim and any negotiations for the settlement of any

¹unless otherwise specified in the SCC

such proceedings or claim. If the Client fails to notify the Service Provider within twenty-eight [28*] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Service Provider shall be free to conduct the same on its own behalf. Unless the Client has so failed to notify the Service Provider within the twenty-eight [28*] days, the Service Provider shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Service Provider shall, at the Client's request, afford all available assistance to the Client in conducting such proceedings or claim and shall be reimbursed by the Client for all reasonable expenses incurred in so doing. ²

²unless specified in the SCC

2.4 Limitation of Liability

2.4.1

- (a) Subject to additional provisions, if any, set forth in the **SCC**, the Service Provider's liability under this Contract shall be as determined under the Applicable Law.
- (b) The Service Provider shall not be liable to the Client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, or loss of "interest" costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Client; and the Service Provider shall replace all the equipment which is intentionally / accidentally damaged during the course of supply of services.

- (c) The aggregate liability of the Service Provider to the Client, whether under the Contract, in tort or otherwise, shall not exceed three times the total Contract Price, agreed by the both parties; provided that this limitation shall not apply to any obligation of the Service Provider to indemnify the Client with respect to intellectual property rights infringement, or a data breach.

2.5 Indemnity

2.5.1

The Service Provider and each and every Subcontractor shall abide by the job safety, insurance, other prevalent measures and the Applicable Law.

2.5.2

Subject to **Sub-clause 2.5.3** of this Clause GCC, the Service Provider shall indemnify and hold harmless the Client and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Client or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property arising in connection with the service and by reason of the negligence of the Service Provider or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Client, its contractors, employees, officers, or agents.

2.5.3

If any proceedings are brought or any claim is made against the Client that might subject the Service Provider to liability under **Sub-clause 2.5.2** of this clause GCC, the Client shall promptly give the Service Provider the notice of such proceedings or claims, and the Service Provider may at its own expense and in the Client's name get conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Service Provider fails to notify the Client within twenty-eight [28*] days after receipt of such notice that it intends to conduct

any such proceedings or claim, then the Client shall be free to conduct the same on its own behalf. Unless the Service Provider has so failed to notify the Client within the twenty-eight [28*] day period, the Client shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Client shall, at the Service Provider's request, afford all available assistance to the Service Provider in conducting such proceedings or claim and shall be reimbursed by the Service Provider for all reasonable expenses incurred in so doing.

2.5.4

The Client shall indemnify and hold harmless the Service Provider and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Service Provider or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Client, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under **“Insurances” Clause**

2.6 of GCC, provided that such fire, explosion, or other perils were not caused by any negligent act or failure of the Service Provider.

2.5.5

If any proceedings are brought or any claim is made against the Service Provider that might subject the Client to liability under **Sub-clause 2.5.4** of this clause GCC, the Service Provider shall promptly give the Client the notice of such proceedings or claims, and the Client may at its own expense and in the Service Provider's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Client fails to notify the Service Provider within twenty-eight [28*] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Service Provider shall be free to conduct the same on its own behalf. Unless the Client has so failed to notify the Service Provider within the twenty-eight [28*] days, the Service Provider shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Service Provider shall, at the Client's request, afford all available assistance to the Client in conducting such proceedings or claim and shall be reimbursed by the Client for all reasonable expenses incurred in so doing.

2.5.6

The party entitled to the benefit of an indemnity under this GCC Clause shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced. ⁴

³unless otherwise specified in the SCC

⁴unless otherwise specified in the SCC

2.6 Insurances

2.6.1

The Service Provider

- (i) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at its (or the Sub-Service Providers', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and
- (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Service Provider shall ensure that such insurance is in place prior to commencing the Services as stated in Clause **GCC Clause 3.1.2**.
- (iii) The insurance cover shall be in accordance with good industry practice
- (iv) Insurance cover should not be cancelled, modified or allowed to expire

2.6.2

The Client shall be named as co-insured under all insurance policies taken out by the Service Provider pursuant to **Sub-clause 2.6.1** of this clause GCC, except for the Third-Party Liability, and the Service Provider's Subcontractors shall be named as co-insured under all insurance policies taken out by the Service Provider pursuant to **Sub-clause 2.6.1** of this clause GCC. All insurers' rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

2.6.3

The Service Provider shall deliver to the Client certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

2.6.4

The Service Provider shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Service Provider.

2.6.5

If the Service Provider fails to take out and/or maintain in effect the insurance referred to in **Sub-clause 2.6.1** of this clause GCC, the Client may take out and maintain in effect any such insurance and may from time to time deduct from any amount due to the Service Provider under the Contract any premium that the Client

shall have paid to the insurer or may otherwise recover such amount as a debt due from the Service Provider.

2.6.6

Unless otherwise provided in the Contract, the Service Provider shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause and all monies payable by any insurers shall be paid to the Service Provider. The Client shall give to the Service Provider all such reasonable assistance as may be required by the Service Provider in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Client's interest is involved, the Service Provider shall not give any release or make any compromise with the insurer without the prior written consent of the Client. With respect to insurance claims in which the Service Provider's interest is involved, the Client shall not give any release or make any compromise with the insurer without the prior written consent of the Service Provider.

2.7 Force majeure

2.7.1

"Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include

- (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor
- (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

2.7.2 No Breach of Contract

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen [14*] calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Client, shall either

- (a) Demobilize, in which case the Service Provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) Continue with the Services to the extent reasonably possible, in which case the Service Provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC **Clause1.5** .

2.7.4

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC **Clause3.1.6** .

2.7.5

No delay or non performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall

- (a) constitute a default or breach of the Contract;
- (b) (subject to GCC Clauses **Clause3.1.3** , and **Clause3.1.4** give rise to any claim for damages or additional cost or expense occasioned by the delay or non performance, if, and to the extent that, such delay or non performance is caused by the occurrence of an event of Force Majeure.

2.7.6

If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty [60*] days or an aggregate period of more than one hundred and twenty [120*] days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other. ⁵

2.7.7

In the event of termination pursuant to GCC Clause **Clause3.1.6** , the rights and obligations of the Client and the Service Provider shall be as specified in GCC **"Termination" Clause3.2** .

2.7.8

Notwithstanding GCC **Clause3.1.5** , Force Majeure shall not apply to any obligation of the Client to make payments to the Service Provider under this Contract.

⁵unless otherwise specified in the SCC

TERM, TERMINATION AND MODIFICATION OF CONTRACT

3.1 Term

3.1.1 Effectiveness of contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Service Provider instructing the Service Provider to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

3.1.2 Commencement of Services

The Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

3.1.3

The Service Provider shall commence work within the period specified at **Sub-clause 3.1.2** of this clause GCC, and the Service Provider shall thereafter proceed with the work in accordance with the time schedule specified in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan.

3.1.4

The Service Provider shall adhere to the timelines in the Implementation Schedule in the Requirements Section and any refinements made in the Agreed and Finalized Project Plan, or within such extended time to which the Service Provider shall be entitled under GCC **Clause 3.1.5** (Extension of Time).

3.1.5 Extension of time

The time(s) specified in the Schedule of Implementation shall be extended if the Service Provider is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following

- (a) Any occurrence of Force Majeure as provided in GCC Clause “**Force Majeure**”

2.7 ;

- (b) Default of the Client; or

(c) Any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Service Provider.

3.1.6

Except where otherwise specifically provided in the Contract, the Service Provider shall submit to the Project Manager a notice of a claim for an extension of the time, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Client and the Service Provider shall agree upon the period of such extension. In the event that the Service Provider does not accept the Client's estimate of a fair and reasonable time extension, the Service Provider shall be entitled to refer the matter under "Settlement of Disputes" of GCC Clause 1.5.

3.1.7

The Service Provider shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

3.2 Termination

3.2.1 Expiration of contract

Unless terminated earlier pursuant to GCC Clause 3.1 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

3.2.2 Termination by the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs 3.2.2(a) through 3.2.2(f) of this Clause. In such an occurrence the Client shall give at least thirty [30*] calendar days' written notice of termination to the Service Provider in case of the events referred to in 3.2.2(a) through 3.2.2(d); at least sixty [60*] calendar days' written notice in case of the event referred to in 3.2.2(e); and at least five (5*) calendar days' written notice in case of the event referred to in 3.2.2(f) ¹

(a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC Clause 3.2 ;

(b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of

debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

¹unless otherwise specified
in the SCC

- (c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC **Clause1.5** ;
- (d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty [60*] calendar days;²
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Service Provider fails to confirm availability of Key Experts as required in Clause GCC **Clause3.1** .

Sub-Clause Furthermore, if the Client determines that the Service Provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14*) calendar days written notice to the Service Provider, terminate the Service Provider's employment under the Contract. For the purposes of this Clause

(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 (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation by the Trust 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; or (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under Clause "Service Provider's Responsibilities" GCC.

- (g) If the Client, in its sole discretion and for any reasons whatsoever, decides to terminate this contract.

²unless otherwise specified in the SCC

3.2.3 Termination by the Service Provider

The Service Provider may terminate this Contract, by not less than thirty [30*] calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clauses GCC1.5 within forty- five [45*] calendar days after receiving written notice from the Service Provider that such payment is overdue. ³
- (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty [60*] calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five [45*] days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider's notice specifying such breach.

3.2.4 Termination of contract for failure to become effective

If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two [22*] days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. ⁴

3.2.5 Cessation of rights and obligations

Upon termination of this Contract pursuant to GCC **Clause3.2** or GCC **Clause**

3.2.2 hereof, or upon expiration of this Contract pursuant to Clause **3.2.3**, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GCC1.6,
- (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause **Clause5.1** , and **Clause5.1.3** any right which a Party may have under the Applicable Law.

3.2.6 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses **3.2.2** or GCC**3.2.3**, the Service Provider 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. With respect to documents prepared

³unless otherwise specified in the SCC

⁴unless otherwise specified in the SCC

by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC **Clause 5.1.7**.

3.2.7 Payment upon Termination

Upon termination of this Contract, the Client shall make the following payments to the Service Provider

- (a) Remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant;
- (b) In the case of termination pursuant to paragraphs (d) and (e) of GCC **Clause 3.2.2**, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

3.2.8 Disputes about Events of termination

If either party disputes whether an event specified in paragraphs under **Sub-clause**

3.2.2 or **Sub-clause 3.2.3** of this Clause GCC occurred, such party may, within forty-five [45*] Days after receipt of notice of termination from the party, refer the matter to arbitration pursuant to "**Dispute Settlement**" **1.5** clause GCC hereof, and this contract shall be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.3 Modification

3.3.1 Permitted Modifications

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, 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 Authority's is required.

3.3.2 Introducing a Change

Client shall have the right to propose, and subsequently require, the Project Manager to order the Service Provider from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the Service (interchangeably called "Change"),

provided that such Change falls within the general scope of the work, does not constitute unrelated work, and is technically practicable, taking into account the capability of the Service Provider.

3.3.1

The Service Provider may from time to time during its performance of the Contract propose to the Client (with a copy to the Project Manager) any Change that the Service Provider considers necessary or desirable to improve the quality or efficiency of the Service. The Client may at its discretion approve or reject any Change proposed by the Service Provider.

3.3.2

Notwithstanding **Sub-clause 3.3.2** and **Sub-clause 3.3.3** of this clause GCC, no change made necessary because of any default of the Service Provider in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time.

3.3.3 Assignment

Neither the Client nor the Service Provider shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or hereunder, except that the Service Provider shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

PAYMENT

4.1 Price

4.1.1

The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

4.1.2

Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

4.1.3

The Service Provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

4.2 Payment Terms

4.2.1

The Client shall pay to the Service Provider as specified in SCC

The Contract Price shall be paid in Indian Rupees as specified in the SCC.

4.2.2

No payment made by the Client herein shall be deemed to constitute acceptance by the Client of any deliverable.

4.2.3

Payments shall be made promptly by the Client, but in no case later than sixty [60*] days after submission of a valid invoice by the Service Provider. In the event that the Client fails to make any payment by its respective due date or within the period set forth in the Contract, the Client shall pay to the Service Provider interest on the amount of such delayed payment at the rate(s) specified in the SCC for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

Mode of Billing and payments

Billings and payments in respect of the Services shall be made as follows

(a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Service Provider an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and

(ii) is to be in the form set forth in Appendix 5 , or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen [15*] days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Service Provider shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 4.1 and GCC 4.2 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration reimbursable expenses separately.

(c) The Client shall pay the Service Provider's invoices within sixty [60*] days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Service Provider, the Client may add or subtract the difference from any subsequent payments. ¹

(d) The Final Payment . The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Service Provider and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety [90*] calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Service Provider specifying in detail deficiencies in the Services, the final report or final invoice. The Service Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Service Provider to the Client within thirty (30) days after receipt by the Service Provider of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of

¹unless otherwise specified in the SCC

a final report and a final invoice approved by the Client in accordance with the above.

(e) Deductions. Deduction of penalties, damages for each invoice is allowed.

TDS. TDS will be deducted while clearing the payments.

(f) All payments under this Contract shall be made to the accounts of the Service Provider specified in the **SCC**.

(g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Service Provider of any obligations hereunder.

4.2.4 Suspension

The Client may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension.

(i) Shall specify the nature of the failure, and

(ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Service Provider of such notice of suspension.

Interest on Delayed Payments

If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC **Sub-clause 4.2.4(c)**, interest shall be paid to the Service Provider on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

4.3 Securities

4.3.1 Issuance of Securities

The Service Provider shall provide the securities specified below in favour of the Client at the times and in the amount, manner, and form specified below.

4.3.2 Advance Payment Security

- (a) As specified in the **SCC**, the Service Provider shall provide a security equal in amount and currency to the advance payment and valid until the acceptance of all the deliverables.
- (b) The security shall be in the form provided in the Annexure-5 or in another form acceptable to the Client. The amount of the security shall be reduced in proportion to the value of the contract executed by and paid to the Service Provider from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the Client. The way the value of the security is deemed to become reduced and, eventually, voided is as **specified in the SCC**. The security shall be returned to the Service Provider immediately after its expiration.

4.3.3 Performance Security

- (a) The Service Provider shall, within twenty-eight [28*] days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency specified in the **SCC**.
- (b) The security shall be a bank guarantee in the form provided in the **Appendix-5**, or it shall be in another form acceptable to the Client.
- (c) The security shall automatically become null and void once all the obligations of the Service Provider under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Service Provider no later than twenty-eight (28) days after its expiration.

4.4 Taxes and Duties

4.4.1

The Service Provider, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Service Provider or are paid by the Client on behalf of the Service Provider.

4.4.2

If any tax exemptions, reductions, allowances, or privileges may be available to the Service Provider, the Client shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

4.4.3

For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date thirty (30) days prior to the date of proposal submission (also called "Tax" in this GCC sub- Clause). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Service Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

RESPONSIBILITIES

5.1 Service Provider's Responsibilities

5.1.1 Standard of Performance

The Service Provider shall perform the Services and carry out the Services 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. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

The Service Provider shall employ and provide such qualified and experienced Experts and Sub-Service Providers as are required to carry out the Services.

The Service Provider may subcontract part of the Services to an extent and with such Key Experts and Sub-Service Providers as may be approved in advance by the Client. Notwithstanding such approval, the Service Provider shall retain full responsibility for the Services.

5.1.2

The Service Provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultants, comply with the Applicable Law.

The Client shall notify the Service Provider in writing of relevant local customs, and the Service Provider shall, after such notification, respect such customs.

5.1.3 Service Provider to affiliate not to engage in certain activities

The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

5.1.4 Prohibition of conflicting activities

The Service Provider shall not engage, and shall cause its Experts as well as its Sub-Service Providers not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

5.1.5 Accounting, Inspection and Auditing

The Service Provider shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

The Service Provider shall permit and shall cause its Sub-consultants to permit, the authorities and/or persons appointed by the authorities to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the authorities if requested by the authorities. The Service Provider's attention is drawn to GCC **Clause 2.4** which provides, inter alia, that acts intended to materially impede the exercise of the authority's inspection and audit rights provided for under this GCC **Clause 5.1** constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the authority's prevailing sanctions procedures.)

5.1.6 Maintaining of records and reports

Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Service Provider for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

If license agreements are necessary or appropriate between the Service Provider and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Service Provider shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

5.1.7 Equipment and materials furnished by the Client

Equipment, vehicles and materials made available to the Service Provider by the Client, or purchased by the Service Provider wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the

Client's instructions. While in possession of such equipment, vehicles and materials, the Service Provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

Any equipment or materials brought by the Service Provider or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Service Provider or the Experts concerned, as applicable.

5.1.8

Other Service Provider responsibilities, if any, are as stated in the SCC.

5.2 Client's Responsibilities

Unless otherwise specified in the SCC, the Client shall use its best efforts to

5.2.1

Assist the Service Provider with obtaining work permits and such other documents as shall be necessary to enable the Service Provider to perform the Services.

5.2.2

Assist the Service Provider with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

5.2.3

Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

5.2.4

Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2.5

Assist the Service Provider and the Experts and any Sub-consultants employed by the Service Provider for the Services with obtaining exemption from any requirement to register or obtain any

permitted to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

5.2.6

Assist the Service Provider, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

5.2.7 Access to facilities

The Client warrants that the Service Provider shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Service Provider and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Service Provider or any Sub-consultants or the Experts of either of them.

5.2.8 Counter personnel

The Client shall make available to the Service Provider free of charge such professional and support counterpart personnel, to be nominated by the Client with the Service Provider's advice, if specified in SCC.

If counterpart personnel are not provided by the Client to the Service Provider as and when specified in Appendix 1, the Client and the Service Provider shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Service Provider as a result thereof pursuant to GCC clause 4.2.3 as specified.

Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Service Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Service Provider that is consistent with the position occupied by such member, the Service Provider may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

5.2.9 Services, facilities and Property of the Client

The Client shall make available to the Service Provider and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix 1) at the times and in the manner specified in said Appendix 1.

In case that such services, facilities and property shall not be made available to the Service Provider as and when specified in Appendix 1, the Parties shall agree on

- (i) any time extension that it may be appropriate to grant to the Service Provider for the performance of the Services,
- (ii) the manner in which the Service Provider shall procure any such services, facilities and property from other sources, and
- (iii) the additional payments, if any, to be made to the Service Provider as a result thereof pursuant to Clause GCC 4.

SUBJECT OF CONTRACT

6.1 Project Plan

6.1.1

In close cooperation with the Client and based on the Preliminary Project Plan included in the Service Provider's proposal/bid, the Service Provider shall develop a Project Plan encompassing the activities specified in the Contract. The contents of the Project Plan shall be as specified in the SCC and/or Requirements.

6.1.2

The Progress and other reports specified in the SCC shall be prepared by the Service Provider and submitted to the Client in the format and frequency specified in the Requirements.

6.1.3

The Service Provider shall formally present to the Client the Project Plan in accordance with the procedure specified in the SCC.

6.1.4

The Service Provider shall undertake to deliver in accordance with the Agreed and Finalized Project Plan and the Contract.

6.2 Documents Approval

6.2.1 Instructions and Specifications

(a) The Service Provider shall execute the work and the implementation activities necessary for successful performance of the work in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

6.2.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of signing the Contract shall apply unless otherwise **specified in the SCC**. During Contract execution, any changes in such codes and standards shall be applied after approval by the Client.

6.2.3 Approval/Review of Documents by the Project Manager

- (a) The Service Provider shall prepare and furnish to the Project Manager the documents as specified in the **SCC** for the Project Manager's approval or review. Any part of the Service covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents. **Sub-clause 6.2.3(b)** onwards of this clause GCC shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.
- (b) Within fourteen [14*] days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with **Sub-clause 6.2.3(a)** of this clause GCC, the Project Manager shall either return one copy of the document to the Service Provider with its approval endorsed on the document or shall notify the Service Provider in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen [14*] days, then the document shall be deemed to have been approved by the Project Manager. ¹
- (c) The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.
- (d) If the Project Manager disapproves the document, the Service Provider shall modify the document and resubmit it for the Project Manager's approval in accordance with **Sub-clause 6.2.3(b)** of this clause GCC. If the Project Manager approves the document subject to modification(s), the Service Provider shall make the required modification(s), and the document shall then be deemed to have been approved, subject to **Sub-clause 6.2.3(e)** of this clause GCC. The

procedure set out in **Sub-clause 6.2.3(a)**

through **Sub-clause**

¹unless otherwise specified in the SCC

6.2.3(d) of this clause GCC shall be repeated, as appropriate, until the Project Manager approves such documents.

- (e) If any dispute occurs between the Client and the Service Provider in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Service Provider shall proceed with the Contract in accordance with the Project Manager's instructions, provided that after the dispute resolution, the Term of contract shall be extended accordingly.
- (f) The Project Manager's approval, with or without modification of the document furnished by the Service Provider, shall not relieve the Service Provider of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Service Provider by or on behalf of the Client.
- (g) The Service Provider shall not depart from any approved document unless the Service Provider has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this **Clause 6.2.3** of this clause GCC.

6.2.4 Inspections

The Client or its representative shall have the right to inspect any of the ongoing works/activities, at any location.

6.2.5

The Client shall issue an acceptance certificate against each successful deliverable as per the implementation schedule and as further detailed in the **SCC**.

6.3 Personnel

6.3.1 Description of personnel

The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Service Provider's Key Experts are described in Appendix 2.

If required to comply with the provisions, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix 2 may be made by the Service Provider by a written notice to the Client, provided

- (i) That such adjustments shall not alter the original time-input estimates for any individual by more than 10 percentage or one week, whichever is larger; and
- (ii) That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth.

If additional work is required beyond the scope of the Services specified in Appendix 1, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Service Provider. In case where payments under this Contract exceed the ceilings set forth, the Parties shall sign a Contract amendment.

6.3.2 Replacement of personnel

Except as the Client may otherwise agree in writing, no changes shall be made in the Key Professional Staff. Notwithstanding the above, the substitution of Key Professional Staff during Contract execution may be considered only based on the Service Provider's written request and due to circumstances outside the reasonable control of the Service Provider. No Key Professional shall be replaced more than once in the project duration.

6.3.3 Approval of personnel

If during execution of the Contract, additional Key Experts are required to carry out the Services, the Service Provider shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two [22*] days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

² The rate of remuneration payable to such new additional Key Experts shall be

based on the rates for other Key Experts position which require similar qualifications and experience.

unless otherwise specified in the SCC

6.3.4 Removal and / or Replacement of personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the Service Provider it becomes necessary to replace any of the personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If Client
 - (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Service Provider shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Client.
- (c) Any of the personnel provided as a replacement under sub-clauses (a) and (b) above, the rate of remuneration applicable to such person, shall be subject to the prior written approval by the Client except as the Client may otherwise agree.
- (d) Except as the Client may otherwise agree,
 - (i) the Service Provider shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
 - (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

6.3.5 Working Hours, Overtime, Leave etc

Any taking of leave by Key Experts shall be subject to the prior approval by the Service Provider who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

Special Conditions of Contract

1 General Provisions And Interpretation 1.1:

Definitions

1.1.1 General

1.1.1(i): Applicable Law means the laws prevalent in republic of India shall govern this Contract.

1.1.1(ii) The Client is: The Commissioner, APCRDA

The Project Manager is: Director – Information Systems, APCRDA.

1.1.2(vii) The Service Provider’s Representative is:

Name: [insert: name and provide title and address further below, or state “to be nominated within _____ of the Effe

Title:[if appropriate, insert: title]

1.1.5(vi) The Contract shall be for a period of 36 months.

1.3: Representatives

1.3(a) Authorized representative of client: _____

1.3.1 Project Manager Extensions and/or Limitations:

No additional extensions and/ or limitations.

1.3.2 Service Provider’s Representative’s Extensions and/or Limitations:

1.4 Notices Address of the Project Manager :

Director – Information Systems, APCRDA

Lenin Center, Governor Pet, VIJAYAWADA-520002. ANDHRA PRADESH - INDIA.

Fallback address of the Client:

APCRDA

Lenin Center, Governor Pet , VIJAYAWADA -520002 . ANDHRA PRADESH - INDIA.

Address of the Service Provider's Representative: 1) _____

Fallback address of the Service Provider 2) _____.

as appropriate, insert: personal delivery, postal, cable, telegraph, telex, fac- simile, electronic mail, and/or EDI protocol

1.5 Dispute Settlement

(i) Conciliation

Any dispute between the Client and a Service Provider arising in connection with the present Contract shall be referred to arbitration in accordance with the Applicable law. The arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

Disputes shall be settled in accordance with the following provisions:

If any dispute arises between the parties hereto during the subsistence of this Contract Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, then the parties shall refer such dispute to their respective higher authorities the Chief Executive Officer, Client and the Chief Executive Officer of the Service Provider Organization/ Company or a substitute thereof for amicable settlement.

In the event that both the Chief Executive Officers or a substitute thereof are unable to resolve the dispute within thirty (30) days of it being referred to them, then either Party may refer the dispute for resolution to a sole arbitrator who shall be jointly appointed by both parties, or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within 30 days after any party has claimed for an arbitration in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator. The matter shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act.

(ii) Arbitration

Any Dispute which is not resolved amicably by conciliation, as provided above, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed as stated above. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Vijayawada and the language of arbitration proceedings shall be English.

The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to the settlement of disputes shall be final and binding on the Parties as from the date it is made, and the Service Provider and the Client agree and undertake to carry out such Award without delay.

The Service Provider and the Client agree that an Award may be forced against the Service Provider and/or the Client, as the case may be, and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

(iii) Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Vijayawada;
- (b) English language shall be the official language for all purposes; and
- (c) The decision of the sole arbitrator or of a majority of the arbitrators

(or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

1.6 Copyright, Confidential Information, and Ownership

1.6.6 Persons, topics, and conditions for which the confidentiality clause does not apply-Not Applicable

1.6.8 The Government of Andhra Pradesh shall have complete access to all types of technical and / or financial information it obtains or develops with respect to the Service Provider and its Information Technologies, unless the deployed technology is proprietary to the bidder / such third party.

1.6.9 Restriction about the future use, if any: Modules specifically developed for CRDA shall not be used without the prior written consent of the Client.

2 GUARANTEES,LIABILITIES,INDEMNITES, INSURANCE AND RISKS

2.1.2Triggering of Liquidated Damages

2.1.2(a) Liquidated damages : If the successful bidder fails to execute the work as per schedule the delay will be as per SLA mentioned in Appendix 4.

2.4.1 Limitation of Liabilities : The Service Provider's liability under this Contract shall be upto one time the contract price as determined under the Applicable Law. The Client reserves the right to terminate the Contract before this limit, as specified under the SLA, enclosed in Appendix 4.

2.6.1 The Service Provider shall maintain professional indemnity insurance cover of an amount not less than three times the Contract Price.

At the request of the Client, or its representatives, the Service Provider shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

3. TERMINATION AND MODIFICATION OF CONTRACT

3.1 Term

3.1.1 Effectiveness conditions -

All the resources under the contract shall be deployed as per the Contract Conditions.

3.1.2 Commencement of Services The Service Provider shall commence work within 15 days from the Effective Date.

3.2Termination

3.2.1Expiration of Contract and extension The contract shall terminate at the end of 36 months from the Effective Date and can be extended for a maximum period of 12 months at one time, not more than twice subject to approval by the authority.

3.2.3 Termination of Contract for Failure to Become Effective

The time from the date of signing of contract shall be thirty (30) days.

4PAYMENT

4.1 Price

4.1.1 Contract price shall not exceed 130% of the agreement value in case of additional services being entrusted to the Service Provider during the course of the contact. Additional service shall be paid at the same rates specified in the Price Schedule at Appendix 6.

4.1.2 Currency Ceiling - The Foreign currency ceiling shall be taken as the value of dollar up to 4th decimal as on 15th day prior to last date of bid submission

4.2 Payment Terms

(1) Subject to the provisions of **GCC Clause (Terms of Payment)**, the Client shall pay the Contract Price to the Service Provider according to the manner specified below.

(A.) All payments are linked to the successful completion of deliverables certified by the client. The payment schedule applicable is provided in Appendix 8.

(B.) In case the total number of licenses utilized by the client are higher / lesser than the number of licenses provided in Appendix 6, the contract fee will be subject to a pro-rata variation as per Appendix 6.

(C.) In case of variation in the manpower deployment requirements subsequent to the Go-Live certification by the Client, the Contract fee will be subject to variation as per Appendix 6.

(D.) The payment against training would be made subsequent to the satisfactory completion of the training session.

(2) All penalties arising as a result of terms mentioned in the SLA will be deducted before payment.

(3) All payments are subject to deduction of TDS as per applicable rules.

(4) Subsequent to the exercise of any variation, if there is an excess / shortcoming in the amount paid, such adjustments would be made in the subsequent bill.

4.2.4 Mode of Billing and Payments: (a) Advance payments: No advance payments would be made by the Client. All monetary transaction shall be in Indian Rupees.

4.3 Securities

4.3.2 Advance Payment Security Not Applicable.

4.3.3 Performance Security Performance Security equivalent to 5 (five) percent of the Contract price shall be furnished as per the terms set in the Clause 4.3.3 of GCC, in the form of a Bank Guarantee substantially in the

form specified in Appendix 5 of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Service Provider. 50 percentage of the Performance Security shall be released upon the completion of the contract and its acceptance by the Client and the remaining 50 percentage shall be released after 1 Year from the date of completion. This 1 year period shall be termed as the "warranty period".

(Refer - Appendix 5 of Volume-II)

4.3.3 Advance Payment Security Not Applicable

5 Special Conditions of Responsibilities

5.1.8 Service Provider's responsibilities

(1) Limitation of Obligations:

(2) Accounting, Inspecting and Auditing

Specific bases: None

5.2.7 Details of Access to Facilities

The Service Provider shall have access to all the facilities required to perform the services mentioned in **Vol-I Scope** of the RFP document.

5.2.8 Details of Counter Personnel:

Not applicable.

6 SUBJECT OF CONTRACT

6.1 Project Plan

(1) Project Plan shall be Appendix-2.

(2) Apart from the deliverables mentioned the Project Plan, the Service Provider shall

submit progress report to the client as and when requested.

Note: Other reports may be needed to monitor Contract performance/progress, as specified in the SLA and Scope.

6.2 Documents Approval 6.2.2 Codes and Standards

The Methodological Quality Standards adopted shall be as mentioned in Volume- I, Scope of Services.

6.2.3 Approval/Review of Technical Documents by the Project Manager

The list of documents shall be: [Insert: relevant codes if any] (1) Project Plan.

(2) Staff deployment and roster of staff.

(3) Document containing personnel replacements.

- (e) **As Per GCC 6.2.5** Acceptance Certificate Issuance Details: Upon receipt of every deliverable from the Service Provider, the Project incharge from APCRDA, shall issue the certificate of acceptance.

APPENDIX 1 DESCRIPTION OF THE SERVICES

[Give detailed descriptions of the Services to be provided; Implementation schedule- dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Client etc.]

APPENDIX 2 PROJECT PLAN

(WITH DELIVERABLES AND DELIVERY SCHEDULE)

[List format, frequency and contents of deliverables and reports; persons to receive them; dates of submission;]

APPENDIX 3 KEY PERSONNEL

Propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

1.	Title of position
	Name of prime candidate
	Name of alternate candidate
2.	Title of position
	Name of prime candidate
	Name of alternate candidate
3.	Title of position
	Name of prime candidate
	Name of alternate candidate
4.	Title of position—etc.

Position		Candidate <input type="checkbox"/> Prime <input type="checkbox"/> Alternative <input type="checkbox"/>
Candidate Information	Name of candidate	Date of Birth

	Professional Qualifications
Present Employment	Name of Employer
	Address of Employer

	Telephone	Contact (Manager/personal officer)
	Fax	Telex
	Job title of candidate	Years with present Employer

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant technical and management experience

APPENDIX 4

Service Level Requirements/ Agreement

Introduction

The purpose of this section is to define the minimum levels of service expected to be provided by the Service Provider; define the target levels for those services and the measures for demonstrating performance against those targets. For purposes of this Service Level Agreement, the definitions and terms as specified along with the following terms shall have the meanings set forth below:

Definitions

Service Name The type of service that APCRDA expects the Service Provider to provide

Service definition A description of the service and its major components provided by the Service Provider & APCRDA. The definition includes a broad outline of the service.

Targeted service level The standard of service expected in delivery of the described services. This is expressed in terms of scheduled hours of service, availability, reliability, serviceability and response time, to the extent each term is applicable and relevant to the services unless stated otherwise, as set forth in this document.

Scheduled hours of service Scheduled hours of service are defined in terms of the hours within a day, or days within a larger period, during which the system or service should be available. For the purpose of this Service Level Agreement the following definitions are used:

Availability The availability of systems or services is a measure of the length of time the systems or services are available to APCRDA or users of the deployed system, and would be assessed as the proportion of the Scheduled Hours of Service that a service is actually available, measured over each specified period.

Availability means the applications for which the Service Provider is responsible hereunder, are available for use by all user groups. Loss of service availability (an Outage) would be deemed to have occurred when the system or a defined component of the system is unavailable.

APCRDA may require services to be available outside Scheduled Hours of Service and at times and for reasons which cannot be specified in advance. To cover this need, the Service Provider agrees to provide services of short duration outside Scheduled Hours of Service by prior arrangement at mutually agreed times.

$$\text{ServiceAvailability} = (\text{ActualServiceHoursDelivered} / \text{ScheduledServiceHours}) * 100\%$$

The actual number of Service Hours delivered by the Service Provider may be less than the Scheduled number as a result of downtime caused, for example, by the failure of hardware, the failure of application software or unscheduled maintenance. The total application system downtime experienced by APCRDA during a period is the number of Service Hours lost by the site as a result of outages.

The actual level of service delivered is calculated by subtracting the Total Downtime (the number of Service Hours lost as a result of downtime/application server unavailability) from the Scheduled number of Service Hours.

ServiceAvailability =

((Schedul

The Service Provider will measure Service Availability, and data regarding system downtime will be collected automatically by the Service Provider.

Service Availability will be reported on a regular basis. The figures for actual and planned service hours will then be aggregated to calculate service availability over longer periods and to allow a rolling average to be calculated. Calculated service availability statistics will be used as inputs to Service Re- view Meetings between the APCRDA and the Service Provider.

Scheduled Downtime Time agreed between APCRDA and the Service Provider during which the system may be made purposefully unavailable to users to enable maintenance to be performed. The maximum scheduled downtime for preventive maintenance allowed is 2 hours (1:00 am to 3:00 am on Sundays) each month. The Service Provider should notify 7 days in advance of the scheduled downtime or else it will not be classified as scheduled downtime.

Downtime The time period for which the specified services / components are not available to APCRDA and excludes the scheduled downtime planned in advance.

Helpdesk Support A Helpdesk operational during Working hours would be de- ployed during the Operations and Maintenance period which would handle fault reporting, Trouble Ticketing and related enquiries during the contract.

Incident Any event/ abnormality in the functioning of an equipment or while pro- viding a service that might lead to disruption in normal operations is termed as an incident.

Problem Severity Severity is determined by the scope or impact of the problem. Assignment of severity ratings by the Service Provider will be on the basis of the best possible assessment of the problem by the Service Provider.

Escalation Process The severity ratings defined in the table below correspond to the basic level of service required by APCRDA. These definitions may not be appropriate in certain circumstances where a problem has the potential to cause APCRDA significant damage to its business or reputation and in such cases a higher severity rating may be requested and authorized by the project management team and negotiated and agreed with the Service Provider. Alternatively, APCRDA may negotiate with the Service Provider for provision of a dedicated problem resolution support service on stand-by, either during or outside core business hours, for a limited period.

Response Time The response time is defined as the time taken by the Service Provider to confirm to the person that originated the call, either by phone or e-mail that the problem is being attended to.

Resolution Time, Resolution Time Matrix The time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective Vendors, get- ting the confirmatory details about the same from the vendor and conveying the same to the end user), the services related troubles during the first level escalation.

Definition	Response	Resolution
<p>Severity 1</p> <p>The loss of any basic service or systems, affecting:</p> <ul style="list-style-type: none"> - The entire application - The majority of users across multiple locations. 	Less than 20 minutes.	<p>Less than 4 hours when re-reported during core hours</p> <p>Less than 8 hours when re-reported outside core business hours.</p>
<p>Severity 2</p> <p>The loss of any basic service or systems, affecting:</p> <ul style="list-style-type: none"> - Less than 3 hours outside core business hours. - All users in one or a few locations. 	Less than 2 hour during core business hours.	Less than 1 business day
<p>Severity 3</p> <ul style="list-style-type: none"> - The loss of any basic service or systems affecting some people in a location. - The loss of any non-critical service affecting some people in one or all location. 	Less than 6 hours during core business hours (i.e. half day)	Less than 2 business days for at least 90% of cases re-reported either during or outside core business hours.
<p>Severity 4</p> <p>The loss of any non-critical service affecting a single user or several users.</p>	Less than 2 business days.	Less than 4 business days for at least 90% of cases re-reported either during or outside core business hours.

In case the service provider fails to adhere to these resolution times, the Client is free to undertake the resolution at its own cost and deduct such amount from the Service provider's bill.

Base Measures The measure of performance standards for service levels or supporting measures which the computation formula of the measure may depend upon.

Data Source The source from which the data is collected including the available system tools for measurement.

Measurement Period/Reporting Frequency The period of time over which availability, reliability, serviceability and response time will be measured and reported.

Success Factor(s) The underlying factors that drive the measure towards a desirable level

System Response and Measurement The System's response will be assessed from the time a user presses the 'enter' or 'function' key, to the return of control from the system to the user.

For all reports generated in foreground, the time measured will be the period between pressing the 'enter' or 'function' key (to start processing), and the time the first full screen of data is completed and control returned to the user.

For all background reports, the time measured will be between pressing the 'enter' or 'function' key (to start the report processing), and the time the first screen is available for viewing or printing on the file server.

These response times consist of two parts: processing time and transmission time. Measurement of response times will be by stopwatch and/or any software measurement tools available on the system.

Responsibility for Measurement The party designated as being responsible for collecting measurement details. In all cases where the Service Provider is responsible for an activity according to this Service Level Agreement, the Service Provider is also responsible for assessing and reporting its performance in the manner specified elsewhere in this document. The Service Provider shall ensure that all the SLA measurement tools are in place as and when the same become applicable.

Measurement Method The definition of how the performance of the service is to be measured and/or calculated as set forth in the Performance Metric for the applicable service level. This section also includes, where applicable, points of measurement collection. The Service Provider will have to develop additional scripts (if required) for capturing the required data for SLA reporting. This tool should generate the SLA monitoring report on a fortnightly basis unless stated otherwise.

Service Level Violation If the Service Provider fails to meet the Minimum Service Levels as reported on a Fortnightly basis for a particular Service Level for which he is responsible, it would be considered as Service Level violation.

Service Level Reporting The Service Provider will submit the Performance Report on a Fortnightly basis to the APCRDA's project management team based on the availability & performance measurements carried out by the Service Provider and will include the summary of all incidents reported and the associated performance for that period

Service Level Review Meetings To coincide with the regular production of information covering the performance of the Service Provider against target levels of service there would be a Fortnightly meeting between representatives of the Service Provider and APCRDA's project management team to review the service being provided. The objective of the service level review meeting is to ensure that all relevant information affecting service provision is exchanged. The service level review should not be seen as a substitute or replacement for normal informal dialogue.

Security breach Any incident where in system compromised or any case wherein data theft occurs (including internal incidents)

Steering Committee The Steering Committee would consist of nominated members from APCRDA.

Each service level review meeting agenda should include the following items:

A. A review of the service performance against agreed targets in the period since the last meeting

B. The status of specific service issues raised or outstanding at the previous meeting

C. A review of work-in-progress against long-standing service problems or issues to be resolved

- D. Any new problems or issues
- E. Identification of any discernable trends
- F. Any action points required for the next meeting
- G. Any longer term plans required
- H. Any minor changes required to the services, service levels or the agreement

Such meetings will normally be held on a Fortnightly basis or at periods agree- able to all the parties and will be convened by the Service Provider. After the Go-Live of the software solution, the frequency of the review meetings may be reconsidered.

Violations and Associated Penalties

- a. The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for additional fees.
- b. Fortnightly, monthly and quarterly performance evaluation will be conducted.

Penalty Calculations

- A. The performance will be measured for each of the defined service level metric against the minimum / target service level requirements and the violations will be calculated accordingly.
- B. The number of violations in the reporting period for each level of severity will be totalled and used for the calculation of Penalties.
- C. If Service Provider feels that penalty imposed on him during a particular period is unjustified/ attributed to uncontrollable reasons, then the Service Provider will have the liberty to approach the APCRDA/Nodal Officer for arbitration/ waiver. The nodal officer will further his recommendation to the Steering Committee for a decision. Till the time, the decision is taken, it will be considered as a penalty only. In process, if Service Provider has to pay some extra amount, the same would be adjusted during consequent payments.
- D. Decision of the steering committee will be deemed final in any such, above mentioned arbitrations.
- E. It is to be noted that if the overall penalty applicable for any month during the term of the contract exceeds 25% or if the overall penalty applicable for any quarter during the term of the contract is above 15% ; then APCRDA shall have the right to terminate the contract or impose a change in Key Personnel deployed on the project.

Proposed Service Level Targets

Sl.no.	Service Metric Parameters	Baseline	Lower Performance		Violation level agreements		Basis of measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1	Delivery of reports / deliverables	As per dates mentioned in Contract and/or mutually agreed upon in Project Plan	One week after due date	0.05% of Project cost per deliverable / report	> 1 week after the due date	0.1% of Project cost, for every week of delay	Dates for delivery of reports as mentioned in Contract / Project plan	Interest of 5% will have to be paid by the Service Provider in case the penalty is greater than payment schedule
2	Average Uptime of application in a month	99.9%	Less than 99.9%	Rs.1,00,000	Less than 99%	Rs.2,00,000	Server logs and automatic reports generated	
3	Response time	15 minutes	95% within 15 minutes	0.05% of contract fee	90% within 15 minutes	0.1% of contract fee	Logs maintained by Service provider	
4	Resolution of Severity 1 incident	As per Resolution Time Matrix (RTM)	Greater than time provided in RTM	Rs.1000 per hour delay	Resolution time greater than 3 times as provided in RTM	Rs.2000 per hour delay	Incident logging system	
5	Resolution of Severity 2 incident	As per Resolution Time Matrix (RTM)	Greater than time provided in RTM	Rs.500 per hour delay	Resolution time greater than 3 times as provided in RTM	Rs.1000 per hour delay	Incident logging system	

Sl.no.	Service Metric Parameters	Baseline	Lower Performance		Violation level agreements		Basis of measurement	Remarks
		<i>Metric</i>	<i>Metric</i>	<i>Deduction</i>	<i>Metric</i>	<i>Deduction</i>		
6	Resolution of Severity 3 incident	As per Resolution Time Matrix (RTM)	Greater than time provided in RTM	Rs.250 per hour delay	Resolution time greater than 3 times as provided in RTM	Rs.500 per hour delay	Incident logging system	
7	Resolution of Severity 4 incident	As per Resolution Time Matrix (RTM)	Greater than time provided in RTM	Rs.100 per hour delay	Resolution time greater than 3 times as provided in RTM	Rs.200 per hour delay	Incident logging system	
8	Go-Live of software	As provided in Appendix 8	Delay of up to 1 month	0.5% of contract price	Delay of more than 1 month	1% of contract price per month of delay	Months taken after the beginning of the assignment to develop and test the application at the Data center by the Operator, not including software audit by TPA	The application should be tested for desired functionalities, security and completeness

Sl.no.	Service	Baseline	Lower Performance		Violation level agreements		Basis of measurement-	Remarks
	Metric Parameters	Metric	Metric	Deduction	Metric	Deduction		
9	MIS Reports	<i>Time taken for submission of MIS reports as requested by the Project Manager on operations, Service delivery and other aspects of the project. (Such requests to be only made twice a month.)</i>	<i>More than 10 working days</i>	<i>Rs.500 per day per report.</i>	<i>More than 1 month</i>	<i>Rs.1000 per day per report.</i>	<i>Measured by the Project Manager</i>	<i>The Project Manager may insist on additional reporting software / replacement of personnel in case of recurrence of default / delay in submission of such documents.</i>
10	Latency – time taken for overall document storage to be stored in mirror storage	<i>Shall be less than 4 hours</i>	<i>Greater than 4 hours, less than 8 hours</i>	<i>1% of contract price</i>	<i>Greater than 8 hours</i>	<i>1% of contract price</i>	<i>Tools deployed by Service provider</i>	

11	Maximum Data Restoration time	<i>Shall be less than 4 hours</i>	<i>Greater than 4 hours</i>	<i>0.5% of monthly payment</i>			<i>Tools deployed by Service provider</i>	
12	Security breach including Data theft / loss / corruption	<i>No breach</i>	For each breach/data theft, penalty will be levied as per following criteria. Any security incident detected INR 5 Lakhs	In case of serious breach of security wherein the data is stolen or corrupted, Client reserves the right to terminate the contract, and hold the service provider liable for damages.			<i>Reported incidents</i>	

APPENDIX 5

Bank Guarantee for Performance Security

To

The Commissioner,

Andhra Pradesh Capital Region Development Authority (APCRDA), Lenin Centre, Governorpet, Vijayawada - Web: www.crda.co.gov.in

In consideration of Commissioner acting on behalf of the Andhra Pradesh Capital Region Development Authority of Andhra Pradesh (hereinafter referred as the " Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to having its office at (hereinafter referred as the "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the "Agreement") the assignment for consultancy services in respect of the Project, and the Service Provider having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

A.We, (hereinafter referred to as the "Bank") at the request of the Service Provider do hereby undertake to pay to the Authority an amount not exceeding Rs.

(Rupees ..

against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said Agreement.

B.We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Service Provider of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

C.We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised

by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider shall have no claim against us for making such payment.

D. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

E. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Service Provider and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Service Provider or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

F. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s).

G. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

H. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES: (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee. (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

APPENDIX 6

PRICE SCHEDULES

[Final Price bid Form F2, after negotiations (if any) to be inserted here;] All variations to be as per below:

- A. The software installation and deployment fee is deemed to be for 200 users, and includes all costs including but not limited to licenses, extension packs, reports, configuration, integrations, customizations, data entry, updates over the contract period and so on.

If the number of users utilized by the client is lower or higher than 200 users, the software installation and deployment fee would be adjusted on a pro-rata basis.

B. Operations & Maintenance fee would be subject to the number of personnel deployed on-site. If the total number of man-months requisitioned by the client is lower / higher than 72 months, such increase / decrease will proportionately be adjusted for.

Cost head	Cost per unit	Nos.	Unit	Total
Software installation and deployment		200	users	
O&M fee		72	man-months	
			TOTAL	

APPENDIX 7

Minutes of Contract Finalisation Discussions and Agreed to Contract Amendments

Appendix 8

Payment is linked to following milestones/deliverables

S.No.	Deliverables	Completion Timeline	Payment as % of contract fee
1	Inception report & Project Plan	T + 15 days	5%
2	Procurement, Installation & Commissioning of COTS software	T + 1 month	20%
3	“Go-Live”: Customization & Completion of required integrations with Enterprise software /Systems.	T + 2 months	10%
5	Training	After satisfactory completion of all training sessions	5%
6	1 year after “Go-Live”	T + 14 months	20%
7	2 years after “Go-Live”	T + 26 months	20%
8	3 years after “Go-Live”	T + 38 months	20%
		TOTAL	100%

T - Date of signing of contract

END OF THE DOCUMENT