

**MUNICIPAL ADMINISTRATION & URBAN DEVELOPMENT DEPARTMENT
GOVERNMENT OF ANDHRA PRADESH**

Request for Proposal

(RFP)

RFP No. APUFIDC/PS/TABLETS/RFP/2016-17/01

For

Procurement of TABLET COMPUTERS

(TABLETs)

for

MA&UD Dept., AP Secretariat,
HOD's of MA&UD and 110 ULB's
in Andhra Pradesh.

**ANDHRA PRADESH URBAN FINANCE AND
INFRASTRUCTURE DEVELOPMENT CORPORATION
(APUFIDC)**

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BID DATA SHEET

Name of the Company	APUFIDC	
RFP Reference No	APUFIDC/PS/TABLETS/RFP/2016-17/01	
Date of issue	28 th November 2016	www.apufidc.cgg.gov.in
Submission of Pre-Bid Queries	Date	05 th December, 2016
	Time	15:00 hours
Schedule of Pre-Bid Meeting	Date	07 th December, 2016
	Time	15:00 hours
Schedule for Receipt of Bids	Date	19 th December, 2016
	Time	14:00 hours
Cost of the Bid Document	Rs.10,000/- (Rupees Ten Thousand Only) in the form of demand draft / Bankers cheque / pay order from a scheduled Bank in favor of 'APUFIDC Limited', payable at Guntur only to be submitted with the Bid.	
Earnest Money Deposit (EMD)	A Bid Security of Rs. 6,00,000/- (Rupees Six Lakhs Only) by way of demand draft or pay order in favor of 'APUFIDC Limited' payable at Guntur only, to be submitted along with the Bid.	
Schedule for Opening of Technical Bids	Date	19 th December,2016
	Time	16:00 hours
Schedule for opening of Financial Bids.	Date & Time will be intimated to the shortlisted bidders	
Place of Pre–bid meeting/ Opening of Bids / address for Communication	APUFIDC Limited, 1st and 2nd Floor, Opp: Vigneswara Nagar Road No.1, Near Inner Square Restaurant, ASR & ESR Plaza, Mahatma Gandhi Inner Ring Road, Reddy Palem, Guntur – 522 509.	
Contact person details:	M. Ganesh Babu., Procurement Specialist Mob. Phone No. 7675836600 Email : apufidc@yahoo.com	
Supply and Installation Timelines	Vendor shall complete the supply, test and commission the equipment within 21 days after the purchase order is issued to the respective offices. For a delay of every week or part thereof in completion of supply, testing and commissioning of the systems, 1.0 % of the accepted price will be deducted subject to a maximum of 10% from the contract value.	

Note:

1. This tender document is the property of the APUFIDC & is not transferable.
2. This bid document has 92 pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.

4. No queries will be entertained after the date and time mentioned in this schedule, therefor.
5. Notice regarding corrigenda, addenda, amendments, time-extensions, clarifications, APUFIDC's response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall have to regularly visit APUFIDC's website for any changes / development in relation to this RFP.

6.

DISCLAIMER

The information contained in this Request for Proposal (“RFP / Bid Document”) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of APUFIDC Limited, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is neither an offer. The purpose of this RFP is to provide applicants who are qualified to submit the bids (“Bidders”) with information to assist them in formulation of their proposals (“Bids”). This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. APUFIDC makes no representation or warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. APUFIDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The information contained in the RFP document is selective and is subject to update, expansion, revision and amendment. APUFIDC does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein, which may become apparent. APUFIDC reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by APUFIDC.

APUFIDC reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of APUFIDC shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit APUFIDC’s website for any changes / development in relation to this RFP.

SECTION – I

BACKGROUND

- APUFIDC Ltd (“**APUFIDC / Purchaser**”) is a company incorporated and registered under Companies Act, 1956 (1 of 1956). APUFIDC is a fully owned State Government Company. The Business Activity of the Organization is to act as a Channelizing agency and nodal agency for implementation of all State and Central Government funded schemes in the Urban Local Bodies (ULBs) of the State of Andhra Pradesh.

MA&UD Dept. is in charge of Urban Civic Governance in the State of Andhra Pradesh implementing several IT related Reforms in order to provide quick and hassle free services to the citizens in Urban Areas. As a part of this, the department intends to provide electronic gadgets i.e., TABLET PCs for its officers and staff to help in implementing IT related Reforms.

Government in Memo. No. 234633/OP/2016-1 MA & UD (OP.1) Dept., Dt. 28.10.2016 have constituted Committee for procurement of TABLETS centrally, for onward distribution of the same to the MA & UD Department, HODs including the employees working in the 110 Urban Local Bodies under the respective HODs as per the specifications and requirements mentioned.

Accordingly, the Committee decided to procure TABLETS with recommended specifications & authorized APUFIDC Ltd. to procure the same.

2. PURPOSE OF THIS RFP

2.1. The purpose of this RFP is to invite Bids from eligible Bidders for supply, commissioning and maintenance of 3290 nos. of Tablet Computers (Tablets) at the proposed locations as per **Section-4** and **Section-6 of this RFP**. The actual requirements may **vary by ±10% on either side** of the projected requirements.

3. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- The Bidder shall furnish as a part of its Bid, a Bid Security of **Rs. 6,00,000/- (Rupees Six Lakhs Only)** by way of demand draft or bankers cheque or pay order in favor of ‘APUFIDC Limited’ payable at Guntur. This Bid Security must accompany the technical bid.
- The Bid Security shall be furnished in Indian Rupees (INR).
- Rejection of Bid: Any technical bid not accompanied by EMD as mentioned above, shall be summarily rejected by APUFIDC, without any further correspondence.
- The Bid Security shall be forfeited:
 - (i) if a Bidder withdraws his bid during the bid validity period; or
 - (ii) if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
 - (iii) If the Successful Bidder fails to sign the contract or furnish performance security and other guarantee(s)/security in the form and manner to the satisfaction of APUFIDC, as mentioned in the Bid Documents; or
 - (iv) In the event of any evasion, avoidance, refusal or delay on the part of the

Successful Bidder to sign and execute the order/ purchase order/ service order or any document, as may be required by APUFIDC in case the Bid is accepted.

- The Bid Security shall not bear any interest.

- The Bid Security of unsuccessful Bidders will be returned within 90 (Ninety) days from date of award of contract.
- The Bid Security of Successful Bidder will be returned on submission of the Performance Bank Guarantee by the Successful Bidder.
- Any decision by APUFIDC in this regard shall be final, conclusive and binding on the Bidder/s.

4. DUE DILIGENCE

- The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the Bid Document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. Each Bidder should, at its own cost, without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid, for which the APUFIDC shall not be held responsible. Any decision taken by APUFIDC as to the completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be questioned / challenged by the Bidder(s).

5. COST OF RFP/BID DOCUMENT AND EXPENSES INCURRED WHILE BIDDING

- The cost of RFP / Bid document is **Rs.10,000/-** (*Rupees Ten Thousand only*) ("Cost"). The prospective Bidder is required to pay the Cost in the form of a demand draft or banker's cheque or pay order from any scheduled commercial APUFIDC in favor of '**APUFIDC Limited**', payable at Guntur, at the time of purchasing the RFP/Bid Document. In case, the RFP/Bid Document is downloaded from APUFIDC's website www.apufid.cgg.gov.in, the Cost as mentioned above should be paid along with the submission of the Bid. Bids received without the Cost shall be summarily rejected. The Cost is non-refundable.
- The Bidder shall solely bear all expenses whatsoever associated with or incidental to the preparation and submission of its Bid and the APUFIDC shall in no case be held responsible or liable for such expenses, regardless of the conduct or outcome of the bidding process including but not limited to cancellation / abandonment / annulment of the bidding process.

6. BIDDING IN CONSORTIUM

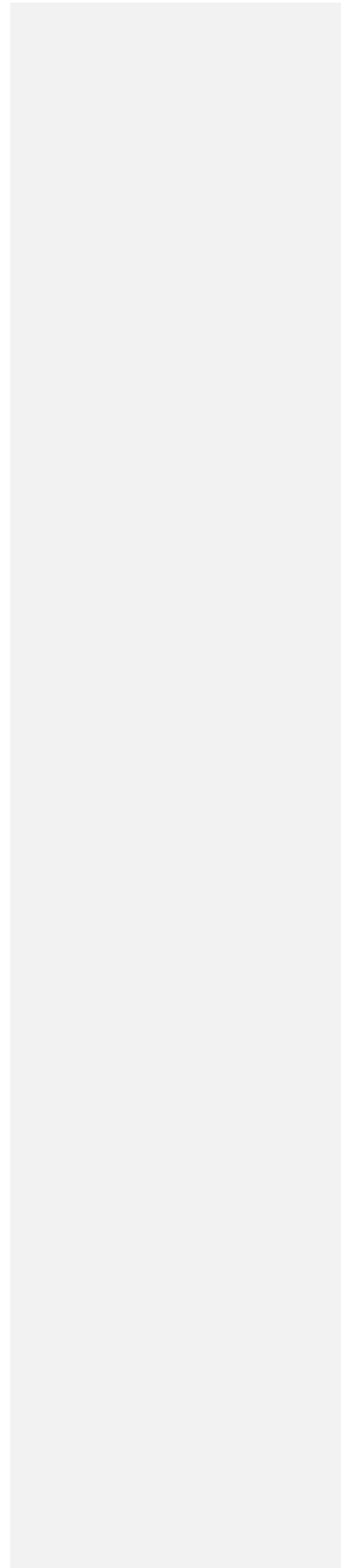
- Bids received from a consortium of bidders will be summarily rejected. Bidding in consortium is not allowed for this procurement.

7. ELIGIBILITY CRITERIA FOR BIDDERS

1. The Bidder should be a body corporate in India registered under the Companies Act, 1956 or a company/statutory body owned by Central / State Government.
2. The Bidder shall not bid in a consortium.
3. The Bidder should have made net profit in the last three financial years viz. FY 2013-14, FY 2014-15 and FY 2015-16 with an annual turnover of at least Rs. 25 Crores in each of the three financial years.(Applicable to the OEMs also when they themselves are the bidders.)
4. The Bidder should be in the business of supply, installing, commissioning TABLETS all over India, at least in the past two years ending 2015-16.
5. The Bidder should have been licensed and shall continue to hold valid authorization for distributorship or dealership license issued by the OEMs of the Tablet. Copy of Valid Manufacturer's Authorization Letter duly stamped and signed should be enclosed.
6. The OEM should have positive Net worth in the last three financial years ending 2015-16.
7. The OEM should be an ISO 9001-2008 and 14001 certified company. Please submit copy of relevant certificates duly authenticated.
8. The tablet proposed by the Vendor should meet the technical specifications given in **Section 6** of this RFP.
9. The Bidder should have, in the last 2 financial years, supplied a minimum of 1650 TABLETS in all with at least one single order for a minimum of 200 tablets, to one or more BFSI/Public Sector undertakings /Government departments. Necessary documentation justifying execution of such orders should be submitted.
- 10.The Bidder should be having its own or Authorized Service Centres for providing after sale maintenance and technical support to the TABLETS quoted.
- 11.The Bidder should have a 24*7 technical assistance center within a radius of 150 KM of each of the Regional Head Quarters in Andhra Pradesh for customer support with proof of availability of adequate technical support personnel. Self declaration with the Support Escalation Matrix should be provided in support of this criterion.
- 12.The Bidder shall produce a self-declaration that there are - (a) no vigilance and / or court cases pending against it (b) no inquiry or investigation or charge sheet or show cause notice pending against it from any statutory regulatory and / or investigation agency and (c) The Bidder has not been blacklisted by any public sector organization/Govt. Department in the last 5-years ending 2015-16.
- 13.The Bidder should have valid Sales Tax / VAT / Service Tax registration, as applicable and other such necessary trade / business registrations.

All eligibility requirements mentioned above should be complied by the bidders as applicable and relevant support documents should be submitted for the fulfilment of eligibility criteria failing

which the Bids may be summarily rejected.



8. BID EVALUATION CRITERIA (BEC)

- To meet APUFIDC's requirements, as spelt out in this Bid Document, the selected Bidder must have the requisite experience and expertise in providing services in the field of information and communication technology, the technical know-how, and the financial ability that would be required to successfully set-up the required infrastructure and provide the services sought by APUFIDC.
- The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Document, is liable for rejection. Any decision of APUFIDC Ltd in this regard shall be final, conclusive and binding on the Vendor.
- APUFIDC reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. At any time during the process of Bid evaluation, APUFIDC may seek specific clarifications from any or all Bidders.
- Bids of the qualified bidders in the Technical Bid evaluation will only be opened.
- The Successful Bidder ("L1 Vendor") will be as per the conclusion of the ORA Agency appointed by the APUFIDC for the ORA.

9. GUIDELINES FOR BIDDERS

- The Bid consists of two parts namely, a Technical Bid and a Financial Bid, which are required to be submitted in two separate sealed covers marked as "**Technical Bid**" and "**Financial Bid**".
- The Financial Bids of the Bidders qualified in the evaluation of Technical Bids only will be opened.
- All the Bids, duly addressed to the Manager Director, APUFIDC Limited must be accompanied by the cost of Bid Document and EMD as specified, and must be submitted in person to the APUFIDC representative on or before the due date and at the address specified in the Bid Data Sheet.
- The Bidder must submit a certificate of undertaking on its official letter-head duly signed by its authorized signatory confirming the acceptance of all the terms & conditions contained in and spread throughout this Bid Document.
- APUFIDC reserves the right to accept or reject in part or full any or all the Bids without assigning any reason whatsoever. Any decision of APUFIDC in this regard shall be final, conclusive and binding on the Bidder.

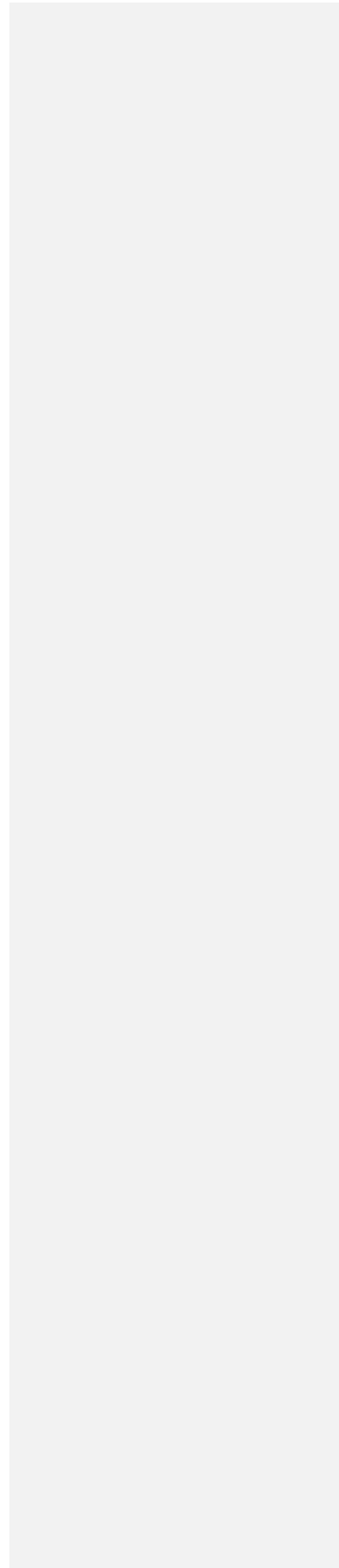
- Decision as to any arithmetical error, manifest or otherwise in the response to Bid Document shall be decided at the sole discretion of APUFIDC and shall be binding on the Bidder. Any decision of APUFIDC in this regard shall be final, conclusive and binding on the Bidder.
- APUFIDC reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the APUFIDC in this regard shall be final, conclusive and binding on the Bidder.
- Modification to the Bid Document, if any, will be made available as an addendum on the APUFIDC's website and / or emailed to the prospective Bidders.
- All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit APUFIDC's website to get themselves updated on changes / development in relation to this RFP.
- The Bid Documents may be downloaded from our website www.apufidc.cgg.gov.in and submitted at the address mentioned in the Bid Data Sheet.
- If a holiday is declared on any of the dates mentioned above, the Bids shall be received /opened on the next working day at the same timings specified above.
- The Bidder should confirm in writing, its obligation to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the APUFIDC's approval, will be at the same contracted price as the obsolete model.
- In case of reduction of prices due to technological obsolescence / change of product model, the Bidder should pass on the price benefit to the APUFIDC.
- **Successful Bidder would sign along with the Contract Form and other forms contained in the Bid Document, the Non-Disclosure Agreement (NDA) with APUFIDC, at Guntur only, to protect any shared sensitive information / data.**
- To complete the work at the site within stipulated timeframe, Bidder's employees / contracted workmen may have to visit the site multiple times, at no extra cost to the APUFIDC.
- Quotations contained in the Bids shall remain valid for a period of **90 (ninety) days** from the date of submission of the Bid in response to the RFP.
- Prices quoted should be EXCLUSIVE of taxes i.e. Sales Tax, VAT, and service tax as may be applicable.
- Octroi / Entry Tax / Local Body Tax (LBT) as applicable will be payable at actuals on submission of original Octroi receipt, drawn in the name of "APUFIDC Limited".
- Applicable taxes would be deducted at source, if any, as per prevailing rates.

- The price (“Bid Price”) quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.
- The Bid Price quoted is to be written in words as well as figures and in case of discrepancies between the price written in words and price written in figures, the price written in words shall be considered to be correct.
- The APUFIDC will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations in this regard.
- During the period of evaluation, Bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation
- The APUFIDC’s decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.
- The Bids received and accepted will be evaluated by the APUFIDC to ascertain the best and lowest bid in the interest of the APUFIDC. However, the APUFIDC does not bind itself to accept any Bid, lowest or otherwise, and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. APUFIDC shall not be responsible or liable for reimbursing/compensating these costs and expenses. No charges shall be levied during handover period.
- The relevance of the Bids to the requirements of this RFP will be determined on the basis of whether it contains all documents or information specifically called for in this RFP document. A proposal determined not relevant will be rejected by the APUFIDC and despite any correction by the Bidder of the non-conforming item(s), may not be considered relevant by the APUFIDC.
- Apart from the above, the company profile, past experience and performance track record of the Bidder in the area of the assignment, methodology to be adopted to carry out the assignment, delivery schedule, service support, price, etc. shall be some of the important criteria in selecting the bidder.
- The Bids will be evaluated both on the Technical and Financial merits and the APUFIDC’s decision in this regard shall be binding, final and conclusive.

10. PAYMENT TERMS

- Payment will be processed only after submission of necessary documents like delivery challan, Installation/commissioning report duly signed by authorized receiver of the Tablets.

- **It would be the responsibility of the bidder to ensure submission of the invoices, for the TABLETS supplied. However, the invoices should be submitted for each delivery location separately.**
 - Payment will be made for those delivery locations / sites where commissioning is completed, after receipt of necessary invoice and necessary certification from the concerned ULB. Penalty (if any) will be adjusted against payments due.
-



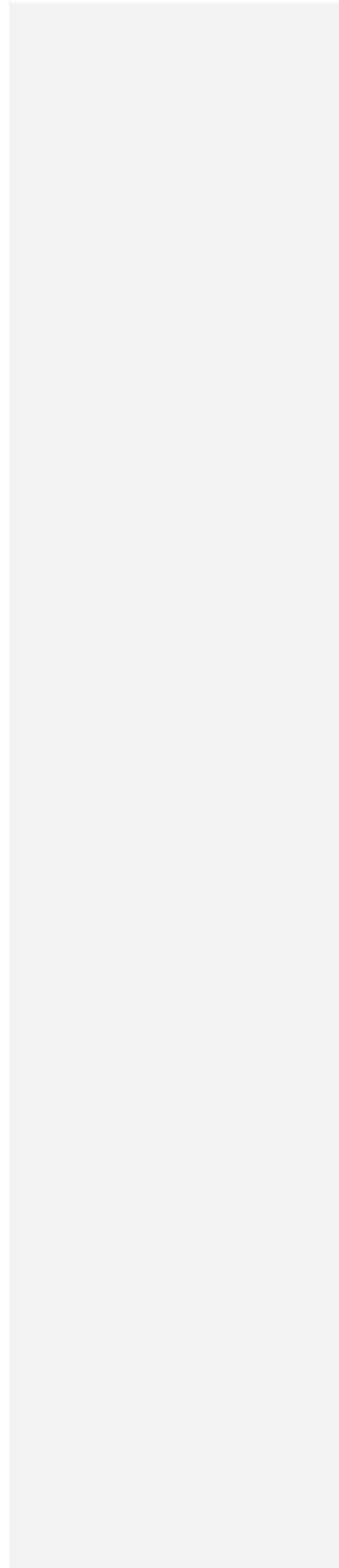
SECTION – 2**1. PROCEDURE FOR SUBMISSION OF BIDS****1.1. GENERAL**

- 1.1.1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to APUFIDC for necessary clarifications and / or confirmation.
- 1.1.2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall initial each page of the Bid Documents.
- 1.1.3. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations. The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof.
- 1.1.4. The Bid shall contain the full name, address, telephone no.(mobile no and landline), fax no. and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction and also to enable the Bids to be returned unopened in case it is declared "Late". No indications pertaining to price, financial or commercial terms are to be made on the envelopes.
- 1.1.5. The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be requested by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by the APUFIDC shall be final, conclusive and binding on the Bidder.
- 1.1.6. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. APUFIDC shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- 1.1.7. The EMD should be paid along with the Bid Document during submission. Bids without the EMD shall be rejected.
- 1.1.8. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.

- 1.1.9. APUFIDC reserves the right to adjust arithmetical or other errors in the bid, in the manner in which APUFIDC considers appropriate or deems fit. Any adjustments so made by APUFIDC shall be stated to the Bidder, if APUFIDC makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of APUFIDC and shall be final, conclusive and binding on the Bidder.
- 1.1.10. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and APUFIDC and supporting documents and printed literature shall be in English.
- 1.1.11. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, shall be rejected. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.
- 1.1.12. The Bidder cannot quote for the project in parts.
- 1.1.13. APUFIDC is not bound to accept the lowest or any Bid and has the right to reject any Bid without assigning any reason whatsoever. APUFIDC also reserves the right to re-issue/re-commence the Bid/bid process. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.
- 1.1.14. The Technical Bid shall contain no financial/commercial details. However a blank copy of the Price Bid Form should be enclosed with the corresponding Technical Bid with the price column of the Price Bid Form blanked out. A tick mark shall be provided against each item of the Price Bid Form to indicate that there is a quote against this item in the Price Bid. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.
- 1.1.15. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by APUFIDC. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.
- 1.1.16. The Bidder shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the quantities, specifications and drawings are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by APUFIDC.
- 1.1.17. APUFIDC reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring APUFIDC to do the aforesaid.
- 1.1.18. One sealed Technical Bid **superscribed as “Technical Bid for procurement of TABLETS ”** & One sealed Financial Bid **superscribed as “Financial Bid for procurement of TABLETS”** must be put together in a bigger envelope, sealed and submitted as aforementioned.

- 1.1.18.1. The Bidder shall submit Only One Original set of the Bid.
 - 1.1.18.2. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.
 - 1.1.18.3. The Bid should be a complete document and should be bound as a volume. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.
 - 1.1.18.4. Each page should be stamped and initialled by the authorized signatory.
 - 1.1.18.5. The Bidders shall seal and mark the Bid accordingly.
- 1.1.19. All the envelopes must be superscribed with the following information:
- 1.1.19.1. Type of bid (Technical or Commercial)
 - 1.1.19.2. Reference Number (APUFIDC – RFP –)
 - 1.1.19.3. Due Date
 - 1.1.19.4. Name of Bidder
 - 1.1.19.5. Name of the Authorized Person/Mobile Number
- 1.1.20. All Schedules, Formats and Annexure should be stamped and signed by the authorized signatory of the Bidder.
- 1.1.21. **ENVELOPE-I (Technical Bid):** The Technical Bid should be complete in all respects and contain all information asked for including EMD, bid processing fee and technical qualifications with all supporting documents, except prices. The Technical bid should not contain any price information. The Technical Bid should be complete and should be submitted in the specified format only.
- 1.1.22. **ENVELOPE-II (Financial Bid):** The Financial Bid should give all relevant indicative price information and should not contradict the Technical Bid in any manner. The Financial Bid should be submitted in the specified format only.
- 1.1.23. The prices quoted in the Financial Bid should be without any conditions.
- 1.1.24. Please note that if any single envelope is found to contain both Technical and Indicative Commercial Bid together, then that offer will be rejected outright.
- 1.1.25. If the outer cover of the Bid is not properly sealed and marked appropriately, APUFIDC will assume no responsibility for the bid's misplacement or premature opening.

1.2. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID



The following documents inter-alia have to be submitted by Bidders.

- 1.2.1. Unconditional Acceptance of Terms and Conditions.
- 1.2.2. Certificate of Incorporation / Registration, as applicable.
- 1.2.3. Audited Annual report /Balance sheet of last three financial years
- 1.2.4. Documents to show that the Bidder has been in the business of supply, delivery, operationalization of Tablet computers for the last 2 preceding financial years (2014-15 and 2015-2016).
- 1.2.5. Manufacturer's Authorization Letter from the OEM of the Tablet.
- 1.2.6. No vigilance/black listing/court case declaration.
- 1.2.7. Client certificate / PO / support documents for having supplied TABLETS to other clients.
- 1.2.8. Copy of registration certificate regarding Sales Tax / VAT/Service Tax.
- 1.2.9. Certified true copy of Board Resolution authorizing the signatory to sign all documents in respect of RFP including the Financial Bid.
- 1.2.10. Fulfillment of Eligibility Criteria (As per Annexure-II).
- 1.2.11. Financial Bid– Separate sealed Envelope.

The above details are mandatory, without which the Bids are liable to be rejected. **The list of documents in the technical bid should be strictly as per Annexure V.**

1.3. CLARIFICATION OF BID DOCUMENT

- 1.3.1. Any prospective Bidder requiring clarification of the Bid Document may notify APUFIDC in writing at the mailing address indicated earlier. APUFIDC will respond in writing, to any request for clarification of the Bid Document, received not later than the dates prescribed in Document Control Sheet. APUFIDC's response (including an explanation of the query but without identifying the source of inquiry) will be posted on APUFIDC's website, only.
- 1.3.2. It may be noted that notice regarding corrigenda, addenda, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall have to regularly visit APUFIDC's website to get themselves updated on any changes / development in relation to this RFP.

1.4. LANGUAGE OF BIDS

- 1.4.1. The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and APUFIDC, shall be written in the English language only.

1.5. BID PRICES

- 1.5.1. The Bidder shall indicate the unit prices and total Bid Prices of the equipment / products and services, it proposes to provide under the Contract.
- 1.5.2. The prices quoted should be written both in figures and words. In case of any discrepancy, the price mentioned in words will be treated as correct and will be relied upon.
- 1.5.3. The prices quoted will be exclusive only of Sales Tax, VAT/Service tax as applicable. The total price quoted must be inclusive of cost of supply and providing services during the service period.
- 1.5.4. Deleted.
- 1.5.5. The rates quoted should be valid for a period of **90** days from the last date for submission of the Bids.
- 1.5.6. The unit prices quoted in Financial Bid will be used to calculate the price for further orders over and above the projected quantities, if any.
- 1.5.7. In the absence of above information, a Bid may be considered incomplete and summarily rejected. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidders.
- 1.5.8. Bidder shall carry out the supply and commissioning of the TABLETS strictly in accordance with the requirements detailed under the Scope of Work of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document and to complete the work duly operable and safe as per the best industry practice.
- 1.5.9. APUFIDC reserves the right to modify the total quantities subject to a variation of ± 25 %. The Bidder shall and hereby waive any or all objections that it might have at the relevant point of time.

1.6. FIRM PRICES

- 1.6.1. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.

1.7. BIDDER QUALIFICATION

- 1.7.1. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.

- 1.7.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as Constituted Attorney of the firm / company.
- 1.7.3. The Bidder shall sign the bid with the exact name of the firm to whom the contract is to be issued. The Bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer.
- 1.7.4. The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the bidder.
- 1.7.5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. APUFIDC may reject outright any Bid not supported by adequate proof of the signatory's authority.

1.8. EARNEST MONEY DEPOSIT (EMD)

- 1.8.1. The EMD is **Rs. 6,00,000/- (Rupees Six Lakhs only)** by way of demand draft in favor of '**APUFIDC Limited**' payable at Guntur.
- 1.8.2. The EMD will not bear any interest and this amount shall be forfeited in the event of any evasion, avoidance, refusal or delay on the part of the bidder to sign and execute the order/purchase order/service order or any other documents, as may be required by APUFIDC in case the Tender is accepted. The EMD of unsuccessful bidders will be returned within 90 (Ninety) days from date of award of contract.
- 1.8.3. The successful Bidder's Bid Security amount will be discharged upon the Bidder signing the contract and furnishing of the Performance APUFIDC Guarantee and other guarantee(s)/security in the form and manner to the satisfaction of APUFIDC, within the stipulated time.
- 1.8.4. The EMD amount shall be forfeited, if:
 - 1.8.4.1. The Bidder withdraws his bid during the bid validity period; or
 - 1.8.4.2. The Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
 - 1.8.4.3. The Successful Bidder fails to sign the contract or furnish performance security and other guarantee(s)/security in the form and manner to the satisfaction of APUFIDC, as mentioned in the Bid Documents.

Any decision in this regard by the APUFIDC shall be final, conclusive and binding on the Bidder.

1.9. PERIOD OF VALIDITY OF BIDS

- 1.9.1. Bids should be valid for **90 (Ninety) days from the last date for submission**. A Bid valid for a shorter period may be rejected by APUFIDC as non-responsive. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.

- 1.9.2. In exceptional circumstances, APUFIDC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be permitted to modify its Bid. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.

1.10. FORMAT AND SIGNING OF BID

- 1.10.1. The Bidder shall submit only one original set of the Bid.
- 1.10.2. The original shall be signed by the person or persons duly authorized to bind the Bidder to the Contract.
- 1.10.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the authorized person or persons signing the Bid.
- 1.10.4. The Bid should be a complete document and should be bound as a volume. The order of documents in the technical bid should be strictly as per the **Annexure V** at the end of this RFP.
- 1.10.5. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.
- 1.10.6. Each page should be stamped and initialled by authorized signatory.
- 1.10.7. The Bidders shall seal and mark the Bid accordingly.
- 1.10.8. If the outer cover of the Bid is not properly sealed and marked appropriately, APUFIDC will assume no responsibility for the bid's misplacement or premature opening.

1.11. LOCAL CONDITIONS

- 1.11.1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.
- 1.11.2. The Bidder and any of their personnel or agents / subcontractors will be granted permission by APUFIDC to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, their personnel and agents/ subcontractors shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses.
- 1.11.3. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the Bid Documents. APUFIDC shall not entertain any request for clarification from the Bidder regarding such local conditions.

1.11.4. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded based on the Bid Documents will be entertained by APUFIDC and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by APUFIDC on account of failure of the bidder to appraise themselves of local laws / conditions.

1.12. LAST DATE FOR RECEIPT OF BIDS

1.12.1. Bids will be received by APUFIDC on or before the date / time and at the address specified in the Bid Data Sheet.

1.12.2. In the event of the specified date for the receipt of Bids being declared a holiday for APUFIDC, the Bids will be received up to the appointed time on the immediate next working day.

1.13. LATE BIDS

1.13.1. Any bid received by APUFIDC after the last date for receipt of bids prescribed by APUFIDC, will be rejected and/or returned unopened to the Bidder. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.

1.14. MODIFICATION AND WITHDRAWAL OF BIDS – (Deleted)

1.15. ADDRESS FOR CORRESPONDENCE

1.15.1. The Bidder shall designate the official mailing address, place, email id and fax number to which all correspondence shall be sent by APUFIDC.

1.16. OPENING OF BIDS

1.16.1. Opening of Technical Bids: APUFIDC will open the Technical Bids of the eligible bidders, in the presence of Bidders' authorized representatives, who choose to attend the Technical Bid opening at the time and location mentioned in the Bid Data Sheet. Bidders'

authorized representatives, who are present, shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for APUFIDC, the Bids shall be opened at the appointed time and location on the next working day or any other day, if so declared by APUFIDC and informed by e-mail or fax or letter or communication posted on the website of APUFIDC.

- 1.16.2. Announcement of Bids: The Bidder's name and the presence or absence of requisite EMD and such other details as APUFIDC at its sole discretion may consider appropriate, will be announced at the opening of bids.
- 1.16.3. Bids not considered for evaluation: Bids that are rejected during the Bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
- 1.16.4. Opening of Financial Bids: Financial Bids of those technically qualified Bidders only, as decided by APUFIDC, will be opened.
- 1.16.5. Bidders' authorized representatives will be invited at the time of opening of the Financial Bids.
- 1.16.6. On the basis of information furnished in the Technical Bid, Bidders will be qualified and shortlisted. The Bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.
- 1.16.7. Only technically qualified (shortlisted) Bidders will be allowed to participate in an Online Reverse Auction (ORA).
- 1.16.8. The Bidders' names, modifications, Bid withdrawals and the presence or absence of the requisite Bid Security and such other details as APUFIDC, at its discretion, may consider appropriate or deemed fit will be announced at the Bid opening.

1.17. CLARIFICATIONS

- 1.17.1. When deemed necessary, APUFIDC may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

1.18. PRELIMINARY EXAMINATION

- 1.18.1. APUFIDC will examine the Bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.
- 1.18.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity,

the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, the Bid will be rejected. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder. If there is a discrepancy between words and figures, the amount in words will prevail.

- 1.18.3. A Bid determined as not substantially responsive will be rejected by APUFIDC and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.
- 1.18.4. APUFIDC may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 1.18.5. APUFIDC reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the APUFIDC's action. Any decision of APUFIDC in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.
- 1.18.6. APUFIDC reserves the right to re-issue /re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the APUFIDC's action. APUFIDC shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. APUFIDC further reserves the right to re-issue /re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of APUFIDC in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

1.19. CONTACTING APUFIDC

- 1.19.1. No Bidder shall contact APUFIDC on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- 1.19.2. Any effort by a Bidder to influence APUFIDC's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.

1.20. POST QUALIFICATION

- 1.20.1. APUFIDC will determine to its satisfaction whether the successful Bidder is qualified to satisfactorily perform the Contract. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.
- 1.20.2. This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities and track record. It will be based upon an examination of the documentary evidence submitted by the Bidder.

1.20.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bid, in which event; APUFIDC will proceed to the next best-evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.

1.21. FINANCIAL BIDDING PROCESS

1.21.1. In this phase, the Financial Bids of the technically qualified Bidders will be opened in the presence of representative of the bidder and the date and time would be provided to the Bidders separately.

1.21.2. The Bidder whose Financial bid is the lowest among all the bidders will be successful bidder for award of contract.

1.21.3. APUFIDC shall however not bind itself to accept the lowest Bid or any Bid and reserves the right to accept any Bid, wholly or in part.

1.21.4. **Deleted**

1.22. APUFIDC'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

1.22.1. APUFIDC reserves the right to accept / reject any bid and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for APUFIDC's action. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.

1.23. ACCEPTANCE OF BID

1.23.1. Prior to the expiration of the period of Bid validity, APUFIDC will notify the Successful Bidder in writing, that its bid has been accepted.

1.24. SIGNING OF CONTRACT

1.24.1. After APUFIDC notifies the Successful Bidder that its bid has been accepted; **the Bidder should sign the Contract Form. The Contract form would be signed at Guntur only. (Refer Section-5).**

1.24.2. **The Successful Bidder shall sign the Contract Form at Guntur within 15 days of receipt of notification of award of contract.**

1.25. DISCHARGE OF BID SECURITY

Upon the aforesaid Successful Bidder signing the Contract, APUFIDC shall promptly request the Successful Bidder to provide performance security / performance guarantee. EMD of such Bidder shall be discharged on signing of the Contract and upon furnishing the performance guarantee / security to the satisfaction of APUFIDC. The EMD of all unsuccessful Bidder(s) shall be

discharged / returned as promptly as possible but not later than 90 (ninety) days after the expiry of the period of Bid Validity Period.

1.26. PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE

- 1.26.1. The Successful Bidder shall furnish the performance guarantee within 10 days of the receipt of acceptance by APUFIDC, as per the format in Section-5.
- 1.26.2. The value of the Performance Guarantee will be 10 % of the total contract value.
- 1.26.3. The performance security shall be denominated in Indian Rupees and shall be in the form of - A guarantee issued by a scheduled commercial bank and directly forwarded to the APUFIDC.
- 1.26.4. The proceeds of the performance security shall be payable to APUFIDC as compensation for any loss or damage resulting from the Vendor's failure to complete its obligations under and in accordance with the Contract.
- 1.26.5. The Performance Guarantee (PG) should be valid for a period of 3½ (Three years + 6 months claim period) years from the date of the Contract i.e. 3½ years from the date of issue of LOI / PO inclusive of the claim period of 6 months or 180 days. The PBG will have to be renewed /resubmitted with fresh validity and claim period in case of extension of the contract.
- 1.26.6. Penalties, if any will be recovered from the payments. In case Performance Guarantee amount decreases from the initial deposit level due to penal deductions etc., it shall be made up / replenished back to the initial amount deposited within 7 days of such penal deductions, etc. being affected.
- 1.26.7. Failure of the Successful Bidder to comply with the requirement of the performance guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event APUFIDC may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by APUFIDC shall be final, conclusive and binding on the Bidder.
- 1.26.8. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of APUFIDC including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

SECTION – 3

1. DEFINITIONS

In this RFP / Bid Document / Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- 1.1. "The Contract" means the agreement entered into between Purchaser and the Bidder as recorded in the contract form duly signed by the Parties, including all annexures, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for supply and operationalization of TABLETS for APUFIDC branches as inclusively stated under sections Service Level Expectations and Specifications Systems & Solutions and scope(Section IV and Section VI).
- 1.2. "Successful Bidder" or "Vendor" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.
- 1.3. "Purchaser" means APUFIDC Limited including its successors and assigns.
- 1.4. "Contract Price" means the price/compensation payable to the Successful Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- 1.5. "Service(s)" means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract.
- 1.6. "Service Period" means the period of three years commencing from the commissioning of the first tablet.
- 1.7. "System" or "Equipment" or "solution" means a Tablet consisting of hardware, software, etc., required for branch operations and to provide the Services as mentioned in the Bid.
- 1.8. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.
- 1.9. "Acceptance of Bid" means the letter/fax or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.
- 1.10. "Business Day" means any day that is not a Sunday nor a public holiday (as per the official holidays observed by APUFIDC).
- 1.11. "Confidential Information" means, (i) intellectual property information including Intellectual Property Information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or

services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement

- 1.12. "Commissioning" means, the System shall be considered to have been commissioned, when the entire job, including supply, configuration, successful testing of all hardware & software and training to all stakeholders and operationalization of these TABLETS is executed to the satisfaction of the Purchaser.
- 1.13. "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.
- 1.14. "Effective Date" means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- 1.15. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.16. "Parties" means the Purchaser and the Bidder and "Party" means either of the Parties.
- 1.17. "Site" means the place where the TABLETS are to be delivered and commissioned or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

2. INTERPRETATION

In this Contract unless a contrary intention is evident:

- 2.1. The clause headings are for convenient reference(s) only and do not form part of this Contract;
- 2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 2.4. A word in the singular includes the plural and a word in the plural includes the singular;
- 2.5. A word importing a gender includes any other gender;
- 2.6. A reference to a person includes a partnership and a body corporate;
- 2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;

- 2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- 2.9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of APUFIDC Ltd.
- 2.10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

3. STANDARD OF PERFORMANCE

- 3.1. The Successful Bidder shall carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional standards and shall observe sound management, technical practices. It shall employ appropriate advanced technology, procedures and methods. The Successful Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to APUFIDC and shall, at all times, support and safeguard APUFIDC's legitimate interests in any dealing with third parties.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1. The Successful Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in **Section-5**. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract. The Successful Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.
- 4.2. The Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.
- 4.3. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.
- 4.4. The Bidder shall sign the Non-Disclosure Agreement as per format provided in **Section-5**.

5. INDEMNITY

- 5.1. The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in **Section-5**, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise. The provisions under this clause shall survive the termination of the Contract.

6. INSPECTION AND QUALITY CONTROL TESTS/CHECK

- 6.1. Purchaser's right to inspect, test and where necessary, reject the goods after the goods' arrival at the destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by Purchaser or its representative prior to the goods' shipment from the place of origin.
- 6.2. APUFIDC reserves the right to evolve a procedure of quality checking to ensure that the Services are according to the prescribed specifications and standards
- 6.3. Nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.
- 6.4. On successful completion of quality check, receipt of deliverables, etc, and after APUFIDC (which shall not be deemed to be an obligation on the APUFIDC) is satisfied; the Acceptance Certificate in the format given in **Annexure** will be issued by APUFIDC. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of such Services.

7. MANUALS

- 7.1. The Bidder must along with the equipment, supply all relevant manuals for the systems delivered / installed. The manuals shall be in English.
- 7.2. Unless and otherwise agreed, the equipment(s) shall not be considered to be completely delivered for the purpose of taking over, until such manuals as may be necessary are provided to Purchaser.
- 7.3. System manuals should include the specifications of the various equipments supplied.

8. ACCEPTANCE CERTIFICATES

- 8.1. On successful completion of acceptability test, receipt of deliverables, etc, and after the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System, the Acceptance Certificate in the format given in **Section-5**, The

date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Systems.

9. DELIVERY AND DOCUMENTS

- 9.1. Delivery of the equipment shall be made by the Bidder in accordance with the approved / ordered specifications. The details of Documents including other documents to be furnished by the Bidder are specified hereunder:
 - 9.1.1. 3 (Three) copies of Bidder's invoice showing contract number, Services description, quantity, unit price and total amount. Prior to preparing invoice copy and delivery challan before delivering the equipments, the bidder should check, verify and confirm the location address, user name, contact details with our purchase order. Bidder should ensure that proper delivery of equipment address, Name of end user, and contact details are mentioned on the invoice copy / delivery challan, so that the equipments are delivered at the correct location & end user. If the equipments are delivered at a location different from the location they are actually to be delivered to, then it will be the sole responsibility of Successful Bidder to arrange delivery of the equipments at the locations they are meant for at no extra cost to the APUFIDC. No extra payment will be made for wrong delivery or miss delivery of equipment/s.
 - 9.1.2. Original Delivery note and acceptance certificate duly signed for receipt, installation and commissioning of equipment from the concerned location.
 - 9.1.3. Bidder's warranty certificate.
 - 9.1.4. Other documents which the Purchaser may specify to the Bidder.
- 9.2. The above documents shall be received by Purchaser before arrival of equipment (except where it is handed over to the consignee with all documents) and, if not received, the Bidder will be responsible for any consequent expenses and other liabilities arising there from.
- 9.3. Purchase order will be placed as and when branch location is identified and exact requirement has been finalized.

10. INCIDENTAL SERVICES

The incidental services to be provided pursuant to and in accordance with the Contract are as under:

- 10.1. Performance of on-site commissioning of the System;
- 10.2. Furnishing of services required for maintenance of the rendered Systems.
- 10.3. Furnishing manuals for each appropriate unit of the rendered Systems.
- 10.4. Maintenance of the rendered equipment for the "Contract Period", provided that this equipment shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and

10.5. Any other related services as the Purchaser may require and deem fit.

11. WARRANTY

- 11.1. The Bidder further represents and warrants that all equipment delivered rendered under and in accordance with this Contract shall have no defect, arising from design or from any act, error/defect or omission of the Bidder.
- 11.2. Upon receipt of notice of such defect / error or deficiency, the Bidder shall, with all reasonable speed, repair or replace the defective equipment or parts thereof, without cost to Purchaser.
- 11.3. If the Bidder having been notified fails to remedy the defect(s) within the period specified in **Section-4**, Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights, which Purchaser may have against the Bidder under and in accordance with the Contract.

12. ISSUE OF APUFIDC GUARANTEE

- 12.1. The Performance guarantee shall be issued by a Scheduled Commercial Bank as acceptable to Purchaser and **forwarded directly to the APUFIDC by the issuing Bank.**

13. CHANGE ORDERS/ALTERATION/VARIATIONS

- 13.1. The Bidder agrees that the requirements given in specifications, charts, etc. in the Bid Documents are minimum requirements of mere indicative nature and are in no way exhaustive. It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc. and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications, sizes given in specifications, charts etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser. Further upward revisions and or additions required to make Bidder's selected equipment and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the Bidder had not brought out to the Purchaser's notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.
- 13.2. Purchaser may, at any time, by a written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:
- 13.2.1. Functional specification
 - 13.2.2. The Services to be provided by the Bidder

- 13.3. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance or observance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended as may be decided by Purchaser. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (Thirty) days from the date of knowledge of Purchaser's change order by the Bidder.
- 13.4. Any change order as stated above comprising an alteration which involves change in the cost of the TABLETS (which sort of alteration is hereinafter called a "Variation") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.
- 13.5. If the Contract provides applicable rates for the valuation of the variation in question, the Contract price shall be increased or decreased in accordance with those rates.
- 13.6. Any change order shall be duly approved by the Purchaser (including any modification/change in the Contract Price) in writing.
- 13.7. If there is a difference of opinion between the Bidder and Purchaser whether a particular supply or part of the supply constitutes a change order or not, the decision of the Purchaser shall be final, conclusive and binding on the Bidder.

14. CONTRACT AMENDMENTS

- 14.1. No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by APUFIDC, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment / modification etc. in the Reserve APUFIDC of India Act, 1934/ the Banking Regulations Act, 1949 and/or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI.

15. DELAYS IN THE BIDDER'S PERFORMANCE

- 15.1. Delivery of the equipment & commissioning shall be made by the Successful Bidder strictly in accordance with the time schedule prescribed by the APUFIDC. Time is of the essence of Contract.
- 15.2. If at any time during the performance of the Contract, the Successful Bidder encounters conditions / situations impeding timely delivery of the equipment and its installation, the Successful Bidder shall promptly notify the APUFIDC in writing of the fact of the delay, its likely duration and the cause(s) thereof. After receipt of the Successful Bidder's notice, the APUFIDC shall at the earliest evaluate the condition/ situation, and consider, extending the Successful Bidder's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the Parties by written amendment of the Contract.

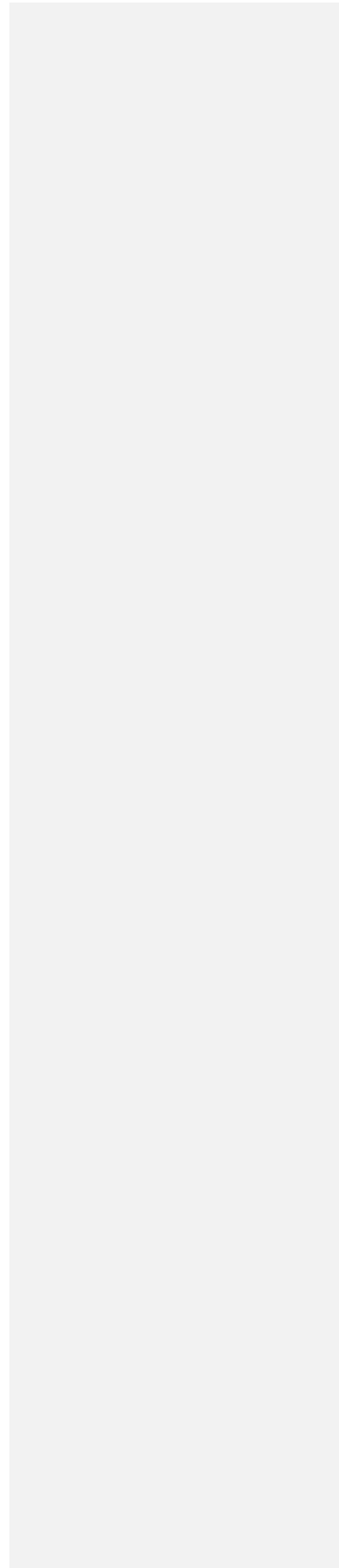
- 15.3. Except as provided in the above clause, a delay by the Successful Bidder in the performance of its delivery obligations shall render the Successful Bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without levying liquidated damages.
- 15.4. A delay by the Successful Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to any or all the following sanctions,:
- 15.4.1. Forfeiture of its performance guarantee
 - 15.4.2. Termination of the Contract for default
 - 15.4.3. Liquidated damages

16. LIQUIDATED DAMAGES

- 16.1. If the Successful Bidder fails to deliver any or all of the Systems and equipments mentioned in the Purchase order (PO) or install the same within the time period(s) specified in the Contract, Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% (one percent) per week or part thereof of the total contract value subject to maximum deduction of 10% (ten percent) of the Total contract value for that particular location. In case of undue delay beyond a period of 15 (fifteen) days unless otherwise waived by the Purchaser, Purchaser at its discretion may consider termination of the Contract.
- 16.2. If the Bidder fails to meet the requirements under Service Level Agreement (SLA) or complete the entire work before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Services, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract recover from the Bidder, as ascertained and agreed liquidated damages and not by way of penalty.
- 16.3. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's performance Guarantee / security) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.

17. FORCE MAJEURE

- 17.1. Notwithstanding the provisions of this RFP the bidder shall not be liable for forfeiture of its Performance Guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract / Agreement is the result of an event of Force Majeure.
- 17.2. For purpose of this Clause "Force Majeure" means war or revolution, terrorist act, fire, flood, earthquake, epidemic and quarantine restriction.
- 17.3. If a Force Majeure situation arises, the bidder shall promptly notify APUFIDC in writing of such conditions and the cause thereof. Unless otherwise directed by APUFIDC in writing, the bidder



shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. APUFIDC may terminate the Contract / Agreement, by giving a written notice of minimum 30 (Thirty) days to the bidder, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 60 (Sixty) days.

"Force Majeure Event" means any event or circumstance or a combination of events and circumstances which satisfies all the following conditions:

- (a) materially and adversely affects the performance of obligations under the Contract;
- (b) are beyond the reasonable control of the Bidder;
- (c) Bidder could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill and care; and
- (d) do not result from the negligence or misconduct of Bidder or the failure of the Bidder to perform its obligations under the Contract.

18. DISPUTE RESOLUTION

- 18.1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:
 - 18.1.1. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
 - 18.1.2. The matter will be referred for negotiation between APUFIDC and Mr. _____ of the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of twenty one (21) days.
- 18.2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Guntur, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one (1) arbitrator each and the two (2) arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Guntur alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- 18.3. The Vendor shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

18.4. The provision under this section survives the contract.

19. ADDRESSES FOR NOTICES

19.1. All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) upon receipt of confirmation receipt when sent by facsimile; or (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (iv) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Purchaser	APUFIDC Limited 1st and 2nd floor, ASR & ESR Plaza, Opp: Vigneswara Nagar Road No. 1, Near Inner Square Restaurant, Mahatma Gandhi Inner Ring Road, Reddy Palem, Guntur - 522509
	Attn: M. Ganesh Babu., Tel: +91-22-39148047, Fax: +91-22-27566313 Email: apufidc@yahoo.com
In the case of the Bidder	<..... company name & Address >
	Attn: Shri..... Tel: +91- Fax: +91-..... Email:

19.2. A party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

20. TAXES AND DUTIES

- 20.1. The Successful Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with delivery of equipment at the delivery locations including incidental services and commissioning.
- 20.2. Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.
- 20.3. Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with transportation of equipment at site including incidental services and commissioning. Payment of Octroi /entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.

- 20.4. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price quoted in the Bid by the Bidder shall include all such taxes in the Contract Price.
- 20.5. Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.
- 20.6. The Bidder's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- 20.7. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

21. SUCCESSFUL BIDDER'S INTEGRITY

- 21.1. The Successful Bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

22. SUCCESSFUL BIDDER'S OBLIGATIONS

- 22.1. The Successful Bidder is obliged to work closely with Purchaser's staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Successful Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.
- 22.2. The Successful Bidder would be required to install and implement the requisite support and information technology infrastructure (mentioned in **Section-4**) to enable the Purchaser to meet the operational objectives. It will be the Successful Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed branch/sites/hardware/software.
- 22.3. The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Successful Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.

23. SITE PREPARATION AND INSTALLATION

- 23.1. The Bidder shall be responsible for compliance with the technical and environmental specifications. The Bidder will keep ready the installation sites before the scheduled installation date, to allow Purchaser to perform a site inspection to verify the appropriateness of the sites before the commissioning of the Services/links.

24. SURVIVAL

- 24.1. Any provision of this Contract which, either expressly or by implication, survive the termination or expiration of this Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force.
- 24.2. The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

25. NO AGENCY

- 25.1. The Services of the Bidder herein shall not be construed as any agency of Purchaser and there shall be no principal agent relationship in this regard.

26. NO SET-OFF, COUNTER-CLAIM AND CROSS CLAIMS.

- 26.1. In case the Bidder has any other business relationship with Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

In case the Bidder has any claim, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

However, APUFIDC shall have such rights against the successful Bidder.

27. KEY PERFORMANCE MEASUREMENTS

- 27.1. Unless specified by the Purchaser to the contrary (in writing), the Bidder shall deliver the equipment and carry out the installations under and in accordance with the terms of this Contract/RFP.

28. COMMENCEMENT AND PROGRESS

- 28.1. The Bidder shall proceed to carry out the delivery & installations with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract/Purchase Order/s and shall meet the standards of good industry practice. Individual orders would be placed on the Bidder in a phased/staggered manner, if felt necessary.

29. START OF INSTALLATION

- 29.1. Prior to taking up installation of any major component of work, the Bidder shall submit to Purchaser his proposed procedures and obtain Purchaser's approval in writing.

30. REPORTING PROGRESS

- 30.1. The Successful Bidder shall monitor progress of all the activities specified in the program of works and submit free of cost weekly progress report about various aspect of the works/Services to the Purchaser. The Successful Bidder shall provide inventory details at the end of each month as per APUFIDC format.

31. ADHERENCE TO SAFETY PROCEDURES, RULES REGULATIONS AND RESTRICTION

- 31.1. Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.
- 31.2. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
- 31.3. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 31.4. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

32. STATUTORY REQUIREMENTS

- 32.1. During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.
- 32.2. Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of APUFIDC. Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the APUFIDC to the premises / places where such records are kept / maintained. The APUFIDC shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.

The Successful Bidder agrees to allow officers of APUFIDC to inspect and make copies at their own cost, of the records relating to the Services performed/delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP.

In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Successful Bidder at any point of time.

33. CONTRACT PRICES

- 33.1. Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.
- 33.2. Further, APUFIDC shall be entitled to make adjustment in the payment of Contract price in the event of levying liquidated damages and/or penalty on the Successful Bidder.
- 33.3. APUFIDC can award the Contract to one or more than one Bidder(s) on the basis of technical and commercial evaluation for the same Supplies / Service(s).

34. INFORMATION SECURITY

- 34.1. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser's premises without written permission from the Purchaser.
- 34.2. The Bidder personnel shall follow Purchaser's information security policy and instructions in this behalf.
- 34.3. Bidder shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

35. OWNERSHIP AND RETENTION OF DOCUMENTS

- 35.1. The Purchaser shall own the documents prepared by or for the Bidder arising out of or in connection with this Contract.
- 35.2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

36. REPRESENTATIONS AND WARRANTIES

- 36.1. In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:
- 36.1.1. That the selected Bidder is a company registered under the Indian statutes which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide the Services/Systems sought by the Purchaser, under and in accordance with this Contract.
 - 36.1.2. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services /Systems under the Contract.
 - 36.1.3. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
 - 36.1.4. That the Bidder has the professional skills, personnel and resources /authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.
 - 36.1.5. That the Bidder shall ensure that all assets including but not limited to equipment, licenses, etc. developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.
 - 36.1.6. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
 - 36.1.7. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.
 - 36.1.8. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.

- 36.1.9. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- 36.1.10. That there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- 36.1.11. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- 36.1.12. That all conditions precedent under the Contract have been complied with.
- 36.1.13. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.
- 36.1.14. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

37. CONFIDENTIALITY

- 37.1.1. The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:
- 37.1.2. To maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- 37.1.3. To only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 37.1.4. To restrict access and disclosure of Confidential Information to such of their employees, agents, vendor, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and

- 37.1.5. To treat Confidential Information as confidential even after expiry or termination of this Contract unless the Purchaser notifies the Bidder of its release from those obligations.
- 37.2. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:
- 37.2.1. The recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - 37.2.2. Is independently developed by the recipient without breach of this Contract;
 - 37.2.3. Information in the public domain as a matter of law;
 - 37.2.4. Is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - 37.2.5. Is released from confidentiality with the written consent of the other party.
- 37.3. The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.
- 37.4. Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder's personnel, sub-Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.
- 37.5. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, documents etc.
- 37.6. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract.

- 37.7. The provision of this Clause shall survive termination of the Contract till such Confidential Information enters public domain without violation of the undertaking under this Contract and / or the Purchaser notifies the Bidder of its release from those obligations..

38. TERM AND EXTENSION OF THE CONTRACT

- 38.1. The term of the Contract shall be for a period of **three years** from the date of acceptance of the Letter of Intent (LOI)/Purchase Order (PO).
- 38.2. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 3 (three) months before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of APUFIDC.

39. TERMINATION

- 39.1. The Purchaser may terminate this Contract by giving the Bidder a prior and written **30 (thirty) days notice** indicating its intention to terminate the Contract under the following circumstances:
- 39.1.1. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid or this Contract.
- 39.1.2. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.
- 39.2. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice of **30 (thirty) days** to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 39.3. Termination for Default: The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder / Vendor, may terminate the Contract in whole or in part.

- 39.4. Termination for Convenience: Notwithstanding the provisions of the Contract and/or the Bid Documents, the Purchaser at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days' notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.

The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices.

40. CONSEQUENCES OF TERMINATION

- 40.1. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.
- 40.2. In the event that the termination of this Contract is due to the expiry of the term of this Contract / a decision not to grant any (further) extension by the Purchaser, the Bidder herein shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as the Purchaser may specify including training, where the successor(s) is a representative/personnel of the Purchaser to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- 40.3. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any direct losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in the Service Specifications,] the Bidder shall compensate the Purchaser for any such direct loss, damages or other costs, incurred by the Purchaser. (The Bidder shall not be liable for any indirect or consequential losses). Additionally, the sub Bidder / other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All third Parties shall

continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Services under the Contract in terms of the Bidder's Bid and this Contract.

- 40.4. Nothing herein shall restrict the right of the Purchaser to invoke the APUFIDC guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law or otherwise.
- 40.5. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 40.6. Termination survives the Contract.
- 40.7. In the event of termination of this Contract for any reason whatsoever, APUFIDC shall have the right and it may publicize such termination to caution the customers/public from dealing with the Successful Bidder.

41. CONFLICT OF INTEREST

- 41.1. The Bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

42. PUBLICITY

- 42.1. The Bidder is not permitted to make any public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent.

43. RELATIONSHIP BETWEEN THE PARTIES

- 43.1. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder/Bidder's Team or any relationship of employer - employee, principal and agent, or partnership, between the Purchaser and Bidder.
- 43.2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- 43.3. The Purchaser has no obligations to the Bidder's team except as agreed under the terms of this Contract.

44. NO ASSIGNMENT

- 44.1. The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the Purchaser.

45. ENTIRE CONTRACT

- 45.1. The terms and conditions laid down in the Bid and all annexures thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

46. GOVERNING LAW

- 46.1. This Contract shall be governed in accordance with the laws of India.

47. JURISDICTION OF COURTS

- 47.1. The courts at Guntur shall have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

48. "NO CLAIM" CERTIFICATE

- 48.1. The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.
- 48.2. In case the Bidder has any other business relationship with the Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

49. COMPLETION OF CONTRACT

- 49.1. Unless terminated earlier, the Contract shall terminate on the successful completion of the Service Period as specified in the Contract.

50. PENALTY

- 50.1. The penalties for any non-compliance under the Bid Documents and the Contract are defined under Service Level Expectations given in **Section-4** of this Bid Document.
- 50.2. The ongoing performance and service levels of the Bidder will be measured as per parameters defined in **Section-4** of the Bid Document.
- 50.3. The Non-co-ordination related penalties will be applicable to the Bidder responsible for delay/default as provided under the Bid Documents.

SECTION – 4

1. PURPOSE

- 1.1. This section gives the details of the Tablets to be procured, the scope of work and service level expectations.

2. CONFIGURATION OF TABLETS

The required configurations of the Tablets are given in details in Section VI of the RFP.

The bidder will be asked to demonstrate the compatibility of the tablet **with the various applications being used in MA&UD Department** within 7 days of the notification from the APUFIDC. This successful demonstration, inter alia, is required for the bid being shortlisted as technically qualified.

3. DELIVERY LOCATIONS

Following are the Offices in Andhra Pradesh where the Tablets are to be delivered in varying quantities:

Sl. No.	Name of the Wing to which TABLETS to be delivered	Tentative no. of	Screen Size	locations
1	2	3	4	5
MA & UD & HOD level				
1	Secretariat, MA & UD Dept	20	8"inch	Velagapudi
2	C&DMA	40	8"inch	Guntur
3	E-in-C(PH)	35	10"inch	Guntur
4	DTCP	30	10"inch	Guntur
5	Swach Andhra	5	8"inch	Vijayawada
6	MEPMA	5	8"inch	Guntur
7	APUG & BC	15	10"inch	Vijayawada
8	APUFIDC	6	10"inch	Guntur
Total		156		
110 ULBs				
1.	Administration wing	150	8"inch	The locations of the ULBs can be known in the website of C&DMA "www.cdma.gov.in"
2.	Revenue wing	817	8"inch	
3.	Public Health wing	943	8"inch	
4.	Engineering wing	631	10"inch	
5.	Town Planning wing	386	10"inch	
6.	UCD Wing	207	8"inch	
Total		3134		
Grand Total		3290		

4. SCOPE OF WORK

Sr. No.	Task	Illustrative list of activities / deliverables
1.	Implementation planning	The Vendor would be expected to provide detailed implementation plan in accordance with the APUFIDC's requirements.

Sr. No.	Task	Illustrative list of activities / deliverables
2.	Supply of Systems	The Vendor is expected to supply the equipments as per the agreed specifications.
3.	Implementation	In accordance with the implementation plan that has been agreed upon, the Successful Bidder would deliver and commission the Tablets. The Successful Bidder is expected to provide user documentation, system administration manuals, training material, operation manuals and procedures.
4.	Support & Services	The Successful Bidder would be expected to maintain and support all the Hardware and Software provided as part of this contract.
5.	Updates and Upgrades	Bidder to assure that the Tablets are performing as per the Standards laid down in the Operational Manual of the Tablets. Bidder will ensure that Purchaser is Informed of the Patches being released for the Core System well in advance. The updates/upd Comment [H1]: Is there any more?
6.	Labelling	All the systems should be labelled, the details of which are as follows: <ul style="list-style-type: none"> Name of the supplied agency with address along with phone numbers. Warranty validity period Toll free number Call log website address. Label sticker should be on the back side of the tablet and on the cover, they should be visible clearly. Do's and Don'ts Chart

5. SERVICE LEVEL EXPECTATIONS FOR TABLETS

5.1. This section lists the minimum service level required to be maintained by the Bidder on award of the contract. The Bidder has to enter into a service level agreement with APUFIDC before the award of the contract as per the format provided by APUFIDC.

Classification	Response Time (#)	Resolution Time (#)
Metro	Same Day	Same Day
Urban	Same Day	Same Day
Semi Urban	Same Day	Next Business Day (NBD)

(#) Response / Resolution Time starts from the time the call is logged.

- 5.2. The successful Bidder will offer **onsite comprehensive warranty** for the hardware and software against defects arising out of faulty design, materials and workmanship for a period of **Three (3) years** from the Date of Acceptance of the entire system (hardware and software) including for the peripherals supplied.
- 5.3. Defective equipment shall be replaced by the vendor at his own cost, including the cost of transport if any. The new releases (minor / major), versions, bug fixes etc. for the hardware and system software will be supplied to the APUFIDC at no extra charge, with necessary documentation.
- 5.4. The Bidder should provide an equivalent or a higher version standby Tablet, in case, a problem is not resolved within 12 hours in Metro/Urban branch and 24 hrs locations.

- The stand-by Tablet should be installed with existing or higher version of OS and all such software necessary for on-line transmission of scanned documents at no extra cost.
- 5.5. The Bidder shall provide to the engineer all normal toolkit and test equipment needed for the maintenance of the hardware.
- 5.6. **To complete/resolve the work at the location within the stipulated timeframe, bidder's engineers have to visit the site multiple times at no extra cost.**
- 5.7. The Bidder should provide a standby equipment for chargeable calls.
- Shifting Support:** In case APUFIDC desires to shift any of the TABLETS from one place to another,
- 5.8. the successful bidder to provide necessary documents laying down the procedure to be followed for packing of the TABLETS for its safety during transit.
- 5.9. The bidders should submit a list of support centre addresses, contact persons
- 5.10. The bidders should keep spare units at appropriate locations to meet the SLA requirements. The address & number of units reserved should be indicated in the offer. All response times mentioned above includes travel time of Engineers also.

6. PENALTY DURING WARRANTY PERIOD

- 6.1. Any component in the equipment that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent or higher configuration) within the time window given in paragraph 5.1 above.
- 6.2. In case the bidder fails to meet the above standards of maintenance, there will be a penalty of Rs. 500 per day, subject to a maximum of 10% of the equipment cost. The penalty amount would be deducted from the Security Deposit or adjusted against any amount payable or against the Bank Guarantee.
- 6.3. The equipments / machines taken for repair by the vendor to their workshop has to be returned within 2-weeks failing which the purchase cost of the equipment would be deducted from Security Deposit or adjusted against any amount payable or against the Bank Guarantee. In case a call remains unresolved more than 7-days then APUFIDC reserves the right to get it repaired or hire such equipments. The cost so incurred will be adjusted from Security Deposit or adjusted against any amount payable or the Bank Guarantee. However, the Warranty will continue for such equipments.
- 6.4. APUFIDC reserves the right to levy / waive off penalty considering various circumstances at that point in time.
- 6.5. In case of 3 consecutive failure of any equipment during the warranty period, the bidder will have to replace the equipment or higher configuration unconditionally at no extra cost within 15 days after the resolution of the equipment as per the Service Levels. In case the bidder fails to replace the equipment, the cost of the equipment would be deducted from the bidder's security deposit.

7. EXPECTED COMMISSIONING TIME

- 7.1. The expected commissioning time will be a maximum period of 3 (THREE) weeks from the date of the LOI.
- 7.1.1. Purchase orders are placed either for single or multiple locations.

- 7.1.2. Delivery of equipments should be made after getting clearance and confirmation of the location address. LOI is issued only to facilitate the bidder to plan the delivery
- 7.1.3. In case an already identified location is changed and/or a new location is identified in lieu thereof, the bidder to take notice of change of address/location from the dealing group of the APUFIDC and update his database accordingly to ensure that the delivery is taking place at the right location.
- 7.1.4. When a single LOI is issued for delivery at multiple locations, the delivery of equipments should commence as and when a location is ready for delivery and installation no sooner than it is confirmed by the dealing group of the APUFIDC. The bidder shall not wait for the readiness of all the locations for delivery and installation of equipments in one go.
- 7.1.5. In POs for multiple locations, the vendor should have the flexibility to make change of locations if required by the APUFIDC. For this purchase, the bidder should process delivery of equipments at each single location under the PO as an individual PO specific to that particular location. In essence, POs with single or multiple locations should have the flexibility to accommodate change of locations if the APUFIDC so desires. Delivery to changed locations should be carried out without any hassle and at no extra cost.
- 7.1.6. The orders for additional requirements will be placed on vendor as per the APUFIDC prescribed Purchase Order (PO) format and no changes will be entertained in the format.
- 7.1.7. If, there is any change in the bidder's name, it is the bidder's responsibility to intimate the APUFIDC in writing along with necessary supportive valid documents.

8. IMPLEMENTATION SERVICES

- 8.1. **Necessary road permits and way bills required for transportation and delivery of all the equipment should be arranged by the Bidder.**
 - 8.1.1. The successful bidder should appoint one Program Manager as a single point of contact along with Senior Co-coordinator & engineer for the complete rollout.
 - 8.1.2. The successful bidder will be the single point of contact for supply, configuration and commissioning and for maintenance services during the warranty period.
 - 8.1.3. The bidder will be required to get the Acceptance Certificate in original duly signed & stamped by the APUFIDC branch representative for having supplied and commissioned the aforesaid equipments at each branch/location. Payments will be released on submission of duly signed installation/commissioning reports.

9. SPARE PARTS

- 9.1. Bidder should provide spare hardware details placed at their respective Depots mapped to APUFIDC branches. If the spare parts are not available or difficult to procure or procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional cost to APUFIDC.

10. GEOGRAPHICAL MAPPING BETWEEN VENDOR DEPOTS & APUFIDC BRANCHES

10.1. Bidder should provide geographical mapping details between their support depots and APUFIDC delivery locations to meet the stipulated response/resolution times.

11. PURCHASE ORDER (PO) ACCEPTANCE CONDITION

11.1. At a time of PO acceptance, Bidder must provide list for Support centre and Hardware depot mapping to respective delivery locations with 4 hours response time.

12. ACCEPTANCE TESTS

12.1. Power On Self Test (POST) will be conducted by bidder at the site in presence of APUFIDC and / DMA officials and /or nominated person. Installation report (IR) and Final Acceptance report should be submitted after complete implementation of systems. APUFIDC will take over the system on successful completion of above acceptance test.

13. HARDWARE AND SOFTWARE MAINTENANCE

13.1. Bidder shall be responsible for replacing any defective hardware components, including but not limited to, RAM, hard drive, power supply, keyboard, mouse, or module shall be replaced by bidder at no cost to APUFIDC.

SECTION – 5

1. TECHNICAL BID FORM

(To be included in Technical Bid Envelope)

Date:

The Managing Director,

APUFIDC LimitedASR & ESR Plaza, Mahatma Gandhi Inner Ring Road,
Reddy Palem, Guntur – 522509.

Dear Sir,

Reg. : RFP for Procurement of TABLETS .**Ref. : APUFIDC/PS/TABLETS/RFP/Dated: -----**

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer TABLETS in conformity with the said Bid Documents.

If our Bid is accepted, we agree and undertake that, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain Bank guarantee for a sum equivalent to 10% (Ten percent) of the Contract Price for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of APUFIDC Limited (APUFIDC).

We agree and undertake to abide by the bid terms of APUFIDC including the rates quoted therein for the orders awarded by APUFIDC up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

We agree and undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the APUFIDC's approval, will be at the same contracted price as the obsolete model.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of APUFIDC duly initialled/executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India

namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

We enclose a demand draft of **Rs.6 Lakhs (Rupees Six Lakhs Only)** towards EMD, in favor of "APUFIDC Limited" drawn on _____, _____ Branch payable at Guntur.

We understand that the EMD will be refunded after the Bidder signing the Contract and furnishing of the Performance Bank Guarantee in case of successful Bidder and within a period of 90 (Ninety) days after the expiry of Bid validity period for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.

Dated this Day of2014.

Sign

Name of the signatory

Designation

Company Seal.

2. Financial BID FORM

- 2.1. L1 will be identified and concluded by an Online Reverse Auction (ORA). **APUFIDC reserves the right to exercise Coupa Sourcing whereby up to 10 minute extension of time for closing of the ORA bids is permissible.**
- 2.2. The indicative cost for the purpose of an ORA will be arrived at based on the indicative Commercial bids.
- 2.3. The APUFIDC reserves rights to choose the make / model and specifications of the TABLETS.
- 2.4. The Bidder should furnish the Financial / quote as per following format :

SUMMARY OF COSTS						
Sl.No	Description	Qty	Unit Cost (Rs.)	Amount in words	Total Cost (Rs.)	Amount in words
A	Tablets with all necessary accessories.					
	1. Specifications as per Section VI of the RFP with 10"inch screen size Warranty for 3 years	1103				
	2. Specifications as per Section VI of the RFP with 8"inch screen size Warranty for 3 years	2187				
	Sub Total	3290				
B.	Taxes					
	1. Sales tax					
	2. VAT					
	3. Service tax					
	4. Any other					
	Sub total					
	Grand Total					
Rupees in words						

Note:

1. Prices quoted should be **exclusive** of Sales tax/ VAT/ Service tax, as applicable.
2. ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, should be included in the Bid price.
3. Applicable taxes would be deducted at source, if any, as per prevailing rates.
4. **Successful bidder should indicate the unit rate of all the components listed in final commercial quotes within 3 (three) days after the conclusion of the ORA.**
5. The final price quoted by the L1 bidder (rate contract) will be valid for a period of six months extendable up to 12 months, on mutually acceptable basis, from the date of award of the contract (acknowledgement of LOI).

We declare that all the terms & conditions as per the RFP are agreeable to us.

Date :

Place:

**(signature) Name of
the signatory
Designation**

Company Seal

3. PRICE SCHEDULE - FORMAT

(To be included in the Price Proposal)

To
 The Managing Director,
 APUFIDC Ltd.,
 ASR & ESR Plaza, Mahatma Gandhi Inner Ring Road,
 Reddypalem,
 Guntur-522509.

Sir,

Sub: : RFP for Procurement of TABLETS.

Ref: APUFIDC/PS/TABLETS/RFP/Dated: -----

Our Price Proposal is hereunder

- 1) Having paid the cost of RfP/Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as vendor, in conformity with the said Bid Documents at rates mentioned in the commercial bid.
- 2) Prices quoted are exclusive of **Sales tax/ VAT/ Service tax , as applicable**
- 3) ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.
- 4) Applicable taxes would be deducted by the APUFIDC at source, if any, as per prevailing rates.
- 5) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 6) In case of discrepancy between figures and words, the amount in words shall prevail.
- 7) The price quoted by the L1 bidder (rate contract) will be valid for a period of **6** months extendable up to **12** months, on mutually acceptable basis, from the date of award of the contract (acknowledgement of LOI). No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, will be admissible during the currency of the Contract.
- 8) We understand that APUFIDC reserves the right to exercise Coupa Sourcing whereby up to 10 minute extension of time for closing of the ORA bids is permissible.
- 9) For the above, any decision of APUFIDC, in this behalf shall be final, conclusive and binding on us.
- 10) We undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the APUFIDC’s approval, will be at the same contracted price as the obsolete model.

Sign
 Name of the signatory
 Designation
 Company Seal.
 Date :
 Place:

4. FORMAT OF POWER-OF-ATTORNEY

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men/women by these presents, we _____
 (name of the Bidder and its address) do hereby appoint and authorize Shri
 _____ (full name and residential address) who is presently
 employed with us and holding the position of _____ as
 our attorney, to do in our name and on our behalf, all such acts, deeds and
 things necessary in connection with or incidental to our proposal for
 [Name of the Assignment: -----●], in response to the RFP (Request for
 Proposal) floated by APUFIDC Ltd (hereinafter referred to as APUFIDC),
 including signing and submission of all documents and providing
 information/responses to APUFIDC in all matters in connection with our
 Bid.

We hereby agree, declare and undertake that all the acts, deeds and things
 lawfully done by our said attorney shall be construed as acts, deeds and
 things done, performed and executed by us and we hereby agree to ratify
 and confirm all acts, deeds and things lawfully done by our said attorney
 pursuant to this irrevocable Power of Attorney and that all acts, deeds and
 things done by our aforesaid attorney shall always be deemed to have
 been done by us.

Dated this ____ day of _____ 2014

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Witnesses :

1)

(Name, Signature & Address)

2)

(Name, Signature & Address)

Note:

- 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 executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a 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.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

5. FORMAT FOR UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP

(To be submitted on the Company's Letter Head)

To,

The Managing Director,

APUFIDC Limited

ASR & ESR Plaza, Mahatma Gandhi Inner Ring Road,
Reddy Palem, Guntur – 522509.

Ref: RFP for Procurement of TABLETS

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP/Bid Document floated by APUFIDC Ltd. regarding procurement of 3290 TABLETS for branches / offices/other locations). These may be procured at the same contract rate for 6 months, which may be extendable to 12 months as may be mutually agreed.

Sign

Name of the signatory

Designation

Company Seal.

6. SELF DECLARATIONS

(Undertaking to be submitted on Bidder Company's Letter Head)

To,

The Managing Director,

APUFIDC Limited

ASR & ESR Plaza, Mahatma Gandhi Inner Ring Road,
Reddy Palem, Guntur – 522509.

Ref: RFP for Procurement of TABLETS

We, [•] (name and designation) on behalf of [•] having its registered office at [•] have submitted a Bid proposal to APUFIDC for [Name of Assignment: -----•] in response to the Request for Proposal (RFP) dated issued [-----•] by APUFIDC.

We are duly authorized persons to submit this undertaking

We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.

We do not have any business relationship with APUFIDC including its directors and officers which may result in any conflict of interest between us and APUFIDC. We shall on occurrence of any such event immediately inform the concerned authorities of the same.

We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.

We have provided with all necessary information and details as required by APUFIDC and shall provide with such additional information's may be required by APUFIDC from time to time.

Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector Banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.

There is no vigilance and / or court cases pending against us/company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.

All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to APUFIDC.

It is further certified that we have not modified or deleted any text/matter in this RFP.

Dated this ____ day of _____ 2016

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

7. UNDERTAKING FROM OEM

(To be submitted on Company (OEM's) letterhead)

To,
The Managing Director,

APUFIDC Limited

ASR & ESR Plaza, Mahatma Gandhi Inner Ring Road,
Reddy Palem, Guntur-522509

Ref: RFP for Procurement of TABLETS

Dear Sir,

We _____ (**OEM Vendor**) who are established and reputed manufacturers of _____ TABLETS having factories/ depot at _____ and we do hereby authorize **M/s. _____ (Successful Bidder / Vendor Name)** to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We hereby extend our full guarantee and comprehensive warranty as per terms and conditions of the tender and the contract for our equipments quoted/ services offered against this invitation for Bid by the above firm.

We also extend our back to back service support and assurance of availability of our equipment and their components as per terms and conditions of the tender, to **M/s. _____ (Vendor Name)** for a period of five years **from the date of acceptance of the entire system.**

Dated at _____ this _____ day of _____ **2016.**

Signature : _____

Name : _____

Designation : _____

Company seal : _____

8. BANK DETAILS - Deleted

(To be included in Technical Bid Envelope)

Successful Bidder is advised to open an Account with a BANK, to facilitate easy and timely credit of payments for goods delivered / services rendered.

1.	Name of the BANK	
2.	Address of the Bank with Contact details (name, telephone, mobile, fax, email, etc.)	
3.	Account Type	
4.	Account Title	
5.	Account Number	
6.	IFSC Code	
7.	Remarks, if any	

Signature:

Name of the Authorized Person:

Designation:

Company Seal:

9. NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement entered into between APUFIDC Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) (hereinafter called “the Purchaser which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART** and (*Name of Vendor*) of (Please specify the registered office of the *Vendor*) (Hereinafter called “the Vendor/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) of the **OTHER PART**;

WHEREAS, APUFIDC called for the bids for engagement of Bidder for procurement of TABLETS for use at branches / Offices/ Other locations of the ULBs. M/s..... (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Vendor and provide the services for TABLETS for APUFIDC branches/offices/other locations has submitted its bid hereafter referred to as the “Services”.

WHEREAS, the vendor is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the vendor in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to APUFIDC,

NOW THEREFORE, in consideration of the foregoing, the vendor agrees to all of the following conditions, for APUFIDC, to grant the vendor specific access to APUFIDC’s property/information and other data.

In connection with this Agreement,

“Confidential Information” means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; information disclosed pursuant to this Contract; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of APUFIDC or its Subsidiaries or Affiliates and/or any other information of either Party whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be

confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

It is hereby agreed as under:

- (a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:
- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
 - (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendor, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - (iv) treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- (b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:
- (i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - (ii) is independently developed by the recipient without breach of this Contract;
 - (iii) is the public domain;
 - (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - (v) is released from confidentiality with the prior written consent of the other party.
- The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.
- (c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the vendor's personnel to be present on premises of APUFIDC or may require the vendor's personnel to have access to computer networks and

databases of APUFIDC while on or off premises of APUFIDC. It is understood that it would be impractical for APUFIDC to monitor all information made available to the vendor’s personnel under such circumstances and to provide notice to the vendor’s of the confidentiality of all such information. Therefore, the vendor agrees and undertakes that any technical or business or other information of APUFIDC that the vendor’s personnel, or agents acquire while on APUFIDC premises, or through access to APUFIDC computer systems or databases while on or off APUFIDC premises, shall be deemed Confidential Information.

- (d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of APUFIDC in respect of the Confidential Information.
- (e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.
- (f) The provisions hereunder shall survive termination of the Contract.

Sign

Name of the signatory

Designation

Company Seal.

Place :

Date :

Accepted –

APUFIDC

10. CONTRACT FORM

THIS AGREEMENT made at..... theday of 2016 between (hereinafter called “the Purchaser” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART** and

..... (*Name of Successful Bidder*) of (Please specify the registered office of the *Successful Bidder*) (Hereinafter called “the Vendor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

The Purchaser and Vendor are hereinafter collectively referred to as "Parties" and individually as Party-

WHEREAS the Purchaser vide RFP No. _____ dated _____ (the RFP) invited bids for certain Services viz..... (*Brief Description of Services*) and has accepted a bid by the Vendor for rendering of the Services for the sum of (*Contract Price in Words and Figures*) (Hereinafter called “the Contract Price”). Please refer Section-5 of RFP.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP/Conditions of Contract referred to.
- 2) The following documents / sections of the RFP shall be deemed to form and be read and construed as part of this Agreement, viz.,
 - a) Bid Document
 - b) Instructions to Bidders
 - c) The Bid forms and the Price Schedule submitted by the Bidder/Contractor;
 - d) Service level expectations
 - e) The technical & functional specifications / scope of work ;
 - f) The terms and conditions of Contract ;
 - g) The purchaser’s notification of award ;
 - h) Schedule of dates, amounts etc.
- 3) In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render

the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

- 4) The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services, furnish necessary undertakings, guarantees and also to remedy defects, if any therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by the within

named Signature :

Name :

Date :

IN THE PRESENCE OF

1. Signature Name : Address :	2. Signature Name : Address :
---	---

Signed and Delivered by

the within named

M/s.

.....

Date :

IN THE PRESENCE OF :

1. Signature Name : Address :	2. Signature Name : Address :
---	---

11. PERFORMANCE SECURITY FORM

Bank Guarantee No.	
Bank Guarantee Amount	
Expiry Date	
Claim Amount	

GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ **Two Thousand Sixteen**

BY : _____ Bank, a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

APUFIDC LIMITED, a company registered under the Companies Act, 1956 and having office ASR & ESR Plaza, Mahatma Gandhi Inner Ring Road, Reddy Palem, Guntur – 522509 which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. WHEREAS, APUFIDC vide RFP No. ___ dated _____ called for the bids for engagement of Vendor for procurement of TABLETS for branches / locations / sites) pan India. M/s..... have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract with APUFIDC subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

2. **AND WHEREAS** pursuant to the Bid Document, the Contract form, annexure, Forms and the other related documents (hereinafter collectively referred to as “the said documents”, the APUFIDC has agreed to avail from M/s..... and M/s..... has agreed to provide to the APUFIDC , more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as “the Services”), subject to payment of the Contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents. The Vendor has also

furnished indemnity deed dated [•] and Non-Disclosure Agreement dated [•] and as such is bound by the same.

3. **AND WHEREAS** the Vendor has duly signed the said documents.
4. **AND WHEREAS** in terms of the Contract, the Vendor has agreed to provide the Services and to procure an unconditional and irrevocable performance guarantee, in favour of the APUFIDC, from a Bank acceptable to the APUFIDC for securing towards faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
5. **AND WHEREAS** at the request of the Vendor , the Guarantor has agreed to guarantee the APUFIDC, payment of the **5%** of the Contract Price amounting to(in words) towards faithful observance and performance by the Vendor of the terms of the Contract and the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the APUFIDC as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the APUFIDC at its office at Guntur forthwith, the or any part thereof, as the case may be, as aforesaid due to the APUFIDC from the Vendor , towards any loss, costs, damages, etc. suffered by the APUFIDC on account of default of the vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the vendor. Any such demand or claim made by the APUFIDC, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the APUFIDC and the vendor or any dispute between the APUFIDC and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the APUFIDC and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the APUFIDC, in writing.
3. The APUFIDC shall be the sole judge to decide whether the vendor has failed to perform the terms of the Contract for providing the Services by the vendor to the APUFIDC, and on account of the said failure what amount has become payable by the vendor to the APUFIDC under this Guarantee. The decision of the APUFIDC in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the APUFIDC to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

- 4. To give effect to this Guarantee, the APUFIDC, may act as though the Guarantor was the principal debtor to the APUFIDC.
- 5. The liability of the Guarantor, under this Guarantee shall not be affected by
 - 5.1.any change in the constitution or winding up of the vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or
 - 5.2.any change in the management of the Vendor or takeover of the management of the vendor by the Government or by any other authority; or
 - 5.3.acquisition or nationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
 - 5.4.any change in the constitution of APUFIDC/Vendor; or
 - 5.5.any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - 5.6.the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
- 6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of (In words) being the **5%** of the Contract Price.
- 7. This Guarantee will expire on _____. Any demand or claim under this Guarantee must be received by the Guarantor by _____ and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the APUFIDC under this Guarantee shall cease.
- 8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bombay city/ Guntur city where the APUFIDC has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

the within named Guarantor,

by the hand of Shri. _____,

its authorized official.

12. DEED OF INDEMNITY - Deleted

This Deed of Indemnity executed at Guntur on the _____ day of _____ by _____ <insert name of the Successful Bidder> (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

APUFIDC Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) having its office at 1st & 2nd Floor, ASR & ESR Plaza, Opp: Vigneswara Nagar Road No.1, Near Inner Square Restaurant, Reddypalem, Guntur – 522 509 (hereinafter referred to as “APUFIDC” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

Now, the APUFIDC and Successful Bidder wherever the context so permits, shall hereinafter collectively refer to as the “Parties” and individually as a “Party”.

WHEREAS

- 1) The Obligor has
 - a) offered to supply TABLETS & provide / carry out their commissioning for existing and proposed new branches /offices/ other locations of APUFIDC (“Services”) as inclusively stated under sections Service Level Expectations and Specifications Systems & Solutions;
 - b) represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non-regulatory, including statutory or otherwise, local, municipal, governmental, quasi governmental, as are required under Applicable Laws for executing the Services to the APUFIDC and also represented and covenanted that all above approvals shall remain in force during contract period;
 - c) represented and warranted that the aforesaid Services offered to APUFIDC do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of APUFIDC;
 - d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with APUFIDC;
- 2) APUFIDC, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Contract dated _____ (the Contract) with the Obligor;

- 3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of APUFIDC indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to APUFIDC over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
- 4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of APUFIDC as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:

In consideration of APUFIDC having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Contract, the Obligor do hereby agree and undertake that:

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified APUFIDC, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against APUFIDC by whomsoever and all losses, damages, costs, charges and expenses that APUFIDC may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period. However, the liability of the Obligor shall not exceed the contract price / bid price as stated in the aforesaid Agreement /Contract during the contract period.
2. The Obligor further agrees and undertakes that the Obligor shall, during the Contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified APUFIDC against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise ion account of any default and or breach and or otherwise in this regard.
4. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

- 5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of APUFIDC or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.
- 6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to APUFIDC).
- 7. This indemnity shall survive the aforesaid Contract.
- 8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Contract and or as stated above.
- 9. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Guntur. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- 10. APUFIDC may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the APUFIDC.

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Bid Document.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of)
 (_____)
 by the hand of _____,)
 _____, the authorized official)
 of the Obligor)



13. ACCEPTANCE CERTIFICATE

No.

Date :

M/s.

.....

Sub : Certificate of Commissioning of TABLETS

This is to certify that the **TABLETS** as detailed below have been received in good condition along with all the standard and special accessories (subject to remarks in Para No.2) in accordance with the Contract/Specifications. The same have been installed and commissioned.

a) Contract No. _____ dated _____

b) Description of the Systems _____

c) Quantity _____

d) Date of commissioning and proving test _____

2) Details of services not yet supplied and recoveries to be made on that account :

Sr. No.	Description	Amount to be recovered

3) The Contractor has fulfilled his contractual obligations satisfactorily* Or

The Contractor has failed to fulfill his contractual obligations with regard to the following:

- a)
 - b)
 - c)
 - d)
- 4) The Contractor has fulfilled his contractual obligations satisfactorily*
- 5) The amount of recovery on account of non-render of Services /Systems is given under Para No._____.
- 6) The amount of recovery on account of failure of the Contractor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature: _____

Name : _____

Designation: _____

Explanatory notes for filing up the certificates :

1. He has adhered to the time schedule specified in the contract in dispatching / installing the equipment / manuals pursuant to Technical Specifications.
2. He has supervised the commissioning of the services in time i.e., within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the equipment.
3. In the event of Manuals having not been supplied or installation and commissioning of the Services having been delayed on account of the Contractor, the extent of delay should always be mentioned.

14. LETTER FOR REFUND OF EMD

(To be submitted by all the bidders along with the Technical Bid)

Date :

The Managing Director,

APUFIDC Limited

ASR & ESR Plaza, Mahatma Gandhi Inner Ring Road,
Reddy Palem, Guntur – 522509

Sub: RFP for Procurement of Tablets.

We _____(Company Name) had participated in the RFP for Procurement of Tablets.

Kindly refund and remit the EMD submitted for participation through NEFT/RTGS. The Details of EMD submitted are as follows

Sr. No.	Bidder Name	Cheque / DD Number	Drawn on (APUFIDC Name)	Amount Rs

APUFIDC details to which the money needs to be credited via NEFT/RTGS are as follows:

1.	Name of the APUFIDC with Branch	
2.	Account Type	
3.	Account Title	
4.	Account Number	
5.	IFSC Code	

Sign

Name of the signatory

Designation

Company Seal.

SECTION – 6

1. TECHNICAL SPECIFICATIONS

The list of **technical specifications for the Tablets** are given below. It should be noted that the list is indicative & the Bidder /Vendor should include any other item/software/service, which is necessary to meet the end objectives of APUFIDC as detailed in this section.

Technical Specification for TABLETS

Description	Technical Specifications (8 inches)	Bidder's Specifications	Compliance Yes/No
Screen Size	8 inches or above		
Resolution	1024x768 resolution or above		
Processor	1.2GHz Quadcore or above		
Network Support	Should support 2G, 3G & 4G		
SIM Slot	Micro SIM, 1 no Slot		
Sound	3.5 mm ear jack,		
Memory / Storage	16 GB with expandable upto 128 GB		
RAM	2 GB or Higher		
Connectivity	Wi-Fi 802.11 a/b/g/n		
Bluetooth	Bluetooth 4.0v		
USB Port	Micro USB v2.0 port, 1 no port		
Camera	Primary(Rear) - 5MP or higher with Auto Focus, Secondary(Front) - 2.1MP		
Operating System	Android Lollipop 5.0 or above		
Location Technology	GPS / GLONASS		
Battery	Min 4200 mAh		
Weight	320 gm or higher		
Certification	Product should be BIS certified		
Calling	Voice calling feature		
MDM Software tool	Owned Company		
SCANNER	IRIS COMPACTABILITY		
SERVICE CENTRES	EASY AVAILABILITY		
Other requirement(s)			
Tablet with shock proof and rugged cover, scratch guard Audio Cable (Headphone-jack), power adopter, USB Cable etc. Tablet cover to be supplied with MA&UD Dept. Logo. The TABLET shall enable offline working also.(?)			

Description	Technical Specifications (10 Inches)	Bidder's Specifications	Compliance Yes/No
Screen Size	10.1 inches		
Resolution	1200x1920 pixels		
Processor	1.7 GHz Quadcore (MT8732)		
Network Support	Should support 2G, 3G & 4G		
SIM Slot	Micro SIM, 1 no Slot		
Sound	3.5 mm ear jack, Multiple Speaker		
Memory / Storage	16 GB or Higher		
RAM	2 GB or Higher		
Connectivity	Wi-Fi 802.11 a/b/g/n/4G		
Bluetooth	Bluetooth		
USB Port	Micro USB		
Camera	Primary(Rear) - 5MP or higher with Auto Focus, Secondary(Front) - 2.1MP		
Operating System	Android Lollipop 5.0 or above		
Location Technology	GPS / GLONASS		
Battery	Min 7000 mAh		
Weight			
Certification	Product should be BIS certified		
Calling	Voice calling feature		
MDM Software tool	Owned Company		
SCANNER	IRIS COMPACTABILITY		
SERVICE CENTRES	EASY AVAILABILITY		
Other requirement(s)			
Tablet with shock proof and rugged cover, scratch guard Audio Cable (Headphone-jack), power adopter, USB Cable etc. Tablet cover to be supplied with MA&UD Dept. Logo. The TABLET shall enable offline working also.(?)			

ANNEXURE I - BIDDER'S PROFILE

Sr. No.	Details	
1.	Name & Address of the Bidder	
2.	Type of organization & year of incorporation / Registration.	
3.	PAN No.	
4.	Sales Tax / VAT / Service tax registration no.	
5.	Registered Office Address of the Bidder	
6.	Correspondence address at Guntur with contact person/s name/s, telephone number, mobile number etc. (The company should have office and service facilities at Guntur)	
7.	Contact person/s name/s, telephone number, mobile number etc. for the purpose of this RFP	
8.	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	

The Bidders should provide their details in the format given below:

Signature:

Name of the Authorized Person: *(Authorized for this RFP)*

Designation:

Company Seal

ANNEXURE II – ELIGIBILITY CRITERIA

Sr. No.	Details	Support documents.	
1. 2. 3.	Name & Address of the firm PAN No. Type of organization & year of incorporation (The bidder should be a corporate in India registered under the Companies Act, 1956 or a company/statutory body owned by Central / State Government)	Copy of incorporation / commencement certificate, Sales Tax / VAT / registration certificates	
4.	Bidder is not bidding as a consortium.		
5.	The tablet proposed by the Vendor meets the technical specifications given in Section 6 of this RFP.	Yes/No	
6.	The Bidder should be having its own or Authorized Service Centres for providing after sale maintenance and technical support to the TABLETS quoted, in the locations listed in Annexure III.	Yes / No	
7.	Correspondence address of support centers along with contact person/s name/s, telephone number, mobile number etc. (location wise) attached.	Yes / No	
8.	The Bidder should have a 24*7 technical assistance center in Andhra Pradesh for customer support. Self declaration with the Support Escalation Matrix should be provided in support of these criteria.	Yes / No	
9.	The bidder may be an OEM / Authorized Service Partner/Authorized Distributor/Authorized Dealer, In case the OEM does not deal directly with the client; it may deal through only one of their Premium Business partner (BP).	Yes / No	
10.	Manufacturer’s Authorization letter from OEM in favor of Bidder (A letter from the OEM, authorizing the business partner must be provided in the specified format)	Yes / No	
11.	The Bidder should be in the business of supply, installing, commissioning TABLETS all over India, at least in the past two years. Testimonials from previous clients shall be attached duly authenticate.	Yes / No	
12.	The Bidder should have made profit in the last three financial years. (Rs. in Crores)	F.Y. 2013-14	
		F.Y. 2014-15	
		F.Y. 2015-16	
13.	The Bidder should have made an Annual Turnover of at least Rs.25.00 crores in each of the preceding three financial years. (Rs. in Crores.)	F.Y. 2013-14	
		F.Y. 2014-15	
		F.Y. 2013-14	
14.	The OEM should have positive Net worth in the last three financial years. (Rs. Crores)	F.Y. 2013-14	
		F.Y. 2014-15	
		F.Y. 2015-16	
15.	The Bidder should have, in the last 2 financial years, supplied a minimum of 1650 TABLETS in all with at least one single order for 200 tablets, to one or more Public Sector undertakings /Government departments. Necessary documentation justifying execution of such orders should be submitted.	Yes / No	

Sr. No.	Details	Support documents.
16.	ISO 9001-2008 Certificate (of OEM) attached	Yes / No
17.	ISO 14001 Certificate (of OEM) attached	Yes / No
18.	The Bidder shall produce a self-declaration that there are - (a) no vigilance and / or court cases pending against it (b) no inquiry or investigation pending against it from any statutory regulatory and / or investigation agency and (c) The Bidder has not been blacklisted by any public sector organization in last 5-years.	Yes / No
19.	Authorization for signing of RFP Document. Attached?	Certified true copy of Board Resolution and/or Power of attorney towards authorizing the signatory to sign all documents in respect of RFP including the Indicative Commercial Bid
20.	The Bidder should have Sales Tax / VAT / Service Tax registration, as applicable and other such necessary trade / business registrations.	Yes / No
21.	The proposed Make & Model of the Tablet is	(Specify)

Signature:

Name of the Authorized Person:

Designation:

Company

Seal

ANNEXURE III - FORMAT OF PRE – BID QUERIES

To be submitted in excel file format only

Bidder Name:

Contact Person:

Contact no / email id:

S. No	RFP Ref. Page no.	RFP Clause No.	Existing clause Details	Clarifications Sought
1				
2				
3				
4				
5				
6				
7				

Any other specific suggestions (very succinctly):

Name of the Authorized Person:

Designation:

ANNEXURE IV - RESPONSE TO RFP - LIST OF DOCUMENTS

Documents, **other than the commercial bids**, must be submitted in the following order as part of the response to the RFP.

S.N.	Documents to be submitted	Submitted (Yes / No)
1.	2 DDs (EMD & cost of BID document)	Yes / No
2.	Certificate of Incorporation/Commencement of Business.	Yes / No
3.	Audited Balance Sheets/P&L Account statements of the Bidder for 2013-14, 2014-15, 2015-2016	Yes / No
4.	Documents to show that the Bidder has been in the business of supply, delivery, operationalization of Tablet for the last 2 preceding financial years (2014-2015 and 2015-2016).	Yes / No
5.	Testimonials from previous clients with details	Yes / No
6.	Manufacturer's Authorization Letter from the OEM of the Tablet	
7.	Signed copy of the RFP	Yes / No
8.	Bidder's profile (as per Annexure I)	Yes / No
9.	Authorization for signing of RFP Document (Certified true copy of Board Resolution / Power of attorney, towards authorizing the signatory to sign all documents in respect of RFP including the Indicative Commercial Bid). POA as per format provided in RFP.	Yes / No
10.	Declaration regarding No vigilance cases/black listing/court cases	Yes / No
11.	Client certificate / PO / support documents for having supplied TABLETS	Yes / No
12.	Copy of registration certificate regarding Sales Tax / VAT/Service Tax.	Yes / No
13.	Self declarations (as per Section 5)	Yes / No

14.	Technical Bid form (Section 5)	Yes / No
15.	Technical Proposal including all forms and other documents as mentioned in Section 6	Yes / No
16.	APUFIDC Details (as per Section 5)	Yes / No
17.	Eligibility fulfillment (as per Annexure II) accompanied by all the supporting documents.	Yes / No
18.	Unconditional Acceptance of Terms and Conditions of RFP	Yes / No

***** END OF RFP / BID DOCUMENT *****