# Open Competitive Bid (OCB)

for

# Upgradation of existing ArcGIS Licenses and Purchase of New ArcGIS Licenses with 3 years of AMC/support for O/o AP C&DMA, Vaddeswaram



# Andhra Pradesh Commissioner and Director of Municipal Administration (AP C&DMA)

Vaddeswaram Village, Mangalagiri, Andhra Pradesh – 522502 Website: https://cdma.ap.gov.in

dated: 05 -11-2025

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# Commissioner and Director of Municipal Administration (AP C&DMA) VADDESWARAM-522502

# e-Procurement Tender

NIT No: APMDP-14021/15/2017(205487)-I-Sec , dated: 05 -11-2025

S.No.	ltem	Description	
1	Name of the Work	AP C&DMA — "Upgradation of existing ArcGIS licenses and procurement of new ArcGIS Enterprise Advanced, Image Server, Workflow Manager, and ArcGIS Runtime Advanced for mobile app development, along with three years of AMC/support for the Office of AP C&DMA, Vaddeswaram."	
2	Estimate Contract Value of the work	Rs.4,37,75,000 /- (Rupees Four Crores Thirty Seven Lakhs Seventy Five Thousand Only)	
3	Type of Bidder eligible	Firm Registration / Sole Proprietary / Certificate of Incorporation - Copy of registration certificate should be submitted	
4	Type of Bidding	Online through AP e-Procurement website (https://https://apeprocurement.gov.in/)	
5	Submission of Bids	Bids shall be submitted online on https://apeprocurement.gov.in platform  1. The participating bidders in the tender should register themselves free of cost on e-procurement platform through the website https://apeprocurement.gov.in.  2. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates.  3. The bidders who are desirous of participating in e- procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place.  4. The bidders should scan and upload the respective documents in Technical Qualification of bid documentation as detailed at Section 2.15 & 2.16 of the tender including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness / authenticity.  5. The rates should be quoted in online only.	
6	Technical Qualifications	<ul> <li>Firm Registration / Sole Proprietary / Certificate of Incorporation - Copy of registration certificate should be submitted.</li> <li>The bidder/OEM should have executed works of similar</li> </ul>	

S.No.	Item	Description
		nature w.r.to upgrade / support of ArcGIS Licenses of worth as mentioned below in any one of the last 3 financial years i.e., 2022-23, 2023-24 & 2024-25 in India.  o 50% of ECV i.e., for similar nature of project / work Note: For bidders who have executed at least one project for the Central Government or any State Government or a Public Sector Undertaking, the above percentages stand reduced by 10%.  Supporting Documents: Satisfactory completion certificate / payment proceedings/ PO from central / state / local government bodies / private sector companies / non-governmental organizations located in India.
		All this information may be furnished in the formats of P1, P2.
		<ul> <li>The bidder should have the minimum average annual turnover of Rs.9,00,00,000/- during the last 3 financial years i.e., 2022-23, 2023-24 &amp; 2024-25 in the format of format P3. Authenticated certificate from any designated authority like Charted Accountant / Income Tax Department etc. certifying the above-mentioned criteria should be produced.</li> </ul>
		<ul> <li>The bidder has to produce Manufacturer Authorization Form (MAF) from the respective OEM (Original Equipment Manufacturer) (or) the bidder has to be the Authorized Partner of the respective OEM (Original Equipment Manufacturer) for ArcGIS Licenses specified in section 1.3 (technical specifications). Respective documentation shall be submitted along with the technical bid documents.</li> </ul>
		<ul> <li>The bidder should have at least 1 (one) registered office by own in Andhra Pradesh with a team of at least 2 (two) members who are technically sound to support any issue at any time for the items specified in this tender. Details on the same to be produced in format P4.</li> </ul>
		<ul> <li>The bidder should submit declaration in Format P5, stating that they are not debarred/blacklisted by any State Government, Central Government, Central &amp; State Govt.</li> </ul>

S.No.	Item	Description	
		Undertakings/Enterprises/Organizations and by any other Quasi Government bodies/Organizations, World Bank or any major Enterprise/Organization in India for nonsatisfactory performance, corrupt & fraudulent or any other unethical business practices.	
		The bidder should submit Undertaking in compliance with GFR Rule 144(xi) in the format of Form-P6.	
		<ul> <li>Technical specifications of the bill of quantities to be submitted in the format of Form-T1 and checklist in the format of Form-T2.</li> </ul>	
		The bidder should submit a copy of PAN registration of the company / proprietor.	
		The bidder should submit a copy of GST Registration Certificate with Govt. of Andhra Pradesh (in case of a firm).	
		The bidder should submit the latest Income Tax Returns certificates.	
7	EMD (Earnest Money Deposit)	Rs.4,38,000/- (Rupees Four Lakhs Thirty- Eight Thousand Only)	
		Rs. 4,38,000/- in the shape of online payment through portal.	
8	EMD Payment Mode	The bidder has to upload the scan copy of online transfer acknowledgment along with the bid.	
9	Period for furnishing EMD	Along with submission of the bid	
10	EMD validity	Shall be valid till completion of contract period for the successful bidder	
11	Bid Validity Period	90 days from the date of opening of bids	
12	Variation in quantities, technical specifications	+/- 15% (as approved by the authority)	
13	Contract Agreement Period to be entered	Within 1 month from the date of award of work	

S.No.	Item	Description	
14	Delivery Period	Within 30 days from the date of entering into agreement	
15	Contract / Support Period	3 years from the date of activation of licenses of respective items	
16	Performance Security	2.5% of ECV in the form of BG valid upto maintenance period	
17	Performance Security Payment Mode	Through DD/ BG in favor of "Andhra Pradesh Commissioner and Director of Municipal Administration (AP C&DMA)"	
18	Payment Terms	100% payment shall be done post completion of respective work after producing satisfactory and successful supply & installation certificate from the respective officer-in-charge, but in no case later than Sixty (60) days, after submission of a valid invoice and acknowledgement.	
19	LD for late deliveries/service	Liquidated damages as mentioned below shall be levied for the late delivered or deemed late delivered/installed goods/products/services.  i. 1% of the total contract value for one week or part thereof,  ii. 1.5% of the total contract value for two weeks or part thereof,  iii. 2% of the total contract value for three weeks or part thereof,  iv. 2.5% of the total contract value for four weeks or part thereof and so on with 0.5% subsequent increment of LD per week for more than four weeks or part thereof with a cap of 10% on the total contract value for late delivery / installation or deemed late delivered / installed goods / services for that location/site  The LD amount shall be deducted from the amounts payable to the vendor by the authority. Once this amount is exhausted, LD amount shall be recovered from the PBG/EMD. Once the PBG/EMD is exhausted, the vendor will be required to recoup the Performance Security. If the Vendor fails to recoup the Performance Security, the Vendor will be debarred from participating in tenders till the time he recoups the Performance Security.	
20	Maximum LD for late deliveries/installation	Maximum LD for late deliveries/installations: 10% on the T Contract value for late delivery / installation or deemed	

S.No.	Item	Description	
		delivered/installed goods / services	
21	Penalty for failure to provide service during maintenance period for all items	For any delay beyond permissible down time (as per the discretion of the authority), a penalty of Rs. 200/- will be levied for each day or part there of subject to a maximum of 10% of the total contract value.  *The penalty amount shall be deducted from the amounts payable to the Vendor by the authority. Once this amount is exhausted, penalty amount shall be recovered from the PBG/EMD. Once the PBG/EMD is exhausted, the Vendor will be required to recoup the Performance Security. If the Vendor fails to recoup the Performance Security, the Vendor will be debarred from participating in tenders till the time he recoups the Performance Security.	
22	Transaction Fee	Transaction fee: All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value or the price mentioned by AP C&DMA online with a cap of Rs. 10,000/-for quoted value of purchase up to Rs.50 crores and Rs. 25,000/- if the purchase value is above Rs.50 crores. Service tax applicable as levied by Govt. of India on transaction fee through online in favour of MD, APTS. The amount payable to APTS is non-refundable.  Corpus Fund: The successful bidder should pay an amount 0.04% of ECV (estimated contract value) with a cap of Rs. 10,000 (Rupees Ten thousand only) for all works with ECV up to Rs.50 Crores, and Rs. 25,000/- (Rupees Twenty-five thousand only) for works with ECV above Rs.50 Crores, from successful bidders on ap e-Procurement platform before entering into agreement / issue of purchase orders, towards e-Procurement fund in favour of Managing Director, APTS.  There shall not be any charge towards AP e-Procurement fund in case of works, goods and services with ECV less than and up to Rs.10 lakhs.	
23	Transaction Fee payable to	The Managing Director, APTS	
24	Contact Person details	S.M.N.SRINIVAS – ASSISTANT DIRECTOR –(IT) Email id: asd.it@cdma.gov.in Contact No: +91 98665 87564.	

#### 1 SCOPE OF WORK

#### 1.1 INTRODUCTION

The Commissioner & Directorate of Municipal Administration (C&DMA) is the HOD of Municipal Administration & Urban Development Department, who provides directions and coordination to the Municipal Corporations and Municipalities in the State in performing their day-to-day activities in adherence to the policies, procedures and guidelines as ordered by the Government in Municipal Administration and Urban Development Department so as to achieve effective civic administration.

C&DMA administers through the Regional Offices (RDMA) and Urban Local Bodies (ULBs) spread across the State. CDMA, in its supervisory role, monitors the functioning of the ULBs against key parameters such as the tax collections, projects and civic works execution, implementation of the schemes of the Government etc. Its authority also includes the supervision of the regulatory and developmental functions of the ULBs. CDMA interacts with several other departments such as Public Health Engineering Department headed by the Engineer — in - Chief, Town and Country planning department headed by the DTCP, Urban Development Authorities and other Line Departments to enable seamless delivery of urban civic services to the citizen.

One of the main objectives of the 74th Amendment of the Constitution is to make the Urban Local Bodies as efficient units of self-governance. Commissioner & Directorate of municipal administration, MA & UD Department, Government of AP is undertaking several initiatives for effective Governance aimed for strengthening the administration and governance in the Urban Local Bodies (ULBs) in the State.

Against above backdrop, AP C&DMA wishes to engage an agency for providing Upgradation of existing ArcGIS licenses and procurement of new ArcGIS Enterprise Advanced, Image Server, Workflow Manager, and ArcGIS Runtime Advanced for mobile app development, along with three years of AMC/support for the Office of AP C&DMA, Vaddeswaram, for smooth flow of GIS operations. The work scope for providing the above nature of services is mentioned in the subsequent sections of this document. AP C&DMA is looking for vendors who have experience in delivering above type of services to the Government Departments.

### 1.2 WORK SCOPE, MATERIAL REQUIREMENTS & DELIVERABLES

The successful bidder has to provide the Upgradation of existing ArcGIS licenses and procurement of new ArcGIS Enterprise Advanced, Image Server, Workflow Manager, and ArcGIS Runtime Advanced for mobile app development, along with three years of AMC/support for the Office of AP C&DMA, Vaddeswaram from the date of entering into agreement as per the below-mentioned work scope. Hereafter, the AP C&DMA (Andhra Pradesh Commissioner and Director of Municipal Administration) will be referred as

"Authority" (or) "AP C&DMA" in this tender document.

Activities to be carried out by successful bidder includes but not limited to the following, without any further cost to the authority:

- a) To Providing up-gradation of existing ArcGIS Software Licenses and New ArcGIS Software Licenses for Three years through AP eProcurement Portal.
- b) Providing Upgradation of existing ArcGIS licenses and procurement of new ArcGIS Enterprise Advanced, Image Server, Workflow Manager, and ArcGIS Runtime Advanced for mobile app development, along with three years of AMC/support for the Office of AP C&DMA, Vaddeswaram."
- c) The bidder/OEM shall provide support for software licenses as and when needed to AP C&DMA
- d) The bidder shall co-ordinate with OEM to support configuration issues, software and replacement
- e) The bidder/OEM shall provide all services up to warranty period without any extra cost to AP C&DMA.
- f) Manufacturer authorization letter: the manufacturer's authorization certificate specifying the tender number for which authorization is given on the manufacturer's letter head and should be signed by a person who has completed and having the power of attorney. The bidder shall have direct authorization from the OEM for selling and supporting the hardware, software/licenses etc.
- g) Malicious code certificate: The seller should upload the following certificate in the bid:
  - THIS IS TO CERTIFY THAT THE HARDWARE OR SOFTWARE BEING OFFERED, AS PART OF THE CONTRACT, DOES NOT CONTAIN EMBEDDED MALICIOUS CODE.
- h) Dedicated /toll free telephone no. For service support: Bidder/OEM must have dedicated/toll free telephone no. For service support.
- i) Escalation matrix for service support: Bidder/OEM must provide escalation matrix of telephone numbers for service support.
- j) Any other item related to the subject tender i.e., renew and upgrade of support for the existing ArcGIS licenses and purchase of new ArcGIS licenses of AP C&DMA, as per the discretion of Officer-in-Charge, AP C&DMA.

# 1.3 BILL OF MATERIALS & SPECIFICATIONS

S. No.	Product Description	Quantity	
ı	Upgrade of Existing Licenses		
1	Upgrade of ArcGIS Desktop Advanced to Indo ArcGIS Enterprise GIS Professional Plus User Type	4 No's	
Ш	New Licenses		
1	Indo ArcGIS Enterprise Advanced (4 Core) – 11.x	2 No's	
2	Indo ArcGIS Image Server (4 Core) – 11.x	1 No's	
3	Indo ArcGIS Server Extension (4 Core) – Workflow Manager – 11.x	1 No's	
4	Indo ArcGIS Runtime Advanced for Mobile App Development - 5 User Pack	1 No's	

S.No	Specifications	Compliance (Yes /No)			
Upgra Type	Upgrade of ArcGIS Desktop Advanced to Indo ArcGIS Enterprise GIS Professional Plus User Type				
1	GIS Software should be capable to View and create maps, manage satellite images, GIS data of various point of interest information, infrastructure, and assets etc.				
2	GIS Software should provide access to free Online 2D, Street, Basemap, imagery Services for location reference, and author custom basemaps.				
3	Create layers or shortcuts to geographic data that store symbology for displaying features.				
4	Thematic classifications like: Single symbol, Unique value, Match to predefined style, Graduated colors or symbols, Proportional symbols, Dot density mapping, Heat Mapping, Chart mapping including pie and bar chart, Bivariate and multivariate data rendering.				
5	Should support 2D animations with time series data support and historical play back of event data.				
6	Export graphics to: Enhanced Metafile (EMF), Windows bit map (BMP), Encapsulated PostScript (EPS), Tagged image file format (TIFF), Layered Portable document format (PDF), Joint Photographic Experts Group (JPEG), Computer graphics metafile (CGM), Adobe Illustrator (AI), etc.				
7	Software should have inbuilt tools to Display Real-Time Location Points from a GPS Receiver, Dynamically Center the Map on the Current GPS Point and Store GPS points in a Log File				
8	Create layers from supported data sources such as CAD, TIN, raster, and geo spatial database feature classes; or tables containing x, y coordinates.				
9	Software should have the capability to do Spatial references including the ability to customize and save the custom settings.				
10	Software should support metadata management.				
11	There should be a facility to Interactively Measure Distances, Areas and Feature Using Any Units, Including Custom Units in Planar and geographic co-ordinate system				
12	Feature construction tools including Point-and-click feature location with mouse, Streaming locations with mouse, x, y coordinate input with keyboard coordinate input with keyboard.				
13	Feature edits tools including: Move, rotate, delete, copy, and paste, Reshape, Split and trim, Divide into N-parts or into specified intervals, Vertex editing (add, delete, and move), etc.	12			

	Create statistics & various statistical operations, viz. create charts and	
14	reports, Sort tables by multiple attributes, Populate values based on	
	expression, Summarize data.	
15	Should be able to plot data on the map directly from the tables.	
16	UNICODE support for Multilanguage attributes and Import/Export	
10	metadata should be supported	
17	Should have Comparison options to compare Feature, File, Raster,	
	Table and TIN data	
	The software should provide a visual model-building tool for creating,	
18	managing, and automating geoprocessing workflows. It should allow	
	dynamic integration of parameters through inline variable	
	substitution.	
	Should support publishing and encryption of GIS maps for the	
19	purpose of Viewing and Querying GIS data by multiple royalty free GIS	
	data readers	
20	Software should have the facility of time slider user interface controls	
	to visualize temporal data	
21	Software should be capable of authoring the layers with time	
	information	
22	Should have the capability to web enable the 3D models without any	
23	customization.  Generate three-dimensional surfaces on-the-fly from attributes	
23	Should support python scripting language for development of	
24	customized workflow	
	Should provide complete geoprocessing history in project pane for	
25	testing and/or audit purpose.	
	Should be able to create Space Time Cube which takes potentially	
26	very large point datasets and builds a multidimensional data structure	
	for analysis	
	Software should be able to create an address locator that supports	
27	autocomplete functionality and publish it as a geocode service.	
	Software should have capability to Splits an input dataset by unique	
28	attributes	
29	Should have tool to Split an input data by unique attributes	
30	Use Multiple Viewer Windows for Separate Data Frames	
	Should have the capability to prepare horizontal, vertical, line and	
31	area bar charts, scatterplots, scatterplot matrices, QQ plots, box plots,	
	combo charts and data clocks.	
22	Animate Data Change with Tabular (Charts), Vector, Raster Catalog,	
32	and NetCDF Data	
33	Create Video from Sequential Images and export animations as	

	sequential images	
34	Dynamically Generated Legend Display with feature counts from	
_	Features in the Map	
	Should create text annotation data that follows curved or straight	
35	lines, and store annotations in a geodatabase or map document, with	
	feature-linking.	
	Support Advanced labelling: Watermark-Style Background Labels,	
36	Geologic Strike and Dip Symbology, Polygon Hole Avoidance for	
30	Callouts, Logically Continuous Feature (Street, River, Contour)	
	Placements	
37	Attribute validation through Domains and Subtypes	
	The software should support Linear Referencing System (LRS) to store	
38	and geographically locate routes using relative positions along a	
	measured line feature.	
20	Software should find and display Dynamic Segmentation Events	
39	(Point, Linear, and Continuous) on Routes	
40	Should have tools for storing Geotagged Photos to Points and match	
40	photos to Row by Time	
	Should have capability to contain multiple maps, layouts, tables,	
41	tasks, tools, connections, and more using one project file	
1.0	Should have functionality to catalog the related maps, data and other	
42	things related to concerned project	
	Software should support dgn, .dwg, .dxf, .dbf, .xls, .xlsx, .afr, .kml,	
	.kmz, .las, .lasd, .zlas, .shp, .csv, .txt, TIN and hyperspectral,	
	multidimensional data in netCDF format, raster file format like	
43	AIRSAR, ADRG, ASCII Grid, BIL, BIP, BSQ, BAG, BT, BMP, BSB, CEOS,	
	CADRG, CIB, DIGEST, DTED, ECRG, ECW, Envisat, EOSAT Fast, Esri Grid,	
	NDF, Geodatabase Raster, GIF, GRIB/GRIB2, HDF, RST, ILWIS, MrSID,	
	PCIDSK, PDS, PNG, RADARSAT2, RPF, SRTM etc.	
44	Software should connect multiple portal from the Project	
	Software should have inbuilt expressions for feature expression,	
45	display field, attribute driven symbols and extrusion developed on	
	Arcade	
	Software should have report view of the components, variables, and	
46	processes during model creation	
	Software should have grid based spatial index functionality during	
47	geoprocessing activity	
	Software should have functionality to share web scene, image layer,	
48	web feature layer, custom styles into web GIS platform	
	Software should have inbuilt functionality to create and manage	
49	workflow specific to any project	
	noon specific to any project	

developed in webgis  Direct support for PDF documents, to perform georeferencing and other spatial operations.  Should permit batch export of attachments from layers to a folder containing all extracted images.  Should allow user to filter the database as subsets by specifying definition queries.  Software should support multipoint, polyline, multipatch features; elevation, graphics, building, time-enabled scene, integrated mesh and 3D object layers.  Should effortlessly replicate layer and table properties across multiple datasets, by copying and pasting properties from one layer to multiple target layers/tables.  Should generate connecting lines between origins and destinations as a spider diagram.  Software should support micro-analysis by summarizing incident counts at street junctions and segments.  Software should support editing templates, including preset, group, and table templates with predefined attributes, to efficiently create and insert records into one or more tables or layers.  Should support creation and visualization of voxel layers for 3D raster data analysis.  Software should provide tools for time series forecasting, estimating future values at locations in a space-time cube and comparing different forecast models (including simple curve fitting, exponential smoothing, and forest-based methods).  Should support a variety of blend modes (e.g., multiply, lighten, screen, overlay) to enable visual effects between layers.  Software should densify vertices of line or polygon features, replacing curve segments (Bezier, circular, and elliptical arcs) with line segments.  On-the-fly dynamic joins between different databases  Should support procedural rule based symbology with complex objects and cartographic representations of map entities.  Reshape and Move a Feature to Align One Specified Point with Another (Warp), Resize a Feature Symbol by Resizing Its Bounding Box, Orient a Symbol to a Specific Angle.  On-the-fly automatic labeling, multi-labeling, interactive labeling, rotation of labels from	50	Software should have functionality to access the tools and models	
51 other spatial operations. 52 Should permit batch export of attachments from layers to a folder containing all extracted images. 53 Should allow user to filter the database as subsets by specifying definition queries. 54 definition queries. 55 Software should support multipoint, polyline, multipatch features; elevation, graphics, building, time-enabled scene, integrated mesh and 3D object layers. 56 Should effortlessly replicate layer and table properties across multiple datasets, by copying and pasting properties from one layer to multiple target layers/tables. 56 Should generate connecting lines between origins and destinations as a spider diagram. 57 Software should support micro-analysis by summarizing incident counts at street junctions and segments. 58 Software should support editing templates, including preset, group, and table templates with predefined attributes, to efficiently create and insert records into one or more tables or layers. 59 Should support creation and visualization of voxel layers for 3D raster data analysis. 59 Software should provide tools for time series forecasting, estimating future values at locations in a space-time cube and comparing different forecast models (including simple curve fitting, exponential smoothing, and forest-based methods). 61 Should support a variety of blend modes (e.g., multiply, lighten, screen, overlay) to enable visual effects between layers. 62 Software should densify vertices of line or polygon features, replacing curve segments (Bezier, circular, and elliptical arcs) with line segments. 63 On-the-fly dynamic joins between different databases 64 Should support procedural rule based symbology with complex objects and cartographic representations of map entities. 65 Reshape and Move a Feature to Align One Specified Point with Another (Warp), Resize a Feature Symbol by Resizing Its Bounding Box, Orient a Symbol to a Specific Angle. 66 On-the-fly automatic labeling, multi-labeling, interactive label placement,		developed in webgis	
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Box, Orient a Symbol to a Specific Angle.  On-the-fly automatic labeling, multi-labeling, interactive labeling, rotation of labels from an attribute field, interactive label placement,		Reshape and Move a Feature to Align One Specified Point with	
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66 rotation of labels from an attribute field, interactive label placement,		Box, Orient a Symbol to a Specific Angle.	
		On-the-fly automatic labeling, multi-labeling, interactive labeling,	
predefined label styles & finally save labels as a data layer	66	rotation of labels from an attribute field, interactive label placement,	
		predefined label styles & finally save labels as a data layer	

	Software should provide Raster handling tools like contrast,	
	brightness, transparency, gamma stretch, dynamic range adjustment,	
67	ignore background value, nadir top-up, contrast stretch, display	
	resampling method, zoom to raster resolution, swipe layer, and flicker	
	layer	
68	Create Fields to Store Coordinate Geometry (COGO) Measurements.	
69	Should reverse the COGO-enabled polyline without altering vertices.	
	Software should have a provision for generation of time bound geo	
70	spatial database license. This license should enforce export and time	
70	restrictions to the file geo spatial database data you send to clients or	
	other agencies	
71	Software should provide the ability to create, modify, and manage	
	dimension feature classes to represent real-world measurements.	
72	Should create and manage traditional and branch versioned data	
73	Should support data distribution and synchronization across	
/3	geodatabases, allowing changes in one to be reflected in another.	
74	Should support constructing polygons from features, planarizing	
/ -	polygon features, and splitting lines into COGO lines.	
	Should support oriented imagery, which includes oblique drone	
75	imagery, close-range inspection images, and street-level images taken	
	by mobile devices.	
76	Support for data in series of points measured along the orbital path of	
70	a satellite as trajectory files.	
77	Should enforce dependency between fields, dictating the valid values	
, ,	of one field based on another.	
78	Should support attribute rules to enforce data integrity, automate	
	edits, using calculation, constraint, and validation rules.	
	Should support predefined attribute rule templates for automating	
79	symbol rotation and unique ID generation during feature creation and	
	updates.	
80	Multiple Editors Can Simultaneously Edit the Feature Classes in a File	
	Geodatabase.	
	Software should have cartographic features that align markers to the	
	nearest stroke/fill layers, calculate grid convergence angles, calculate	
81	line caps, determine polygon main angles, create overpasses and	
	underpasses to denote bridges, set control points at intersecting	
	vertices or by angle.	
	Software should have advance cartographic tools like Simplify	
82	Building, Simplify Polygon, Create Cartographic Partitions and	
	Collapse Dual Lines to Centerline	
83	Software should calculates distance and additional proximity	

	information between the input features and the closest feature in	
	another layer and tool should be there to write results to a new	
84	Should have tools to creates Thiessen polygons from point features	
85	Should have advance core analysis tools like Erase, Frequency, Point	
85	Distance, Polygon Neighbors, Symmetrical Difference	
	Software should be capable to Identify inconsistent portions of the	
86	input features against target features within a search distance and	
	should align them with the target features	
87	User should be able to carry out feature binning table in cloud data	
07	warehouses	
88	Software should facilitate creation of a query layer to add data stored	
00	in cloud data warehouse to the map for analysis.	
89	Software should have facility to add animated marker symbol layers	
89	to add movement to otherwise static data in a map or scene.	
90	Software should provide control options to alter speed, direction, and	
90	synchronicity of the animated symbols.	
	Software should provide tools to convert PDF files into TIFF or	
91	GeoTIFF, user should be able to import such TIFF or GeoTIFF into map	
	window of software and digitize on top of these files	
	Software should facilitate creation of models to predict presence of a	
	phenomenon given known presence locations and explanatory	
92	variables using a maximum entropy approach. User should be able to	
	see output features and raster that include the probability of	
	presence of a phenomenon.	
	Software should have the facility to generate bar chart and graph etc	
93	on top of location data. User should be able to display multiple series	
	of such charts and graphs as a grid of mini charts to facilitate	
	comparison of trends and patterns.	
	Software should reconcile data from multiple sources and obtain the	
94	best possible data quality for analysis and mapping with tools for	
	spatial adjustment that perform rubber sheeting, transformation,	
	edge matching, and attribute transfer.	
	Should derive apportioned polygons that contain the summed	
95	attributes of overlaying polygons; compute geometric intersection of	
	input and identity features.	
96	Should model flood simulation workflows and scenarios, also enabling	
	export of analysis results.	
Indo A	rcGIS Enterprise Advanced (4 Core)	
1.	Should be capable of maintaining data history, version management,	
	and conflict detection.	

2. functionalities hence maintaining the parent-child relationship of Master Databases.  3. Software should support Cloud Environments like Amazon Web Services (AWS) or Microsoft Azure  Software should support cloud-based system directory storage on environments like Amazon Simple Storage Service (S3) or an S3 compatible storage location, Microsoft Azure Blob storage, Alibaba Cloud Object Storage Service (OSS)  Software should support deployment on-premises on physical hardware, in a private cloud using VMware or other virtualization technologies, or in the cloud using an Infrastructure as a Service provider (laaS) such as e.g. Amazon Web Services, Microsoft Azure, IBM SoftLayer, etc.  The GIS server should be highly scalable and should support scaling strategies like Silo strategy (Silo replication: active-passive, Silo replication: active-active), Event routing strategy, Load balancer, Message queue cluster, Silo replication using event partitioning  The software should provide an open API for developers to build custom web mapping applications. (ex: API for JavaScript)  It should support multiple numbers of Editing and viewing by desktop, web browser, and mobile clients.  The server application should record various service statistics, such as total requests, average response time, and timeouts, and report this information to the server manager for better monitoring and performance optimization of services.  Should have Web Editing Application functionalities like simultaneous data service editing, isolated editing in separate versions, Undo/Redo operations, snapping by layer, snapping to new geometry, settable snapping, modify, merge, split features, specify an Exact X, Y location, modify and create attribute values, maintain attribute values through defined rules (Domain), enable tooltips, Enable snapping, etc.  Should support server-side geoprocessing tasks through configurable web apps or REST API calls  12 It should provide a web publishing wizard so that users can publish websites without programming n		Should support database check-in – check out / replication	
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14		layers for better performance and fast accessibility	
mobile, smart clients, web browsers (Internet Explorer, Google	1/1	Server-based GIS should support any client and device including	
	14	mobile, smart clients, web browsers (Internet Explorer, Google	

Chrome, and Firefox), applications, and desktop applications.  The Server software should support Replication across multiple commercial databases in connected and disconnected environments  The application should provide an out-of-the-box, configurable mobile application that allows dynamic query and update server data remotely. The mobile application should be able to integrate with GPS devices for collecting highly accurate geometries.  The server should be able to support read-only site mode. (This is intended to disable publishing new services and block most administrative operations during production.)
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Software should support a Service Oriented Architecture (SOA) (GIS
on the enterprise service bus).
It should have ready-to-use apps for Field, Office, community, and
19 Application developers.
The software should provide SDKs to build and deploy native
20 applications on a variety of popular platforms and devices including
Android, iOS, Java, .NET, QT, etc.
Server-based GIS Software should offer server-based analysis and
21 geoprocessing. This should include vectors, scripts, tools, and
synchronous processing.
Server Software should run as a native 64-bit application and should
support Windows 64-bit and Linux operating systems 64-bit.
Should support Open Geospatial Consortium (OGC) and open web
23 services: including Map, WMS, WFS, WCS, WMTS, WPS, KML, and
GeoJSON.
Should be supporting the ECW (Enhanced Compression Wavelet)
imagery format to ensure efficient handling. The software should
enable seamless import, visualization, and analysis of ECW images
24 within the GIS environment. Integration with ECW imagery should be
compliant with industry standards and compatible with other
supported raster formats to facilitate smooth interoperability in GIS
workflows.
Software should support the creation of a geographic database,
25 manage geographic databases, and load spatial data into the
geographic database.
Software should allow character-by-character auto-complete
26 suggestions to be generated as a user type of an address in a client
application for Geocoding of addresses
Server administrator should be able to prevent unauthorized users
27 from accessing cached pages by disabling of caching of service-related
information by the web browser

28.	Software should allow the export of data from the feature service to the database which contains geographic data or SQLite database	
	using custom clients.	
	software should support automatically generating diagrams and	
29.	managing the physical and logical networks, Accessing, creating,	
	updating, and editing Schematic Diagrams	
20	System tools can analyze patterns and aggregate data in the context	
30.	of both space and time -Space-time (spatiotemporal) analysis	
31.	Server Software should support Cached service – Map, Image	
32.	Server Software should support the Geocoding service	
22	Server Software should support Geoprocessing service and run	
33.	custom geoprocessing models	
	Should support Security, Authentication, and Authorization using:	
	1. Web-tier authentication (IWA, PKI),	
24	2. GIS-tier authentication (built-in identity)	
34.	3. Enterprise logins (SAML 2.0),	
	4. Enterprise Groups (Active Directory and LDAP) and	
	5. TLS 1.0, 1.1, and 1.2	
	Support for databases containing geographic layers and Query layers -	
35.	Amazon RDS for Microsoft SQL Server or Amazon RDS for PostgreSQL,	
33.	IBM DB2 or Informix Microsoft Azure SQL Database or Microsoft SQL	
	Server Oracle, PostgreSQL	
36.	Server Software should support Raster File Share like - AWS S3,	
30.	Microsoft Azure Storage, Local File Shares	
	GIS Server Should provide a complete web-based single gateway	
	portal out of the box as an organizational GIS platform to Create,	
	Access, Analyze, Manage, and Share and disseminate geospatial	
37.	content amongst users. In other words, it should provide a map-	
	centric web portal platform for managing the organization's	
	geospatial content. Should have a facility for user management to	
	create an account, and grant/ revoke user rights for viewing,	
	publishing, or administrator rights to any users across the network.	
	GIS Server Should have a facility to share published GIS content with	
	other users and only authorized users can view or modify the shared	
38.	content. Enterprise Web GIS systems should have out-of-the-box	
	capability to change the web page's appearance, and to select	
	services, base maps, templates, galleries, and available groups to be	
	used.	
	The GIS system should support the Tile layer from the Vector and	
39.	Raster layers for better performance and fast accessibility. Should	
	support browser-based access for viewing, editing, and analysis of	

	Geo-Spatial Data	
	GIS system should have wizard-based out-of-the-box tools to	
	configurable dynamic interactive dashboards which can help the	
40	management to track real-time data using maps layers, Pie/Bar	
	Charts, time, indicators, lists, details, and run queries. User should be	
	able to configure them rather than writing scripts	
	GIS system should provide open API & SDKs for developers to	
	build/extend custom web mapping applications. (ex: Qt, .NET, Java,	
41.		
	open web services: including Map, WMS 2.0, WFS 2.0, WCS, WMTS,	
	WPS, KML, Geo JSON & I3S for rendering of 3D data.	
	GIS Server should support Big Data File Shares like Apache Hadoop	
	HDFS, Apache Hive, Local File Shares (CSV, Shapefile), Raster File	
	Share like - AWS S3, Microsoft Azure Storage, Local File Shares, Query	
4.0	Layers: ALTIBASE, Dameng, IBM Netezza, SAP HANA, SQLite and	
42.	Teradata	
	Should support standard Web server/application servers like IIS,	
	Apache, Tomcat, Web Sphere, Web logic, etc.	
	Enterprise GIS systems must be highly scalable. It must have	
	architecture deployment flexibility such as single machine, multiple	
	machines, cluster-based environment Active-Active Active-Passive,	
43.	multiple sites deployment. The system must be horizontally and	
	vertically scalable. GIS platform capability should be offered by a	
	single/ seamless integration of software based on the same	
	technology.	
	GIS System software should support VMware vSphere, Microsoft	
	Hyper-V & Huawei Fusion Sphere virtualization environments. GIS	
	System should support Cloud Environments like Amazon Web	
44	Services (AWS) or Microsoft Azure. GIS System should be capable of	
	deployment on-premises on physical hardware, in a private cloud	
	using VMware or other virtualization technologies, or in the cloud	
	using an Infrastructure as a Service provider (IaaS) such as e.g.	
	Amazon Web Services, Microsoft Azure, IBM SoftLayer, etc.	
	GIS Server software should support Security, Authentication, and	
4	Authorization using - Web-tier authentication (IWA, PKI), GIS-tier	
45.	, , , , , , , , , , , , , , , , , , , ,	
	Enterprise Groups (Active Directory and LDAP) and TLS 1.0, 1.1, and	
	1.2	
46	Web GIS software should be deployable in the cloud, leveraging cloud	
	computing services provided by third-party providers such as Amazon	

	Web Services (AWS), Microsoft Azure, Google Cloud Platform (GCP),			
	IBM SoftLayer, RailTel, etc. It should have a provision to support			
	microservices and support orchestration environments like			
	Kubernetes.			
	GIS system should support connections to Amazon Simple Storage			
	Service (S3) buckets, Microsoft Azure Blob Storage containers,			
47.	Microsoft Azure Data Lake Storage Gen2, Alibaba Cloud Object			
7/	Storage Service (OSS) buckets, Google Cloud Storage Service (GCS)			
	buckets, WebHDFS, MinIO, and Ozone Object Storage Service			
	buckets.			
	Web GIS applications must easily integrate & embed with Microsoft			
	Office applications like Excel, PowerPoint, etc. for management and			
48.	administrators as an out-of-the-box functionality. Software			
	capabilities should also be available as a widget/App with Power BI			
	and Microsoft Teams without any extra cost.			
	GIS Software should have the facility of sharing a GIS database for			
4.0	temporary use by other stakeholders and implement a license on the			
49.	GIS database so that the receiver should not be able to use it after a			
	designated duration.			
	GIS system should provide service-based access to more than 1000+			
	data sets from authoritative sources free of cost, like Indian			
	demographic data to the village level, Indian Administrative			
50.	boundaries, PMGSY data, Watersheds, Geological data, soil types,			
	SDG indicators of India from verified sources for one or more			
	preceding years, Seismic zones, India: Distance to water, India: Solar			
	Atlas, etc.			
	Web GIS systems should contain out-of-the-box, ready-to-use, and			
51.	·			
	dashboards.			
	The GIS Platform should provide REST API that allows developers to			
	interact and access various GIS Services and data using HTTPS			
	requests and developers can perform a variety of tasks			
52.	programmatically as well, such as querying, analyzing, editing			
	feature/map services, geocoding addresses, generating maps, and			
	integrate various web and mobile applications.			
	Web GIS systems should have an interactive digital storytelling			
53	application that can incorporate real-time maps, data, images, and			
	videos.			
	GIS systems should have out-of-box iOS and Android-based field data			
54.	collection applications that can be used on the Web and Mobile.			
55.				
55.	ricia applications should be able to collect the Latitude, Longitude,			

	and altitude information of real world chiests	
	and altitude information of real-world objects	
	Field-based applications should have the capability of designating	
56.	geofences, and it has to provide location-based alerts while entering	
	or exiting the geofence, to the field personnel using the mobile	
	application.	
	Mobile-based field applications should be able to collect data both	
57.	online and offline. The data collected through offline mode should	
	have the provision to be synced with the GIS system.	
58.	Mobile-based field applications should have the capability to attach	
30.	photos, videos, audio, and files such as .doc, .docx, .csv,.xls, .xlsx, .pdf	
	Mobile-based field applications should have the facility for the user to	
59.	configure the field data collection settings such as Accuracy, GPS	
	Averaging, Photo upload size, and snapping.	
	Mobile-based field applications should provide the capability to add,	
60.	update, and delete data from the feature services in the web maps	
	that are published to the Web GIS system	
C.4	Web GIS applications should have the capability to track the route or	
61.	path taken by the field person using the mobile application.	
	Web GIS applications should have the capability to manage field	
	personnel by designating the desired tasks. The application should	
62.	also be capable of visualizing the progress of the tasks as and when	
	updated by the field personnel.	
	Web GIS applications should have a map viewer that can load any	
	data published to the server. It should also be able to add files like	
60	.csv,.xlsx, file geodatabase, GeoJSON, shapefiles, KML, and	
63.	geopackage from desktop, Google Drive, Dropbox, or One Drive. The	
	map viewer application should also provide the capability to perform	
	web-based spatial analysis.	
	Web GIS system should support the users in geoprocessing tasks and	
64.	workflows on the server side.	
	The GIS system should have a disaster recovery model for obtaining	
	the most recent backup in the case of any failures or corruption. The	
65.	tool should recover all the published content from the server when	
	the backup is created.	
	GIS system should support the following data types - Big Integer, Date	
66.	only, Time only, Timestamp offset	
	Web GIS system should support the following 3D model formats -	
	COLLADA (.dae), Autodesk Filmbox (.fbx), Autodesk Drawing (.dwg),	
67.		
07	and .usdz)	
	·	
	Wavefront (.obj), GL Transmission Format (.gltf), Binary GL	

	Transmission Format (.glb)	
68.	Custom web tools for geoprocessing workflows, such as models, scripts, or notebooks, should be accessible within Map Viewer as an integrated feature of the software.	
69.	The software should have the capability to set up a single dashboard with two distinct views: one tailored for desktop use and another specifically designed for mobile devices.	
70.	The software should offer a user-friendly experience for writing dynamic expressions, with features such as auto-populated code suggestions, a comprehensive function search, and alerts for unassigned variables and expression errors.	
Indo A	rcGIS Image Server (4 Core)	
1.	The software should support imagery hosting, allowing users within organizations to upload imagery for dynamic serving as imagery layers, accessible for diverse applications and raster analytics.	
2.	It should facilitate dynamic image services, enabling web-accessible imagery layers with on-the-fly processing as data is accessed across desktop, web, and mobile applications.	
3.	The software should serve web-accessible imagery layers with on-the- fly processing, allowing users to interact with and analyze imagery without the need for extensive preprocessing.	
4.	The software should offer Geoprocessing Tools for swift processing and persistent storage of extensive imagery and raster data sets, facilitating the creation of tailored information products. Users can build or publish customized workflows for raster analysis.	
5.	It should enable the publication of multiple image products without necessitating preprocessing or the storage of intermediate results, thereby conserving time and computational resources.	
6.	The software should provide seamless access to OGC Web Map Service (WMS), Web Coverage Service (WCS), Web Map Tile Service (WMTS), and Keyhole Markup Language (KML) services.	
7.	The software should ensure granular control over user group and stakeholder access to image services, determining their respective permissions and functionalities.	
8.	It should maintain a secure and high-performing cloud environment conducive to hosting, analyzing, streaming, and integrating imagery into various workflows.	

	The software should define the number of image sections to be	
9.	processed before restarting worker processes, ensuring stability and	
	preventing failures in long-running operations.	
Indo A	rcGIS Server Extension (4 Core) – Workflow Manager	
	Software should support creation of jobs through incoming webhooks	
1.	with advanced payload handling, including saving payloads as	
	attachments.	
	Software should support a portable, lightweight, and secure	
2.	expression language to dynamically set job properties and centrally	
	manage external data dependencies.	
3.	Software should support retry logic in Send Web Request steps to	
J.	automatically retry requests based on defined conditions.	
4.	Software should support centralized references to data using secure	
4.	expressions.	
5.	Software should support editing and managing predefined shared	
J.	searches in the Custom Search tool.	
6.	Software should support dynamic drop-down lists of valid properties	
<u> </u>	in steps like Update Job Properties and Update 1–M Job Properties.	
	Software should support batch actions for jobs such as closing,	
7.	deleting, and upgrading multiple jobs from the Manage Jobs	
	interface.	
8.	Software should support defining step-specific help links and warning	
	modals in step templates.	
9.	Software should support automatic refresh of filtered job search	
	results upon re-selection in the work panel.	
Indo A	rcGIS Runtime Advanced for Mobile App Development	
	Software should have the capability to customize the connectors	
1.	using Software Development Kit (SDK) to develop custom connectors	
	as required.	
2.	Should support developing tools for native apps for performing	
	powerful GIS analysis, even when present in disconnected/offline.	
3.	Should have the capability of downloading the app from Google	
	playstore, App store or Windows store.	
	should support the app capability in creating or drawing graphic	
4.	features, including points, lines, circles, and polygons, in your	
	application to edit geographic data.	
5.	Should support the apps functional on cross platform and cross	
	device. The design of apps could be through .Net, QT or Java.	
6.	Should support the app security with dedicated user from enterprise	

	or cloud system	
7.	Should support the native app in visualization of 2D and 3D data	
8.	Should support Synchronize edits to feature geometry, attributes, and	
0.	attachments from a mobile database to a data service	
9.	Should support access to local database data and geoprocessing	
9.	services	
	Should support to enable edit features in mobile databases, and	
10.	features in data services that are public, not secured, accessible on a	
	local network or secured services	
11.	Should support complete working of app in offline mode without any	
11.	connectivity	

# 1.4 SLA (SERVICE LEVEL AGREEMENT) & PENALTIES

- 1. The original call log for all the logged calls of complaints & calls closed status should be sent by email to department on fortnightly basis for monitoring.
- 2. The successful bidder should be able to resolve all the calls related to items mentioned in section 1.3 through below mentioned SLA:

Priority/SLA	Acceptance SLA	Response SLA	Resolution SLA
Priority1	2hrs	4hrs	24hrs
Priority2	8hrs	12hrs	48hrs
Priority3	24hrs	24hrs	72hrs

**Note:** Priority and type of call logging for any kind of call will be solely decided by AP C&DMA based on the urgency and impact.

3. Also, a date wise abstract of calls logged and repair status within SLA and outside SLA for the logged calls should be provided to AP C&DMA in the following format with supporting call reports duly signed by the user:

Calls closed								
Date	No. of	Within						
	calls	12hrs	24hrs	48hrs	72hrs	5 days	10	15days
	logged						days	

The above tables in point number 2, 3 under this section 1.4, may be used for calculation of penalties for not meeting the SLA requirements during maintenance/warranty period. In

case the service/information is not provided as mentioned above, a penalty of 1% per week up to a maximum of 10% of PV will be levied until the service / information is provided.

4. Persistent complaints from the user department during the warranty / service / maintenance period relating to the improper service will be sufficient ground for the AP C&DMA to debar / blacklist the successful bidder from participating in the future tenders.

#### 2 BID PROCESS

#### 2.1 INSTRUCTIONS TO BIDDERS:

- 1. Tender call or invitation for bids means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
- 2. Specification means the functional and technical specifications or statement of work, as the case may be.
- 3. Firm means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
- 4. Bidder means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom AP C&DMA signs the contract for rendering of goods and services.
- 5. Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender will cause dis-qualification of all the Tenders submitted by the Tenderer.
- 6. Technical bid means that part of the offer that provides information to facilitate assessment by AP C&DMA, professional, technical and financial standing of the bidder, conformity to specifications etc.
- 7. Financial Bid means that part of the offer, that provides price schedule, total project costs etc.
- 8. Two-part Bid means the technical and financial bids submitted through online <a href="https://apeprocurement.gov.in">https://apeprocurement.gov.in</a>
- 9. Two-part Bid means the Technical bid and financial bids submitted through online eprocurement portal and their evaluation is sequential.
- 10. Composite bid means a bid in which the technical and financial parts are combined into one but their evaluation is sequential.
- 11. Goods and services mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
- 12. The word goods when used singly shall mean the hardware, firmware component of the goods and services.

- 13. Maintenance / Service period means period mentioned in bid document for maintaining the systems beyond (or) on par / in parallel with warranty / contract period.
- 14. Though the Products / Services mentioned in Bill of Quantities--Schedule "A"-- Part—I indicate couple of specific brands make/ model to be quoted that suits to the requirement of AP C&DMA, other brands make/ model products can also be quoted in the tender and such products / services shall be accepted by AP C&DMA, subject to the condition that the technical specifications mentioned in the Bill of Quantities-- Schedule "A"--Part—I is fulfilled in letter & spirit w.r.to product quality, performance, durability, regulations & maintenance
- 15. As per the instructions of the government vide G.O.MS.No.2, dated: 24.02.2025 from ITE&C department, preferential market access is granted to capable and competitive startups, only those meeting the following eligibility criteria:
  - The DPIIT (Department for Promotion of Industry and Internal Trade, GoI) recognized startup should have a registered office in Andhra Pradesh and
    should have an existing product or service already available in the market by
    the time of tender issuance.
  - The DPIIT (Department for Promotion of Industry and Internal Trade, GoI) recognized startup must have achieved any one of the following milestones:
    - (A.) Secured winner/runner-up status in any International, National, or State-level innovation challenges or hackathons.
    - (B.) Secured grants or funding of Rs. 25 Lakh and above under any National or state-supported schemes or programs
    - (C.) Possess a patented technology or product that is currently available in the market.
  - 16. Accordingly, for public procurements up to a value of Rs.50.00 Lakh (Rupees Fifty Lakhs Only), the following relaxations shall apply to innovative and eligible startups, subject to compliance with all quality and technical specifications prescribed in the procurement guidelines:
    - Exemption from the requirement of Earnest Money Deposit (EMD).
    - o Exemption from the prior turnover requirement.
    - o Exemption from the prior experience requirement.
    - Full waiver of tender document cost.

- 17. Representations received from the bidders within 3 days from the date of opening of technical bids on the issues related to Technical-qualification/Technical bids evaluation and within a day from the date of opening of commercial bids on the issues related to the commercial bid evaluation will only be accepted. Representations received beyond this period will not be considered and strictly rejected.
- 18. The bidder should upload all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, AP C&DMA reserves its right in seeking clarification from the bidder or may disqualify the bidder for the bidding mistakes, missing documents and for the documents that are not clear.

#### 2.2 GENERAL ELIGIBILITY:

- 1. This invitation for bids is open to all firms from within India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the eligibility criterion.
- 2. Bidders marked / considered by AP C&DMA to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- 3. Bidder debarred / blacklisted by any Central or State Govt. / Quasi–Govt. Departments or organizations as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- 4. Breach of general or specific instructions for bidding, general and special conditions of contract with AP C&DMA or any of its user organizations may make a firm ineligible to participate in bidding process.

## 2.3 BID FORMS:

- 1. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- 2. For all other cases the bidder shall design a form to hold the required information.

### 2.4 COST OF BIDDING:

1. The bidder shall bear all costs associated with the preparation and submission of its bid, and AP C&DMA will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

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

### 2.5 CLARIFICATION OF BIDDING DOCUMENTS:

 A prospective vendor requiring any clarification of the bidding documents may notify AP C&DMA contact person.

#### 2.6 AMENDMENT OF BIDDING DOCUMENTS:

- 1. At any time prior to the deadline for submission of bids, AP C&DMA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
- 2. The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if any from the Tender inviting authority. Any offline bid submission clause in the tender document could be neglected. The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender inviting authority on time-to-time basis in the AP e-Procurement platform. The department calling for tenders shall not be responsible for any claims / problems arising out of this.
- 3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the AP C&DMA, at its discretion, may extend the deadline for the submission of bids.

## 2.7 PERIOD OF VALIDITY OF BIDS:

- 1. Bids shall remain valid for the days or duration specified in the bid document, after the date of bid opening prescribed by AP C&DMA. A bid valid for a shorter period shall be rejected as non-responsive.
- 2. In exceptional circumstances, the AP C&DMA 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 bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.

# 2.8 SUBMISSION OF BIDS:

• The bidders shall submit all the bids i.e., Technical and Financial Bids on AP e-Procurement website only.

#### 2.9 DEADLINE FOR SUBMISSION OF BIDS:

- 1. Bids must be submitted on AP e-procurement website not later than the bid submission date and time specified in the tender call notice.
- 2. The AP C&DMA may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the AP C&DMA and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 2.10 LATE BIDS:

Any bid not received in AP e-procurement portal by the deadline for submission of bids will be rejected and returned unopened to the bidder.

#### 2.11 MODIFICATION AND WITHDRAWL OF BIDS:

- 1. No bid can be modified subsequent to the deadline for submission of bids.
- 2. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD).

### **2.12 GENERAL BUSINESS INFORMATION:**

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

### 2.13 BID SECURTIY i.e. EARNEST MONEY DEPOSIT (EMD):

- 1. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.
- 2. The bid security is required by AP C&DMA to:
  - a. Assure bidder's continued interest till award of contract, continued performance till end of contract period and
  - b. Conduct in accordance with bid conditions during the bid evaluation process.
- 3. The bid security shall be in Indian rupees through ONLINE form/Bank guarantee via AP e-procurement portal to The Commissioner and Director, AP C&DMA.
- 4. Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by AP C&DMA.

- 5. The earnest money or performance security deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender. In case any valid extension of contract period is granted, the validity of EMD/Performance Security shall also be extended for the corresponding period. Any additional security amount submitted by the successful (L1) tenderer shall be valid till the work is completed in all respects.
- 6. The bid security may be forfeited:
  - a. if a bidder withdraws its bid during the period of bid validity or
  - b. in the case of a successful bidder, if the bidder fails:
    - i. to sign the contract in time; or
    - ii. to furnish performance security.

## 2.14 STATEMENT OF IMPORTANT LIMITS/VALUES RELATED TO BID:

S.No.	Item	Description	
1	Name of the Work	AP C&DMA – IS – "Upgradation of existing ArcGIS licenses and procurement of new ArcGIS Enterprise Advanced, Image Server, Workflow Manager, and ArcGIS Runtime Advanced for mobile app development, along with three years of AMC/support for the Office of AP C&DMA, Vaddeswaram."	
2	Estimate Contract Value of the work	Rs.4,37,75,000 /- (Rupees Four Crores Thirty Seven Lakhs Seventy Five Thousand Only)	
3	Type of Bidder eligible	Firm Registration / Sole Proprietary / Certificate of Incorporation - Copy of registration certificate should be submitted	
4	Type of Bidding	Online through AP e-Procurement website (https://apeprocurement.gov.in)	
5	Submission of Bids	Bids shall be submitted online on https://apeprocurement.gov.in platform  1. The participating bidders in the tender should register themselves free of cost on e-procurement platform through the website https://apeprocurement.gov.in.  2. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates.  3. The bidders who are desirous of participating in e- procurement shall submit their technical bids, price bids as per the standard	

S.No.	Item	Description		
		formats available at the e-market place.  4. The bidders should scan and upload the respective documents in Technical Qualification of bid documentation as detailed at Section 2.15 & 2.16 of the tender including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness / authenticity.  5. The rates should be quoted in online only.		
6	EMD (Earnest Money Deposit)	Rs.4,38,000/- (Rupees Four Lakhs Thirty-Seven Thousand Seven Hundred and Fifty Only)		
7	EMD Payment Mode	Rs.4,38,000/- in the shape of online payment through portal.  The bidder has to upload the scan copy of online transfer acknowledgment along with the bid.		
8	Period for furnishing EMD	Along with submission of the bid		
9	EMD validity	Shall be valid till completion of contract period for the successful bidder		
10	Bid Validity Period	90 days from the date of opening of bids		
11	Variation in quantities, technical specifications	+/- 15% (as approved by the authority)		
12	Contract Agreement Period to be entered	Within 1 month from the date of award of work		
13	Contract / Support Period	3 years from the date of activation of licenses of respective items		
14	Performance Security	2.5% of ECV in the form of BG valid upto maintenance period		
15	Performance Security Payment Mode	Through BG in favor of "Andhra Pradesh Commissioner and Director of Municipal Administration (AP C&DMA)"		
16	Payment Terms	100% payment shall be done post completion of respective work after producing satisfactory and successful supply & installation certificate from the respective officer-in-charge, but in no case later than Sixty (60) days, after submission of a valid invoice and acknowledgement.		
17	LD for late deliveries/service	Liquidated damages as mentioned below shall be levied for the late delivered or deemed late delivered/installed		

S.No.	Item	Description			
		goods/products/services.			
		v. 1% of the total contract value for one week or part thereof,			
		vi. 1.5% of the total contract value for two weeks or part thereof,			
		vii. 2% of the total contract value for three weeks or part thereof,			
		viii. 2.5% of the total contract value for four weeks or part thereof and so on with 0.5% subsequent increment of LD per week for more than four weeks or part thereof with a cap of 10% on the total contract value for late delivery / installation or deemed late delivered / installed goods / services for that location/site			
		The LD amount shall be deducted from the amounts payable to the vendor by the authority. Once this amount is exhausted, LD amount shall be recovered from the PBG/EMD. Once the PBG/EMD is exhausted, the vendor will be required to recoup the Performance Security. If the Vendor fails to recoup the Performance Security, the Vendor will be debarred from participating in tenders till the time he recoups the Performance Security.			
18	Maximum LD for late deliveries/installation	Maximum LD for late deliveries/installations: 10% on the Total Contract value for late delivery / installation or deemed late delivered/installed goods / services			
19	Penalty for failure to provide service during maintenance period for all items	For any delay beyond permissible down time (as per the discretion of the authority), a penalty of Rs. 200/- will be levied for each day or part there of subject to a maximum of 10% of the total contract value.			
		*The penalty amount shall be deducted from the amounts payable to the Vendor by the authority. Once this amount is exhausted, penalty amount shall be recovered from the PBG/EMD. Once the PBG/EMD is exhausted, the Vendor will be required to recoup the Performance Security. If the Vendor fails to recoup the Performance Security, the Vendor will be debarred from participating in tenders till the time he recoups the Performance Security.			
20	Bid document download Start Date	05 -11-2025 @3:00 PM			
21	Bid Submission Closing Date & Time	12 -11-2025 @5:30 PM			

S.No.	Item	Description
22	Date of Opening the Technical Bid	13-11-2025 @11:00 AM
23	Date of Opening the Financial Bid	14 -11-2025 @11:00 AM
24	Transaction Fee	Transaction fee: All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value or the price mentioned by AP C&DMA online with a cap of Rs. 10,000/-for quoted value of purchase up to Rs.50 crores and Rs. 25,000/- if the purchase value is above Rs.50 crores. Service tax applicable as levied by Govt. of India on transaction fee through online in favour of MD, APTS. The amount payable to APTS is non-refundable.  Corpus Fund: The successful bidder should pay an amount 0.04% of ECV (estimated contract value) with a cap of Rs. 10,000 (Rupees Ten thousand only) for all works with ECV up to Rs.50 Crores, and Rs. 25,000/- (Rupees Twenty-five thousand only) for works with ECV above Rs.50 Crores, from successful bidders on ap e-Procurement platform before entering into agreement / issue of purchase orders, towards e-Procurement fund in favour of Managing Director, APTS.  There shall not be any charge towards AP e-Procurement fund in case of works, goods and services with ECV less than and up to Rs.10 lakhs.
25	Transaction Fee payable to	The Managing Director, APTS
26	Contact Person details	S.M.N.SRINIVAS – ASSISTANT DIRECTOR –(IT) Email id: asd.it@cdma.gov.in Contact No: +91 98665 87564  P. SUDHAKAR – TEAM LEADER – (GIS CELL) Email id: giscell@cdma.gov.in Contact No: +91 94919 47099

### Note:

 For tenders up to 25% less than the estimated contract value of work, no additional security deposit is required. But for tenders less than 25% of the estimated Contract Value of work, the difference between the tendered amount and 75% of the estimated contract value, shall be paid by the successful tenderer at the time of concluding agreement as an additional security to fulfil the contract through a Bank Guarantee a Nationalized Bank / Scheduled bank in the prescribed format valid till completion of the work in all respects.

• Tenders with an excess of above 5% of the estimated contract value shall summarily be rejected.

### 2.15 TECHNICAL-QUALIFICATION CRITERIA

- Firm Registration / Sole Proprietary / Certificate of Incorporation Copy of registration certificate should be submitted.
- The bidder/OEM should have executed works of similar nature w.r.to upgrade / support of ArcGIS Licenses of worth as mentioned below in any one of the last 3 financial years i.e., 2022-23, 2023-24 & 2024-25 in India.
  - o 50% of ECV i.e., for similar project / work (or)

<u>Note:</u> For bidders who have executed at least one project for the Central Government or any State Government or a Public Sector Undertaking, the above percentages stand reduced by 10%.

<u>Supporting Documents:</u> Satisfactory completion certificate / payment proceedings/ PO from central / state / local government bodies / private sector companies / non-governmental organizations located in India.

All this information may be furnished in the formats of P1, P2.

- The bidder should have the minimum average annual turnover of Rs.9,00,00,000/-during the last 3 financial years i.e., 2022-23, 2023-24 & 2024-25 in the format of format P3. Authenticated certificate from any designated authority like Charted Accountant / Income Tax Department etc. certifying the above-mentioned criteria should be produced.
- The bidder has to produce Manufacturer Authorization Form (MAF) from the respective OEM (Original Equipment Manufacturer) (or) the bidder has to be the Authorized Partner of the respective OEM (Original Equipment Manufacturer) for ArcGIS licenses specified in section 1.3 (technical specifications). Respective documentation shall be submitted along with the technical bid documents.
- The bidder should have at least 1 (one) registered office by own in Andhra Pradesh with a team of at least 2 (two) members who are technically sound to support any issue at any time for the items specified in this tender. Details on the same to be produced in format P4.
- The bidder should submit declaration in Format P5, stating that they are not debarred/blacklisted by any State Government, Central Government, Central & State Govt. Undertakings/Enterprises/Organizations and by any other Quasi Government

bodies/Organizations, World Bank or any major Enterprise/Organization in India for non-satisfactory performance, corrupt & fraudulent or any other unethical business practices.

- The bidder should submit Undertaking in compliance with GFR Rule 144(xi) in the format of Form-P6.
- Technical specifications of the bill of quantities to be submitted in the format of Form-T1 and checklist in the format of Form-T2.
- The bidder should submit a copy of PAN registration of the company / proprietor.
- The bidder should submit a copy of GST Registration Certificate with Govt. of Andhra Pradesh (in case of a firm).
- The bidder should submit the latest Income Tax Returns certificates.

If the bidder is debarred/blacklisted as mentioned above, such bidder becomes ineligible to participate in the bidding process. In case of any concealing of information relating to blacklisting or pending of cases as mentioned above or submission of fake information/fake documents, AP C&DMA reserves the right to cancel the work order/contract allotted, apart from forfeiting EMD/PBG. AP C&DMA reserves the right further to take penal action on the bidder.

AP C&DMA reserves its right in not considering the bid of a bidder, if such bidder/consortium member was a previous supplier and had a past bad track record or their earlier performance was unsatisfactory on any count.

The bidder should upload all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, AP C&DMA reserves its right in seeking clarification from the bidder for missing documents/unclear documents and after confirming genuinity of the documents may qualify the bidder for further rounds or may disqualify the bidder for the bidding mistakes, missing documents and for the documents that are not clear.

Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and / annexures submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement, when called upon.
- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

and/or

- Participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and
- Even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking clause 61 of PS to APSS.

### 2.16 BIDDING PROCEDURE (Separate Bid for each schedule):

- 1. EMD details should be given in the "Technical Bid".
- 2. Tenders will be accepted from those who submit their bids through online portal https://apeprocurement.gov.in.
- 3. All correspondence should be with AP C&DMA contact person.

# **Technical Bid:**

It shall include the following information about the firm and/or its proposal.

- 1. General information on the bidder's company in Form P-1
- 2. List of major customers in relevant fields in Form P-2 for the respective Schedules
- 3. Bidder turnover details with net worth in Form P-3. Authenticated certificate from any designated authority like Charted Accountant / Income Tax Department etc. certifying the annual turnover.
- 4. Details of service centers in AP in Form P-4
- 5. The bidder should submit/give declaration in Format P-5
- 6. Undertaking in compliance with GFR Rule 144(xi) in Format P-6
- 7. Deviation(s) to technical specifications, if any in Form T-1
- 8. Check list in Form T-2
- 9. Latest Income Tax
- 10. Detailed technical documentation, reference to various industry standards to which the products/services included in vendor's offer conform, and literature concerning the proposed solution
- 11. Detailed documentation in reference to the experience which is specific to the

work/needs of this project may be produced.

12. Other information, if any required in the bid document

### **Financial Bid:**

- The tenderer should quote his lump sum tender in Price Bid Form based on this schedule of quantities. The bidder should quote his offer as an overall tender amount. The overall tender amount should be written both in words and figures by the tenderer and it should be free from errors.
- Also, the L1 tenderer shall submit Bill of Quantities with price listing of each and every item as annexure in accordance to the price bid submitted before concluding agreement with AP C&DMA.
- The bid offer shall be for the whole work and not for individual items / part of the work.
- The tendered contract amount as computed based on overall tender amount is subject to variation during the performance of the Contract in accordance with variation in quantities etc.
- The tenderers will have to state clearly their willingness to execute the work at certain specific amount of excess or less or at par of the ECV indicated in Part-I at the space provided therein in Price Bid form.
- The Schedule "A" shall contain the items of work indicated as part—I and LS provisions as part—II. The tender amount quoted by the contractor shall be applicable only to part—I. However, the provisions contained in the part—II will be operable basing on the conditions provided in the Tender Document.
- Bill of Quantities called Schedule "A" and the bid offer accompanies the tender document as Volume-II. It shall be explicitly understood that the Tender Inviting Officer does not accept any responsibility for the correctness or completeness of this schedule 'A' and this schedule 'A' is liable to alterations by omissions, deductions or additions at the discretion of the Project Manager (IS) or as set forth in the conditions of the contract.

### 2.17 BID EVALUATION METHOD:

# **Bid Evaluation Procedure:**

Bids would be evaluated for entire Schedule. Bidders should offer prices for all the items of Schedule and for the full quantity of an item of Schedule failing which such bid will not be considered. Technical bid documentation should be in the prescribed format. In case the

schedule or procedure of tender processing is revised, the same shall be communicated through online portal <a href="https://apeprocurement.gov.in">https://apeprocurement.gov.in</a>

# **EMD Validity:**

The EMD will be scrutinized first for the amount paid by the bidder and realization of such amount from online. The bids submitted with required EMD amount and validity only be considered for the evaluation. The bids submitted with insufficient EMD amount/validity will be treated as disqualified bids and those bids will not be considered for further evaluation.

# **Technical bid documentation:**

Technical bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the product /services offered, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project. In the second step, AP C&DMA may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

### **Award Criterion:**

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

### 2.18 EVALUATION OF BIDS:

This is a two-step selection process in which the Bidder has to submit their technical and financial bids online. The process is as given below.

- a) First of all, it will be determined whether each tender is accompanied with the valid Bid Security and processing fee i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further.
- b) AP C&DMA will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity, the tender shall be disqualified and rejected. The decision of AP C&DMA as to which tenders are not substantially responsive shall be final. Technical evaluation will be done as per section no. 2.15 of the tender document.
- c) The Authority, would select the successful bidders who have qualified in the

Technical Evaluation.

- d) The evaluation by the Authority will be undertaken by Chief Engineer/ representatives formed by the Authority and its decision shall be final.
- e) In the second step based on the outcome of Technical evaluation, financial bids shall be opened for the technically qualified proposals only by the system. The final selection will be done based L-1 price and Price Bid Form.

### **Clarification of bids:**

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

If the Bidder does not provide clarifications sought for under, within the specified time, its Bid shall be liable to be rejected. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

# **Evaluation of technical bids:**

Technical bid documentation shall be evaluated in two sub-steps.

- a. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the offer made, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
- b. In the second step, AP C&DMA may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

# **Manufacturer Authorization Form (MAF)**

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

1. Guarantee and warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honored by that manufacturer, their channel partners, distributors, authorized service centers as the case may be.

- 2. The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. on a regular basis.
- 3. The manufacturer provides back-to-back technical support to the said bidder on a continuing basis.
- 4. The said bidder is authorized to provide service and solutions using hardware, firmware and / or software as the case may be.

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

# **In lab proof of concept:**

The in lab proof of concept on demand may be organized either in AP C&DMA Project Location or in the vendor's lab by mutual discussion.

### Field demonstration:

AP C&DMA may identify a part or segment of the proposed project site. The concerned bidder, on demand, should be able to demonstrate functional requirements as described in the specifications.

### **Evaluation and comparison of financial bids:**

- 1. Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of user.
- 2. Evaluation of financial bid will take into account, in addition to the basic bid price, one or more of the following factors
  - a) The projected costs for the entire contract period/schedule.
  - b) Taxes may vary from time to time based on the government decisions and such changes made by government in tax slabs may be accepted as a variation and will be borne by the authority. Of Course, the authority reserves its right to pay the taxes only after submission of tax payment receipts submitted by the successful bidder (as per government norms) to the concerned department.
  - c) The authority reserves its right to select the L1 bidder based on "Without Taxes" in any situation/time, keeping in view of change in taxation slabs from government side and variation of tax slabs and prices submitted by bidders.
  - d) Financial Bids would be evaluated for entire Schedule. Bidders should offer prices for all the items of Schedule and for the full quantity of an item of Schedule failing which such bid will not be considered.
  - e) Any other specific criteria indicated in the tender call and/or in the specifications.

# Performance and productivity of the equipment:

Bidders shall state guaranteed performance or efficiency in response to the specifications.

### **Contacting AP C&DMA:**

Bidder shall not approach AP C&DMA officers outside of office hours and / or outside AP C&DMA office premises, from the time of the tender call notice to the time the contract is awarded.

Any effort by a bidder to influence AP C&DMA officers in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the AP C&DMA, it should do so in writing.

### AP C&DMA right to vary quantities at time of award:

AP C&DMA reserves the right at the time of award to increase or decrease the quantity, as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms and conditions.

# AP C&DMA right to accept any bid and to reject any or all bids:

AP C&DMA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

# **Notification of award:**

Prior to expiration of the period of bid validity, AP C&DMA will notify the successful bidder in writing, that its bid has been accepted.

### **Signing of contract:**

At the same time as the AP C&DMA notifies the successful bidder that its bid has been accepted, the AP C&DMA will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the AP C&DMA.

# **Performance security:**

 On receipt of notification of award from the AP C&DMA, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the AP C&DMA.

 Failure of successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the AP C&DMA may make the award to another bidder or call for new bids.

# **Corrupt, fraudulent and unethical practices:**

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution and
- "Fraudulent practice" means a misrepresentation of facts in order to influence a
  procurement process or the execution of a contract to detriment of the purchaser,
  and includes collusive practice among Bidders (prior to or after bid submission)
  designed to establish bid prices at artificial non-competitive levels and to deprive the
  Purchaser of the benefits of free and open competition:
- "Unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.
- AP C&DMA will reject a proposal for award and also may debar the bidder for future tenders in AP C&DMA, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

### 2.19 COMPLIANCE OF RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017:

Restrictions on procurement from a bidder of a country which shares a land border with India.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

# FORM P-1

# **Bidder Information**

1	Name of the organization	
2	Year of establishment	
3	Registered Office Address	
4	Phone No.	
5	Fax No.	
6	Email	
7	Contact person details with phone no.	
8	Total No. of branch offices in AP	
9	Total Support Engineers / Employees	
	At Head office ( No.)	
	<ul><li>At Head office ( No.)</li><li>At branch offices (No.)</li></ul>	
12		If Yes, Provide relevant documents
12	At branch offices (No.)	If Yes, Provide relevant documents  If Yes, Provide relevant documents
	At branch offices (No.)  Whether Manufacturer?	
13	<ul> <li>At branch offices (No.)</li> <li>Whether Manufacturer?</li> <li>Whether authorized dealer/service provider?</li> </ul>	
13	<ul> <li>At branch offices (No.)</li> <li>Whether Manufacturer?</li> <li>Whether authorized dealer/service provider?</li> <li>Details of EMD furnished</li> </ul>	
13 14 15	<ul> <li>At branch offices (No.)</li> <li>Whether Manufacturer?</li> <li>Whether authorized dealer/service provider?</li> <li>Details of EMD furnished</li> <li>Details of certificates enclosed</li> </ul>	

FORM P-2

# **List of Major Customers**

Services offered to the Major customers during the last 3 FY: 2022-23, 2023-24 and 2024-25				
S.No Customer Full Year of Services Supplied Tot		Total Amount (In Rs.)		
Α	В	С	D	E

# FORM P-3

# **Bidder Turnover Details**

Sales turnover details as per technical-qualification criteria section of this document (taking in to consideration all the amendments issued to this document if any) are to be provided in the following format along with supporting documents in last 3 financial years 2022-23 to 2024-25:

S.No	Financial Year	Turnover of the bidder in Rs.	Profit after Tax	Net worth in Rs.
1	2022-23			
2	2023-24			
3	2024-25			

# FORM P-4

# Details of registered office(s) within Andhra Pradesh

S.No	Full Address of service center	Contact person with phone No.	No. of support engineers
Α	В	С	D

# FORM P5 - DECLARATION REGARDING CLEAN TRACK RECORD

To, The Commissioner and Director, Andhra Pradesh Commissioner and Director of Municipal Administration (AP C&DMA), Vaddeswaram Village, Mangalagiri, Andhra Pradesh – 522502
Sir,
I have carefully gone through the Terms & Conditions contained in the RFP Document [No]. I hereby declare that my company / Consortium Partners has not been debarred / black listed as on Bid calling date by any State Government, Centra Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies / Organizations, World Bank and any other major Enterprise / Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. I further certify that I am competent officer in my company to make this declaration.
Yours faithfully,
(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

# FORM P6 – UNDERTAKING IN COMPLIANCE WITH GFR RULE 144(XI)

To,				
The C	Commissioner a	nd Director,		
Andh	ra Pradesh Con	nmissioner and Directo	or of Municipal Administratio	on,
Vadd	eswaram Villag	e, Mangalagiri, Andhra	a Pradesh – 522502	
Dear	Sir,			
Sub:	Tender invited	for		– Regarding.
Ref:	Tender Refer	rence	, Dt	
23-07 issue	7-2020 and sub d by Industries ctions on proc	osequent clarifications, & Commerce Departr	stry of Finance vides F. No. / amendments & G.O. Ms. ment of Government of And er of a Country which shar	No. 9, Dt. 25-02-2021 hra Pradesh regarding
regist requi	tered with the rements in this	e Competent Authori	such country or, if from suc ty. I hereby certify that be be considered. [wherever a ity shall be attached].	this bidder fulfills all
For <	Bidder> (* the	definition of bidder as	per above mentioned in Clau	use No.2.17)
Auth	orized signatory	y:		
Name	e of the authori	ized person:		
Desig	nation:			
Name	e of Bidder:	Stamp of Bidder:		
NOTE	:: The letter sho	ould be submitted on t	he Letter head of the Bidder	and should be signed

by the Authorized signatory.

# FORM T-1

Technical compliance statement as per technical specifications mentioned in the following table (taking in to consideration all the amendments issued to this document, if any) is to be submitted in the following format:

S. No	Item Short Name	Specifications/ Make & model of the item REQUIRED	Please mention the specific Make & Model of the item TO BE SUPPLIED as part of this tender	Compliance (Complied/Hi gher/Lower)	Reference for proof of compliance (Required docs to be uploaded along with technical bid)

# FORM T-2

### **Check List**

# Compliance / Agreed / Enclosed / Deviation Statement

The following are the particulars of compliance / deviations from the requirements of the tender specifications.

S No	Bid document reference	Remarks
1	Form P-1	
2	Form P-2	
3	Form P-3	
4	Form P-4	
5	Form P-5	
6	Form T-1	
7	Form T-2	
8	Price Bid Form (unpriced)	
9	Technical-qualification criterion	
10	Technical specifications	
11	Financial bid format	
12	General instruction to bidders	
13	Standard procedure for bid evaluation	
14	General condition of proposed contract (GCC)	
15	Special Condition of proposed Contract (SCC)	

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place:	Bidder's signature and seal
Date:	

**NOTE:** For every item appropriate remarks should be indicated like 'no deviation', 'agreed', 'enclosed' etc. as the case may be.

# **BILL OF QUANTITIES**

# SCHEDULE – A

Part-I S. No.	Product Description	Quantity
- 1	Upgrade of Existing Licenses	
1	Upgrade of ArcGIS Desktop Advanced to Indo ArcGIS Enterprise GIS Professional Plus User Type	4 No's
Ш	New Licenses	
1	Indo ArcGIS Enterprise Advanced (4 Core) – 11.x	2 No's
2	Indo ArcGIS Image Server (4 Core) – 11.x	1 No's
3	Indo ArcGIS Server Extension (4 Core) – Workflow Manager – 11.x	1 No's
4	Indo ArcGIS Runtime Advanced - 5 User Pack	1 No's

Asst. Director (IT) AP C&DMA, Vaddeswaram

# PRICE BID FORM

Name of work: AP C&DIMA – IS – "Upgradation of existing ArcGIS Licenses and Purchase of New ArcGIS Licenses with 3 years of AMC/support for O/o AP C&DMA, Vaddeswaram".
I/We do hereby express my willingness to execute the aforesaid work as per
the conditions, standards, specifications, rules, regulations, etc., stipulated in the tender
documents.
a) at an overall tender amount of Rs (in figures)
items.
Note: L1 bidder shall submit the Bill of Quantities with price listing of each and every item

in accordance to the price bid submitted before concluding agreement with AP C&DMA.

# **PERFORMANCE SECURITY FORM**

To:(Name of Purchaser)
WHEREAS (Name of Supplier)
(hereinafter called "the Supplier") has undertaken, in pursuance of Contract No
<b>AND WHEREAS</b> it has been stipulated by you in the said Contract that the Supplier will furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE, WE hereby affirm that we are Guarantors and responsible for you, on behalf of the Supplier, up to a total of
Signature and Seal of Guarantors
Date2024.
Address:

**NOTE:** This will be executed on a Rs.100/- non-judicial stamp paper by State Bank of India or its associated Banks/ Nationalized Banks acceptable to the Purchaser.

### **3 CONTRACT**

#### 3.1 GENERAL CONDITIONS OF CONTRACT:

The Parties agree and confirm that the terms, conditions, rights and obligations hereto shall be applicable and binding on the Parties during the operation of this Agreement, unless expressly agreed to other wise in writing by the Parties in terms of the applicable provisions contained elsewhere in this Agreement, in particular:

The successful bidder shall carry out the upgradation of existing Arc GIS Licenses with 3 years AMC/ Support and purchase of New Arc GIS Licenses with 3 years AMC/ Support of AP C&DMA in accordance with the provisions of the Agreement; and

AP C&DMA shall make payments to the successful bidder in accordance with the provisions of the Agreement.

### **Definitions:**

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

- "Contract" means the agreement entered into between the AP C&DMA and the successful bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- "Contract Price" means the price payable to the successful bidder under the contract for the full and proper performance of its contractual obligations;
- "Incidental Services" means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the successful bidder covered under the contract;
- "GCC" means the general conditions of contract;
- "SCC" means the special conditions of contract (if any);
- "AP C&DMA" means the Andhra Pradesh Commissioner and Director of Municipal Administration;
- "Purchaser/User/Client/Department/Authority" means ultimate recipient of goods and services;
- "Vendor/Bidder/Successful Bidder/Agency/Service Provider" means the individual or firm supplying the goods and services under this contract;

- "Project Site"/"Site", wherever applicable, means the place(s) where goods/services are to be made available to user;
- "Day" means calendar day;
- "Up Time" means the time period when specified services with specified technical and service standards are available to user(s);
- "Down Time" means the time period when specified services with specified technical and service standards are not available to user(s);
- "ECV" means Estimated Contract Value;
- "AMC" means Annual Maintenance Contract;
- "PV" means Project Value;
- "SLA" means Service Level Agreement;
- "DLP" means Defect Liability Period;
- "LD" means Liquidated Damages;
- "PBG" means Performance Bank Guarantee;
- "PS" / "FSD" means Performance Security / Fixed Security Deposit;
- "EMD" means Earnest Money Deposit;
- "Officer-in-Charge" means the concerned officer who is authorized / nominated on behalf of AP C&DMA to execute / maintain this project in due course of this contract;
- "Agreement/Project Agreement" means this Agreement, together with its Appendices;
- "Applicable Law" means any Indian statute, law, ordinance, regulation, rule, order, by law, notification, directive including directive by the Government of India which is in force in India as applicable to any Party, as is in force from time to time;
- "Parties" means the AP C&DMA on one part and The successful bidder on the other part for the purposes of this Agreement;
- "Service Level Agreement (SLA)" means the Operation and Maintenance SLA, executed by and between Parties;
- "SP" means Service Provider;

All Appendices and other attachments to this Agreement are hereby incorporated as a part of this Agreement by this reference.

References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.

Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.

Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this Agreement as a whole and not to any particular Article, Appendix or other subdivision. The terms Article and Appendix refer to Articles and Appendices of this Project Agreement. The words "include" and "including" shall not be construed as terms of limitation. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.

The headings and use of bold type in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

In interpreting the Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works/Goods/Services have their normal meaning under the language of the contract unless specifically defined. The Officer-in-Charge will provide instructions clarifying queries about the conditions of Contract.

### **Application:**

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

### **Intellectual Property Rights (IPR):**

The software/deliverables and documentation which are developed pursuant to this Agreement by the successful bidder shall remain the property of AP C&DMA.

The successful bidder shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained in the performance of this Agreement.

The ownership of tools, processes, utilities, and methodology deployed by the successful bidder to perform services under this agreement, including any The successful bidder's proprietary products or components thereof (The successful bidder's Pre-Existing Intellectual Property) with all modifications, enhancements or customization if any made thereto while providing services hereunder shall remain the absolute property of The successful bidder or its Licensors.

The Intellectual Property Rights (IPR) in the third-party software used in providing services including those forming part of or incorporated into the deliverables referred to above shall remain with the respective third party owners/licensor and AP C&DMA shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.

### **Limitation of Liability:**

The successful bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or provide a deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by AP C&DMA or its employees or agents or third-party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that The successful bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of AP C&DMA, then The successful bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed, the additional period shall be equal to the amount of time for which the vendor is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of AP C&DMA. Such failures or delays shall be brought to the notice of AP C&DMA and subject to mutual agreement with AP C&DMA, the successful bidder shall take such actions as may be necessary to correct or remedy the failures or delays. The successful bidder shall be entitled to invoice the AP C&DMA for additional costs incurred in connection with correction or remedy as above.

Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit, data or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

Any continuous degradation observed on the performance of the successful bidder w.r.to application/infrastructure/attendance etc. may attract penal charges as per the discretion of AP C&DMA and any such penal charges shall not exceed 30% of the total respective quarter invoice value.

# **Indemnification:**

Each of the party will indemnify the other Party for its part of failure in its responsibilities specified in this agreement from the claims and litigation raised by the third party beneficiaries in the implementation of this scheme.

A party (which is accused of commission of a fault) shall have no liability under this clause if the claim is based on:

- Use of altered release of some or all of the deliverables or any modification thereof
  by other party including, but not limited to, other party's failure to use corrections,
  fixes, or enhancements made available by the accused-party;
- The combination, operation, or use of some or all of the deliverables or any modification thereof furnished under this Agreement with information, software, specifications, instructions, data, or materials not furnished by the accused-party;
- Some or all of the deliverables or the modification thereof, which is based on other party's Materials or instructions;
- Any change, not made by the accused -party to some or all of the deliverables or any modification thereof; or
- Other party's misuse of some or all of the deliverables or any modification thereof.

A party shall not be entitled to seek any indemnification from the other party unless such party provides the other party with

- Prompt written notice of any claim, demand or action for which such party is seeking
  or may seek indemnification hereunder and gives the indemnifying party the right to
  have sole control over the defense and settlement negotiations;
- Does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim;
- Reasonably cooperate with the indemnifying party in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and
- Allow the other party, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing. The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the indemnified party.

### **Standards:**

The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution.

# Confidentiality:

Neither party shall improperly use or disclose any Confidential Information of the other party or of a customer. "Confidential Information" means any information, technical data or knowhow, including, without limitation, that which relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets or finances of the disclosing party.

# The receiving party shall:

- treat all Confidential Information disclosed to it as strictly private and confidential and take all necessary measures to keep and procure that its officers, agents and employees keep the Confidential Information confidential and to copy Confidential Information only to extent necessary for the proper fulfillment of this Agreement; and
- use the same standard of care and discretion to avoid disclosure, publication or dissemination of any and all Confidential Information as it employs with respect to such information of its own where unauthorized disclosure, publication or dissemination might cause it substantial harm; and
- use the Confidential Information only for the purpose of this Agreement; and
- disclose Confidential Information only to those of its officers, agents or employees to
  whom it is strictly necessary for the achievement of this Agreement and only to the
  extent necessary for the proper fulfillment of this Agreement, ensuring that such
  persons are made and kept fully aware of its confidential nature and strictly observe
  the terms of this Agreement; and not disclose Confidential Information to third
  parties without the prior written consent of the disclosing party and subject to any
  terms and conditions the disclosing party may impose on such disclosure, and
- immediately notify the disclosing party of any unauthorized use, copying or disclosure
  of the disclosing party's Confidential Information of which the receiving party
  becomes aware and provide all reasonable assistance to the disclosing party to
  terminate such unauthorized use and/or disclosure.

The confidentiality provisions of this Section shall not apply to any information which

- the recipient can demonstrate was in its possession before receipt,
- is or subsequently becomes publicly available without the recipient's breach of any obligation owed the disclosing party,

- is disclosed to the recipient without restriction on disclosure by a third party who had the right to disclose such information or the recipient can demonstrate was independently developed without reliance on any Confidential Information.
- Within ten days of the request of the disclosing party, and in its sole discretion, the
  recipient shall either return to the disclosing party originals and copies of any
  Confidential Information of the disclosing party, and all information, records and
  materials developed from them by the recipient, or destroy the same.
- Money damages will not be an adequate remedy if this section is breached and therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or similar equitable relief against such breach.
- The confidentiality obligations of each party shall survive for the term of this Agreement and for a period of five years thereafter.

### **Use of documents and information:**

- 1. The vendor shall not, without prior written consent from AP C&DMA, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the AP C&DMA in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 2. The Vendor shall not, without prior written consent of AP C&DMA, make use of any document or information made available for the project, except for purposes of performing the Contract.
- 3. All project related document (including this bid document) issued by AP C&DMA, other than the contract itself, shall remain the property of the AP C&DMA and shall be returned (in all copies) to the AP C&DMA on completion of the Vendor's performance under the contract if so required by the AP C&DMA.

### **User license and patent rights:**

1. The Vendor shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the vendor shall act expeditiously to extinguish such claim. If the vendor fails to comply and the AP C&DMA is required to pay compensation to a third party resulting from such software piracy, the vendor shall be responsible for compensation including all expenses, court costs and lawyer fees. The AP C&DMA will

give notice to the vendor of such claim, if it is made, without delay.

2. The Vendor shall indemnify the purchases against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software package or any part thereof.

# **Performance Security (FSD):**

- On receipt of notification of award, the Vendor shall furnish performance security to AP C&DMA in accordance with bid document requirement.
- The proceed of the performance security shall be payable to the AP C&DMA as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to AP C&DMA and shall be in one of the following forms:
  - A bank guarantee, issued by a reputed bank located in India with at least one branch office in AP C&DMA region, in the form provided in the bidding document or another form acceptable to the AP C&DMA.
- The performance security will be discharged by the AP C&DMA and returned to the Vendor not later than sixty (60) days following the date of completion of all formalities under the contract and if activities, post warranty/contract, by the Vendor is envisaged, following receipt of a performance guarantee for annual maintenance as per bid document.
- In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the Contract.

### Officer-in-charge's Decisions:

Except where otherwise specifically stated, the Officer-in-charge will decide the contractual matters between the Department and the Vendor in the role representing the Department.

### **Delegation:**

The Officer-in-charge may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

# Manuals and drawings:

- 1. Before the goods and services are taken over by the user, the Vendor shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).
- 2. The Vendor shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler, system software and the other software.
- 3. The manuals and drawings wherever applicable shall be in English or Telugu.
- 4. At least one set of the manuals should be supplied for each installation sites.
- 5. Unless and otherwise agreed, the goods and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

# **Inspection and acceptance tests:**

- 1. Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
  - a. Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document. Following broad test procedure will generally be followed for inspection and testing of hard ware and firm wares. The vendor will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The AP C&DMA will test the equipment after completion of the installation and commissioning at the site of the installation. (If site preparation is not included in the tender call or specification, the vendor should furnish all details of the site requirement to the AP C&DMA sufficiently in advance so as to get the works completed before receipt of the equipment.)
  - b. The Inspections and tests, at the discretion of AP C&DMA, may be conducted on the premises of the Vendor or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the Vendor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the AP C&DMA.
  - c. Should any inspected or tested goods fail to conform to the specifications the AP C&DMA may reject the goods, and the vendor shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the AP C&DMA/user.

- d. AP C&DMA' right to inspect, test and, where necessary reject the goods after the goods' arrival at user's site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the AP C&DMA or its representative prior to the goods shipment from the country of origin.
- e. Nothing in this clause shall in any way release the vendor from any warranty or other obligations under this contract.
- f. The acceptance test will be conducted by the AP C&DMA, their consultant or any other person nominated by the AP C&DMA, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of hardware, firmware or excessive heating of hardware enclosures, motors attached to printers, drivers etc. or bugs in the software shall be grounds for failure of acceptance test. All the software should be complete and no missing modules / sections will be allowed. The vendor shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the AP C&DMA, the successful completion of the test specified. An average uptake efficiency of 97% for the duration of test period (30 days) shall be considered as satisfactory.
- g. In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the AP C&DMA reserves the rights to get the Equipment replaced by the vendor at no extra cost to the AP C&DMA.

### **Acceptance certificates:**

On successful completion of acceptability test, receipt of deliverables etc, and after AP C&DMA is satisfied with the working of the system, the acceptance certificate signed by the vendor and the representative of the AP C&DMA will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

### Packing:

1. The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure

to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the AP C&DMA.

### **Delivery and documents:**

Delivery of the goods/services shall be made by the vendor in accordance with the terms specified in the Schedule of requirements. The details of shipping and / or other documents to be furnished and submitted by the vendor are specified below.

### For Goods supplied from abroad:

- 1. Within 24 hours of shipment, the Vendor shall notify the AP C&DMA and the Insurance Company by cable or telex or fax full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Vendor shall mail the following documents to the AP C&DMA, with a copy to the Insurance Company.
- 2. Four copies of supplier's invoice showing goods description, quantity, unit price and total amount;
- 3. 4 copies of packing list identifying contents of each package;
- 4. Insurance certificate; Manufacturer's/Supplier's warranty certificate;
- 5. Inspection certificate, issued by the nominated inspection agency and the
- 6. Supplier's factory inspection report; and Certificate of origin.

The above documents shall be received by the AP C&DMA at least one week before arrival of Goods at the port or place of arrival and, if not received, the Vendor will be responsible for any consequent expenses.

# For Goods from within India:

Upon delivery of the goods to the user, the vendor shall notify the AP C&DMA and mail the following documents to the AP C&DMA:

- 1. Four copies of the Vendor invoice showing goods description, quantity, unit price total amount;
- 2. Delivery note, or acknowledgement of receipt of goods from the user;
- 3. Manufacturer or Supplier warranty certificate;
- 4. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report.
- 5. Certificate of Origin;
- 6. Insurance policy;
- 7. Excise gate pass Octroi receipts wherever applicable duly sealed indicating payments made; and
- 8. Any of the documents evidencing payment of statutory taxes.

The above documents shall be received by the AP C&DMA before arrival of the Goods (except deliver note and where it is handed over to the user with all documents) and if not received, the vendor will be responsible for any consequent expenses.

### Insurance:

- 1. It is suggested that the goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.
- 2. The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks" valid up to 3 months till completion of delivery, installation and commissioning.

# **Transportation & Logistics:**

Transportation of the goods / manpower / material etc. to the project site(s) shall be arranged by the vendor at his own cost. Further, accommodation / logistics / food etc. for the manpower supplied shall be arranged by the vendor at his own cost.

# **Hardware Installation:**

The vendor is responsible for all unpacking, assemblies, wiring, installations, cabling between computer units and connecting to power supplies. The vendor will test all hardware

operations and accomplish all adjustments necessary for successful and continuous operation of the computer hardware at all installation sites.

### **Incidental services:**

- 1. The Vendor may be required to provide any or all the following services, including additional services:
  - a. Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract, and
  - b. Training of AP C&DMA and/or its user organization personnel, at the Vendor's site and / or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied goods and services.
  - c. Prices charged by the Vendor for the preceding incidental services, if any, should be indicated separately (if required), and same will be mutually negotiated separately.

# **Spare parts:**

- 1. The Vendor may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Vendor.
- 2. Such spare parts as the AP C&DMA may select to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract and
- 3. In the event of termination of production of the spare parts, an advance notification to the AP C&DMA of the pending termination, in sufficient time to permit the AP C&DMA to procure needed requirements and
- 4. The Vendor shall ensure availability of spares in stock at his nearest service center for immediate delivery such spare parts as: (a) are necessary for a minimum of 3 years of operation after installation at the Purchaser's sites (b) are necessary to comply with specifications.

# **Warranty:**

1. The Vendor warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all

recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

# **Vendor's Risks:**

All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract, are the responsibility of the Vendor. Further, the Vendor shall be responsible for the safety of all activities on the Site.

#### **Maintenance service:**

- Free maintenance services including spares shall be provided by the vendor during the
  period of warranty/contract. User, at its discretion may ask the vendor to provide
  maintenance services after warranty/contract period, i.e. Annual maintenance and
  repairs of the system at the rates indicated by bidder in its proposal and on being
  asked so, the vendor shall provide the same.
- 2. The maximum response time for maintenance complaint from any of the destination

(i.e. time required for supplier's maintenance engineers to report to the installations after a request call/telegram is made or letter is written) shall not exceed 48 hours.

- 3. The vendor will accomplish preventive and breakdown maintenance activities to ensure that all hardware, and firmware execute without defect or interruption for at least required up time.
- 4. In case up time is less than the stipulated up-time, penalty as indicated in the bid document shall be imposed on the vendor.
- 5. The amount of penalty if any, will be recovered at source from the performance guarantee during the warranty/contract or from annual maintenance charges payable as the case may be.

#### **Prices:**

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

# **Change orders:**

AP C&DMA may, at any time, by written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

- i. Drawing, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the AP C&DMA;
- ii. The method of shipment or packing;
- iii. The place of delivery and/or the services to be provided by the Vendor. If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance 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. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the change order.

#### **Contract Amendment:**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **Subcontracts:**

The Vendor shall notify the AP C&DMA in writing of all subcontracts awarded under this contract if not already specified in the bidder's proposal. Such notification, in the original bid or later, shall not relieve the Vendor from any liability or obligation under the contract. Subcontract shall be only for bought-out items and sub-assemblies.

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

Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the AP C&DMA in the specifications.

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

# **Liquidated damages:**

If the Vendor fails to deliver any or all of the goods or perform the services within the time period(s) specified in the Contract, the AP C&DMA shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to, as per the terms indicated in the bid document, until actual delivery or performance, subject to maximum limit. Once the maximum is reached, the AP C&DMA may consider termination of the contract.

#### **Force Majeure:**

Except for the obligation to make payments properly due for the services provided under the Agreement, neither party will be liable for delay or failure to perform obligations if that delay or failure is caused by circumstances beyond the reasonable control of the affected party provided that the affected party promptly gives the other notice of such delay or failure and circumstances and that the affected party uses all reasonable endeavors to mitigate the delay or failure.

1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance

- or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the AP C&DMA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3. If a Force Majeure situation arises, the Vendor shall promptly notify the AP C&DMA in writing of such condition and the cause thereof. Unless otherwise directed by the AP C&DMA in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **Termination and Exit Management Plan:**

Termination of this agreement is applicable at any point of time with 90 days of prior written notice from head of either parties and gracious handover of all the data / knowledge / owned resources to AP C&DMA.

# **Effect or Termination:**

- AP C&DMA shall be liable to make payments of the entire amount due under this
  Agreement up to the effective date of termination for services which have been
  rendered by the successful bidder till such date of Termination/Expiry of this
  agreement period.
- The successful bidder shall provide all such information as may reasonably be necessary to affect seamless handover to AP C&DMA on its nominated officer or replacement partner.

# **Termination for default:**

- 1. The AP C&DMA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:
  - a. if the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension thereof granted by the AP C&DMA pursuant to Clauses of GCC or
  - b. if the Vendor fails to perform any other obligation(s) under the Contract or

- c. if the Vendor, in the judgment of the AP C&DMA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 2. In the event the AP C&DMA terminated the contract in whole or in part, AP C&DMA may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the AP C&DMA for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

# **Termination for insolvency:**

AP C&DMA may at any time terminate the contract by giving 30 days written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the AP C&DMA.

# **Termination for Convenience:**

- 1. AP C&DMA, may at any time by giving 30 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the AP C&DMA/Purchaser's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
- 2. The goods that are complete and ready for shipment within thirty (30) days after the vendor's receipt of notice of termination shall be accepted by the AP C&DMA at the contract terms and prices. For the remaining goods, the AP C&DMA may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

#### **Termination for inefficiency:**

The authority may at any time terminate the contract by giving 30 days written notice to the Vendor if the Vendor becomes inefficient to deliver the services as per the expectations of authority. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the authority.

#### **Resolution of disputes:**

1. The AP C&DMA and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

- 2. If, after thirty (30) days from the commencement of such informal negotiations, the AP C&DMA and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
- 3. The dispute resolution mechanism shall be as follows:
- 4. In case of a dispute or difference arising between the AP C&DMA and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996. The venue of such arbitration shall be Vaddeswaram and the language of arbitration proceedings shall be English.

#### **Governing language:**

The contract shall be written in English or Telugu. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

# **Applicable law:**

The contract shall be interpreted in accordance with appropriate Indian laws.

# **Notices:**

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

#### Taxes and duties:

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

# **Licensing considerations:**

The software mentioned in the Schedules (if any) of Requirement will be used throughout Andhra Pradesh or user's sites even outside Andhra Pradesh.

# **Protection against damages- site conditions:**

- 1. The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site are as under:
  - a. Voltage 230 Volts
  - b. Frequency 50Hz
- 2. However, locations may suffer from low voltage conditions with voltage dropping to as low as 160 volts and high voltage conditions with voltage going as high as 220 + 20% volts. Frequency could drop to 50Hz + 2%. The ambient temperature may vary from 10 degrees centigrade to 48 degrees centigrade. The relative humidity may range in between 5% to 95%.
- **3.** The goods supplied under the contract should provide protection against damage under above conditions.

#### Fail-safe procedure:

The vendor should indicate in detail fail-safe procedure(s) for the following:

- 1. Power failure
- 2. Voltage variation
- 3. Frequency variation
- 4. Temperature and humidity variations.

# **Training:**

For each hardware and software component installed, the Vendor may be required to train the designated AP C&DMA and user personnel to enable them to effectively operate the total system. The training, if required, shall be given, as specified in section 1.3 at the AP C&DMA Office locations specified. The training schedule will be agreed to by both parties during the performance of the Contract.

# **Site Preparation and Installation:**

The Purchaser is solely responsible for the construction of the installation sites except where it is specifically required under bid document. The bidder will designate to perform a site inspection to verify the appropriateness of the sites before the installation of every hardware

related item.

#### **Possession of the Site:**

The Department/Registry shall give possession of the site to the Vendor. If possession of a part site is given, the Department will ensure that the part site so handed over is amenable to carry out the work at site by the Vendor.

#### **Access to the Site:**

The Vendor shall provide the Officer-in-charge and any person authorized by the Officer-in-charge, access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

#### **Instructions:**

The Vendor shall carry out all instructions of the Officer-in-charge and comply with all the applicable local laws where the Site is located.

### **Speed of Work:**

The Vendor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Officer-in-charge. The vendor should furnish progress report indicating the programme and progress once in a month. The Officer-in-charge may at any time in writing direct the vendor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever, and the vendor shall comply with such orders of the Officer-in-charge. The compliance of such orders shall not entitle the vendor to any claim of compensation. Such orders of the Officer-in-charge for slowing down the work will however be duly taken into account while granting extension of time if asked by the vendor for which no extra payment will be entertained.

Delays in Commencement or progress or neglect of work and forfeiture of earnest money, Security deposit and withheld amounts:

If, at any time, the Officer-in-charge shall be of the opinion that the Vendor is delaying Commencement of the work or violating any of the provisions of the Vendor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the Articles of Agreement", he shall so advise the Vendors in writing and at the same time demand compliance in accordance with conditions of Tender notice. If the Vendor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter, be lawful for the Officer-in-charge to take suitable action in accordance with rules in vogue.

# **Management Meetings:**

The Officer-in-charge may require the Vendor to attend a management meeting. The business of a management meeting shall be to review the programme for remaining work and to deal with matters raised in accordance with the early warning procedure.

# **Independent Entities:**

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties hereto, nor shall either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

# **Assignment:**

Neither party may assign, delegate or transfer this Agreement or any obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign, delegate or transfer this Agreement to any affiliate of such party for so long as such assignee, delegate, or transferee remains an affiliate of such party. The successful bidder may engage any subcontractor for the purposes of executing this Agreement. Any assignment, delegation, or transfer in violation of this provision shall be void and without legal effect.

# **No Third-Party Beneficiaries:**

Except as expressly stated herein, nothing in this Agreement shall confer any rights upon any person other than the parties hereto and their respective successors and permitted assigns.

#### **Governing Law:**

This Agreement shall be governed by and interpreted in accordance with the laws of India and courts at Guntur District, Andhra Pradesh shall have jurisdiction over the subject matter of dispute under this Agreement.

#### **Entire Agreement:**

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another

party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.

#### **Amendment:**

This Agreement may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties on mutual consent.

#### **Severability:**

Any provision of this Agreement that is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement.

#### **Waivers:**

No term or provision of this Agreement will be considered waived by either party, and no breach consented to by either party, unless such waiver or consent is in writing signed on behalf of the party against whom it is asserted. No consent to or waiver of a breach of this Agreement by either party, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach of this Agreement by such party.

#### **Agreement Controlling:**

If there is any inconsistency or conflict in the understanding between the parties, the provisions of this Agreement shall be controlling and shall govern.

### **Acts or Omissions of Other Party:**

Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Agreement by the other Party. The liability of a party shall stand proportionately reduced to the extent the event giving rise to the said liability was a result of or contributed to by any act, omission or contribution of the other party/parties or its employees or agents.

#### Non- Exclusivity:

The successful bidder shall be free at all times to provide the services same or similar to the one envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude the successful bidder from providing such Services to its other clients but without in any way affecting the services agreed to be offered by The successful bidder under this Agreement.

# **Publicity:**

The successful bidder shall be entitled to use the name (and the logo, if any, associated with the name) of AP C&DMA, in its customer lists, any sales, marketing or promotional material or presentation, to identify the AP C&DMA as one of the successful bidder's customers for the products and services hereunder, and provide for a marketing reference.

### **Arbitration:**

In case of any disputes arising out of or in connection with this Agreement the same shall be referred to the authorized representatives of the parties. If they could not agree for an amicable solution, it shall be referred to arbitration by any person or entity nominated and appointed as mutually agreed by the three parties, failing which to a panel of Three Arbitrators (Each Party to nominate one and the umpire to be appointed by such nominated arbitrators), in accordance with the Arbitration and Conciliation Act, 1996.

The venue of arbitration shall be Vaddeswaram. The language of the arbitration proceedings shall be English. The award of the arbitration shall be final, conclusive and binding upon the Parties. Pending the submission of a difference to the arbitration and thereafter until the final decision of the arbitration, the parties shall continue to perform all of their obligations under this agreement.

# **Execution and Delivery:**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be a condition to the effectiveness of this Agreement that each party shall have executed a counterpart.

#### **Non-Solicitation:**

Both Parties agree that AP C&DMA and/or its agencies/vendors/contractors shall not directly or indirectly employ, sub-contract, solicit for employment, or recommend for employment any employee/staff/contractor/agent of the successful bidder, during this agreement period and for a period of one (1) year thereafter, without the written/email consent of The successful bidder. Both Parties agree that these non-solicitation obligations shall be extended to the incoming vendor (Replacement Agency) if any and AP C&DMA shall enforce the same where required.

### **Authority:**

Each signatory of this Agreement represents and warrants that he/she is duly authorized by the Party and for on whose behalf he/she is signing this Agreement to execute the same in a

manner binding upon said Party and that all necessary approvals and procedures necessary for vesting such authority in him/her have been duly complied with.

#### **Benefit of doubt:**

The decision of AP C&DMA shall be final in the event of any ambiguity/conflict arising out of any clause/condition/document w.r.to this contract and even if such case is referred to the legal platform such as arbitration/court etc., the benefit of doubt shall be prevailing with AP C&DMA only.

#### **Fairness & Good Faith:**

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

### **Term & Duration:**

The successful bidder to Upgradation of existing ArcGIS Licenses and Purchase of New ArcGIS Licenses with 3 years of AMC/support for O/o AP C&DMA, Vaddeswaram, within the prescribed SLA, as per the specifications mentioned in the section 1.3 of this tender document and to the 100% satisfaction of officer in charge, AP C&DMA. This contract shall remain effective for the above period unless terminated earlier in accordance with Termination clause.

This contract represents the entire agreement between Parties. While the Parties may discuss or exchange letters, emails regarding any amendments to this Agreement, any such modification of this Agreement shall be valid only if agreed mutually and duly signed by authorized signatories of both Parties.

Not with-standing point (i) of this section, in the event of expiry of this Agreement, (a) without being terminated and (b) without a written extension being executed by both Parties, AP C&DMA and the successful bidder duly acknowledge and agree that:

 Provision of technical services by the successful bidder for AP C&DMA in the state of Andhra Pradesh (i.e. scope of services under this Agreement) and acceptance of such services by AP C&DMA beyond the expiry of this Agreement in itself means the then valid terms and conditions of this Agreement shall be applicable and govern such services till such time the services are provided by The successful bidder and accepted by AP C&DMA beyond the expiry of this Agreement, subject to approval of Commissioner, AP C&DMA.  It shall be deemed that this Agreement (along with any amendments agreed in writing by all parties) has been extended in writing by all Parties till such time the services are provided by the successful bidder and accepted by AP C&DMA beyond the expiry of this Agreement subject to approval of Commissioner, AP C&DMA.

# **Communication:**

Any communication to be exchanged under this Agreement will have to be addressed to the Signatories of the Agreement or to such authorities who are designated to receive such communications. Authorities designated for this purpose are:

# **Successful Bidder:**

\_\_\_\_\_

# AP C&DMA:

Commissioner, AP C&DMA, Vaddeswaram Village, Mangalagiri, Andhra Pradesh – 522502 Vaddeswaram-520002

# 3.2 SPECIAL CONDITIONS OF CONTRACT (SCC):

-NIL-

#### 3.3 BID LETTER FORM:

#### **Bid Letter Form**

From:	То:
(Registered name and address	The Commissioner and Director,
of the bidder)	Andhra Pradesh Commissioner and Director of Municipal
	Administration,
	Vaddeswaram Village, Mangalagiri, Andhra Pradesh –
	522502.

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the all the works in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated .......

<u>Project Title:</u> AP C&DMA – IS – "Upgradation of existing ArcGIS Licenses and Purchase of New ArcGIS Licenses with 3 years of AMC/support for O/o AP C&DMA, Vaddeswaram".

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents in accordance with the schedule of prices attached herewith and coverage options made by AP C&DMA or its user organization.

If our bid is accepted, we undertake to;

- 1. Execute the work according to the time schedule specified in the bid document,
- 2. obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
- 3. agree to abide by the bid conditions, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:	Bidder's signature and seal
Date:	

#### 3.4 PAYMENT TERMS:

- The vendor's request(s) for payment shall be made to the AP C&DMA in writing, accompanied by an invoice (in duplicate) describing, as appropriate, the goods / service delivered / performed.
- 100% payment shall be done post completion of respective work after producing satisfactory and successful supply & installation certificate from the respective officer-in-charge, but in no case later than Sixty (60) days of producing such invoice & acknowledgement.
- The currency of payment will be Indian rupees.
- Payment will be made through Cheque/NEFT/RTGS.
- All the payments are subject to standard deduction as mandated by government rules.
- AP C&DMA will provide a TDS certificate to the successful bidder reflecting such taxes deducted and remitted to corresponding authority.
- All the payments shall be done through Cheque/RTGS/NEFT and currency shall be in Indian Rupees.

### 3.5 CONTRACT CLOSURE:

The contract with the successful bidder will be closed after completion of all the terms and formalities like 100% supply and installation, warranty / maintenance / contract period, payment, PBG return etc.

Approved by Commissioner and Director of Municipal Administration