Government of Andhra Pradesh
Andhra Pradesh Municipal Development Project (APMDP)

NATIONAL COMPETITIVE BIDDING FOR

The Procurement of GIS Software (Desktop Version), CAD Software MAP 3D and Procurement of Geospatial Software Server with 3years subscription with customization and development of web based spatial decision support system (SDS) for the GIS Cell in the office of APMDP

BID REFERENCE : 1439/1/PS/APMDP/2016

PERIOD OF AVAILABILITY OF BID DOCUMENT ON WEBSITE http://eprocure.gov.in : FROM 18-10-2016 TO 31-10-2016

LAST DATE AND TIME FOR ONLINE RECEIPT OF BIDS : DATE 31-10-2016 TIME 14:00 Hrs

TIME AND DATE OF OPENING BIDS (The bids will be open online by the authorized officers at appointed time) : DATE 31-10-2016 TIME 15:00 Hrs

OFFICER INVITING BIDS & ADDRESS FOR COMMUNICATION : The Project Director MSU-APMDP 5th Floor, O/o C&DMA 640, A.C. Guards, Hyderabad – 500004.

Note: Tender document can also download from www.cdma.ap.gov.in
(IFB)

INVITATION FOR BID
NATIONAL COMPETITIVE BIDDING FOR

The Procurement of GIS Software (Desktop Version), CAD Software MAP 3D and
Procurement of Geospatial Software Server with 3 years subscription with customization and
development of web based spatial decision support system (SDS)
for the GIS Cell in the office of APMDP

e-PROCUREMENT NOTICE / INVITATIONS FOR BIDS (IFB)

Date: 14-10-2016
Loan No. 7816-IN
IFB No.: 1439/1/PS/APMDP/2016

1. The Government of Andhra Pradesh through Government of India has received a loan (Loan
No.7816-IN) from the International Bank for Reconstruction & Development towards the cost of
Andhra Pradesh Municipal Development Project (APMDP) and intends to apply a part of the funds to
cover eligible payments under the contracts for which this invitation for bids is issued. Bidding is
open to all bidders from eligible source countries as defined in the IBRD Guidelines for Procurement.

2. The Project Director, APMDP, invites bids in electronic tendering system for the procurement of
goods detailed in the document.
The bid document is available online and bids are to be submitted online through the e-tendering
portal http://eprocure.gov.in only. Bids submitted manually will not be accepted. The bidders would
be required to register in the web-site which is free of cost. For submission of the bids, the bidders
are required to have Digital Signature Certificate (DSC) from one of the authorized Certifying
Authorities in India.

4. The Tender document is available from 18.10.2016 at 11.00AM onwards. The deadline of submission
of bids online is 31.10.2016 at 14.00Hrs. The bids will be opened on 31.10.2016 at 15.00Hrs
onwards. The online date and time for receipt of bid through the e-tendering portal http://eprocure.gov.in
if the office happens to be closed on the date of opening of the bids as specified, the bids will be
opened on the next working day at the same time and venue.

5. Bidders are eligible to quote for both Item 1 & Item 2 or any one of it separately. Bidders should
meet the required qualification criteria for the same.

6. Other details can be seen in the bidding documents. The Purchaser shall not be held liable for any
delays due to system failure beyond its control. Even though the system will attempt to notify the
bidders of any bid updates, The Employer shall not be liable for any information not received by the
bidder. It is the bidders' responsibility to verify the website for the latest information related to the
tender.

7. The tender document is also available in www.cdma.ap.gov.in and www.mdp.ap.gov.in

8. The address for communication is as under:
Name & Designation of Officer: The project Director
MSU-APMDP
5th Floor, O/o C&DMA
640, A.C. Guards,
Hyderabad – 500004.

For Project Director
APMDP
## TABLE OF CLAUSES

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A. Introduction</td>
<td>7</td>
<td></td>
<td>D. Submission of Bids</td>
<td>12</td>
</tr>
<tr>
<td>1.</td>
<td>Source of Funds</td>
<td></td>
<td>18.</td>
<td>Sealing and Marking of Bids</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Eligible Bidders</td>
<td></td>
<td>19.</td>
<td>Deadline for Submission of Bids</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Eligible Goods and Services</td>
<td></td>
<td>20.</td>
<td>Late Bids</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. Bidding Documents</td>
<td>8</td>
<td></td>
<td>E. Opening and Evaluation of Bids</td>
<td>13</td>
</tr>
<tr>
<td>5.</td>
<td>Contents of Bidding Documents</td>
<td></td>
<td></td>
<td>22. Opening of Bids by the Purchaser</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Clarification of Bidding Documents</td>
<td></td>
<td>23. Clarification of Bids</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Amendment of Bidding Documents</td>
<td></td>
<td>24. Preliminary Examination</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C. Preparation of Bids</td>
<td>8</td>
<td></td>
<td>25. Conversion to Single Currency</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Language of Bid</td>
<td></td>
<td>26. Evaluation and Comparison of Bids</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Documents Comprising the Bid</td>
<td></td>
<td>27. Domestic Preference</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Bid Form</td>
<td></td>
<td>28. Contacting the Purchaser</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Bid Prices</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Bid Currencies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Documents Establishing Bidder's Eligibility and Qualifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Documents Establishing Goods Eligibility and Conformity to Bid Documents</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Bid Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Period of Validity of Bids</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Format and Signing of Bid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Post qualification</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Award Criteria</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Purchaser's Right to Vary Quantities at Time of Award</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Purchaser's Right to Accept Any Bid and to Reject Any or All Bids</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Notification of Award</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Signing of Contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>Performance Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Corrupt and Fraudulent Practices</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A. Introduction

1. Source of Funds

1.1 The Government of India has received a Loan from the International Bank for Reconstruction and Development (hereinafter called the Bank) in various currencies equivalent to US Dollars 300 million towards the cost of the Andhra Pradesh Municipal Development Project (APMDP) and intends to apply part of the proceeds of this Loan to eligible payments under the Contract(s) for which this Invitation for Bid is issued.

1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Credit/Loan Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Credit/Loan Agreement prohibits a withdrawal from the Credit/Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Credit/Loan Agreement or have any claim to the Credit/Loan proceeds.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in Guidelines: Procurement under IBRD Loans and IDA Credits, dated January 1995, revised January & August 1996, September 1997 and January 1999, hereinafter referred as the IBRD Guidelines for Procurement, except as provided hereinafter.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.

2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.

3. Eligible Goods and Services

3.1 All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source countries, defined in the IBRD Guidelines for Procurement and all expenditures made under the Contract will be limited to such goods and services.

3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Project director APMDP, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
5. **Content of Bidding Documents**

5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

(a) Instruction to Bidders (ITB);
(b) General Conditions of Contract (GCC);
(c) Special Conditions of Contract (SCC);
(d) Schedule of Requirements;
(e) Technical Specifications;
(f) Bid Form and Price Schedules;
(g) Bid Security Form;
(h) Contract Form;
(i) Performance Security Form;
(j) Performance Statement Form;
(k) Manufacturer’s Authorization Form;
(l) Bank Guarantee for Advance Payment Form (Deleted)
(m) Eligibility for provision of goods, works and services in Bank financed procurement; and
(n) Equipment and Quality Control Form.

5.2 The bid document is available online [http://eprocure.gov.in](http://eprocure.gov.in). The bid document can be downloaded free of cost.

5.3 The 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 submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.

6. **Clarification of Bidding Documents**

6.1 The electronic bidding system provides for online clarification. A prospective bidder requiring any clarification may notify online the authority inviting the bid. The authority inviting bid will respond to any request(s) for clarification received earlier than 10 days prior to the deadline for submission of bids. Description of clarification sought and the response of the authority inviting the bid will be uploaded for information of the public or other bidders without identifying the source of request for clarification.

7. **Amendment of Bidding Documents**

7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment by issuing online corrigendum. The corrigendum will appear on the web page of the website [http://eprocure.gov.in](http://eprocure.gov.in) under “Latest Corrigendum” and email notification is also automatically sent to those bidders who have moved this tender to their “My Tenders” area.

7.2 Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their “My Tenders” area. In case of any addendum/corrigendum, the system will automatically send-mails to all bidders who have downloaded the bidding document.

7.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser shall extend as necessary the deadline for submission of bids, in accordance with Sub-clause 19.2 below.

8. **Language of Bid**

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. Documents Constituting the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12;

(b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) bid security furnished in accordance with ITB Clause 15.

9.2 The documents and details mentioned in clause 9.1 above shall be submitted online on website http://eprocure.gov.in. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below:

a. The following details shall be entered on line in the prescribed formats:
   i. Bid Form, as per format given in Section VII
   ii. The entry of rates for individual items of goods shall be made by the bidder online.

b. Scanned copies of the following documents shall be uploaded on the website http://eprocure.gov.in at the appropriate place.
   i. Bid security in any of the forms specified in ITB (Clause 15).
   ii. Copy of PAN card issued by Income Tax Authorities.
   iii. Copy of Sales Tax Registration (TIN) issued by the Commercial Tax Department.

c. Scanned copies of the following certificates/tables downloaded from the section XI & XII after converting the same to PDF
   i. Bidder’s information
   ii. Annual Turnover in trading similar equipments
   iii. Particulars of supply to Govt. Departments and subsidiaries
   iv. Manufacturers’ Authorization Form

Submission of original documents: The bidders are required to submit original bid security in the approved form (as per clause 15 of ITB) on or before the date of opening of bids either by registered post or by hand, failing which the bids declared no responsive.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

11. Bid Prices

11.1 Bidders shall quote for the complete requirement of goods and services specified under the ‘Schedule of Requirements’ on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.

11.2 Prices indicated on the Price Schedule shall be inclusive of the following:

(i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties, Sales Tax, Service Tax, etc already paid or payable:
   a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
   b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
(ii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to
their final destination; and

(iii) the price of other incidental services listed in Clause 8 of the Special Conditions of Contract.

11.3 The bidders shall make online entries to fill in Price Schedule. Upon numerical entry, the amount in words would
be automatically appear and upon entry of rates in all the items of goods, total bid price would automatically be
calculated by the system and would be displayed. The items for which no rate or price is entered by the Bidder
will not be paid for by the Purchaser when supplied and shall be deemed covered by the other rates and prices in
the Price Schedule

11.4 Fixed Price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not
subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as
nonresponsive and rejected, pursuant to ITB Clause 24.

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees: INR

13. Documents Establishing Bidder's Eligibility and Qualifications

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's
eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the
Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall
establish to the Purchaser's satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not
manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in
Section XII) by the goods' Manufacturer or producer to supply the goods in India.

[Note: Supplies for any particular item in each schedule of the bid should be from one manufacturer
only. Bids from agents offering supplies from different manufacturer's for the same item of the
schedule in the bid will be treated as non-responsive.]

(b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract
and meets the criteria outlined in the Qualification requirements specified in Section VI-A. To this end, all
bids submitted shall include the following information:

(i) The legal status, place of registration and principal place of business of the company or firm or
partnership, etc.;

(ii) Details of experience and past performance of the bidder on equipment offered and on those of
similar nature within the past five years and details of current contracts in hand and other
commitments (suggested proforma given in Section XI);

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and
conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the
contract.

14.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the Price
Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of
origin at the time of shipment.
14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;
(b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish a bid security in the amount as specified in Section-V - Schedule of Requirements.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be denominated in Indian Rupees and shall:

(a) at the bidder's option, be in the form of either a demand draft, or a bank guarantee from a Nationalized/Scheduled Bank in India
(b) be substantially in accordance with one of the form of bid security included in Section VIII or other form approved by the Purchaser prior to bid submission;
(c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;
(d) be submitted in its original form on or before the date and time of opening of bids either by registered post or hand; copies will not be accepted; and
(e) remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.2.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7 The bid security may be forfeited:

(a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or
(b) in case of a successful Bidder, if the Bidder fails:
   (i) to sign the Contract in accordance with ITB Clause 34; or
   (ii) to furnish performance security in accordance with ITB Clause 35.
16. **Period of Validity of Bids**

16.1 Bids shall remain valid for (120) days after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser 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 (or by cable or telex or fax). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3 hereinafter.

16.3 In the case of fixed prices contracts, in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price corrected as follows:

The price shall be increased by the factor 0.12% for each week or part of a week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder.

16.4 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

17. **Deleted**

D. **Submission of Bids**

18. **Bidding through E-Tendering System:**

18.1 The bidding under this contract is electronic bid submission through website [http://cprocure.gov.in](http://cprocure.gov.in). Detailed guidelines for viewing bids and submission of online bids are given on the website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details for which bids are invited. The perspective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token. The DSC can be obtained from any authorized certifying agencies. The bidder should register in the website [http://cprocure.gov.in](http://cprocure.gov.in) using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after login into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token & the user id/password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.

18.2 The completed bid comprising of documents indicated in ITB clause 9, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of bid security in case it is provided in the form of BG.

18.3 The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to the Bid, and to contract execution if the bidder is awarded the contract.

18.4 The bidder shall submit online the requirements under qualification criteria mentioned in section VI-A. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

19. **Deadline for Submission of Bids:**

19.1 Bids must be submitted by the bidder online no later than the time and date specified in the Invitation for Bids (Section I).

19.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
20. Late Bids

20.1 The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify their bids online before the deadline prescribed in clause 19.

21.2 For modification of bids, the bidder need not make any additional payment towards the cost of tender documents. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.

21.3 No bid may be modified subsequent to the deadline for submission of bids.

21.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 16.1 above or as extended pursuant to Clause 16.2 is not allowed in the e-procurement system. If a bidder does the same through any other medium, then it may result in the forfeiture of the Bid security.

E. Bid Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all the Bids received, including modifications made pursuant to Clause 21, online and this could be viewed by bidders online at 16:00 hours on the date and the place specified in clause 19. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids will be opened at the appointed time and location on the next working day.

22.2 In all cases, the amount of bid security and validity of the bid shall be scrutinized. Thereafter, the bidders' name and such other details as the Purchaser may consider appropriate will be notified as Bid opening summary by the authority inviting bids at the online opening. A separate electronic summary of the opening is generated and kept online.

22.3 The bidders' names, bid prices, the total amount of each Bid, discounts, bid modifications and withdrawals, the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be recorded as bid opening summary and uploaded by the Purchaser on the portal. No bid shall be rejected at bid opening.

22.4 The Purchaser will prepare minutes of the bid opening including the information disclosed in accordance with Clause 21 of ITB and upload the same for viewing online.

22 a. Process to be confidential:

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of their Bids.

23. Clarification of Bids

23.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
24. Preliminary Examination

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.

24.1.1 Where the Bidder has quoted for more than one schedule, if the bid security furnished is inadequate for all the schedules, the Purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the schedule included in the bid (offer) in the serial order of the Schedule of Requirements of the Bidding document.

24.2 Deleted

24.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7), Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

25. Deleted

26. Evaluation and Comparison of Bids

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24 for each schedule separately. No bid will be considered if the complete requirements covered in the schedule is not included in the bid.

26.2 The Purchaser's evaluation of a bid will exclude and not take into account:

(a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

26.3 Deleted.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 26.5 and in the Technical Specifications:

(a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;

(b) delivery schedule offered in the bid;
(c) deviations in payment schedule from that specified in the Special Conditions of Contract;

(d) the cost of components, mandatory spare parts and service;

(e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the bid;

(f) the projected operating and maintenance costs during the life of the equipment; and

(g) the performance and productivity of the equipment offered.

26.5 Pursuant to ITB Clause 26.4, one or more of the following evaluation methods will be applied:

(a) *Inland Transportation, Insurance and Incidental Costs:*

(i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 11.2 (iii).

The above costs will be added to the bid price.

(b) *Delivery Schedule:*

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time.

(c) *Deviation in Payment Schedule:*

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a rate of 20% percent per annum.

(d) *Cost of Spare Parts:*

The Purchaser will estimate the cost of spare parts usage in the initial two year period of operation, based on information furnished by each Bidder as well as on past experience of the Purchaser or other Purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

(e) *Spare Parts and After Sales Service Facilities in India:*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) Deleted

(g) *Performance and Productivity of the Equipment:*

(i) Deleted

(ii) Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the bid price using the methodology specified in the Technical Specifications.

27. Deleted.

28. Contacting the Purchaser

28.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to
the notice of the purchaser, it should do so in writing.

28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

F. Award of Contract

29. Post qualification

29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 13.3 (b) and is qualified to perform the contract satisfactorily.

29.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.

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

30. Award Criteria

30.1 Subject to ITB Clause 32, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

31. Purchaser's right to vary Quantities at Time of Award

31.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 15 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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

32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

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

33.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

34. Signing of Contract

34.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
34.2 Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

35. **Performance Security**

35.1 Within 21 days of the receipt of notification of award from the Purchaser, 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 Purchaser.

35.2 Failure of the successful bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

36 **Fraud and Corruption**

36.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 3.1 (e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;
(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

36.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.
SECTION III: GENERAL CONDITIONS OF CONTRACT
### SECTIO III: GENERAL CONDITIONS OF CONTRACT

#### TABLE OF CLAUSES

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Topic</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Definitions</td>
<td>20</td>
</tr>
<tr>
<td>2.</td>
<td>Application</td>
<td>20</td>
</tr>
<tr>
<td>3.</td>
<td>Country of Origin</td>
<td>20</td>
</tr>
<tr>
<td>4.</td>
<td>Standards</td>
<td>20</td>
</tr>
<tr>
<td>5.</td>
<td>Use of Contract Documents and Information</td>
<td>21</td>
</tr>
<tr>
<td>6.</td>
<td>Patent Rights</td>
<td>21</td>
</tr>
<tr>
<td>7.</td>
<td>Performance Security</td>
<td>21</td>
</tr>
<tr>
<td>8.</td>
<td>Inspection and Tests</td>
<td>21</td>
</tr>
<tr>
<td>9.</td>
<td>Packing</td>
<td>22</td>
</tr>
<tr>
<td>10.</td>
<td>Delivery and Documents</td>
<td>22</td>
</tr>
<tr>
<td>11.</td>
<td>Insurance</td>
<td>22</td>
</tr>
<tr>
<td>12.</td>
<td>Transportation</td>
<td>22</td>
</tr>
<tr>
<td>13.</td>
<td>Incidental Services</td>
<td>22</td>
</tr>
<tr>
<td>14.</td>
<td>Spare Parts</td>
<td>23</td>
</tr>
<tr>
<td>15.</td>
<td>Warranty</td>
<td>23</td>
</tr>
<tr>
<td>16.</td>
<td>Payment</td>
<td>23</td>
</tr>
<tr>
<td>17.</td>
<td>Prices</td>
<td>24</td>
</tr>
<tr>
<td>18.</td>
<td>Change Orders</td>
<td>24</td>
</tr>
<tr>
<td>19.</td>
<td>Contract Amendments</td>
<td>24</td>
</tr>
<tr>
<td>20.</td>
<td>Assignment</td>
<td>24</td>
</tr>
<tr>
<td>21.</td>
<td>Subcontracts</td>
<td>24</td>
</tr>
<tr>
<td>22.</td>
<td>Delays in Supplier's Performance</td>
<td>24</td>
</tr>
<tr>
<td>23.</td>
<td>Liquidated Damages</td>
<td>25</td>
</tr>
<tr>
<td>24.</td>
<td>Termination for Default</td>
<td>25</td>
</tr>
<tr>
<td>25.</td>
<td>Force Majeure</td>
<td>25</td>
</tr>
<tr>
<td>26.</td>
<td>Termination for Insolvency</td>
<td>25</td>
</tr>
<tr>
<td>27.</td>
<td>Termination for Convenience</td>
<td>26</td>
</tr>
<tr>
<td>28.</td>
<td>Settlement of Disputes</td>
<td>26</td>
</tr>
<tr>
<td>29.</td>
<td>Limitation of Liability</td>
<td>26</td>
</tr>
<tr>
<td>30.</td>
<td>Governing Language</td>
<td>26</td>
</tr>
<tr>
<td>31.</td>
<td>Applicable Law</td>
<td>27</td>
</tr>
<tr>
<td>32.</td>
<td>Notices</td>
<td>27</td>
</tr>
<tr>
<td>33.</td>
<td>Taxes and Duties</td>
<td>27</td>
</tr>
</tbody>
</table>
1. Definitions

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

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

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

(c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

(d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.

(h) "The Purchaser's country" is the country named in SCC.

(i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

(j) "The World Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(k) "The Project Site", where applicable, means the place or places named in SCC.

(l) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules of the World Bank as further elaborated in SCC.

3.2 For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Bank

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in 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.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5.4 The supplier shall permit the Bank to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

7.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A Bank guarantee issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) Demand Draft.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier 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 Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
8.4 The Purchaser’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, 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.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

12. Transportation

12.1 Deleted.

12.2 Deleted.

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12.4 Deleted

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. **Spare Parts**

14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

- (b) In the event of termination of production of the spare parts:
  
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  
  - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15. **Warranty**

15.1 The Supplier warrants that the Goods supplied under this 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 Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 36 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 36 months unless specified otherwise in the SCC.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. **Payment**

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

16.4 Payment shall be made in Indian Rupees.
17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser’s request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipping or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’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 Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier’s receipt of the Purchaser’s change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

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

21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier’s Performance

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier’s time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, 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 Borrower of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier 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.

25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

26. Termination for Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
27. **Termination for Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within 30 days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

28. **Settlement of Disputes**

28.1 The Purchaser and the Supplier 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.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

28.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

29. **Limitation of Liability**

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. **Governing Language**

30.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

32. Notices

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

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

33. Taxes and Duties

33.1 Deleted.

33.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.
SECTION IV: SPECIAL CONDITIONS OF CONTRACT
## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

### TABLE OF CLAUSES

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Topic</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Definitions (GCC Clause 1)</td>
<td>30</td>
</tr>
<tr>
<td>2.</td>
<td>Country of Origin (GCC Clause 3)</td>
<td>30</td>
</tr>
<tr>
<td>3.</td>
<td>Performance Security (GCC Clause 7)</td>
<td>30</td>
</tr>
<tr>
<td>4.</td>
<td>Inspection and Tests (GCC Clause 8)</td>
<td>30</td>
</tr>
<tr>
<td>5.</td>
<td>Packing (GCC Clause 9)</td>
<td>31</td>
</tr>
<tr>
<td>6.</td>
<td>Delivery and Documents (GCC Clause 10)</td>
<td>31</td>
</tr>
<tr>
<td>7.</td>
<td>Insurance (GCC Clause 11)</td>
<td>31</td>
</tr>
<tr>
<td>8.</td>
<td>Incidental Services (GCC Clause 13)</td>
<td>31</td>
</tr>
<tr>
<td>9.</td>
<td>Spare Parts (GCC Clause 14)</td>
<td>31</td>
</tr>
<tr>
<td>10.</td>
<td>Warranty (GCC Clause 15)</td>
<td>32</td>
</tr>
<tr>
<td>11.</td>
<td>Payment (GCC Clause 16)</td>
<td>32</td>
</tr>
<tr>
<td>12.</td>
<td>Prices (GCC Clause 17)</td>
<td>32</td>
</tr>
<tr>
<td>13.</td>
<td>Sub-contracts (GCC Clause 21)</td>
<td>33</td>
</tr>
<tr>
<td>14.</td>
<td>Liquidated Damages (GCC Clause 23)</td>
<td>33</td>
</tr>
<tr>
<td>15.</td>
<td>Settlement of Disputes (GCC Clause 28)</td>
<td>33</td>
</tr>
<tr>
<td>16.</td>
<td>Notices (GCC Clause 32)</td>
<td>34</td>
</tr>
<tr>
<td>17.</td>
<td>Progress of Supply</td>
<td>34</td>
</tr>
</tbody>
</table>
Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Purchaser is the Project Director, APMDP, Hyderabad
(b) The Supplier is ..............................................

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Section XIV of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement".

3. Performance Security (GCC Clause 7)

3.1 Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

3.2 Substitute Clause 7.3 (b) of the GCC by the following:

crossed demand draft or pay order drawn in favour of the Project Director, APMDP, Hyderabad

3.3 Substitute Clause 7.4 of the GCC by the following:

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.

3.4 Add as Clause 7.5 to the GCC the following:

In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

4. Inspection and Tests (GCC Clause 8)

The following inspection procedures and tests are required by the Purchaser:

A third party Quality Inspector will inspect the material supplied with reference to the technical specifications in section VI after such materials are brought to the site and kept for inspection. The entire systems, hardware and software, after installation and test run, and upon notification of such installation by the vendor to the purchaser, the TPQI will inspect the same for the 2nd time and certify whether the supplies confirm to the specifications and complies to the terms & conditions set forth in the schedule.

The supplier has to place the hardware in position and install and run the software to the satisfaction of the purchaser.
5. **Packing (GCC Clause 9)**

Add as Clause 9.3 of the GCC the following:

**Packing Instructions:** The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:


6. **Delivery and Documents (GCC Clause 10)**

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

(i) (3) Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

(ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);

(iii) (3) Copies of packing list identifying the contents of each package;

(iv) Insurance Certificate;

(v) Manufacturer's/Supplier's warranty certificate;

(vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

(vii) Certificate of Origin.

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

6 a **Place of delivery:**

The material shall be delivered to the Project Director, APMDP, Hyderabad (herein after called the consignee). The person in charge will receive the goods and certify such receipt of goods duly acknowledging on the invoices and delivery challans.

7. **Insurance (GCC Clause 11)**

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

8. **Incidental Services (GCC Clause 13)**

The following services covered under Clause 13 shall be furnished and the cost shall be included in the contract price:

i) On-site assembly of different components supplied and start up of the systems including trial/test run of the system as a whole

ii) Tools required for Operations & Maintenance of the equipment supplied including Operations Manuals

iii) Providing Annual Maintenance Services (AMC) for a period of (3) years during warranty period.

iv) Training of the Purchaser's personnel on site on use of various equipments supplied, start up, operations & maintenance and minor repairs etc., for two weeks or more as per requirements

9. **Spare Parts (GCC Clause 14)**

Add as Clause 14.2 to the GCC the following:
Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

10. Warranty (GCC Clause 15)

(i) G.C.C. Clause 15.2:

In partial modification of the provisions, the warranty period shall be 20,000 hours of operation or 36 months after acceptance of Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

(a) 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 expense and to carry out further performance tests in accordance with SCC 4;

(b) Deleted

(ii) Substitute Clause 15.4 of the GCC by the following:

"Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months."

(iii) GCC Clauses 15.4 and 15.5:

The period for correction of defects in the warranty period is 15 days.

11. Payment (GCC Clause 16)

Payment for Goods and Services shall be made in Indian Rupees as follows:

(i) Advance Payment: No advance payment will be made by the Purchaser

(ii) On Delivery: Fifty percent of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in SCC Clause 6 above; and

(iii) Thirty percent of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser's representative and satisfactory report of the Third Party Quality Inspectors (TPQI) for the respective delivery.

(iii) The remain Twenty percent payment will be paid after six months after accessing the performance of the goods provided they should submit Bank Guarantee for the same till the closure of the contract period.

12. Prices (GCC Clause 17)

Alternative I : Deleted
Alternative II:

17.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

13. Sub-contracts (GCC Clause 21)

Add at the end of GCC sub-clause 21.1 the following:

Sub-contract shall be only for bought-out items and sub-assemblies.

14. Liquidated Damages (GCC Clause 23)

14.1 For delays:

GCC Clause 23.1 The applicable rate is 0.5% per week and the maximum deduction is 10% of the contract price.

15. Settlement of Disputes (Clause 28)

The dispute settlement mechanism to be applied pursuant to GCC Clause 28.2.2 shall be as follows:

(a) In case of a dispute or difference arising between the Purchaser and a domestic supplier 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, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India).

(b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the International Centre of Alternative Dispute Resolution (India).

(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration, both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration making such an appointment shall be furnished to each of the parties.

(d) Arbitration proceedings shall be held at Hyderabad, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the President of the Institution of Engineers (India).
16. **Notices (Clause 32)**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

**Purchaser:** The Project Director  
MSU-APMDP  
5th Floor, 0/0 C&DMA  
640, A C Guards  
Hyderabad- 500 004

**Supplier:** (To be filled in at the time of Contract signature)

17. Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under*:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract
SECTION A: SCHEDULE OF REQUIREMENTS
## SCHEDULE OF REQUIREMENTS

### Item 1:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Qty</th>
<th>Delivery schedule</th>
<th>Bid security in Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>SOFTWARE COMPONENT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Procurement of GIS Software (Desktop version) for a subscription period of 3 years</td>
<td>2 Nos.</td>
<td>4 Weeks from the date of contract award</td>
<td>75,000/-</td>
</tr>
<tr>
<td>2</td>
<td>CAD Software MAP 3D latest version with subscription for 3 years.</td>
<td>1 Nos.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Item 2:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Qty</th>
<th>Delivery schedule</th>
<th>Bid security in Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>SOFTWARE COMPONENT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Procurement of Geospatial Server Software - A spatial decision support system and 9 man-months of customization and development of spatial decision support system or equivalent with 3 years of Portal Maintenance and support.</td>
<td>1 Nos.</td>
<td>4 Weeks from the date of contract award</td>
<td>3,00,000/-</td>
</tr>
</tbody>
</table>
SECTION VI: TECHNICAL SPECIFICATIONS

Contents

1. GIS Desktop Advanced Version 10.4 – 2 Nos................................. 38
2. Auto CAD MAP 3D 2013 – 1 Nos.............................................. 39
3. Geospatial Server software with Customization of Web based SDSS – 1 Nos .... 40
## 1. GIS Desktop software

**GIS BASED WORKSTATION / Desktop Version**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Minimum Requirements</th>
<th>Compiled (Yes/ No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Should Support direct integration with Web Services like MicroSoft Virtual Earth (Bing) and other Web based Data available. Should be able to store spatial Data in industry standard RDBMS (Oracle, SQL Server, DB2, PostGRE) Format.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Create/manage/use spatial bookmarks.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Interactively set transparency for all data. Interactive histogram for data classification</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Thematic classifications like: Single symbol, Unique value, Match to predefined style, Graduated colors or symbols, Proportional symbols, Dot density mapping, Chart mapping including pie and bar chart, Bivariate and multivariate data rendering with support for rule based symbology and cartographic representations of map entities</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Should support 2 D animations with time series data support and historical play back of event data and Image classification like thematic classes. Individual band settings, Color maps, Contrast, Brightness with Image rectification tools for easily georeferencing existing scanned images. 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.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Create layers from all supported data sources including coverage feature classes; shape files; CAD, TIN, raster, and geodatabase feature classes; or tables containing x,y coordinates. Create group layers from multiple data sources including vector overlays on top of raster data. Spatial references including the ability to customize and save the custom settings.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Support for documentation/Metadata management. On-the-fly Projections and transformations of the Layers. Set display projection of map using predefined or custom parameters (includes specifying geographic coordinate system or datum).</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>The software should have inbuilt Reports Generation facility without requiring any additional software.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Facility to display Aerial, Projection and Surface distances. Edit multiple layers simultaneously with unlimited undo/redo operations should be able to control &amp; create rule based topology for the spatial database residing in RDBMS.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Feature edit tools including: Move, rotate, delete, copy, and paste, Reshape, Split and trim, Divide into N-parts or into specified intervals, Vertex editing (add, delete, move), etc.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Spatial adjustment tools including: Rubber sheeting, Transformation, Edge matching, Attribute transfer. Snap to vertex, endpoint, midpoint, or along the edge of features &amp; layer wise snapping. On-the-fly dynamic joins between different databases.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Create statistics &amp; various statistical operations, viz. create charts and reports, and Sort tables by multiple attributes, Populate values based on expression, Summarize data.</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Connect to and use remote database data (Oracle, SQL, Access, etc.)</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Should be able to plot data on the map directly from the tables. Customizable look and feel (drag and drop to rearrange tools/toolbars)</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Automatically generate metadata, Import/Export metadata. Find tool to find data based on metadata and location, web enabling the metadata. Direct Read of Vector Data like Shapefiles, Coverages, Geodatabase, VPF, CAD DXF, DWG, DGN, Direct Read of Raster (all industry standard Raster formats) etc. Georeferencing of Raster, Vector data. Raster-raster, Raster-Vector, Vector-Raster, Vector-Vector and vice versa should be possible.</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>With facility to interactively change brightness, contrast, and transparency, set resampling method - Nearest neighbor, bilinear interpretation, and Cubic convolution of the raster database.</td>
<td></td>
</tr>
</tbody>
</table>
## 2. CAD Software MAP 3D

### AUTOCAD MAP 3D 2017 BASED WORKSTATION / Desktop Version

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Minimum Requirements</th>
<th>Complied (Yes/No)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Specifications:</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>TOPOGRAPHICAL DATA ACCESS AND EDITING: Dwg / .Dxf Data access and editing, Data access and management (enhanced), Work with model creation and data acquisition software, Survey functionality, Surface and point cloud tools.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>GIS ANALYSIS AND PLANNING TOOLS: Shp / Geodata base support with Import/Export coordinate system definitions, Enhanced coordinate systems and geo-location, Create coordinate systems, Create and edit symbols, Dynamic tooltips and links.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PUBLISHING AND INTEROPERABILITY: support for industry model data offline, Desktop to web to A360, Publish directly to the web, Exchange data for civil and distribution projects in DWG/DXF, Exchange data to support conceptual modelling, Exchange data for online access.</td>
<td></td>
</tr>
</tbody>
</table>
3. Geospatial Server Software with Customization & Development of Web based Spatial Decision Support System (SDSS)

<table>
<thead>
<tr>
<th>SI No</th>
<th>Minimum Requirements</th>
<th>Compliant (Yes / No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The proposed solution should create a base for creating a parent data infrastructure for geo-spatial data dissemination through the web.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>The system should support, host and deliver information on the service-oriented architecture, and should allow interoperability such that different client systems can request data in native application.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The application should allow users to view the data with different symbology styles like differentiating feature records based on attributes or types, dynamic label generation with conflict detection, and translucency of all raster data and area colour fill.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>The system should allow the users to perform advanced spatial analysis like geocoding, routing, buffering and attribute based analysis.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>System should support server-side geocaching for feature classes which are not frequently updated</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>The system should be able to consume real-time enterprise published spatial data. It should be able to consume the third-party published OGC web-services.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>There should be an option to create footprint (Both extent based and Precise) automatically for the datasets. This feature allows end-user to view the extents of any data in a spatial map without actually downloading or selecting it.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Should have the concept of automatic crawling and metadata harvesting in the COTS package itself, an administrator should be able to actually serve data (or a set of data) without worrying about the new or changed data. Crawlers can efficiently judge and serve the latest data. An administrator does not have to keep adding new or changed data because of updates being done in 'a' business system. And hence this 'automated service management' increases the efficiency and productivity by reducing the time required to manage it. The system must do the following tasks automatically:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Metadata harvesting and cataloguing from raster datasets</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Footprint generation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Thumbnail generation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Image Pyramid generation</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Support for Coordinate Transformation and user definable datum. An administrator should be able to create and add custom coordinate system, and should support all EPSG codes, also The proposed solution should support coordinate transformation on the fly via OGC Coordinate transformation CT 1.0.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>The proposed solution should support following RDBMS’s for cataloguing:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Postgres 9.0 onwards</td>
<td></td>
</tr>
</tbody>
</table>
b. SQL server 2008 onwards

c. Oracle 10G R2 onwards

11 The proposed solution should be completely comprehensive in supporting multiple protocols. The proposed solution should have ECWP/IP along with the OGC Web Services like WMS, WFS, WCS, WFS-T, and WMTS and all in one package.

12 Supported operating system for the server should be Microsoft Windows Server 2008 \ 2012 64-bit.

13 The solution should run and support Windows server 64 bit architectures. Should run in a true 64 bit mode on a 64 bit OS i.e. the application server must run on 64 bit mode.

14 It should be Configurable to a mail server for email notifications

15 The proposed solution should support for GML at the client as well as at the server side.

16 In addition to the OGC Web Services, the system also should support SLD: the OGC styling language to portray maps from WMS, WFS and WCS services.

17 The proposed solution should offer updating feature and vector data through Transactional WFS (WFS-T) interface.

18 There should be a complete installer of the server which must perform all major configuration tasks automatically like:
   a. There should be a provision of automatic Database configuration while installing the server
   b. Automatic port configuration of the application server while installation
   c. Automatic deployment of deployable into application server while installation (no post installation configuration required into application server)

19 Should support following functions for data management:
   a. Remote management of data: an admin must be able to manage all raster and vector data from anywhere in the network without having the dependency of any other desktop COTS software.
   b. Hierarchical data management: The server should support automatic handling of Hierarchical data management, wherein the data and metadata must be clubbed accordingly
   c. Security management with access security over data and role based geospatial security over same datasets without altering the datasets
   d. Pyramid management (Server Side) for Rasters
   e. Footprint management
   f. Thumbnail management
   g. Geospatial Raster Data Crawlers
   h. Job Management and scheduling system
   i. ISO Metadata Editor and harvester
   j. Service cataloguing

20 To ensure maximum data interoperability, all vector and attribute must be stored natively in industry standard RDBMS. The proposed solution should have the capability to consume and serve data directly from supported RDBMS without any bridge or middleware.

21 Should be able to catalog geotagged images captured using various types of mobile devices such as mobile phones, tablets and UAVs.

22 Should be able to integrate with the existing e-gov portal / ERP Integration

---

2. GIS Server: Processing

1 The proposed solution should consume data directly from the spatial RDBMS without any bridge or middleware directly from native tables.

2 The proposed solution should have “On-The-Fly Projection”.
3. The proposed solution should perform complex raster processes like DRA, Reprojection on the fly, Contract enhancement both on server side on the fly.

4. Should have “On-The-Fly Reprojection”.

5. Should support advanced image processing options such as band list ordering, kernels, look up tables, hill shading, band algebra/formulas and transforms to accommodate the variety of new sensors.

3. GIS Server: Data Upload \ Download \ Sharing

1. Apart from this, the proposed solution should have data download functionality for image \ Raster extraction and delivery. Data served via WCS can be used to accomplish this task. This system allows the administrator to configure download options through HTTP or FTP. Metadata information can be clubbed together with the data and end-user can download the contents in a zipped file.

2. While downloading raster datasets, user must be able to specify the following:
   a. Interpolation technique
   b. Data format
   c. Spatial resolution
   d. bands

3. There must be a support for multiple Coverage data and output formats like NITF, compresses GeoTIFF, JPEG2000, DTED, ECW, etc.

4. In addition to this, there should be an additional support for KML and GeoRSS output formats for most of our services.

4. GIS Server: Catalogue & Metadata

1. The cataloguing must be based on OGC standard CS-W and an ebRIM profile.

2. System should be able to catalog and manage large point cloud files and stream over the internet into end-user applications.

3. The proposed solution should have a “full” ISO 19115/19119/19139 support for resource and service metadata management and encoding. An administrator can edit and update the metadata information.

4. The solution should catalog geospatial information by harvesting metadata and persist it in a central, searchable catalog. Simple harvesting from SAN with thousands of imagery with footprints & thumbnails should take approximately less than 30 seconds per raster dataset (Excluding pyramid generation ‘if required’).

5. The proposed solution should support Batch Metadata Editing over an ISO 19115 Metadata Schema.

6. The proposed solution should provide a synchronized lookup functionality for automatically uploading and cataloguing of raster datasets from a remote machine, very much like a DropBox. The administrator should be able to configure multiple dropboxes between remote machines (Over a network) and the server, wherein the server should look up to these incoming folders, and as soon as any raster dataset is dropped in the lookup folders, it should automatically be uploaded to the preconfigured location on the server and once uploaded, the same should also be catalogued along with all metadata harvesting facilities. Once configured the dropbox should not require any manual intervention apart from dropping raster files on the incoming folders.

5. GIS Server: Data Portrayal and delivery over Web Client

1. The Web client must be able to interactively add following data services on the fly on the client side by defining and maintaining data sources:
   a. Bing Maps, Google Maps and Open Street Map
   b. 3D Map Tiles and 3D Objects
   c. GeoRSS
   d. OGC CSW, WMS, WFS, WFS-G, WCTS, WMTS and Open LS
2. The Web client must support scale based printing interface wherein the user must be able to specify the following parameters:
   - Page size (A3, A4), Orientation, Scale and DPI Settings

3. The system must stream high volumes of data over an Enhanced Compressed Wavelet Protocol

4. The proposed solution should perform complex raster processes like DRA, Reprojection on the fly, Contrast enhancement both on server side as well as on client side on the fly on a browser.

5. The system should support clipping and/or downloading of raster and vector data by authorised users. Should support downloading of datasets including raster, vector, terrain, LAS, and business data (documents, movies, any electronic content)

6. A web-based administration console should provide the means for creating and configuring all aspects of server side engines, web services, and web applications in one place.

7. The system should support online editing of feature data (geometry and attributes) through the advanced spatial controls. System should allow the user to create and edit vector data.

8. The system should enable users of the standard gazetteer service to query by place name using OGC WFS-G.

9. System should allow searches based on Data and metadata as well as geographic locations such as cities, region and point of interests.

10. System should have capability to retrieve information from the catalog services.

11. It should have capability to perform attribute or spatial queries on data from selected sources.

12. The proposed solution should perform interactive Symbology over OGC compliant SLD on server side.

13. The web Client should have a scale bands configuration on the client side, wherein a client should be able to define different scales and also define what all layers must be visible on what scale configurations.

14. An administrator can define or generate the feature model to serve the vector data as an OGC WFS. Irrespective of the data format, coverage data can be served as an OGC WCS.

15. Over a thousand Coordinate Transforms and user definable datum is supported. An administrator can create and add custom coordinate system to this system, for this The proposed solution should support all EPSG codes.

16. The web client should have a 3D rendering option, which should switch the map view in 2D-3D toggle, based on already registered 3D map tiles and 3D Objects, it should render the whole mapview in 3D mode.

6. GIS Server: System requirements

<table>
<thead>
<tr>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>The system should support the following:</td>
</tr>
<tr>
<td>3. The system should have a true 64 bit support.</td>
</tr>
<tr>
<td>4. The system should be cloud compatible.</td>
</tr>
<tr>
<td>5. The system should be scalable on IT standards. It should allow and support the extension of functionalities and capabilities through hardware or software-based clustering. This is to allow and support the highest up-time and availability with stability.</td>
</tr>
<tr>
<td>6. The system should support hosting the application over secured channel like SSL.</td>
</tr>
<tr>
<td>7. The system should support integration of existing user management and authentication mechanism like Active Directory, LDAP, JAAS, etc.</td>
</tr>
</tbody>
</table>
The system must have perpetual license and should not depend on the cores of the physical servers or hardware.

In case of future upgrade of hardware with increasing no of cores, or any other hardware upgrade should not force any additional GIS Server software purchases. Any increase in processing should not have any additional cost on the GIS Server Software and existing GIS server licenses should cater to the upgraded hardware.

The system should support connecting and reading directly from different industry-popular databases like Oracle, PostGRES, and Microsoft® SQL Server (without any middleware).

The administrator should be able to monitor the performance and quality of the application.

The administrator should be able to manage the application from a single location wherein the administrator can configure:

- Web-services
- Server parameters
- Logging configuration
- Cache configuration
- Visual folder configuration

For better performance and efficient map display, the system should have the facility to enable caching of data on client-side as well as on server-side for features which are not frequently updated.

7. GIS Server: Data management and dissemination requirements

The data management and data dissemination components should support the following:

- The system should be able to read different data formats (stored in file systems or database) directly (in its original state) without any external or proprietary connectors or translation.

- The system should be able to read popular raster formats like IMG, GeoTIFF, ECW, and JPEG 2000. Vector stored as SHP, GML, KML, DGN, DWG, and ESRI File Geodatabase (FGDB) should be supported along with those stored in database of Oracle, PostGIS, and Microsoft® SQL Server.

- The system should be able to support industry-standard data types, industry-standard data formats, unlimited file size or database size, unlimited number of files or tables, and unlimited number of users.

- The system should support, host and deliver information on the service-oriented architecture, and should allow interoperability such that different client systems can request data in native application, without the need to change the data format, its location and/or its transmission protocol.

- The system should allow different levels of business logics to be embedded to allow different application requesting for the same set of information in different way, as per the needs and requests.

- The system should be able to support automatic cataloguing of raster and vector data through the concept of automatic service management, wherein the raster and vector data should be catalogued through the concept of crawling. The crawling should also support scheduling of cataloguing process. Cataloguing should also support non-spatial enterprise data.

- System should support automatic cataloguing of the datasets stored in the central database. It should have a separate option to "Crawl Database".

- The system should be able to catalog the data directly and should publish the data in open standards (as OGC web services), so that the clients can request for same via such open interfaces and open protocols.
<p>| | |</p>
<table>
<thead>
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<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>10</td>
<td>The system should be able to access, publish, and consume the raster datasets, vector datasets, point-cloud data, and non-spatial data like videos, documents, pictures, and any electronic content.</td>
</tr>
<tr>
<td>11</td>
<td>The system should support different open interfaces and web-services as OGC WMS, OGC WMTS, OGC WFS, OGC WFS-T, OGC CS-W, OGC WMC, KML, GeoRSS, SLD and GML.</td>
</tr>
<tr>
<td>12</td>
<td>The system should enable users of the standard gazetteer service to query by place name using OGC WFS-G.</td>
</tr>
<tr>
<td>13</td>
<td>The Web Map Service (WMS) should be 1.1.1 and 1.3.0 Compliant.</td>
</tr>
<tr>
<td>14</td>
<td>The Web Feature Service (WFS) should be 1.1.0 Compliant.</td>
</tr>
<tr>
<td>15</td>
<td>The system must have the facility to publish the map / analysis results directly over the web.</td>
</tr>
<tr>
<td>16</td>
<td>The system should be able to catalog the third-party published web-services.</td>
</tr>
<tr>
<td>17</td>
<td>The system should allow the catalog to publish the catalogued information through REST interface so that other systems can also discover these published services. The interface should be RESTful and the application should be able to consume the catalog in JSON, TXT, HTML and GeoRSS formats.</td>
</tr>
<tr>
<td>18</td>
<td>The system should allow administrators to manage the published web-services so that they can apply necessary security, restrictions and expose the relevant interfaces.</td>
</tr>
<tr>
<td>19</td>
<td>The system should automatically harvest the metadata and should be able to translate metadata definition of spatial data to ISO 19115 standard.</td>
</tr>
<tr>
<td>20</td>
<td>The system should support interoperability wherein the same data can be accessed by different systems through OGC web-services. The client application should be able to consume these web-services for their application needs on any system; be it web browsers, desktop systems or mobile devices.</td>
</tr>
<tr>
<td>21</td>
<td>The system should support integrating externally stored non-spatial information like MIS data.</td>
</tr>
<tr>
<td>22</td>
<td>System should allow the user to discover and view LAS-formatted point cloud data without downloading the dataset on Desktop, Mobile &amp; Web Browsers.</td>
</tr>
<tr>
<td>23</td>
<td>System should be capable of adding geospatial context to Computer Aided Drafting (CAD) files.</td>
</tr>
<tr>
<td>24</td>
<td>System should allow the users to easily discover and retrieve Computer Aided Drafting (CAD) data using keyword and spatial searches.</td>
</tr>
</tbody>
</table>

8. GIS Server: Web-services and web-portal requirements

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The system should be able to support industry-standard data types, industry-standard data formats, unlimited file size or database size, unlimited number of files or tables, and unlimited number of users.</td>
</tr>
<tr>
<td>2</td>
<td>The application should allow the web-services to be extended such that it can be requested and consumed by different levels of users, different types of users, different departments and by different applications with ease.</td>
</tr>
<tr>
<td>3</td>
<td>The application should have standard and modern map navigation tools of pan and zoom.</td>
</tr>
<tr>
<td>4</td>
<td>The application should support loading base-maps to the viewer that can be hosted by Google Maps, Bing Maps, Virtual Maps, and Open Street Maps.</td>
</tr>
<tr>
<td>5</td>
<td>The system should be able to generate a map from one or more feature data sources (OGC WMS, WFS).</td>
</tr>
<tr>
<td>6</td>
<td>The system should support hierarchical legends and watermarks.</td>
</tr>
<tr>
<td>7</td>
<td>The application should allow the users to perform attribute query &amp; spatial query.</td>
</tr>
<tr>
<td>8</td>
<td>The application should allow users to choose the output format in JPEG, PNG or SVG for feature services.</td>
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</tr>
<tr>
<td>9</td>
<td>The application should allow users to view the data with different symbology styles like differentiating feature records based on attributes or types, dynamic label generation with conflict detection, and translucency of all raster data and area color fill.</td>
</tr>
<tr>
<td>10</td>
<td>The application should support client requests to print the spatial data with attributes over any sized page (ranging from A0 to A4).</td>
</tr>
<tr>
<td>11</td>
<td>The system should support clipping and/or downloading of raster and vector data by authorised users. The supported raster format should be ECW, JPEG2000, IMG, and TIFF. The supported vector should be SHP, GML, and KML.</td>
</tr>
<tr>
<td>12</td>
<td>The system should also allow clipping and downloading of point cloud data in LAS format.</td>
</tr>
<tr>
<td>13</td>
<td>The system should support streaming of large raster data through ECWP and JPIP.</td>
</tr>
<tr>
<td>14</td>
<td>The system-hosted web-based application should have the facility to render the different spatial data (raster, vector, maps, terrain, and point cloud) in the web-browser.</td>
</tr>
<tr>
<td>15</td>
<td>The application should have the facility wherein the user can opt to view in 2D or 3D environment.</td>
</tr>
<tr>
<td>16</td>
<td>The application should allow users to apply advanced filter functions like Less than, Greater than, Equals along with spatial operations like bounding box, intersection, within, and disjoint.</td>
</tr>
<tr>
<td>17</td>
<td>The application should support localisation for the user interface and for the data (where the data has localised information).</td>
</tr>
<tr>
<td>18</td>
<td>System should have ability to simulate buildings and other 3D features for quick measurement and investigation.</td>
</tr>
<tr>
<td>19</td>
<td>Should be able to create form-based, task specific workflows for the browser that primarily support attributive data but also may contain a spatial component.</td>
</tr>
</tbody>
</table>

### 9. GIS Server: Security

1. Fine grained security system. The proposed solution should secure data depending on the following parameters:
   a. Spatial extent (for restricted areas)
   b. Depending on a scale
   c. Depending on the data and type of user.
   d. Depending on resolution (Globally i.e. Irrespective of any users or datasets)

   An administrator can set permissions and restrictions. Feature like ‘polygon masking’ that hides the restricted or sensitive information from the end-users is mandatory. An administrator should be able to configure spatial masking security, and re-sampling resolution.

2. With fine grained security the solution should actually serve same data for different kind of users for different purposes. Data provisioning should also be included.

3. The proposed solution supports authentication compatible to many IT standard technologies like Active Directory, LDAP, Database, CAS, JAAS, etc.

4. A user logged in from a particular department will have access to the base maps along with the admin layers designated to that respective department only.

### 10. GIS Server: Geospatial Smart Dashboard requirements

1. Should have Dashboards for Property Tax, Public Grievances, Vacant Land tax and Water Tax

2. The dashboard geo-visualization should be based on the GIS features and must be interactive, i.e., the charts and the maps should be interactive.

3. The dashboards should also geo-visualize for the incidents occurred over a time period within the given geography.

4. The geo-visualization within dashboards should cluster the incidents to reduce the clutter on the map.
<table>
<thead>
<tr>
<th></th>
<th>Clustering should have the number of incidents clustered as the label. And clicking on the cluster should explode the cluster to smaller clusters till the individual incidents are visible.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The user should have the ability to specify the cluster radius.</td>
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<tr>
<td></td>
<td>The incident dashboards should also provide heat maps. And means of specifying radius for generating heat maps.</td>
</tr>
<tr>
<td></td>
<td>The incident dashboards should have ability to show the incidents over given time period and provide means to dynamically geo-visualize time-slicing.</td>
</tr>
</tbody>
</table>

**Customization and Development of web based spatial decision support system (SDSS) integrating ERP data from e-governance modules & DPMS**

<table>
<thead>
<tr>
<th></th>
<th>Inception Report &amp; feasibility Report as per requirement of the APMDP project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Administrative user functionalities (User login with Password) &amp; Data security</td>
</tr>
<tr>
<td></td>
<td>SRS and SDD for the Web based Spatial decision support System based on the functionalities required as per APMDP Project</td>
</tr>
<tr>
<td></td>
<td>Spatial Query Builder as required for APMDP Project</td>
</tr>
<tr>
<td></td>
<td>Report Generation: Spatial based reports as per the query (Spatial and Non-spatial)</td>
</tr>
<tr>
<td></td>
<td>Geospatial web portal Dashboard as per the requirement for seamless display of ERP and Geodatabase with Base maps and satellite imagery (hybrid)</td>
</tr>
<tr>
<td></td>
<td>Standard web based GIS tools - append, edit, online editing, zoom, pan, layers selection (on &amp; Off), Zoom to the layer all GIS editing tools, Analysis and graphs and any other functionality for spatial planning and analysis etc.,</td>
</tr>
<tr>
<td></td>
<td>Periodic updation of Satellite Imagery as per availability</td>
</tr>
<tr>
<td></td>
<td>Functional requirements customization and development as per the requirement finalised at the time of SLA for APMDP project</td>
</tr>
</tbody>
</table>
SECTION VI-A: QUALIFICATION CRITERIA

(Referred to in Clause 13.3(b) of ITB)

1. Bidder should be a legal entity having registered and doing business in any of the eligible countries. Documents in support of legal status, place of registration, Principle place of business etc., should be submitted along with the information in Form I of section XI

2. The annual turnover of the bidder in should not be less than Rs. 1 Crores (Rupees Twenty million only) for item No.1 & 2 separately and in at least 2 years during the last 5 years. Documents to be supported are Annual Returns filed with the Commercial Tax Department along with the particulars in Form -II of section XI.

3. Bidders should have experience in supplying similar equipment requirements to the state/Central Govt. departments/PSUs/Statutory bodies/Local Authorities/Corporations etc., of value not less than Rs.25.00Lakhs (Rupees Two million five hundred thousand only) for item No.1 & 2 separately in any one year during the last 3 years. The documents in support of the above viz., copy of the supply orders along with the particulars duly filled in Form III of section XI

4. In case of bidder offering to supply goods which the bidder did not Manufacture or produce, the Bidder should submit Authorizations Form as per section XII issued by the Manufactures or produce
SECTION VII: BID FORM AND PRICE SCHEDULE
SECTION VII: BID FORM

Date: ..........................................
Loan No: 7816-IN
IFB No: I/PS/GIS Cell/2012-13

To:
The Project Director,
MSU-APMMDP
5th Floor, o/o C&DMA
640 A.C. Guards,
Hyderabad-500 004

Gentlemen,

Having examined the Bidding Documents including Addenda Nos Nil the receipt of which is hereby duly acknowledged, we, the undersigned, offer the Procurement of GIS Desktop, CAD MAP 3D and Procurement of Geospatial Software Server with 3 years subscription for the GIS Cell in the office of APMMDP in conformity with the said bidding documents for the sum of .......................................................... Rs...................... (Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid. We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ........ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

<table>
<thead>
<tr>
<th>Amount</th>
<th>Name and address of agent</th>
<th>Purpose of Commission or gratuity</th>
</tr>
</thead>
</table>

(if none, state “none”).

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this ........ day of ...................... 19......

(Signature) ..........................................
Duly authorized to sign Bid for and on behalf of ..........................................

50
## PRICE SCHEDULE

### Item 1:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Brief Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate in figures (INR)</th>
<th>Amount (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Procurement of GIS Software (Desktop version) with 3 years subscription</td>
<td>Each</td>
<td>2 Nos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>CAD Software MAP 3D latest version with subscription for 3 years.</td>
<td>Each</td>
<td>1 Nos.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rupees in words

**TOTAL**

### Item 2:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Brief Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate in figures (INR)</th>
<th>Amount (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Procurement of Geospatial Server Software - A spatial decision support system and 9 man-months of customization and development of spatial decision support system or equivalent with 3 years of Portal Maintenance and support.</td>
<td>Each</td>
<td>1 No.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rupees in words

**TOTAL**
SECTION VIII: BID SECURITY FORM

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder
   (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
   (b) does not accept the correction of errors in accordance with the ITB; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
   (a) fails or refuses to execute the Contract Form if required; or
   (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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

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

(Signature of the Bank)
SECTION IX: CONTRACT FORM
THIS AGREEMENT made the......day of__________________________, 20... Between________________________ (Name of purchaser) of____________ (Country of Purchaser) (hereinafter called "the Purchaser") of the one part and
________________________ (Name of Supplier) of____________________ (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,________________________ (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of________________________ (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Bid Form and the Price Schedule submitted by the Bidder;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>BRIEF DESCRIPTION OF GOODS &amp; SERVICES</th>
<th>QUANTITY TO BE SUPPLIED</th>
<th>UNIT PRICE</th>
<th>Total Price</th>
<th>DELIVERY TERMS</th>
</tr>
</thead>
</table>

TOTAL VALUE:

DELIVERY SCHEDULE:
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said .................................................. (For the Purchaser)

in the presence of: ......................................

Signed, Sealed and Delivered by the

said .................................................. (For the Supplier)

in the presence of: ......................................
SECTION X: PERFORMANCE SECURITY FORM
Form I- Bidder's information

<table>
<thead>
<tr>
<th>Bidders Legal Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidders Country of constitution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidders year of constitution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legal Address in country of constitution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidders Authorized representative (if any) Name, Address, Telephone, Fax e-mail.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Note: Attach copy of the document showing legal status of entity or in case of single Entity, Articles of incorporation or constitution of the entity named above

Form II_ Annual Turnover in trading similar equipment

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Financial Year</th>
<th>Amount in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2015-16</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2014-15</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2013-14</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2012-13</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2011-12</td>
<td></td>
</tr>
</tbody>
</table>

Note: Attach copy of documents in support of Annual Returns submitted to the Commercial Tax Department

Form-III Particular of supplies to Government departments & subsidiaries

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Financial Year</th>
<th>PO No &amp; Dt.</th>
<th>Name of the Department</th>
<th>Value of supplies (in Rs)</th>
<th>Total value in the FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Attach copies of all the POs in the year whose total value is Rs. 10 Lakhs or above.
SECTION XII

(Please see Clause 13.3(a) of Instructions to Bidders)

MANUFACTURERS’ AUTHORIZATION FORM

No. _________ dated ________

To
The Project Director,
MSU-APMDP
5th Floor, o/o C&DMA
640 A.C. Guards,
Hyderabad – 500 004

Dear Sir:

IFB No.

We _________________________ who are established and reputable manufacturers
of ___________________________ (name and description of goods offered) having factories at
_____________________________ (address of factory) do hereby authorize M/s
_____________________________ (Name and address of Agent) to submit a bid, and sign the contract with you for the
goods manufactured by us against the above IFB.

No company or firm or individual other than M/s _________________________ are authorized to bid,
and conclude the contract for the above goods manufactured by us, against this specific IFB. (This Para should be
deleted in simple items where manufacturers sell the product through different stockists.)

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract
and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm
against this IFB.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person
competent and having the power of attorney to legally bind the manufacturer. It should be included by the
Bidder in its bid.
SECTION XIV

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement.

As of March 2000

For the information of Borrowers and Bidders, and with reference to paragraph 1.6, footnote 9, of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated January 1995 (revised January and August 1996 and September 1997, and January 1999), set forth below is a list of countries from which Bidders, Goods and Services are not eligible to participate in procurement financed by the World Bank or IDA.

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- Tuvalu

In addition, Bidders, Goods and Services from other countries or territories may be declared ineligible by a provision in the Bidding. Documents if the borrower's country has excluded them by a law, an official regulation, or an act of compliance meeting the requirements of paragraph 1.8 (a) of the Guidelines: Procurement under IBRD Loans and IDA Credits.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan / Credit Account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to no country.

Notes:


2. Any questions regarding this list should be addressed to the Senior Manager, Procurement Policy and Services Group, Operational Core Services Network, The World Bank.
ANNEXURE XV

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

BID NO. ............................................  DATE OF OPENING: .............................................

NAME OF THE BIDDER: ....................................................................................................................................

(Note: All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer

2. (a) Telephone & Fax No
   (b) Telex No.
   (c) Telegraphic address:

3. Location of the manufacturing factory.

4. Details of Industrial License, wherever required as per statutory regulations.

5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).

6. Details of the process of manufacture in the factory.

7. Details & stocks of raw materials held.

8. Production capacity of item(s) quoted for, with the existing Plant & Machinery
   8.1 Normal
   8.2 Maximum

9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.

10. Details of staff:
    10.1 Details of technical supervisory staff in charge of production & quality control.
    10.2 Skilled labour employed.
    10.3 Unskilled labour employed.
    10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.

11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.

12. Are you registered with the Directorate General of Supplies and Disposals, New Delhi 110 001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

Signature and seal of the Manufacturer