



ANDHRA PRADESH MUNICIPAL DEVELOPMENT PROJECT

**Selection of Agency
for
“Design of House number boards, street signages, Gantry
boards & development of Mobile App” for Govt. of ANDHRA
PRADESH**

11th June, 2018

Issued By:

**Andhra Pradesh Municipal Development Project,
Guntur, AP**

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The information contained in this tender document (the "Tender Document") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the APMDP or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is neither an offer nor invitation by APMDP to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in making their technical/ financial proposals ("Bid(s)") pursuant to this Tender Document.

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1 Invitation for Short Tender

Dear Sir / Madam,

Sub: Selection of agency for “Design of House number boards, street signages, Gantry boards & development of Mobile App” for Govt. of ANDHRA PRADESH – Reg.

Andhra Pradesh Municipal Development Project invites techno commercial proposals for “Design of House number boards, street signages, Gantry boards & development of Mobile App” for Govt. of ANDHRA PRADESH”

The project is developed for design of House Number Boards, street signages, gantry boards & provided by the signages of various scales provided for 110 Urban Local Bodies (ULB) in the State of Andhra Pradesh and the project owner is APMDP. Firms and business entities of repute that have expertise and experience in graphic design can participate in this RFP.

The services are procured through CDMA Website. The proposal selection will be on the basis of a Least Cost Based Selection (LCBS) method. The designs prepared for the purpose shall be handed over to Project Director, APMDP at the end of the project period.

Bidders are invited to submit their Proposals before the time and date mentioned in this tender document “Data Sheet”. The Proposals submitted after this time and date will not be considered under any circumstances, unless notified by the APMDP with full information of the altered date and time, as a Corrigendum in the CDMA Website.

1. You are hereby invited to submit technical and financial proposals for “Selection of agency for “Design of House number boards, street signages, Gantry boards & development of Mobile App” for Govt. of ANDHRA PRADESH”.
2. The following documents are enclosed to enable you to submit your proposal:
 - a. Tender Document
 - b. A sample format of the contract
 - c. Brief scope of the project
3. **The Submission of Proposals:** The proposals shall be submitted in Two parts, viz., Technical and financial and should follow the form given in the "Formats."

4. Data Sheet:

Data Sheet		
#	Event Description	Particulars
1	Project Scope	Selection of agency for "Design of House number boards, street signages, Gantry boards & development of Mobile App" for Govt. of ANDHRA PRADESH
2	RFP document available in CDMA website start date and time	Date 21-06-2018 Time: 04.00PM
3	Proposal submission closing (Proposal Due) date and time	Date 09-07-2018 Time 02.00PM through email: ps.apmdp@cdma.gov.in
4	Address for submission of Proposals	O/o APMDP, 1 st Floor, Kavya sri residency, MG Inner Ring Road, Agathavarappadu, Guntur, A.P, Pin: 522509
5	Name, Address, contact numbers, e-mail id of the authorized official for clarifications	Sri A.L.Mal Reddy, Procurement Specialist, MSU- APMDP , MG Inner Ring Road, Guntur. E Mail: ps.apmdp@cdma.gov.in M: 9849453458
6	Date & Time for opening of Technical Proposal	intimate later
7	Date & Time for opening of Financial Proposal	Intimate later

2 Technical Qualification Criteria

Solution providers desirous of bidding for the project shall meet the following Technical specification criteria.

1. **Legal Entity:** Company shall be registered under Companies Act, 1956 in India and should have been in the business at least for 3 financial years as on bid calling date.
2. The turnover of the firm must be at least Rs. 18, 00,000/- (Eighteen Lakhs) in one of the three financial years 2015-2016, 2016-2017 & 2017-18 in India. The bidder should submit IT returns to support the claim
3. The bidder needs to be registered with GST and GST number details to be provided on Letterhead
4. Employees Provident Fund (EPF) registration letter to be submitted

5. The bidder shall not have been black listed by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government. Self-Certificate declaring that the bidder is not black listed by any Central/ State Govt. Department to be enclosed.

Note:

1. Relevant documents in support of the above Criteria should be furnished in the Technical bid.
2. If Local office is not available in Vijayawada, the bidder will make himself available at Vijayawada for regular meetings & reviews by the DMA as & when called for by the DMA.
3. Proposals of bidders who do not conform to above Technical Evaluation criteria will be treated as non-responsive at the Technical Evaluation stage and shall be summarily rejected.
4. All bid based correspondence should be with APMDP contact person in writing only.

3 Project Profile

3.1 Introduction:

The Government of Andhra Pradesh has developed a profound vision of creating an integrated & unified signage system for all 110 ULBs of AP, right from house number boards to street signage to gantry board design and then creation of a mobile application to make all these services available to every citizen on the go. The Directorate of Municipal Administration has taken up a lead role in this aspect and has been adopting a host of technology tools for modernizing the governance and providing citizen services that are easily accessible and technology enabled.

Scope of Work

3.2 Introduction

Andhra Pradesh Municipal Development Project (APMDP), invite techno commercial proposals for Selection of Agency for “Design of House number boards, street signages, Gantry boards & development of Mobile App”

The selected consultant will be working with the APMDP Team. The following is a general description of the anticipated tasks expected of the consultant.

3.3 Scope of Work:

1. Design of Way Finding Communication System
2. Design of House Number Boards
3. Design of Street Signages
4. Design of Gantry Boards
5. Development of Mobile application layout & content
6. Development of website layout & content

Task 1: Assess Existing Conditions and Needs

- 1.1 Review and assess existing City inventory of way finding signage.
- 1.2 Review and assess existing City list of way finding destinations.
- 1.3 Identify user groups, their specific needs, and potential way finding difficulties as they affect the disabled, senior citizens, and new visitors to the area with respect to vehicular signage.
- 1.4 Design a way finding Communication System based on the assessment and analysis carried out.

Task 2: Design of House Number Boards

- 2.1 Design of House Number Boards: Recommend universal and cohesive design for House Number Board that are reflective of the State's identity consistent in color, font, materials, architectural elements and graphics taking into consideration the State's developmental vision. In addition, the recommendations should take into account street-level visibility, safety, maintenance and replacement costs.
- 2.2 Present for review by the State, schematic design concepts of house number boards that could be constructed and installed;
- 2.3 After review of the schematic proposals in Item 3.2 by the State team, modifications as suggested by the State team need to be incorporated. After finalisation of the House Number Board design proposal by the State, the designer has to submit final set of design drawings in AutoCAD format, including: exact dimensions, font, letter heights, materials, mounting details, color specifications and material performance standards with written statements regarding rationale for design choices.
- 2.4 A prototype of the proposals & the finalized design need to be submitted during every discussion.
- 2.5 The designer shall ensure that signage will be of a design that meets all statutory norms and requirements.
- 2.6 The designer shall ensure that the number board should have a provision to add QR Code.
- 2.7 Prepare a cost estimate for the fabrication, installation, and maintenance of the House Number Board along with each proposal at every phase for discussions.

Task 3: Develop Recommendation for Signage Types and Placement

- 3.1 Recommend way finding signage types that should be added, replaced or consolidated (e.g., directional markers, street signs, parking signage, public facility identification signage, etc.);
- 3.2 Using aerial imagery and/or GIS resources, develop a map of recommended way finding signage locations;
- 3.3 Prepare detailed designs for select way finding features and identify "barriers to installation" in areas that may provide challenges;

- 3.4 Briefly identify other opportunities for temporary or changeable special event or marketing signage including location and type of sign;
- 3.5 Develop a list of recommended terminology and/or design icons for primary and secondary destinations (e.g., landmarks, public facilities, retail and dining destinations);
- 3.6 Prepare a cost estimate for the fabrication, installation, and maintenance of the system including the number of various sign types and locations.

Task 4: Design Signage Elements

- 4.1 Recommend universal and cohesive design standards for way finding elements that are reflective of the State's identity consistent in color, font, materials, architectural elements and graphics taking into consideration the State brand. In addition, the recommendations should take into account street-level visibility, safety, maintenance and replacement costs.
- 4.2 Present for review by the State, schematic design concepts of comprehensive way finding signs, to cover various scales and aspects of way finding - right from street to highways to landmarks to directional guides, Greenway and park identification signs, parking signage, and/or other way finding elements that could be constructed and installed as part of the project;
- 4.3 After review of the schematic proposals in Item 4.2 and modifications as per the suggestions by the State team has to be incorporated. After finalization of the election of the desired proposal by the State, submit one (1) set of design professional design by the State, concept drawings in AutoCAD format, including: exact dimensions, letter heights, materials, mounting details, color specifications and material performance standards with written statements regarding rationale for design choices.
- 4.4 The designer shall ensure that signage will be of a design that meets all statutory norms and requirements.
- 4.5 Prepare a cost estimate for the fabrication, installation, and maintenance of the system including the number of various sign types and locations.

Task 5: Way finding Plan

- 5.1 Develop a consistent and standardized way finding plan that will enable the City to provide easily understood and comprehensive direction to visitors and residents. The plan should incorporate the recommended policies and criteria already identified and also identify proposed locations for different way finding classification types.
- 5.2 Provide presentation materials for support of meeting(s).

Task 6: Design of Mobile Application

- 6.1 To provide user friendly design and functional layout for mobile application
- 6.2 Develop the content for the mobile application

Task 7: Design of Way finding website

7.1 To design the layout for a user friendly, informative way finding website

7.2 Develop the content for the website for better user experience.

3.3.1 Deliverables

The final deliverable shall be a **Way finding Signage Master Plan Report** that contains the written analysis, all stages of design conceptualization, options submitted and finalized design with all detailing for house number board design to way finding, street signage design and design of gantry boards, proposed sign locations with specific destinations, and detailed fabrication drawings developed in Tasks 1 through 4. It shall also include a palette of colors, design strategy and installation details. The report shall also include the requisite details of the mobile application & website.

The Consultant shall deliver presentations and prototype for all the proposals during the design discussions.

The Consultant shall deliver presentations on the Master Plan to the APMDP Team in conjunction with staff as one of the required onsite meetings. Five (5) paper copies plus a digital version shall be submitted prior to the presentation.

The Consultant shall deliver all drawings in AutoCAD, computer generated renders and presentations in original editable format.

Note: All deliverables shall be the sole property of the APMDP.

3.3.2 Technology

Website & mobile application compatible and upto date with the latest technology shall be proposed & used for the best user experience.

3.4 Roles and Responsibilities of Bidder

- a. Understanding the Scope of Work & requirements of the Dept, through the Scope documents shared by the APMDP.
- b. Submission of valid bid along with supporting documents as per RFP.
- c. Submit valid contact address, contact person, phone/ mobile number, e-mail ID etc. to the APMDP & Department for easy communication.
- d. Entering into Contract Agreement with the APMDP.
- e. Interacting with the concerned department officials for collecting the data/ data models for preparation predictive & prescriptive reports as per the scope, deliverables and milestones etc.,
- f. Submission of deliverables.
- g. Attend the reviews of the APMDP
- h. Submit invoices
- i. Handover to APMDP on completion of the contract

4 Statement of Important Limits/ Values related to bid

SNo	Item	Description
01	Bid Validity Period	30 days from the date of opening of financial bid
02	Period for signing contract	Within 10 days from date of receipt of Notification of Award
03	Conditional and Late bids	Not acceptable and liable for rejection

5 Instructions to Bidders

5.1 Eligibility Criteria

- a. This invitation for bids is open to all Indian firms who fulfill technical qualification criteria.
- b. Bidders marked / considered by APMDP to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- c. Breach of general or specific instructions for bidding, general and special conditions of contract with APMDP or any of its user organizations may make a firm ineligible to participate in bidding process.

5.2 Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

5.3 Proposal preparation costs & related issues

- a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by facilitating the evaluation process.
- b. Will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
- c. This RFP does not commit to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.

5.4 Right to terminate the process:

- a. APMDP may terminate the RFP process at any time and without assigning any

reason. APMDP makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b. This RFP does not constitute an offer by APMDP. The bidder's participation in this process may result in short listing of the bidder.

5.5 **Preparation of Proposals:**

a. The Proposal as well as all related correspondence exchanged by the bidders and APMDP shall be written in English language, unless specified otherwise.

b. The Technical Proposals shall contain an Executive summary giving a brief overview of the manner in which the bidder proposes to achieve the outcomes and the assessment of resources required.

c. The bidder is expected to submit the financial Proposal as per the format given in Appendix II. Submission of the wrong type of Technical Proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall not include any financial information.

d. The Financial Proposal shall be prepared as per the format given in Appendix.

5.6 **Submission of Responses:**

The bidder shall submit the proposal consisting of **Technical and Financial Proposal in separate covers and all the covers shall be sealed in fourth cover super scribing as Selection of agency for "Design of House number boards, street signages, Gantry boards & development of Mobile App" for Govt. of ANDHRA PRADESH.**

a. The original proposal Technical and Financial shall contain no interlineations or overwriting, except as necessary to correct the errors made by the bidders themselves. The same authorized representative who has signed the proposal shall initial the corrections.

b. An authorized representative of the bidders shall initial all the pages of the original Technical and Financial Proposals. The authorization shall be in the form of written power of attorney accompanying the proposal and supported by any evidence that the representative has been duly authorized to sign.

c. One copy of the documents necessary for Technical Qualification as per the format given in Appendix-I, shall be submitted.

d. The bidder shall ensure that the proposal cost quoted in the Cost Break-up form (Form-C2) matches with the total cost (inclusive of taxes) quoted in the Commercial Proposal form (Form-C1).

5.7 **Bid Submission Format**

a. The entire proposal shall be strictly as per the format specified in this Invitation and any deviation may result in the rejection of the RFP proposal.

b. The documents to be submitted for **Technical Proposal** are:

i. Bid Submission Form - **Form TQ#1**

ii. General Information of the Bidder – **Form TQ#2**

iii. Relevant Project experiences– **Form TQ#3**

c. The documents to be submitted for **Commercial Proposal** are:

i. Financial Proposal Cost - **Form C#1**

ii. Financial Proposal Commercials –**Form C#2**

5.8 Venue, Deadline for submission and Late Bids

- a. Proposals must be submitted at the address given in the Document on or before the last date time given.
- b. Any proposal received by the APMDP after the above deadline shall be rejected.
- c. The bids submitted by telex/telegram/fax/e-mail, etc. Shall not be considered. No correspondence will be entertained on this matter.
- d. APMDP reserves the right to modify and amend any of the above stipulated condition/criterion depending upon assignment/project priorities vis-à-vis urgent commitments.
- e. If the outer envelope is not sealed and marked as required above, APMDP will assume no responsibility for the proposal's misplacement or premature opening.
- f. Proposal shall be submitted to:
O/o APMDP, 1st Floor, Kavyasri residency, MG Inner Ring Road, Agathavarappadu, Guntur, A.P, Pin: 522509

5.9 Short listing Criteria

- a. APMDP will shortlist bidders who meet the Technical Specifications mentioned in this Invitation to RFP.
- b. Any attempt by a Bidder to influence the bid evaluation Process may result in the rejection of its RFP Proposal.

5.10 Evaluation Process

- a. The evaluation will be 2 stages i.e.,
 1. Stage 1: Technical Evaluation
 2. Stage 2: Financial Evaluation.
- b. Financial proposal of the bidders will be opened and evaluated only for bidders who qualified in the Technical Evaluation.

5.11 Award Criteria

APMDP will award the Contract to the successful bidder whose overall score is highest would be considered it as substantially responsive as per the process outlined above.

5.12 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

APMDP reserves the right to accept or reject any proposal, and to annul the tendering process/ Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for APMDP action.

5.13 Notification of Award

- i) Prior to the expiration of the validity period, APMDP will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process/ public procurement process has not been completed within the stipulated period, APMDP may request the bidders to extend the validity period of the bid.

5.14 **Contract Finalization and award**

- i) The APMDP shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
- ii) APMDP may also like to reduce or increase the Scope of Work & Resources contract time period defined in the RFP. Accordingly total contract value may change on the basis of the rates defined in the financial proposal.

5.15 **Signing of Contract**

After the APMDP notifies the successful bidder that its proposal has been accepted, APMDP shall enter into a contract with the successful bidder, incorporating all clauses, Corrigendum and the proposal of the bidder. The Draft contract Agreement is provided in this RFP subjected to changes as per the requirements or recommendation made by APMDP at the time of entering into contract with the bidder.

5.16 **Failure to Agree with the Terms and Conditions of the RFP**

- i) Failure of the successful bidder to agree with the Draft contract Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event APMDP may award the contract to the next best value bidder or call for new proposals from the interested bidders.

5.17 **Contract Period**

The Successful bidder shall sign contract agreement with the APMDP

5.18 **Payment Terms**

- a. The Firm shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the approval of APMDP.
- b. For the purpose of payment, acceptance means; acceptance of the deliverables by the Department after submission by the Agency.
- c. If the deliverables submitted by the Agency are not acceptable to APMDP, reasons for such non-acceptance should be recorded in writing; In such case, the payment will be released to the Agency only after it re-submits the deliverable and which is accepted by APMDP.
- d. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Agency of any obligations hereunder, unless the acceptance has been communicated by the Department to the Agency in writing and the Agency has made necessary changes as per the comments/ suggestions of the Department communicated to the Agency.

General Instructions to bidders

5.19 **Definitions**

- a. Tender call or invitation for bids means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
- b. Specification means the functional and technical specifications or statement of work, as the case may be.

- c. Firm means a Company, Authority, Society, Trust, Co-operative or any other Organization incorporated under appropriate statute as is applicable in the country of incorporation.
- d. Technical bid means that part of the offer that provides information to facilitate assessment by APMDP, professional, technical and financial standing of the bidder, conformity to specifications etc.
- e. Financial Bid means that part of the offer, that provides price schedule, total project costs etc.
- f. Two Stage Bid means the Technical bid and financial bids submitted and their evaluation are sequential.
- g. Composite bid means a bid in which the technical and financial parts are combined into one but their evaluation is sequential.
- h. Goods and services mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
- i. The word goods when used singly shall mean the hardware, firmware component of the goods and services.

5.20 **General Eligibility**

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

5.21 **Bid forms**

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

5.22 **Cost of bidding**

- a. The bidder shall bear all costs associated with the preparation and submission of its bid, and APMDP will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- b. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding

documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

- c. The participating bidder should purchase the document and enclose a receipt of the same with the bid document.

5.23 Clarification of bidding documents

- a. A prospective Firm /bidder requiring any clarification of the bidding documents may notify APMDP contact person. Written copies/ e-mail of the APMDP response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- b. The concerned person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the closure of date and time for seeking clarification mentioned in tender call notice. It is further clarified that APMDP shall not entertain any correspondence regarding delay or non-receipt of clarification from APMDP.

5.24 Amendment of bidding documents

- a. At any time prior to the deadline for submission of bids, APMDP, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
- b. All prospective bidders those have received the bidding documents will be notified of the amendment and such modification will be binding on all bidders.
- c. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the APMDP, at its discretion, may extend the deadline for the submission of bids.

5.25 Period of validity of bids

Bids shall remain valid for the 30 days or duration specified in the bid document, after the date of the financial bid opening prescribed by APMDP. A bid valid for a shorter period shall be rejected as non-responsive.

5.26 Submission of bids

The bidders shall submit all the bids i.e., Technical and Financial Bids

5.27 Deadline for submission of bids

- a. Bids must be submitted physically not later than the bid submission date and time specified in the Bid Data Sheet.
- b. The APMDP may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the APMDP and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

5.28 Late bids

Any bid not received by the APMDP contact person by the deadline for submission of bids will be rejected and returned unopened to the bidder.

5.29 **Preparation of financial bid**

a. Overview of financial bid

The financial bid should provide cost calculations corresponding to each component of the project. The bidder shall indicate Basic Prices and taxes, duties etc.

5.30 **Suspension of Work**

The Agency shall, if ordered in writing by APMDP representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Agency shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the implementation agency, if request for same is made and that the suspension was not consequent to any default or failure on the part of the implementation agency. In case the suspension of works is not consequent to any default or failure on the part of the implementation agency and lasts for a period of more than 3 months, the Agency shall have the option to request the APMDP to terminate the Contract with mutual consent

5.31 **Force majeure**

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

5.32 **Terminate the Contract**

- a.** Retain such amounts from the payment due and payable by APMDP to the Agency as may be required to offset any losses caused to APMDP. Nothing herein shall effect the continued obligation of the Agency / other members of its Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

5.33 **Termination**

- a.** APMDP may terminate this contract in whole or in part by giving the Agency prior and written notice indicating its intention to terminate the Contract under the following circumstances:
 - Where it comes to APMDP attention that the Agency (or the implementation agency's Team) is in a position of actual conflict of

interest with the interests APMDP in relation to any of terms of the implementation agency's bid, the tender or this Contract

- Where the Agency ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter alia the filing of any bankruptcy proceedings against the implementation agency, any failure by the Agency to pay any of its dues to its creditors, the institution of any winding up proceedings against the Agency or the happening of any such events that are adverse to the commercial viability of the implementation agency. In the event of the happening of any events of the above nature, APMDP shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor implementation agency/Agency, and to ensure business continuity
- Termination for Default: APMDP may at any time terminate the Contract by giving 30 days written notice to the implementation agency without compensation to the implementation agency in the event of default on the part of the Agency which may include failure on the part of the Agency to respect any of its commitments with regard to any part of its obligations under its bid, the tender or under this contract.

5.34 Termination for insolvency

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

5.35 Termination for convenience

- a. The APMDP, may at any time by giving 30 days written notice to the Bidder/bidder, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the APMDP/Purchaser's convenience, the extent to which performance of the Bidder/bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. The client may in the following events after giving a prior notice and conducting investigations if required, terminate the contract forfeiting the bid security and any sums due for payment to the Vendor:-
 - If the Bidder becomes Bankrupt or financially insolvent during currency of the contract.
 - If it is found that the bidder has been convicted for any unlawful activities.
 - If it is found that bidder has made gross misconduct or involved in practices injurious to the image and interest of the client or has failed in performing his duties as per contract.

5.36 Exit management Plan

- a. The successful bidder will hand over the Systems & other items of the project, as a part of deliverables of and the documents related to at any

time if department demands for transfer of the whole maintenance and operational support and web site to any other Agency, the bidder shall help in smooth transition.

- b. At the time of exit the successful bidder shall submit all latest documentation in soft and hard copies as case may be

5.37 Right of Monitoring, Inspection and Periodic Audit

The APMDP shall have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by APMDP and the Agency undertakes to cooperate with and provide to the APMDP any other agency appointed by APMDP, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Agency failing which the client may without prejudice to any other rights that it may have issue a notice of default.

5.38 Risk Management

Agency shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed under this contract. The Agency shall underwrite all the risk related to its personnel deputed under this contract as well as equipment and components and any other belongings or their personnel during the entire period of their engagement in connection with this contract and take all essential steps to reduce and mitigate the risk APMDP will have no liability on this account.

5.39 Resolution of disputes

- a. The APMDP and the Bidder/bidder 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.
- b. If, after thirty (30) days from the commencement of such informal negotiations, the APMDP and the Bidder/bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
- c. The dispute resolution mechanism shall be as follows:
- d. In case of a dispute or difference arising between the APMDP and the Firm /bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

5.40 Arbitration (As per the State Government Rules)

- a. The selected implementing agency shall indemnify state against all third party claims arising out of a court order or arbitration award for infringement of patent, trademark / copy right arising from the use of the supplied services or any part thereof.
- b. In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the same

shall be referred to "The APMDP, Andhra Pradesh" for final decision and the same shall be binding on all parties.

- c. Any other terms and conditions, mutually agreed prior to finalization of the order / agreement shall be binding on the selected implementing firm.
- d. The Selected Agency and APMDP shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in Machilipatnam, Andhra Pradesh, India.

5.40.1 Confidentiality and Intellectual Property Rights (IPR)

a. Confidentiality

- The selected Bidder must maintain absolute confidentiality of the documents/ maps/ tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.
- The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- The Bidder must remove/ destroy the entire data from his custody after completion of the contract period. If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.
- **Bidder** shall not disclose to any one, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

b. Intellectual property rights

- The parties agree that the final output dashboard or visualization, by whatever name it may be called, that will be generated during the course of rendition of service will belong to APMDP. The parties acknowledge and agree that all work products and all intellectual property rights relating to the software platform including, but not limited to reports, curricula, specifications, outlines, drafts, software, map based infrastructure, shape files, source code and any other materials in any medium, which are

prepared and/or developed by Agency are the sole and exclusive property of the Agency provided it is licensed to APMDP

c. Use of documents and Information

- The bidder shall not, without prior written consent from APMDP, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the APMDP in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- The bidder shall not, without prior written consent of APMDP, make use of any document or information made available for the project, except for purposes of performing the Contract.
- The vendor will have to submit source code required documentations to APMDP. Will have full rights over the source code and IPR shall belong to APMDP and vendor will not possess any rights. On changes in the source code or documentation the vendor will have to provide source code/ documentation to APMDP from time to time.

d. Indemnification

- The Vendor shall, at its own expense, defend and indemnify the Client against all third-party claims of infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in the Client's country.
- The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Client is required to pay compensation to a third party resulting from such infringement, the SSP shall be fully responsible thereof, including all expenses and court and legal fees.
- The Client will give notice to the Vendor of any such claim without delay and shall provide reasonable assistance to the Vendor in disposing of the claim.

6 Model Form of Contract Agreement

This **contract agreement** is made on the [insert: **number**] day of [insert: **month**], [insert: **year**].

Between

- (1) [insert: **Name of Client**], (hereinafter called "the Client"), and
- (2) [insert: **name of the bidder**], (hereinafter called "the bidder").

Whereas the Client desires to select an Agency for Integration of Various existing Dashboards of APMDP, Govt. of Andhra Pradesh and have agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Article 1 - Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between APMDP and the Firm, and each shall be read and construed as an integral part of the Contract:

This Contract Agreement and the Appendices attached to the Contract Agreement.

- (a) Notification of Award
- (b) The Bid and Price Schedules submitted by the bidder
- (c) Special Conditions of Contract
- (d) General Conditions of Contract
- (e) Bid document with modification if any
- (f) Any other documents

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in RFP

1.3 Definitions (Reference GCC Clause 1)

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

2. Article 2 - Contract Price and Terms of Payment

2.1 Contract Price

The Client hereby agrees to pay to the Vendor as amount of

Rs.Xxxx/- for the resources mentioned in the Commercial Form. The Contract Price in consideration of the performance by the Vendor of its obligations under the Contract.

3. Article 3 - Effective Date for Determining Time for Operational Acceptance

3.1 *Effective Date*

The time allowed for execution, delivering deliverables and Acceptance of the same should be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Client and the Vendor;

4. Article 4 – Jurisdiction

- 4.1. Any legal proceedings arising out of the agreement shall be subject to the appropriate court in Vijayawada.

5. Article 5 – Appendixes

- 5.1. The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.
- 5.2. Reference in the Contract to any Appendix shall mean the Appendixes attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

IN WITNESS WHERE OF APMDP and the Selected Firm has caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Client (Purchaser)

Signed: _____

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

For and on behalf of the Vendor

Signed: _____

In the capacity of [*insert: **title or other appropriate designation***]

in the presence of _____

Place:

Signature with seal

Date:

7 Technical Specifications Forms

Name of the Bidder:

7.1 Technical Evaluation Form:

Sno	Description	Supporting Documents	Compliance (Y/N)
1	Legal Entity: Legal Entity: Company shall be registered under Companies Act, 1956 in India and should have been in the business at least for 3 financial years as on bid calling date.	Incorporation Certificate, Date of Incorporation	
2	The turnover of the firm must be at least Rs. 18, 00,000/- (Eighteen Lakhs) in one of the three financial years 2015-2016, 2016-2017 & 2017-18 in India. The bidder should submit IT returns to support the claim	IT Returns, audited Balance sheet and Profit & Loss,	
3	The bidder shall not have been black listed by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government. Self-Certificate declaring that the bidder is not black listed by any Central/ State Govt. Department to be enclosed.	A self-certified letter by the designated official.	
4	The bidder needs to be registered with PAN and PAN number details to be provided	PAN registration Number details to be provided.	

8 APPENDIX I - Proposal Submission Forms

8.1 Check List -Compliance/ Agreed/ Enclosed/ Deviation Statement

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

Sl.No	Bid document reference	Remarks
1.	Form TQ#1	
2.	Form TQ#2	
3.	Form TQ#3	
4.	Form C#1	
5.	Form C#2	

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

Place:

Date:

Bidder's signature
and seal

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

8.2 Bid Letter Form - Form - TQ1

Name of the Project:

From:

(Registered name and address of the bidder.)

To:

The Project Director, APMDP
Guntur
Government of Andhra Pradesh

Sir,

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

Project title:

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an estimated sum proposed in the Financial Bid in accordance with the schedule of prices attached herewith and coverage options made by APMDP or its user organization.

If our bid is accepted, we undertake to:

1. Provide services/ execute the work according to the time schedule specified in the bid document,

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

Place:

Date:

Bidder's signature
and seal.

8.3 **Form TQ#2 - General Information of Bidder**

1	Name of the Agency	:	
2	PAN No.	:	
3	Address for correspondence	:	
6	Name & e-mail id, phone number, fax of the Contact Person with address	:	Name: Mobile/ Phone: Fax: Email: Address:
8	Web-Site	:	

Place:

Date:

Bidder's signature
and seal.

8.4 **Form TQ#3- Project Experience**

Description of Project:	Supporting Documents
Name of the Client / Department	
Contact address & details of the department	
Value of the Project	
Date of Start of Work	
Date of Completion of Work	
Description of Work	
Bidder should submit the Work order from client dept. as supporting documents.	

Note:

1. Please submit supporting documents to support the claim
2. Please attach certificate from the client for the successful implementation of project.
- 3. Submit One form for each project**

Place:

Date :

Bidder's signature
and seal.

APPENDIX- II - Commercial Proposal Submission Forms

8.5 Form C#1 - Commercial Proposal Submission Form

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the Services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date], and our Technical Proposal.

Our attached Financial Proposal is for the sum of [**Insert amount(s) in words and figures**] exclusive of all taxes.

We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

8.6 **Form-C#2 - Commercial Form**

S No	DESCRIPTION	Price quoted by the agency in INR only
(a)	(b)	©
1.	Design of Way Finding Communication System	
2.	Design of House Number Boards	
3.	Design of Street Signages	
4.	Design of Gantry Boards	
5.	Development of Mobile application layout & content	
6.	Development of website layout & content	
7.	Total	
8.	GST	
9.	Grand Total	

Note:

1. The team shall work for the department from APMDP or Designated location as informed by APMDP.
2. APMDP reserves it right to alter the scope (increase quantity/ remove certain items).
3. All other tasks pertinent to the contract even though may not have been mentioned in the bid document are assumed to have been included in the work.
4. Deduction of taxes at source will be made as per applicable laws from the payments to be made to the vendor.
5. Bids will be evaluated including Taxes.

Place :

Date :

**Bidder's signature
and seal.**

--End of Document --