



GOVERNMENT OF ANDHRA PRADESH

ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED



REQUEST FOR PROPOSAL

Engaging an Agency for Supply of UHF RFID Tags (Per Usage Basis) along with associated hardware setup for RFID-Based Scanning, Tracking and Traceability of Food Grain Packaging {Jute Bags} in Andhra Pradesh Region for a period of 5 years

RFP No: FCS51/16021/3 /RFID/2026, Dated: 11.10.2026

ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED

Head Office:10-152/1, Sri Sai Towers,

Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007

NOTICE INVITING TENDERS (NIT)**RFP No:FCS51/16021/3 /RFID/2026, Dated: .10.2026**

S.N o.	Particulars	Details
1.	Department Name	: ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED (APSCSCL)
2.	Tender Number	: RFP No: FCS51/16021/3 /RFID/2026
3.	Link to AP E-Procurement Website	: https://apeprocurement.gov.in
4.	Tender Subject	: RFP for Engaging an Agency for Supply of UHF RFID Tags along with associated hardware setup for RFID-Based Scanning, Tracking and Traceability of Food Grain Packaging {Jute and HDPE Bags} in Andhra Pradesh Region for a period of 5 years
5.	Type of Selection	: Quality & Cost Based Selection (80:20)
6.	Tender Type	: Open Competitive Bidding
7.	Contract Period	: 60 months from the date of agreement
8.	Authority	: VC & MD, APSCSCL, Kanuru, Vijayawada ("herein after referred as Client/Authority ")
9.	Bid Validity	: 90 days from the date of Bid submission
10.	Bid Security (EMD)	: INR 05 Lakhs The payment shall be made by way of NEFT/RTGS or by irrevocable bank guarantee with validity period of 180 days from the last date of bid submission from any Govt. Banks/ Nationalized Banks/ Public Sector Banks/ Scheduled banks in the prescribed format in favor of ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED (APSCSCL) represented by its VC & MD: Name of the Bank : State Bank of India Branch : M.G.Road Branch, Vijayawada Account Number : 37270582042 IFSC Code : SBIN0016857 Beneficiary Name: ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED (APSCSCL) (Or) Payment through AP e-Procurement website
11.	BID processing fee (Non-refundable)	: INR 25,000 (online payment on e-procurement portal)
12.	APTS Transaction Fee (Non-refundable)	: 0.03% on total cost + GST as applicable
13.	Performance Security	: 10% of winning contract value in the form of Performance Bank Guarantee from a scheduled commercial bank in India, valid till 06 months after

			completion of the intended project
14.	Schedule download start date & Time	:	12.10.2026, 3.00PM onwards
15.	Pre-bid Meeting Date, Time and Place	:	16.10.2026,3.00PM@ APSCSCL Office, Vijayawada(Hybrid mode)
16.	Schedule download closing Date& time	:	31 .10.2026, upto 5.00 PM
17.	Proposal submission closing Date & time	:	02.11.2026 @11.00AM
18.	Technical Proposal Opening Date (Technical Bid stage) & time	:	02.11.2026 @3.00 PM
19.	Price Proposal opening Date & time	:	05.11.2026 @3.00PM
20.	Place of Proposal opening	:	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007.
21.	Officer Inviting Proposal	:	<i>The VC & MD, APSCSCL, (Kanuru, Vijayawada), Andhra Pradesh, through the Officer-in-charge, APSCSCL, as the Tender Initiating Authority (TIA), representing the Governor of Andhra Pradesh</i>
22.	Address	:	O/o VC & MD, Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007
23.	Contact Details (for any clarifications regarding the RFP till the bid due date)s	:	Email: it-coordinator@ap.gov.in
24.	Point of Contact (POC) for procurement related grievances	:	Email: 9666905283
25.	Note	:	The bidder has to upload the scanned copy of online transfer acknowledgment /Bank Guarantee/ Insurance Surety Bond along with the bid.
26.	Joint Venture / Consortium	:	Not Allowed

Note: 1. Bid security (EMD) shall be paid by means of an unconditional and irrevocable bank guarantee, valid for six months from the last date prescribed for submission of tenders in favor of ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED (APSCSCL), Vijayawada or through NEFT to the bank particulars given as above

2. EMD of unsuccessful bidder shall be returned upon signing of agreement by successful bidder. EMD of successful bidder shall be returned after confirmation of the Performance Bank Guarantee by the banks.

CONTENTS

PROCEDURE FOR e-TENDERING REGISTRATION.....5

VOLUME I: SCOPE OF SERVICES.....6

VOLUME II: INSTRUCTIONS TO BIDDERS (ITB).....25

VOLUME III: BID DATA SHEET (BDS) AND FORMS.....49

VOLUME IV: GENERAL CONDITIONS OF CONTRACT.....70

PROCEDURE FOR e-TENDERING REGISTRATION

Notice for Inviting Tenders (NIT)

Name of Assignment: RFP for Engaging an Agency for Supply of UHF RFID Tags (Per usage basis) along with associated hardware setup for RFID-Based Scanning for Tracking and Traceability of Food Grain Packaging {Jute and HDPE Bags} in Andhra Pradesh Region for a period of 5 years.

ACCESSING / PURCHASING OF BID DOCUMENTS

- (i) It is mandatory for all applicants to have Class-III digital signature certificate (in the name of person who will sign the application) (with both Signing and Encryption Certificate) from any of the licensed certifying agency ("**CAs**") {Applicants can see the list of licensed CAs from the link www.cca.gov.in} to participate in e tendering.
- (ii) To participate in the submission of Bids against the RFP, it is mandatory for the Bidders to get themselves registered with the <https://apeprocurement.gov.in> and to have user ID & password which has to be obtained by submitting an annual registration charges. The online payment facility for the submission of registration fee and tender processing fee, which is payable to E-Tender service provider on e-Tender portal <https://apeprocurement.gov.in>
- (iii) The RFP can be viewed / downloaded from the <https://apeprocurement.gov.in>. The following may be noted:
 - A. Applications can be submitted only during the validity of registration with the <https://apeprocurement.gov.in>
 - B. The amendments /clarification to the RFP, if any, will be posted on the <https://apeprocurement.gov.in>
 - C. If the Applicant has already registered with the <https://apeprocurement.gov.in> and validity of registration has not expired, then such Applicant does not require fresh registration.

VOLUME I: SCOPE OF SERV

1. INTRODUCTION

1.1. Andhra Pradesh State Civil Supplies Corporation Ltd (APSCSCL)

The Andhra Pradesh State Civil Supplies Corporation Ltd. is a State Agency appointed by the State Government to carry out paddy procurement operations, getting it milled and carry out its distribution to the entitled beneficiaries, through Fair Price Shops. It is the responsibility of the Corporation to undertake transportation, storage and delivery of the stocks under PDS at the door steps of the Fair Price Shop Dealers.

APSCSCL is supplying rice to PDS, Mid Day Meal (MDM), Hostels and Other Welfare Institutions as per the allotment communicated by the GOI and GOAP.

The Corporation has hosted integrated website www.apscscl.in with all the information. As there are different stages involved in handling the Rice filled Gunny Bags procured for DCP operations, the details of each bag are required to be captured at all stages and is to be integrated with the App developed in coordination with TCS & NIC teams.

Hence, APSCSCL has undertaken an initiative to ensure that every bag containing Food grain is tagged with a unique RFID tag capturing critical information and enabling monitoring to promote transparency and traceability of bags.

The objective is to establish a technology-enabled system for end-to-end tracking and traceability of Food grain bags through the use of uniquely identifiable RFID tags. The initiative aims to ensure traceability of Food grains from CMR and go-downs through storage and transportation up to Fair Price Shops (FPS), thereby improving transparency, strengthening quality control, and enhancing operational efficiency. Further, by embedding Cost Sheet Numbers (CSN) within RFID tags, the system will facilitate in automatic generation of subsidy claims and billing through the SCAN portal.

In this context, the subject Request for Proposal (RFP) is issued for Engaging an Agency for Supply of UHF RFID Tags along with associated hardware setup for RFID-Based Scanning, Tracking and Traceability of Food Grain Packaging {Jute and HDPE Bags} in Andhra Pradesh Region for a period of 5 years. APSCSCL is looking for vendors who have experience in delivering above type of services to the Government Departments. The detailed scope of the subject work is illustrated in the subsequent sections of this document.

1.2. Background:

Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL) procures paddy from farmers through designated Paddy Procurement Centers (PPCs). The procured paddy is allotted to ~1900 empanelled Rice Mills for Custom Milling. After milling, the rice is packed in 50 kg gunny bags conforming to Government of India quality specifications.

The Custom Milled Raw Rice (CMR) is transported from the rice mills to ~140 Buffer Go-downs located across the State. Based on monthly allocations, the rice is subsequently moved from the Buffer Go-downs to Mandal Level Stock (MLS) Points, where it is stored temporarily for distribution.

Finally, the rice is transported from the MLS Points to Fair Price (FP) Shops to distribute under the Public Distribution System (PDS) or other schemes as desired by the government.

1.3. Over view of Operational Flow Chart:

The UHF RFID-based tracking and traceability system shall enable real-time monitoring of Food grain bags throughout the APSCSCL supply chain. The operational workflow shall be as follows:

Stage 1: CMR – Tagging, Activation and Dispatch

- The tags shall be received at the designated Buffer Godowns, Rice Mills, or any other locations as directed by APSCSCL, and shall thereafter be issued to the respective Rice Millers.
- The Rice Millers shall affix the tags to the gunny bags at the time of CMR delivery to the Buffer Godowns. The tagged bags shall subsequently be moved through the designated supply chain, from Buffer Godowns to MLS points and thereafter to Fair Price Shops (FPS), for distribution to beneficiaries.
- The successful bidder shall ensure that every tag is properly activated, and successfully scanned before dispatch.
- During the initial scan, the system shall capture and upload details including:
 - o Unique RFID Tag ID
 - o Cost Sheet Number (CSN)
 - o Miller Code and Name
 - o District
 - o Commodity and Variety
 - o Date and Time of Packing
 - o Lot/Batch Number
 - o User ID
 - o GPS Coordinates (where applicable) and other information desired by APSCSCL

Stage 2: RFID Scan Recording

- RFID scanners shall record scan details locally on the device. The bidder shall provide the scanner's standard export/download facility (where available).
- All transaction records shall be securely stored and made available for real-time monitoring and reporting.

Stage 3: Transportation

- Tagged Food grain bags shall be scanned and loaded onto transport vehicles for movement from Mill to Buffer Go-downs.
- The bidder's solution shall capture vehicle and grain bag loading details along with all the respective attributes and support integration of vehicle and grain bag information and GPS data, wherever available.

- Transit records shall be linked with the corresponding RFID Tag IDs to ensure complete movement traceability.

Stage 4: Receipt at Buffer Go-downs

- Upon arrival at the Buffer Go-down, all tagged bags shall be scanned using RFID handheld / portable readers.
- The system shall verify the receipt of each bag against the dispatch records generated at the mill.
- Any shortages, excess quantities, damaged tags, or mismatches shall be automatically flagged for verification.
- Approximately 140 Buffer Go-downs shall be covered under this stage.

Stage 5: Storage and Inventory Management

- Tagged bags shall be stacked onto the platform and the scanners shall be able to capture the information of the tags on the platform pertaining to each consignment without having to scan each bag.
- The application shall maintain a digital inventory, recording the location and movement history of each tagged bag.
- Inventory data shall be synchronized with the APSCSCL application and reflected in centralized dashboards.

Stage 6: Movement to Mandal Level Stock (MLS) Points

- During dispatch from Buffer Go-downs or Storage Stack Points, all tagged bags shall be scanned before loading.
- On receipt at the MLS Point, the bags shall again be scanned to confirm successful delivery.
- The system shall capture receipt and dispatch transactions at each MLS Point.
- Approximately 290 Mandal Level Stock (MLS) Points shall be covered under this stage.

Stage 7: Receipt at Fair Price Shops (FPS)

- Tagged bags dispatched from the MLS Points shall be transported to Fair Price Shops.
- Upon receipt, scanners should be able to capture entire information pertaining to bags stacked in 3-4 rows, using the designated handheld / portable reader or mobile-enabled scanning solution.
- The final scan at the Fair Price Shop shall complete the end-to-end traceability lifecycle of the tagged bag.
- Approximately 30,000 Fair Price Shops shall be covered under this stage.

Stage 8: Monitoring, Reporting and Traceability

The scanning activity shall provide a physical record of RFID tag reads at the designated checkpoints. Consolidation and analysis of scan records, if required, shall be carried out by APSCSCL.

The solution shall support:

- Supply and deployment of required RFID tags, RFID readers/scanners and accessories for bag identification and scanning.
- Real-time inventory visibility.
- Vehicle-wise movement tracking (where GPS data is available).
- Rice Mill-wise, Buffer Godown-wise, Storage Stack-wise, MLS-wise, and Fair Price Shop-wise transaction monitoring.
- Exception reporting for missing, duplicate, damaged, or unreadable tags.
- Audit trails for every transaction.
- Automatic linkage of Cost Sheet Numbers (CSNs) for subsidy claim generation and billing through the SCAN Portal.
- MIS reports and analytics for operational monitoring and decision-making.

2. SCOPE OF WORK:

- 2.1. The Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL) invites bids from eligible bidders for the Supply of UHF RFID Tags (per usage basis) along with associated hardware setup for RFID-Based Scanning, Tracking and Traceability of Food Grain Packaging {Jute and HDPE Bags} in Andhra Pradesh Region for a period of 5 years.
- 2.2. The UHF RFID Tags along with associated hardware setup shall facilitate end-to-end tracking and traceability of Food grain bags throughout the APSCSCL supply chain, from CMR through Buffer Go-downs, Storage Points, Mandal Level Stock (MLS) Points, and up to Fair Price (FP) Shops under the Public Distribution System (PDS) and other Government welfare schemes.
- 2.3. The successful bidder shall provide UHF RFID Tags (per usage basis) along with associated hardware setup and configuration thereof, conforming to the technical specifications prescribed in this RFP and shall establish the complete scanning ecosystem required for enabling end-to-end traceability of Food grain bags.
- 2.4. The scope of work shall include, but not be limited to, the following:
 1. Design, manufacture, encoding, quality testing, supply, and delivery of UHF RFID tags suitable for tagging onto jute and HDPE Food grain bags.
 2. Deployment, installation, commissioning, operation, maintenance, and replacement, wherever required, of all associated infrastructure, including RFID readers/scanners, handheld / portable devices, accessories, networking equipment, power backup systems, charging facilities, and any other hardware necessary for uninterrupted scanning operations.
 3. Supply, installation, configuration, testing and commissioning of RFID readers/scanners and associated accessories required for scanning operations.

4. Deployment of adequately trained technical manpower for supervision and field support at all designated locations to ensure successful tagging, scanning, synchronization, and monitoring throughout the contract period- One man power to be positioned at each district(28Man power)
5. Enablement of scanning operations at all designated checkpoints, including approximately:
 - o Rice Mill;
 - o Buffer Go-downs;
 - o Storage Points as notified by APSCSCL;
 - o Mandal Level Stock (MLS) Points; and
 - o Fair Price (FP) Shops.
6. The successful bidder shall make all necessary arrangements to ensure **100% scanning** of UHF RFID Tags at every designated checkpoint. The bidder shall deploy sufficient manpower, equipment, and technical resources to achieve uninterrupted scanning operations throughout the contract period.
7. The bidder shall ensure that every tag is securely Fixed, properly activated, and successfully scanned before dispatch of the bags from the CMR.
8. The bidder shall ensure successful scanning of all tagged bags during receipt and dispatch operations. Scan data shall be retained on the scanner/device in its standard storage format for a period of 2 years after the procurement season is completed.
9. The bidder shall provide scanner-generated scan logs/records and basic device-level reports, wherever supported by the supplied equipment.
10. The bidder shall provide comprehensive training to APSCSCL officials, Millers, Handling & Transportation Agents (HTAs), Buffer Go-down staff, Storage Stack personnel, MLS point staff, Fair Price Shop dealers, and other stakeholders on the operation and maintenance of the solution.
11. The bidder shall be solely responsible for the safety, security, insurance, upkeep, maintenance, and protection of all hardware, networking equipment, and other infrastructure deployed under the project throughout the contract period.
12. The bidder shall provide preventive maintenance, corrective maintenance, replacement of defective equipment and tags, device firmware updates, technical support, and field-level assistance for the entire duration of the contract.
13. Payment to the successful bidder shall be based on the payment schedule indicated in this RFP.
14. Upon completion of the pilot project, the successful bidder shall submit a comprehensive **Project Review Report** containing details of implementation, read accuracy, scan success rate, operational efficiency, infrastructure utilization, process flow, cost implications,

scalability assessment, lessons learnt, recommendations for state wide rollout, and scope for further improvements soon after completion of Pilot Project.

15. The successful bidder shall take end-to-end responsibility for the RFID tags, RFID readers/scanners and scanning-related hardware, including installation, commissioning, training and maintenance.
16. All RFID tag data and scan records generated through the supplied devices and under the project **shall be the property of APSCSCL**. The bidder shall provide exported scan records in the standard format supported by the equipment.
17. RFID Tags cycle (rice mill-buffer go-down, MLS Points & FPshop) to be protected i.e., i) once the entire cycle is completed, the RFID tag data has to be archived with safe storage for a period of one year from the completion of a particular KMS season and to be kept for re-use ii) In case of any misplacement / damage etc. of the RFID tag at any stage of cycle, the same has to be replaced by the bidder.
18. The successful bidder shall be responsible for collecting the tags from the respective MLS points and delivering them to the designated Buffer Godowns. In cases of inter-district movement of tags, the bidder shall also be responsible for coordinating and collecting the tags from the concerned districts and ensuring their delivery to the designated Buffer Godowns, as directed by APSCSCL.

2.5. MISPLACEMENT OF TAGS

In the event of tag(s) not appearing / tracing in the cycle for more than 3 months, such tag(s) will be treated as MIS-PLACED(, *damaged due to operational / maintenance issues etc.* tags and the respective costing on recoupment of the tags with same specifications and quality shall be the responsibility of respective partner of the cycle i.e., rice mill / buffer go-down / Mandal Level Stock Point / Fair Price Shop etc. and such replacement shall be within the 30 days of receipt of instruction from the department. **The cost determined through the tendering process shall be the basis for recovery.**

3. Technical Specifications of UHF RFID Tags and CMD Multi-Device RFID System

The successful bidder shall supply, install, configure, commission and maintain UHF RFID tags and the RFID scanning equipment in accordance with the minimum technical specifications below.

The proposed UHF RFID should have the following specifications:

- UHF RFID reader with 4–6 meters reading range
- RFID Tag with inlay of around 10m reading range, push lock and magnetic unlocking and then possible record location, user details, time stamp etc. at rice mills, go-downs and FP Shops
- Integrated **4G LTE communication module with GPS** functionality to upload data to cloud with current location
- **7-segment LED display** for real-time tag count visualization
- **Buzzer audio alert** for tag detection confirmation

- **Magnetic tags unlock mechanism**
- **UHF RFID reader (connect to Mobile)** for handheld operations

3.1 UHF RFID Tag Specifications

The UHF RFID tag shall be suitable for tagging onto jute and HDPE Food grain bags and shall be durable for storage, transportation, handling, loading, unloading and distribution. The tag shall support end-to-end traceability and shall be mapped to the relevant transaction/location/user/time information in the APSCSCL application.

Sl. No.	Parameter	Minimum Specification
1	Tag Type	Passive UHF RFID tag suitable for Food grain bag tagging
2	RFID Standard	ISO/IEC 18000-63 / EPCglobal UHF Gen2 v2
3	Frequency	ETSI / India UHF band: 865–868 MHz
4	Reading Range	● UHF RFID reader with 4–6 meters reading range ● RFID Tag with inlay of around 10m reading range, push lock and magnetic unlocking and then possible record location, user details, time stamp etc at rice mills, go-downs and FP Shops
5	Read/Write Capability	Read/Write as supported by EPC Gen2 standard
6	Memory	EPC, TID and User Memory, as applicable
7	Anti-Collision	Supported
8	Data Retention	Minimum 10 years
9	Tag Dimensions	Length: 65 mm; Width: 30 mm; Height: 60 mm (approximately)
10	Lock / Unlock	Push-lock / magnetic unlocking mechanism, with each tag mapped to credentials
11	Security	Encrypted communication (AES-128/256)
12	Mounting	Suitable for secure tagging / attachment to jute and HDPE Food grain bags
13	Operational Conditions	Suitable for Indian climatic and normal Food grain supply-chain conditions

3.2 CMD Multi-Device UHF RFID Reader Specifications

Sl. No.	Parameter	Minimum Specification
1	RFID Reader	CMD – Multi Device UHF RFID Reader

2	Air Interface Protocol	EPCglobal UHF Gen2 v2 / ISO 18000-63
3	Frequency Range	ETSI: 865–868 MHz
4	Reading Range	4–6 metres
5	Transmit Power	10–33 dBm (PoE+); 10–30 dBm (PoE)
6	Receive Sensitivity	-93 dBm typical
7	Tag Read Speed	≥ 200 on-site tags per second
8	Interface	RS485 / UART / Ethernet
9	Power Supply	12 V DC, < 2 A
10	Network / Communication	Integration with local network and cloud/server through supported Ethernet/serial interfaces

3.3. 4G LTE + GPS Module Specifications

Sl. No.	Parameter	Minimum Specification
1	Network Support	LTE Cat 1 / Cat 4, with fallback to 3G/2G
2	GPS Accuracy	< 2.5 m CEP
3	SIM Interface	Micro/Nano SIM slot
4	Antenna	External SMA connectors for LTE and GPS
5	Data Protocols	TCP/IP, MQTT, HTTP/HTTPS
6	Power Supply	5–12 V DC, < 1 A

3.4-Segment LED Display Specifications

Sl. No.	Parameter	Minimum Specification
1	Display Type	4-digit 7-segment LED
2	Digit Height	≥ 0.56 / 1 inch
3	Interface	Microcontroller-driven (SPI/I2C/parallel)
4	Functionality	Real-time RFID tag count display
5	Brightness	≥ 500 cd/m ² , adjustable
6	Power Supply	5 V DC

3.5 Buzzer Audio Alert Specifications

Sl. No.	Parameter	Minimum Specification
1	Alert Type	Audible buzzer integrated with RFID reader
2	Functionality	Triggered on successful tag read
3	Sound Level	≥ 85 dB
4	Power Supply	5 V DC

3.6 Controller, Enclosure and Power Backup

Sl. No.	Parameter	Minimum Specification
1	Controller	ARM Cortex-M / STM32
2	Data Logging	Local SD card + cloud synchronization through 4G
3	Enclosure	IP65-rated weatherproof casing
4	Operating Temperature	-20°C to +70°C
5	Power Backup	Li-ion battery with 4–6 hours backup

3.7 Compliance Standards

Sl. No.	Parameter	Minimum Specification
1	Frequency Compliance	ETSI/FCC regional frequency regulations, as applicable
2	Electrical Safety	CE / RoHS certified components

3.8 Handheld / Portable UHF RFID Reader Specifications

Sl. No.	Parameter	Minimum Specification
1	Device Type	Portable UHF RFID reader for handheld operations
2	Reading Range	1–2 metres
3	Connectivity	Bluetooth / Wi-Fi / 4G
4	Integration	Direct synchronization with mobile application for transmitting data to server

5	Dimensions	Height: 20 mm; Width: 80 mm; Length: 80 mm
---	------------	--

3.9 Controller, Enclosure and Power Backup

Sl. No.	Parameter	Minimum Specification
1	Controller	ARM Cortex-M / STM32
2	Data Logging	Local SD card + cloud synchronization through 4G
3	Enclosure	IP65-rated weatherproof casing
4	Operating Temperature	-20°C to +70°C
5	Power Backup	Li-ion battery with 4–6 hours backup

3.10 Compliance Standards

Sl. No.	Parameter	Minimum Specification
1	Frequency Compliance	ETSI/FCC regional frequency regulations, as applicable
2	Electrical Safety	CE / RoHS certified components

3.11 Magnetic Tag & Unlock Tool

- **Tag Details:** Length:75mm, Width:26mm, Height:42mm
- **Magnetic Unlock mechanism:** Each tag mapped with credentials.
- **Security:** Secured communication.

3.12 Hardware Deliverables

- Supply of complete UHF RFID hardware set including CMD Multi-Device UHF RFID Reader, UHF RFID tags, 4G LTE + GPS module, display, buzzer, controller, enclosure, power supply and required accessories.
- Supply of **portable / handheld / Mobile UHF RFID reader** units for field scanning operations.
- Installation, configuration, integration, testing, training and commissioning at designated locations.
- User manuals, technical documentation, configuration details and maintenance documentation.
- Minimum 1-year comprehensive warranty for supplied hardware, or the warranty period specified elsewhere in the RFP, whichever is higher.
- Keeping at least 10% buffer stock of the entire setup with the agency and to replace any item on cost-to-cost basis within 3 working days of issue of work order in case of any physical / operational damage occurred to the product at the time of transportation, loading-unloading, operation etc.

3.13 Sample Design

The successful bidder shall submit the proposed artwork and physical samples of the UHF RFID tag for approval by APSCSCL prior to commencement of bulk production. APSCSCL reserves the right to modify the layout, printed information, security features, or data fields before granting final approval.

3.14 Pilot Project

1. The successful bidder shall be required to conduct a **Pilot Project at the location as desired by APSCSCL** before commencement of full-scale implementation.
2. The Pilot Project shall be carried out at **locations identified and approved by APSCSCL**, covering representative operational stages such as:
 - o Rice Mill – RFID tag tagging, activation and scanning;
 - o Buffer Go-down – receipt and scanning of tagged Food grain bags;
 - o Storage Point – scanning and physical verification of tagged bags;
 - o MLS Point – receipt/dispatch scanning; and
 - o Fair Price Shop – receipt and scanning of tagged Food grain bags.
3. The bidder shall provide all RFID tags, RFID scanning devices, accessories, manpower and technical support required for conducting the Pilot Project.
4. The Pilot Project shall demonstrate, at a minimum:
 - o Proper tagging and durability of RFID tags on jute/HDPE bags;
 - o Successful activation and identification of RFID tags;
 - o RFID scanning accuracy and read performance;
 - o Scanning of individual bags and/or multiple bags, as applicable;
 - o Successful operation of scanning devices under actual field conditions;
 - o Recording of required scan information such as Tag ID, date, time and location;
 - o Offline scanning capability, wherever required;
 - o Physical tracking of tagged Food grain bags through the designated checkpoints;
 - o Identification of unreadable, damaged or duplicate tags; and
 - o Generation/export of scan records in the format prescribed by APSCSCL.
5. The Pilot Project shall be completed within **[15] days** from the date of issue of the Work Order or such other period as may be specified by APSCSCL.
6. The successful bidder shall submit a **Pilot Project Report** containing details of the locations covered, number of tags tested, number of scans performed, successful read percentage, failed/unreadable tags, scanner performance, operational issues and corrective actions taken.

7. **Full-scale deployment shall commence only after successful completion and acceptance of the Pilot Project by APSCSCL.**

4. Scanning Mechanism:

The successful bidder shall establish, operate, and maintain a comprehensive scanning mechanism for enabling end-to-end tracking and traceability of UHF RFID Tags throughout the APSCSCL supply chain.

1. Scanning shall be carried out using APSCSCL-approved RFID handheld / portable readers capable of reading both UHF RFID Tags.
2. The scanner shall retain scan records locally and provide standard data export/download facilities, where supported.
3. The bidder shall ensure **100% scanning** of tagged Food grain bags at the following checkpoints:
 - o Custom Milled Rice (CMR) – Need to scan each 50Kg rice gunny bag
 - o Buffer Go-downs (approximately 140 locations) – Need to scan the bags on platform and loading & unloading, as the case may be.
 - o Mandal Level Stock (MLS) Points (approximately 260 locations) – Need to scan the bag
 - o Fair Price (FP) Shops (approximately 30,000 locations) – Need to scan every received bags
4. Every scan shall capture, at a minimum:
 - o Unique Tag ID
 - o RFID EPC Number
 - o Cost Sheet Number (CSN)
 - o Location
 - o Date & Time
 - o User ID
 - o Device ID
 - o GPS Coordinates (where applicable)
 - o Transaction Type (Receipt/Dispatch/Verification), any other information as desired by APSCSCL.
5. The bidder shall provide adequate technical manpower and field supervisor's support and whatsoever support required to ensure uninterrupted scanning operations throughout the contract period. Also, the successful bidder is responsible for conduct of training to the personnel as identified by APSCSCL department at the designated locations.

5. RFID Scanning Operations and Device Support:

The successful bidder shall provide, install, operate and maintain the RFID tags, readers/scanners and accessories required for the scanning operations. One cycle of tagging from Rice Mill to F P Shop will be considered as one transaction.

The scope shall include:

1. RFID tag encoding/commissioning and scanner configuration, wherever supported by the supplied equipment.
2. Basic device configuration and health checking of RFID handheld / portable readers.
3. Standard scanner connectivity and data export/download facility available from the supplied devices.
4. Local scan-record storage on the supplied scanner/device and standard export/download facility, wherever available.
5. Device-level access control, if available as a standard scanner feature.
6. Technical support, scanner firmware updates where applicable, troubleshooting, repairs and replacement of defective scanners/tags.

6. Quantity

1. APSCSCL proposes to procure the following under this project. Please note that the following figures are tentative.
 - a) **2,00,00,000 of UHF RFID Tags with an approximate 30,00,00,000 transactions usage within the total contract period of 5 years – to be supplied in a phased manner.**
 - b) **2716No's of long distance (4m-6m) UHF RFID Scanners / CMD Scanners**
 - c) **30,000 No's of short distance 1-2 metres) UHF RFID Scanners for FP Shops**
2. **The quantity indicated is tentative and may increase or decrease depending upon operational requirements. APSCSCL does not guarantee any minimum quantity.**
3. APSCSCL reserves the right to:
 - o Increase or decrease the quantity.
 - o Add or delete deployment locations.
 - o Modify the implementation schedule.
 - o **Cancel the procurement at any stage without assigning any reason.**
4. The successful bidder shall provide all associated infrastructure, including RFID handheld / portable readers, CMD inbuilt power backup, accessories, networking equipment, standard scanner accessories and power/charging equipment, on a rental or service basis for the duration of the contract.
5. The bidder shall ensure successful scanning operations, without Technical failures at:
 - o Rice Mill ;

- o Buffer Go-downs;
 - o MLS Points; and
 - o Fair Price Shops,
6. The bidder shall be solely responsible for the safety, security, insurance, maintenance, and replacement of all infrastructure deployed under the project.

7. General Terms & Conditions for Supply of UHF RFID Tags Embedded with UHF RFID Inlays:

7.1 Delivery

1. The successful bidder shall supply UHF RFID Tags strictly in accordance with the specifications prescribed in this RFP.
2. Delivery shall be completed within **60 days** from the date of issue of each Supply Order unless otherwise specified by APSCSCL.

Timelines for completion of deliveries:

10% within 10 days,

20% within 20 days

50% within 30 days

100% within 60 days.

3. Delivery locations shall include APSCSCL Headquarters, Rice Mill, Buffer Go-downs, or any other locations notified by APSCSCL.
4. Time shall be the essence of the contract. Delay in delivery shall attract penalties as prescribed in the SLA and Penalty Schedule.
5. APSCSCL reserves the right to extend the delivery period based on operational requirements. **If at any point of time, it is found that the supplier is not able to supply the RFID Tags within stipulated time, APSCSCL reserves the right to place the order on L2 bidder/ L3 bidder so on and so forth, provided they agree to supply the goods at L1s rate or re-initiate e-auction or procure the stock from alternate sources in that order.**

7.2 Quality Inspection

1. APSCSCL reserves the right to inspect and test every batch supplied.
2. Samples may be drawn from up to **10% of the supplied batches** and tested at Government-approved or NABL-accredited laboratories.
3. Payment shall be released only after successful acceptance of the supplied materials.
4. APSCSCL may reject any batch that fails to meet the prescribed technical specifications. The successful bidder is liable to replace such number of tags which are rejected.

7.3 Packaging

The RFID Tags shall be packed in sealed cartons or rolls containing approximately **3,480 tags**.

Each package shall clearly indicate:

- Vendor Name
- Manufacturer Name
- Batch Number
- Tag Serial Number Range
- Quantity
- Date of Manufacture
- Date of Dispatch
- Purchase Order Number

7.4 Reporting

The bidder shall submit daily reports indicating:

- Quantity supplied
- Quantity scanned
- District-wise deployment
- Location-wise delivery
- Pending deliveries
- Exceptions and defects

7.5 Statutory Compliance

The bidder shall comply with all applicable laws, rules, taxes, labour regulations, environmental regulations, and statutory requirements during execution of the contract.

7.6 Contract Period

The contract shall remain valid for **Five(5) years**, including Operations and Maintenance (O&M), from the date of issue of the Work Order.

7.7 Termination

APSCSCL reserves the right to terminate the contract for non-performance, failure to meet service levels, delay in implementation, or breach of contractual obligations. In such cases, APSCSCL may forfeit the Earnest Money Deposit (EMD) and Performance Security and recover additional costs incurred in completing the work through alternate arrangements.

8. Operation & Maintenance Support

The successful bidder shall provide comprehensive Operations and Maintenance (O&M) support throughout the contract period.

The O&M scope shall include:

1. Preventive and corrective maintenance of all RFID handheld / portable readers, CMD inbuilt power backup, networking equipment, and associated infrastructure.
2. Replacement of defective RFID readers, RFID tags, batteries, chargers, or accessories at no additional cost during the warranty period.
3. Keeping at least 10% buffer stock of the entire setup with the agency and to replace any item on cost-to-cost basis (for out of warranty items) within 3 working days of issue of work order in case of any physical / operational damage occurred to the product at the time of transportation, loading-unloading, operation etc.
4. Device firmware updates, wherever applicable.
5. Maintenance of RFID scanners/readers, charging equipment and related scanning hardware.
6. Deployment of field engineers and technical support personnel to resolve operational issues.
7. Preventive health checks of all deployed infrastructure at regular intervals.
8. Maintenance of a central Help Desk for incident logging and issue tracking.
9. Adherence to the following minimum Service Levels:

Service	SLA
Critical Incident Resolution	Within 8 Hours
Major Incident Resolution	Within 24 Hours
Scanner Replacement	Within 24 Hours
Defective Tag Replacement	Within 7 Working Days
System Availability	Minimum 99.5%
Help Desk Availability	9:00 AM to 6:00 PM on all working days, with emergency support for critical issues

Failure to meet the prescribed Service Levels shall attract penalties as specified in the RFP.

9. Service & Support

The successful bidder shall provide comprehensive implementation, operations, maintenance, and technical support services throughout the contract period to ensure uninterrupted operation of the UHF RFID-based tracking and traceability system.

9.1 Field Operations

a) The bidder shall provide adequate technical manpower and field supervisors support and whatsoever support required to ensure uninterrupted scanning operations viz., RFID handheld / portable readers, networking equipment, power backup, and all other infrastructure required to carry out **100% scanning** of UHF RFID Tags at all designated checkpoints, including:

- Rice Mill -1900 Nos;

- Approximately 140 Buffer Go-downs as notified by APSCSCL;
- Storage Points;
- Approximately 260 Mandal Level Stock (MLS) Points; and
- Approximately 30,000 Fair Price (FP) Shops.

b) The bidder shall ensure uninterrupted scanning operations during receipt, storage, dispatch, and delivery of Food grain bags at every stage of the supply chain.

c) The bidder shall be solely responsible for the safety, security, insurance, upkeep, maintenance, and replacement of all hardware, networking equipment, handheld / portable readers, accessories, and other infrastructure deployed under the project.

9.2 RFID Device Operations and Technical Support

a) The bidder shall coordinate with APSCSCL for finalization of tag specifications, scanner specifications, locations, rollout schedule and scanning procedures.

b) The bidder shall submit the following for approval before deployment:

- RFID tag sample, scanner technical datasheet, scanning SOP and deployment/maintenance plan;
- User Manuals;
- Standard Operating Procedures (SOPs).

The bidder shall maintain the supplied RFID scanners/readers and provide technical support, device troubleshooting and replacement of defective equipment.

9.3 Management Information System (MIS)

The bidder shall submit periodic operational reports based on scanner records, including quantity supplied, quantity scanned, location-wise scanning status, defective/unreadable tags and scanner/device issues:

- CMR-wise Scanning Status;
- Buffer Godown-wise Stock Movement;
- Storage Stack-wise Inventory;
- MLS-wise Receipts and Dispatches;
- Fair Price Shop Receipt Status;
- District-wise Performance Reports;
- Daily Transaction Reports;
- Exception Reports;
- Duplicate Scan Reports;
- Device Health Monitoring Reports;

- Tag Utilization Reports; and
- Any additional reports required by APSCSCL during the contract period.

The system shall support export of reports in standard formats such as PDF, Excel, and CSV.

9.4 Security Requirements

The bidder shall implement appropriate security controls, including:

- Role-Based Access Control (RBAC);
- Multi-factor Authentication (where required);
- Device-level access controls, where supported;
- Data Encryption during transmission and storage;
- Audit Trails;
- RFID tag Authentication;
- Anti-cloning mechanisms;
- Data Validation Controls;
- Regular Vulnerability Assessment and Security Patching.

9.5 Technical Support and Maintenance

The bidder shall provide comprehensive technical support throughout the contract period, including:

- Preventive Maintenance;
- Corrective Maintenance;
- Device firmware updates, where applicable;
- Security Patches;
- Bug Fixes;
- Hardware Replacement;
- RFID Reader Replacement;
- Help Desk Support;
- Field Engineer Support; and
- Remote Monitoring Services.

9.6 Data Ownership and Intellectual Property

a) All RFID tag information and scan records generated through the supplied equipment under this project shall remain the exclusive property of APSCSCL.

b) Upon completion or termination of the contract, the bidder shall hand over all project deliverables, including:

- Scanner configuration files, exported scan records and technical documentation;

- Configuration Files;
- Technical Documentation;
- User Manuals;
- Administrative Credentials;
- Backup Data;
- Reports; and
- Other project documents

without any additional cost to APSCSCL.

The bidder shall not retain or use APSCSCL data after completion of the contract, except as required under applicable law.

9.7 Site Visits

Interested bidders are encouraged to visit representative CMR, Buffer Go-downs, , MLS Points, and Fair Price Shops prior to submission of bids to understand the operational environment and project requirements. No additional claim arising from lack of site knowledge shall be entertained by APSCSCL after award of the contract.

9.8 Issue Resolution and Governance

A Joint Project Coordination Committee comprising representatives of APSCSCL and the successful bidder shall monitor project implementation, review performance, resolve operational issues, and oversee service delivery throughout the contract period.

Note: The contract shall remain valid for a period of **five (5) years** from the date of issue of the Work Order, including implementation, operations, and maintenance.

Notwithstanding anything contained elsewhere in the contract, APSCSCL reserves the right to cancel the contract any time during its currency, without assigning any reason whatsoever, by giving a notice of 3 months. No damages / compensation will be payable for such cancellation.

VOLUME II: INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS

GENERAL

Scope of Bid

1.1.1

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

1.1.2

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

1.1.3

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

1.1.4

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

1.1.5

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

1.1.6

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

1.1.7

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

1.1.8

The Bidding documents can be obtained from the <https://aeprocurement.gov.in> website. The bidder would be required to pay the processing fee and transaction fee, as mentioned in the BDS, online at the <https://aeprocurement.gov.in> website, while submitting a proposal.

1.1.9

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

1.1.10

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

1.1.11

The Service Providers must ensure that the Key Personnel team proposed to be engaged in this project are engaged full-time on this project.

1.2 General Instructions**1.2.1**

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

1.2.2

This Bidding Document is not transferable.

1.2.3

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

1.2.4

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

1.2.5 Liability

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

1.2.6

By submitting a proposal, the Bidder agrees to promptly contract with the Authority for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with the

Authority's due date will relieve the Authority of all obligations to the Bidder, and a different Bidder may be selected and the EMD/Performance guarantee by the bidder will be forfeited.

1.2.7

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

1.2.8

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

1.2.9

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

1.2.10 Contacts during Bid Evaluation

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

1.2.11 Prohibited Practices

For the purposes of this bid the Authority,

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

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

(EMD)/Performance security of this Bidding Document as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Service Provider/ adviser of the Authority in relation to any matter concerning the Project;

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

1.2.12 Cost of Bid

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

1.2.13 Payments from APSCSCL

The payments to be made by the bidders to APSCSCL, the amounts payable, and the method of payment are mentioned in the BDS.

1.2.14 Definitions and Acronyms

- "ITB" means Instructions to Bidders, "BDS" means Bid Data Sheet,
- "Paragraph" or "Para" refers to the paragraph number in the ITB or BDS,
- "Sub-para" or "Sub-paragraph" refers to the sub paragraph of a para of ITB or BDS,
- "Clause" or "Sub-Clause" refers to those in General Conditions of Contract (GCC) or Special Conditions of Contract (SCC).

1.3 Eligibility:

1.3.1

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

1.3.2

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

1.3.3

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

1.3.4

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

1.3.5

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

1.3.6 QUALIFICATIONS

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

- (a) that it has the financial, technical, and production or performance capability necessary to perform the Contract, meets the qualification criteria specified in the BDS, and has a successful performance history. If a pre-qualification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for pre-qualification;

1.4 PRE-BID MEETING AND/OR SITE VISIT

1.4.1

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

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

1.4.2.1 Made a complete and careful examination of the Bidding document;

- 1.4.2.2** Received all relevant information requested from the Authority;
- 1.4.2.3** Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Document or furnished by or on behalf of the Authority relating to any of the matters referred to sub-para in "General Instructions" paragraph ITB;
- 1.4.2.4** Satisfied itself about all matters, things and information including matters referred to in, necessary and required for submitting an informed Bid, implementation of the Proposal in accordance with the Bidding Document and performance of all its obligations there under;
- 1.4.2.5** Acknowledged and agreed that inadequacy, lack of completeness or in correctness of information provided in the Bidding Document or ignorance of any of the matters refer to General Instructions" paragraph ITB, shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the bidder;
- 1.4.2.6** Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 1.4.2.7** Bidders shall have the opportunity to clarify doubts pertaining to the Bidding Document, to clarify any issues they may have, prior to finalizing their responses in the pre- bid conference. Responses to inquiries and any other corrections and amendments will be made available on the AP e-Procurement website as addenda to this Bidding Document.

1.4.3 Correspondence with the Bidder

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

1.4.4

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

2 BIDDING DOCUMENTS

2.1 Contents of Bidding

2.1.1 Documents

The Bidding Document comprises the documents listed in the BDS and addenda that may be issued, in accordance with "Amendment of Bidding Document" ITB.

2.1.2

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

2.1.3

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

2.2 Clarifications

2.2.1

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

2.3 Amendment of Bidding Document

2.3.1

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

2.3.2

Any addendum issued hereunder will be in writing/updated on the AP e-Procurement website. The bidders are advised to visit the site to keep themselves abreast of latest development / addendum issued, if any. No individual intimations will be sent in this regard.

2.3.3

To afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the AuthorityTherefore, the Manager (Finance) is requested to release an amount ofmay, in its sole discretion, extend the Bid Due Date.

3PREPARATION OF BIDS

3.1 Language of bids

3.1.1

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

3.2 DOCUMENTS COMPRISING THE BID

3.2.1

The bid submitted by the Bidder shall comprise the following:

The bid submitted by the Bidder shall comprise the following:

- (a) A Bid Form (**Form T1**) completed and signed by a person or persons duly authorized to bind the Bidder to the Contract with the following attachments:
 - (i) Attachment **Form T2**: Bid Security (EMD) furnished in accordance with "Bid Security (EMD)" of ITB.
- (b) The Technical part attachments consisting of the following:
 - (i) Attachment **Form T3**: Power of Attorney
 - (ii) Attachment **Form T4**: Bidder's Particulars and Eligibility Criteria (in the format indicated in Volume II (iv)), duly completed by the bidder in the manner supported by documentary evidence as specified therein, establishing that the bidder satisfies the eligibility criteria referred to in "Eligibility" 1.3 ITB and is otherwise eligible to perform the contract if its bid is accepted;
 - (iii) Attachment Qualifications of the bidder Documentary evidence establishing to the Authority's satisfaction, and in accordance with ITB "Qualifications", that the bidder has the requisite experience to qualify. The Bidder must provide evidence on any changes in the information submitted as the basis for pre-qualification or, if there has been no change at all in said information, a statement to this effect;
 - (iv) Attachment **Form T5**: (Qualification of the Bidder)-Similar Work Experience, Personnel Capabilities, Candidates Summary.
 - (v) Attachment **Form T6**: Financial Viability of the Bidder
 - (vi) Attachment **Form T7**: Declaration for Non-Blacklisting
 - (vii) Attachment **Form T8**: Bid process check list: check list and declaration to be filled and signed by competent authority
 - (viii) Attachment **Form T9**: Self Evaluation Form
 - (ix) Other Technical Attachments - any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding Documents and specified in the BDS.

The Technical part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical part the Bid shall be declared non-responsive and will be rejected.

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

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

3.2.2

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

3.2.3

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

3.2.4

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

3.3 BID PRICES

3.3.1

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

3.3.2

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

3.3.3

Unless specified in the BDS, prices quoted by the bidder shall be fixed during the bidder's

performance of the Contract and not subject to variations on any account. A bid submitted with an adjustable price quotation which is not consistent with this paragraph ITB shall be rejected by the Authority as non-responsive.

3.4 BID CURRENCY

Prices shall be quoted in Indian Rupees.

3.5 VALIDITY OF BIDS

The bid validity period shall be Ninety (90) days from the date of opening of financial bid.

3.5.1

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

3.5.2

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

3.6 BID SECURITY (EMD)

3.6.1

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

3.6.2

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

(a) amount;

(b) form;

- (c) period of validity beyond the bid validity date, as extended, if applicable, and
- (d) the period within which the Bid Security (EMD) of the unsuccessful bidders will be returned are as specified in the BDS.

3.6.3

3.6.4

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

3.6.5

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

- (a) all Bidders upon annulment of the bidding pursuant to "Authority's Right to Accept any Bid or Reject any or all Bids" ITB;
- (b) Bidders refusing a request to extend the period of validity of their bids pursuant to 3.5.2 "Validity of Bids" ITB;
- (c) the successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security (EMD) in the amount of Performance Security to be provided by him in accordance with the provisions of the Bidding Document;
- (d) the unsuccessful Bidders at the same time as in (c), that is, when they are informed about the successful establishment of the contract with the successful Bidder.

3.6.6

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

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

consent of the respective Bidder(s) and the Authority;

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

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

3.6.7

If a Bid Security (EMD) is not required in the BDS, and

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

3.6.8

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

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

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

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

Proposal/Assignment.

4 SUBMISSIONS OF BIDS

4.1 *Due Date for Submission of Bids*

4.1.1

Bids shall be submitted to the Authority through the AP e-Procurement Portal, no later than the Bid Due Date.

4.1.2

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

4.1.3

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

4.1.4 Submission of Hard copies

The bidders are requested to submit the originals of Bid Security (EMD) to the Authority before the closing date of the bid either personally or through courier or by post. The receipt of the same within the due date shall be the responsibility of bidder. APSCSCL shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for blacklisting, forfeiture of the EMD, cancellation of work, and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Authority as proof of the hard copies submitted. The bidder must attach the required documents after uploading the same as required by the Tender Inviting Authority in its tender conditions.

4.2 Modifications, Substitution and Withdrawal of Bids

- (i) The Bidder may modify, substitute, or withdraw its e- bid, prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied after the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.
- (iii) For modification of e-bid, bidder must detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder must click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

5 BID OPENING AND EVALUATION

5.1 Opening of Bids

5.1.1

The Client will open all bids, including withdrawals, substitutions, and modifications, at the time, on the date and at the place specified in the BDS.

5.1.2

No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

5.1.3

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

5.1.4

Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.

5.1.5

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

5.1.6

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

5.2 CONFIDENTIALITY

5.2.1

The document including this Bidding Document and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are

transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutates (with the necessary changes in points of detail) to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid document, or any information provided along therewith.

5.2.2

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

5.2.3

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

5.2.4

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

5.3 Clarifications

5.3.1

To assist in the examination, evaluation and comparison of bids, the Authority may, at its sole discretion, ask any bidder for clarification of its bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or

substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids in accordance with "Preliminary Examination of Bids" 5.4 ITB.

5.3.2

If the Bidder does not provide clarifications sought for under 5.3 of this para ITB, within the

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

5.4 Preliminary Examination of Bids

5.4.1

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

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

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

5.4.2

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

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

If a bidder fails to price activities/ items that are not the primary subject of the bid and the omission is judged to be non-material in accordance with 3.5.3 of this para ITB, the bid price will be adjusted for such omission in accordance with 5.5.2(c)(iv) "Evaluation and Comparison of Bids" para ITB for evaluation purposes only.

5.4.3

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

5.4.4

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

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

5.4.5

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

- (a) The Technical Bid is received in the form specified in "Documents Comprising the Bid"
- (b) It has been received by the Bid Due Date or its extended due date;
- (c) It contains all the information (complete in all respects) as requested in the Bidding Document;
- (d) It does not contain any condition or qualification; and
- (e) It is not non-responsive in terms hereof.

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

5.5 Evaluation and Comparison of Bids.

5.5.1

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

The objective of this evaluation is to facilitate the selection of a successful bidder, ensuring technically superior and professional services at optimal cost. The Client will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to "Preliminary Examination of Bids" 5.4 of ITB. The Authority reserves the right to accept or

reject any variation, deviation, or alternative offer which is not submitted in accordance with the bidding documents. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents or which otherwise result in unsolicited benefits for the Authority, shall not be taken into account in the bid evaluation.

5.5.2

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

5.5.3 Evaluation Process Flow

This is a three-step selection process in which is as given below.

- (a) In the first step, the Authority shall evaluate the 'Eligibility Criteria' and clear all the bids which pass through the Eligibility scrutiny. In the second step 'Technical Bids' shall be evaluated and based on the outcome of technical evaluation, 'Commercial bids' shall be opened for the technically qualified proposals only. The final selection will be done based on Techno-commercial evaluation.
- (b) The Authority would display on the AP e-Procurement website the names of those

successful bidders who have qualified in the Technical Evaluation.

- (c) A date, time and venue will be notified to those technically successful Bidders for opening of their Financial Bids on the e-Procurement website. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.
- (d) The evaluation by the Authority will be undertaken by a Committee of Officials or/and representatives formed by the Authority and its decision shall be final.

5.5.4 Evaluation of Eligibility Criteria

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

5.5.5 Technical Evaluation

- a) The technical bids will be evaluated for determining the continued eligibility of the Bidder for the Work and compliance of the bids with the necessary technical requirements and scope of work of this Bidding Document.
- b) The Authority may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the bid due date shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the bid due date, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by Authority.
- c) Technical bids would be evaluated based on the technical evaluation criteria and the marks with break-up as specified in the BDS.
- d) Technical Bids receiving 'T' greater than or equal to a score specified in BDS, (cut-off marks, 'm', defined in BDS) will be eligible for further evaluation. The technical and relative technical scores are evaluated as below:
 - i. The technical bid will be analysed and evaluated, based on which the Relative Technical Score shall be assigned to each bid based on parameters mentioned above.
 - ii. Relative Technical Score RS_{Tech} for each bidder will be calculated as follows based on above parameters:

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

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

T = Technical score obtained by bidder

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

5.5.6 Commercial Evaluation

- (i) In this phase, the Commercial Bids of the Bidders, who are found technically qualified as stated above in previous phase, will be taken for commercial evaluation.
- (ii) The date for opening of commercial bids will be separately notified on the AP e-Procurement website.
- (iii) The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Financial Bid quoted shall be deemed as final and omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the Bidding Document within the total quoted Financial Bid shall be that of the Bidder.
- (iv) Relative Technical score (RS_{Tech}) of the technically qualified bids would be announced before the representative of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.
- (v) Relative Financial Score (RS_{fin}) for each bidder will be calculated as follows:

$$RS_{fin} = C_{Low}/C * 100$$

Where, RS_{Fin} = Relative score for financial Bid of the Bidder

C = Financial bid value of the current Bid (LSF)

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

5.5.7 Final Selection of the Eligible Bidder

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

$$RS = RS_{Tech} \times \text{Technical weightage [insert: } WT_{ech} \text{ from BDS]} + RS_{Fin} \text{ financial weightage [insert: } WF_{in} \text{ from BDS]}$$

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

6 POST QUALIFICATION AND AWARD OF CONTRACT

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

6.1.1

Notwithstanding anything contained in this document, the Authority reserves the right to

reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

6.1.2

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

- (a) At any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification

/rejection occurs after the Bids have been opened and the Selected Bidder has already been issued the LOA or has entered into the Contract agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder without the Authority being liable in any manner whatsoever to the Selected Bidder.

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

- (i) Invite the remaining Bidders to submit their Bids in accordance with the ITB.

Or

- (ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

6.1.3

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

6.1.4

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

6.1.5

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

6.1.6

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

6.1.7

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

6.1.8

Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, the Authority shall not be bound to accept the best bid or any bid.

6.1.9

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

6.2: Award Criteria**6.2.1**

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

6.2.2

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

6.3 Award Notification, and Contract Signing

6.3.1 Award Notification

- (a) Prior to expiration of the period of bid validity, the Authority will notify the successful bidder by email confirmed by hard copy thereof, that its bid has been accepted. The notification of award shall specify the sum which the Authority will pay the successful bidder in consideration of the execution and completion of the contract.
- (b) The notification of award (hereinafter called "the Letter of Acceptance") will constitute the formation of the contract.
- (c) The Letter of Acceptance (LOA) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 3 (three) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received within the bid due date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security (EMD) of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

6.3.2 CONTRACT SIGNING, AND PERFORMANCE SECURITY

Contract Signing

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

6.4:Performance Security

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

6.5 DISPUTE RESOLUTION PROCEDURE

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

All disputes or difference arising of or relating to the Contract Shall be referred for Evaluation and Negotiation as follows

- The VC & MD, APSCSCL may seek technical advice from the independent technical advisor.
- The appellate authority shall have exclusive jurisdiction to hear and resolve any disputes between the parties, and its decision shall be binding and final, subject to any legal rights of appeal.
- In any dispute in not resolved by the parties within 15(Fifteen) days of appeal to the Appellate Authority, the service provider has to approach a Civil Court of Competent jurisdiction by way of civil suit and not by arbitration.

VOLUME III: BID DATA SHEET (BDS) AND FORMS

1.1 Scope of Bid

1.1.2

Title: RFP for Engaging an Agency for Supply of UHF RFID Tags along with associated hardware setup for RFID-Based Scanning, Tracking and Traceability of Food Grain Packaging {Jute and HDPE Bags} in Andhra Pradesh Region for a period of 5 years.

RFP No.: FCS51/16021/3 /RFID/2026; dated: 12.10.2026

Brief Description of Services: The firm

is responsible for timely execution, maintaining quality standards and ensuring best practices for the "Project" defined in Vol-1 Scope. Further details on the services can be referred to in the Volume-I of the document

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

1.1.3

Schedule of Bidding process (with timelines wherever applicable)	Date & Time
Schedule download start date & Time	12.10.2026 , 3pm onwards
Pre-Proposal Meeting Date, Time and Place	16.10.2026@ APSCSCL Office, Vijayawada(Hybrid mode)
Schedule download closing Date & time	31 .10.2026, upto 5.00PM
Proposal submission closing Date & time	02.11.2026 @11.00AM
Technical Proposal Opening Date (Technical Bid stage)	02.11.2026 @3.00 PM
Tentative date for Technical Presentation	06.11.2026
Price Proposal opening Date & time	05.11.2026 @3.00PM

The RFP would be available on the AP e-Procurement website <https://tender.apecurement.gov.in/>

Any subsequent notifications, changes and amendments to the assignment/documents will be posted only on the website.

1.1.4

Time period for completion of the project: The Consultancy shall be for duration of 60 months, until the completion of project including commissioning and handover from the “effective date” (Date of Signing of Contract).

1.1.5

Extension of time period: The contract shall be extended by a duration limited to the maximum period of actual completion of the project (including subsequent extensions granted to the main project work), subject to approval by the Authority. Upon completion of the 5-years contract period, the same contract may be extended for an additional period of 1 more years, subject to satisfactory performance and mutual consent of both parties.

1.1.6

Authority's address:

Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL),

Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007

Website: www.apscscl.in

1.1.7

AP e-tendering website: <https://apeprocurement.gov.in>

1.1.8

Bid Processing Fee (Non-Refundable):	INR 25,000 (online payment in e-procurement portal)
APTS Transaction Fee (Non-Refundable):	0.03% on the total cost + GST as applicable

1.1.9

S No	Payment Type	Amount	Payment Method
1	Bid Security (EMD)	INR 5,00,000	RTGS /NEFT/ Bank guarantee / in favour of ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED (APSCSCL), Vijayawada Or Payment through AP e-Procurement website
2	Bid Processing Fee	INR 25,000	Payment through AP e-Procurement website
3	Performance Security	10% of winning contract value	Performance Bank Guarantee from a scheduled commercial bank in India, valid till 06 months after completion of the contract period.

1.3 Eligibility criteria of service providers:**1.3.1**

Bidders must conform to the eligibility criteria given below:

1.3.2**Eligibility criteria of service providers:**

Bidders must conform to the eligibility criteria given below:

1.3.2.1 Pre-qualification criteria

The bidder must possess the requisite technical experience, capabilities and financial strength to provide the services described in the bid document. The following is the pre- qualification criteria.

S No	Parameters	Eligibility Criteria	Evidence
1)	Legal Status	The bidder must be a registered legal entity under Indian laws, including but not limited to the Companies Act, 2013 / Partnership Act, 1932 / LLP Act, 2008 / Societies Registration Act / relevant Cooperative Acts. The entity should have been in business for at least 10 (ten) financial years as on 31st March 2026.	The following documents are required as proof a. Certificates of Incorporation/ Registration Certificates. b. Copy of Corporate Identification Number (CIN). c. Copy of PAN d. Copy of GST Registration Certificate e. Proof of Address and Contact

			Details f. Form T1, Form T3, Form T4
2)	Not Blacklisted	The bidder should not have been blacklisted by any State / Central government authority.	Declaration by the bidder in format of Form T9
3)	Prior Relevant Experience	The bidder must have experience in supply of at least 20 Lakhs RFID tags in total to any of the government organizations in India over the last 10 financial years, through in house production or authorized outsourcing.	(i) Form T5 Should be submitted. (ii) References along with requisite contract / satisfactory work completion certificate / Go-Live Certificate / purchase order (PO) / work order (WO)/ CA Certificates. Multiple Works are allowed.
4)	Turnover	The Bidder should have a minimum average annual turnover of INR 10 Crores for the last three financial years, i.e., 2023–24, 2024–25, 2025-26.	(i) Form T6 Should be submitted. (ii) Certificate from CA (mentioning the UDIN Number) clearly specifying turnover for last 3 financial years as per format given in RFP. ● Audited balance sheets and Profit & loss statement for financial years 2023-24, 2024-25 and 2025-26.
5)	Net Worth	The Bidder should have positive net worth at the close of financial year 2024-25 (or) 2025-26.	CA certified reports to be submitted along with audited Balance Sheet.
6)	In-house IT team	The bidder must have adequate technical manpower for RFID tag supply, scanner deployment and scanning support	Supporting Documents should be submitted
7)	Standards	The bidder/OEM must comply with ISO/IEC 18000-63 (Type C) i.r.o. RFID standard	Supporting Documents should be submitted
8)	Local Office	The Bidder should have a registered office in State of	Supporting documents should be

		Andhra Pradesh with AP GST.	submitted. If the Bidder does not have an office in Andhra Pradesh or AP GST or both, the Bidder shall submit an undertaking stating that the missing office / AP GST or both will be opened within 15 (fifteen) days from the date of signing of the contract/purchase order.
--	--	-----------------------------	---

Note:

- 1. Joint Venture/ Consortium is not allowed**
- 2. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.*
- 3. Bidders need to fulfil all the pre-qualification conditions as mentioned, APSCSCL will examine the bids to determine whether they are complete, whether the bid format confirms to the Tender requirements, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.*
- 4. The evaluation committee examines the pre-qualification bids for their compliance of criteria. The bids meeting all Pre-qualification criteria will be treated as substantially responsive bid.*
- 5. A bid determined as not substantially responsive will be rejected by the APSCSCL and may not subsequently be made responsive by the bidder by correction of the nonconformity. APSCSCL may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.*

1.4.1(a) Qualification Criteria:

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

S No	Description	Marks
A	Similar Project Experience & Key Standards	60
B	Jury / Committee Evaluation (Presentation)	40
	Total	100

The detailed scoring methodology is detailed in this section.

(A) Bidder Criteria & Expertise, Similar Project Experience & Key Standards (60 marks):

S. No.	Technical Parameters for Evaluation	Max score	Supporting Documents
1.	The Bidder should have a minimum average annual turnover of INR 10 Crores for the last three financial years, i.e., 2023–24, 2024–25, 2025-26. INR 10 Crores - INR 15 Crores – 10 Marks > INR 15 Crores – 15 Marks	15	Certificate from CA (mentioning the UDIN Number) clearly specifying turnover for last 3 financial years as per format given in RFP. Audited balance sheets and Profit & loss statement for financial years 2022-2023, 2023-24 and 2024-25. For 2025-26, provisional balance sheets and Profit & loss statement signed by CA is sufficient.
2.	The bidder must have experience in supply of at least 20 Lakhs RFID tags in total to any of the government organizations in India over the last 10 financial years, through in house production or authorized outsourcing. 20 Lakhs - 25 Lakhs – 7.5 Marks > 25 Lakhs – 10 Marks	10	The Bidder should attach copies of the Purchase Orders / Work Orders / Completion Certificates / Invoices justified with respective payment receipt proofs for such projects/ CA Certificates (Multiple Work orders are allowed)
3.	The Bidder should submit the Proof of Concept for the Project in the location that is designated by the department demonstrating the entire hardware and operational setup and the same should be accepted by a committee constituted by the department Location will be informed by the department through an official notice after conduct of pre-bid meeting allowing at least 7 days lead time till bid submission for completion of PoC	30	PoC documentation proof
4.	The bidder/OEM must comply with ISO/IEC 18000-63 (Type C) i.r.o. RFID standard	5	Supporting document should be submitted
Maximum Total Marks		60	

(B) Jury Committee evaluation (40 marks):

Eligible bidders are required to make a presentation during the Technical Evaluation phase to a jury appointed by the Authority.

Evaluation Criteria	Maximum marks
Implementation Approach & Methodology: i. Project Understanding - 05 Marks ii. Implementation Approach and Methodology - 10 Marks iii. Project Work Plan - 10 Marks iv. Demonstration of RFID tag reading, scanning accuracy, read range, scan count, device operation and data export – 15 Marks	40 marks

* The mandatory features need to be substantiated in the technical presentation and / or through supporting documents. To substantiate the Bidder's Deployment methodologies, documents on deployment framework, tools, templates & utilities are to be provided. Also, to support the Project Management methodologies, Profile of the Project Team / previous assignments of a similar nature / detailed project plan to be submitted.

* The bidder should submit the technical presentation to the Authority.

2.1.1 Bidding Documents: Refer to "Bid Forms"

2.1.2

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

3.1.1

- Amount of Bid Security (EMD)** is Rs. 5 lakhs.
- Form of Bid Security (EMD)** shall be made by way of NEFT/RTGS or by irrevocable bank guarantee /
- Period of validity** beyond the bid validity date, as extended, if applicable shall be 30 days
- The time period** within which the Bid Security (EMD) of the unsuccessful bidders will be returned is 45 working days from the date of award of tender or date of receipt of request from un-successful bidder, whichever is later.
- For the successful bidder, upon submission Performance security 10% of Contract Value and on conclusion of contract agreement the bid security paid at the time of submission of bid will be returned/ refunded.

3.1.2

For the purposes of this bid the Authority will blacklist a Service Provider or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be

awarded a contract if it at any time determines that the bidder has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the Authority.

4.1.1. Opening of Bids

4.1.2. Time and Date: Refer to 1.1.3

4.1.3. Place: Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL), Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007.

5.1.1

The method of selection is Quality and Cost based Selection (QCBS)

5.1.2. Technical Evaluation Criteria: Refer to BDS 1.4.1 (a)

5.1.3. Cut-off Marks "m": 75 (SEVENTYFIVE)

5.1.4. Lump-Sum Fee (LSF):The financial bid as mentioned in the section 3.2.4 of the ITB document, would be termed as "**Lump-Sum Fee (LSF)**" which would cover all the expenses pertaining to the delivery of services including, but not limited to, cost of key personnel, sub-Service Providers, cost of support staff and out-of-pocket expenses, and excluding GST and other statutory & lump sum provisions. The bidder also needs to submit a detailed breakup of the Fees as indicated in Form F2, the price bid form.

5.1.5

Technical Weightage W_{Tech}: **75%**

Financial Weightage W_{Fin}: **25%**

6.1.1

Minimum qualification criteria: Refer to BDS 1.3.1

6.1.2

Time period for signing the contract: The Bidder to sign the contract agreement within a period of 5 days from the date of issue of LoA.

6.1.3 Refer to 1.1.3

6.2. Procurement Related Grievances

If a Bidder wishes to make a Procurement-related Complaint/ Appeal, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), Procurement Related Grievances

For the attention: VC&MD

Employer: APSCSCL

Email address:

(b) In summary, a Procurement-related Complaint/ Appeal may challenge any of the following:

1. the terms of this Tender / Request for Proposal;
2. the Employer's decision to exclude a Bidder / Service Provider from the procurement process prior to the award of contract; and
3. the Employer's decision to award the contract.

Appellate Authority: Commissioner of Civil Supplies, Govt of Andhra Pradesh

Procedure for Filing an Appeal:

- An appeal must be filed within 7 days from the date of the decision being appealed.
- The appeal must be submitted in writing to the Appellate Authority, clearly stating the grounds for the appeal.
- The appellant must provide copies of all relevant documents, including the original decision, supporting evidence, and any other relevant materials.
- The Appellate Authority shall acknowledge receipt of the appeal and inform the appellant of the date and time for the hearing.
- The Appellate Authority may conduct a hearing to consider the appeal. Both parties may present their arguments and evidence.
- The Appellate Authority shall issue a written decision within 15 days of the hearing. The decision shall be final and binding on both parties.

An appeal may be filed on any of the above if:

- The original decision was based on incorrect facts or evidence.
- The original decision was contrary to law or AP procurement guidelines.
- The original decision was arbitrary, capricious, or unreasonable.

The original decision was biased or prejudiced.

BID FORMS**Form T1: Letter of Bid***(On Bidder's letter head)*

Date:

Name of Contract:

To:

Sir,

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

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

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

We agree to abide by this bid for a period of [90] days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

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

.

(Signature)

In the capacity of

.

(Designation)

Duly authorized to sign this bid for and on behalf of

.

(Name of bidder)

Form T2: Power of Attorney

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

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE
 EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF,
 2026

For.

(Signature, name, designation and address) Witnesses:

- 1.
- 2.

Accepted	Notarized
----------	-----------

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

*The Power of Attorney should be executed on a non-judicial stamp paper and duly notarized by a
 notary public.*

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

Form T3: BIDDER'S PARTICULARS AND ELIGIBILITY CRITERIA

Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):

Name of the Bidder	
Registered Address of the entity	
Registration particulars:	
PAN & GST No	
Registered address:	
Year of Incorporation:	
Year of commencement of Company:	
Brief description of the Company including details of its main lines of business	
Name, designation, address, and phone numbers of authorized signatory of the Bidder	
Name: Designation: Company: Address:	
Company:	
Phone No.:	
Address:	
Fax No.:	
E-mail address:	

2. Please State the following correctly:

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

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

3. Documents required

The below documents have to produce by the bidder:

1. Registration document / Certificate of Incorporation –

2. GST Registration Certificate

The relevant documents have to be attached and ticked above.

4. Details of Bank Guarantee:

(a) Towards the Bid Security (EMD) amount of rupees [Five Lakh only]: The BG shall be addressed to the VC & MD, APSCSCL Date:

Signature and Seal of Authorized

Person

Place:

FORM T4: SIMILAR EXPERIENCE RECORD

Name of Bidder or partner of a Joint Venture	
Use a separate sheet for each contract	
1	Number of contract Name of contract Client certificate provided?
2	Name of Client
3	Client's Address
4	Project name
5	Service Provider role (check one) 1. Prime Service Provider 2. Sub Service Provider 3. Partner in a Joint Venture
6	Details for submitted Infrastructure projects (to cover all details as sought in the RFP) – Cost of the Project - Evidence of Cost of the Project (reference to client certificate / document)
7	Amount of the total/sub Service Provider/partner share (at completion, or at date of award for current contracts)
8	Total contract: Rs. _____ Subcontract: Rs. _____ Partner share: Rs. _____
9	Date of award/Completion
10	Contract was completed months ahead/behind original schedule (if behind, provide explanation)
11	Contract was completed Rs. _____ Percentage under/over original contract amount (if over, provide explanation)
12	Indicate the approximate present total contract value of work undertaken by subcontract, if any, and the nature of such work.

Form T5: Financial Viability

Name of the Bidder:

S. no.	Financial years 2023–24, 2024–25, 2025-26)	Annual revenue	Net Worth
1.			
2.			
3.			

This is to certify that (name of Applicant) has received more than an average annual turnover of Rs. ____ Crores in the last 3 financial years i.e., 2023–24, 2024–25, 2025-26.

(Signature, name and designation of the authorized signatory)

Date

Name and seal of the audit firm

Certificate from the Statutory Auditor/ Chartered accountant

Note: Please provide the audited balance sheets.

Form T6: Declaration of Non-Blacklisting*(To be submitted on company letterhead)***Declaration for Bidder**

To,

Place Date

Subject: Self Declaration of not been blacklisted in response to the **“RFP for Engaging an Agency for Supply of UHF RFID Tags (Per Usage Basis) along with associated hardware setup for RFID-Based Scanning, Tracking and Traceability of Food Grain Packaging {Jute and HDPE Bags} in Andhra Pradesh Region for a period of 5 years”**

Ref: FCS51/16021/3 /RFID/2026, Dated: 11.10.2026

Dear Sir,

We confirm that our company or firm, is currently not blacklisted in any manner whatsoever by any of the State or UT or PSU and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on *<last date of bid submission>*.

(Signature of the Bidder)

Printed Name Designation Seal

Date:

Place:

Business Address:

FORM T7: BID PROCESS CHECK LIST

S. No	Form	Title	Submitted?
1	Certificate	Certificate of incorporation/ registration	Yes/No
2	Certificate	GST Registration Certificate	Yes/No
3	Proof of Payment	Earnest Money Deposit	Yes/No
4	Proof of Payment	Bid processing fee	Yes/No
5	T1	Letter of Bid	Yes/No
6	T2	Bid Security	Yes/No
7	T3	Power of Attorney	Yes/No
8	T4	Bidder's Particulars and Eligibility Criteria	Yes/No
9	T5	Similar Experience Record	Yes/No
10	T6	Financial Viability	Yes/No
11	T8	Declaration for Non-blacklisting	Yes/No
12	T0	Bid Process Checklist	Yes/No
13	T10	Self-evaluation form - similar project experience	Yes/No

I hereby agree that I have submitted all the requisite documents for the bid process evaluation. I understand that the Technical Evaluation Committee is not liable to provide any score for any criteria that is not substantiated and supported by Client certificates or other documents specified.

Authorized signatory

FORM T8: SELF-EVALUATION FORM - SIMILAR PROJECT EXPERIENCE

RFP No.: [insert RFP number], Dated: [insert date]			
Name of the firm:			
Similar Project Experience: Max Marks: [insert max marks]			
1) [insert criteria as per RfP]		[insert proof required as per RfP]	
S.no.	Name of Work	Details of Certificate provided	marks
1	[insert name of eligible project of the bidder]	[insert details of proofs submitted]	[insert marks to be awarded]
2	[insert name of eligible project of the bidder]	[insert details of proofs submitted]	[insert marks to be awarded]
	[add additional projects eligible under the same criteria as required]		
Total marks for criteria			
		Grand Total marks	

FORM F1: PRICE BID FORM

[This form should not be a part of technical bid submission]

[Location, date]

To:

Sir,

We the undersigned, offer to provide the services for [title of the Bid] in accordance with your Bidding Document dated [date] and our proposal (Technical and Financial proposal). Our financial proposal for the total contract period is submitted through Form-F2. This amount is exclusive of all taxes.

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

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

We remain,

Yours sincerely,

Authorised signatory:

Name and Title of Signatory:

Name of Firm:

Address

FORM F2: COST BREAKUP**[This form should not be a part of technical bid submission]**

Name of the Bidder:

Authorized Signatory of the Bidder:

S.N o	Item Description	Approximate Quantity for 5 years (X)	Unit Price {per X} (Rs.) (Excl. of GST) (Y)	Total Price (Rs.) (Excl. of GST) (X*Y)
1	Transaction Value per RFID Tag	30,00,00,000No's		
2	Supply of Long distance (4m- 6m) UHF RFID Scanners / CMD Scanners	2716No's		
3	Supply of Short distance (1-2 meters) UHF RFID Scanners	30,000No's		
4	Supply of Tag Openers	30,000 No's		
Total Price (Rs.) (Excl. of GST)				

*Cost of RFID Tag:Rs. _____ (To be quoted by all bidders only to affect recovery and not for bidding parameter criteria)

** Bidder is required to provide 2,00,00,000 RFID (for 5 all years) Tags along with RFID scanners.

Note:

- The rates to be quoted are excluding of taxes. GST shall be applicable as per prevalent rates over and above the quoted rates.*
- The total contract value of the project for the total contract period shall be arrived based on the total price quoted for long distance (4m-6m) UHF RFID Scanners / CMD Scanners + short distance (1-2 metres) UHF RFID Scanners + RFID Tags as shown in the above table.*
- The cost incurred towards usage of RFID Tags & incidental O&M, manpower expenses shall be paid periodically to the successful bidder based on the transaction value per usage of the RFID Tag at the time of tag fixing at rice mill * total number of such transactions / usages in that month. **One transaction is considered as the fixation of tag at Rice Mill.** All such usages on a monthly basis shall be reflected over the department's dashboard and certified by the department for payment.*
- In case if the total approximate quantity of the RFID tag usage reduces by >10% of the estimated quantity as shown above by the end of contract period, the price increment / transaction can be enhanced from 100% to max 125% of the amount quoted by successful bidder. Likewise, if the total approximate quantity of the RFID tag usage increases by >10% of the estimated quantity as shown above by the end of contract period, the price increment /*

transaction can be reduced from 100% to 75% of the amount quoted by successful bidder. Such discretion of the price fixation shall be solely decided by the competent authority.

5. *In case of any requirement towards supply of extra scanners etc. (new, misplacement in the cycle, damaged due to operational / maintenance issues etc.) during the contract period (execution, O&M), the successful bidder is bound to supply the same on the same price i.e., that is quoted above.*

On a whole, whatsoever may be the situation, the total expenditure spent on the project during the contract period shouldn't exceed 125% of the total contract value i.e., total quoted L1 bid value.

VOLUME IV: GENERAL CONDITIONS OF CONTRACT

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

The day of ,202 .

BETWEEN

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

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

Or

2. a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for the Service Provider's obligations under this Contract, namely, and (here in after called the "Service Provider")

WHEREAS

(A) The Client desires to engage the Service Provider to provide the following Services [insert: brief

description of the Services] "the Services" or "the Work"; and

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

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

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

- (a) This Contract Agreement and the Appendices attached to the Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) [Add here: 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 Article 1.1 (Contract Documents).

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.

Article 2. Contract Price and Payment Terms

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

Article 3. Effective Date

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

- a) This Contract Agreement has been duly executed for and on behalf of the Client and the Service Provider;
- b) The Service Provider has submitted to the Client the performance security;
- c) Specify here: any other conditions, for example, opening/confirmation of letter of credit. Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

1.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of

this Contract Agreement because of reasons not attributable to the Service Provider, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time and/or other relevant conditions of the Contract.

Article 4. Appendixes

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

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

APPENDIXES

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

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

Appendix 3. Key Personnel

Appendix 4. Working Hours and SLA

Appendix 5. Forms (performance security form)

Appendix 6. Price Schedules

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

Appendix 8. Deliverable linked Payment schedule

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

Signed:

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

Signed:

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

CONTRACT AGREEMENT dated the [insert: number] day of [insert: month], [insert: year]
BETWEEN [insert: name of Client], "the Client" and [insert: name of Service Provider], "the Service Provider

GENERAL PROVISIONS AND INTERPRETATION

1.1 Definitions

1.1.1 General

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

- (i) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract SCC, as they may be issued and in force from time to time.
- (ii) "Client" means the implementing agency that signs the Contract for the Services with the Selected Service Provider.
- (iii) "Service Provider" means a legally-established professional consulting company or entity selected by the Client to provide the Services under the signed Contract.
- (iv) "Contract" means the legally binding written agreement signed between the Client and the Service Provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (v) "Contract Price" means the price payable to the Service Provider as specified in the Contract agreement, Subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract.
- (vi) "Contract Documents" means the documents listed in the contract agreement, including any amendments thereto.
- (vii) "Day" means a working day unless indicated otherwise.
- (viii) "GoAP" means Government of Andhra Pradesh
- (ix) "VC & MD" means Vice Chairman & Managing Director
- (x) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 3.1.1
- (xi) "Experts" means, collectively, Key Experts or any other personnel of the Service Provider
- (xii) "Foreign Currency" means any currency other than the currency of the Client's country.
- (xiii) "GCC" means these General Conditions of Contract.
- (xiv) "Government" means the Government of the Andhra Pradesh or Government of India.
- (xv) "Key Expert(s)" means an individual professional whose skills, qualifications,

knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Service Provider's proposal.

- (xvi) "Local Currency" means the currency of the Client's country.
- (xvii) "Party" means the Client or the Service Provider, as the case may be, and "Parties" means both of them.
- (xviii) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (xix) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix 1 hereto.
- (xx) "Third Party" means any person or entity other than the Government, the Trust, the Service Providers or a Subservice provider.
- (xxi) "Owner's Engineers" mean the client's engineer or a representative of the client who is an independent third-party of the client to ensure the designing, execution and supervision aspects of works assigned
- (xxii) All Standard Operating Procedures (SOPs) issued by APSCSCL from time to time will be binding on all Service Providers / Service providers for observing compliance

1.1.3 Scope

- (i) "Confidential Information" means all information (whether in written, oral, electronic or other format) that have been identified or marked confidential at the time of disclosure including Project Data which relates to the technical, financial and business affairs, customers, Service Providers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to this Agreement or to the Project Agreement in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the Project Agreement).
- (ii) "Deliverables" means the products, infrastructure and services specifically developed for "APSCSCL" and agreed to be delivered by the Service Provider in pursuance of the agreement and include all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines, and all their modifications.
- (iii) "Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Service Provider is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Service Provider's Equipment.

- (iv) "Proprietary Information" means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flow charts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement, Project Agreement or a Project Engagement Definition.
- (v) "Services" means all technical, logistical, management, and any other Services to be provided by the Service Provider under the Contract. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, study, documentation, transportation, insurance, testing, validation, expediting, site preparation, installation, integration, training, data migration, maintenance, operations and technical support.
- (vi) "Service Level" means the level and quality of service and other performance criteria which will apply to the Services as set out in any Project Agreement.
- (vii) "The Project Plan" means the document to be developed by the Service Provider and approved by the Client, pursuant to GCC 6.1, based on the requirements of the Contract and the Preliminary Project Plan included in the Service Provider's bid. The "Agreed and Finalized Project Plan" is the version of the Project Plan approved by the Client, in accordance with GCC 6.1 Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (viii) "Software" is a collection of computer programs and related data that provide the instructions for telling a computer what to do and how to do it.
- (ix) "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Client under the Contract.
- (x) "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sub license, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- (xi) "Service Provider's Equipment" means all equipment, tools, apparatus, or things of every kind required in or for the services that is to be provided by the Service Provider.

1.1.4 Activities

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

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

1.1.5 Place and Time

- (i) "Day" means calendar day of the English Calendar.
- (ii) "Week" means seven (7) consecutive Days, beginning Monday.
- (iii) "Month" means calendar month of the English Calendar.
- (iv) Title means twelve (12) consecutive Months.
- (v) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 3.1.1.
- (vi) "Contract Period" is the time period during which this Contract governs the relations and obligations of the Client and Service Provider in relation to the Work, as specified in the SCC.
- (vii) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

1.2 Interpretation

1.2.1 Contract Documents

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

1.2.2 Governing Law

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

1.2.3 Governing Language

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

1.2.4 Relation between the parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Service Provider.

1.2.5 Singular and Plural

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

1.2.6 Headings

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

1.2.7 Entire agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

1.2.8 Amendment

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

1.2.9 Independent Service Provider

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

1.2.10 Location

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

1.2.11 Non waiver

- (a) Subject to GCC 1.2.12 (b) of this Clause below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

1.2.12 Severability

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

1.2.13 Fairness and Good Faith

(a) Good Faith: The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

(b) Operation of the Contract

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with "Dispute Settlement" 1.5 clause GCC hereof.

1.3 Representatives

(a) Authorized Representatives

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

(b) Trust of Member in charge

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

1.3.1: Service Provider's Representative

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

accordance with the Sub-Clause 1.3.2(a) of this Clause GCC.

- (b) Subject to the extensions and/or limitations specified in the SCC (if any), the Service Provider's Representative shall have the authority to represent the Service Provider on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Service Provider pursuant to "Notices" 1.4 Clause GCC.
- (c) The Service Provider shall not revoke the appointment of the Service Provider's Representative without the Client's prior written consent, which shall not be unreasonably withheld. If the Client consents to such an action, the Service Provider shall appoint another person of equal or superior qualifications as the Service Provider's Representative, pursuant to the procedure set out in 1.3.2(a) of this Clause GCC.
- (d) The Service Provider's Representative and staff are obliged to work closely with the Client's Project Manager and staff, act within their own authority, and abide by directives issued by the Client that are consistent with the terms of the Contract. The Service Provider's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.
- (e) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with Sub-Clause 1.3.2(e)) of this Clause GCC shall be deemed to be an act or exercise by the Service Provider's Representative.

1.3.2 Objections and Removals

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

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

Any replacement of the removed Experts shall possess equal or better qualifications and experience and shall be approved by the client before appointment to the Client.

Replacement

Except as the Client may otherwise agree,

- (i) The Service Provider shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
- (ii) The remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

1.4 NOTICES

1.4.1

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

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

1.4.2

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

1.4.3

Pursuant to "Representatives" 1.3 Clause GCC, notices from/to the Client are normally given by, or addressed to, the Project Manager, while notices from/to the Service Provider are normally given by, or addressed to, the Service Provider's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Service Provider's Representative (or deputy), or if their related authority is limited by the sub-clause 1.3.1 or "Representatives" 1.3.2(b) of "Representatives" 1.3 Clause of SCC for GCC, or for any other reason, the Client or Service Provider may give and receive notices at their fall-back addresses. The address of the Project Manager and the fall-back address of the Client are as specified in the SCC or as subsequently established/amended. The address of the Service Provider's Representative and the fall-back address of the Service Provider are as specified in SCC of the Contract Agreement or as subsequently established/amended.

1.5 DISPUTE SETTLEMENT

1.5.1 Dispute and Mutual Consultation

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

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

1.5.2 Appellate Authority

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, including any questions regarding its existence, validity, or termination, such disputes shall be referred to the Appellate Authority for resolution. The Appellate Authority shall have exclusive jurisdiction to hear and resolve any disputes between the parties, and its decision shall be binding and final, subject to any legal rights of appeal.

The Appellate Authority for the purpose of this contract is the VC & MD, APSCSCL.

1.5.3 Arbitration

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

1.6 *Copyright, Confidential Information, and Ownership*

1.6.1 Copyright

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

1.6.2 Confidential Information

Except with the prior written consent of the Client, the Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

1.6.3

For the purposes of sub-clause 1.6.2 of this clause GCC, the Service Provider is also deemed

to be the Receiving Party of Confidential Information generated by the Service Provider itself in the course of the performance of its obligations under the Contract and relating to the businesses, services, finances, Service Providers, employees, or other contacts of the Client or the Client's use of the deliverables.

1.6.4

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

1.6.5

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

1.6.6

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

- (a) Now or hereafter enters the public domain through no fault of the Receiving Party;
- (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
- (c) Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

1.6.7

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

1.6.8

The provisions of this GCC Clause shall survive the termination, for whatever reason, of the Contract for two [2] years or such longer period as may be specified in the SCC.

1.6.9

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

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

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

2 GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

2.1 *Time Guarantee and Vacancy Clauses*

2.1.1 Guarantee

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

2.1.2 Triggering of Time Guarantee

a. If the Service Provider fails to perform the various activities within the time specified in the Implementation Schedule in the Requirements part of Volume I or the Agreed and Finalized Project Plan, or any extension of the time previously granted under GCC Clause (Extension of Time), the portion of the Service Providers' pay for the specified task for the quarter will be withheld until the delivery of the activities is completed

2.1.3 Vacancy Clauses and Trigger

If any position is vacant, as defined under SCC clause, the payment to the Service Provider will be subject to deductions as specified under the said SCC clause.

2.2 *Service Conformity Guarantee and Performance Security Trigger*

2.2.1

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

2.2.2

If, for reasons attributable to the Service Provider, the work does not conform to the Requirements or does not conform to all other aspects of the Contract, the Service

Providershall at its cost and expense make such changes, modifications, and/or additions as may be necessary to conform to the Requirements and meet all standards. The Service Provider shall notify the Client upon completion of the necessary changes, modifications, and/or additions and shall request the Client to re-check.

2.2.3

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

2.3 *IPR Warranty and Indemnity*

2.3.1 IPR Warranty

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

2.3.2 IPR Indemnity

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

2.3.3

Such indemnities shall not apply if any claim of infringement

- (a) Is asserted by a parent, subsidiary, or affiliate of the Client's organization;
- (b) Is a direct result of a design mandated by the Client's Requirements and the possibility of such infringement was duly noted in the Service Provider's Proposal or Bid;

2.3.4

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

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

2.3.5

The Client shall indemnify and hold harmless the Service Provider and its employees, officers, and Subservice providers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Service Provider or its employees, officers, or Subservice providers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Service Provider in connection with this Contract by the Client or any persons (other than the Service Provider) contracted by the Client, except to the extent that such losses, liabilities, and costs arise as a result of the Service Provider's breach of sub-clause of this clause GCC.

Such indemnity shall not cover

- (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;
- (b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Client or any other person contracted by the Client, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

Such indemnities shall also not apply

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

2.3.6

If any proceedings are brought or any claim is made against the Service Provider arising out of the matters referred to in Sub-clause 2.3.2 of this clause GCC, the Service Provider shall

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

2.4 LIMITATION OF LIABILITY

2.4.1

- (a) Subject to additional provisions, if any, set forth in the SCC, the Service Provider's liability under this Contract shall be as determined under the Applicable Law.
- (b) The Service Provider shall not be liable to the Client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, or loss of "interest" costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Client; and the Service Provider shall replace all the equipment which is intentionally / accidentally damaged during the course of supply of services.
- (c) The aggregate liability of the Service Provider to the client, whether under the Contract, in tort or otherwise, shall not exceed the total contract price, agreed by both parties; provided that this limitation shall not apply to any obligation of the Service Provider to indemnify the client with respect to intellectual property rights infringement.
- (d) The successful bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or provide a deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by APSCSCL or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that the successful bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of APSCSCL, then The successful bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed, the additional period shall be equal to the amount of time for which the vendor is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of APSCSCL. Such failures or delays shall be brought to the notice of APSCSCL and subject to mutual agreement with APSCSCL, the successful bidder shall take such actions as may be necessary to correct or remedy the failures or delays. The successful bidder shall be entitled to invoice the APSCSCL for additional costs incurred in connection with correction or remedy as above.

- (e) Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit, data or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.
- (f) Any continuous degradation observed on the performance of the successful bidder w.r.to application/infrastructure/attendance etc. may attract penal charges as per the discretion of APSCSCL and any such penal charges shall not exceed 30% of the total respective quarter invoice value.

2.5 INDEMNITY

2.5.1

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

2.5.2

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

2.5.3

If any proceedings are brought or any claim is made against the Client that might subject the Service Provider to liability under Sub-clause 2.5.2 of this clause GCC, the Client shall promptly give the Service Provider the notice of such proceedings or claims, and the Service Provider may at its own expense and in the Client's name get conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Service Provider fails to notify the Client within twenty-eight [28*] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its own behalf. Unless the Service Provider has so failed to notify the Client within the twenty-eight [28*] day period, the Client shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Client shall, at the Service Provider's request, afford all available assistance to the Service Provider in conducting such proceedings or claim and shall be reimbursed by the Service Provider for all reasonable expenses incurred in so doing, **unless otherwise specified in the SCC.**

2.5.4 (NOT APPLICABLE AS THIS IS A SOFTWARE CONTRACT)

The Client shall indemnify and hold harmless the Service Provider and its employees,

officers, and Subservice providers from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Service Provider or its employees, officers, or Subservice providers may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Client, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under "Insurances" Clause 2.6 of GCC, provided that such fire, explosion, or other perils were not caused by any negligent act or failure of the Service Provider.

2.5.5

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

2.5.6

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

2.5.7

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

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

- (i) Use of altered release of some or all of the deliverables or any modification thereof by other party including, but not limited to, other party's failure to use corrections, fixes, or enhancements made available by the accused-party;
- (ii) The combination, operation, or use of some or all of the deliverables or any modification thereof furnished under this Agreement with information, software, specifications, instructions, data, or materials not furnished by the accused-party;

- (iii) Some or all of the deliverables or the modification thereof, which is based on other party's materials or instructions;
- (iv) Any change, not made by the accused -party to some or all of the deliverables or any modification thereof; or
- (v) Other party's misuse of some or all of the deliverables or any modification thereof.

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

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

2.6 FORCE MAJEURE

2.6.1

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

Force Majeure shall not include

- (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, or agents or employees, or
any event which a diligent Party could reasonably have been expected to both consider at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- ii) No Breach of Contract

Force Majeure shall not include insufficiency of funds or failure to make any payment

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

2.6.2 Measures to be Taken

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

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen [14*] calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

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

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC Clause 1.5.

2.6.3

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Clause 3.1.6.

2.6.4

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

- (a) constitute a default or breach of the Contract;
- (b) (Subject to GCC Clauses Clause 3.1.3, and Clause 3.1.4 give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance, if, and to the

extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

2.6.5

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

2.6.6

In the event of termination pursuant to GCC Clause 3.1.6, the rights and obligations of the Client and the Service Provider shall be as specified in GCC "Termination" Clause 3.2.

2.6.7

Notwithstanding GCC Clause 3.1.5, Force Majeure shall not apply to any obligation of the Client to make payments to the Service Provider under this Contract.

3 TERM, TERMINATION AND MODIFICATION OF CONTRACT

3.1 *Term*

3.1.1 Effectiveness of contract

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

3.1.2 Commencement of Services

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

3.1.3

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

3.1.4

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

3.1.5 Extension of time

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

- (a) Any occurrence of Force Majeure as provided in GCC Clause "**Force Majeure**" 2.7;
- (b) Default of the Client; or
- (c) Any other matter specifically mentioned in the Contract;

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

3.1.6

Except where otherwise specifically provided in the Contract, the Service Provider shall submit to the Project Manager a notice of a claim for an extension of the time, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance.

As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Client and the Service Provider shall agree upon the period of such extension. In the event that the Service Provider does not accept the Client's estimate of a fair and reasonable time extension, the Service Provider shall be entitled to refer the matter under "Settlement of Disputes" of GCC Clause 1.5.

3.1.7

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

3.2 **Termination**

3.2.1 Expiration of contract

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

3.2.2 Termination by the Client

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

unless otherwise specified in the SCC.

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

- (b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC Clause 1.5;
- (d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty [60*] calendar days; unless otherwise specified in the SCC
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Service Provider fails to confirm availability of Key Experts as required in Clause GCC Clause 3.1.

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

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation by the Trust into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under Sub- Clause "Service Provider's Responsibilities" GCC.

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

3.2.3 Termination by the Service Provider

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

- (a) If the Client fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 1.5 within forty-five [45*] calendar days after receiving written notice from the Service Provider that such payment is overdue. unless otherwise specified in the SCC.
- (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty [60*] calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five [45*] days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider's notice specifying such breach.

3.2.4 Termination of contract for failure to become effective

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

3.2.5 Cessation of rights and obligations

Upon termination of this Contract pursuant to GCC Clause 3.2 or GCC Clause 3.2.2 hereof, or upon expiration of this Contract pursuant to Clause 3.2.3, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GCC 1.6,
- (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 5.1, and Clause 5.1.3 any right which a Party may have under the Applicable Law.

3.2.6 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 3.2.2 or GCC 3.2.3, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly

manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC **Clause 5.1.7**.

3.2.7 Payment upon Termination

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

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

3.2.8 Disputes about Events of termination

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

3.3 Modification

3.3.1 Permitted Modifications

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

In cases of substantial modifications or variations, the prior written consent of the Authority's is required.

3.3.2 Introducing a Change

Client shall have the right to propose, and subsequently require, the Project Manager to order the Service Provider from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the Service (interchangeably called "Change"), provided that such Change falls within the general scope of the work, does not constitute unrelated work, and is technically practicable, taking into account the capability of the Service Provider.

3.3.3

The Service Provider may from time to time during its performance of the Contract propose

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

3.3.4

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

3.3.5 Assignment

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

4 PAYMENT

4.1 PRICE

4.1.1

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

4.1.2

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

4.1.3

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

4.2 Payment Terms

4.2.1

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

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

4.2.2

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

4.2.3

Payments shall be made promptly by the Client, but in no case later than sixty [60*] days

after submission of a valid invoice by the Service Provider.

4.2.4 Mode of Billing and payments

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

- (a) **Advance payment.** NIL
- (b) **The Itemized Invoices.** As soon as practicable and not later than fifteen [15*] days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Service Provider shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 4.1 and GCC 4.2 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Service Provider's invoices within sixty [60*] days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Service Provider, the Client may add or subtract the difference from any subsequent payments. unless otherwise specified in the SCC.
- (d) **The Final Payment.** The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Service Provider and approved as satisfactory by the Client. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Service Provider to the Client within thirty (30) days after receipt by the Service Provider of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Service Provider specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Service Provider of any obligations hereunder.

4.2.5 Suspension

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

- (i) Shall specify the nature of the failure, and
- (ii) Shall request the Service Provider to remedy such failure within a period not exceeding

thirty

(30) calendar days after receipt by the Service Provider of such notice of suspension.

4.3 SECURITIES

4.3.1 Issuance of Securities

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

4.3.2 Performance Security

- (a) The Service Provider shall, within five [5] days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency specified in the SCC.
- (b) The security shall be a bank guarantee/ Insurance Surety Bond in the form provided in the Appendix-5, or it shall be in another form acceptable to the Client.
- (c) The security shall automatically become null and void once all the obligations of the Service Provider under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Service Provider no later than twenty-eight (28) days after its expiration.
- (d) Upon Acceptance of the entire work, the security shall be reduced to the amount specified in the SCC, on the date of such Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Service Provider.

4.4 Taxes and Duties

4.4.1

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

4.4.2

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

4.4.3

For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date thirty (30) days prior to the date of proposal submission (also called "Tax" in this GCC sub-Clause). If any Tax rates are increased

or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Service Provider, its Subservice providers, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

5 RESPONSIBILITIES

5.1 *Service Provider's Responsibilities*

5.1.1 Standard of Performance

The Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

The Service Provider shall not subcontract part of the Services to any Sub-Service Providers.

5.1.2

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

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

5.1.3 Service Provider to affiliate not to engage in certain activities

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

5.1.4 Prohibition of conflicting activities

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

5.1.5 Accounting, Inspection and Auditing

The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

The Service Provider shall permit the authorities and/or persons appointed by the

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

5.1.6 Maintaining of records and reports

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

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

5.1.7 Equipment and materials furnished by the Client

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

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

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

5.1.8

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

5.2 *Client's Responsibilities*

Unless otherwise specified in the SCC, the Client shall use its best efforts to carry out its responsibilities.

5.2.1

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

5.2.2

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

5.2.3

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

5.2.4

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

5.2.5

Assist the Service Provider and the Experts with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

5.2.6

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

5.2.7 Access to facilities

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

6 SUBJECT OF CONTRACT

6.1 *Project Plan*

6.1.1

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

6.1.2

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

6.1.3

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

6.1.4

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

6.2 *Documents Approval*

6.2.1 Instructions and Specifications

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

6.2.2 Codes and Standards

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

6.2.3 Approval/Review of Documents by the Project Manager

(a) The Service Provider shall prepare and furnish to the Project Manager the documents as specified in the SCC for the Project Manager's approval or review. Any part of the Service covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval of these documents. Sub-clause 6.2.3(b) onwards of this clause GCC shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

- (b) Within fourteen [14*] days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with Sub-clause 6.2.3(a) of this clause GCC, the Project Manager shall either return one copy of the document to the Service Provider with its approval endorsed on the document or shall notify the Service Provider in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes.
- (c) The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.
- (d) If the Project Manager disapproves the document, the Service Provider shall modify the document and resubmit it for the Project Manager's approval in accordance with Sub-clause 6.2.3(b) of this clause GCC. If the Project Manager approves the document subject to modification(s), the Service Provider shall make the required modification(s), subject to Sub-clause 6.2.3(e) of this clause GCC. The procedure set out in Sub-clause 6.2.3(a) through Sub-clause 6.2.3(d) of this clause GCC shall be repeated, as appropriate, until the Project Manager approves such documents.
- (e) If any dispute occurs between the Client and the Service Provider in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Service Provider shall proceed with the Contract in accordance with the Project Manager's instructions, provided that after the dispute resolution, the Term of contract shall be extended accordingly.
- (f) The Project Manager's approval, with or without modification of the document furnished by the Service Provider, shall not relieve the Service Provider of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Service Provider by or on behalf of the Client.
- (g) The Service Provider shall not depart from any approved document unless the Service Provider has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this Clause 6.2.3 of this clause GCC.

6.2.4 Inspection

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

6.2.5

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

6.3 Personnel

6.3.1 Description of personnel

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

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

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

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

6.3.2 Replacement of personnel

Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Service Provider's written request and due to circumstances outside the reasonable control of the Service Provider, including but not limited to death or medical incapacity. In such case, the Service Provider shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration

6.3.3 Approval of personnel

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

6.3.4 Removal and / or Replacement of personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the Service Provider it becomes necessary to replace any of the personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or better qualifications.

- (b) If Client

- (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or

- (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Service Provider shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Client.
- (c) Any of the personnel provided as a replacement under sub-clauses (a) and (b) above, the rate of remuneration applicable to such person, shall be subject to the prior written approval by the Client except as the Client may otherwise agree.
- (d) Except as the Client may otherwise agree,
 - (i) the Service Provider shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
 - (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

6.3.5 Working days, holidays etc.

Working days and holidays for Experts are the same as that of the client. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or furnished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in Appendix 2.

The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix 2, and the Service Provider's remuneration shall be deemed to cover these items.

7. SPECIAL CONDITIONS OF CONTRACT

7.1 GENERAL PROVISIONS AND INTERPRETATION

7.1.1 Definitions

7.1.1 (i) General

1. Applicable Law means the laws prevalent in republic of India shall govern this Contract.
2. The Client is: The VC & MD, APSCSCL
3. The Project Manager is: Manager (IT), APSCSCL.
4. The Service Provider's Representative is:

Name: [insert: name and provide title and address further below, or state "to be nominated within of the Effective Date"]

Title: [if appropriate, insert: title]

7.1.1 (ii) The Contract shall be for a period of 60 months.

7.1.2 Representatives

1. Authorized representative of client:
2. Project Manager Extensions and /or Limitations: No additional extensions and/ or limitations.
3. Service Provider's Representative's Extensions and/or Limitations:

7.1.3 Notices

Address of the Project Manager:

Manager – IT, APSCSCL

Vijayawada, Andhra Pradesh - India.

Fallback address of the Client:

O/o VC & MD--APSCSCL

Vijayawada, Andhra Pradesh - India.

Address of the Service Provider's Representative:

- 1) Fallback address of the Service Provider
- 2) as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI protocol

7.2 DISPUTE SETTLEMENT

7.2.1 Conciliation

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

Disputes shall be settled in accordance with the following provisions:

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

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

arbitrator. The matter shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act.

7.2.2 Arbitration

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

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

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

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

7.2.3 Miscellaneous

In any arbitration proceeding hereunder:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Vijayawada.

(b) English language shall be the official language for all purposes; and

(c) The decision of the sole arbitrator or of a majority of the arbitrators

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

7.3 COPYRIGHT, CONFIDENTIAL INFORMATION, AND OWNERSHIP

1. Persons, topics, and conditions for which the confidentiality clause does not Apply-Not Applicable
2. The Government of Andhra Pradesh shall have complete access to all types of technical and / or financial information it obtains or develops with respect to the Service Provider and its Information Technologies, unless the deployed technology is proprietary to the bidder / such third party and proven to be developed before the commencement of the project.
3. Restriction about the future use, if any: Modules specifically developed for APSCSCL shall not be used without the prior written consent of the Client.

7.4 GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

7.4.1 Triggering of Liquidated Damages

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

7.4.2 Limitation of Liabilities

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

7.5 TERMINATION AND MODIFICATION OF CONTRACT

7.5.1 Term

1. Effectiveness conditions -

- a. All the resources under the contract shall be deployed as per the Contract Conditions.
- b. Commencement of Services the Service Provider shall commence work within 15 days from the Effective Date.

7.5.2 Termination

- a. Expiration of Contract The contract shall terminate at the end of 60 months from the Effective Date and can be extended purely for the "Annual Maintenance contract" for such periods as may be deemed necessary by the Authority at such fees that may be negotiated.
- b. Termination of Contract for Failure to Become Effective
- c. The time from the date of signing of contract shall be thirty (30) days.

7.6 PAYMENT

7.6.1 Price

1. **Contract price** shall not exceed 150% of the agreement value in case of additional services being entrusted to the Service Provider during the course of the contract. Additional service shall be paid at the same rates specified in the Price Schedule at Appendix 6.
2. **Currency Ceiling** – Currency shall be paid in INR (Indian Rupees) only. In case of conversion of the foreign currently, the ceiling shall be taken as the value of dollar up to 4th decimal as on 15th day prior to last date of bid submission

7.6.2 Payment Terms

1. Subject to the provisions of GCC Clause (Terms of Payment), the Client shall pay the Contract Price to the Service Provider according to the manner specified below.
 - A. All payments are linked to the successful completion of deliverables certified by the client. The payment schedule applicable is provided in Appendix 8.
 - B. All penalties arising as a result of terms mentioned in the SLA will be deducted before

payment.

- C. All payments are subject to deduction of TDS as per applicable rules.
- D. Subsequent to the exercise of any variation, if there is an excess / shortcoming in the amount paid, such adjustments would be made in the subsequent bill.

7.6.3 Mode of Billing and Payments:

- A. **Advance payments:** No advance payments would be made by the Client. All monetary transaction shall be in Indian Rupees.

7.6.4 Securities

- A. **Advance Payment Security:** Not Applicable.
- B. **Performance Security:** Performance Security equivalent to 10% (ten) percent of the Contract price shall be furnished from any scheduled commercial bank in India as per the terms set in the Clause 4.3.3 of GCC, in the form of a Bank Guarantee/ Insurance Surety Bond substantially in the form specified in Appendix 5 of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Service Provider. Performance Security shall be released upon the completion of the contract period.

(Refer - Appendix 5 of Volume-II)

7.7 SPECIAL CONDITIONS OF RESPONSIBILITIES

7.7.1 Service Provider's responsibilities

- (1) Limitation of Obligations:
- (2) Accounting, Inspecting and Auditing Specific bases: None

7.7.2 Details of Access to Facilities

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

7.7.3 Details of Counter Personnel:

Not applicable.

7.8 SUBJECT OF CONTRACT

7.8.1 Project Plan

- 1. Project Plan shall be Appendix-2.
- 2. Apart from the deliverables mentioned the Project Plan, the Service Provider shall submit progress report to the client as and when requested.

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

7.8.2 Documents Approval

1. Codes and Standards

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

2. Review of Technical Documents by the Project Manager**3. The list of documents shall be:** [Insert: relevant codes if any]

- a. Project Plan.
- b. Staff deployment and roaster of staff.
- c. Document containing personnel replacements.

4. Acceptance Certificate Issuance Details: Upon receipt of every deliverable from the Service Provider, the Project in charge from APSCSCL, shall issue the certificate of acceptance.

APPENDIX 1

DESCRIPTION OF THE SERVICES

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

APPENDIX 2**PROJECT PLAN****(WITH DELIVERABLES AND DELIVERY SCHEDULE)**

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

APPENDIX 3**KEY PERSONNEL**

Provide the details of all qualified key personnel deployed as part of this project in the following format. The data on their experience should be supplied on separate sheets using the tables given hereunder for each candidate.

S. N o.	Name of the Candidate	Title of the Position	Place of deployment	Total Experience (relevant to this project)	Date of Birth	Present Employer	Contact Phone Number	Contact e-Mail Id
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

Note: In case if any candidate leaves at any time during the tenure of the contract, the immediate alternate replacement of same qualification, experience and expertise is to be done by the agency within 7 working days to the satisfaction of the client.

Summarize professional experience of all the key personnel deployed as part of this project in reverse chronological order, candidate wise. Indicate particular technical and managerial experience relevant to the project.

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

APPENDIX 4

SERVICE LEVEL REQUIREMENTS/ AGREEMENT & PENALTIES

Service Level Agreement (SLA):

The successful bidder shall ensure uninterrupted operation, maintenance, and technical support for the UHF RFID-based tracking and traceability solution throughout the contract period. The minimum Service Levels shall be as follows:

Service	SLA
Critical Incident Resolution	Within 8 Hours
Major Incident Resolution	Within 24 Hours
RFID Scanner Replacement	Within 24 Hours
Defective RFID Tag Replacement	Within 7 Working Days
System Availability	Minimum 99.5%
Help Desk Availability	9:00 AM to 6:00 PM on all working days, with emergency support for critical issues

Penalties:

Failure to meet the prescribed Service Levels shall attract penalties as detailed below.

- a) The supplier shall be liable to pay a penalty for delay in delivery of the tags / scanners / related hardware / software development and integration beyond the scheduled date as follows:

Delay upto 3 days	0.5% penalty on the value of delayed Quantity
Delay from 4-7 days	1% penalty on the value of delayed Quantity
Delay from 8-10 days	1.50% penalty on the value of delayed Quantity.
Delay more than 10 days	Contract termination, forfeiture of the Security Deposit, and blacklisting for 2 years.

- b) **SLA Non-Compliance**

SLA Parameter	Penalty
System Availability below 99.5%	0.25% of the Monthly Service Charges for every 0.5% reduction in uptime, subject to a maximum of 10% per month.
Delay in Critical Incident Resolution	₹5,000 per incident per day of delay
Delay in Major Incident Resolution	₹2,500 per incident per day of delay
Failure to Replace RFID Scanner within SLA	₹2,000 per scanner per day

Failure to Replace Defective RFID Tags within SLA	₹1,000 per day
Failure to Deploy Required Technical Manpower	₹5,000 per resource per day
Failure to Submit Mandatory Reports	₹2,000 per report per day

- c) However, in exceptional cases, if the successful bidder can clearly prove that the delay was due to uncontrollable circumstances, APSCSCL may grant an extension at his sole discretion.
- d) If the successful bidder fails to deliver supply and service within the stipulated time, APSCSCL reserves the right to:
- Cancel the remaining order for the unsupplied quantity,
 - Procure the balance quantity from alternate suppliers or through a tender.
 - Recover any financial loss from the defaulting successful bidder, if the alternate procurement cost is lower, and the benefit will not be passed on to the defaulting bidder.
- e) It is to be noted that if the overall penalty applicable for any month during the term of the contract exceeds 25% or if the overall penalty applicable for any quarter during the term of the contract is above 15%; then APSCSCL shall have the right to terminate the contract or impose a change in Key Personnel deployed on the project.
- f) Persistent complaints from the user department during the warranty/service period relating to the improper service will be sufficient ground for the APSCSCL to blacklist the successful bidder from participating in the future tenders.

APPENDIX 5
PERFORMANCE SECURITY FORM

[Insert: **Client's Name, and Address of Office**]

Date: [insert: **date**] **PERFORMANCE GUARANTEE No.:** [insert: **Performance Guarantee Number**]

We have been informed that on [insert: date of award] you awarded Contract No. [Insert: Contract number] for [insert: title and/or brief description of the Contract] (hereinafter called "the Contract") to [insert: complete name of Service Provider] (hereinafter called "the Service Provider"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Service Provider, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert: amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Service Provider to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

On the date of your issuing, to the Service Provider, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding [insert: amount(s) in figures and words]. This remaining guarantee shall expire no later than [insert: number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)] from the date of the Operational Acceptance Certificate for the System, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the applicable Law. [Signature(s)]

[Insert: Client's Name, and Address of or Office]

Date: [insert: date]

1. The Client shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 4.1.1.
2. In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 4.1.1. However, if the SCC for GCC Clauses 4.1.1 from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.

APPENDIX 6

PRICE SCHEDULES

APPENDIX 7

Minutes of Contract Finalization Discussions and Agreed to Contract Amendments

APPENDIX 8

Deliverable linked Payment Schedule

Payment Milestones

Payments shall be released only upon successful completion of the respective milestone, certification by APSCSCL, submission of invoices, and fulfilment of all applicable contractual obligations.

Milestone	Deliverables	Timeline (from Date of Work Order)	Payment Terms
Milestone 1	Supply of the required long distance (4m-6m) UHF RFID Scanners / CMD Scanners, short distance (1-2 metres) UHF RFID Scanners / CMD Scanners as per the work order issued by the department & producing the material delivery and satisfactory / working condition acknowledgement certificate issued by APSCSCL	Within 3 months	80% of the supplied value against progressive supply of the required scanners
Milestone 2	Deployment of required O&M support {manpower, infrastructure, tags / scanners usage support & operations etc.}, subject to satisfactory O&M work acknowledgement certificate produced by APSCSCL	Right from day1 of supply of RFID Scanners	20% of the remaining supplied value of RFID Scanners (Payable in Eleven Equal Quarterly Instalments)
Milestone 3	Cost per transaction value per usage of the RFID Tag at the time of tag fixing at rice mill, reflection of the same over the department's dashboard and certification of such usage by the department	-NA-	As per the actuals as indicated in the price-bid (F2) form per each usage, payable on a monthly basis

Payment Conditions

1. The timelines shall be reckoned from the date of issue of the Work Order.
2. Payments shall be released only after certification by APSCSCL that the respective milestone has been successfully completed.
3. APSCSCL may withhold payment for incomplete, defective, or non-compliant deliverables until the deficiencies are rectified to its satisfaction.

4. All payments shall be subject to applicable statutory deductions, including TDS and other taxes, as per Government rules.
5. The final quarterly payment shall be released only after submission and acceptance of the Project Closure Report, successful handover of all project assets, documentation, source code (where applicable), databases, administrative credentials, and other deliverables specified in the Contract.

Note: *Upon completion of the 5-year contract period, the same contract may be extended for an additional period of 1 more year, subject to satisfactory performance and mutual consent of both parties.*

Notwithstanding anything contained elsewherein the contract, APSCSCL reserves the right to cancel the contract any time during its currency, without assigning any reason whatsoever, by giving a notice of 3 months. No damages / compensation will be payable for such cancellation.