Open Competitive Bid (OCB)

For

Engagement of Service Provider for Development, Implementation, and Maintenance of an Integrated Digital Governance Application with Task Management System, AI-Based Adverse News Identification System, QR code based Public Feedback System and Control Operations and Experience Centre (COEC) Application ,with Dashboards for the period of 3 years.

Andhra Pradesh Commissioner of Civil Supplies and Consumer Affairs, Food & Civil Supplies Department.

4th& 5th Floors, Sri Sai Towers, Ashok Nagar, Beside SIRIS Company, Kanuru, Bandar Road, Vijayawada -520007.

Website: https://www.apscscl.in/

Dated: 07.11.2026

Contents

1. Scope of the Project 7
1.1 Introduction 7
1.2 Module I – Task Management System 8
1.3 Module II – AI-Based Adverse News Identification System 9
1.4 Module III – Control, Operations and Experience Centre (COEC) Application with Dashboards 10
1.5 Module IV – QR-Based Public Feedback System 12
1.6 Deliverables and Implementation Timeline 14
1.7 General Requirements 15
1.8 Additional Security and Hosting Requirements 15
2. Evaluation of Bids 16
2.1 Pre-Qualification (PQ) Evaluation Criteria 16
2.2 Technical Qualification (TQ) Evaluation Criteria 17
2.3 Financial Evaluation Criteria 19
2.4 Final Evaluation (QCBS Method – 75:25) 19
2.5 Award Criteria 20
3. Service Level Agreement (SLA) 20
3.1 Scope and Applicability 20
3.2 Availability, Reliability and Performance Requirements 20
Availability Targets 20
3.3 Availability Measurement and Penalty 21
Availability-Based Penalty 21
3.4 Payment System Performance Requirements 22
Payment System Performance 22
3.5 Incident Management and Resolution 22
Incident Classification 22
3.6 Response and Resolution Timelines 22
SLA Response & Resolution 22
3.7 SLA Penalty Cap and Liability 23
4. General Conditions of Contract 23
4.1 Definitions 24
4.2 Application 27
4.3 Intellectual Property Rights (IPR) 27
4.4 Limitation of Liability 28
4.5 Indemnification 28
4.6 Standards 30
4.7 Confidentiality 30
4.8 Use of Documents and Information 31
4.9 User License and Patent Rights 32
4.10 Performance Security 32
4.11 Officer-in-Charge's Decisions 33
4.12 Delegation 33
4.13 Manuals and Drawings 33
4.14 Inspection and Acceptance Tests 33
4.15 Acceptance Certificates 34
4.16 Prices 35
4.17 Change Orders 35
4.18 Contract Amendment 35
4.19 Subcontracts 35
4.20 Delays in the Supplier's Performance 35
4.21 Liquidated Damages 36
4.22 Force Majeure 36
4.23 Termination and Exit Management Plan 37
4.23.1 Effect of Termination 37
4.23.2 Termination for Default 37

4.23.3 Termination for Insolvency 38
4.23.4 Termination for Convenience 38
4.23.5 Termination for Inefficiency 38
4.24 Resolution of Disputes 38
4.25 Governing Language 39
4.26 Applicable Law 39
4.27 Notices 39
4.28 Taxes and Duties 39
4.29 Licensing Considerations 39
4.30 Training 39
4.31 Speed of Work 40
4.32 Management Meetings 40
4.33 Joint Venture / Consortium 40
4.34 Assignment 40
4.35 No Third-Party Beneficiaries 41
4.36 Governing Law 41
4.37 Entire Agreement 41
4.38 Amendment 41
4.39 Severability 41
4.40 Waivers 41
4.41 Agreement Controlling 41
4.42 Acts or Omissions of Other Party 42
4.43 Non-Exclusivity 42
4.44 Publicity 42
4.45 Arbitration 42
4.46 Non-Solicitation 42
4.47 Authority 43
4.48 Benefit of Doubt 43
4.49 Fairness and Good Faith 43
4.50 Communication 43
Pre-Bid Queries Format 44
Annexure-I: Bid Letter Form 45
Annexure-II: Checklist of PQ and TQ with Compliance (Yes/No), Page No. and Remarks 46
Annexure-III: Turnover and Net Worth Format 48
Annexure-IV: Past Experience Citation Format 49
Annexure-V: Form of Bid Security (Demand Guarantee) 50
Annexure-VI: Earnest Money Deposit (EMD) Format 51
Annexure-VII: Financial Quote Format 52
Annexure-VIII: Draft Agreement 53

Tender no: APSCSC/COEC/Service Provider Dt: 07.11.2026

S.No.	Item	Description
1	Name of the Work	Engagement of Service Provider for Development, Implementation, and Maintenance of an Integrated Digital Governance Application with Task Management System, AI-Based Adverse News Identification System, QR code based public feed back system and Control, Operations and Experience Centre (COEC) Application with Dashboards for the period of 3 years.
2	Tender Type	Quality and Cost Based Selection (QCBS) with weightage of 75:25 (Technical : Financial)
3	Type of Bidding	Open Competitive Bidding (https://apeprocurement.gov.in/)
4	Submission of Bids	Bids shall be submitted online on https://apeprocurement.gov.in platform 1. The participating bidders in the tender should register themselves free of cost on e-procurement platform through the website https://apeprocurement.gov.in. 2. Bidders can log-into e-procurement platform in Secure mode only by signing with the Digital certificates. 3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place. 4. The bidders should scan and upload the respective documents in Technical Qualification of bid documentation as detailed of the tender including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness / authenticity. 5. The rates should be quoted in online only.
5	Non-Refundable BID processing fee	Rs.10,000/- D.D in favor of "VC & MD, APSCSCL". /Online payment
6	EMD (Earnest Money Deposit)	Rs.3,00,000/- (Rupees Three Lakhs Only).
7	EMD Payment Mode	In the form of online payment or BG in favor of "VC & MD, APSCSCL".

8	Period for furnishing EMD	Along with submission of the bid
9	EMD return period	The Bid Security of un successful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
10	Bid Validity Period	180 days from the date of opening of bids
11	Contract Agreement Period to be entered	Within 3 days from the date of award of work
12	Maintenance/AMC/ O&M Period	3 years from the date of issuance of work order (Development & Implementation Phase – 2 Months, Maintenance Phase – 34 Months)
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 maintenance period.
14	Bid document download Start Date	**07.11.2026 @ 2.00 PM**
15	Pre-Bid Meeting Date	**11.11.2026 @3.30 PM**
16	Bid Submission Closing Date & Time	**16.11.2026 @ 10.30 AM**
17	Opening of Technical bid	**16.11.2026 @2.00 PM**
18	PoC/ Technical Presentation	**18.11.2026 (For bidder who fulfill the PQ criteria)**
19	Opening of Commercial Bid	**19.11.2026 @4.00 PM**
20	Performance Security Payment Mode	Through BG in favor of "VC & MD, APSCSCL".
21	Period for furnishing Performance Security	At the time of entering contract agreement
22	Performance Security validity/return period	Within 60 days after successful and satisfactory completion of Maintenance / AMC / O&M Period

23	Payment Terms	• Development Phase: Payment shall be made upon completion of development and implementation within two (2) months, subject to acceptance by the Department. • Maintenance Phase: Payment shall be made on a monthly basis during the maintenance period, subject to satisfactory performance of services and acceptance by the Department.
24	Penalty for failure to provide service during maintenance period for all items	For any delay beyond permissible down time (as per the discretion of the authority), a penalty of Rs. 200/- will be levied for each day or part there of subject to a maximum of 10% of the total contract value. *The penalty amount shall be deducted from the amounts payable to the Vendor by the authority. Once this amount is exhausted, penalty amount shall be recovered from the PBG/EMD. Once the PBG/EMD is exhausted, the Vendor will be required to recoup the Performance Security. If the Vendor fails to recoup the Performance Security, the Vendor will be debarred from participating in tenders till the time he recoups the Performance Security.
25	Transaction Fee	Transaction fee: All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value or the price mentioned by AP **Civil Supplies Department** through online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores and Rs. 25,000/- if the purchase value is above Rs.50 crores. Service tax applicable as levied by Govt. of India on transaction fee through online in favor of MD, APTS. The amount payable to APTS is non-refundable. Corpus Fund: Successful bidder has to pay an amount of 0.04% on ECV (Estimate Contract Value) with a cap of Rs.10,000/- through online in favor of Managing Director, APTS towards corpus fund at the time of concluding agreement.
26	Transaction Fee payable to	The Managing Director, APTS through online
27	Address	O/o VC & MD, APSCSCL, 4th& 5th Floors, Sri Sai Towers, Ashok Nagar, Beside SIRIS company, Kanuru, Bundar Road, Vijayawada-520007.

28	Contact Details	Mrs. Meena Kumari – Designation –Manager (IT) Email id: it-coordinator@ap.gov.in Contact No: +91 9494153872

1. SCOPEOFTHE PROJECT

1.1 Introduction

The Department of Consumer Affairs, Food and Civil Supplies, Government of Andhra Pradesh, is the administrative department responsible for overseeing various functions through its Heads of Departments, including the Commissioner of Civil Supplies Department, Controller of Legal Metrology, Andhra Pradesh State Civil Supplies Corporation Ltd., and Andhra Pradesh State Consumer Disputes Redressal Commission.

The Department requires an effective monitoring and coordination mechanism to oversee ongoing departmental activities, projects, and administrative processes across its divisions throughout the State. In this regard, the establishment of a Control, Operations and Experience Centre (COEC) is envisaged to strengthen centralized monitoring, improve coordination, and facilitate faster and more informed decision-making through the use of modern digital technologies.

The scope of work broadly includes enhancing the functionality of the existing Command Communication Centre located on the first floor of Sri Sai Towers, Ashok Nagar, Bandar Road, Vijayawada – 520007, by integrating advanced Artificial Intelligence (AI) and Machine Learning (ML)-based analytics services and developing a centralized digital platform to monitor and manage departmental activities across the State.

In this context, the Department intends to engage a Service Provider for the Development, Implementation, and Maintenance of an Integrated Digital Governance Application comprising a Task Management System, AI-Based Adverse News Identification System, QR code based public feed back system and Control, Operations and Experience Centre (COEC) Application with Dashboards for a period of three (3) years. The scope of work shall broadly include the following:

1. Task Management System: Development and implementation of a centralized application for assigning, tracking, monitoring, and reviewing departmental tasks, project activities, action points, and pending matters, with automated reminders, alerts, escalation mechanisms, and progress monitoring dashboards.
2. AI-Based Adverse News Identification System: Development and implementation of an AI-based system to identify, monitor, and analyze adverse news from available sources, classify relevant information, generate alerts, and facilitate timely review and necessary action by the concerned authorities.
3. Control, Operations and Experience Centre (COEC) Application with Dashboards: Development and implementation of a centralized application to monitor departmental activities through integrated data, interactive dashboards, real-time reports, alerts, key performance indicators, and analytical insights to support effective supervision and decision-making.
4. QR-Based Public Feedback System**:** The scope shall include the development of a dedicated web-based and mobile-responsive application, generation of unique QR codes for each identified location, printing of QR codes on A3-size display stickers, transportation and physical mounting/installation at all designated locations.

The selected Service Provider shall be responsible for software development, customization, system integration, testing, deployment, user training, documentation, technical support, and maintenance of the applications throughout the contract period. The solution shall incorporate appropriate security measures, role-based access control, audit trails, and reliable data management to ensure secure and efficient operations.

The development and implementation of the applications shall be completed within two (2) months, followed by maintenance and technical support for the remaining contract period, as per the terms and conditions of the tender. The Service Provider shall ensure the continued availability, performance, and effective functioning of the applications throughout the three year engagement period.

1.2 Module I – Task Management System

The objective of this module is to develop a centralized Task Management System to facilitate the creation, assignment, tracking, monitoring, and closure of departmental tasks and activities across the Department of Consumer Affairs, Food and Civil Supplies, Government of Andhra Pradesh, and its associated Heads of Departments and divisions. The system shall improve accountability, coordination, timely completion of activities, and monitoring of pending tasks.

Functional Requirements

- User and Department Management: The system shall maintain details of departments, Heads of Departments, divisions, officers, employees, and their respective roles and responsibilities.
- Task Creation and Assignment: Authorized users shall be able to create tasks with descriptions, objectives, assigned officers, responsible departments, priority levels, start dates, and target completion dates.
- Task Allocation and Reassignment: Tasks shall be assigned or reassigned to officers and employees based on administrative requirements, with a record of all assignment changes.
- Task Categorization and Prioritization: Tasks shall be categorized by department, division, activity type, urgency, and priority to facilitate systematic monitoring.
- Workflow and Approval Management: The system shall support configurable workflows for task submission, review, approval, execution, verification, and closure, wherever applicable.
- Task Status Tracking: Users shall be able to update and monitor task status, including Not Started, In Progress, Pending, Under Review, Completed, and Overdue.
- Deadline and Reminder Management: The system shall generate automated reminders before task due dates and notify responsible officers about pending and overdue tasks.
- Escalation Mechanism: Tasks that remain pending beyond defined timelines shall be escalated automatically to the designated supervisory officers according to configurable escalation rules.
- Progress Updates and Evidence Upload: Assigned officers shall be able to submit progress

updates, remarks, supporting documents, photographs, and other relevant evidence.

- Review and Closure: Supervisory officers shall be able to review completed tasks, provide observations, request additional information, and approve or reject task closure.
- Meeting and Action Point Management: The system shall support recording of meeting decisions, minutes of meetings, action points, responsible officers, and timelines for completion.
- Dashboard and Performance Monitoring: Role-based dashboards shall display total tasks, completed tasks, pending tasks, overdue tasks, department-wise performance, and officer-wise progress.
- Search and Filtering: Users shall be able to search and filter tasks using task ID, department, assigned officer, status, priority, date, and other relevant parameters.
- Reports and Analytics: The system shall generate department-wise, division-wise, officer-wise, priority-wise, and time-period-based reports for administrative review.
- Notifications and Alerts: The system shall provide notifications regarding task assignment, status changes, approaching deadlines, escalations, approvals, and closure through configured communication channels.
- Audit Trail and Access Control: The system shall maintain logs of task creation, modifications, assignments, status changes, approvals, and closure, with access restricted according to user roles.
- Recurring Tasks and Templates: Authorized users shall be able to create recurring tasks and reusable task templates for routine departmental activities.
- Data Export and Integration: The system shall support exporting permitted reports and integrating with the COEC application and other approved departmental systems through secure interfaces, wherever required.

1.3 Module II – AI-Based Adverse News Identification System

The objective of this module is to develop an AI-based system to identify, monitor, classify, and analyze adverse news and relevant media reports relating to the Department, its Heads of Departments, departmental activities, public services, and other matters of administrative importance. The system shall help the Department identify emerging issues, receive timely alerts, and facilitate appropriate review and action by the concerned authorities.

Functional Requirements

- News Source Configuration: The system shall allow authorized administrators to configure and manage accessible news sources, including online news portals, newspapers with available digital content, and other approved media sources.
- Automated News Monitoring: The system shall periodically monitor configured sources to identify news articles and reports relevant to the Department, its functions, services, schemes, activities, and associated organizations.
- Keyword and Topic Configuration: Authorized users shall be able to configure keywords, phrases, topics, department names, scheme names, locations, and other relevant search criteria for monitoring adverse news.
- AI-Based News Identification: The system shall use AI and Natural Language Processing (NLP) techniques to identify potentially adverse or sensitive news from the collected content.
- News Classification and Categorization: Identified news shall be classified into

configurable categories such as service deficiencies, public grievances, supply-related issues, irregularities, enforcement matters, consumer complaints, legal issues, and reputational risks, as applicable.

- Sentiment and Risk Analysis: The system shall analyze the tone and context of news reports and assign configurable risk levels, such as High, Medium, and Low, to support prioritization by the Department.
- Department and Subject Mapping: Relevant news items shall be mapped to the concerned department, Head of Department, division, scheme, service, or administrative subject wherever identifiable.
- Duplicate News Detection: The system shall identify duplicate or substantially similar news reports from multiple sources and group them to reduce repetitive alerts.
- Real-Time or Scheduled Alerts: The system shall generate alerts when relevant adverse news is identified, based on configured monitoring frequency, risk level, keywords, and notification rules.
- News Repository and Archive: The system shall maintain a searchable repository of identified news items, including available headlines, publication dates, source names, links, categories, risk levels, and monitoring history.
- News Review and Verification: Authorized officers shall be able to review identified news, verify its relevance, mark false positives, update classifications, and record observations or remarks.
- Assignment and Action Tracking: Relevant news items shall be assigned to the concerned officers or departments for examination, response, or necessary action, with status tracking and follow-up reminders.
- News Trend Analysis: The system shall provide analytical views showing trends by department, topic, location, source, risk category, and time period to identify recurring issues and emerging concerns.
- Dashboards and Reports: The system shall provide dashboards showing the number of adverse news items identified, high-risk items, department-wise distribution, pending reviews, action status, and historical trends.
- Search and Filtering: Users shall be able to search and filter news by keywords, source, date, department, topic, category, risk level, and action status.
- Summary and Insight Generation: The system shall generate AI-assisted summaries of news reports and highlight key issues, relevant entities, and possible administrative implications for review by authorized officers.
- Notification and Escalation: The system shall support configurable escalation of high-risk or unreviewed news items to designated supervisory officers based on prescribed rules and timelines.
- Audit Trail and System Administration: The system shall maintain records of news classification changes, verification, assignment, actions taken, and user activities, with role-based access controls.
- Performance Monitoring: The system shall provide monitoring information on news collection status, processing failures, source availability, and AI classification outcomes to support operational review.
- Accuracy Review and Feedback: The system shall allow authorized users to provide feedback on incorrect classifications and false positives, enabling configuration improvements and model evaluation, subject to the capabilities of the approved AI solution.

Note: The system shall identify potential adverse news for human review. AI-generated classifications, summaries, and risk assessments shall not automatically be treated as verified facts.

1.4 Module III – Control, Operations and Experience Centre (COEC) Application with Dashboards

The Service Provider shall develop and implement a centralized Control, Operations and Experience Centre (COEC) Application with integrated dashboards to provide a unified view of the operations, performance, and service delivery of the Department of Consumer Affairs, Food and Civil Supplies, Government of Andhra Pradesh.
The COEC Application shall be integrated with the Department's existing and relevant digital platforms, applications, databases, and information systems to enable centralized monitoring, data consolidation, analytics, reporting, and informed decision-making. The application shall integrate, wherever technically feasible and subject to departmental authorization, through APIs, web services, database interfaces, or other approved integration mechanisms.

Functional Requirements

- Centralized Monitoring Dashboard: Provide a unified dashboard displaying consolidated information from all integrated departmental and authorized external platforms.
- Platform-Wise Monitoring: Display platform-specific operational information relating to Rice Card Management, Deepam, Pre-Procurement, Paddy Procurement, Supply Chain Management, e-PDS, Stock Allocation, PGRS, and other integrated systems.
- Data Integration and Consolidation: Collect, consolidate, and present data received from integrated systems through approved interfaces, subject to data availability, access permissions, and applicable security requirements.
- Key Performance Indicators (KPIs): Provide configurable KPIs to monitor scheme implementation, procurement operations, stock availability and allocation, supply chain performance, public distribution activities, and grievance redressal.
- Procurement Monitoring: Display relevant information on pre-procurement activities, paddy procurement progress, procurement centres, quantities procured, and other available procurement indicators.
- Stock and Supply Chain Monitoring: Provide dashboards for stock availability, stock allocation, movement of commodities, supply chain operations, and distribution performance based on data made available by the respective systems.
- Rice Card and Scheme Monitoring: Display relevant information concerning Rice Card services and Deepam scheme implementation, including application or beneficiary status and other authorized indicators, subject to applicable data access restrictions.
- e-PDS Monitoring: Present available information on public distribution operations, allocation, distribution, transaction status, and other relevant operational indicators supported by the integrated e-PDS platform.
- Grievance Monitoring and Redressal: Integrate with PGRS and other authorized grievance management platforms to display grievance counts, categories, department-wise distribution, pending grievances, resolution status, disposal timelines, and overdue cases, wherever such data is available.

- Real-Time or Scheduled Data Updates: Synchronize information in real time or at agreed intervals, depending on the capabilities, availability, and approved integration mechanisms of the respective source systems.
- Alerts and Escalations: Generate configurable alerts for significant operational deviations, delayed activities, pending grievances, stock-related exceptions, procurement issues, and other conditions defined by the Department.
- Role-Based Dashboards: Provide consolidated and detailed dashboards for authorized officers at different administrative levels, with access controlled according to their roles and responsibilities.
- Drill-Down Analysis: Enable users to navigate from consolidated dashboards to platform-wise, scheme-wise, district-wise, procurement-centre-wise, or other relevant detailed views, subject to source-system capabilities and access permissions.
- Reports and MIS: Generate daily, weekly, monthly, and customized reports covering procurement, stock allocation, supply chain operations, public distribution, scheme implementation, grievance redressal, and overall departmental performance.
- Historical and Trend Analysis: Maintain and present available historical data to identify trends, recurring issues, performance variations, and areas requiring administrative attention.
- Task and Action-Point Integration: Enable authorized officers to create or assign follow-up tasks through the Task Management System based on issues identified through COEC dashboards, wherever integrated.
- AI-Assisted Analytics: Provide AI-assisted summaries, insights, and natural-language querying of authorized integrated data, subject to data availability, security restrictions, and validation by departmental users.
- System and Integration Health Monitoring: Monitor the connectivity, data synchronization status, failed interfaces, and availability of integrated platforms and generate alerts for integration failures.
- Search, Filtering, and Data Export: Enable authorized users to search, filter, and export dashboard information and reports using relevant parameters, subject to access controls and departmental policies.
- Security, Audit, and Access Control: Implement secure authentication, role-based access control, audit logs, and appropriate data protection measures for all integrated systems and consolidated information

1.5 Module IV –QR-Based Public Feedback System

The Service Provider shall design, develop, implement and maintain a comprehensive QR-Based Public Feedback System across approximately 77,000 designated locations throughout the State of Andhra Pradesh under the Department of Consumer Affairs, Food and Civil Supplies, Government of Andhra Pradesh. The number of designated locations may be increased or decreased by the Department, as per its operational requirements, from time to time.

The objective of this module is to facilitate citizens in submitting feedback, suggestions, complaints and service-related information by scanning QR codes displayed at designated departmental locations. The system shall enable transparent feedback collection, centralized monitoring, grievance tracking, analytical reporting and timely action by the concerned departmental authorities.

The scope shall include the development of a dedicated web-based and mobile-responsive application, generation of unique QR codes for each identified location, printing of QR codes on A3-size display stickers, transportation and physical mounting/installation at all designated locations.

Functional Requirement

- The system shall generate approximately 77,000 unique QR codes corresponding to designated locations across the State of Andhra Pradesh.
- The system shall facilitate registration and mapping of each location with details such as district, mandal, village/town, establishment name, address and unique Location ID.
- Each QR code shall be uniquely linked to its respective location-specific feedback submission page.
- The system shall provide a mobile-responsive citizen interface accessible through QR code scanning without requiring installation of a separate mobile application.
- The application shall support feedback submission in Telugu and English.
- Citizens shall be able to submit feedback, suggestions, complaints and service-related observations through structured feedback forms.
- The system shall provide predefined feedback categories, including service quality, staff behaviour, availability of services, infrastructure and other departmental activities.
- The application shall enable citizens to upload supporting photographs and documents along with their feedback or complaints, wherever applicable.
- The system shall support both anonymous and identified feedback submission, subject to departmental policies.
- The system shall generate a unique reference number and acknowledgement for every feedback or complaint submitted by citizens.
- The application shall maintain a centralized repository of all feedback and complaints received from the designated locations across the State.
- The system shall facilitate assignment of feedback and complaints to concerned departmental officers based on location, category and administrative jurisdiction.
- The system shall provide functionality to track feedback status, including Received, Under Review, Assigned, Action Initiated, Resolved and Closed.
- The system shall enable concerned officers to record action taken, remarks, resolution details and supporting documents against individual complaints.
- The system shall generate automated notifications and alerts to concerned officers regarding new feedback, pending complaints and overdue cases.
- The system shall provide configurable escalation mechanisms for unresolved complaints to higher-level officers based on predefined timelines.
- The application shall provide a centralized administrative dashboard displaying total QR codes generated, locations covered, QR codes installed, feedback received, pending complaints and resolved complaints.
- The system shall provide district-wise, mandal-wise and location-wise monitoring of feedback and complaint statistics.
- The system shall maintain QR code installation records, including installation date, location details, installation status and supporting photographs.
- The system shall provide functionality to validate QR code readability and operational status after printing and physical installation.

- The system shall facilitate QR code regeneration, deactivation and replacement in case of damage, loss or incorrect mapping.
- The system shall support generation of print-ready QR code layouts in A3 size, incorporating departmental branding, location identification details and citizen instructions.
- The Service Provider shall undertake printing of approximately 77,000 A3-size QR code display stickers and ensure proper identification and location mapping.
- The system shall provide analytics to identify recurring complaints, common service deficiencies and location-specific issues.
- The application shall provide search and filtering facilities based on QR Code ID, Location ID, district, mandal, feedback category, submission date and complaint status.
- The system shall generate daily, weekly, monthly and customized MIS reports covering QR code generation, printing, installation, feedback received and complaint resolution.
- The system shall support role-based access for State-level administrators, district-level officers, mandal-level officers and other authorized departmental personnel.
- The system shall maintain comprehensive audit logs of feedback submissions, assignments, status changes, officer remarks and resolution activities.
- The system shall facilitate integration with the Task Management System for assigning follow-up tasks based on feedback and complaints requiring departmental intervention.
- The application shall support secure data exchange and integration with other applications through approved APIs or web services, wherever required.
- The Service Provider shall undertake transportation, distribution and physical mounting/installation of approximately 77,000 A3-size QR code display stickers at designated locations throughout Andhra Pradesh.
- In case any QR code stickers/display sheets require reinstallation or replacement due to damage, wear and tear, loss or other reasons during the O&M period, the Department shall pay the Service Provider a prorated amount based on the actual number of stickers reinstalled/replaced, at the approved per-unit rate.

1.6 Deliverables and Implementation Timeline

The selected Service Provider shall complete the development, implementation, testing, and deployment of all within 60 calendar days from the date of commencement. Maintenance and technical support shall continue for the remaining contract period, making the total engagement period three (3) years.

Sl. No.	Deliverable / Milestone	Timeline
1	Requirements gathering, departmental consultations, and preparation of the Functional Requirements Document	Day 1–10
2	System architecture, database design, UI/UX design, and integration planning	Day 1–10
3	Development of the Task Management System	Day 11–25
4	Development of the AI-Based Adverse News Identification System	Day 26–30
5	Development of the COEC Application with dashboards, KPIs, reports, and monitoring features	Day 30–40

6	Integration of all and approved departmental applications or data sources	Day 40–45
7	Functional testing, integration testing, security testing, and defect resolution	Day 45–50
8	User Acceptance Testing (UAT), feedback incorporation, and departmental approval	Day 50–55
9	Production deployment, commissioning, and go-live of all four modules	Day 59–60
10	User training, administrator training, and submission of user manuals and technical documentation	By Day 60
11	Handover of source code, applicable licences, deployment scripts, and project documentation as per contract terms	By Day 60
12	Deployment and hosting of all four applications at the designated Andhra Pradesh State Data Centre (SDC)	By Day 60
13	Application maintenance, bug fixing, technical support, security updates, and performance monitoring	Day 61 until contract completion
14	Security audit by a CERT-In-empaneled auditing organization and submission of the audit report	By Day 60
15	System performance, incident, and maintenance reports	Monthly during the maintenance period
16	Periodic performance reviews, user feedback assessment, and agreed enhancements	Throughout the contract period
17	Final documentation update and transition/handover activities	At the end of the contract

Timeline clarification: The above schedule assumes that the four application modules are developed in parallel wherever feasible. The Service Provider shall submit a detailed implementation plan for departmental approval. Any dependencies on departmental data, access credentials, third-party systems, or approvals shall be managed in accordance with the agreed project plan.

1.7 General Requirements

i. All applications shall be web-based and accessible to authorized users through secure authentication.
ii. The solution shall be scalable, user-friendly, secure, and suitable for use across multiple administrative levels.
iii. The Service Provider shall ensure integration among all to enable consolidated monitoring and reporting.
iv. The Department shall review and approve deliverables in accordance with the agreed acceptance criteria.

v. The Service Provider shall maintain the confidentiality and security of departmental data and shall not use or disclose such data without authorization.
vi. The Service Provider shall deploy two resources, namely, a Business Analyst and a Field Support Engineer, at the Head of Department (HOD) premises of the Department.
vii. The Service Provider shall provide technical support and resolve reported defects in accordance with the service levels prescribed in the contract.
viii. Maintenance shall include application support, bug fixing, security updates, performance monitoring, and other agreed maintenance activities throughout the contract period.

1.8 Additional Security and Hosting Requirements

i. Security Audit: All four applications shall undergo security audit by a CERT-In-empanelled Information Security Auditing Organization, as applicable, before production deployment. The Service Provider shall address all identified vulnerabilities and submit the security audit report and compliance confirmation to the Department.
ii. Hosting at State Data Centre (SDC): All applications, databases, and associated components shall be hosted and deployed in the designated State Data Centre (SDC) of the Government of Andhra Pradesh, in accordance with the Department's infrastructure, security, and hosting requirements.
iii. Security Compliance: The applications shall incorporate role-based access control, secure authentication, data encryption, secure API communication, audit logging, backup, and recovery mechanisms in accordance with applicable government security guidelines.
iv. Vulnerability Remediation: The Service Provider shall rectify security vulnerabilities identified during security audits and subsequent assessments and shall facilitate re-auditing wherever required until compliance is achieved.
v. Security Maintenance: The Service Provider shall maintain application security throughout the three-year contract period, including security patches, vulnerability remediation, and periodic security assessments as required by the Department.

2. Evaluation of Bids

This Section sets out the bid evaluation criteria, the methodology, and the process that shall follow in evaluating bids received in response to this RFP. Evaluation shall be carried out in three stages: (2.1) Pre-Qualification (PQ); (2.2) Technical Qualification (TQ); and (2.3) Financial Evaluation. The Final Evaluation shall be on the basis of Quality and Cost Based Selection (QCBS) with weightages of 75:25 (Technical: Financial).

2.1 Pre-Qualification (PQ) Evaluation Criteria

APSCSCL shall validate the pre-requisite documents as below. If a Bidder does not meet any one of these conditions, the Bidder shall be disqualified from further processing.

Sl. No.	Eligibility & Qualification Criteria	Compliance Requirement	Document
1	The Bidder must be a Registered Company under the Companies Act, 1956 / 2013, or a Banking Company / Institution registered under the Banking Regulation Act, 1949, or a Financial Institution notified under the RBI	Copy of Certificate of Incorporation / Registration; PAN; GST.	PQ-1

Sl. No.	Eligibility & Qualification Criteria	Compliance Requirement	Document
	Act, 1934, or any other Company / Institution formed under a Parliamentary Act recognized by RBI.		
2	The Bidder shall not have been blacklisted by any Central / State Government Department or Central / State PSU in India as on the bid submission date.	Undertaking by the authorized signatory of the Bidder on company letterhead.	PQ-2
3	The Bidder shall have an average annual turnover of at least INR 3 Crores from IT-related services in the last three audited financial years (2023-24, 2024-25 and 2025-26).	Statutory Auditor's Certificate stating year-wise annual turnover for the last three financial years;	PQ-3
4	The Bidder shall have positive Net Worth as per audited financial results for at least the last three financial years (2023-24, 2024-25 and 2025-26).	Certificate from Statutory Auditor stating Net Worth for the last three financial years.	PQ-4
5	The Bidder shall have successfully executed similar projects regarding execution of Task Management Systems and Adverse News Monitoring Systems for Government Departments or Public Sector Undertakings (PSUs) during the last three (3) years.	Copy of Work Order / Agreement / Client Certificate.	PQ-5
6	The Bidder shall be ISO 9001 (Quality Management) and ISO 27001 (Information Security Management) certified, with valid certificates as on the bid submission date.	Copy of valid certificates.	PQ-6
7	The Bidder shall have a project office in one of the districts of Andhra Pradesh, OR shall provide an undertaking to establish a project office within 30 days from contract signing.	Address proof of office, or signed undertaking on company letterhead.	PQ-7

Notes:

- Only the technical bids of bidders meeting the Pre-Qualification criteria shall be opened.
- Only bids accompanied by the prescribed Bid Processing Fee and EMD shall be considered.

- Bids without necessary supporting documents or not meeting prescribed qualification criteria will be treated as non-responsive.
- "Financial Year" means the period beginning 1 April and ending 31 March of the following year.
- Department may, at its discretion, ask any Bidder for a clarification of its bid; clarifications shall be in writing.
- No relaxation will be granted on any qualification criterion.

2.2 Technical Qualification (TQ) Evaluation Criteria

Bidders meeting the Pre-Qualification criteria shall be evaluated technically as per the framework below.

TQ Evaluation Structure:

S.No	Evaluation Criterion	Marks
1	Experience in Execution of Task Management System Projects for any Government Department or Public Sector Undertaking (PSU) during the last three (3) years should meet anyone of the following Criteria: a. One (1) successfully executed project– 5 Marks b. Two (2) or more successfully executed projects– 10 Marks Copy of the Work Order/Agreement/Client Certificate as a proof has to be Attached	10
2	Experience in Execution of Adverse News Monitoring System Projects for any Government Department or Public Sector Undertaking (PSU) during the last three (3) years a. One (1) successfully executed project– 5 Marks b. Two (2) or more successfully executed projects– 10 Marks Copy of the Work Order/Agreement/Client Certificate as a proof has to be Attached	10
3	Experience in Security Audit Clearance from a CERT-In-Empanelled Agency for projects executed for any Government Department or Public Sector Undertaking (PSU) during the last three (3) years a. Three (3) successfully executed project– 5 Marks b. Six (6) or more successfully executed projects– 10 Marks Copy of the Work Order/Agreement/Client Certificate and audit certificate issued by competent authority as a proof has to be Attached	10
4	Experience in Implementation of AI/NLP-Based Natural Language Query	10

S.No	Evaluation Criterion	Marks
	(AINLQ) Systems for any Government Department or Public Sector Undertaking (PSU) during the last three (3) years a. One (1) successfully executed project– 5 Marks b. Two (2) or more successfully executed projects– 10 Marks Copy of the Work Order/Agreement/Client Certificate as a proof has to be Attached	
5	Quality Management and Information Security Certifications a. Valid ISO 9001 certification (Quality Management System) – 5Marks b. Valid ISO 27001 certification (Information Security Management System) – 5 Marks Copy of the Certificate as a proof has to be Attached	10
6	Proposed Approach and Implementation methodology a. Project requirement assessment, software development lifecycle, testing, deployment, warranty and maintenance, facilities management – 5 Marks b. Highlight the associated risks/ problems and plans for mitigation and explain the technical approach it would adopt to address them – 5 Marks	10
7	Work Plan: Apart from the detailed Project Plan proposed by the Bidder, the following has to be provided which would be evaluated in the following parameters: - a. Go- Live and Operational Plan – 5Marks b. O & M Plan – 5 Marks c. Integration Plan – 5 Marks	15
8	**Live Demonstration regarding** • AI/NLP-Based Adverse News Monitoring and Natural Language Query (NLQ) System. • Customizable Control, Operations and Experience Centre (COEC) Application	25
	Total	**100**

All bids will be evaluated on the technical bid and the technical presentation. To qualify for the financial bid evaluation, the bidder's technical bid must score at least 70% (seventy percent). Bidders scoring less than 70% in the Technical Bid evaluation shall be immediately disqualified.

2.3 Financial Evaluation Criteria

The Financial Bid shall be opened only for bidders who have qualified in the Pre-Qualification

and Technical Qualification stages with a Technical Score of at least 70%.

Financial Bid Composition (refer Annexure-VII for the detailed format):

- Component A — One-time Development and Implementation costs of all 4 modules within 2 months
- Component-B - QR Code Printing & Mounting
- Component C — Recurring O&M and maintenance costs over 34 months

The Total Evaluated Cost (A + B+ C) shall be considered for Financial Evaluation under the QCBS methodology.

2.4 Final Evaluation (QCBS Method – 75:25)

The final selection shall be based on the Quality and Cost Based Selection (QCBS) methodology with weightages of 75:25 to Technical and Financial respectively. The bidder obtaining the highest combined score shall be considered the successful bidder.

Total Points: TS + FS, where:

- TS = Technical Score = (75 × Marks scored in Technical Evaluation) / 100
- FS = Financial Score = (L1 × 25) / FB
- L1 = lowest Financial Bid among all eligible bidders (those meeting eligibility and scoring ≥ 70 marks in technical evaluation)
- FB = Financial Bid of the bidder under evaluation
- In case of a tie in Final Score, the bidder with the higher Technical Score shall be ranked higher.

Note:

Department reserves the right, after awarding the contract to the successful bidder, to modify the quantity / scope under this tender. Such variations shall be within reasonable limits and shall be executed at the finalised rates.

2.5 Award Criteria

Department shall open the Price Bids of the bidders who have met the conditions as per the Pre-Qualification Criteria and Technical Qualification Criteria. The bidder securing the highest combined QCBS Score shall be declared as the highest-ranked bidder (L1) and shall be considered for award of the contract, subject to satisfactory clarifications and / or negotiations as applicable. Department reserves the right to negotiate with the L1 bidder for further reduction of prices in line with applicable Government of Andhra Pradesh procurement guidelines.

3. Service Level Agreement (SLA)

3.1 Scope and Applicability

The Service Level Agreement (SLA) defined herein shall constitute a comprehensive and binding framework governing the performance, availability, reliability, and support obligations of the Service Provider throughout the contract period. The SLA shall be uniformly applicable across all

components of the solution, including Task Management System, AI-Based Adverse News Identification System, and Control, Operations, Experience Centre (COEC) Application with Dashboards and integrations with third-party systems.

SLA shall operate as a single unified framework, and no subsystem or component shall be subject to a separate or relaxed SLA requirement. All service components shall be governed by the same performance standards and enforcement mechanisms defined herein.

3.2 Availability, Reliability and Performance Requirements

The Service Provider shall design, deploy, and maintain the solution in a manner that ensures high availability, operational resilience, and uninterrupted service delivery. The system shall be supported by redundancy, failover mechanisms, load balancing, and proactive monitoring to minimize downtime and ensure continuity of services.

Availability Targets

Service Category	Minimum Availability (Monthly)	Remarks
Overall Platform	≥99.5%	Includes Task Management System, AI-Based Adverse News Identification System, QR Code based Public feed back system and Control, Operations, Experience Centre (COEC) Application
Critical Services	≥ 99.9%	Includes Task Management System, AI-Based Adverse News Identification System, QR Code based Public feed back system and Control, Operations, Experience Centre (COEC) Application
Non-Critical Services	≥ 99%	Includes Task Management System, AI-Based Adverse News Identification System, QR Code based Public feed back system and Control, Operations, Experience Centre (COEC) Application

Scheduled maintenance shall be undertaken only with prior approval of department and during low-usage periods. Any unplanned downtime or downtime beyond approved windows shall be treated as a breach of SLA.

3.3 Availability Measurement and Penalty

The availability of the system shall be measured on a monthly basis using the following formula:

Availability (%) =[(Total Time–Downtime)/ Total Time]×100

For the purpose of this calculation, downtime shall include all unplanned outages attributable to the Service Provider, excluding approved maintenance windows and force majeure

conditions.

Availability-Based Penalty

Service Category	Achieved Availability	Penalty (% of Monthly Payment)
Overall Platform	99.0% –<99.5%	5%
	98.0%–<99.0%	10%
	<98.0%	15%
Critical Services	99.5% –<99.9%	5%
	99.0%–<99.5%	10%
	<99.0%	15%
Non-Critical Services	98.5%–<99%	5%
	97.0%–<98.5%	10%
	<97.0%	15%

These penalties shall be applied on a monthly basis and shall be in addition to incident- based penalties, subject to the overall penalty cap defined in this RFP.

In case multiple availability categories breach the defined thresholds during a given month, penalties shall not be applied cumulatively. Only the highest applicable penalty among Overall Platform, Critical Services, and Non-Critical Services shall be levied. For the avoidance of doubt, Overall Platform availability shall be considered as the primary measure and shall subsume Critical and Non-Critical Service availability breaches.

Notwithstanding the above, where the Overall Platform Availability falls below 85% during any month, the services shall be deemed to have failed in entirety, and department shall have no obligation to make any payment for such month, without prejudice to its other rights and remedies.

3.4 Payment System Performance Requirements

Given the criticality of revenue assurance and transaction integrity, the Service Provider shall ensure that all payment systems operate with high reliability, accuracy, and performance. The system shall support seamless transaction processing, accurate billing, and timely reconciliation without any revenue leakage.

Payment System Performance

Parameter	Requirement
Transaction Success Rate	≥ 99%
Transaction Processing Time	≤ 5seconds
Payment Failure Handling	Automated retry, rollback, and fallback
Reconciliation	Daily and auditable
Billing/Data Accuracy	100%

Any failure in payment processing, reconciliation mismatch, or billing error shall be treated as a Critical SLA breach and shall attract penalties as defined under the SLA.

3.5 Incident Management and Resolution

The Service Provider shall establish a robust incident management framework supported by real-time monitoring, automated alerts, and a defined escalation matrix. All incidents shall be logged, tracked, and resolved through a centralized system ensuring complete transparency and auditability.

Incident Classification

Category	Description
Critical	Complete outage, payment failure, or major revenue impact
Major	Partial service degradation affecting multiple users
Minor	Limited or non-critical issues

3.6 Response and Resolution Timelines

The Service Provider shall adhere to strict timelines for response and resolution of incidents to ensure minimal disruption to services.

SLA Response & Resolution

Issue Type	Response Time	Resolution Time	Penalty for Breach
Critical	≤ 5minutes	≤2 hours	Rs 200/day up to 10 days, thereafter Rs2 ,000/day
Major	≤15 minutes	≤12 hours	Rs 100/day up to 10 days, thereafter Rs 1,000/day
Minor	≤30 minutes	≤48 hours	Rs 100/day up to 10 days, thereafter Rs 500/day

These timelines shall be applicable across all systems, including Task Management System, AI-Based Adverse News Identification System, and Control, Operations, Experience Centre (COEC) Application and other integrations. Root Cause Analysis (RCA) shall be submitted within 24 hours for all Critical incidents. Incident-based penalties shall be cumulative across all incidents within a month, subject only to the overall monthly penalty cap as defined in 3.7.

3.7. SLA Penalty Cap and Liability

SLA penalties shall be cumulative in nature and shall be deducted from payments due to the Service Provider. The total penalty in any given month, including both availability-based and incident-based penalties, shall be subject to a maximum cap of 15% of the monthly payable amount**,** and the cumulative annual penalty shall not exceed 15% of the total contract value**.**

Notwithstanding the above, where the Overall Platform Availability falls below 85% during any month, the services shall be deemed to have failed in entirety, and department shall have no obligation to make any payment for such month, without prejudice to its other rights and remedies.

In addition to SLA penalties, department shall have the right to impose Liquidated Damages (LD) up to10% of the contract value for persistent, repeated, or material breaches of SLA obligations. Such LD shall constitute a separate and independent contractual remedy and may be imposed within or beyond the SLA penalty limits**,** without prejudice to department's right to recover higher actual losses.

The above SLA penalty caps shall apply only to service-level performance penalties and shall not limit department's right to recover actual losses, damages, regulatory penalties, or third-party claims arising due to service failures. Without limitation, events such as security breach, data compromise, or non-compliance with statutory or broadcaster obligations shall be treated as material breaches and shall be fully indemnified by the Service Provider and excluded from any limitation of liability**.**

All SLA provisions shall be linked to payments, with penalties for deployment delays deducted from milestone payments, warranty deviations adjusted against retained 20% or BG, and AMC payments released quarterly subject to SLA compliance; no duplicate penalties shall apply, and all deductions shall be evidence- based and aligned to respective services. SLA performance shall be measured on a monthly basis; however, billing and payments shall be processed in accordance with the terms and conditions specified in the RFP.

4. General Conditions of Contract

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

The successful bidder shall carry out the system integrator services to the platform in accordance with the provisions of the Agreement; and

AP Civil Supplies Department shall make payments to the successful bidder in accordance with the provisions of the Agreement.

4.1 Definitions:

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

- "Contract" means the agreement entered into between the AP Civil Supplies Department and the successful bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- "Contract Price" means the price payable to the successful bidder under the contract for the full and proper performance of its contractual obligations;
- "Incidental Services" means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such

as installation, commissioning, provision of technical assistance, training and other such obligations of the successful bidder covered under the contract;

- "GCC" means the general conditions of contract;
- "SCC" means the special conditions of contract (if any);
- "AP Civil Supplies Department
- "CCC" means Command Communication Center;
- "Purchaser/User/Client/Department/Authority" means ultimate recipient of goods and services;
- "Vendor/Bidder/Successful Bidder/Agency/Service Provider" means the individual or firm supplying the goods and services under this contract;
- "Project Site" / "Site", wherever applicable, means the place(s) where goods/services are to be made available to user;
- "Day" means calendar day;
- "Up Time" means the time period when specified services with specified technical and service standards are available to user(s);
- "Down Time" means the time period when specified services with specified technical and service standards are not available to user(s);
- "ECV" means Estimated Contract Value;
- "AMC" means Annual Maintenance Contract;
- "JV" means Joint Venture;
- "O&M" means Operations and Maintenance;
- "PV" means Project Value;
- "SLA" means Service Level Agreement;
- "FTE" means Full-Time Equivalent;
- "LD" means Liquidated Damages;
- "PBG" means Performance Bank Guarantee;
- "PS" means Performance Security;

- “EMD” means Earnest Money Deposit;
- “Officer-in-Charge” means the concerned officer who is authorized / nominated on behalf of AP Civil Supplies Department to execute / maintain this project in due course of this contract;
- “Agreement/Project Agreement” means this Agreement, together with its Appendices;
- “Applicable Law” means any Indian statute, law, ordinance, regulation, rule, order, by law, notification, directive including directive by the Government of India which is in force in India as applicable to any Party, as is in force from time to time;
- “Parties” means the AP Civil Supplies Department on one part and the successful bidder on the other part for the purposes of this Agreement;
- “Service Level Agreement (SLA)” means the Operation and Maintenance SLA, executed by and between Parties;
- “AV” means Audio-Visual;
- “IBMS” means Integrated Building Management System;
- “GoI” means Government of India;
- “GoAP” means Government of Andhra Pradesh;
- “OEM” means Original Equipment Manufacturer;
- “MAF” means Manufacturer Authorization Certificate;
- “SI” means System Integrator i.e., an entity that builds computing systems for clients by combining hardware, software, networking and storage products;
- “MSI” means Master System Integrator i.e., an entity that provides System Integrator services + enables all those technical systems, with all of their disparate parts and pieces to work cohesively in the first place and to continue working as designed throughout the lifespan of the project;
- “SP” means Service Provider;

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

References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated

and to all statutory instruments made pursuant to it.

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

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

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

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

4.2 Application:

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

4.3 Intellectual Property Rights (IPR):

The software/deliverables and documentation which are developed pursuant to this Agreement by the successful bidder shall remain the property of AP Civil Supplies Department.

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

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

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

such software.

4.4 Limitation of Liability:

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

Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit, data or revenue), exemplary or punitive damages whether in

contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

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

4.5 Indemnification:

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

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

- Use of altered release of some or all of the deliverables or any modification thereof by other party including, but not limited to, other party’s failure to use corrections, fixes, or enhancements made available by the accused-party;
- The combination, operation, or use of some or all of the deliverables or any modification

thereof furnished under this Agreement with information, software, specifications, instructions, data, or materials not furnished by the accused-party;

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

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

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

4.6 Standards:

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

4.7 Confidentiality:

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

The receiving party shall:

- Treat all Confidential Information disclosed to it as strictly private and confidential and take all necessary measures to keep and procure that its officers, agents and employees keep the Confidential Information confidential and to copy Confidential Information only to extent necessary for the proper fulfillment of this Agreement; and

- Use the same standard of care and discretion to avoid disclosure, publication or dissemination of any and all Confidential Information as it employs with respect to such information of its own where unauthorized disclosure, publication or dissemination might cause it substantial harm; and

- Use the Confidential Information only for the purpose of this Agreement; and

- Disclose Confidential Information only to those of its officers, agents or employees to whom it is strictly necessary for the achievement of this Agreement and only to the extent necessary for the proper fulfillment of this Agreement, ensuring that such persons are made and kept fully aware of its confidential nature and strictly observe the terms of this Agreement; and not disclose Confidential Information to third parties without the prior written consent of the disclosing party and subject to any terms and conditions the disclosing party may impose on such disclosure, and

- immediately notify the disclosing party of any unauthorized use, copying or disclosure of the disclosing party's Confidential Information of which the receiving party becomes aware and provide all reasonable assistance to the disclosing party to terminate such unauthorized use and/or disclosure.

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

- the recipient can demonstrate was in its possession before receipt,

- is or subsequently becomes publicly available without the recipient's breach of any obligation owed the disclosing party,

- is disclosed to the recipient without restriction on disclosure by a third party who had the right to disclose such information or the recipient can demonstrate was independently developed without reliance on any Confidential Information.

- Within ten days of the request of the disclosing party, and in its sole discretion, the recipient shall either return to the disclosing party originals and copies of any Confidential Information of the disclosing party, and all information, records and materials developed from them by the recipient, or destroy the same.

- Money damages will not be an adequate remedy if this section is breached and therefore, either party may, in addition to any other legal or equitable remedies, seek an

injunction or similar equitable relief against such breach.

- The confidentiality obligations of each party shall survive for the term of this Agreement and for a period of five years thereafter.

4.8 Use of documents and information:

- The vendor shall not, without prior written consent from AP Civil Supplies Department, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the AP Civil Supplies Department in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- The Vendor shall not, without prior written consent of AP Civil Supplies Department, make use of any document or information made available for the project, except for purposes of performing the Contract.

- All project related document (including this bid document) issued by AP Civil Supplies Department, other than the contract itself, shall remain the property of the AP Civil Supplies Department and shall be returned (in all copies) to the AP Civil Supplies Department on completion of the Vendor's performance under the contract if so required by the AP Civil Supplies Department.

4.9 User license and patent rights:

- The Vendor shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the vendor shall act expeditiously to extinguish such claim. If the vendor fails to comply and the AP Civil Supplies Department is required to pay compensation to a third party resulting from such software piracy, the vendor shall be responsible for compensation including all expenses, court costs and lawyer fees. The AP Civil Supplies Department will give notice to the vendor of such claim, if it is made, without delay.

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

4.10 Performance Security:

- On receipt of notification of award, the Vendor shall furnish performance security to AP Civil Supplies Department in accordance with bid document requirement.

- The proceed of the performance security shall be payable to the AP Civil Supplies

Department as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

- The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to AP Civil Supplies Department and shall be in one of the following forms:

    a. A bank guarantee, issued by a reputed bank located in India with at least one branch office in AP Civil Supplies Department region, in the form provided in the bidding document or another form acceptable to the AP Civil Supplies Department; or

    b. A cashier's cheque or banker's certified cheque or banker's certified form or pay order drawn in favor of the AP Civil Supplies Department.

- The performance security will be discharged by the AP Civil Supplies Department and returned to the Vendor not later than sixty (60) days following the date of completion of all formalities under the contract and if activities, post warranty/contract, by the Vendor is envisaged, following receipt of a performance guarantee for annual maintenance as per bid document.

In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the Contract.

4.11 Officer-in-charge's Decisions:

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

4.12 Delegation:

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

4.13 Manuals and drawings:

i. Before the goods and services are taken over by the user, the Vendor shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).

ii. The Vendor shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler, system software and the other software.

iii. The manuals and drawings wherever applicable shall be in English or Telugu.

iv. At least one set of the manuals should be supplied for each installation sites.

v. Unless and otherwise agreed, the goods and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

4.14 Inspection and acceptance tests:

1. Inspection and tests prior to shipment of QR code and at final acceptance areas follows:

   a. Inspection of the QR codes shall be carried out to check whether the QR codes are in conformity with the specifications . QR Code mounting shall be completed within 15 days from the date of award of tender,at all the designated locations.

   b. The Inspections and tests of any service/ products covered under this tender , at the discretion of AP Civil Supplies Department, may be conducted on the premises of the Vendor, at point of delivery, and / or at the good's final destination. If conducted on the premises of the Vendor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the AP Civil Supplies Department.

   c. Nothing in this clause shall in anyway release the vendor from any warranty or other obligations under this contract.

   d. The acceptance test will be conducted by the AP Civil Supplies Department, their consultant or any other person nominated by the AP Civil Supplies Department, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements and performance specifications shall be ground for failure. All the software should be complete and no missing modules/ sections will be allowed. The vendor shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the AP Civil Supplies Department, the successful completion of the test specified. An average uptake efficiency of 97% for the duration of test period (30 days) shall be considered as satisfactory.

   e. In the event of the QR codes or software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the AP Civil Supplies Department reserves the rights to get the Equipment replaced by the vendor at no extra cost to the AP Civil Supplies Department.

4.15 Acceptance certificates:

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

4.16 Prices:

Prices charged by the Vendor for goods delivered and services performed under the contract

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

4.17 Change orders:

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

i. Drawing, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the AP Civil Supplies Department;

ii. The method of shipment or packing;

iii. The place of delivery and/or the services to be provided by the Vendor. If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the change order.

4.18 Contract Amendment:

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

4.19 Subcontracts:

Subcontracting of any part of the work shall not be permitted. The selected Bidder shall execute the entire scope of work directly and shall be solely responsible for the development, implementation, hosting at the State Data Centre (SDC), security audit compliance, maintenance, and technical support of the applications throughout the contract period.

4.20 Delays in the supplier's performance:

Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the AP Civil Supplies Department in the specifications.

i. If at anytime during performance of the Contract, the Vendor should encounter conditions impending timely delivery of the goods and performance of services, the Vendor shall promptly notify the AP Civil Supplies Department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, AP Civil Supplies Department shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages.

ii. A delay by the Vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of appropriate liquidated damages, unless an extension of time is agreed upon by AP Civil Supplies Department without liquidated damages.

4.21 Liquidated damages:

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

4.22 Force Majeure:

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

1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the AP Civil Supplies Department in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3. If a Force Majeure situation arises, the Vendor shall promptly notify the AP Civil Supplies Department in writing of such condition and the cause thereof. Unless otherwise directed by the AP Civil Supplies Department in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.23 Termination and Exit Management Plan:

Termination of this agreement is applicable at any point of time with 60 days of prior written notice from head of either party and gracious handover of all the data / knowledge / owned resources to AP Civil Supplies Department.

4.23.1 Effect of Termination:

- At the time of Termination or Expiry of this Agreement, the successful bidder will hand over the software including source code and the documents related to the Project to AP Civil Supplies Department.

- At any time, if AP Civil Supplies Department terminates this contract for convenience and requests transfer of the whole maintenance and operational support of CCC to a 3rd party orto AP Civil Supplies Department the successful bidder shall help in smooth transition. AP **Civil** Supplies Department shall pay the cost of such transition to the successful bidder as agreed by both parties on mutual consent.

- AP Civil Supplies Department shall be liable to make payments of the entire amount due under this Agreement up to the effective date of termination for services which have been rendered by the successful bidder till such date of Termination/Expiry of this agreement period.

- The successful bidder shall provide all such information as may reasonably be necessary to affect seamless handover to AP Civil Supplies Department on its nominated officer or replacement partner.

- All datacenter equipment, hardware, software, devices and any other intellectual property of the successful bidder deployed in this project shall remain the property of the successful bidder, post termination.

4.23.2 Termination for default:

- The AP Civil Supplies Department, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

    - if the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension thereof granted by the AP Civil Supplies Department pursuant to Clauses of GCC or

    - if the Vendor fails to perform any other obligation(s) under the Contract or

    - if the Vendor, in the judgment of the AP Civil Supplies Department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- In the event the AP Civil Supplies Department terminated the contract in whole or in part, AP Civil Supplies Department may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the AP Civil Supplies Department for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to

the extent not terminated.

4.23.3 Termination for in solvency:

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

4.23.4 Termination for Convenience:

- AP Civil Supplies Department, may at any time by giving 90 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is forthe AP Civil Supplies Department /Purchaser's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

- The services that are complete and ready for shipment within thirty (30) days after the vendor's receipt of notice of termination shall be accepted by the AP Civil Supplies Department at the contract terms and prices. For the remaining goods, the AP Civil Supplies Department may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

4.23.5 Termination for inefficiency:

The authority may at anytime terminate the contract by giving 90 days written notice to the Vendor if the Vendor becomes inefficient to deliver the services as per the expectations of authority. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the authority.

4.24 Resolution of disputes:

- The AP Civil Supplies Department and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

- If, after thirty (30) days from the commencement of such informal negotiations, the AP Civil Supplies Department and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.

- The dispute resolution mechanism shall be as follows:

- In case of a dispute or difference arising between the AP Civil Supplies Department and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996. The venue of such arbitration shall be Vijayawada and the language of arbitration proceedings shall be English.

4.25 Governing language:

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

4.26 Applicable law:

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

4.27 Notices:

- Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's address.

- A notice shall be effective when delivered or tendered to other party whichever is earlier.

4.28 Taxes and duties:

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

4.29 Licensing considerations:

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

4.30 Training:

For each hardware and software component installed, the Vendor may be required to train the designated AP Civil Supplies Department and user personnel to enable them to effectively operate the total system. The training schedule will be agreed to by both parties during the performance of the Contract.

4.31 Speed of Work:

The Vendor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Officer-in-charge. The vendor should furnish

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

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

4.32 Management Meetings:

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

4.33 Joint Venture/Consortium:

Joint ventures, consortiums, or any other form of association between two or more entities for the purpose of participating in or executing this Agreement shall not be permitted. The Service Provider shall act as an independent entity and shall not assign, transfer, or delegate its obligations under this Agreement to any other entity without the prior written approval of the Department.

4.34 Assignment:

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

4.35 No Third-Party Beneficiaries:

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

4.36 Governing Law:

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

4.37 Entire Agreement:

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

4.38 Amendment:

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

4.39 Severability:

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

4.40 Waivers:

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

4.41 Agreement Controlling:

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

4.42 Acts or Omissions of Other Party:

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

4.43 Non-Exclusivity:

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

4.44 Publicity:

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

4.45 Arbitration:

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

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

4.46 Non-Solicitation:

Both Parties agree that AP Civil Supplies Department and/or its agencies/vendors/contractors shall not directly or indirectly employ, sub-contract, solicit for employment, or recommend for employment any employee/staff/contractor/agent of the

successful bidder, during this agreement period and for a period of three (3) years thereafter, without the written/email consent of the successful bidder. Both Parties agree that these non-solicitation obligations shall be extended to the incoming vendor (Replacement Agency) if any and AP Civil Supplies Department shall enforce the same where required.

4.47 Authority:

Each signatory of this Agreement represents and warrants that he/she is duly authorized by the Party and for on whose behalf he/she is signing this Agreement to execute the same in a manner binding upon said Party and that all necessary approvals and procedures necessary for vesting such authority in him/her have been duly complied with.

4.48 Benefit of doubt:

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

4.49 Fairness & Good Faith:

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

4.50 Communication:

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

4.51: ***Extension of Contract:*** *Upon completion of the 3-year contract period, the same contract may be extended for an additional period of 2 more years, subject to satisfactory performance and mutual consent of both parties.*

Pre-Bid Queries Format

(On Company Letterhead)

(Through mail)

Project: Engagement of Service Provider for Development, Implementation, and Maintenance of an Integrated Digital Governance Application with Task Management System, AI-Based Adverse News Identification System, and Control, Operations and Experience Centre (COEC) Application with Dashboards for a period of three (3) years.

Name of Bidder/Organization: _____

Sl. No.	RFP Page No.	Section / Clause No.	Existing Clause / Provision	Bidder's Query / Clarification Sought	Suggested Amendment (if any)
1					
2					
3					
4					
5					

Instructions:

1. Bidders shall submit pre-bid queries within the timeline specified in the tender schedule.
2. Each query shall mention the relevant RFP page number, section and clause number.
3. Queries should be specific and limited to clarifications or proposed amendments to the RFP.
4. Pre-bid queries shall be answered through a Corrigendum issued by the Tender Inviting Authority.

Contact Person: _____ Designation: _____

Email ID: _____ Contact No.: _____

Annexure-I: Bid Letter Form

(On Company Letterhead)

From:
(Registered name and address of the bidder.)
To:
The Commissioner,
Andhra Pradesh Civil Supplies department,
Vijayawada, Andhra Pradesh-520007, Andhra Pradesh – 520007.

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the works including supply, delivery installation of hardware, firm wares and soft wares as the case may be, in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated .....

Project Title **Engagement of Service Provider for Development, Implementation, and Maintenance of an Integrated Digital Governance Application with Task Management System, AI-Based Adverse News Identification System, and Control, Operations and Experience Centre (COEC) Application with Dashboards**.

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

If our bid is accepted, we undertake to;

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

2. obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and

3. agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

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

Place& Date: Bidder’s signature and seal

Annexure-II: Checklist of PQ and TQ with Compliance (Yes/No), Page No. and Remarks

(On Company Letterhead)

Name of Bidder: _____

Instructions: The bidder shall indicate Yes/No against each requirement, mention the relevant page number(s) in the submitted bid, and provide remarks where necessary.

Sl. No.	Criteria / Document	Reference	Compliance (Yes/No)	Page No.	Remarks
1	Certificate of Incorporation / Registration, PAN and GST	PQ-1			
2	Undertaking confirming that the bidder is not blacklisted	PQ-2			
3	Statutory Auditor's certificate for average annual IT-related turnover for FY 2023-24, 2024-25 and 2025-26	PQ-3			
4	Statutory Auditor's certificate confirming positive net worth for FY 2023-24, 2024-25 and 2025-26	PQ-4			
5	Work orders / agreements / client certificates for similar Task Management and Adverse News Monitoring projects executed for Government Departments / PSUs during the last three years	PQ-5			
6	Valid ISO 9001 and ISO 27001 certificates	PQ-6			
7	Proof of project office in Andhra Pradesh or undertaking to establish one within 30 days of contract signing	PQ-7			
8	Experience in execution of Task Management System projects for Government Departments / PSUs	TQ-1			
9	Experience in execution of Adverse News Monitoring System projects for Government Departments / PSUs	TQ-2			

10	Experience in security audit clearance from a CERT-In-empanelled agency for Government / PSU projects	TQ-3			
11	Experience in implementation of AI/NLP-Based Natural Language Query systems for Government Departments / PSUs	TQ-4			
12	Valid ISO 9001 certification	TQ-5(a)			
13	Valid ISO 27001 certification	TQ-5(b)			
14	Proposed approach and implementation methodology, including risk identification and mitigation	TQ-6			
15	Work plan covering go-live and operational plan, O&M plan and integration plan	TQ-7			
16	Live demonstration of AI/NLP-Based Natural Language Query system	TQ-8			

Authorized Signatory: _____ Designation: _____

Signature & Seal: _____ Date: _____

Annexure-III: Turnover and Net Worth Format

(On Company Letterhead)

Name of Bidder: _____

All amounts shall be stated in Indian Rupees. The figures below shall be certified by the Statutory Auditor / Chartered Accountant and supported by the relevant audited financial statements.

Sl. No.	Financial Year	Annual Turnover from IT-Related Services (₹)	Net Worth (₹)
1	2023-24		
2	2024-25		
3	2025-26		
	Total Turnover (3 years)		
	Average Annual IT-Related Turnover		

Authorized Signatory: _____ Designation: _____
Signature & Seal: _____ Date: _____

Annexure-IV: Past Experience Citation Format

(On Company Letterhead)

Name of Bidder: _____

Bidders shall provide a separate entry for each project claimed for pre-qualification or technical evaluation. Supporting work orders, agreements, completion certificates or client certificates shall be attached.

Sl. No.	Project Title and Brief Scope	Client / Department / PSU	Project Value (₹)	Execution Period / Completion Date	Supporting Document & Page No.
1					
2					
3					
4					
5					

Authorized Signatory: _____ Designation: _____

Signature & Seal: _____ Date: _____

Annexure-V: Form of Bid Security (Demand Guarantee)

(Demand Guarantee)

Beneficiary :_____
_____**Invitation for Bids No** :
_____**Date** :_____
_____**BID GUARANTEE No.** : _____
Guarantor :_____

We have been informed that_____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of_____ under Invitation for Bids No._____ ("the NIT no.").
Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(_____) upon receipt by us of the Beneficiary's complying demand, supported bythe Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) Has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

(b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the Contract Agreement signed by the Applicant and the BID SECURITY issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) thirty days after the end of the Bid Validity Period.
Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Annexure-VI: Earnest Money Deposit (EMD) Format

To: Andhra Pradesh Commissioner of Civil Supplies and Consumer Affairs, Food & Civil Supplies Department

Tender Title: Engagement of Service Provider for Development, Implementation, and Maintenance of an Integrated Digital Governance Application with Task Management System, AI-Based Adverse News Identification System, and Control, Operations and Experience Centre (COEC) Application with Dashboards for a period of three (3) years.

NIT No.: _____ Date: _____

Bidder Name: _____

EMD Amount: ₹3,00,000/- (Rupees Three Lakh Only), as specified in the RFP.

The EMD shall be furnished through the payment mode permitted in the RFP. Where a Bank Guarantee is accepted, the following details shall be completed by the issuing bank.

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Bank Guarantee No.: _____ Date: _____

Issuing Bank and Branch: _____

Beneficiary: _____

Amount: ₹_____

Validity up to: _____ Claim period up to: _____

In consideration of the Beneficiary agreeing to accept this Bank Guarantee towards the Earnest Money Deposit for the above tender, we, _____ Bank, hereby irrevocably undertake to pay the Beneficiary, on its first written demand, an amount not exceeding ₹_____, in accordance with the terms of this Guarantee and the tender conditions.

This Guarantee shall remain valid until _____ and any claim under it shall be made on or before _____, subject to the tender conditions.

For and on behalf of the Issuing Bank:

Authorized Signatory: _____ Name: _____

Designation: _____ Bank Seal: _____

Place: _____ Date: _____

Note: This is a format template. The final wording, beneficiary name, validity, claim period and permitted EMD payment mode must be confirmed against the final tender conditions and the issuing bank's prescribed format.

Annexure-VII: Financial Quote Format

(On Company Letterhead)

The bidder shall quote amounts in Indian Rupees. The financial bid shall include all costs required for complete performance of the scope of work, with applicable taxes shown separately. The total evaluated cost shall comprise Component A, Component B and Component C, as specified in the RFP.

Sl. No.	Cost Component	Description	Quantity / Period	Amount Excl. GST (₹)	GST (₹)	Total Incl. GST (₹)
A	One-time Development & Implementation	Development, customization, integration, testing, security audit coordination, deployment, training, documentation and go-live of all four applications	One-time / within 2 months time			
B	QR Code Printing & Mounting	QR code display stickers Printing & Mounting	One-time			
C	Operations & Maintenance (O&M) both software and Hardware	Maintenance, technical support, bug fixing, security updates, performance monitoring and agreed support for all four applications	34 months			
	Total Evaluated Cost (A + B + C)	**Total cost**	**3 years total**			
	Amount in Words:					

- In case any QR code stickers/display sheets require reinstallation or replacement due to damage, wear and tear, loss or other reasons during the O&M period, the Department shall pay the Service Provider a prorated amount based on the actual number of stickers reinstalled/replaced, at the approved per-unit rate.

Authorized Signatory: _____ Designation: _____

Signature & Seal: _____ Date: _____

Annexure-VIII: Draft Agreement

This Agreement is made on this _____ day of _____, 20____ at _____.

BETWEEN

Andhra Pradesh Commissioner of Civil Supplies and Consumer Affairs, Food & Civil Supplies Department, Government of Andhra Pradesh, having its office at 4th & 5th Floors, Sri Sai Towers, Ashok Nagar, Beside SIRIS Company, Kanuru, Bandar Road, Vijayawada – 520007 (hereinafter referred to as the "Department", which expression shall, unless repugnant to the context, include its successors and permitted assigns);

AND

M/s. _____, a company/firm incorporated or registered under the applicable laws of India, having its registered office at _____, represented by its authorized signatory _____ (hereinafter referred to as the "Service Provider", which expression shall, unless repugnant to the context, include its successors and permitted assigns).

The Department and the Service Provider are individually referred to as a "Party" and collectively as the "Parties".

The Department appoints the Service Provider for development, implementation, and maintenance of the Integrated Digital Governance Application comprising the Task Management System, AI-Based Adverse News Identification System, and Control, Operations and Experience Centre (COEC) Application with Dashboards, in accordance with the RFP, the accepted bid, and the documents incorporated into this Agreement.

2. Contract Documents

The following documents shall form part of this Agreement:

(a) the RFP and all corrigenda/clarifications;

(b) the Service Provider's accepted technical and financial bids;

(c) the Letter of Award / Work Order;

(d) the approved implementation plan;

(e) the SLA; and

(f) any other document expressly incorporated in writing.

In case of inconsistency, the order of precedence shall be as specified in the RFP or, if not specified, as mutually confirmed in writing by the Parties:

3. Contract Period and Implementation

The total contract period shall be three (3) years from the date specified in the Work Order, comprising a development and implementation period of two (2) months and a maintenance and support period of thirty-four (34) months, subject to the RFP and the Work Order.

4. Contract Price and Payment

The contract price shall be ₹_____ (Rupees _____ only), inclusive/exclusive of applicable taxes as specified in the accepted financial bid. Development and implementation payment shall be made upon completion and acceptance by the Department, within the prescribed two -month

implementation period. Maintenance payments shall be made monthly during the maintenance period, subject to satisfactory service delivery, applicable SLA compliance, submission of invoices, and acceptance by the Department.

5. Performance Security

The Service Provider shall furnish performance security in the amount, form, and validity prescribed in the RFP and Work Order. The security shall be maintained and released in accordance with the tender conditions.

6. Obligations of the Service Provider

The Service Provider shall develop, test, deploy, integrate, document, and maintain the applications; conduct training; provide source code and other deliverables as required by the RFP; comply with security audit and hosting requirements; protect departmental data; and meet all service levels and timelines.

7. Obligations of the Department

The Department shall provide reasonable access to relevant information, nominate authorized officers, review deliverables, communicate observations within a reasonable period, and make payments in accordance with the Agreement, subject to the contract terms.

8. Service Levels, Penalties and Remedies

The Service Provider shall comply with the SLA contained in the RFP and the accepted contract documents. Penalties, liquidated damages, deductions, and other remedies shall be applied only in accordance with the applicable contractual provisions, including the stated caps and rules against duplicate recovery.

9. Confidentiality, Data Protection and Security

The Service Provider shall maintain confidentiality of all departmental information, use it only for contract performance, apply required access controls and security measures, report security incidents promptly, and comply with applicable laws and the RFP's security and hosting requirements.

10. Intellectual Property and Handover

Ownership and licensing of software, deliverables, source code, pre-existing intellectual property, third-party software, documentation, and handover obligations shall be governed by the relevant IPR provisions of the RFP and accepted bid.

11. Termination

The Agreement may be terminated in the circumstances and following the procedures specified in the RFP and applicable law, including material breach, persistent SLA failure, insolvency, or other grounds expressly provided in the contract documents.

12. Dispute Resolution and Governing Law

Disputes shall be addressed in accordance with the dispute resolution provisions of the RFP and applicable law. This Agreement shall be governed by the laws of India, and the competent courts having jurisdiction as specified in the RFP shall have jurisdiction.

13. General

Any amendment to this Agreement shall be in writing and signed by authorized representatives

of both Parties. This Agreement, together with the incorporated contract documents, constitutes the agreement between the Parties concerning the subject matter.

14. Signatures

For and on behalf of the Department

Name: _____ Designation: _____

Signature: _____ Date: _____

Official Seal: _____

For and on behalf of the Service Provider

Name: _____ Designation: _____

Signature: _____ Date: _____

Company Seal: _____

Witness 1: Name / Address / Signature: _____

Witness 2: Name / Address / Signature: _____

Note: This is a draft template for review. Final legal, procurement, payment, penalty, beneficiary and jurisdiction clauses must be aligned with the approved RFP and applicable Government of Andhra Pradesh requirements.

Digitally signed by
KUNNAPAREDDY KANNABABU
Date: 07-11-2026 15:13:47