**ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED**

# REQUEST FOR PROPOSAL

## Selection of Service Provider for Supply, Installation, Testing & Commissioning of STQC Certified CCTV Surveillance System at 255 no's of MLS Points of APSCSCL across Andhra Pradesh including warranty + O&M + AMC for a period of 2 years

## RFP No: APSCSCL/Storage/CC Cameras/2026

**ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED**
**Head Office:10-152/1, Sri Sai Towers,**
**Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007**

**NOTICE INVITING TENDERS (NIT)**

## RFP No:FCS51/16021/3/RFID/2026, Dated: .11.2026

| S.No | Particulars | | Details |
|---|---|---|---|
| 1. | Department Name | : | ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED (APSCSCL) |
| 2. | Tender Number | : | RFP No: APSCSCL/Storage/CC Cameras/2026 |
| 3. | Link to AP E-Procurement Website | : | https://apeprocurement.gov.in |
| 4. | Tender Subject | : | RFP for Selection of Service Provider for Supply, Installation, Testing & Commissioning of STQC Certified CCTV Surveillance System at 255 no's of MLS Points of APSCSCL across Andhra Pradesh including warranty + O&M + AMC for a period of 2 years |
| 5. | Type of Selection | : | Quality & Cost Based Selection (75:25) |
| 6. | Tender Type | : | Open Competitive Bidding |
| 7. | Contract Period | : | 27 months from the date of agreement<br>(03 months for supply & installation, 24 months for O&M and AMC) |
| 8. | Authority | : | VC & MD, APSCSCL, Kanuru, Vijayawada<br>("herein after referred as **Client/Authority**") |
| 9. | Bid Validity | : | 90 days from the date of Bid submission |
| 10. | Bid Security (EMD) | : | **Rs.39,07,790**<br>The payment shall be made by way of NEFT/RTGS or by irrevocable bank guarantee with validity period of 180 days from the last date of bid submission from any Govt. Banks/ Nationalized Banks/ Public Sector Banks/ Scheduled banks in the prescribed format in favor of ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED (APSCSCL) represented by its VC & MD:<br><br>Name of the Bank:State Bank of India<br>Branch:M.G. Road Branch, Vijayawada<br>Account Number:37270582042<br>IFSC Code:SBIN0016857<br>Beneficiary Name: ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED (APSCSCL) (Or)<br>Payment through AP e-Procurement website |
| 11. | BID processing fee (non-refundable) | : | INR 25,000 (online payment on e-procurement portal) |
| 12. | APTS Transaction Fee (Non-refundable) | : | 0.03% on total cost + GST as applicable |

| | | | |
|---|---|---|---|
| 13. | Performance Security | : | 7.5% of winning contract value in the form of Performance Bank Guarantee from a scheduled commercial bank in India, valid till 06 months after completion of the intended project |
| 14. | Schedule download start date & Time | : | 25.11.2026, 3.00PM onwards |
| 15. | Pre-bid Meeting Date, Time and Place | : | 27.11.2026, 11.00AM @ APSCSCL Office, Vijayawada |
| 16. | Schedule download closing Date& time | : | 09.12.2026, up to3.00PM |
| 17. | Proposal submission closing Date & time | : | 09.12.2026 @3.00PM |
| 18. | Technical Proposal Opening Date (Technical Bid stage) & time | : | 09.12.2026 @5.00 PM |
| 19. | Price Proposal opening Date & time | : | 16.12.2026 @3.00PM |
| 20. | Place of Proposal opening | : | Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007. |
| 21. | Officer Inviting Proposal | : | *The VC & MD, APSCSCL, (Kanuru, Vijayawada), Andhra Pradesh, through the Officer-in-charge, APSCSCL, as the Tender Initiating Authority (TIA), representing the Governor of Andhra Pradesh* |
| 22. | Address | : | O/o VC & MD, Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007 |
| 23. | Contact Details (for any clarifications regarding the RFP till the bid due dates) | : | Email: storageapscscl@gmail.com |
| 24. | Point of Contact (POC) for procurement related grievances | : | Phone:9573868670 |
| 25. | Note | : | The bidder has to upload the scanned copy of online transfer acknowledgment /Bank Guarantee/ Insurance Surety Bond along with the bid. |
| 26. | Joint Venture / Consortium | : | Not Allowed |

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

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

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## PROCEDURE FOR e-TENDERING REGISTRATION

### Notice for Inviting Tenders (NIT)

**Name of Work: RFP for Selection of Service Provider for Supply, Installation, Testing & Commissioning of STQC Certified CCTV Surveillance System at 255 no's of MLS Points of APSCSCL across Andhra Pradesh including warranty + O&M + AMC for a period of 2 years**

### ACCESSING / PURCHASING OF BID DOCUMENTS

*(i)* It is mandatory for all applicants to have Class-III digital signature certificate (in the name of person who will sign the application) (with both Signing and Encryption Certificate) from any of the licensed certifying agency **("CAs")** {Applicants can see the list of licensed CAs from the link www.cca.gov.in} to participate in e tendering.

*(ii)* To participate in the submission of Bids against the RFP, it is mandatory for the Bidders to get themselves registered with the https://apeprocurement.gov.in and to have user ID & password which has to be obtained by submitting an annual registration charges. The online payment facility for the submission of registration fee and tender processing fee, which is payable to E-Tender service provider on e-Tender portal https://apeprocurement.gov.in

*(iii)* The RFP can be viewed / downloaded from the https://apeprocurement.gov.in. The following may be noted:

*A.* Applications can be submitted only during the validity of registration with the https://apeprocurement.gov.in

*B.* The amendments /clarification to the RFP, if any, will be posted on the https://apeprocurement.gov.in

*C.* If the Applicant has already registered with the https://apeprocurement.gov.in and validity of registration has not expired, then such Applicant does not require fresh registration.

# VOLUME I: SCOPE OF SERVICES

## 1. INTRODUCTION

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

The Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL) is a State Government agency responsible for undertaking paddy procurement operations, milling of paddy, and distribution of rice to eligible beneficiaries through the Public Distribution System (PDS) and other welfare schemes. The Corporation also facilitates the transportation, storage and delivery of food grains to ensure the timely and efficient distribution of essential commodities.

APSCSCL plays a vital role in the procurement, storage and distribution of food grains across Andhra Pradesh. MLS Points serve as critical node points across the state to store and distribute essential commodities (such as rice, sugar, and wheat) for the Public Distribution System (PDS). Ensuring the security and surveillance of these facilities, preventing unauthorized access, monitoring operational activities and safeguarding stored commodities are essential for maintaining transparency, accountability and operational efficiency.

In this regard, the deployment of a reliable STQC certified CCTV surveillance system at APSCSCL MLS Points is essential to strengthen security, enable continuous monitoring of premises, maintain surveillance records and facilitate the timely identification of security incidents. The installation of STQC-certified CCTV surveillance equipment will help ensure compliance with the prescribed quality and certification requirements. Further, effective Operation and Maintenance (O&M) and AMC services are necessary to ensure the continuous availability, proper functioning and long-term reliability of the surveillance infrastructure.

Accordingly, APSCSCL intends to establish and maintain a comprehensive STQC Certified CCTV Surveillance System at 255 no's of MLS Points of APSCSCL across Andhra Pradesh including warranty + O&M + AMC for a period of 2 years.

### 1.2. Objectives of the Project:

The primary objective of the project is to strengthen the security and monitoring at 255 no's of MLS Points of APSCSCL across Andhra Pradesh including warranty + O&M + AMC for a period of 2 years through the deployment of STQC-certified CCTV surveillance systems.

The specific objectives are as follows:

1. To provide effective surveillance and monitoring of MLS point premises, entry and exit points, loading and unloading areas, storage areas and other critical locations.
2. To facilitate centralized monitoring of CCTV cameras installed at various MLS Points, wherever required by APSCSCL.
3. To provide continuous video recording, storage and retrieval facilities for reviewing incidents and verifying operational activities @ MLS Points.
4. To enable authorized personnel to access live and recorded video feeds remotely @ MLS Points, subject to the security policies and access permissions prescribed by APSCSCL.

5. To ensure the supply and installation of STQC-certified CCTV equipment @ MLS Points in accordance with the technical specifications prescribed in the RFP.
6. To ensure the continuous availability and proper functioning of the CCTV surveillance infrastructure through preventive and corrective maintenance, fault resolution and replacement of defective equipment @ MLS Points, as applicable.
7. To maintain appropriate security controls, user access management and surveillance records to support accountability and transparency in MLS point operations.
8. To integrate the live feed of all the cameras supplied and installed at MLS Points in Command Control Centre established at AP Civil Supplies Head Office, Vijayawada through and public-Ip's.

## 2. SCOPE OF WORK

The successful bidder shall supply & install the STQC certified CCTV Cameras at all the desired 255 no's of MLS Points of APSCSCL across Andhra Pradesh including warranty + O&M + AMC for a period of 2 years in Andhra Pradesh as per the below-mentioned work scope. The successful bidder will be hereafter called as "Service Provider" for the purpose of detailing the scope of work and respective obligations to be fulfilled as part of this contract.

Activities to be carried out by the service provider as part of the subject contract includes but not limited to the following:

- The service provider shall execute {supply, install, commission, test, activate and handover} the subject work including O&M and AMC in a lump sum manner i.e., with all the required material and manpower viz., cameras, poles, fiber cable, internet connections, manpower, power supply equipment, peripherals, associated software etc. in the prescribed locations of APSCSCL within the prescribed SLA, as per the technical specifications mentioned in the respective section of this RFP document and to the 100% requirements and satisfaction of officer-in-charge, APSCSCL.
- The service provider should supply and install the STQC certified cameras as part of this project that are compatible to operate from the remote location through the respective application / interface. Further, the to be supplied cameras should be strong / rugged enough to withstand climate / wind / temperature / dust / humidity / weather / rain etc. outdoor conditions or any other external conditions including but not limited to external object hits etc.
- The service provider shall provide the real time view of the CCTV Cameras footage over the OEM / Custom application / interface on 24*7*365 basis. The APSCSCL administrator(s) shall monitor and operate the CCTV cameras footage through remote locations / command control center through such application / interface that is installable over the windows operating system platform.
- The service provider shall establish and maintain the internet connections (ISP / OFC / RF etc.) on his / her own at all the subject project sites of APSCSCL and shall integrate the same from

the centralized CCC location of APSCSCL Head Office during the entire project duration. Such footage shall be displayed over command control center @ APSCSCL Head Office for real time monitoring and tracking of MLS points in AP and be portrayed over different public platforms (website application / OEM app etc.) remotely. Such internet connections at project locations shall be provided for the entire project duration with redundancy and the service provider shall take full responsibility of maintaining them as per the SLA defined in the subsequent sections of this document.

- The service provider shall honor the requests of APSCSCL in swapping (or) removing the CCTV cameras at the sites (or) shifting the CCTV cameras to any other sites during the entire project duration.
- The service provider shall take the responsibility of expanding / adding / shifting and integrating the CCTV equipment and associated services mentioned in this bid document to any other project site(s) as per the request of APSCSCL during the subject contract duration and the respective costing towards additional setup (if any) shall be paid to the service provider by APSCSCL on pro-rata basis as per the final L1 pricing obtained via this bid and such additional CCTV cameras setup during the entire project duration shall not exceed the 30% of the total contract value.
- In view of the uninterrupted flow of real time CCTV footage / services and protection of the CCTV equipment and allied devices against hardware or any sort of failure due to frequent power on-off, the service provider shall be responsible for providing the entire CCTV equipment and allied infrastructure over the UPS (uninterrupted power supply) systems in the project sites and shall take the responsibility of maintenance of such UPS systems for the entire project duration.
- The service provider shall provide API (Application Program Interface) integration for all the subject CCTV footages and such API's should smoothly integrate with the APSCSCL web application for having the same real time monitoring footage open to public view through APSCSCL website, failing which, the service provider has to develop an open website through which the real time footage is made open to public through WWW (world wide web) URL.
- Providing AI (Artificial Intelligence) & VA (Video Analytics) features with the CCTV cameras and associated software that are useful to monitor food storage industry standard KPI's (Key Performance Indicators) is currently out of scope of the service provider.
- The service provider shall integrate the live feed of all the cameras supplied and installed at MLS Points @ Command Control Center established at AP Civil Supplies Head Office, Vijayawada through internet and public-ip's.
- The service provider shall supply all the equipment / cable / items / tools / peripherals etc. of NEW / SEALED and BRANDED (from respective / single OEM) type only…Used / Worn-out items and Assembled items shall not be accepted by APSCSCL.
- The service provider shall ensure identification / numbering / dressing / tagging of equipment / cables on both sides of end-equipment and hub location.

- The service provider shall take the responsibility of ownership in every issue that is raised to OEM (Original Equipment Manufacturer) for better co-ordination and speedy resolution during warranty / support / contract period.
- The service provider shall supply all the required equipment, accessories, cables, peripherals and should deliver, install, configure, integrate, demonstrate and handover the functionalities of all the specified features as mentioned in the bid document with all the required accessories.
- The response time for attending the faults will be 12 hours after they are reported to the service provider. The service provider will rectify the faults within 24 hours failing which, the service provider shall arrange temporary replacements to restore the services. Under any situation, the services shall be provided 24 X 7 X 365 round the clock.
- The service provider shall get an acknowledgement from OEM (Original Equipment Manufacturer) that the supplied material for this project is genuine and the respective warranty for such material to be tagged against the serial numbers of the equipment supplied and the same to be presented either on the OEM website (or) through written form from OEM.
- The Service Provider shall be solely responsible for digging / laying of cable, alignment, provisioning of adequate test points enroute w.r.to OFC, power cables, installation, commissioning and configuring and configuring of all associated equipment for the connectivity, configuring and provisioning of CC cameras. The overhead / underground RoW (Right of Way) within and outside the project sites shall be finalized by the service provider in co-ordination with the respective site in-charges and the service provider to take the full responsibility to get the OFC / power cables etc. laid through overhead / underground duct(s) / HDPE pipes till the camera location from their nearest hub on redundant model.
- <u>CCTV Real-Time Footage & Internet Availability (uptime):</u> Minimum 99% per month

  Uptime shall be calculated as (Total Time - Down Time) X 100 / Total Time. Deduction in payment will be made for downtime towards the O&M / AMC bills raised by the Service Provider as per the penalty provisions enlisted below.

| S. No. | Uptime | Penalty in % on monthly basis on support price |
|---|---|---|
| 1 | > = 99% | 0 |
| 2 | >= 95% to < 99% | 2 |
| 3 | >= 90% to < 95% | 5 |
| 4 | >= 85% to <90% | 10 |
| 5 | >= 80% to <85% | 20 |
| 6 | <80% | 40 |

  Downtime due to the following situations will not be considered for the purpose of penalty:

  - Footage down due to continuous long duration (>60 min) power failure at customer end.

- Due to scheduled maintenance by the Service Provider, with prior intimation and approval of APSCSCL.

- The service provider should ensure 100% end-to-end cable / equipment connectivity without any footage loss(es).
- Liasioning (if required) with site in charges / government departments / private entities for obtaining ROW clearance, point to point connectivity between camera end point and hub point, shall be the responsibility of the Service Provider alone.
- The works shall be carried out by the service provider as per latest labour safety standards / protocols / guidelines issued by the Union Government and State Government respectively and the service provider has to take the complete responsibility of safety of labour at the project site(s) in all aspects. In case of any accident / death / casualty reported at site during the course of work execution / project duration w.r.to this subject work due to non-adherence of safety / labour standards, the service provider shall be responsible for payment of (i) penalty to APSCSCL and (ii) claims, ex-gratia to the affected family as per the discretion of APSCSCL and such penalty / claims / ex-gratia payments in total shall not exceed 20% of the total contract value. In the event of non-payment of such penalty / claims / ex-gratia amounts, APSCSCL reserves the right to take all necessary actions against the service provider not limiting to (i) terminating the contract without payment of the dues (ii) blacklisting the contractor (iii) booking criminal charges against the contractor (iv) making the service provider responsible for redemption of the affected family over the legal platforms etc.
- The Service Provider to ensure the cable, associated devices / equipment / peripherals with redundancy are in place at project site to handle uptime / timely replacement / repair within 24 hours of the fault occurrence / reporting.
- The Service Provider shall submit an undertaking on the availability of dedicated on-call & on-site technical representative within 12 hours of reporting of any fault and rectification of any fault within 24 hours of reporting the fault.
- The agencies willing to bid should have carried out a detailed site survey prior to submitting their bids. It shall be the responsibility of each bidder to fully inform / acquaint / familiarize itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All bidder(s) intending to bid shall visit and conduct necessary Survey on a No Cost-No Commitment basis& make themselves thoroughly acquainted with the local site conditions. Details of the site survey and locations may be part of the technical bid.
- The Service Provider shall provide an Escalation Matrix (Name, Designation, e-Mail Id, Phone Number etc.) along with the response time during technical bid submission and the service provider shall inform the client in case of any updates / changes in the escalation matrix during the entire project duration.
- The service provider can perform the subject work through sub-contracting or sub-letting of the work to any other agency with intimation to APSCSCL.

- The Service Provider shall undertake preventive maintenance once a month for upkeep of the CCTV systems running. The schedule will have to be adhered to strictly and such output reports to be produced to APSCSCL.
- The service provider shall provide 20 Mbps (1:1) ILL (Internet Leased Line) connection at all the 255 no's of MLS Points in RING model along with 01 no's of public IP's and 512 Mbps(1:1) ILL (Internet Leased Line) connection at APSCSCL Head Office Command Control Center along with 08 no's of public IP's for the period of 2 years from the date of commissioning the system.
- If the Service Provider fails to provide the desired services in full shape by the specified date, then the authority shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the APSCSCL reserves the right to terminate the Contract.
- All the hardware procured shall be maintained by the service provider at no additional charge for the entirety of the operation of service. O&M recurring charges shall be payable on post quarterly basis at the end of the quarter after satisfactory delivery of services, for which the Service Provider will raise the bill at the end of each quarter.
- APSCSCL shall presume that the bidder has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by APSCSCL, on the basis of any non- clarity of information about local conditions being pleaded by the bidder. Further, no additional claim for financial adjustment being made by the contract awarded on this tender document will be entertained by APSCSCL.
- All the work-related aspects of digging, laying, alignment, provisioning of adequate test points enroute w.r.to the OFC as per laid down Industry norms, safe delivery, installation of associated equipment, testing / commissioning and uplink / complete functioning / serviceability of the desired CCTV connectivity shall be the exclusive responsibility of the Service Provider.
- The service provider shall oblige and deliver any other task(s) related to the Supply, Installation, Testing, Commissioning, Integration, Demonstration & Handover of the subject project as per the discretion of Officer-in-Charge, APSCSCL.
- The service provider shall provide O&M (operations and maintenance) and AMC (Annual Maintenance Contract) to the full CCTV setup @ APSCSCLMLS Points across AP in lump-sum manner i.e., providing manpower, repairs to CCTV setup, assisting respective MLS Points locations(s) authorities during the installation, O&M, AMC period.

- The service provider shall undertake the responsibility that the 'to-be' supplied CCTV cameras and allied equipment meets the mandatory protocols / regulations / certifications / STQC norms etc. issued by Union Government / State Government.
- The service provider shall be responsible for establishing perfect LoS (Line of Sight), taking judgement in setting poles / camera fixing point of desired height according to the line of sight established and then to provide the 100% best fit and clear view of the CCTV footage for all the CC Cameras at all the APSCSCLMLS Points across AP as per the requirements of APSCSCL. In due course of time, the poles / camera fixing points to be changed any number of times to again establish the perfect LoS (Line of Sight) and to provide the 100% best fit and clear view of the CCTV footage for any number of installed cameras as per the requirements of APSCSCLand the service provider shall take the responsibility of doing this activity continuously as part and parcel of the project in a comprehensive manner with all the manpower and material support for the entire project duration at no additional cost basis. The service provider shall estimate all such operating costs / specifications of the poles and other items to be installed during the bid submission itself.
- The subject contract would be initially for a period of five years from the date of entering into agreement and extendable at a time thereafter on yearly basis subject to requirement and satisfactory delivery of services and mutual consent, on the same T&C's.
- The Agency and/or sub-contractor(s) and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the client's business or operations without the prior written consent of the client.
- The service agency shall provide OEM warranty for 5 (five) years towards all the hardware and software items procured under the subject contract and the respective OEM documentation shall be submitted to APSCSCL while processing the first bill for payment.
- The service provider shall also take the responsibility in dismantling the existing old CCTV setup at all the subject MLS Points and handover the same to APSCSCL with clear cut categorization of "Not Working / Not reusable" & "Working / Reusable" so as to enable the APSCSCL authorities for taking further necessary action on the existing old CCTV setup @ MLS Points.
- <u>O&M (Operations & Maintenance), AMC (Annual Maintenance Contract):</u>

O&M (Operations & Maintenance) and AMC (Annual Maintenance Contract) as part of the subject contract includes but is not limited to the following tasks.

  - Providing 09 no's of manpower as described in the subsequent sectionsto carry out all the operations and maintenance cum annual maintenance activities of CCTV infrastructure installed in APSCSCLMLS Points across AP and to ensure uninterrupted and smooth flow of respective services on 12*6basis. The service provider shall distribute the manpower in all the locations of AP based on the jurisdiction calculation and shall take care of the transportation of the manpower to the designated locations

based on the issues raised / O&M and AMC activities to attend. All further needs of the manpower viz., accommodation, food, daily allowance, transportation etc. shall be the sole responsibility of the service provider only.

- To obtain the service / support pack from the respective OEM's (Original Equipment Manufacturer) for all the existing and to be activated CCTV infrastructure installed in APSCSCLMLS Points across AP viz., Cameras / Network Video Recorders / Hard disks / UPS / Televisions / CCTV Network Switches etc. and to take responsibility of replacement of any or all of the items in such setup with same make & model (or) equivalent and compatible item in case of any hardware / software / operation failure. Further, to obtain back-to-back support for all the existing CCTV infrastructure directly by respective OEM during the Maintenance Period.
- In addition to the above-mentioned service / support pack from respective OEM's, the bidder has to carry all the redundant material on hand at site on proactive manner which is not less than 5% of the each BOQ item on a lump-sum manner to repair / replace any (or) all of the existing CCTV infrastructure in case of any software / hardware / operation failure within 24 working hours from the date and time of reporting the issue.
- Attending all kinds of CCTV infrastructure maintenance and operation activities in APSCSCL MLS Points in AP on daily basis as per the instructions of the authority.
- Taking all pro-active and re-active steps to ensure hardware, software and operation protection to the CCTV infrastructure installed in APSCSCL MLS Points in AP.
- Replace / Repair of any kind of hardware / software / cabling / operation / equipment issue w.r.to existing Cameras / Network Video Recorders / Hard disks / UPS / Televisions / CCTV Network Switches etc. within 24 working hours from the time of reporting the issue.
- Supply, Installation, Commissioning and Activation of any additional cameras, NVR's, TV's etc. with respective cabling and peripherals on any ad-hoc requirement of the authority and to integrate them with existing equipment / software on cost-to-cost basis.
- Inspection and providing alerts to the authority on all the CCTV infrastructure related licenses / software / subscriptions / warranty / end-of-life / end-of-service etc. on pro-active basis and renewing / upgrading them on cost-to-cost basis (if required).
- Providing / Ensuring backup to the software installed w.r.to the CCTV setup and to restore / rectify the same within 24 working hours in case of any system / software crash.
- Providing / Ensuring frequent and regular updates to the software installed w.r.to the CCTV setup as provided by the respective OEM and to ensure full support from respective OEM for any kind of software support / backup / upgrades / restoration / maintenance / knowledge sharing etc.

- Takeover of complete management / control / operation w.r.to IP address mapping and administration, credentials management and protection, software support and operation, separating CCTV network from Active Network, NVR handling etc. for the existing CCTV setup installed in APSCSCL MLS Points in AP.
- Ensuring uninterrupted and stable flow of power supply to CCTV infrastructure and to take precautionary measures to fine-tune the same on cost-to-cost basis (if required) as per the instructions of authority.
- Performing all kinds of daily maintenance and operational activities w.r.to CCTV equipment including but not limited to cameras cleaning / reset / adjustment / replacement / position changing / focus alternation, on / off management, NVR record / data / storage / software / integration, projection of CCTV footage to TV's etc.
- Identification of network cable cuts, connectivity issues on both proactive and reactive manner and re-laying / replacing / splicing / jointing etc. of network cables (or) any other equipment / peripherals in those areas so as to ensure 100% and 24*7*365 end-to-end network cable / equipment integration without any connectivity loss(es) to the CCTV equipment.
- Identification / numbering / dressing / tagging of each CCTV equipment on both sides of end-user / site and hub / operation room.
- Maintenance of CCTV racks, hub room(s) and operation room(s) w.r.to the factors of temperature / power / rodent entries / cleanliness / dressing / tagging / numbering etc. and taking all proactive / reactive steps in ensuring 100% compliance to the same as per the existing industry standards.
- Providing training and documentation on the CCTV infrastructure present in APSCSCL.MLS Points across AP.
- To carry out preventive health checks (software / hardware / operation / fine-tuning etc.) to the entire CCTV equipment on monthly basis and to submit actions recommended report to the authority on the issues identified / to-be rectified / to be fine-tuned etc. as per the existing industry standards and best practices. Further, this hardware and software preventive health check to be ascertained by the respective OEM (Original Equipment Manufacturer) at least on bi-yearly basis in writing.
- Taking the responsibility of 24*7 CCTV infrastructure overall availability (minimum 99% availability and uptime) for the entire maintenance period…Also, to take the responsibility of ownership in every issue that is raised to OEM (Original Equipment Manufacturer) for better co-ordination and speedy resolution.
- Coordinating with the respective authorities of APSCSCL MLS Points in AP and to address / assist their requests for smooth flow of CCTV operations.
- To carry sufficient quantities (not less than 5% of the each BOQ item on a lump-sum manner) of CCTV material on hand during the O&M period to address and rectify any

issues whatsoever that may raise in the O&M and AMC period. As soon the material is exhausted / about to exhaust, the same amount of material may be recouped on cost-to-cost / pro-rata basis upon receiving the material spent and exhaust certificate from the concerned authorities.

- Any other CCTV equipment maintenance and operation related task as entrusted by the authority during maintenance period.

## 3.BOQ, LOCATIONS WITH MATERIAL SPLIT & TECHNICAL SPECIFICATIONS

### BOQ:

| S.No. | Item Description | Qty. | UoM |
|---|---|---|---|
| 1 | Supply of 5MP Bullet Cameras | 1929 | no's |
| 2 | Supply of 8 Channel NVR | 195 | no's |
| 3 | Supply of 16 Channel NVR | 54 | no's |
| 4 | Supply of 32 Channel NVR | 5 | no's |
| 5 | Supply of 64 Channel NVR | 1 | no's |
| 6 | Supply of 8TB Hard disk for cameras considering 1 month retention period | 324 | no's |
| 7 | Supply of 8 port PoE Switch | 195 | no's |
| 8 | Supply of 16 Port PoE Switch | 54 | no's |
| 9 | Supply of 24 Port PoE Switch | 6 | no's |
| 10 | Supply of 9U Rack | 255 | no's |
| 11 | Supply of Cat6 UTP Cable | 57870 | Mtrs |
| 12 | Supply of 3 core Power Cable | 5100 | Mtrs |
| 13 | Supply of PVC Conduit | 28310 | Mtrs |
| 14 | Supply of 1 KVA UPS with 2-year warranty | 255 | no's |
| 15 | Supply of 32 Inch LED Display | 255 | no's |
| 16 | Supply of VMS Software for 3000 cameras | 1 | no's |
| 17 | Supply of 5mtr HDMI Cable | 255 | no's |
| 18 | Provisioning 20 Mbps (1:1) ILL in RING model with 01 no's of Public IP's for 2 years | 255 | no's |
| 19 | Provisioning 512 Mbps (1:1) ILL in RING model with 08 no's of Public IP's for APSCSCL Head Office for 2 years | 1 | no's |
| 20 | Installation, Testing & Commissioning Services for Cameras, UTP Cable, Power Cable, NVRs, Switches, UPS, TV's, Conduits & Racks + Transportation, Labour & Miscellaneous Charges | 255 | no's |
| 21 | Supply of 9 no's of manpower (08 no's Field Engineers + 01 no's Project Manager) along with required machinery such as splicing tool, LAN Tester, Crimping Tool, Punching Tool etc. for 24 months O&M Period including transportation, food, accommodation etc. | 24 | no's |
| 22 | Supply of 5% redundant material during 24 months O&M and AMC period | LS | |

### LOCATIONS WITH MATERIAL SPLIT:


Locations with material quantities.x

**TECHNICAL SPECIFICATIONS:**

1. **Fixed Bullet Camera Specifications:**

| S. No | Parameters | Specifications |
|---|---|---|
| **Make &Model** | | **<<Specify Make & Model>>** |
| 1 | Resolution, Image Sensor | 5 MP or higher Bullet camera with 1/2.8"Sony/ CMOS or Better Sensor |
| 2 | Supported resolutions | 2592 X 1944,2592 X 1520,2048 X 1536, 1920 X 1080,720p, D1, 2CIF, CIF, VGA |
| 3 | Video Compression | H.264, H.265, MJPEG or Higher |
| 4 | Number of Streaming profiles support | 4 |
| 5 | Bitrate | 128kbps-16Mbps or Better |
| 6 | Shutter speed | 1/15s-1/100000s or Better |
| 7 | Minimum Illumination | Colour - 0.01 Lux @ (F1.2 AGC ON)<br>Black & white - 0 Lux or Better |
| 8 | Signal to Noise Ratio (SNR) | 70dB or better |
| 9 | Lens | 2.8mm /3.6mm/6mm/12mm |
| 10 | Built In IR irradiance up to | Min 30mtrs |
| 11 | Day/Night Camera Switching | Should Support |
| 12 | Network Failure recording | In case of Network failure, the Camera shall start recording on NAS or SD Card, which can be retrieved back when the network connectivity restores (ANR) |
| 13 | Edge Storage | 512 GB Onboard storage or better (SD Card Not included) |
| 14 | Network Connectivity | 10Base-T/100BaseTX Ethernet (RJ-45) |
| 15 | Audio IN, Audio OUT | 1/1 [1x (3.5mm stereo female audio jack)] |
| 16 | Supported Network Protocols | TCP/IP, UDP, HTTP, HTTPS, DHCP, DNS, DynDNS, DDNS, RTP, RTCP, RTSP, PPPOE, SMTP, NTP, SNMP, FTP, TLS/SSL, SFTP, ICMP, IGMPv2 & v3, ARP, 802.1x, IPv4, IPv6, QoS Layer 3, DSCP, CIFS, SSH, UPnP, Bonjour, Unicasting/ Multicasting |
| 17 | Video Content Analytics | Motion Detection, Tamper Detection, Trip/No Trip Detection, Object Intrusion/Zone Intrusion, Audio Exception |
| 18 | Back light Compensation (BLC) | Should Support |

| S. No | Parameters | Specifications |
|---|---|---|
| 19 | Wide Dynamic Range | 120 dB or Better |
| 22 | Image Enhancement | Saturation, Contrast, Sharpness, Brightness, Auto Exposure, White balance. |
| 23 | Noise Reduction | 2 DNR, 3 DNR |
| 24 | Power | POE (802.3af/at), 12 V 2A or Better |
| 25 | Operating Temperature | ~30°C- +60°C or better |
| 26 | Operating Humidity | 95% or less |
| 27 | Ingress Protection | IP67, Ik10 |
| 28 | ONVIF Compliance | S, G & T, The IP Camera make and model shall appear on the ONVIF Conformant products List |
| 29 | Regulatory Approvals/ Certifications To be attach | FCC, BIS, CE, RoHs, NDAA, STQC Certified as per MEITY guidelines |
| 30 | Camera Housing | Metal Body |
| The proposed CCTV cameras must comply with Indian standards and shall possess valid BIS-ER and STQC certifications under the same brand and OEM name. BIS certification issued in the name of a third party or a joint venture company shall not be accepted.<br><br>The MAC addresses of all quoted cameras must be registered in the name of the same OEM / brand as quoted | | |

**2. <u>8 Channel NVR Specifications:</u>** `

| S. No. | Category | Parameter | Specification |
|---|---|---|---|
| **Make &Model** | | **<<Specify Make & Model>>** | |
| 1 | Video/Audio Input | IP video input | 8 CH Min or as required |
| | | Incoming bandwidth | 180 Mbps or better |
| | | Outgoing bandwidth | 180 Mbps or better |
| 2 | Video/Audio Output | HDMI output resolution | HDMI*1 / VGA*1 or better |
| | | | 1280x720/1920x1080/3840x2160 |
| | | Audio output | 1 Ch, RCA (Linear, 1K Ω) |
| 3 | Decoding | Decoding format | H.265/H.264/ Motion JPEG or better |
| | | Recording solution | 12MP, 8MP, 5MP, 4MP, 3MP, 2MP, 720p, D1, CIF or better |
| | | Synchronous playback | Minimum 16 ch |
| 4 | Network Manager | Network protocols | TCP/IP, DHCP, DNS, DDNS, NTP, SMTP, UPnP TM, FTP |
| 5 | Hard Disk | SATA | 1 SATA III ports or better |

| S. No. | Category | Parameter | Specification |
|---|---|---|---|
| | | Capability | Support up to 16 TB on each HDD or better |
| 6 | External Interface | Two-way audio | 1 Ch, RCA (2.0vp-p, 1k Ω) |
| | | Network interface | 1 RJ-45 10/100/1000 Mbps self-adaptive Ethernet interfaces |
| | | USB interface | Minimum 3 USB ports or better |
| | | Alarm in/out | As required |
| 7 | General | Power supply | Adapter 12V DC/5A |
| | | Interoperability | 1. It Should be Possible to configure; playback & live streaming of cameras added to other NVR from the main NVR without the need of any server/workstation.<br>2. The system should be capable of integrating with IP cameras of any brand which supports ONVIF S profile. |
| | | Working temperature | 0°C to +50°C or better |
| | | Working humidity | 10 to 90 % or better |
| 8 | Certificate | | CE, BIS, FCC, RoHS |
| 9 | Events | | Should support camera-based events notifications for Motion Detection, View Tampering, Trip wire, Object Intrusion, Audio Exception, Missing Object, Suspicious Object, Loitering, Object Counting, Recording Start, Recording Fail, Camera offline, Camera online etc. |

### 3. 16 Channel NVR Specifications:

| S. No. | Category | Parameter | Specification |
|---|---|---|---|
| **Make &Model** | | **<<Specify Make & Model>>** | |
| 1 | Video/Audio Input | IP video input | 16 CH Min or as required |
| | | Incoming bandwidth | 180 Mbps or better |
| | | Outgoing bandwidth | 180 Mbps or better |
| 2 | Video/Audio Output | HDMI output resolution | HDMI*1 / VGA*1 or better |
| | | | 1280x720/1920x1080/3840x2160 |
| | | Audio output | 1 Ch, RCA (Linear, 1K Ω) |
| 3 | Decoding | Decoding format | H.265/H.264/ Motion JPEG or better |
| | | Recording solution | 12MP, 8MP, 5MP, 4MP, 3MP, 2MP, 720p, D1, CIF or better |
| | | Synchronous playback | Minimum 16 ch |

| S. No. | Category | Parameter | Specification |
|---|---|---|---|
| 4 | Network Manager | Network protocols | TCP/IP, DHCP, DNS, DDNS, NTP, SMTP, UPnP TM, FTP |
| 5 | Hard Disk | SATA | 2 SATA III ports or better |
| | | Capability | Support up to 16 TB on each HDD or better |
| 6 | External Interface | Two-way audio | 1 Ch, RCA (2.0vp-p, 1k Ω) |
| | | Network interface | 1 RJ-45 10/100/1000 Mbps self-adaptive Ethernet interfaces |
| | | USB interface | Minimum 3 USB ports or better |
| | | Alarm in/out | As required |
| 7 | General | Power supply | Adapter 12V DC/5A |
| | | Interoperability | 1. It Should be Possible to configure; playback & live streaming of cameras added to other NVR from the main NVR without the need of any server/workstation.<br>2. The system should be capable of integrating with IP cameras of any brand which supports ONVIF S profile. |
| | | Working temperature | 0°C to +50°C or better |
| | | Working humidity | 10 to 90 % or better |
| 8 | Certificate | | CE, BIS, FCC, RoHS, Compliance |
| 9 | Events | | Should support camera-based events notifications for Motion Detection, View Tampering, Trip wire, Object Intrusion, Audio Exception, Missing Object, Suspicious Object, Loitering, Object Counting, Recording Start, Recording Fail, Camera offline, Camera online etc. |

**4. <u>32ChannelNVRSpecifications:</u>**

| S. No. | Parameter | MinimumSpecification |
|---|---|---|
| **Make &Model** | | **<<Specify Make & Model>>** |
| 1 | VideoOutput | 32CHMin |
| 2 | IncomingBandwidth | Min512Mbps |
| 3 | OutgoingBandwidth | Min512Mbps |

| S. No. | Parameter | MinimumSpecification |
|---|---|---|
| 4 | VideoCompression | H.265/H.264/MJPEG |
| 5 | VideoOutput | 1CHHDMIoutputorbetter |
| 6 | VideoBitRate | 32Kbps-16Mbpsorbetter |
| 7 | VideoResolution | Upto12MP |
| 8 | PreviewCapability | 4x4K/10x3MP/16x1080Porbetter |
| 9 | ImageDisplay | 1/2/4/6/8/9/10/16imagedisplay |
| 10 | SnapshotMode | Supportmanualsnapshot,JPEGformat,manual Playbacksnapshot |
| 11 | MotionDetection | Support 396(22*18) surveyed area can be set in every screen and multi-level sensitivity adjustable |
| 12 | Abnormalities | Recording Start, Recording Fail, Camera Offline, Camera Online Manual Trigger, On Boot Alarm, Storage Alert, Disk Volume Full, Disk Fault, Scheduled Backup Fail |
| 13 | Audio Compression | G.711u |
| 14 | Audio Input & output | 1CH RCA & 1CH RCA |
| 15 | Video Frame Rate | 1-30fps or better |
| 16 | Record Mode | Schedule/Motion Detection/timing |
| 17 | Playback Ability | 16CH Sync playback or better |
| 18 | Playback Mode | Instant playback, Local video, local image |
| 19 | Record Search | Calendar, channel search, event search |
| 20 | Video Playback | Start, stop, normal play, back play, forward 30 seconds, backward 30 seconds, |
| 21 | Storage Interface | 4 SATA or better |
| 22 | HDD Capacity | Support up to 16 TB on each HDD or better |
| 23 | Backup Method | USB Device, Local |
| 24 | Network Protocol | TCP/IP, IPv4, IPv6, DHCP, PPPOE, DDNS, DNS, FTP, SMTP, NTP, RTP/RTSP, CIFS/NFS, Network Acceleration, UDP, HTTP, UPnP, ICMP, RTCP, IGMP, ARP, Multicast, Unicast |
| 25 | Interoperability | ONVIF Profile S, G &T Should be supported. |
| 26 | Mobile Surveillance | Support Apple, Android |
| 27 | Internet Explorer | Support IE, Chrome, Firefox, Safari |
| 28 | Digital Zoom | 12X |
| 29 | IPC timing | Manual/auto/timing/reconnect timing to IPC timing |
| 30 | Event Actions | Complied with Trigger Events Motion Detection, View Tampering, Trip wire, Object Intrusion, Audio Exception, Missing Object, Suspicious Object, Loitering, Object Counting, Recording Start, Recording Fail, Camera Offline, Camera Online System Events Manual Trigger, On Boot Alarm, Storage Alert, Disk Volume Full, Disk Fault, Scheduled Backup Fail Actions Recording on Selected Channel, Upload Images on FTP/Email Server, Email Notification with Snapshot, TCP Notification, Recall PTZ Preset Position, Turn On/Off Alarm Outputs, Buzzer Notification, SMS Notification. |
| 31 | User Management | User add, delete, modify, permission management, recover password (max 32 users) |
| 32 | Security Mode | Authorized user name and password, HTTPS/HTTP with password, RTSP/RTP Validation |

| S. No. | Parameter | MinimumSpecification |
|---|---|---|
| 33 | Manage IPC | Modify IPC parameters, IPC upgrade |
| 34 | Network Interface | 2 X RJ45 10M/100M/1000M adaptive Ethernet port |
| 35 | Alarm Input /Output | 2 In, 1 Out or better |
| 36 | Raid | Support RAID0, RAID1, RAID5 and RAID10 or better |
| 37 | USB Interface | 2 x USB2.0 & 1 x USB3.0 |
| 38 | Power Supply | Input 220V, Output 3.3V,5V,12V |
| 39 | Power Consumption | ≤30W (Without HDD) |
| 40 | Operation Temperature/ Humidity | 0°C ~ 50°C/5 % -95 % |
| 41 | Certification | CE, FCC, BIS Certified |
| 42 | Warranty | Minimum 2 Years |

**5. <u>64 Channel NVR Specifications:</u>**

| S. No. | Parameter | Minimum Specification |
|---|---|---|
| **Make &Model** | | **<<Specify Make & Model>>** |
| 1 | Video Output | 64 CH Min |
| 2 | Incoming Bandwidth | Min 512Mbps |
| 3 | Outgoing Bandwidth | Min 512Mbps |
| 4 | Video Compression | H.265 /H.264/MJPEG |
| 5 | Video Output | 1 CH HDMI output or better |
| 6 | Video Bit Rate | 32Kbps-16Mbps or better |
| 7 | Video Resolution | Upto 12MP |
| 8 | Preview Capability | 4x 4K/ 10x 3MP/ 16x 1080P or better |
| 9 | Image Display | 1/2/4/6/8/9/10/16 image display |
| 10 | Snapshot Mode | Support manual snapshot, JPEG format, manual playback snapshot |
| 11 | Motion Detection | Support 396(22*18) surveyed area can be set in every screen and multi-level sensitivity adjustable |
| 12 | Abnormalities | Recording Start, Recording Fail, Camera Offline, Camera Online Manual Trigger, On Boot Alarm, Storage Alert, Disk Volume Full, Disk Fault, Scheduled Backup Fail |
| 13 | Audio compression | G.711u |
| 14 | Audio Input & output | 1CH RCA & 1CH RCA |
| 15 | Video Frame Rate | 1-30fps or better |
| 16 | Record Mode | Schedule/Motion Detection/timing |
| 17 | Playback Ability | 16CH Sync playback or better |
| 18 | Playback Mode | Instant playback, Local video, local image |
| 19 | Record Search | Calendar, channel search, event search |

| S. No. | Parameter | Minimum Specification |
|---|---|---|
| 20 | Video Playback | Start, stop, normal play, back play, forward 30 seconds, backward 30 seconds, |
| 21 | Storage Interface | 8 SATA or better |
| 22 | HDD Capacity | Support up to 16 TB on each HDD or better |
| 23 | Backup Method | USB Device, Local |
| 24 | Network Protocol | TCP/IP, IPv4, IPv6, DHCP, PPPOE, DDNS, DNS, FTP, SMTP, NTP, RTP/RTSP, CIFS/NFS, Network Acceleration, UDP, HTTP, UPnP, ICMP, RTCP, IGMP, ARP, Multicast, Unicast |
| 25 | Interoperability | ONVIF Profile S, G &T Should be supported. |
| 26 | Mobile Surveillance | Support Apple, Android |
| 27 | Internet Explorer | Support IE, Chrome, Firefox, Safari |
| 28 | Digital Zoom | 12X |
| 29 | IPC timing | Manual/auto/timing/reconnect timing to IPC timing |
| 30 | Event Actions | Complied with Trigger Events Motion Detection, View Tampering, Trip wire, Object Intrusion, Audio Exception, Missing Object, Suspicious Object, Loitering, Object Counting, Recording Start, Recording Fail, Camera Offline, Camera Online<br>System Events Manual Trigger, On Boot Alarm, Storage Alert, Disk Volume Full, Disk Fault, Scheduled Backup Fail Actions Recording on Selected Channel, Upload Images on FTP/Email Server, Email<br>Notification with Snapshot, TCP Notification, Recall PTZ Preset Position, Turn On/Off<br>Alarm Outputs, Buzzer Notification, SMS Notification. |
| 31 | User Management | User add, delete, modify, permission management, recover password (max 32 users) |
| 32 | Security Mode | Authorized user name and password, HTTPS/HTTP with password, RTSP/RTP Validation |
| 33 | Manage IPC | Modify IPC parameters, IPC upgrade |
| 34 | Network Interface | 2 X RJ45 10M/100M/1000M adaptive Ethernet port |
| 35 | Alarm Input /Output | 2 In, 1 Out or better |
| 36 | Raid | Support RAID0, RAID1, RAID5 and RAID10 or better |
| 37 | USB Interface | 2 x USB2.0 & 1 x USB3.0 |
| 38 | Power Supply | Input 220V, Output 3.3V,5V,12V |

| S. No. | Parameter | Minimum Specification |
|---|---|---|
| 39 | Power Consumption | ≤30W (Without HDD) |
| 40 | Operation Temperature/ Humidity | 0°C ~ 50°C/5 % -95 % |
| 41 | Certification | CE, FCC, BIS Certified |
| 42 | Warranty | Minimum 2 Years |

### 6. 8 port PoE Switch Specifications:

| S. No | Criteria |
|---|---|
| **Make &Model** | **<<Specify Make & Model>>** |
| 1 | 8 PoE Gigabit ports + 2 Gigabit uplink port |
| 2 | PoE Power Budget: 150W |
| 3 | PoE Standard: IEEE802.3af, IEEE802.3at |
| 4 | Transmission Distance: 0~250m/10Mbps, 0~100m/100Mbps |
| 5 | 10/100M/1000 Auto-Negotiation, Auto MDI/MDIX |
| 6 | Anti-Thunder Level: Common mode: 2KV |
| 7 | ESD: Air discharge: 1.5KV Contact discharge: 1.5KV |
| 8 | Support 6KV lightning protection |
| 9 | Network Protocol: IEEE802.3i/ 802.3u/ 802.3x/ 802.3af/ 802.3ab |
| 10 | Operating Temperature: 0°C-55°C |
| 11 | Humidity: 20%-95%, non-condensing |
| 12 | Storage Temperature: -20°C-70°C |
| 13 | Switching Capacity: 20 Gbps Full duplex |
| 14 | Packet Forwarding Rate: 14.88Mpps/ port |
| 15 | MAC Address Table: 2K |
| 16 | Power Consumption: <5W |
| 17 | Input: 110-264V AC, 50/60Hz |
| 18 | Plug and play installation |
| 19 | Should be RoHS compliant |
| | Should comply to make in India guidelines set by GoI |
| | Should have TEC |
| | OEM should provide MII certification |
| | OEM Certification: ISO 9001, ISO 14001, ISO 45001, ISO/IEC 27001:2022 |

### 7. 16 port PoE Switch Specifications:

| Parameter | Description |
|---|---|
| **Make &Model** | **<<Specify Make & Model>>** |

| | |
|---|---|
| Ports | 16*10/100/1000Mbps PoE ports + 2x10/100/1000Mbps uplink ports + additionally should support 1G SFP port |
| PoE | All 16 ports should be PoE compliant with 802.3af/at standard on each. PoE power of 300W |
| Power | 110-264V AC, 50/60Hz |
| | PoE Standard: IEEE802.3af, IEEE802.3at |
| Extend mode (Max transmission length) | Max Transmission Distance to be supported: 0~250m/10Mbps |
| MAC Addresses | Supported Up to 2K MAC addresses |
| Switching capacity | 38 Gbps Full duplex |
| forwarding rate | 28.27Mpps/ port |
| Negotiation | 10/100M/1000 Auto-Negotiation |
| | Auto MDI/MDIX |
| Standard Compliance | • IEEE 802.3 10BASE-T Ethernet |
| | • IEEE 802.3u 100BASE-TX Fast Ethernet |
| | • IEEE 802.3x Full-duplex Flow Control |
| Environmental Specifications | Operating temperature: 0°C to 55°C |
| | Storage temperature: -20°C-70°C |
| | Relative humidity: 20%~95% |
| Compliance and Certifications | Should be RoHS compliant |
| | Should comply to make in India guidelines set by GoI |
| | Should have TEC Certified |
| | OEM should provide MII certification |
| | OEM Certification: ISO 9001, ISO 14001, ISO 45001, ISO/IEC 27001:2022 |

## 8. 24 Port PoE Switch Specifications:

| Parameter | Description |
|---|---|
| **Make &Model** | **<<Specify Make & Model>>** |
| Ports | 24*10/100/1000Base-TX PoE ports (Data/Power), 2*10/100/1000Base-TX uplink RJ45 port, 2*1000Mbps SFP Slot |
| PoE/ Ethernet Port: | All 24 ports should be PoE compliant with 802.3af/at standard on each. PoE Power Budget: 300W |
| Function switch button | 1:AI self-healing (mode watchdog function) 2: Port 1-24 (10Mbps: 0~250m) |
| Power | 110-264V AC, 50/60Hz |
| Standard | IEEE802.3/802.3u/ 802.3x/ 802.3af/at 802.3ab |
| Light off | Link is disconnected |
| Light flash quickly | Data Transmitting |
| MAC Addresses | Supported Up to 8K MAC addresses |
| Switching capacity | 56 Gbps Full duplex |
| forwarding rate | 42 Mpps |

| Parameter | Description |
|---|---|
| Negotiation | All ports support MDI/MDIX |
| Operating Temperature | -20% to 55% |
| Operating Humidity | -20% to 55% |
| Storage Temperature | 5%~90% RH Non condensing |
| Storage Humidity | -40°C+75°C, 5%~95% RH Non condensing |
| Compliance and Certifications | Should be RoHS compliant |
| Protection Level | IP30 |
| Compliance and Certifications | Should be RoHS compliant |
| | Should comply to make in India guidelines set by GoI |
| | Should have TEC |
| | OEM should provide MII certification |
| | OEM Certification: ISO 9001, ISO 14001, ISO 45001, ISO/IEC 27001:2022 |

**9. 9U Rack Specifications:**

| S. No. | Description |
|---|---|
| **Make** | **<<Specify Make>>** |
| 1 | Wall mount Rack 9U Height with maximum depth of 500 - 600mm. |
| 2 | Rack Frame should be robust and made of welded steel frame that offers strong and sturdy support for installation of 19"" equipment and accessories. |
| 3 | Rack shall be covered with steel panels with IS 513 Gr D standard. |
| 4 | The rack should be able to static load of 40Kgs. Accessibility should make easy installation and maintenance tasks simple. |
| 5 | Glass Door with Steel vented trims on 4 sides & powder coated RAL 7037. |
| 6 | The rack shall be provided with common Lock & key. |
| 7 | The 19” mounting angles at front and rear should be fully adjustable. |
| 8 | The 19” mounting angles should be provided in pairs at front and rear as per the DIN 41494 / EIA 310-D standard. |
| 9 | Top & Bottom Cover with cable entry gland hole should covered with rubber grommets |
| 10 | Top & Bottom Cover with Ventilation slots for free Air flow. |
| 11 | Top Cover with provision to mount Fans directly |
| 12 | Rack shall be powder coated with 7 Tank pre-treatment process meeting ASTM standards. The Powder coating process shall be ROHS compliant. |
| 13 | Powder coating thickness shall be 80 to 100 microns. |
| 14 | The colour of the powder coat shall be RAL 7035 or Black. |
| 15 | UL Certified & ISO 9001 & 14001. |
| 16 | Rack will be provided with the standard accessories of power supply, cooling fans, cable organizers and other required things |

**10. Cat6 UTP Cable Specifications:**

| S. No | Criteria |
|---|---|
| **Make** | **<<Specify Make>>** |
| 1 | The 4 pair Unshielded Twisted Pair cable shall be UL® Listed and Performance verified up to |

| S. No | Criteria |
|---|---|
| | 600 MHZ. |
| 2 | This cable well exceeds the requirements of ANSI/TIA-568.2-D and ISO/IEC 11801-1 CATEGORY 6 |
| 3 | Nominal Outer Diameter of Cable should be 6.0 ± 0.4 mm and 23 AWG, Solid bare copper |
| 4 | Construction: 4 twisted pairs separated by internal PE Cross Separator. Full separator. Half shall not be accepted. Rip Cord is must. |
| 5 | Conductor: Solid bare Copper, Outer jacket sheath: FRPVC with UL approved CM rated cable. Jacket color: Grey |
| 6 | Insulation Material: High Density Polyethylene (HDPE) |
| 7 | Dielectric Strength of cable should be 2.5 KVDC for 2 seconds |
| 8 | Bending Radius: < 4X Cable Diameter at -20°C ± 1°C<br>Pulling Force: 25.35 lbs |
| 9 | Electrical Parameters: Insertion loss (Attenuation), NEXT, PSNEXT, ELFEXT (ACRF), PSELFEXT (PSACRF), Return Loss, ACR and PS ACR. |
| 10 | Insertion Loss of 32.8 db/100m at 250 MHz<br>Insertion Loss of 46.0 db/100m at 500 MHz<br>Insertion Loss of 51.0 db/100m at 600 MHz |
| 11 | Cable should support operating temperature from -20° to +70°C |
| 12 | Cable support Conductor Resistance ≤ 9.38 Ω/100m Max. |
| 13 | Mutual Capacitance of cable should be < 5.6 nF/100m Max. |
| 14 | Resistance Unbalance of cable should be 5% Max. |
| 15 | Capacitance Unbalance of cable should Max. 330 pF/100m |
| 16 | Cable support Delay Skew: < 45 ns/100m, Operating Voltage: 72V |
| 17 | Nominal Voltage of Propagation (NVP): 69% and Current Rating: 1.5 A Max. |
| 18 | Impedance: 100 ± 15 Ω @100 MHz and Propagation Delay @250 MHz : 536 ns/100m |
| 19 | ETL VERIFIED TO ANSI/TIA-568.2-D AND ISO/IEC 11801-1 CATEGORY 6 250 MHZ, Printed sequential length counter of each meter on outer jacket, ROHS Compliant |
| 20 | Zero-bit error test by Intertek |
| 21 | Category 6 UTP cables shall support Gigabit Ethernet (1000 base T) standard and performance verified up to 600 MHZ |
| 22 | Availability of test reports to prove conformity of the Specification from Central Govt. Lab/NABL accredited Lab/ILAC accredited Lab. Test report number and date - Must declare. Agreed to furnish all the test reports and certificates to the buyer on demand |

**11. <u>1 KVA UPS Specifications:</u>**

| Parameter | Description |
|---|---|
| **Make &Model** | **<<Specify Make & Model>>** |

| Parameter | Description |
|---|---|
| Rating | 1000VA/600Watts |
| Technology | MOSFET PWM and Built in AVR and EMI/RFI Filter |
| **INPUT** | |
| Voltage (VAC) | 120~300VAC |
| Frequency (Hz) | 50 / 60Hz ± 10Hz Auto Sensing |
| **OUTPUT** | |
| Voltage AVR Mode | 200~245V |
| Voltage Battery Mode | 230VAC ±10% |
| Frequency (Hz) on Battery Mode | 50/60Hz ± 0.1Hz |
| Waveform | Simulated Sine Wave |
| Transfer Time (ms) | 4-8 ms Typical |
| **BATTERY** | |
| Voltage | 24V DC |
| No. of Batteries | 2 |
| Internal Battery | 2 x 12V x 7AH |
| Type | SMF |
| Backup Time | 30 mins |
| Recharge Time | 6-8 Hours to 90% After Complete Discharge |
| **FEATURES** | |
| Protection | Overload, Battery Drain |
| Compatible | Generator |
| **SYSTEM FEATURES** | |
| Audible Alarms | Low Battery, Overload, Short Circuit and Fault Conditions |
| LED Display | AC Mode: Green Lighting, Battery Backup Mode: Orange Lighting, Fault Mode: Red Lighting |
| Protection | Battery Low, Overload, Short Circuit, AC Input Low/ High & Fault conditions |
| Degree of Protection | IP20 |
| Cold Start | Yes |
| Type of Enclosure | ABS |
| **PHYSICAL** | |
| Nos. of Power Outlet | 4 (1 Printer+3 Battery) - 5 Pin Indian Socket |
| **STANDARD** | |
| Certifications | ISO 9000, ISO 14001, ISO 45001, BIS, CE and RoHS |
| Safety | Cyber Security Compliance |
| Test Reports | NABL Accredited Lab Report |
| **ENVIRONMENT** | |
| Temperature | Operating: 0~45°C, Storage: -10ºC ~ 55ºC |
| Humidity / Altitude | 0~95% RH Non-condensing / <1500 M |
| Noise | Low Audible Noise Level |
| **COMMUNICATION** | |

| Parameter | Description |
|---|---|
| Communication Port | RS-232 / USB (Optional) |

12. **32 Inch LED Display Specifications:**

| Parameters | Specifications |
|---|---|
| **Make &Model** | **<<Specify Make & Model>>** |
| Screen Size | 32" |
| Panel Technology | IPS |
| Brightness | Min. 200 to 300 nits |
| Native Resolution | Min HD or FHD |
| Contrast ratio (CR) | 1,100:1 or better |
| Refresh Rate | 60Hz or better |
| Response Time | 8ms |
| Operating System | Operating system (OS) should be from the same OEM make |
| **CONNECTIVITY** | |
| **INPUT** | |
| Digital (HDMI) | 2 or more |
| Analog (RF) | 2 or more |
| External Port (RJ45) | 1 |
| USB 2.0 | 1 or more |
| **AUDIO** | |
| Audio Output | 10W (5W x 2) |
| Built In Speakers | Yes |
| Speaker System | 2.0Ch |
| The display shall incorporate intelligent audio processing features including AI-based voice/sound clarity enhancement, automatic audio balance control, and automatic volume levelling for improved speech intelligibility and consistent audio output. | Yes |
| **PHYSICAL SPECIFICATION** | |
| Panel Depth | 78 mm or lesser |
| **SPECIAL FEATURES** | |
| Embedded browser application for browsing on internet | Yes |
| HDR feature for high dynamic range colour reproduction (HDR, HDR10 Pro) | Yes |
| Embedded pre-loaded apps (like YouTube App) for playing videos from internet | Yes |
| Searching for complex information beyond content by integrating the MS Co-pilot web page. | Yes (inbuilt) |
| Registering a voice to the account to enable automatic account login/switching through voice recognition for customer identification service. | Yes |

| Parameters | Specifications |
|---|---|
| Display should have the analysis of TV CS Call data, if a customer asks the chatbot (voice/text) about issues that are frequent and can be self-resolved, they can diagnose and resolve the issue immediately upon occurrence | Yes |
| Display should work with Google Assistant to provide related linked services<br>- TV control function through Google Smart Speaker | Yes |
| Display Support casting, and audio streaming functions from mobile devices to TV | Yes |
| TV control (volume, channel, etc.) via iOS device and Apple Home compatible devices<br>Supports mirroring, casting, and audio streaming functions from Apple devices to TV | Yes |
| Broadcasting channels through IP | Yes |
| Embedded Wi-Fi & Bluetooth for connectivity to 3rd party devices | Yes (Wi-Fi 5 & Bluetooth V5.3 or better) |
| Connect to network over wired and wireless | Yes |
| Play music on mobile over TV over Bluetooth | Yes |
| Bluetooth connectivity for sound bar | Yes |
| HDMI eARC supported | Yes |
| **POWER** | |
| Power Supply | 100-240V~, 50/60Hz |
| Power Type | Built-In Power |
| **POWER CONSUMPTION** | |
| Typ. | 38W or better |
| **AUDIO** | |
| Audio Power | 10W (5W x 2) |
| Speaker System | 2.0 Channel |
| **STANDARD (CERTIFICATION)** | |
| Certification | BIS |
| OEM Warranty | 2 Years |

13. **VMS Server Specifications:**

| S.No. | Parameter | Minimum Technical Specification |
|---|---|---|
| **Make &Model** | | **<<Specify Make & Model>>** |
| 1 | **Server quantity** | Two (2) enterprise-grade rack-mounted physical servers for redundant centralized VMS operation; an independent quorum/witness and backup destination shall be provided in a separate failure domain. |
| 2 | **Processor** | Minimum 16 physical cores per server, Intel Xeon / AMD EPYC enterprise class or equivalent; adequate capacity shall be demonstrated following failure of either host. |

| S.No. | Parameter | Minimum Technical Specification |
|---|---|---|
| 3 | **Memory** | Minimum 128 GiB ECC RAM per server, expandable to at least 256 GiB |
| 4 | **Boot storage** | Minimum 2 × 960 GB enterprise-grade SSD per server configured in RAID 1. |
| 5 | **Application / database storage** | Minimum 2 × 1.92 TB enterprise-grade SSD/NVMe per server configured in RAID 1; intended for VMS application, database and metadata, not central continuous CCTV recording. |
| 6 | **Network connectivity** | Minimum dual 10 GbE data network ports and one independent management port per server. |
| 7 | **Hardware resilience** | Redundant hot-swappable power supplies and cooling, out-of-band remote management, secure boot/TPM or equivalent security functions. |
| 8 | **Operating environment** | Supported server operating system and virtualization platform compatible with the approved NVR SDK/API, media services and VMS application. |
| 9 | **High availability** | Redundant VMS/API and NVR integration services on separate hosts, monitored database primary/replica with controlled failover, independent witness/quorum and tested backup/restore. |
| 10 | **Backup storage** | Separate backup destination with minimum 2 TB usable capacity for centralized application, configuration, database and audit metadata; footage retained on site NVRs is excluded. |
| 11 | **Support and acceptance** | OEM-backed warranty/support as specified in the tender; |

14. **<u>VMS (Video Management System) Application Specifications:</u>**

| S.No. | Parameter | Minimum Technical Specification |
|---|---|---|
| **Make &Model** | | **<<Specify Make & Model>>** |
| 1 | **Platform capacity** | Centralized web-based Video Management System (VMS) supporting a minimum of 255 locations, 3,000 registered camera channels and 255 named user accounts. |
| 2 | **Platform license** | Enterprise software license valid for at least Five (5)years from successful commissioning and acceptance, including the mandatory camera/channel, user, NVR integration and playback entitlements. |
| 3 | **Deployment and storage** | On-premises centralized monitoring; existing remote site NVRs shall retain original recordings. No requirement for continuous central recording or ingestion of all 3,000 video streams. |
| 4 | **Site and camera management** | State → District → Location → NVR → Camera hierarchy; unique identification, on boarding, channel mapping, bulk import, filters, status history and commissioning states. |
| 5 | **NVR interoperability** | Integration through approved NVR manufacturer SDK/API or verified interoperability interface for actual installed model/firmware; unsupported device features shall be |

| S.No. | Parameter | Minimum Technical Specification |
|---|---|---|
| | | explicitly identified. |
| 6 | **Camera and NVR health** | Monitor verified channel availability, NVR connectivity, site WAN state, recording availability and supported HDD/storage health; distinguish Offline, Unknown/Stale and uncommissioned conditions. |
| 7 | **Operational dashboard** | State/district/location/NVR/camera-wise dashboards showing online/offline/unknown status, incidents, recording-health exceptions and last verified update. |
| 8 | **Live view** | Role-authorized on-demand live video with single and multi-camera layouts; stream sessions shall be released on timeout or closure. |
| 9 | **Historical playback** | Remote NVR recording calendar, date/time search, playback, pause and seek through supported and verified NVR interfaces; browser-compatible delivery as required. |
| 10 | **Users and security** | Role-based access by site/camera and action; secure credentials, session controls, protected APIs, HTTPS/TLS, authentication and searchable audit trail. |
| 11 | **Events and reporting** | Camera/NVR/site alerts with acknowledgement and incident history; camera availability, downtime, recording-health, incidents and audit reports with CSV/Excel export. |
| 12 | **Performance** | Default 60-second monitoring interval, with P95 freshness within 120 seconds under approved network/SDK conditions; support 50 concurrent non-video web sessions and 32 concurrent on-demand playback streams. |
| 13 | **Media capacity** | Provision for at least 32 concurrent authorized on-demand video sessions at the accepted test bitrate; 64-session expansion shall be supported through documented capacity augmentation. |
| 14 | **Basic analytics processing** | Camera-quality checks and other approved basic analytics shall use NVR events and/or bounded CPU-based snapshot/selected-stream processing. Dedicated GPU server is not mandatory; no requirement for continuous analytics on all 3,000 channels. |
| 15 | **Availability and recovery** | Central VMS availability minimum 99.5% monthly; central application RTO not more than 2 hours and RPO not more than 15 minutes, demonstrated through acceptance tests. |
| 16 | **Analytics – camera tampering** | Detect camera obstruction/covering or significant unexpected field-of-view change using supported NVR tamper events or scheduled image comparison; configurable thresholds and false-alert suppression. |
| 17 | **Analytics – frozen video** | Identify persistent frozen/unchanging frames from verified sample timestamps or image comparison; distinguish genuine static scenes and unavailable observations. |
| 18 | **Analytics – black screen / video loss** | Identify anomalous black/blank frames and missing/failed video acquisition; account for legitimate night scenes and |

| S.No. | Parameter | Minimum Technical Specification |
|---|---|---|
| | | report source connectivity separately. |
| 19 | **Analytics – blur and video quality** | Measure significant blur/defocus and basic brightness/contrast or image-quality deterioration on selected or scheduled snapshots; thresholds configurable by camera. |
| 20 | **Analytics – motion detection** | Receive native camera/NVR motion events where supported; selected-camera CPU-based motion checks may be used where appropriately provisioned. No 3,000-channel continuous central motion processing. |
| 21 | **Analytics – intrusion alerts** | Receive and display intrusion/line-crossing/restricted-area alarm events from compatible existing NVR/camera firmware/SDK, including event source, time, camera and incident acknowledgement; show Unsupported when not available. |
| 22 | **Analytics – processing safeguards** | Use event-driven ingestion and rate-limited snapshots/selected streams; bounded CPU, RAM and WAN usage; suspend or throttle analytics if core VMS, live view, playback or HA performance is affected. |
| 23 | **Analytics – event history** | Analytics findings shall integrate with the existing alert/incident screen, camera details and reports with timestamps, evidence source, severity, status and access-controlled audit history. |
| 24 | **System health and backup** | Display application, database, NVR gateway, processing-worker, storage, backup and network health; retain central metadata backups without duplicating all NVR footage. |
| 25 | **Acceptance** | Demonstrate supported NVR event interfaces, actual image-quality detection against approved test samples, role permissions, basic analytics false-alert handling, 3,000-channel inventory and specified playback/HA benchmarks. |

## 4. MANPOWER& MATERIAL

The successful bidder has to provide the following manpower and material to the authority on exclusive and comprehensive basis on 12*6 manner to ensure uninterrupted and smooth flow of CCTV operations and maintenance in APSCSCL MLS Points across AP as per the work scope defined in section 2 during the entire maintenance period i.e., for the period of 24months from the date of commissioning the entire system:

**Manpower:**

- **08 no's of Field Engineers** with minimum of any intermediate / diploma / degree qualification and with minimum of 03years industry experience and sound technical knowledge in performing all kinds of CCTV works (passive cabling work, installation and maintenance of CCTV cameras over poles or walls / changing cameras location for better view / fixed locations, identification and rectification of hardware / cable issues etc.) and operating CCTV equipment and allied systems in APSCSCL MLS Points across AP.

- **01 no's of Project Manager** with minimum of any degree / graduate qualification and with minimum of 05 years industry experience and sound technical knowledge in CCTV operations and responsible for single point of contact, coordinating the subject activities from APSCSCL MLS Points in AP& supervising the entire subject CCTV operations @ Command Control Center, APSCSCL Head Office as per the work scope defined in section 2.

*Note:*

- *Manpower to be provided by the successful bidder on exclusive basis and bidder must take the responsibility of replacing the manpower within no time if the existing resource has vacated the office for whatsoever reason.*
- *The Authority reserves its right to conduct interview(s) for the manpower provided by the bidder and to accept / reject the manpower provided towards CCTV and other allied systems / equipment infrastructure maintenance.*
- *The provided manpower should be fully engaged in operation and maintenance of the CCTV equipment provided in APSCSCL MLS Points across AP as per the instructions of the APSCSCL authorities.*
- *The successful bidder must take complete responsibility of the conduct, performance, character, background verification etc. of the manpower deployed as part of this project. If the manpower deployed are found non-performant / non-skilled (or) involved in illegal / criminal / sexual harassment / theft etc. or whatsoever action that against the government rules, this authority reserves right to take respective action on such manpower as per the rules / acts in vogue and such action may also extend to terminate the contract / penalizing the agency depending upon the intensity of the scene.*
- *The service provider shall distribute the manpower in all the locations of AP based on the jurisdiction calculation and shall take care of the transportation of the manpower to the designated locations based on the issues raised / O&M and AMC activities to attend. All further needs of the manpower viz., accommodation, food, daily allowance, transportation etc. shall be the sole responsibility of the service provider only.*

**Material:**

- The successful bidder has to obtain the service / support pack from the respective OEM's (Original Equipment Manufacturer) for all the items listed in section 3 and to take responsibility of replacement of any or all of the items listed in section 3 with same make & model (or) equivalent and compatible item in case of any hardware / software / operation (or) whatsoever failure within 24 hours during the contract period.
- The successful bidder must get an acknowledgement from OEM (Original Equipment Manufacturer) that the supplied material for this project is genuine and the respective warranty for such material to be tagged against the serial numbers of the equipment supplied and the same to be presented either on the OEM website (or) through written form from OEM.

- The successful bidder has to carry sufficient number of backup and redundant equipment / cables / peripherals / tools etc. on hand at site on proactive manner which is not less than 5% of the each BOQ item on a lump-sum manner for all the items mentioned in section 3 in lump sum manner to replace / rectify any item within no time (within 24 hours) in case of any software / hardware / operation failure or any failure for that matter to ensure uninterrupted flow of CCTV equipment and allied services in the due course of maintenance.
- The successful bidder has to carry required machinery such as splicing tool, LAN Tester, Crimping Tool, Punching Tool etc. or whatsoever required on a daily basis for smooth flow of O&M and AMC operations.

*Note:*

*The Authority reserves its right to conduct quality test(s) for the material provided by the bidder and to accept / reject the material provided towards the CCTV infrastructure.*

**5. Backup Material to be maintained during 2-year Warranty / DLP / O&M / AMC Period**

The successful bidder must carry enough CCTV and allied material on hand during the O&M period to address and rectify any issues whatsoever that may raise in the O&M period. Also, any kind of supplied material (and) existing residual working CCTV setup left over at site after executing the subject work to be recorded and maintained as backup material for handling any repairs at site during the O&M, AMC period.

The successful bidder must carry such material on hand at site (not less than 5% of the each BOQ item on a lump-sum manner) to repair / replace any (or) all of the existing CCTV infrastructure in case of any software / hardware / operation failure within 24 working hours from the date and time of reporting the issue.

As soon as the material is exhausted / about to exhaust, the same amount of material may be recouped on cost-to-cost / pro-rata basis upon receiving the material spent and exhaust certificate from the concerned security authorities and the respective amount shall be deducted from the “unforeseen expenditure” / “lump sum” amounts as per the provisions.

*Note:*

*The authority can conduct quality test(s) for the material provided and to accept / reject the material provided towards the CCTV infrastructure maintenance.*

# VOLUME II: INSTRUCTIONS TO BIDDERS (ITB)

## INSTRUCTIONS TO BIDDERS

### GENERAL

### Scope of Bid

**1.1.1**

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

**1.1.2**

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

**1.1.3**

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

**1.1.4**

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

**1.1.5**

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

**1.1.6**

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

**1.1.7**

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

**1.1.8**

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

**1.1.9**

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

**1.1.10**

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

**1.1.11**

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

**1.2 General Instructions**

**1.2.1**

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

**1.2.2**

This Bidding Document is not transferable.

**1.2.3**

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

**1.2.4**

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

**1.2.5 Liability**

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

**1.2.6**

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

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

**1.2.7**

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

**1.2.8**

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

**1.2.9**

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

**1.2.10 Contacts during Bid Evaluation**

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

**1.2.11 Prohibited Practices**

For the purposes of this bid the Authority,

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

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

the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Service Provider/ adviser of the Authority in relation to any matter concerning the Project;

**(ii)** **Fraudulent practice** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

**(iii)** **Coercive practice** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

**(iv)** **Undesirable practice** means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process;

**(v)** **Restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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

(c) will blacklist Service Provider or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the Authority.

**1.2.12 Cost of Bid**

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

**1.2.13 Payments from APSCSCL**

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

**1.2.14 Definitions and Acronyms**

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

**1.3 Eligibility:**

**1.3.1**

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

**1.3.2**

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

**1.3.3**

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

**1.3.4**

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

**1.3.5**

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

**1.3.6 QUALIFICATIONS**

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

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

***1.4 PRE-BID MEETING AND/OR SITE VISIT***

**1.4.1**

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

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

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

**1.4.2.2** Received all relevant information requested from the Authority;

**1.4.2.3** Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Document or furnishfed by or on behalf of the Authority relating to any of the matters referred to sub-para in “General Instructions" paragraph ITB;

**1.4.2.4** Satisfied itself about all matters, things and information including matters referred to in, necessary and required for submitting an informed Bid, implementation of the Proposal in accordance with the Bidding Document and performance of all its obligations there under;

**1.4.2.5** Acknowledged and agreed that inadequacy, lack of completeness or in correctness of information provided in the Bidding Document or ignorance of any of the matters refer to General Instructions" paragraph ITB, shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the bidder;

**1.4.2.6** Agreed to be bound by the undertakings provided by it under and in terms hereof.

**1.4.2.7** Bidders shall have the opportunity to clarify doubts pertaining to the Bidding Document, to clarify any issues they may have, prior to finalizing their responses in the pre- bid conference. Responses to inquiries and any other corrections and amendments will be made available on the AP e-Procurement website as addenda to this Bidding Document.

**1.4.3** Correspondence with the Bidder

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

**1.4.4**

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

## 2 BIDDING DOCUMENTS

### 2.1 Contents of Bidding

### 2.1.1 Documents

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

**2.1.2**

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

**2.1.3**

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

**2.2 Clarifications**

**2.2.1**

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

**2.3 Amendment of Bidding Document**

**2.3.1**

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

**2.3.2**

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

**2.3.3**

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

## 3. PREPARATION OF BIDS

**3.1 Language of bids**

**3.1.1**

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

**3.2 DOCUMENTS COMPRISING THE BID**

**3.2.1**

The bid submitted by the Bidder shall comprise the following:

The bid submitted by the Bidder shall comprise the following:

(a) A Bid Form (**Form T1**) completed and signed by a person or persons duly authorized to bind the Bidder to the Contract with the following attachments:

(i) Attachment **Form T2**: Bid Security (EMD) furnished in accordance with “Bid Security (EMD)" of ITB.

(b) The Technical part attachments consisting of the following:

(i) Attachment **Form T3:** Power of Attorney

(ii) Attachment **Form T4**: Bidder's Particulars and Eligibility Criteria (in the format indicated in Volume II (iv)), duly completed by the bidder in the manner supported by documentary evidence as specified therein, establishing that the bidder satisfies

the eligibility criteria referred to in “Eligibility" 1.3 ITB and is otherwise eligible to perform the contract if its bid is accepted;

(iii) Attachment Qualifications of the bidder Documentary evidence establishing to the Authority's satisfaction, and in accordance with ITB “Qualifications", that the bidder has the requisite experience to qualify. The Bidder must provide evidence on any changes in the information submitted as the basis for pre-qualification or, if there has been no change at all in said information, a statement to this effect;

(iv) Attachment **Form T5**: (Qualification of the Bidder)-Similar Work Experience, Personnel Capabilities, Candidates Summary.

(v) Attachment **Form T6:** Financial Viability of the Bidder

(vi) Attachment **Form T7:** Declaration for Non-Blacklisting

(vii) Attachment **Form T8:** Bid process check list: check list and declaration to be filled and signed by competent authority

(viii) Attachment **Form T9:** Self Evaluation Form

(ix) Other Technical Attachments - any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding Documents and specified in the BDS.

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

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

(i) Attachment **Form F1**: The Price Bid Form and **Form F2**: Cost Breakup (in the format indicated in Volume II, duly completed by the bidder in the manner and detail indicated therein and in accordance with the requirements of “Bid Prices" ITB);

(ii) Other Financial Attachments- any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding documents and specified in the BDS.

**3.2.2**

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

**3.2.3**

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

**3.2.4**

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

***3.3 BID PRICES***

**3.3.1**

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

**3.3.2**

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

**3.3.3**

Unless specified in the BDS, prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variations on any account. A bid submitted with an adjustable price quotation which is not consistent with this paragraph ITB shall be rejected by the Authority as non-responsive.

***3.4 BID CURRENCY***

Prices shall be quoted in Indian Rupees.

### *3.5 VALIDITY OF BIDS*

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

**3.5.1**

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

**3.5.2**

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

### *3.6 BID SECURITY (EMD)*

**3.6.1**

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

**3.6.2**

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

(a) amount;

(b) form;

(c) period of validity beyond the bid validity date, as extended, if applicable, and

(d) the period within which the Bid Security (EMD) of the unsuccessful bidders will be returned are as specified in the BDS.

**3.6.3 DELETED**

**3.6.4**

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

**3.6.5**

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

(a) all Bidders upon annulment of the bidding pursuant to “Authority's Right to Accept any Bid or Reject any or all Bids" ITB;

(b) Bidders refusing a request to extend the period of validity of their bids pursuant to 3.5.2 “Validity of Bids" ITB;

(c) the successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security (EMD) in the amount of Performance Security to be provided by him in accordance with the provisions of the Bidding Document;

(d) the unsuccessful Bidders at the same time as in (c), that is, when they are informed about the successful establishment of the contract with the successful Bidder.

**3.6.6**

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

(a) In case of a **Bidder**

  (i) If he submits a non-responsive bid, or

  (ii) If he engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in the 1.2.11 of “General Instructions" Para ITB, or

  (iii) If he withdraws his Bid during the period of Bid validity as extended by mutual consent of the respective Bidder(s) and the Authority;

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

  (i) To sign and return the duplicate copy of LOA, or

(ii) To sign the Contract agreement pursuant to “Contract Signing" 6.5.1 ITB or

(iii) To furnish the Performance Security within the period prescribed in the agreement, or

(iv) Having signed the Contract agreement, commits any breach thereof prior to furnishing the Performance Security.

**3.6.7**

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in 3.5.2 “Period of Validity of Bids” ITB, or

(b) if the successful Bidder fails to sign the Contract in accordance with “Contract Signing and Performance Security" para ITB; or furnish a performance security in accordance with “Contract Signing and Performance Security" 6.5 ITB; the Borrower may, black-list or debar the bidder for a period of time as stated in the BDS from participating in future bids of the Authority.

**3.6.8**

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

(i) Issue of the LOA or

(ii) Execution of the Contract agreement.

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

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

**4 SUBMISSIONS OF BIDS**

**4.1** ***Due Date for Submission of Bids***

**4.1.1**

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

**4.1.2**

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

**4.1.3**

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

**4.1.4 Submission of Hard copies**

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

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

**4.2 Modifications, Substitution and Withdrawal of Bids**

*(i)* The Bidder may modify, substitute, or withdraw its e- bid, prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.

*(ii)* Any alteration/ modification in the Bid or additional information supplied after the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.

*(iii)* For modification of e-bid, bidder must detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.

*(iv)* For withdrawal of bid, bidder must click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

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

**5 BID OPENING AND EVALUATION**

**5.1 Opening of Bids**

**5.1.1**

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

**5.1.2**

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

**5.1.3**

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

**5.1.4**

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

**5.1.5**

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

**5.1.6**

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

**5.2 CONFIDENTIALITY**

**5.2.1**

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

**5.2.2**

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

**5.2.3**

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

**5.2.4**

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

***5.3 Clarifications***

**5.3.1**

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

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

**5.3.2**

If the Bidder does not provide clarifications sought for under 5.3 of this para ITB, within the specified time, its Bid shall be liable to be rejected. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder, nor will it affect any rights of the Authority there under.

***5.4 Preliminary Examination of Bids***

**5.4.1**

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

(a) it is complete;

(b) the documents have been properly signed;

(c) it is accompanied by the required bid securities;

(d) it is substantially responsive to the requirements of the bid documents; and

(e) any computational errors have been made.

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

**5.4.2**

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

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

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

**5.4.3**

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

**5.4.4**

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

(a) which affects in any substantial way the scope, quality, or performance of the contract;

(b) which limits in any substantial way, inconsistent with the Bidding Document, the Authority's rights or the bidders' obligations under the contract; or

(c) the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**5.4.5**

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

(a) The Technical Bid is received in the form specified in “Documents Comprising the Bid"

(b) It has been received by the Bid Due Date or its extended due date;

(c) It contains all the information (complete in all respects) as requested in the Bidding Document;

(d) It does not contain any condition or qualification; and

(e) It is not non-responsive in terms hereof.

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

***5.5 Evaluation and Comparison of Bids.***

**5.5.1**

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

The objective of this evaluation is to facilitate the selection of a successful bidder, ensuring technically superior and professional services at optimal cost. The Client will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to “Preliminary Examination of Bids" 5.4 of ITB. The Authority reserves the right to accept or reject any variation, deviation, or alternative offer which is not submitted in accordance with the bidding documents. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents or which otherwise result in unsolicited benefits for the Authority, shall not be taken into account in the bid evaluation.

**5.5.2**

(a) The Client's evaluation of a bid will be made based on prices quoted in accordance with ITB “Bid Prices" 3.3.

(b) The estimated effect of any price adjustment provisions under the Conditions of Contract, applied over the period of execution of the contract, shall not be considered in bid evaluation.

(c) In evaluating the bids, the Authority will determine for each bid, the evaluated bid price by adjusting the bid price as follows:

(i) making any correction for errors pursuant to \Preliminary Examination of Bids" 5.4 ITB;

(ii) excluding provisional sums and the provision, if any, for contingencies in the price schedules;

(iii) making an appropriate adjustment for any other quantifiable acceptable nonmaterial variations, deviations or alternative offers; and

(iv) making appropriate adjustments to reflect additional factors in the manner and to the extent indicated in the BDS.

(d) Bidders are requested to be prepared to demonstrate, through presentations and / or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, as per schedule of bidding process. The Bidder will arrange such demonstrations, presentations or site visits at its own cost.

(e) Bidders must not present any reference as credential for which it is not able to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. The Authority would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

**5.5.3 Evaluation Process Flow**

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

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

(b) The Authority would display on the AP e-Procurement website the names of those successful bidders who have qualified in the Technical Evaluation.

(c) A date, time and venue will be notified to those technically successful Bidders for opening of their Financial Bids on the e-Procurement website. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.

(d) The evaluation by the Authority will be undertaken by a Committee of Officials or/and representatives formed by the Authority and its decision shall be final.

**5.5.4 Evaluation of Eligibility Criteria**

(a) Bids submitted by all the bidders would be scrutinized for eligibility as per the `Eligibility Criteria' specified in “Eligibility" BDS. Bids not complying with the eligibility criteria are liable to be rejected and will not be considered for further evaluation.

(b) Successful bids out of this stage would be considered for technical evaluation. Bidders must submit the proof of all the credentials as required for scrutiny of eligibility criteria. Claims of the bidders without verifiable facts will not be considered as credentials towards satisfying eligibility criteria.

**5.5.5 Technical Evaluation**

**a)** The technical bids will be evaluated for determining the continued eligibility of the Bidder for the Work and compliance of the bids with the necessary technical requirements and scope of work of this Bidding Document.

**b)** The Authority may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the bid due date shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the bid due date, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by Authority.

**c)** Technical bids would be evaluated based on the technical evaluation criteria and the marks with break-up as specified in the BDS.

**d)** Technical Bids receiving ‘T’ greater than or equal to a score specified in BDS, (cut-off marks, ‘m’, defined in BDS) will be eligible for further evaluation. The technical and relative technical scores are evaluated as below:

**i.** The technical bid will be analysed and evaluated, based on which the Relative Technical Score shall be assigned to each bid based on parameters mentioned above.

**ii.** Relative Technical Score $RS_{Tech}$ for each bidder will be calculated as follows based on above parameters:

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

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

T = Technical score obtained by bidder

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

**5.5.6 Commercial Evaluation**

(i) In this phase, the Commercial Bids of the Bidders, who are found technically qualified as stated above in previous phase, will be taken for commercial evaluation.

(ii) The date for opening of commercial bids will be separately notified on the AP e-Procurement website.

(iii) The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Financial Bid quoted shall be deemed as final and omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the Bidding Document within the total quoted Financial Bid shall be that of the Bidder.

(iv) Relative Technical score (RSTech) of the technically qualified bids would be announced before the representative of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.

(v) Relative Financial Score (RSfin) for each bidder will be calculated as follows:

RSfin = CLow/C * 100

Where, RSFin = Relative score for financial Bid of the Bidder

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

CLow = Lowest of financial bid value out of all the financial bids obtained.

**5.5.7 Final Selection of the Eligible Bidder**

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

RS = RSTechXTechnical weightage [insert: WTech from BDS] + RSFin financial weightage [insert: WFin from BDS]

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

## 6 POST QUALIFICATION AND AWARD OF CONTRACT

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

**6.1.1**

Notwithstanding anything contained in this document, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

**6.1.2**

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

(a) At any time before signing of the Agreement or after its execution and during the period

of subsistence thereof, including the Contract thereby granted by the Authority, a material misrepresentation is made or uncovered, or

(b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification

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

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

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

Or

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

**6.1.3**

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

**6.1.4**

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

**6.1.5**

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

intimating the Bidders of any such change.

**6.1.6**

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

**6.1.7**

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

**6.1.8**

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

**6.1.9**

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

**6.2:Award Criteria**

**6.2.1**

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

**6.2.2**

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

**6.3Award Notification, and Contract Signing**

**6.3.1Award Notification**

(a) Prior to expiration of the period of bid validity, the Authority will notify the successful bidder by email confirmed by hard copy thereof, that its bid has been accepted. The notification of award shall specify the sum which the Authority will pay the successful

bidderin consideration of the execution and completion of the contract.

(b) The notification of award (hereinafter called “the Letter of Acceptance") will constitute the formation of the contract.

(c) The Letter of Acceptance (LOA) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 3 (three) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received within the bid due date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security (EMD) of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

### 6.3.2 CONTRACT SIGNING, AND PERFORMANCE SECURITY

**Contract Signing**

(a) While the Authority notifies the successful bidder that its bid has been accepted, the Authority will send the bidder the contract agreement in the form provided in the Bidding Document, incorporating all agreements between the parties. After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Authority shall cause the Bidder to execute the Contract agreement within the period prescribed in BDS. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract agreement.

(b) Within period prescribed at sub-paragraph 6.5.1(a) of this para of ITB of receipt of the contract agreement, the successful bidder shall sign the contract agreement and return it to the Authority, together with the required performance security.

(c) Upon fulfilment of 6.5.1(b) of this para of ITB, the Authority will promptly notify the other bidders that their bids have been unsuccessful, and their Bid Security (EMD) will be returned as promptly as possible, in accordance with “Bid Security (EMD)" paragraph of ITB.

### 6.4Performance Security

(a) Within the period prescribed at sub-paragraph 6.5.1(a) of this Para of ITB, of receipt of the Letter of Acceptance from the Authority, the successful bidder shall furnish to the Authority a performance security in accordance with the Conditions of Contract and in the form due date in the BDS or in another form acceptable to the Authority.

(b) Failure of the successful bidder to comply with the requirements of 6.5 “Contract Signing and Performance Security" ITB shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security (EMD), in which event the Authority may make the award to the next highest scored bidder or call for new bids.

### 6.5 DISPUTE RESOLUTION PROCEDURE

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

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

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

# VOLUME III: BID DATA SHEET (BDS) AND FORMS

## 1.1 Scope of Bid

1.1.2

**Title:** RFP for Selection of Service Provider for Supply, Installation, Testing & Commissioning of STQC Certified CCTV Surveillance System at 255 no's of MLS Points of APSCSCL across Andhra Pradesh including warranty + O&M + AMC for a period of 2 years.

RFP No: APSCSCL/Storage/CC Cameras/2026

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

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

1.1.3

| **Schedule of Bidding process (with timelines wherever applicable)** | **Date & Time** |
|---|---|
| Schedule download start date & Time | 25.11.2026, 3.00PM onwards |
| Pre-Proposal Meeting Date, Time and Place | 27.11.2026, 11.00AM @ APSCSCL Office, Vijayawada |
| Schedule download closing Date & time | 09.12.2026, up to 3.00 PM |
| Proposal submission closing Date & time | 09.12.2026 @3.00PM |
| Technical Proposal Opening Date (Technical Bid stage) | 09.12.2026 @5.00 PM |
| Tentative date for Technical Presentation | 14.12.2026 |
| Price Proposal opening Date & time | 16.12.2026 @3.00PM |

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

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

1.1.4

**Time period for completion of the project**: The Consultancy shall be for duration of 27 months, until the completion of project including commissioning and handover from the "effective date" (Date of Signing of Contract).

1.1.5

**Extension of time period:** The contract shall be extended by a duration limited to the maximum period of actual completion of the project (including subsequent extensions granted to the main project work), subject to approval by the Authority. Upon completion of the 2-years O&M and AMC period, the same O&M and AMC period may be extended for an additional period of 1 more year, subject to satisfactory performance and mutual consent of both parties.

1.1.6

**Authority's address:**

Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL),

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

**Website**: www.apscscl.in

1.1.7

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

1.1.8

| | |
|---|---|
| Transaction Fee (Non –Refundable) | **Transaction fee:** All the participating bidders who submit the bids have to pay<br>a. An amount@ 0.03% (plus GST) of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores (or)<br>b. An amount of Rs.25000/- if the purchase value is above Rs.50 crores plus GST applicable on transaction fee through online in favor of MD, APTS. The amount payable to APTS is non-refundable.<br><br>**Corpus Fund:** Successful bidder shall pay corpus fund to APTS<br>a. An amount @ 0.04% of the contract value with a cap of Rs.10,000/- (Rupees Ten Thousand Only) for contract value up to Rs.50 Crores (or)<br>b. An amount of Rs.25,000/- (Rupees Twenty-Five Thousand Only) for the contract value above Rs.50 Crores to sustain e-procurement initiatives, Research and Development of |

| | |
|---|---|
| | software application for automation for processes is user departments. |

1.1.9

| S No | Payment Type | Amount | Payment Method |
|---|---|---|---|
| 1 | Bid Security (EMD) | ₹ **39,07,790/-** | The EMD shall be transferred through Net Banking/NEFT/Direct Debit Facility through Debit or Credit Card/ RTGS through system generated challan. The details shall be entered while submitting the technical tender in e-procurement portal. |
| 2 | Bid Processing Fee | INR 25,000 | Payment through AP e-Procurement website |
| 3 | Security Deposit | 7.5 % of winning contract value | i. The successful bidder upon receipt of communication regarding acceptance of bid shall arrange Security Deposit for an amount equivalent to 10% (Ten percent) of the value of the order, after adjusting the EMD already paid, within 3 (Three) working days by way of electronic fund transfer to the bank account of AP State Civil Supplies Corporation Limited.<br>ii. The EMD already paid will be converted to Security Deposit. Thus the total Security Deposit would be 10% of the order value. Security Deposit will be released only after successful completion of the contract. |

**1.3 Eligibility criteria of service providers**:

**1.3.1**

Bidders must conform to the eligibility criteria given below:

**1.3.2**

**Eligibility criteria of service providers**:

Bidders must conform to the eligibility criteria given below:

**1.3.2.1 Pre-Qualification Criteria**

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

| S No | Parameters | Eligibility Criteria | Evidence |
|---|---|---|---|
| 1) | Legal Status | The bidder must be a registered legal entity under Indian laws, including but not limited to the Companies Act, 2013 / Partnership Act, 1932 / LLP Act, 2008 / Societies Registration Act / relevant Cooperative Acts.<br><br>The entityshould have been in business for at least 10 (ten) financial years as on 31st March 2026. | The following documents are required as proof<br><br>a. Certificates of Incorporation/ Registration Certificates.<br><br>b. Copy of Corporate Identification Number (CIN).<br><br>c. Copy of PAN<br><br>d. Copy of GST Registration Certificate<br><br>e. Proof of Address and Contact Details<br><br>f. Form T1, Form T3, Form T4 |
| 2) | Not Blacklisted | The bidder should not have been blacklisted by any State / Central government authority. | Declaration by the bidder in format of Form T9 |
| 3) | Prior Relevant Experience | The bidder must have experience in supply, execution and maintenance of the CCTV surveillance related equipment / services(or) IT Hardware works with presence of CCTV equipment / servicescomponentof minimum worth as mentioned below in any of the government organizations in India over the last 03 financial years<br><br>i. Rs.40 Crores for single project / work (or)<br><br>ii. Rs.22 Croresfor each of | (i) Form T5 Should be submitted.<br><br>(ii) References along with requisite contract / satisfactory work completion certificate / Go-Live Certificate / purchase order (PO) / work order (WO)Certificates.<br><br>(iii) Value of work executed should be excl. of GST |

| | | | |
|---|---|---|---|
| | | the two projects / works (or)<br>iii. Rs.16 Croresfor each of the three projects / works | |
| 4) | Turnover | The Bidder should have a minimum average annual turnover of INR 75 Crores for the last three financial years. | (i) Form T6 Should be submitted.<br>(ii) Certificate from CA (mentioning the UDIN Number) clearly specifying turnover for last 3 financial years as per format given in RFP.<br>Audited balance sheets and Profit & loss statement for last 3 financial years. |
| 5) | Net Worth | The Bidder should have positive net worth at the close of financial year 2025-26. | CA certified reports to be submitted along with audited Balance Sheet. |
| 6) | MAF | The bidder has to produce bid specific Manufacturer Authorization Form (MAF) from the respective OEM (Original Equipment Manufacturer) for the proposed Cameras, NVR's, LED Display& PoE Switches. | Supporting Documents should be submitted |
| 7) | Local Office | The Bidder should have a registered office in State of Andhra Pradesh with AP GST. | Supporting documents should be submitted.<br>If the Bidder does not have an office in Andhra Pradesh or AP GST or both, the Bidder shall submit an undertaking stating that the missing office / AP GST or both will be opened within 15 (fifteen) days from the date of signing of the contract/purchase order. |

**Note:**

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

1.4.1(a) **Qualification Criteria:**

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

| S No | Description | Marks |
|---|---|---|
| A | Similar Project Experience & Key Standards | 60 |
| B | Key Professional Staff | 10 |
| C | Jury / Committee Evaluation (Presentation) | 30 |
| | **Total** | **100** |

The detailed scoring methodology is detailed in this section.

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

| S. No. | Technical Parameters for Evaluation | Max score | Supporting Documents |
|---|---|---|---|
| 1. | The Bidder should have a minimum average annual turnover of INR 75 Crores for the last three financial years.<br>INR 75 Crores – INR 100 Crores – 5 Marks<br>> INR 100 Crores – INR 150 Crores – 10 Marks | 15 | Certificate from CA (mentioning the UDIN Number) clearly specifying turnover for last 3 financial years as per format given in RFP.<br>Audited balance sheets and Profit & loss statement for the last 3 financial years signed by CA is sufficient. |

| S. No. | Technical Parameters for Evaluation | Max score | Supporting Documents |
|---|---|---|---|
| | > INR 150 Crores – 15 Marks | | |
| 2. | The bidder must have experience in supply, execution and maintenance of the CCTV surveillance related equipment / services(or) IT Hardware works with presence of CCTV equipment / servicescomponentof minimum worth as mentioned below in any of the government organizations in India over the last 03 financial years.<br><br><u>10 Marks:</u><br>i. Rs.40 Crores for single project / work (or)<br>ii. Rs.22 Crores for each of the two projects / works (or)<br>iii. Rs.16 Crores for each of the three projects / works<br><br><u>20 Marks:</u><br>i. Rs.40 Crores for more than single project / work (or)<br>ii. Rs.22 Crores for each of the more than two projects / works (or)<br>iii. Rs.16 Crores for each of the more than three projects / works | 20 | The Bidder should attach copies of the Purchase Orders / Work Orders / Completion Certificates / Invoices justified with respective payment receipt proofs for such projectsetc. |
| 3. | The bidder/OEM shall have valid certifications of the following certifications, issued prior to the bid submission date:<br>a) ISO 9001:2015 or latest for Quality Management System Certification – 5 Marks<br>b) ISO 20000-1:2018 or latest for Information Technology Service Management System Certification – 5 Marks | 25 | Supporting document should be submitted |

| S. No. | Technical Parameters for Evaluation | Max score | Supporting Documents |
|---|---|---|---|
| | c) ISO 27001:2022 or latest for Information Security Management System Certification – 5 Marks<br>d) CMMI L5 Process Improvement Process Improvement – 10 Marks | | |
| **Maximum Total Marks** | | **60** | |

(B) **Key Professional Staff (10 marks):**

The professional staffing of the bidders to be evaluate based on the Quality of the key personnel:

Key Resources with relevant qualifications & experience shall be available and the score for each key personnel is as mentioned below:

| (B) | Key Resources | Points | Supporting Documents |
|---|---|---|---|
| 1. | **Project Manager (01 no's) –**Any degree / graduateholder with minimum of 05 years industry experience and sound technical knowledge in CCTV operations | 2 | CV's on the letterhead of the bidder duly sealed & signed. Also, the respective educational qualification documents & professional experience documents to be attached. |
| 2. | **Field Engineers (08 no's)–**Any intermediate / diploma / degree holder with minimum of 03 Years industry experience and sound technical knowledge in CCTV operations<br>Each one = 1 Mark | 8 | CV's on the letterhead of the bidder duly sealed & signed. Also, the respective educational qualification documents & professional experience documents to be attached. |

**"RelevantEducationQualification","RelevantProfessionalExperience"and"Minimum requirement" to be as per qualifications provided in Appendix 1 of Vol I, Scope.*

***"Similarassignment"meansasimilarroleundertakenbythesaidexecutiveforaprojectas indicated in Appendix 1 of Vol I.*

*Themarksarrivedatbasedontheabovemethodologytobeusedtoestimatethefinalscoring as defined in the Section 5.5.5 (iii) b of the ITB document.*

(C) **Jury Committee evaluation (30 marks):**

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

| Evaluation Criteria | Maximum marks |
|---|---|

| | |
|---|---|
| Implementation Approach & Methodology:<br>i. Project Understanding - 05 Marks<br>ii. Implementation Approach and Methodology - 05Marks<br>iii. Project Work Plan - 05 Marks<br>iv. Comprehensive Demonstration of the solution along with illustration of the project objective – 15 Marks | 30 marks |

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

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

**2.1.1Bidding Documents**: Refer to "Bid Forms"

**2.1.2**

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

**3.1.1**

**Amount of Bid Security (EMD)** is Rs. ₹ **39,07,790/-**

a. **Form of Bid Security (EMD)** shall be made by way of NEFT/RTGS or by irrevocable bank guarantee /

b. **Period of validity** beyond the bid validity date, as extended, if applicable shall be 30 days

c. **The time period** within which the Bid Security (EMD) of the unsuccessful bidders will be returned is 45 working days from the date of award of tender or date of receipt of request from un-successful bidder, whichever is later.

d. For the successful bidder, upon submission Performance security 7.5% of Contract Value and on conclusion of contract agreement the bid security paid at the time of submission of bid will be returned/ refunded.

**3.1.2**

For the purposes of this bid the Authority will blacklist a Service Provider or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the bidder has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the Authority.

**4.1.1. Opening of Bids**

**4.1.2. Time and Date:** Refer to 1.1.3

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

**5.1.1**

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

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

**5.1.3. Cut-off Marks "m"**: 75 (SEVENTY-FIVE)

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

**5.1.5**

Technical Weightage WTech: **75%**

Financial Weightage WFin: **25%**

**6.1.1**

Minimum qualification criteria: Refer to BDS 1.3.1

**6.1.2**

**Time period for signing the contract**: The Bidder to sign the contract agreement within a period of 21 days from the date of issue of LoA (Letter of Acceptance) / WO (Work Order).

**6.1.3 Refer to 1.1.3**

**6.2. Procurement Related Grievances**

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

**For the attention**: VC&MD

**Employer:** APSCSCL

**Email address:**

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

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

prior to the award of contract; and

3. the Employer's decision to award the contract.

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

Procedure for Filing an Appeal:

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

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

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

The original decision was biased or prejudiced.

## BID FORMS

### Form T1: Letter of Bid

*(On Bidder's letter head)*

Date: .....

Name of Contract: .....

To:

Sir,

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

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

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

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

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

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

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

. (Signature)

In the capacity of

. (Designation)

Duly authorized to sign this bid for and on behalf of

. (Name of bidder)

**Form T2: BID SECURITY (EMD)**

**Option I – Bank Guarantee**

Bank Guarantee for Bid Security (EMD) WHEREAS _____(name of Company) (hereinafter called "CONSULTANT") wish to participate in tender enquiry Tender Notice

No……. dated: …… of Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL), (hereinafter called the `Authority') for _____(Tender name). WHEREAS in terms of the tender conditions the Consultant is required to furnish to the APCRDA a Bank Guarantee for a sum of Rs. _____(Rupees only) as earnest money against the Consultant's offer aforesaid.

AND WHEREAS We, _____Bank, _____branch have at the request of the Consultant, agreed to give to APCRDA this guarantee as hereinafter contained.

We, _____Bank, _____branch, hereby undertake the guarantee to pay immediately to the APCRDA, on demand in writing by the APCRDA, an amount of Rs. (Rupees only) without any reservation and recourse if the Consultant shall for any reason withdraw whether expressly or implied their said tender during the period of its validity or any extension thereof or the Consultant fails to execute the agreement for the work awarded to them by APCRDA.

We, The_____Bank, _____further agree to that our liability to pay the aforesaid amount is not dependent or conditional on any proceeding against APSCSCL and we shall be liable to pay the amount without any demur, merely on a claim raised by the APSCSCL. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the said Consultant but shall in all respects and for all purposes be binding and operative until payment of all money(s) due to the APSCSCL in respect of such liability under the guarantee is restricted to Rs. (Rupees only). Our guarantee shall remain in force until _____[insert bid submission date + bid validity period as per BDS]. We shall be relieved and discharged from all our liability thereunder.

We, the, _____undertake not to revoke this guarantee during its pendency/currency except with the previous consent of the APSCSCL in writing.

Station: Name of the Bank:

**Form T3: Power of Attorney**

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

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

IN WITNESS WHEREOF WE, . . . . . …, THE ABOVE NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS . . . . . DAY OF . . . . . .., 2026

For. . . . . ….

(Signature, name, designation and address) Witnesses:

1.

2.

| | |
|---|---|
| Accepted | Notarized |

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

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

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

## Form T4: BIDDER'S PARTICULARS AND ELIGIBILITY CRITERIA

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

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

**2. Please State the following correctly:**

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

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

**3. Documents required**

The below documents have to produce by the bidder:

1. Registration document / Certificate of Incorporation –

2. GST Registration Certificate

The relevant documents have to be attached and ticked above.

**4. Details of Bank Guarantee:**

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

Signature and Seal of Authorized

Person

Place:

## FORM T5: SIMILAR EXPERIENCE RECORD

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

**Form T6: Financial Viability**

Name of the Bidder:

| S. no. | Financial year | Annual revenue | Net Worth |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |

This is to certify that (name of Applicant) has received more than an average annual turnover of Rs. ____Crores in the last 3 financial years.

(Signature, name and designation of the authorized signatory)

Date

Name and seal of the audit firm

Certificate from the Statutory Auditor/ Chartered accountant

*Note: Please provide the audited balance sheets.*

**Form T7: Declaration of Non-Blacklisting**

*(To be submitted on company letterhead)*

**Declaration for Bidder**

To,

Place Date

Subject: Self Declaration of not been blacklisted in response to the **"RFP for Selection of Service Provider for Supply, Installation, Testing & Commissioning of STQC Certified CCTV Surveillance System at 255 no's of MLS Points of APSCSCL across Andhra Pradesh including warranty + O&M + AMC for a period of 2 years"**

**Ref: No: APSCSCL/Storage/CC Cameras/2026**

Dear Sir,

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

(Signature of the Bidder)

Printed Name Designation Seal

Date:

Place:

Business Address:

## FORM T8: BID PROCESS CHECK LIST

| S. No | Form | Title | Submitted? |
|---|---|---|---|
| 1 | Certificate | Certificate of incorporation/ registration | Yes/No |
| 2 | Certificate | GST Registration Certificate | Yes/No |
| 3 | Proof of Payment | Earnest Money Deposit | Yes/No |
| 4 | Proof of Payment | Bid processing fee | Yes/No |
| 5 | T1 | Letter of Bid | Yes/No |
| 6 | T2 | Bid Security | Yes/No |
| 7 | T3 | Power of Attorney | Yes/No |
| 8 | T4 | Bidder's Particulars and Eligibility Criteria | Yes/No |
| 9 | T5 | Similar Experience Record | Yes/No |
| 10 | T6 | Financial Viability | Yes/No |
| 11 | T7 | Declaration for Non-blacklisting | Yes/No |
| 12 | T8 | Bid Process Checklist | Yes/No |
| 13 | T9 | Self-evaluation form - similar project experience | Yes/No |

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

Authorized signatory

## FORM T9: SELF-EVALUATION FORM - SIMILAR PROJECT EXPERIENCE

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

## FORM F1: PRICE BID FORM

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

[Location, date]

To:

Sir,

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

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

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

We remain,

Yours sincerely,

Authorised signatory:

Name and Title of Signatory:

Name of Firm:

Address

## FORM F2: COST BREAKUP

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

Name of the Bidder:

Authorized Signatory of the Bidder:

| S.No | Item Description | Total Price (Rs.) (Excl. of GST) |
|---|---|---|
| 1 | Cost towards Supply, Installation, Testing and Commissioning of STQC Certified Cameras along with full setup{Cameras and its allied setup, Internet etc.} at designated 255 no's of MLS Points of APSCSCL across Andhra Pradeshwithin the period of 03 months (90% of the total contract value) | |
| 2 | Operation & Maintenance and Annual Maintenance Cost for the period of 24 months including manpower, service material (10% of the total contract value) | |
| **Grand Total Amount (Excl. of Taxes)** | | |

*Note:*

1. *The rates to be quoted are excluding of taxes. GST shall be applicable as per prevalent rates over and above the quoted rates.*
2. *The bidder who quotes least out of all bidders will be identified as L1 and work shall be awarded to such L1 bidder with approval of the competent authority.*

*On a whole, whatsoever may be the situation, thetotal expenditure spent on the project during the contract period shouldn't exceed 130% of the total contract value i.e., total quoted L1 bid value.*

# VOLUME IV: GENERAL CONDITIONS OF CONTRACT

**CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT is made

The day of ,202 .

BETWEEN

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

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

WHEREAS

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

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

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

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

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

(a) This Contract Agreement and the Appendices attached to the Contract Agreement

(b) Special Conditions of Contract

(c) General Conditions of Contract

(d) [Add here: any other documents]

1.2 Order of Precedence

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

1.1 (Contract Documents).

1.3 Definitions (Reference GCC Clause 1)

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

Article 2. Contract Price and Payment Terms

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

Article 3. Effective Date

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

a) This Contract Agreement has been duly executed for and on behalf of the Client and the Service Provider;

b) The Service Provider has submitted to the Client the performance security;

c) Specify here: any other conditions, for example, opening/confirmation of letter of credit.

Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

1.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Service Provider, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time and/or other relevant conditions of the Contract.

Article 4. Appendixes

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

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

**APPENDIXES**

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

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

Appendix 3. Key Personnel

Appendix 4. Working Hours and SLA

Appendix 5. Forms (performance security form)

Appendix 6. Deliverable linked Payment schedule

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

Signed:

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

Signed:

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

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

**GENERAL PROVISIONS AND INTERPRETATION**

**1.1** Definitions

**1.1.1** General

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

(i) “Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract SCC, as they may be issued and in force from time to time.

(ii) “Client" means the implementing agency that signs the Contract for the Services with the Selected Service Provider.

(iii) “Service Provider" means a legally-established professional consulting company or entity selected by the Client to provide the Services under the signed Contract.

(iv) “Contract" means the legally binding written agreement signed between the Client and the Service Provider and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(v) "Contract Price" means the price payable to the Service Provider as specified in the Contract agreement, Subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract.

(vi) "Contract Documents" means the documents listed in the contract agreement,

including any amendments thereto.

(vii) “OEM” means Original Equipment Manufacturer

(viii) “O&M” means Operations and Maintenance

(ix) “AMC” means Annual Maintenance Contract

(x) “Day" means a working day unless indicated otherwise

(xi) “GoAP” means Government of Andhra Pradesh

(xii) “VC & MD” means Vice Chairman & Managing Director

(xiii) “APSCSCL” means Andhra Pradesh State Civil Supplies Corporation Limited

(xiv) “MLS Points” means Mandal Level Stock Points

(xv) “CCTV” means Closed-Circuit Television

(xvi) “STQC” means Standardisation Testing and Quality Certification

(xvii) “Public IP” means Public Internet Protocol

(xviii) “NVR” means Network Video Recorder

(xix) “SLA” means Service Level Agreement

(xx) “Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 3.1.1

(xxi) “Experts" means, collectively, Key Experts or any other personnel of the Service Provider

(xxii) “Foreign Currency" means any currency other than the currency of the Client's country.

(xxiii) “GCC" means these General Conditions of Contract.

(xxiv) “Government" means the Government of the Andhra Pradesh or Government of India.

(xxv) “Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Service Provider's proposal.

(xxvi) “Local Currency" means the currency of the Client's country.

(xxvii) “Party" means the Client or the Service Provider, as the case may be, and “Parties" means both of them.

(xxviii) “SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(xxix) “Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix 1 hereto.

(xxx) “Third Party" means any person or entity other than the Government, the Trust, the Service Providers or a Subservice provider.

(xxxi) "Owner's Engineers" mean the client's engineer or a representative of the client who is an independent third-party of the client to ensure the designing, execution and supervision aspects of works assigned

(xxxii) All Standard Operating Procedures (SOPs) issued by APSCSCL from time to time will be binding on all Service Providers / Service providers for observing compliance

**1.1.3** Scope

(i) “Confidential Information" means all information (whether in written, oral, electronic or other format) that have been identified or marked confidential at the time of disclosure including Project Data which relates to the technical, financial and business affairs, customers, Service Providers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to this Agreement or to the Project Agreement in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement or to the Project Agreement).

(ii) “Deliverables" means the products, infrastructure and services specifically developed for “APSCSCL" and agreed to be delivered by the Service Provider in pursuance of the agreement and include all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines, and all their modifications.

(iii) “Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Service Provider is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Service Provider's Equipment.

(iv) “Proprietary Information" means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flow charts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement, Project Agreement or a Project Engagement Definition.

(v) “Services" means all technical, logistical, management, and any other Services to be provided by the Service Provider under the Contract. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, study, documentation, transportation, insurance, testing, validation, expediting, site preparation, installation, integration, training, data migration, maintenance, operations and technical support.

(vi) “Service Level" means the level and quality of service and other performance criteria which will apply to the Services as set out in any Project Agreement.

(vii) “The Project Plan" means the document to be developed by the Service Provider and approved by the Client, pursuant to GCC 6.1, based on the requirements of the Contract and the Preliminary Project Plan included in the Service Provider's bid. The “Agreed and Finalized Project Plan" is the version of the Project Plan approved by the Client, in accordance with GCC 6.1 Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

(viii) “Software" is a collection of computer programs and related data that provide the instructions for telling a computer what to do and how to do it.

(ix) “Materials" means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Client under the Contract.

(x) “Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sub license, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

(xi) “Service Provider's Equipment" means all equipment, tools, apparatus, or things of every kind required in or for the services that is to be provided by the Service Provider.

**1.1.4** Activities

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

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

**1.1.5** Place and Time

(i) “Day" means calendar day of the English Calendar.

(ii) “Week" means seven (7) consecutive Days, beginning Monday.

(iii) “Month" means calendar month of the English Calendar.

(iv) Title means twelve (12) consecutive Months.

(v) “Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 3.1.1.

(vi) “Contract Period" is the time period during which this Contract governs the relations

and obligations of the Client and Service Provider in relation to the Work, as specified in the SCC.

(vii) "The Coverage Period" means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

## 1.2 *Interpretation*

**1.2.1** Contract Documents

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

**1.2.2** Governing Law

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

**1.2.3** Governing Language

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

**1.2.4** Relation between the parties

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

**1.2.5** Singular and Plural

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

**1.2.6** Headings

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

**1.2.7** Entire agreement

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

**1.2.8** Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is

dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

**1.2.9** Independent Service Provider

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

**1.2.10** Location

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

**1.2.11** Non waiver

(a) Subject to GCC 1.2.12 (b) of this Clause below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

**1.2.12** Severability

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

**1.2.13** Fairness and Good Faith

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

(b) Operation of the Contract

The parties recognize that it is impractical in this contract to provide for every contingency

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

**1.3** *Representatives*

(a) Authorized Representatives

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

(b) Trust of Member in charge

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

1.3.1: Service Provider's Representative

(a) If the Service Provider's Representative is not named in the Contract, then within fourteen [14] days from the Effective Date, the Service Provider shall appoint the Service Provider's Representative and shall request the Client in writing to approve the person so appointed. The request must be accompanied by detailed curriculum vitae for the nominee, as well as a description of any other responsibilities the nominee would retain while performing the duties of the Service Provider's Representative. If the Client does not object to the appointment within fourteen [14]* days, the Service Provider's Representative shall be deemed to have been approved. If the Client objects to the appointment within fourteen [14] days giving the reason therefore, then the Service Provider shall appoint a replacement within fourteen [14] days of such objection in accordance with the Sub-Clause 1.3.2(a) of this Clause GCC.

(b) Subject to the extensions and/or limitations specified in the SCC (if any), the Service Provider's Representative shall have the authority to represent the Service Provider on all day-to-day matters relating to the Contract, and shall normally be the person giving or receiving notices on behalf of the Service Provider pursuant to “Notices" 1.4 Clause GCC.

(c) The Service Provider shall not revoke the appointment of the Service Provider's Representative without the Client's prior written consent, which shall not be unreasonably withheld. If the Client consents to such an action, the Service Provider shall appoint another person of equal or superior qualifications as the Service Provider's Representative, pursuant to the procedure set out in 1.3.2(a) of this Clause GCC.

(d) The Service Provider's Representative and staff are obliged to work closely with the Client's Project Manager and staff, act within their own authority, and abide by directives issued by the Client that are consistent with the terms of the Contract. The Service Provider's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

(e) Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with Sub-Clause 1.3.2(e)) of this Clause GCC shall be deemed to be an act or exercise by the Service Provider's Representative.

1.3.2 Objections and Removals

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

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

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

Replacement

Except as the Client may otherwise agree,

(i) The Service Provider shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

(ii) The remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

## 1.4 *NOTICES*

**1.4.1**

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

(a) Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2*) days after dispatch by notice sent by registered post or special courier, except as otherwise specified in the Contract.

(b) Any notice sent by registered post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10*) days after dispatch. In

proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by mail or special courier.

(c) Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

(d) Either party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

**1.4.2**

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

**1.4.3**

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

## 1.5 *DISPUTE SETTLEMENT*

**1.5.1** Dispute and Mutual Consultation

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

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

**1.5.2** Appellate Authority

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

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

**1.5.3** Arbitration

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

**1.6** *Copyright, Confidential Information, and Ownership*

**1.6.1** Copyright

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

**1.6.2** Confidential Information

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

**1.6.3**

For the purposes of sub-clause 1.6.2 of this clause GCC, the Service Provider is also deemed to be the Receiving Party of Confidential Information generated by the Service Provider itself in the course of the performance of its obligations under the Contract and relating to the businesses, services, finances, Service Providers, employees, or other contacts of the Client or the Client's use of the deliverables.

**1.6.4**

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

**1.6.5**

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

**1.6.6**

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

(a) Now or hereafter enters the public domain through no fault of the Receiving Party;

(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;

(c) Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

**1.6.7**

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

**1.6.8**

The provisions of this GCC Clause shall survive the termination, for whatever reason, of the Contract for three [3] years or such longer period as may be specified in the SCC.

**1.6.9**

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

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

All plans, drawings, specifications, designs, reports, algorithms, source code of integrated dashboard, any similar thing prepared utilizing the Client's domain knowledge, and other documents and tools prepared by the Service Provider for the Client under this contract shall become and remain the property of the Client, and the Service Provider shall, not later than upon termination or expiration of this contract, deliver all such documents to the

Client together with a detailed inventory thereof. The Service Provider may retain a copy of such documents, tools and dashboard, if any. Restriction about the future use of these documents and dashboard, if any, shall be specified in the SCC.

## 2 GUARANTEES, LIABILITIES, INDEMNITIES, INSURANCE AND RISKS

### 2.1 *Time Guarantee and Vacancy Clauses*

**2.1.1** Guarantee

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

**2.1.2** Triggering of Time Guarantee

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

**2.1.3** Vacancy Clauses and Trigger

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

### 2.2 *Service Conformity Guarantee and Performance Security Trigger*

**2.2.1**

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

**2.2.2**

If, for reasons attributable to the Service Provider, the work does not conform to the Requirements or does not conform to all other aspects of the Contract, the Service Providershall at its cost and expense make such changes, modifications, and/or additions as may be necessary to conform to the Requirements and meet all standards. The Service Provider shall notify the Client upon completion of the necessary changes, modifications, and/or additions and shall request the Client to re-check.

**2.2.3**

If the work fails to conform to the Requirements, the Client may consider termination of the Contract, pursuant to GCC Clause 4.3, and forfeiture of the Service Provider's Performance

Security in accordance with GCC Clause 4.3 in compensation for the extra costs and delays likely to result from this failure.

**2.3** *IPR Warranty and Indemnity*

**2.3.1** IPR Warranty

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

**2.3.2** IPR Indemnity

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

**2.3.3**

Such indemnities shall not apply if any claim of infringement

(a) Is asserted by a parent, subsidiary, or affiliate of the Client's organization;

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

**2.3.4**

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

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

**2.3.5**

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

Such indemnity shall not cover

(a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

(b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Client or any other person contracted by the Client, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

Such indemnities shall also not apply

(a) If any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Service Provider's organization;

(b) To the extent that any claim of infringement is caused by the alteration, by the Service Provider, or any persons contracted by the Service Provider, of the design, data, drawing, specification, or other documents or materials provided to the Service Provider by the Client or any persons contracted by the Client.

**2.3.6**

If any proceedings are brought or any claim is made against the Service Provider arising out of the matters referred to in Sub-clause 2.3.2 of this clause GCC, the Service Provider shall promptly give the Client notice of such proceedings or claims, and the Client may at its own expense and in the Service Provider's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Client fails to notify the Service Provider within twenty-eight [28*] days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Service Provider shall be free to conduct the same on its own behalf. Unless the Client has so failed to notify the Service Provider within the twenty-eight [28*] days, the Service Provider shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Service Provider shall, at the Client's request, afford all available assistance to the Client in

conducting such proceedings or claim and shall be reimbursed by the Client for all reasonable expenses incurred in so doing, **unless otherwise specified in the SCC.**

### 2.4 *LIMITATION OF LIABILITY*

**2.4.1**

(a) Subject to additional provisions, if any, set forth in the SCC, the Service Provider's liability under this Contract shall be as determined under the Applicable Law.

(b) The Service Provider shall not be liable to the Client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, or loss of “interest" costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Client; and the Service Provider shall replace all the equipment which is intentionally / accidentally damaged during the course of supply of services.

(c) The aggregate liability of the Service Provider to the client, whether under the Contract, in tort or otherwise, shall not exceed the total contract price, agreed by both parties; provided that this limitation shall not apply to any obligation of the Service Provider to indemnify the client with respect to intellectual property rights infringement.

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

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

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

## 2.5 *INDEMNITY*

**2.5.1**

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

**2.5.2**

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

**2.5.3**

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

**2.5.4**

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

**2.5.5**

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

**2.5.6**

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

**2.5.7**

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

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

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

(ii) The combination, operation, or use of some or all of the deliverables or any modification thereof furnished under this Agreement with information, software, specifications, instructions, data, or materials not furnished by the accused-party;

(iii) Some or all of the deliverables or the modification thereof, which is based on other party’s materials or instructions;

(iv) Any change, not made by the accused -party to some or all of the deliverables or any modification thereof; or

(v) Other party’s misuse of some or all of the deliverables or any modification thereof.

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

(i) Prompt written notice of any claim, demand or action for which such party is seeking or may seek indemnification hereunder and gives the indemnifying party the right to have sole control over the defense and settlement negotiations;

(ii) Does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim;

(iii) Reasonably cooperate with the indemnifying party in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and

(iv) Allow the other party, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing. The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the indemnified party.

## 2.6 *FORCE MAJEURE*

2.6.1

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

Force Majeure shall not include

(i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, or agents or employees, or

any event which a diligent Party could reasonably have been expected to both consider at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

ii) No Breach of Contract

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

**2.6.2** Measures to be Taken

A Party affected by an event of Force Majeure shall continue to perform its obligations

under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

(a) Demobilize, in which case the Service Provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) Continue with the Services to the extent reasonably possible, in which case the Service Provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

**2.6.3**

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

**2.6.4**

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

(a) constitute a default or breach of the Contract;

(b) (Subject to GCC Clauses Clause 3.1.3, and Clause 3.1.4 give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance, if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

**2.6.5**

If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty [60*] days or an aggregate period of more than one hundred and twenty [120*] days on account of one or more events of Force Majeure during the time covered by the Contract, the parties will attempt to develop a mutually satisfactory solution,

failing which, either party may terminate the Contract by giving a notice to the other, **unless otherwise specified in the SCC.**

**2.6.6**

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

**2.6.7**

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

## 3 TERM, TERMINATION AND MODIFICATION OF CONTRACT

**3.1** *Term*

**3.1.1** Effectiveness of contract

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

**3.1.2** Commencement of Services

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

**3.1.3**

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

**3.1.4**

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

**3.1.5** Extension of time

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

(a) Any occurrence of Force Majeure as provided in GCC Clause “**Force Majeure**" 2.7;

(b) Default of the Client; or

(c) Any other matter specifically mentioned in the Contract;

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

**3.1.6**

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

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

**3.1.7**

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

**3.2** ***Termination***

**3.2.1** Expiration of contract

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

**3.2.2** Termination by the Client

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

**unless otherwise specified in the SCC.**

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

(b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC Clause 1.5;

(d) If, as the result of Force Majeure, the Service Provider is unable to perform a material

portion of the Services for a period of not less than sixty [60*] calendar days; unless otherwise specified in the SCC

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Service Provider fails to confirm availability of Key Experts as required in Clause GCC Clause 3.1.

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

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

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

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

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

(v) “obstructive practice" is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation by the Trust into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb)acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under Sub- Clause “Service Provider's Responsibilities" GCC.

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

**3.2.3** Termination by the Service Provider

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

(a) If the Client fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 1.5 within forty-five [45*] calendar

days after receiving written notice from the Service Provider that such payment is overdue. unless otherwise specified in the SCC.

(b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty [60*] calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five [45*] days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider's notice specifying such breach.

**3.2.4** Termination of contract for failure to become effective

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

**3.2.5** Cessation of rights and obligations

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

(i) such rights and obligations as may have accrued on the date of termination or expiration,

(ii) the obligation of confidentiality set forth in Clause GCC 1.6,

(iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 5.1, and Clause 5.1.3 any right which a Party may have under the Applicable Law.

**3.2.6** Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 3.2.2 or GCC 3.2.3, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC **Clause 5.1.7.**

**3.2.7** Payment upon Termination

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

(a) Remuneration for Services satisfactorily performed prior to the effective date of

termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant;

(b) In the case of termination pursuant to paragraphs (d) and (e) of GCC Clause 3.2.2, reimbursement of any reasonable cost incidental to the prompt and or early termination of this Contract, including the cost of the return travel of the Experts.

**3.2.8** Disputes about Events of termination

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

**3.3** *Modification*

**3.3.1** Permitted Modifications

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

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

**3.3.2** Introducing a Change

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

**3.3.3**

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

**3.3.4**

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

**3.3.5** Assignment

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

## 4 PAYMENT

**4.1** ***PRICE***

4.1.1

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

4.1.2

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

4.1.3

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

**4.2** ***Payment Terms***

**4.2.1**

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

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

**4.2.2**

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

**4.2.3**

Payments shall be made promptly by the Client, but in no case later than sixty [60*] days after submission of a valid invoice by the Service Provider.

**4.2.4** Mode of Billing and payments

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

(a) **Advance payment**. NIL

(b) **The Itemized Invoices**. As soon as practicable and not later than fifteen [15*] days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Service Provider shall submit to

the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 4.1 and GCC 4.2 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

(c) The Client shall pay the Service Provider's invoices within sixty [60*] days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Service Provider, the Client may add or subtract the difference from any subsequent payments. unless otherwise specified in the SCC.

(d) **The Final Payment.** The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Service Provider and approved as satisfactory by the Client. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Service Provider to the Client within thirty (30) days after receipt by the Service Provider of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Service Provider specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Service Provider of any obligations hereunder.

**4.2.5** Suspension

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

(i) Shall specify the nature of the failure, and

(ii) Shall request the Service Provider to remedy such failure within a period not exceeding thirty(30) calendar days after receipt by the Service Provider of such notice of suspension.

**4.3** ***SECURITIES***

**4.3.1** Issuance of Securities

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

**4.3.2** Performance Security

(a) The Service Provider shall, within five [15] days of the notification of Contract award, provide a security for the due performance of the Contract in the amount and currency specified in the SCC.

(b) The security shall be a bank guarantee/ Insurance Surety Bond in the form provided in the Appendix-5, or it shall be in another form acceptable to the Client.

(c) The security shall automatically become null and void once all the obligations of the Service Provider under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Service Provider no later than twenty-eight (28) days after its expiration.

(d) Upon Acceptance of the entire work, the security shall be reduced to the amount specified in the SCC, on the date of such Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Service Provider.

**4.4 Taxes and Duties**

4.4.1

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

4.4.2

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

4.4.3

For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date thirty (30) days prior to the date of proposal submission (also called “Tax" in this GCC sub-Clause). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Service Provider, its Subservice providers, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

# 5 RESPONSIBILITIES

## 5.1 *Service Provider's Responsibilities*

### 5.1.1 Standard of Performance

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

The service provider can perform the subject work through sub-contracting or sub-letting of the work to any other agency with intimation to APSCSCL.

### 5.1.2

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

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

### 5.1.3 Service Provider to affiliate not to engage in certain activities

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

### 5.1.4 Prohibition of conflicting activities

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

### 5.1.5 Accounting, Inspection and Auditing

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

The Service Provider shall permit the authorities and/or persons appointed by the authorities to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the authorities if requested by the authorities. The Service Provider's attention is drawn to GCC Clause 2.4 which provides, inter alia, that acts intended to materially impede the exercise of the authority's inspection

and audit rights provided for under this GCC Clause 5.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the authority's prevailing sanctions procedures.)

**5.1.6** Maintaining of records and reports

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

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

**5.1.7** Equipment and materials furnished by the Client

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

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

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

**5.1.8**

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

**5.2** ***Client's Responsibilities***

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

**5.2.1**

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

**5.2.2**

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

**5.2.3**

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

**5.2.4**

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

**5.2.5**

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

**5.2.6**

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

**5.2.7** Access to facilities

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

# 6 SUBJECT OF CONTRACT

## 6.1 *Project Plan*

6.1.1

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

6.1.2

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

6.1.3

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

6.1.4

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

## 6.2 *Documents Approval*

**6.2.1** Instructions and Specifications

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

**6.2.2** Codes and Standards

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

**6.2.3** Approval/Review of Documents by the Project Manager

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

(b) Within fourteen [14*] days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with Sub-clause 6.2.3(a) of this clause GCC, the Project Manager shall either return one copy of the document to the Service Provider with its approval endorsed on the document or shall notify the Service Provider in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes.

(c) The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

(d) If the Project Manager disapproves the document, the Service Provider shall modify the document and resubmit it for the Project Manager's approval in accordance with Sub-clause 6.2.3(b) of this clause GCC. If the Project Manager approves the document subject to modification(s), the Service Provider shall make the required modification(s), subject to Sub-clause 6.2.3(e) of this clause GCC. The procedure set out in Sub-clause 6.2.3(a) through Sub-clause 6.2.3(d) of this clause GCC shall be repeated, as appropriate, until the Project Manager approves such documents.

(e) If any dispute occurs between the Client and the Service Provider in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Service Provider shall proceed with the Contract in accordance with the Project Manager's instructions, provided that after the dispute resolution, the Term of contract shall be extended accordingly.

(f) The Project Manager's approval, with or without modification of the document furnished by the Service Provider, shall not relieve the Service Provider of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Service Provider by or on behalf of the Client.

(g) The Service Provider shall not depart from any approved document unless the Service Provider has first submitted to the Project Manager an amended document and obtained the Project Manager's approval of the document, pursuant to the provisions of this Clause 6.2.3 of this clause GCC.

**6.2.4** Inspection

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

**6.2.5**

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

### 6.3 *Personnel*

**6.3.1** Description of personnel

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

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

(i) That such adjustments shall not alter the original time-input estimates for any individual by more than 10 percentage or one week, whichever is larger; and

(ii) That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth.

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

**6.3.2** Replacement of personnel

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

**6.3.3** Approval of personnel

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

**6.3.4** Removal and / or Replacement of personnel

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

(b) If Client

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

(ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Service Provider shall, at the Client's written request specifying the gourds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Client.

(c) Any of the personnel provided as a replacement under sub-clauses (a) and (b) above, the rate of remuneration applicable to such person, shall be subject to the prior written approval by the Client except as the Client may otherwise agree.

(d) Except as the Client may otherwise agree,

(i) the Service Provider shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

(ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**6.3.5** Working days, holidays etc.

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

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

## 7 SPECIAL CONDITIONS OF CONTRACT

Through this bid, APSCSCL shall select / finalize the technical specifications and prices of the CCTV and allied equipment / accessories along with the capable bidder to supply and install the subject equipment as follows:

- **For MLS points**
  APSCSCL shall issue work order and enter into an agreement to supply, install and integrate the system and make necessary payments as per the agreement.
- **For Buffer Go-Downs & Rice Mills**
  Based on the technical specifications and prices of the CCTV and allied equipment / accessories along with the capable bidder finalized for MLS Points, APSCSCL shall communicate the details of technical specifications and prices of the CCTV and allied equipment / accessories / connectivity charges etc. along with the selected bidder details to the respective authorities so that they are enabled / empowered with ease of STQC certified CCTV installation at their premises if not done already (or) if not done as per the standards defined by APSCSCL. In such a case, the respective head / authority of the go-down(s) / rice mill(s) can directly place work order to the selected bidder during the contract period based

on the technical specifications and prices of the CCTV and allied equipment / accessories / connectivity charges etc. as communicated by APSCSCL and payment for such cases shall be made directly by that head / authority to the selected bidder. The bidder selected through this bid is bound to honour the work order placed by any go-down(s) / rice mill(s) and to complete the work in all aspects with same technical and quality norms as specified in this bid.

Cases where the respective head / authority of the go-down(s) / rice mill(s) can directly place work order based on the technical specifications and prices of the CCTV and allied equipment / accessories along with the capable bidder finalized for MLS Pointsis as follows:

- CCTV setup not present / installed in any of the go-down / rice mill
- CCTV footage not present / visible in any of the go-down / rice mill as per the below guidelines:

**Buffer Godown:**

| S.No. | Location | No of Cameras |
|---|---|---|
| 1 | Main Entrance Gate | 1No |
| 2 | Exit Gate | 1 No |
| 3 | QC Room | 1 No |
| 4 | Weighbridge (both Sides) | 2 No |
| 5 | Each 5000 Capacity (16 67 X 3) | 6 No |
| 6 | Godown Platform Area | 3 No |

**Rice Mill:**

| S.No. | Location | No of Cameras |
|---|---|---|
| 1 | Main Entrance Gate | 1No |
| 2 | Exit Gate | 1 No |
| 3 | Loading Point | 1 No |
| 4 | Unloading Point | 1 No |
| 5 | Paddy Storage Area | 2 No |
| 6 | Rice Storage Area | 2 No |
| 7 | Moisture Checking Point | 1 No |
| 8 | Weighing Point | 1 No |

## 7.1 GENERAL PROVISIONS AND INTERPRETATION

### 7.1.1 Definitions

7.1.1 (i)General

1. Applicable Law means the laws prevalent in republic of India shall govern this Contract.

2. The Client is: The VC & MD, APSCSCL

3. The Project Manager is: Manager (IT), APSCSCL.

4. The Service Provider's Representative is:

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

Title: [if appropriate, insert: title]

7.1.1 (ii) The Contract shall be for a period of 27 months.

### 7.1.2 Representatives

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

### 7.1.3 Notices

**Address of the Project Manager:**

Manager – IT, APSCSCL

Vijayawada, Andhra Pradesh - India.

**Fall-back address of the Client:**

O/o VC & MD--APSCSCL

Vijayawada, Andhra Pradesh - India.

**Address of the Service Provider's Representative:**

1) Fall-back address of the Service Provider

2) as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI protocol

## 7.2 DISPUTE SETTLEMENT

### 7.2.1 Conciliation

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

Disputes shall be settled in accordance with the following provisions:

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

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

### 7.2.2 Arbitration

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

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

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

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

### 7.2.3 Miscellaneous

In any arbitration proceeding hereunder:

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

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

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

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

## 7.3 COPYRIGHT, CONFIDENTIAL INFORMATION, AND OWNERSHIP

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

## 7.4 GUARANTEES, LIABILTIES, INDEMNITES, INSURANCE AND RISKS

### 7.4.1 Triggering of Liquidated Damages

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

### 7.4.2 Limitation of Liabilities

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

## 7.5 TERMINATION AND MODIFICATION OF CONTRACT

### 7.5.1 Term

**1. Effectiveness conditions -**

a. All the resources under the contract shall be deployed as per the Contract Conditions.

b. Commencement of Services the Service Provider shall commence work within 15 days from the Effective Date.

### 7.5.2 Termination

a. Expiration of Contract The contract shall terminate at the end of 27 months from the Effective Date and can be extended purely for the "Annual Maintenance contract" for such periods as may be deemed necessary by the Authority at such fees that may be negotiated.

## 7.6 PAYMENT

### 7.6.1 Price

1. **Contract price** shall not exceed 130% of the agreement value in case of additional services being entrusted to the Service Provider during the course of the contract. Additional service shall be paid at the same rates specified in the Price Schedule at Appendix 6.
2. **Currency Ceiling** – Currency shall be paid in INR (Indian Rupees) only. In case of conversion of

the foreign currently, the ceiling shall be taken as the value of dollar up to 4th decimal as on 15th day prior to last date of bid submission

### 7.6.2 Payment Terms

1. Subject to the provisions of GCC Clause (Terms of Payment), the Client shall pay the Contract Price to the Service Provider according to the manner specified below.
   A. All payments are linked to the successful completion of deliverables certified by the client. The payment schedule applicable is provided in Appendix 8.
   B. All penalties arising as a result of terms mentioned in the SLA will be deducted before payment.
   C. All payments are subject to deduction of TDS as per applicable rules.
   D. Subsequent to the exercise of any variation, if there is an excess / shortcoming in the amount paid, such adjustments would be made in the subsequent bill.

### 7.6.3 Mode of Billing and Payments:

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

### 7.6.4 Securities

A. **Advance Payment Security:** Not Applicable.

B. **Performance Security**: Performance Security equivalent to 7.5% of the Contract price shall be furnished from any scheduled commercial bank in India as, in the form of a Bank Guarantee/ Insurance Surety Bond substantially in the form specified in Appendix 5 of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Service Provider. Performance Security shall be released upon the completion of the contract period.

***(Refer - Appendix 5 of Volume-II)***

## 7.7 SPECIAL CONDITIONS OR RESPONSIBILITIES

### 7.7.1 Service Provider's responsibilities

(1) Limitation of Obligations: None

(2) Accounting, Inspecting and Auditing Specific bases: None

### 7.7.2 Details of Access to Facilities

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

### 7.7.3 Details of Counter Personnel:

Not applicable.

## 7.8 SUBJECT OF CONTRACT

### 7.8.1 Project Plan

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

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

### 7.8.2 Documents Approval

**1. Codes and Standards**

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

**2. Review of Technical Documents by the Project Manager**

**The list of documents shall be**: [Insert: relevant codes if any]

a. Project Plan.

b. Staff deployment and roaster of staff.

c. Document containing personnel replacements.

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

## APPENDIX 1

## DESCRIPTION OF THE SERVICES

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

## APPENDIX 2

## PROJECT PLAN

## (WITH DELIVERABLES AND DELIVERY SCHEDULE)

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

## APPENDIX 3

## KEY PERSONNEL

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

| S. No. | Name of the Candidate | Title of the Position | Place of deployment | Total Experience (relevant to this project) | Date of Birth | Present Employer | Contact Phone Number | Contact e-Mail Id |
|---|---|---|---|---|---|---|---|---|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |
| 11 | | | | | | | | |
| 12 | | | | | | | | |
| 13 | | | | | | | | |
| 14 | | | | | | | | |
| 15 | | | | | | | | |

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

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

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

## APPENDIX 4

## SERVICE LEVEL REQUIREMENTS/ AGREEMENT & PENALTIES

**Service Level Agreement (SLA):**

The successful bidder shall ensure uninterrupted operation, maintenance, and technical support for the STQC Certified CCTV Cameras throughout the contract period. The minimum Service Levels shall be as follows:

| Service | SLA |
|---|---|
| Critical Incident Resolution | Within 12 Hours |
| Major Incident Resolution | Within 24 Hours |
| System Availability | Minimum 99% |
| Help Desk Availability | 9:00 AM to 6:00 PM on all working days, with emergency support for critical issues |

**Penalties:**

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

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

| | |
|---|---|
| Delayupto3days | 0.5%penaltyonthevalueofdelayed Quantity |
| Delayfromto4-7days | 1%penaltyonthevalueofdelayed Quantity |
| Delayfrom8-10days | 1.50%penaltyonthevalueofdelayed Quantity. |
| Delaymorethan10 days | Contract termination, forfeiture of the Security Deposit, and blacklisting for 2 years. |

b) SLA Non-Compliance

| SLA Parameter | Penalty |
|---|---|
| System Availability below 99% | 0.25% of the Monthly Service Charges for every 0.5% reduction in uptime, subject to a maximum of 10% per month. |
| Delay in Critical Incident Resolution | ₹5,000 per incident per day of delay |
| Delay in Major Incident Resolution | ₹2,500 per incident per day of delay |
| Failure to Replace RFID Scanner within SLA | ₹2,000 per scanner per day |
| Failure to Replace Defective RFID Tags within SLA | ₹1,000 per day |
| Failure to Deploy Required Technical Manpower | ₹5,000 per resource per day |
| Failure to Submit Mandatory Reports | ₹2,000 per report per day |

c) However, in exceptional cases, if the successful bidder can clearly prove that the delay was due to uncontrollable circumstances, APSCSCL may grant an extension at his sole discretion.

d) If the successful bidder fails to deliver supply and service within the stipulated time, APSCSCL reserves the right to:

i) Cancel the remaining order for the unsupplied quantity,

ii) Procure the balance quantity from alternate suppliers or through a tender.

iii) Recover any financial loss from the defaulting successful bidder, if the alternate procurement cost is lower, and the benefit will not be passed on to the defaulting bidder.

e) It is to be noted that if the overall penalty applicable for any month during the term of the contract exceeds 25% or if the overall penalty applicable for any quarter during the term of the contract is above 15%; then APSCSCL shall have the right to terminate the contract or impose a change in Key Personnel deployed on the project.

f) Persistent complaints from the user department during the warranty/service period relating to the improper service will be sufficient ground for the APSCSCL to blacklist the successful bidder from participating in the future tenders.

## APPENDIX 5

## PERFORMANCE SECURITY FORM

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

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

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

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

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

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

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

Date: [insert: date]

1. The Client shall insert the amount(s) specified and denominated in the SCC for GCC Clauses 4.1.1.

**2.** In this sample form, the formulation of this paragraph reflects the usual SCC provisions for GCC Clause 4.1.1. However, if the SCC for GCC Clauses 4.1.1 from the usual provisions, the paragraph, and possibly the previous paragraph, need to be adjusted to precisely reflect the provisions specified in the SCC.

## APPENDIX 6

## Deliverable linked Payment Schedule

**Payment Milestones**

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

| Milestone | Deliverables | Timeline | Payment Terms |
|---|---|---|---|
| Milestone 1 | Supply of Hardware Material at centralized location and inspection, certification of the same by APSCSCL | T+2 months | **70% of the Project Value** |
| Milestone 2 | Installation, Testing and Commissioning of STQC Certified Cameras along with full setup, establishing internet connectivity & Go-Live of the entire CCTV Setup | T+3months | **20% of the Project Value** |
| Milestone 3 | Operation & Maintenance and Annual Maintenance for the period of 24 months including manpower, service material from the date of Go-Live of the project | Go-Live Date +24 Months | **10% of Project Value split among 08 equated instalments payable on post-quarterly basis** |

**Note: T = Date of entering into the contract agreement**

**Payment Conditions**

1. The timelines shall be reckoned from the date of entering into agreement.
2. Payments shall be released only after certification by APSCSCL that the respective milestone has been successfully completed.
3. APSCSCL may withhold payment for incomplete, defective, or non-compliant deliverables until the deficiencies are rectified to its satisfaction.
4. All payments shall be subject to applicable statutory deductions, including TDS and other taxes, as per Government rules.
5. The final quarterly payment shall be released only after submission and acceptance of the Project Closure Report, successful handover of all project assets, documentationand other deliverables specified in the Contract.

***Note:*** *Upon completion of the 2-year O&M and AMC period, the same O&M and AMC contract may be extended for an additional period of 1 more year, subject to satisfactory performance and mutual consent of both parties.*

*Notwithstanding anything contained elsewhere in the contract, APSCSCL reserves the right to cancel the contract any time, without assigning any reason whatsoever, by giving a notice of 3 months. In such event of cancellation, the cost incurred by the successful bidder / project awardee till that date shall be paid by the authority.*

Sd/-

VC & Managing Director

//t.c.f.b.o//

#ApprovedByName#

Manager(Storage)

Digitally signed by
SIRISHA GUMMALA
Date: 25-11-2026
11:59:50