

Open Competitive Bid (OCB)

For

**Design, Development, Implementation and Maintenance of Applications for
Election Activities including of End to end monitoring of the Pre-election,
Election Day and Post-election activities**

Dec, 2018

Proprietary & Confidential

**Chief Electoral Officer, Andhra Pradesh
Room No.192, Ground Floor, Building No.5
Andhra Pradesh Secretariat
Velagapudi, Amaravati, 522238
Phone: +91-863-2445360
Fax: +91-863-2445158
E-Mail:-ceo_andhrapradesh@eci.gov.in**

Proprietary & Confidential

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News paper advertisement

Chief Electoral Officer, Andhra Pradesh (CEO, AP)

Tender Call Notice for Design, Development, Implementation and Maintenance of Applications for Election Activities including of End to end monitoring of the Pre-election, Election Day and Post-election activities

Time schedule of various tender related events:

Bid calling date	21-12-2018
Date of Sale of RFP document	21-12-2018 from CEO, AP
Date, Time & venue for Pre-bid conference	27-12-2018 at 11:00 AM. O/o CEO, AP, Vth Block, Velagapudi,
Last date/time for submission of written queries for clarification	28-12-2018 at 05.00 PM.
Release of Response to clarifications on http://www.ceoandhra.nic.in	30-12-2018
Bid Closing date and time	04.01.2019 at 03.00 PM
Pre-qualification bid opening date	04.01.2019 at 03.30 PM
Technical Bid Opening	Will be communicated
Technical Proposal Presentations	Will be communicated
Commercial bid opening date and time	Will be informed to technically qualified bidders
Bid Document Price	Rs.25,000/-
CEO AP contact person	Sri A.Venkateswara Rao, Asst.Chief Electoral Officer (Mobile No.7093261414)
Email	venkat.pstw@ap.gov.in
Reference No.	F.No.2806/Elecs.D/2018

For further details regarding detailed Tender Notification, specifications and digital certificate please visit <http://www.ceoandhra.nic.in> and <https://tender.apecurement.gov.in>.

**Chief Electoral Officer,
Andhra Pradesh.**

Notice Inviting Tender (NIT)

Name of work –Design, Development, Implementation and Maintenance of Applications for Election Activities including of End to end monitoring of the Pre-election, Election Day and Post-election activities.

Chief Electoral Officer, Andhra Pradesh (“CEO, AP”), Government of Andhra Pradesh, invites eligible and competent bidders to submit their pre-qualification, technical and financial proposal for the Project, in accordance with conditions and manner prescribed in this RFP and other Bidding Documents issued by the GoAP, which is available on its website (<http://www.ceoandhra.nic.in>) and also on the GoAP e-procurement website (<https://tender.apecurement.gov.in>).

The bidders, participating for the first time in the e-procurement portal on the GoAP eProcurement Portal, will have to complete the online registration process. Details of the pre-requirements for such registration are available on the abovementioned procurement website. FAQs are available at (http://www.apecurement.gov.in/faqs_contractors.asp).

CEO, AP reserves the right to reject any or all proposals without assigning any reason.

**Sd/-
Chief Electoral Officer,
Andhra Pradesh.**

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidders (as defined hereinafter), whether verbally or in documentary or any other form by or on behalf of the CEO, AP (as defined hereinafter) or any of its employees or advisors, is provided to Bidders (as defined hereinafter) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by CEO, AP to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing and submitting their Proposals (as defined hereinafter). This RFP includes statements, which reflect various assumptions and assessments arrived by Chief Electoral Officer's Office of Andhra Pradesh in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Chief Electoral Officer's Office of Andhra Pradesh their respective employees or advisors to consider the investment objectives, financial situation and particular needs of each person who reads or uses this RFP. The assumptions, assessments, statements and information provided in this RFP/ Bidding Documents (as defined hereinafter) may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in and pursuant to this RFP to Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CEO AP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

CEO AP, their respective employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP/Bidding Documents and/or any assessment, assumption, statement or information contained in or deemed to form part of this RFP/Bidding Documents or arising in any way in connection with participation in the bidding process in respect of the Project. CEO AP accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP/Bidding Documents. CEO, AP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP/Bidding Documents. The issue of this RFP/Bidding Documents does not imply that CEO, AP is bound to evaluate a Bidder or to appoint the Successful Bidder, as the case may be, for the Project and CEO, AP reserve the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever. The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by CEO, AP or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be to the account of the Bidder, and CEO, AP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in connection with preparation or submission of the Proposal, regardless of the conduct or outcome of the bidding process.

Section A - Tender Call Notice
Chief Electoral Officer
Room No.192, Ground Floor, Building No.5,
Andhra Pradesh Secretariat
Velagapudi, Amaravati- 522238
Phone: +91-863-2445360
Fax: +91-863-2445158
E-Mail:-ceo_andhrapradesh@eci.gov.in

Tender Call Notice for
Appointment of an Agency for Design, Development, Implementation and Maintenance of
Applications for Chief Electoral Officer's Office of Andhra Pradesh.

Time schedule of various tender related events:

Bid calling date	21-12-2018
Date of Sale of RFP document	21-12-2018 from CEO, AP
Date, Time & venue for Pre-bid conference	27-12-2018 at 11:00 AM. O/o CEO, AP, Vth Block, Velagapudi,
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Email	venkat.pstw@ap.gov.in
Reference No.	F.No.2806/Elecs.D/2018

Note: The bid document should be purchased at CEO, Andhra Pradesh office, Room No.192, Ground Floor, Building No.5, Andhra Pradesh Secretariat, Velagapudi, Amaravati- 522238, Andhra Pradesh. Tender purchase receipt no. has to be uploaded at the time of bid submission in APeProcurement portal.

A.1 About Chief Electoral Officer, AP:

The Chief Electoral Officer functions under the overall supervision and control of the Election Commission of India. He monitors the work relating to the conduct of General Elections and Bye-Elections to the House of People from Andhra Pradesh, Council of States, Vice President, President of India, A.P. Legislative Assembly and A.P. Legislative Council. This includes preparation and updation of Electoral Rolls, Issue of Photo Identity Cards to Electors, rationalization/re-organization of Polling Stations, voters' education, implementation of Model Code of Conduct, law and order, conduct of polls, implementation of the Election Laws and the instructions issued by the Election Commission of India from time to time.

A.2 About This Request for Proposal (RFP):

Chief Electoral Officer (CEO), Andhra Pradesh invites technical and financial proposals from reputed Selected Bidder firms of national and international repute in e-Governance project System Integration, to implement "Design, Development, Implementation & Maintenance of Web GIS Portal and Mobile Applications for Support & Monitoring of Election Activities" in the State of Andhra Pradesh, as detailed in the Scope of Work in this RFP. The successful bidder will be provided to cover services under this RFP with 4 months O&M period. Hardware/ Virtual Machines and space will be provided by ITE&C Department, GoAP in State Data Center (SDC) for hosting application(s).

The following are the major scopes of work covered under this project:

- a) "Design, Development, Implementation & Maintenance of Web GIS Portal including Dashboards for relevant election related officials",
- b) "Design, Development, Implementation & Maintenance of Mobile Applications for Support, Monitoring and execution of pre-Election, Election and post-Election Activities".
- c) Design, Development, Implementation & Maintenance of Mobile based Voter Information and Support System"
- d) Training support - The selected bidder shall deploy at least 2 Technical resource personnel on site at CEO office for a period of 4 months after GO-Live of application Software as Operational Support Unit(OSU).

The following roles and responsibility will be carried out by the OSU.

- Functional changes in the application software
- System administration
- Modification or Enhancement in application software
- Migration of transactional data
- Development of new forms / reports
- Generation of MIS report as per the CEO's Requirement
- Supervision of Project
- Data back up
- Any changes in the workflow and core application framework
- Any new integration with other system
- Bugs / Issues in the Application Software
- Any other work assigned by CEO, AP related to the project.

(Note: The bidder shall make their own composition of OSU team w.r.t. category of manpower and provide details in Technical document with the Bid.)

CEO won't pay any extra cost for development after Go-Live of application software. Any additional development in application software will be done by OSU team. Bidder should ensure that OSU team deployed will be of equivalent experience and competency to the profiles shared at the time of Bid submission. Seating space and internet may be provided as per project requirement at Vijayawada. Bidder has to arrange the required Laptop/Desktop and alternate internet connections by his own.

A.3 Objective:

The major activities of the department to be performed by the system are as follows:

- Voters information and facilitation for polls
- Manpower planning for the election work
- Force deployment for conduct of polls
- Resource planning and movement of election material including Electronic Voting Machines(EVMs) and VVPATs
- Storage facilities monitoring like EVM godowns, Strong Rooms etc.
- Monitoring implementation of code of conduct in the state
- Monitoring filing of nomination papers by candidates, withdrawal and allotment of symbols
- Expenditure monitoring of all the contesting candidates
- Monitoring law and order situation, identifying trouble prone and sensitive areas and polling stations and monitoring all development in these areas
- Search and seizure of banned items like cash, liquor etc.
- Support department for monitoring and tracking election personnel available at all 175 Legislative Assembly Constituencies of Andhra Pradesh state on the near real time basis during polling event(s) through Web GIS Portal/Geo-portal.
- Emergency information support for department through mobile application.
- Dispatch of election teams and material and their safe receipt and deposit after the poll is over
- Facilitate mobile application to send near real time updates of election data from the polling booths and counting centers
- Generation of online MIS reports as per the requirements of the department.
- Secured updating of spatial and attribute information.
- Login facility for all presiding officers, Asst Returning Officers, Returning Officers, SHOs, DySPs, Adl SPs and SPs, District Election Officers, Executive Magistrates, zonal officers, Static and mobile surveillance teams and route in charges.
- To meet these specific requirements and to make the decision making processes efficient and effective, CEO AP desires to develop a system that will ensure transparency, efficiency and effectiveness in decision making by the Returning Officers, District Election Officers and the Chief Electoral Officer, AP through customized and demand driven dashboards with heat maps.

Following are the key objectives of the project:

- Web Based Dashboard for visualization of the live polling statistics, counting statistics, location of election personnel and material including EVMs, location of counting centers, EVM godowns and Strong Rooms and handling information flow of election related data and emergency alerts.
 - Develop a mobile based information system for voters
 - Develop a polling monitoring system for election events.
 - Development of the mobile application with following functionalities.
 - Geo-tagging Facility (For Specific users only for geo-tagging polling booth, Polling Distribution Centre, Reception Center, police station, health center etc.)
 - GIS location and GPS based movement and tracking of all poll related persons including those enforcing Modal Code of Conduct, cash and liquor seizure, mobile and stationary check posts, surveillance teams, executive magistrates, Police personnel, Central Reserve

and State Reserve police forces, Polling and Presiding Officers, Asst Returning Officers, Returning Officers and District Election Officers.

- Login with mobile number and OTP wherever required. GPS location.
 - Logging of Track of user locations, speed and time.
 - Regular election related information flow.
 - Tracking filing of nominations and withdrawals and allotment of symbols
 - Arrangements for counting and counting data flow and declaration of results
 - SOS panic buttons.
 - Route chart (Current location to Poll booths stations)
 - Map components (with selection/visualization functionalities):
 - Flagged representation of Critical Polling Station / Sensitive Polling stations.
 - Parliament Constituency Boundaries,
 - Legislative Assembly Constituency Boundaries,
 - District Boundaries, Mandal Boundaries, Village Location,
 - Sector and Zone Boundaries,
 - Polling Booth Locations,
 - Location of EVM Distribution Centre / EVM Receiving Centre,
 - Police Station Locations,
 - Health Centre Locations,
 - Central and State Reserve Police Forces locations
 - Location of striking forces
 - Flag marches and route surveillance
 - Strong Room and godown locations
 - Counting Center locations
 - Training of personnel involved in elections including police personnel
 - Online Route Mapping of election booth locations (without Google Directional / navigation service).
 - During polling events presiding officer can upload live polling statistics on server through mobile app.
 - During counting the Returning Officer can upload live counting statistics on server through mobile or web based interface
- Development of the Web GIS Portal/Geo-Portal with following functionalities
- User Management,
 - Hierarchal Login,
 - Live location of presiding officer/ counting/ police and other election personnel,
 - View route history of mobile application user,
 - Visualization of all important election events like seizure of cash or liquor, major breach of law and order, dispatch and movement of men and material and machines, major election rallies and major public meetings by VIP campaigners, major expenditure events, filing of nominations, withdrawal of nominations, allotment of symbols, major election related complaints, major violations of code of conduct, major breach of peace and law and order, movement and accumulation of voters, voting by PWD voters, receipt of polling parties and men and machines, safe deposit in Strong Rooms, opening and closing of Strong Rooms, counting process and declaration of winning candidates (with party affiliation).
 - Visualization of SOS alerts with details of location and nearest approachable facilities,
 - MIS Reports.
 - Live coverage of poll/webcasting

- Designing interface/ mechanism for Mobile application which will support information (restricted) and query (restricted) related access permission, status etc. on basis of search criteria.
- There will be only one mobile app (iOS/Android) having all possible feature of Web Application with multiple user categories:
 - Admin Access
 - Department Access
 - Public access
 - MIS report generation at regular and/ or user defined intervals as per the requirements of the department
 - Thematic and spatial maps and heat maps for the entire election system
- Maintenance of the application, SW for a period of 4 months (as mentioned in detail scope).
- Placing technical manpower for system monitoring, operational support and application maintenance.
- Designing interfaces for different user hierarchy (i.e. administrator, PO, ARO, RO, DEO, Public etc.).
- The objective is to develop an online system where:
 - It is also expected that proposed system will take care of the various MIS needs of the department
 - During the Operations and Maintenance phase necessary integration with the existing MIS of CEO AP shall be provided by the Implementation Agency at no extra cost.
 - The web portal design should be responsive to different devices such as Mobile/laptop/Tablet etc.
 - There will be one Master Login (CEO AP) for generation and monitoring of 13 Districts Admin logins.
 - District Admin will generate user logins for their mobile numbers according to their assigned roles during elections.
 - OTP generate for already registered mobile number for mobile app.
 - Computerized system for identifying SOS that need to be inspected based on risk assessment.
 - View/Download option for submitted inspection report.

A.4 Project locations

The project will be implemented in entire Andhra Pradesh state during election. Election officials will be the user of the software/application. Before final implementation of software/application, a pilot phase will be executed in which Office of CEO will test it in all Regional offices and subordinate offices of Andhra Pradesh.

Office of CEO and Sub hierarchy during Election at a glance:

S.No	Description	Location
1	Chief Electoral Officer	Amaravati/Capital
2	Additional Chief Electoral Officer	Amaravati/Capital
3	Joint Chief Electoral Officer	Amaravati/Capital
4	Deputy Chief Electoral Officer	Amaravati//Capital
5	Assistant Chief Electoral Officer	Amaravati/Capital
6	District Election Officer	District
7	Deputy District Election Officer	District
8	Returning Officer	District
9	Assistant Returning Officer	District

10	Sector Officer	District
11	Presiding Officer,(an official in-charge of a polling station)	District

A.5 Election Units

Level	Units
State	1
Assembly Constituencies	175
Polling booth/Part Number	~46000

Section B – Prequalification & Technical Evaluation Criteria

B.1 Pre-Qualification criteria:

The bidder (Prime bidder in case of consortium) must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as pre-qualification criteria for bidder interested in undertaking the project. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the support services sought by the CEO, AP for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document. The invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

1. The bidder should be a System Integrator or IT Company for participation in this Tender. The bidder should be registered under the Indian Companies Act-1956/ 2013. The bidder shall submit the following information:
 - a) Certificates of incorporation/Registration Certificate
 - b) Memorandum of Association
 3. The Bid can be submitted by an individual or a consortium. In case of consortium applicant, consortia shall submit a valid Memorandum of Understanding (MOU)/agreement. "Consortium" shall mean more than one company which joins with other companies of complementing skills to undertake the scope of work defined in this RFP. Memorandum of Understanding (MOU)/agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original to CEO, AP office at Velagapudi within one working day of bid submission. The MoU /agreement shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member.
 4. The bidder should have financial turnover of Rs.10 Crore or above in each of the last 3 financial years 2015-16, 2016-17&2017-18 from software development and System Integration. Bidder should be a profit making organization, and should have positive net worth as per audited balance sheet of last 3 financial years. The bidder to submit Certificate with CA's Registration Number/ Seal, Copies of audited balance sheet, profit & loss statements with confirming Positive Net Worth.
 5. The bidder should have experience in "GIS Based application(s) in elections for Government / Semi Government / PSU":
Project value 30 lakhs or above- 1 (nos.) Project OR
Project value 20 lakhs to 30 lakhs- 2 (nos.) Project OR
Project value Rs. 10 lakhs to 20 lakhs - 3 (nos.) Project
- The bidder shall submit Copy of work order / Client Certificates.

6. The bidder should have a registered number of
 - i. Andhra Pradesh GST registration
 - i. PAN number.
7. The bidder should have at least one office in any of the 13 districts of AP. Billing/Invoice should be done from any of these offices located in AP only. If the bidder does not have office in A.P., the bidder shall submit the undertaking stating that office will open within one months from the date of signing of contract/ Purchase Order. Beyond that 5% penalty shall be

deducted on invoice value. Self-declaration with competitive executive duly authorized by apex body of the organizations should be submitted to this effect.

The bidder shall have GST number allotted in AP and billing shall be from AP office only.

8. The Bidder should be valid ISO 27001 certified as on the day of bid calling.
9. The bidder must have on its roll at least 100 technically qualified professionals in the area of software development, systems integration & prior experience in providing similar services as on bid calling date. Certificate from bidders HR Department for number of technically qualified professionals employed by the company should be produced.
10. The bidder must give declaration stating that the resources deployed under this project shall be dedicated for this project reporting to Government during the entire project period as per the Form-P-9.
11. The Bidder should furnish, as part of its Bid, an Earnest Money Deposit (EMD) as per the data sheet at Section C.
12. The bidder should submit declaration stating that they are not debarred/blacklisted by any State Government, Central Government, and Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations in India for non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices in Form-P8.

If the bidder is debarred/ blacklisted as mentioned above, such bidder becomes ineligible to participate in the bidding process. In-case of any concealing of information relating to blacklisting or pending of cases as mentioned above or submission of fake information/fake documents, CEO, AP reserves the right to cancel the work order/contract allotted, apart from forfeiting CEO, AP reserves the right further to take penal action on the bidder.

Note: Relevant documents in support of above should be furnished.

B.2 Technical Evaluation criteria:

Technical Evaluation shall be done based on conformity of the documents submitted in the technical bid and as per the conditions mentioned in the bidding document and the presentation by the bidder on the Relevant Project experiences, understanding of the scope in the RFP, Approach & Methodology on the project, Resource Deployment, etc.

Further, the bidders may be invited for Technical Presentation to present the proposed solution. The bidder shall be accorded marks after technical evaluation as per the below criteria and minimum qualifying marks would be 70.

Sl No.	Parameter	Maximum	Documents
1	Company Profile	10	
1a	Bidders Average Annual turnover during last three (3) financial years (i.e. FY 15-16, 16-17 & 17-18): 10 Crore = 5 Marks. (1 mark for every additional Rs. 2 Crore turnover will be awarded, subject to Maximum of 10 Marks.)	10	Audited balance sheet OR statutory Auditor Certificate
2	Experience of Bidder	20	Experience Certificate
2a	Experience on GIS Application(s) Development: (i.e. GIS enabled mobile application / Geo-portal / Web GIS Portal Developments): 4 Marks for each project will be awarded, subjected to Maximum of 20 Marks. (Note: 5 Lacs or above Project(s) only will be considered for awarding marks)	10	Copy of LOA/ WO / Agreement / Client reference letter/certificate.
2b	The bidder must have prior experience in management of pre-election, Election Day, post-election with any state Chief Electoral Officer during last 3 years as on bid calling date. 1 Project- 8 Marks 2 Projects- 9 Marks 3 Projects or more- 10 Marks	10	The bidder shall submit the Work Order copy & client letter confirming the work completion. Details as per Form-T2
3	The marks will be awarded to the bidders as per its CMMi Level: CMMi- Level 3 Certification – 5 Marks CMMi- Level 4 Certification – 10 Marks CMMi- Level 5 Certification – 15 Marks	15	Valid certificate from the issuing authority needs to be attached.
4	Adequacy of proposed solution	30	
4a	Understanding the objectives of the assignment: Extent to which bidder's approach and work plan responds to the objectives indicated in the RFP.	5	
4b	Completeness and responsiveness: Extent to which the proposal responds exhaustively to all the requirements of the RFP. Proposed project plan & Delivery Schedule	5	
4c	Experience & qualified dedicated onsite resources proposed for the project. Marks shall be awarded based on experience and proposed number of onsite resources in the technical bid	20	Details as per Form-T3
5	Presentation of proposed Application software before Evaluation Committee	25	
Maximum Total Technical Score (1+2+3+4+5):			100

Section C - Statement of important limits/values related to bid

Statement of important limits/values related to bid

S.No	Item	Description																				
1	EMD	The bidder shall submit the Bid Security (EMD) of Rs.2,00,000 (Rupees Two Lakh only) in favour of “Chief Electoral Officer, Andhra Pradesh”, payable at Vijayawada. Note: Scanned copy of EMD/BG document should be uploaded on AP e-Procurement website. The Original Copy of EMD should be submitted to Chief Electoral Officer, Andhra Pradesh Office within one day of bid submission date.																				
2	Bid Validity Period	60 days from the date of opening of bids.																				
3	Contract Period	The contract period is 1 Year from the date of signing of the agreement. The contract period may be extended on mutual agreeable terms and conditions.																				
4	EMD Validity Period	Bank Guarantees that are issued by any Scheduled/ Nationalized banks only will be accepted. BG Validity should be 6 months from the date of bid closing date.																				
5	Evaluation of Bids	The selection method is Quality and Cost Based Selection (QCBS Technical 70 & Financial 30).																				
7	Period for furnishing performance security	Within 7 days from date of receipt of Notification of Award.																				
8	Performance security value with CEO, AP	The bidder has to submit 10% of Contract Value as PBG in favour of “Chief Electoral Officer, Andhra Pradesh” from any Nationalized/ Scheduled Bank having at least one branch at Vijayawada before signing of the contract/ issue of purchase order. If the selected bidder fails to submit the performance guarantee within the specified time or not signed the contract agreement within the specified period, then the contract period automatically starts from 10 days after issue of Notification of Award (NoA).																				
9	Performance security validity period	90 days beyond contract period.																				
10	Period for signing of contract	Within 10 days from date of receipt of Notification of Award.																				
12	Payment terms	<table border="1"> <thead> <tr> <th>#</th> <th>Activity</th> <th>Time of Completion</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SRS (Software Requirement Specification) and FRS (Functional Requirement Specification) Preparation and acceptance by CEO AP</td> <td>T</td> <td>15% of the project Cost</td> </tr> <tr> <td>2</td> <td>Design, Development and Integration of Application with database</td> <td>T+1 Weeks</td> <td>15% of the project Cost</td> </tr> <tr> <td>3</td> <td>Deployment of Application Software at State Data Centre</td> <td>T+2 Weeks</td> <td>15% of the project Cost</td> </tr> <tr> <td>5</td> <td>Testing, Modification and User Acceptance of Application</td> <td>T+4 Weeks</td> <td>15% of the project Cost</td> </tr> </tbody> </table>	#	Activity	Time of Completion	Amount	1	SRS (Software Requirement Specification) and FRS (Functional Requirement Specification) Preparation and acceptance by CEO AP	T	15% of the project Cost	2	Design, Development and Integration of Application with database	T+1 Weeks	15% of the project Cost	3	Deployment of Application Software at State Data Centre	T+2 Weeks	15% of the project Cost	5	Testing, Modification and User Acceptance of Application	T+4 Weeks	15% of the project Cost
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		6	Training of Officials	T+4 Weeks	10% of the project Cost
		7	Bug Fixes and Go Live	T+5 Weeks	10% of the project Cost
		8	Operation & Support	4 Months after Go Live	5% of the project Cost every month end.
		<p>Note : All the invoices must be in the name of “Chief Electoral Officer's Office of Andhra Pradesh, Room No.192, Ground Floor, Building No.5, Andhra Pradesh Secretariat, Velagapudi, Amaravati-522238”</p>			
13	SLAs	As per the Section-D of the RFP			
14	Maximum Penalty	Maximum penalty should not exceed 50% of the project value.			
15	Conditional bids	Not acceptable and liable for rejection			
16	Eligibility Criteria	As per Section B			
17	Tender Fee	<p>Tender document can be purchased from CEO, AP office, Vijayawada between 10 am to 5 pm every day except for Saturday, Sunday and public Holidays, on payment of Rs.25,000 (Rupees Twenty Five Thousand only) in the form of Demand Draft drawn on/issued by any Nationalized/Scheduled Indian Bank in favour of "Chief Electoral Officer, Andhra Pradesh" payable at Vijayawada. The scanned copy of tender purchased receipt issued by CEO, AP office would be required to upload in the eProcurement portal.</p> <p>The Tender document can also be downloaded from www.ceoandhra.nic.in and www.tender.apecprocurement.gov.in. In such case, the scanned copy of DD an amount of Rs.25,000/- (Rupees Twenty-five Thousand only) in the form of Demand Draft drawn in favour of chief Electoral Officer, Andhra Pradesh" payable at Vijayawada would be required to be uploaded in the AP eProcurement website and the original DD must be submitted to CEO,AP before the bid submission date.</p>			
18	Transaction Fee	<p>Transaction fee: All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs.10,000/- for quoted value of purchase up to Rs.50 crores and Rs.25,000/- if the purchase value is above Rs.50 crores & GST applicable @ 18% or as levied by Govt. of India on transaction fee through online in favor of MD, APTS. The amount payable to APTS is nonrefundable.</p> <p>Corpus Fund: Successful bidder has to pay an amount of 0.04% on quoted value through demand draft in favor of Chief Electoral Officer, Vijayawada towards corpus fund at the time of concluding agreement.</p>			
19	Transaction Fee	The Chief Electoral Officer, AP., (through Online at the time of Bid submission).			
20	Bid submission	<p>On Line (e-Procurement).</p> <p>Bidders are requested to submit the bids after issue of minutes of the pre bid meeting duly considering the changes made if any, during the pre-bid meeting. Bidders are totally responsible for incorporating/complying the changes/amendments issued if any</p>			

		during pre-bid meeting in their bid.
21	Procedure for Bid Submission	<p>Bids shall be submitted online on www.apecurement.gov.in platform</p> <ol style="list-style-type: none"> 1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.apecurement.gov.in. 2. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates. 3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place. 4. The bidders should scan and upload the respective documents in Pre-Qualification and Technical bid documentation as detailed at Section E & G of the RFP including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity. 5. The rates should be quoted in online only
22	Other conditions	<ol style="list-style-type: none"> 1. After uploading the documents, the copies of the uploaded statements, certificates, and documents, original Demand Drafts in respect of Bid Security (except the Price bid/offer/break-up of taxes) are to be submitted by the bidder to the O/o The CEO,AP, as and when required. <p>Failure to furnish any of the uploaded documents, certificates, will result in rejection of the bid. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false/ fabricated/ bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p> <ol style="list-style-type: none"> 2. CEO,AP will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents. 3. The Documents that are uploaded online will only be considered for Bid Evaluation. 4. Important Notice to Contractors, Suppliers and Department users <ol style="list-style-type: none"> (i) In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G.O.Ms.No.13, dated 05.07.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis Banks with e-Procurement platform, which provides a facility to participating suppliers/ contractors to electronically pay the transaction fee online using their credit cards. 5. In case of consortium either the prime bidder or the consortium partner can purchase the bid document. The bid can be filed either with user ID of prime bidder or consortium partner.

Section D - Scope of Work

D.1 Implementations:

The Implementation Agency shall study the requirements of the project and existing systems. The Implementing Agency shall "Design, Develop, Implement and Maintain Applications for Chief Electoral Officer's Office of Andhra Pradesh " for a period of 6 months subsequent to system going "live".

Application(s) hosting: For hosting application(s) hardware/ virtual machines and space will be provided by ITE&C Dept. GoAP in State Data Center (SDC).

D.1.1 REQUIREMENTS FROM THE ELECTIONS MANAGEMENT SOLUTION:

There would be two different broad applications in the solution:

1. Members of public (not officials)
2. Officials and official entities

The solution would be based on GIS based data, GPS based movement tracking and should be available on mobile, tablet and PC. The data collection would happen at the point of origin. Data available with department and applications would be provided to the vendor through web service. The solution should be comprehensive to take care of all needs and eventualities of the election.

MEMBERS OF PUBLIC:

1. Voters:

- Finding out name in voter list and form 6 application
- Finding out polling station details and navigation
- Finding out crowd at polling station
- Finding about contesting candidates, their party affiliation and symbols
- Facility to file a complaint with all officers
- Modal Code of Conduct

2. Contesting candidate and his Election Agent:

- Access to voter list and officers
- Polling station maps
- Election expenditure entries
- Location of Distribution Centre, Reception Centre, Strong Room and Counting Centre and navigation
- Facility to upload names and mobile numbers of Booth Level Agent (BLA), Election Agent, Polling Agent and Counting Agent
- EVMS and VVPAT details
- Report violation of Modal Code of Conduct

3. Agents of the candidates:

- View Polling Station details
- Polling Agent – polling station name, location, number and navigation, name of the Presiding Officer and his mobile number
- Serial number of EVM and VVPAT used in polling station
- Counting Agent – name and location of Counting Centre and navigation, table number at which he should sit

4. Political Party General Secretary and President:

- Non-photo Electoral Roll of the state
- Names and numbers of BLOs, AROs, ROs, DEOs and CEO

- Polling Stations locations, name, numbers and navigation
- Location of Distribution Centre, Reception Centre, Strong Room and Counting Centre and navigation
- Serial numbers of EVMs and VVPATs used in elections

OFFICIALS:

The official who are part of election process should be able to manage all the activities they perform as a part of their job. The individual responsibilities for each officers are details as shown below:

1. In-charge Officer, Modal Code Conduct at Tahsil Level:

- At Tahsil level, the In-Charge officer should have the access to all polling station details with map boundaries. He should be able to view the contact details of all the officers and instructions from them. He should be able to view other details like candidate expenses, star campaigners etc. He should be able to report the coverage of events public meetings, rallies and breakdown of law and order, paid news etc.

2. Returning Officer/ Asst Returning Officer:

RO and ARO should have the access to the electoral roll, polling station location and navigation, candidates and agent information, access to C-Vigil, expenditure reports, incidents, seizures etc. He should be able to schedule the trainings of all the corresponding officers. He should be able to manage all the activities related to nominations and withdraws etc. He should be able to view various reports on expenditures, star campaigners, events view, webcasting of poll process, counting process etc. He should be able to report the violations, action taken, modal code of conduct etc. He should be able to manage permission for vehicles, public meetings, rallies, mike settings etc.

3. EXPENDITURE MONITORING OFFICERS:

- Expenditure Monitoring Officers should be able to upload the expenditure submitted the agents/candidates and should monitor based on the rate chart provided by CEO and DEO. View advertisements by candidates and political parties in press, media, social media etc. Also should be able view and act on permissions given for vehicles, public meetings, rallies etc.

4. COLLECTORS, JC and DRO:

- Photo Electoral Roll of the all constituencies
- Names, numbers and locations of all polling stations in district and navigation with sensitive and hyper sensitive polling stations – heat maps
- Names and mobile numbers of all BLOS, Presiding Officers, Zonal/sector Officers, In-charge MCC Officers, ARO and ROs in district, other DEOs, Observers and CEO.
- Names and numbers of Candidates, their Election Agents, Polling Agents and Counting Agents
- Maps and boundaries of polling stations, villages, Tahsils, Police Stations, location and number of Reserve Forces, Striking Forces and Mobile Police parties in the district
- Access to reports on execution of non-bailable warrants, rounding up of anti-social elements, binding over etc.
- Access to C-Vigil in district
- Access to voters' complaints, candidates and their agents' complaints in district

- Access to expenditure reports of candidates of constituencies in the district
 - Access to Presiding Officers SOSs; Zonal/Sector Officers' reports, their movements; MCC Officers' reports, their movements; ARO and RO movements;
 - Location and numbers of stationary check posts, mobile check posts, mobile patrolling parties etc.
 - Location and date and time wise reports on cash seizures, liquor seizures, major law and order incidents
 - Execution of NBWs, arrests made, people bound over etc.
 - Names and numbers of Observers, other ROs, DEOs and CEO
 - Facility to receive circulars and instructions from ECI, CEO and DEO
 - PDF copy of Pops, ROs and DEOs Handbooks
 - Search facility of voters with EPIC or name within district
 - Schedule training programmes of AROs, ROs etc. and communicate through mobile
 - Schedule political parties meeting and communicate
 - Facility to report action taken on MCC violations and action taken
 - Facility to report other significant events/action taken/SOS to DEO or CEO
 - Facility to upload daily receipt of nominations; withdrawal of nominations, list of contesting candidates with party affiliations and allotment of symbols
 - Facility to receive and view reports on candidates expenditure, SOS by POs, poll code violations, complaints received, action taken reports, c-vigil status, major events, star campaigners visit in constituency, major public meetings, rallies etc.
 - Facility to view webcasting of poll process, counting process etc.
 - Facility to view press reports appearing in press related to elections
 - View permissions given for public meetings, rallies, vehicles etc.
- 5. DISTRICT MEDIA AND CONTROL ROOM IN-CHARGE:**
- Control room in charge should be able to upload the daily press reports, media clippings, bulletins of various officers, star campaigners, major rallies, public meetings, major events related to law and order, orders related to sec 133, 144 and other relevant orders. Instructions coming on from DEO, CEO and ECI should also be managed.
- 6. GENERAL AND EXPENDITURE AND POLICE ELECTION OBSERVERS:**
- District map, map of the constituency, location, name and numbers of polling stations, boundaries, villages, zones/sectors, routes etc.
 - Locations of Counting Centres, Strong Rooms, Reception and Distribution Centres etc.
 - View reports uploaded by POs on poll percentages and poll related events
 - Navigation in the area given
 - View reports related to expenditure by the candidates
 - View major events like public meetings, rallies etc.
 - View permissions given for vehicles, public meetings, rallies etc.
 - View reports related to MCC violations and action taken
 - Access to standard rate charts for items of expenditure
 - Access to programmes of star campaigners and public meetings, rallies etc.
 - Access to candidates database with names, numbers, party affiliation and symbols
 - Access voters complaints, candidates and agents complaints and action taken reports by election officials
 - Upload field visit programmes (if willing)
 - View orders issued by RO and DEO, CEO on sec 133, 144, dry days, holidays etc.
 - View instructions and circulars issued by ECI, CEO, DEO and RO
 - View schedules of training programmes fixed by ARO, RO and DEO

- View reports related to cash and liquor seizures
- View location of Police stations, hospitals, Stationary and mobile check posts (with manpower posted), Striking Forces, State and central forces location (with number of sections available),
- View location and navigation to Counting centres and Strong Rooms
- PDF Observers Handbook
- Names and numbers of POs, Sector/zonal Officers, Expenditure Monitoring Officers, District Control Room In-charge, AROs, ROs, DEOs and CEO
- Web-casting of poll and counting process
- View SOS by POs, ROs and action taken reports on them

7. MEDIA CELL AT CEO OFFICE:

Media cell at CEO Office at state level should be able to upload the daily press reports, media clippings, bulletins of various officers, star campaigners, major rallies, public meetings, major events related to law and order, orders related to sec 133, 144 and other relevant orders. Instructions coming on from DEO, CEO and ECI should also be managed.

8. DEPUTY CEO/ADDITIONAL CEO:

The officers should be able to upload the decisions and instructions relating to the prior approval of advertisements. Should be able to view all analytical, GIS based reports emanating from all other officers. They also should have:

- Access to all SOSs
- Access to all complaints filed by voters, candidates/agents etc.
- Access to full GIS database, all maps and locations
- Access to all heat maps
- Access to all scheduling of trainings, meetings etc.
- Upload major decisions and circulars/instructions of CEO and ECI
- Access to all MCC reports and action taken
- Access to all expenditure related reports
- Access to Observers' visits and observations

9. CONTROL ROOM INCHARGE AT CEO OFFICE:

- Upload major decisions of ECI and CEO
- Upload major events and programmes in the state
- View heat maps and navigation by different election officials and point out lacuna/shortcomings to CEO
- View action taken reports of all ROs and DEOs and make comments on adequacy
- View all complaints and make comments on adequacy
- View pending action taken reports and remind defaulting officers
- Access to all maps, locations and navigations
- View and review visits by various officers

10. CHIEF ELECTORAL OFFICER:

- Exclusive dashboard with GIS and GPS based reports and heat maps and MIS with intelligent query options
- Access to entire databases
- Access to all maps and locations
- Access to all names and numbers
- Access to all movements
- Access to all events and happenings
- Access to all expenditure reports

- Access to all complaints originating at all levels and action taken reports
- Access to all web-cast events
- Access to all press and media reports and action taken
- Periodic instructions to all officers
- Access to all PDF files and handbooks
- Communication channels to Observers, DEOs and Ros

11. Station House Officer (SHO):

- Facility to upload (along with GPS location wherever possible) details of preventive action taken, seizure of illegal arms, liquor, drugs etc, depositing of licensed arms, vulnerable areas, trouble makers and KDs, people bound over under sec 107 and 109 CrPC, pending NBWs, listed bootleggers, PD Act detainees, bad characters etc. View the details of polling stations, hospitals and other entities. Access to the details of all the officers on ground. Details of Check posts, mobile forces, reserve forces, nearest Striking Force etc. Access to candidates, SOS, disturbances etc.

12. Constituency In-charge Police Officer:

The officer at a constituency level should be able to view the polling station details, navigation, heat maps etc. Access to the electoral rolls, officers, candidates etc. Access to complaints, disturbances, seizures, paid news, permissions, expenditures, SOS etc. Facility to view webcasting of poll process, counting process etc. Upload permissions given for public meetings, rallies, vehicles, mike sets etc.

13. SP/ADL SP/ Dy SP:

Access to the electoral rolls, officers, candidates etc. Access to complaints, disturbances, seizures, paid news, permissions, expenditures, SOS etc. Should be able to view the polling station details, navigation, heat maps etc. Maps and boundaries of polling stations, villages, Tahsils, Police Stations, location and number of Reserve Forces, Striking Forces and Mobile Police parties in the district. Access to reports on execution of non-bailable warrants, rounding up of anti social elements, binding over etc. Access to Presiding Officers SOSs; Zonal/Sector Officers' reports, their movements; MCC Officers' reports, their movements; ARO and RO movements. Location and numbers of stationary check posts, mobile check posts, mobile patrolling parties etc. Execution of NBWs, arrests made, people bound over etc. Access to all officers details, view reports on violation, expenditure, significant events, SOS by POs, poll code violations, complaints received, action taken reports, c-vigil status, major events, star campaigners visit in constituency, major public meetings, rallies etc. Facility to view webcasting of poll process, counting process etc.

D.1.2 Management & Monitoring of Pre-Election Activities. Admin Portal Functional Requirements

Login Module

Web application should be available only for the valid users.

Election Setup

Admin should be able to setup the election with dates and it should support multiple

phases.

User Management

Create/Edit/Delete the users like DEO, RO, ARO, SO, RO, PO should be managed from here. The reporting hierarchy should be configured.

Workflow Management

All the pre-election related activities/process can be created and all the tasks related to activities can be created and assigned to specific roles. These tasks should be available for the respective users in order to update the status through mobile app. The order/sequence of these tasks can be defined.

Issue Management

Election officers face different types of issues on the ground. The admin should be able to define the generic issues here so that the officers can select the issue type from the dropdown to report any issue.

Communication

Different communications like sending SMS or Push notifications at state level/district level/constituency level should be available.

Mobile App Requirements

Login Module

Each user can login using their registered mobile number and OTP(One Time Password). Based on the role of the user the content should be filtered out and the data relevant for that user should be displayed.

Workflow Management

The tasks assigned to them should be available for the user to view based on their role. The user should be able to update the status of the task assigned to them through mobile app.

Issue Reporting

The users can report the issues that they are facing on the field. These issues should be escalated to their reporting officers. The users should be able to add comments to the issues that are reported. Once resolution is found the user should be able to close it.

Messages

The user should be able to view the alerts from push notifications and the SMS sent by the CEO office. They should be able to see the list of messages (push notifications) that were sent.

Geo-tagging Facility

Geo-tagging facility should be provided for the specific users registered (with unique mobile numbers only) to geo-tag polling booth, Polling Distribution Centre, Polling Returning Centre, police station, health centre etc. For collecting field information associated with geo-tagged point location like polling booth number, village name, Vidhan-sabha name etc.

Dashboard Requirements

Login Module

Each user can login using their valid credentials. Based on the role of the user the content should be filtered out and the data relevant for that user should be displayed on the dashboard. For exam, for district officer the data related to the district should only be available.

Sensitivity Analysis

GIS Map Visualizations

Flagged representation of Critical Polling Station / Sensitive Pollingstations.
Parliament ConstituencyBoundaries,
Legislative Assembly ConstituencyBoundaries,
District Boundaries,
Tehsil Boundaries,
VillageLocation,
SectorBoundaries,
Polling BoothLocations,
Location of EVM Distribution Centre / EVM ReceivingCentre,
Police StationLocations,
Health CentreLocations.

Workflows GIS Analytics

Status of the workflows and the activities across the state should be available on the GIS maps. The user should be able to filter the status at the state/district/constituency and polling booth levels to understand the percentage completion.

Tasks GIS Analytics

Status of the tasks that are assigned to the officers across the state should be available on the GIS maps. The user should be able to filter the status at the state/district/constituency and polling booth levels to understand the percentage completion.

Issue Reports

Issues across the state should be analyzed and consolidate and GIS thematic maps should be automatically generated. The heatmaps that are generated should provide the dashboard user clear understanding of the quantum of the issues reported at a state/district/constituency level.

The dashboard user should be able to see the conversation of any selected specific issue and timeline of the issue from initiation and the closure of the issue.

D.1.3 Management & Monitoring of Election Day Activities.

Officer's Mobile App Requirements for Election Day

The mobile app should have the following features:

Login Module

Each user can login using their registered mobile number and OTP (One Time Password). The mobile app has different features based on the type of the officer that logged in like Sector Officer, Route Officer and Presiding Officer.

Sector Officer Mobile App Features

With this login the sector officer should be able to manage all the responsibilities assigned to him. This includes viewing and responding to the SOS alerts from the RO and PO.

Route Officer Mobile App Features

- Route mapping for the route officer
- Tracking of route officers from Distribution Center to the allocated polling booths.
- Dropping off the polling personnel at the polling booths
- Picking up the polling personnel from the polling booths.
- Routing from current location to polling booth.
- Presiding Officer Mobile App Features
- Checklist of the Inventory
- Tracking of PO Officers
- SOS
- Capturing the Election Timings (Start and End)
- Schedule update on number of votes polled.

SOS Features

SOS feature should be enabled for all the 3 types of officers to send an emergency message to the reporting officer. The SOS alerts can be of the following types:

- EVM Help
- Medical Help
- Police Help
- Vehicle Help
- Other Help

Tracking

Tracking should be by default enable for all the user types SO, RO, PO. For the Route officer, tracking should be enabled for both drop and pickup routes. The user should be able to start and stop tracking explicitly if required.

Vote Count – Live Feed

PO's should be able to feed the number of votes polled in regular intervals. This include identifying the male/female/other votes that was polled by that specific

time.

Members in Queue status

PO's should be able to feed the number of people in the queue in regular intervals. This include identifying the male/female/other voters that are standing in the queue at that specific time.

Voters Mobile App Requirements for Election Day

Search by EPIC Number

The voter should be able to find his polling booth by specifying his EPIC number in the mobile app. This should give him the polling booth name, location and the navigation to that polling booth.

Search by Polling Station

The voter should be able to find any polling booth in the state by searching by the district, mandal or constituency.

Polling Booth Details

The voter should be able to find the details of the polling booth like name, building name, BLO details, contact number, building photos, BLO photo etc.

Polling booth navigation

The voter should be able to navigate to his polling booth either from a current location or from any specific location. This should give him the route and also the driving directions.

Members in Queue status

By selecting a polling booth the voter should be able to find the number of voters that are already in the queue so that he can plan his visit accordingly.

GIS Dashboard Requirements for Election Day

This dashboard should provide the real time data analytics on the map layers at the corresponding user level like state/district/constituency.

Mock poll status analytics

This GIS map analytics should show the current status of the mock polling across

all the polling stations. The dashboard user should be able to see the map analytics by selecting a specific district and a specific constituency within a district. The results should also have filters like Completed and Not Completed.

Polling Status Reports

This feature should show the analytics when the polling started, when it is completed. It should also show the polling stations where the polling is not started.

Vote Statistics

The percentage of votes polled at a polling station level, district and state level should be available here.

SOS Alerts

The SOS alerts count that are generated by the officer across the state should be available here. The dashboard user should be able to filter that based on district, constituency, officer type (PO, RO, SO), and type of SOS.

Tracking

The dashboard user should be able to view the status of the officers on the map routes. The user can select a specific route within a district and constituency and should view drop route and pick up route statistics.

Team

The GIS map should show the current location of the team members.

Live Web Streaming

The system should have a capability of integrating with the existing web casting and the user should be able to navigate to a specific polling station and view the live streaming from the web portal.

D.1.4 Management & Monitoring of Post-Election Activities.

GIS Dashboard Requirements for Post-Election Activities

Various GIS reports and MIS reports should be available for the CEO office to understand how the elections were conducted. The reports are of the following types:

- Thematic Maps
- Heat-maps

- MIS Reports

D.2 Maintenance:

The SI should define and indicate the preventive maintenance schedule and procedure. Any special tools/instruments/equipment's required carrying out the preventive and break down maintenance of the system offered should be clearly indicated and offered to CEO AP by the selected bidder at no extra cost.

The vendor will have to place technical manpower onsite for operational support and maintenance of the application and to support the officials and the system administrator at any stage of the project for a period of 4 months after application development.

Post Implementation support would include, but not limited to the following:

- Assistance in technical knowledge transfer.
- Telephonic, email and personal (visit to client offices) technical support on all aspects of Software and Maintenance for this project.
- Refinements, improvements and modifications to functionality, User Interface, and Reports as per the feedback received from the users.
- On the job training support for new users
- Enhancement in Software Application as per the requirement of CEO AP.

D.3 Documentation:

- i. Detailed Project Plan
- ii. Detailed System Study Report
- iii. List of services, Service Definitions, Service Levels
- iv. Functional Requirement Specification
- v. Software Requirement Specification document
- vi. High Level Design documents
- vii. Software Application architecture documents.
- viii. ER diagrams and other data modelling documents.
- ix. Logical and physical database design.
- x. Data dictionary and data definitions.
- xi. Application component design including component deployment views, control flows, etc.
- xii. Low Level Design documents
- xiii. Application flows and logic.
- xiv. GUI design (screen design, navigation, etc.).
- xv. All Test Plans
- xvi. Requirements Traceability Matrix
- xvii. SLA and Performance Monitoring Plan.
- xviii. Detailed manuals for each appropriate unit of the supplied equipment and services.
- xix. The training manuals and administration manuals.
- xx. Inspection and testing procedures manual including QA Policy, procedures for the software/hardware equipment's.
- xxi. Any other document(s) deemed necessary for implementation, operation and maintenance of the hardware and network equipment and the overall system.

- xxii. Backup Policy & Security Policy
- xxiii. Design of real-time tools for monitoring e-Transaction volumes and for generating real-time MIS
- xxiv. Training and Knowledge Transfer Plans.
- xxv. Issue Logs.

Note:

The SI is required to update the above mentioned documents (as applicable) as and when any enhancements / modifications are made to the Portal/Software application till the duration of the Contract.

D.4 Manpower

The selected bidder will deploy dedicated project manager for the entire lifecycle of the project. The project manager will be a single point of contact (SPOC) for all activity and coordinate with CEO AP. The Project manager should have experience of minimum 5 years in relevant field and qualification of B.E./B. Tech/MCA with MBA.

D.5 Training and Knowledge Transfer

a. Prepare and organize training programs to facilitate the department user in the efficient usage of the new system.

b. The vendor will provide an online training manual covering application usage (as permitted by CEO AP).

c. The SI would be required to prepare a detailed training plan covering at least the trainings to be conducted, targeted audience, location, dates for training, duration and training content.

The training plan would be submitted to the Department as per timelines mentioned in this RFP for feedback and approval from the Department.

d. Training location: CEO AP, Vijayawada.

Note: It is important to ensure that the training provided is effective. SI shall devise mechanisms to ensure the training effectiveness. SI would also be required to develop user manuals and computer based tool kits, PPTs and videos to promote self-learning and assist training participants in undergoing the training.

D.6 Outputs and Deliverables

The total time duration of the project is about 5 months (inclusive of the 5 weeks of application development + 1 week for testing and training, 4 months for O&M), broken up into two phases –

- Design and Implementation phase, lasting about 5 weeks; and
- Post Implementation Support for a further period of 4 months.

Design and Implementation phase shall comprise of 5 weeks for design, and implementation including the hosting of the application software at State Data Centre. After the finalizing of the Inception Report the SI, in close consultation with the CEO AP has to submit a detailed work plan clearly showing the various phases, deliverables at each phase along with milestones. The work plan which once approved by CEO AP shall become the basis for project progress, monitoring and payment.

The Indicative list of deliverables from the Successful Bidder/Implementing Agency shall include (but not limited to):

- i. Inception Report
- ii. Software Requirement Specification (SRS) study and the document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements.
- iii. Process Flow, Work Flow and FRS design.
- iv. Software Design Document including Software Architecture Design, Logical and Physical Database Design.
- v. Development of Software
- vi. Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan, User Acceptance Test Plan, Security Test Plan, and Load Test Plan).
- vii. Software Testing Documentation (including details of defects/bugs/errors and their resolution).
- viii. Tools to monitor the SLA should be supplied by the Implementing Agency.
- ix. Trial Run, Test Run, User Acceptance Test.
- x. Training Manuals and literature.
- xi. User Training.
- xii. Manuals – Systems Administration Manuals, User Manuals, Installation Manuals, Operational Manuals, Maintenance & Support Manuals, and Stake- holder reference Manuals.
- xiii. Periodic Status and Review Reports.
- xiv. Internal Review and testing documents of the Implementation Agency.
- xv. Remote Support.
- xvi. Exit Plan.

D.7 Project Activities And Timelines

The Selected Bidder will implement the entire project in phase wise manner the total time span is 5 Months.

.7.1 Phase-1 Application Development / UAT / Training: (5 weeks)

- Project Kick-off Meeting.
- Preparation & Submission of Detailed Project Plan
- Detailed study of existing system (AS-IS).
- Submission of Functional Requirement Specification (FRS)
- Submission of Software Requirement Specification (SRS)
- Customization /Development of Application Software as per SRS.
- Deployment of required manpower for Software Testing and customization as per requirement.
- Deployment of Application Software at AP State Data Centre
- User Acceptance Testing of the system to the satisfaction of Competent Authority & Acceptance of Customized Application Software and Web Portal.
- Capacity Building – (Application Software & Other trainings)
- Functional Testing for Application Software at CEO, AP office.
- Go-Live of Application Software.

.7.2 Phase-2: Operations & Maintenance Phase (4 Months)

- Operations & Maintenance Activities at project location.
- Deployment of two (2) Personnel as Operational Support Unit (OSU) on site at central location in Vijayawada.

.7.3 Indicative project schedule is as below:

#	Activity	Time of Completion
1.	SRS (Software Requirement Specification) and FRS (Functional Requirement Specification) Preparation and acceptance by CEO AP	T
2.	Design, Development and Integration of Application with database	T+1 Weeks
3.	Deployment of Application Software at State Data Centre	T+2 Weeks
4.	Testing, Modification and User Acceptance of Application	T+4 Weeks
5.	Training of Officials	T+4 Weeks
6.	Bug Fixes and Go Live	T+5 Weeks
7.	Operation & Support	6 Months after Go Live

D.8 Basic Requirements

D.8.1 General Functionality:

- i.Name of the tools used need to be clearly mentioned
- ii.All documentation should be prepared in a structured fashion for easy navigation.

D.8.2 Technical Requirements System Integration

The application has been identified based on the requirements of the CEO AP and its existing MIS applications. The selected bidder is required to design the system in such a way so as to provide fully integrated system with functionalities, at the minimum, as mentioned in this RFP. It is expected that the application will cater to the workflow requirements, wherever necessary.

D.8.3 End-User document

Documentation will be supplied and maintained by the bidder during different stages of the project. The ownership of all documents, supplied by the bidder, will be with CEO AP. The electronic copies will be supplied with all the documents and manuals, required for operating and configuring the hardware and software at the user specific environment. The documents have to be provided in English and MUST include at least:

- Application development manual
- Application user manual
- User guide and procedures manuals for software
- Software installation and configuration of the database etc.
- Licenses generated/ procured/ obtained

- CEO AP/User will have the rights to use the duplicate the hardcopy and soft copy for the documents created by the bidder without any financial and legal implications.

All end user documents should be in Hindi and English, however, technical documents should be in English only.

D.8.4 Technical Documents

The bidder shall supply operation and maintenance manuals. These shall be in such details as to enable the department to operate, maintain, adjust and repair the parts of the works as stated in the specifications. The manuals for all supplied equipment's shall be in English and/or Hindi and in soft and/or hard copy and equal to the number of supplied equipment's. Indicative list of documents, not limited to, that will be supplied and maintained by the bidder during different stages of the project are:

- Database Manual
- Application Software Requirement Specification (SRS)
- Application Software Design Document (SDD- HLD & LLD)
- Installation Manual
- Other relevant technical documentation as required by CEO AP.

Any updates to the documents MUST be made available to the CEO AP to support any changes to requirements, design, etc. All deliverables prepared by the bidder for this assignment and submitted to the CEO, AP will be final after the approval.

D.8.5 Functional Requirement

Basic functional requirement (but not limited to) of the proposed solution is mentioned below.

D.8.6 General Requirement

- i.The application should be a web based and should be accessible through a variety of established channels, including Individual users, mobile phones etc.
- ii.The bidder will be required to provide all the Software and Hardware required to operationalize the application.
- iii.Number of concurrent user can be approx. 25000 to 30000.
- iv.Should support all major internet browsers (Chrome, Mozilla, Safari etc.)
- v.Should be available 24 hours a day, 7 days a week, and accessible from anywhere in the world via the internet.
- vi.Application Scalability: The application SW must be scalable in terms of data storage and performance requirements and be upgradeable to meet future data and performance needs.

D.9 Application Security Audit

The Bidder shall also be responsible for the security audit of the application to be carried out by a Cert-in empanelled agency. The successful bidder shall submit the safe to host certificate from the cert-in empanelled agency to host the application at SDC and without the certification application will not be allowed to host at SDC. The Audit certificate& Audit report shall be submitted to CEO AP & SDC directly by the Audit agency. Cost of the security Audit of all the application developed

under this RFP shall be borne by the successful bidder and no extra cost shall be paid what so ever may be the reason.

D.10 Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the successful bidder towards the implementation and its subsequent support for the project from the date of LoA.

The Successful bidder and CEO, AP shall regularly review the performance of the services being provided by the Successful Bidder and the effectiveness of SLA.

D.10.1 Category of SLAs

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following paragraphs are applicable for the duration of the contract for the 'Penalty shall be calculated on a daily basis'.

The penalty for various delays and deficiencies in —"Design, Development, Implementation& Maintenance of Web GIS Portal and Mobile Applications for Support & Monitoring of Election Activities", implementation and Maintenance services will be as follows:

a) Penalty for delay in execution of project:

If the successful bidder does not complete the project within the stipulated period given in the Scope of Work, a penalty at the rate of 0.5% per day of the contract value will be levied for a maximum period of Three weeks. If the services are not completed even within this period, then the contract will be liable for termination, in part or whole, at the discretion of CEO, AP and at the risk and cost of the selected Bidder.

b) Design and User Acceptance Test:

If any variation found in the scope of works approved by CEO AP at the time of User Acceptance Test (UAT), a penalty at the rate of 10.0% of the total value will be levied and the contract will be liable for termination, in part or whole, at the discretion of CEO, AP and at the risk and cost of the successful bidder. CEO AP will pay the actual amount of work after deduction of penalty.

c) Onsite Maintenance Support:

The successful bidder will provide 4 months on-site/ off site maintenance support for application. If any issues arrived during the contract period, the successful Bidder shall update/fix the issues/problem within 24 hours of complaint received from the CEO AP office. A penalty of Rs. 10,000/- per day beyond 24 hours till resolution of the issues will be levied on Quarterly payment/ Performance Security Deposit and the contract will be liable for termination in part or whole at the discretion of CEO AP and at the risk and cost of the successful bidder.

d) Severity Levels & Penalty for "Design, Development, Implementation & Maintenance of Web GIS Portal and Mobile Applications for Support & Monitoring of Election Activities" Service support during the contract period:

The Successful Bidder should provide post implementation support for 6 months.

SLA for Uptime: For every 1% drop in uptime in each quarter over the required Uptime of 99% a penalty up to 0.1% of the Daily Payment would be liable to be deducted.

e) Service Level for OSU

Penalty on Deployment of Operational Support Unit (OSU) staff:

- i. If the successful bidder is unable to deploy any of the resources (OSU Personnel) from the Roll out of the project, a penalty at the rate of 0.5% per day of the contract value will be levied for a maximum period of one weeks. If the deployment of personnel is not completed even within this one week period, then the contract will be liable for termination, in part or whole, at the discretion of CEO AP and at the risk and cost of the selected Bidder.
- ii. If any of the proposed resources in the bid is not deployed by the successful bidder (except for the reason that resource leaves the organization by submitting resignation with the present employer or physically unfit) a penalty of Rs. 20,000 (Twenty Thousand) per resource will be levied. Bidder has to provide the similar or higher resource within 15 working days failing which Penalty for absence will be applicable.

Note:

- i. Replacement of resources shall generally not be allowed. The replacement of the resource by the bidder will be allowed (with penalty) only in case, there source leaves the organization by submitting resignation with the present employer or physically unfit.
- ii. In case of failure to meet the standards of the CEO AP, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for the replacement / exit.
- iii. The replaced resource will be accepted by the CEO AP only if he/she qualification / experience is same or more mentioned in this RFP and is found suitable to the satisfaction of the CEO AP. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the CEO AP.
- iv. However CEO AP is free to relieve any resource at any time (beyond the minimum committed period) during the contract period without any penalty by serving 15 days advance notice.

Penalty for absence:

- In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing man month rate by number of working days in that month). In addition a penalty of Rs 1000 per working day per resource will be levied on such absence.
- Fraction of a day in the reckoning period in supplies shall be eliminated if it is less than half a day.
- The penalty would be deducted from the applicable payments.

Section E - Bidding Procedure

E.1. Bidding Procedure:

Offers should be made in three parts namely, “Pre-qualification bid”, “Technical bid” and “Financial bid (on GoAP e-Procurement website only)” and in the format given in bid document on e-Procurement website.

- 1.) EMD copy should be uploaded on e-procurement website.
- 2.) Tenders will be accepted only from those who have purchased the Bid Document.
- 3.) All correspondence should be with CEO, AP contact person.
- 4.) A complete set of bidding documents may be purchased by interested bidders from the CEO, AP contact person upon payment of the bid document price which is non-refundable. Payment of bid document price should be by demand draft / cashier’s cheque or certified cheque drawn in favor of “Chief Electoral Officer, Andhra Pradesh” and payable at Vijayawada (India) not later than 1 hour before bid closing date & time.

E.2. Pre-qualification bid:

It shall include the following information about the firm and its proposal.

Format 1 – Pre-Qualification Bid Letter

Format 2 - General Information about the Bidder

Format 3 – Pre qualification Check List

Format 4 – Bid Form

E.3. Technical Bid:

Bids shall be evaluated based on the documents submitted as a part of technical bid. The Technical Bid, besides the other requirements of the RFP, comprise of the following:

1. Format 1: Technical Bid Letter
2. Format 2: Technical Solution
3. Format 3: Schedules for Technical Evaluation Criteria
4. Technical Presentation: CEO, AP shall inform the bidders on technical presentation date and time. All the bidders have to submit the technical presentation copy to CEO, AP after the presentation.

E.4. Financial bid:

The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:

1. Commercial Bid Letter
2. Form F-1,

E.5. Pre-bid Meeting:

Bidders who purchased bid document only will be allowed to participate in the pre-bid meeting to seek clarifications on the bid, if any.

Section F

Bid evaluation procedure:

Technical bid documentation should be in the prescribed format. If a vendor has any comment to offer about the procedural aspects of this tender, it should be intimated to CEO, AP during the pre-bid meeting. In case the schedule or procedure of tender processing is revised, the same shall be communicated by telephone, fax, courier or e-mail as the case may be to all the vendors who have paid the tender document fee.

F.1. Opening of bids:

Immediately after the closing time, the CEO, AP contact person shall open the pre-qualification bid', and list them for further evaluation. The Technical bids of only those bidders who qualify in the pre-qualification bid will be opened at the date that will be informed by CEO, AP. After evaluation of technical bids, the financial bids of only those bidders who are qualified in technical evaluation will be opened.

F.1.1 EMD Validity:

The EMD will be scrutinized first for the amount and validity period. The bids submitted with required EMD amount and validity shall be considered for the evaluation. The bids submitted with insufficient EMD amount/validity will be treated as disqualified bids and those bids will not be considered for further evaluation.

F.2. Pre-qualification bid documentation:

The Pre-qualification bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project. In the second step, CEO, AP may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in Pre-qualification bid documentation.

F.3. Technical bid documentation:

Technical bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the product /services offered, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project. In the second step, CEO, AP may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

F.4. Evaluation of Bid:

a. The commercial bids of only technically successful Bidder(s) whose bids have been awarded 70 or more marks in aggregate by the Committee will be opened. The evaluation will be carried out if Commercial bids are complete and computationally correct. The lowest Commercial proposal will be allotted a Commercial score of 100 marks. The Commercial score of other Bidder(s) will be computed by measuring the respective Commercial bids against the lowest proposal.

b. The bidder with the Highest Technical Marks will be awarded 100 marks and others bidders will be awarded on a percentile basis (e.g.) if the highest technical Marks is 90, the T1bidder will get (Tm) 100 marks. A bidder awarded 80 marks will get $(80/90) \times 100 = 88.88$ Marks.

c. Computing the final ("T1-L1") marks:

The composite score is a weighted average of the Technical and Commercial Scores. The ratio of

Technical and Commercial score is 70:30 respectively. The composite (T1 – L1) marks will be derived using the following formula:

T1 & L1 evaluation

Technical Marks (TM) = Bidders actual Technical Score (ATS) / Highest Technical Score (HTS)
Commercial Marks (CM) = Lowest Commercial Score (LCS) / Bidders actual Commercial Score (ACS)
Composite (T1 – L1) marks = $(TM * 0.70 + CM * 0.30) * 100$

Thus the composite (T1 – L1) marks shall be out of a maximum of 100 marks. The responsive Bidder(s) will be ranked in descending order according to the composite (T1 – L1) marks, which is calculated based on the above formula. The highest-ranking Bidder as per the composite (T1 – L1) marks will be selected. These evaluation criteria will be weighted by CEO, AP management and applied to Bidder responses to determine which Bidder is the Most Preferred Bidder for CEO, AP.

F.5. Award Criterion:

Final choice of firm to execute the project shall be made on the basis of conformity to technical specifications, appropriateness of the product offered, capability of bidder to execute and service the project and appropriateness of financial offer from the point of view of cost-effectiveness over the entire maintenance period for the product/services.

Section G - General instructions to the bidders

G.1. Definitions:

1. Tender call or invitation for bids means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
2. Specification means the functional and technical specifications or statement of work, as the case may be.
3. Firm means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
4. Bidder means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom CEO, AP signs the contract for rendering of goods and services.
5. Pre-qualification and Technical bid means that part of the offer that provides information to facilitate assessment by CEO, AP, professional, technical and financial standing of the bidder, conformity to specifications etc.
6. Financial Bid means that part of the offer, that provides price schedule, total project costs etc.
7. Three parts Bid means the pre-qualification bid, technical and financial bids submitted in to through eProcurement portal.
8. Two parts Bid means the Technical bid (including Pre-Qualification) and financial bid submitted through eProcurement portal and their evaluation is sequential.
9. Composite bid means a bid in which the technical and financial parts are combined into one but their evaluation is sequential.
10. Goods and services mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
11. The word goods when used singly shall mean the hardware, firmware component of the goods and services.
12. Maintenance period means period mentioned in bid document for maintaining the systems beyond warranty period.

G.2 General Eligibility

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

G.3 Bid forms

1. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required

information, space at the end of the form or additional sheets shall be used to convey the said information.

2. For all other cases the bidder shall design a form to hold the required information.

G.4 Cost of bidding

1. The bidder shall bear all costs associated with the preparation and submission of its bid, and CEO, AP will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
2. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

G.5 Clarification of bidding documents

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

G.6 Amendment of bidding documents

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

G.7 Period of validity of bids

1. Bids shall remain valid for the days or duration specified in the bid document, after the date of bid opening prescribed by CEO, AP. A bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the CEO, AP may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.

G.8 Submission of bids

1. The bidders shall submit all the bids i.e., Pre-Qualification, Technical and Financial Bids on e-Procurement website only.

G.9 Deadline for submission of bids

1. Bids must be submitted on e-procurement website not later than the bid submission date and time specified in the tender call notice.
2. The CEO, AP may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the CEO, AP and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

G.10 Late bids

Any bid not submitted through online, before bid closing time will be rejected.

G.11 Modification and withdrawal of bids

1. No bid can be modified subsequent to the deadline for submission of bids.
2. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD).

G.12 General Business information:

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

G.13 Bid security i.e. Earnest Money Deposit (EMD)

1. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.
2. The bid security is required by CEO, AP to:
 - a. Assure bidder's continued interest till award of contract and
 - b. Conduct in accordance with bid conditions during the bid evaluation process.
3. The bid security shall be in Indian rupees and shall be a bank guarantee or an irrevocable letter of credit or cashier's certified check, issued by a reputable bank scheduled in India and having at least one branch office in Vijayawada.
4. Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by CEO, AP.
5. The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security,
6. The bid security may be forfeited:
 - a. if a bidder withdraws its bid during the period of bid validity or
 - b. in the case of a successful bidder, if the bidder fails:
 - i. to sign the contract in time; or
 - ii. To furnish performance security.

G.14. Preparation of Pre-qualification bid

It shall contain of the following parts:

1. General business information
2. Turnover details
3. Major clients' details
4. Office location details
5. Bid security (EMD)
6. Any other relevant information

G.15 Preparation of technical bid

It shall consist of the following parts.

1. Detailed technical documentation, reference to various industry standards to which the services included in vendor's offer conform, and other literature concerning the proposed solution.
2. Operational support

G.16 Preparation of financial bid

1. Overview of financial bid

The financial bid should provide cost calculations corresponding to each component of the project.

1. Bid prices

- a. The bidder shall indicate the unit prices (where applicable) and the total bid price of the services it proposes to supply under the contract.
- b. The bidder shall indicate Basic Prices and taxes, duties etc. (if required) in the form prescribed.
- c. Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by CEO, AP and will not in any way limit the purchaser's right to contract on any of the terms offered.
- d. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2. Bid currency:

Prices shall be quoted in Indian rupees.

Section H-Bid Evaluation Procedure

H.1.Outline of bid evaluation procedure

The evaluation process of the tender, proposed to be adopted by CEO, AP is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that CEO, AP may adopt. However, CEO, AP reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

H.2. General Guidelines for bid opening and evaluation:

Bids will be in three parts (pre-qualification, technical and financial) or two parts (PQ & Technical bid together and financial) or composite bid (technical and financial bid together) as indicated in the tender call. For three part bids there will be three bid opening events, in two part bid there will be two bid opening events and in case of composite bids there will be only one bid opening event. Following guidelines will generally be followed by CEO, AP officers at each such event. However CEO, AP may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing and consequent project execution.

H.3 Opening of bids

Bids will be opened on the e-Procurement web site at the scheduled time & date.

- a) The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the CEO, AP officer at his/her discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.
- b) Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

H.4.Preliminary examination of Bids

1. Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
3. CEO, AP may waive any minor informality, nonconformity 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.
4. Prior to the detailed evaluation, CEO, AP will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
5. If a bid is not substantially responsive, it will be rejected by the CEO, AP and may not subsequently be made responsive by the bidder by correction of the nonconformity.

H.5. Clarification of bids

During evaluation of the bids, CEO, AP may, at its discretion, ask the bidder for clarification of its bid.

Any Queries / representations should be submitted within 2 days from the date of publishing of the tender. CEO, AP reserves the right to consider or not to consider the Queries received from the bidders.

H.6. Evaluation of Pre – qualification bids

Bidders need to fulfill all the pre-qualification conditions mentioned in Section B. CEO, AP 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.

A bid determined as not substantially responsive will be rejected by CEO, AP and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

CEO, AP 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.

H.7. Evaluation of technical bids

The pre-qualified bidders' technical bid document will be evaluated as per the requirements specified in the RFP and adopting the technical evaluation criteria spelt out in section B.

CEO, AP shall request the bidders to make a presentation on their proposal to an Evaluation Committee and date, timing of the presentation shall be informed to the bidders in advance.

All the bidders who **secure a Technical Score of 70 (70%)** or more will be declared as technically qualified. The commercial bids of only the technically qualified bidders will be opened for further processing. It is, however, clarified that, subject to other provisions of this Document, every bidder will have to fulfill the minimum technical specifications laid down in the RFP for being qualified technically.

In order to assist in the examination, evaluation and comparison of Bids, CEO, and AP may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. However, while giving a clarification, a Bidder may offer a higher scope of work without any impact on Financial Bid to be opened subsequently.

CEO, AP 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.

H.8. Evaluation of financial bids

Financial bids of those vendors who qualify all phases of the pre-qualification and technical bid will only be opened. All other financial bids will be ignored. CEO, AP will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid CEO, AP may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer.

1. Bids will be evaluated Schedule wise in each schedule.
2. Evaluation of Financial Bids will be excluding taxes.

H.9.Evaluation and comparison of financial bids

1. Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of user.
2. Evaluation of financial bid will take into account, in addition to the basic bid price, one or more of the following factors
 - a.) The projected costs for the entire contract period;
 - b.) Past track record of bidder in supply/ services and
 - c.) Any other specific criteria indicated in the tender call and/or in the specifications.

H.10. Performance and productivity of the equipment

Bidders shall state the guaranteed performance or efficiency in response to the specifications.

H.11.Contacting CEO, AP

1. Bidder shall not approach CEO, AP officers outside of office hours and / or outside CEO, AP office premises, from the time of the tender call notice to the time the contract is awarded.
2. Any effort by a bidder to influence CEO, AP officers in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the CEO, AP, it should do so in writing.

H.12.CEO, AP' right to vary quantities at time of award

- i) CEO, AP reserves the right to place any number of staggered orders during the contract period.
- ii) CEO, AP reserves the right not to place any supply / purchase order whatsoever, irrespective of finalization of the L1 bidder.
- iii) The RFP / contract does not confer any right whatsoever on the bidder/L1 Bidder for demanding CEO, AP to place order on them.

H.13.CEO, AP' right to accept any bid and to reject any or all bids.

Any deviations in the formats may make the bid liable for rejection.

CEO, AP reserves the right to modify / extend / cancel the tender at any point of time without giving any prior notice / any reasoning.

H.14. Notification of award

- a. Prior to expiration of the period of bid validity, CEO, AP will notify the successful bidder in writing, that its bid has been accepted.
- b. Upon the successful bidder's furnishing of performance security, CEO, AP will promptly notify each unsuccessful bidder and will discharge its bid security.

H.15. Signing of contract

- a. At the same time as the CEO, AP notifies the successful bidder that its bid has been accepted, the CEO, AP will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- b. On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the CEO, AP.

H.16. Performance security

- a. On receipt of notification of award from the CEO, AP, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the CEO, AP.
- b. Failure of the successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the CEO, AP may make the award to another bidder or call for new bids.

H.17. Corrupt, fraudulent and unethical practices

- a. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution and
- b. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition:
- c. “Unethical practice” means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc. after opening of first bid will be treated as unethical practice.
- d. CEO, AP will reject a proposal for award and also may debar the bidder for future tenders in CEO, AP, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

Section I - General conditions of proposed contract (GCC)

I.1. Definitions

In this contract, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidders section shall have the same meaning.

- a.) "Contract" means the agreement entered into between the CEO, AP and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b.) "Contract price" means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;
- c.) "Incidental services" means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the vendor covered under the contract;
- d.) "GCC" means the general conditions of contract contained in this section.
- e.) "SCC" means the special conditions of contract if any.
- f.) "CEO, AP" means Chief Electoral Officer, Andhra Pradesh.
- g.) "Purchaser/ User" means ultimate recipient of goods and services
- h.) "Vendor or Bidder" means the individual or firm supplying the goods and services under this contract.
- i.) "Project site", where applicable, means the place(s) where goods/services are to be made available to user.
- j.) "Day" means calendar day.
- k.) "Up time" means the time period when specified services with specified technical and service standards are available to user(s)
- l.) "Down time" means the time period when specified services with specified technical and service standards are not available to user(s).

I.2 Application

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

I.3 Standards

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

I.4 Use of documents and information

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

2. The Vendor shall not, without prior written consent of CEO, AP, make use of any document or information made available for the project, except for purposes of performing the Contract.
3. All project related document (including this bid document) issued by CEO, AP, other than the contract itself, shall remain the property of the CEO, AP and shall be returned (in all copies) to the CEO, AP on completion of the Vendor's performance under the contract if so required by the CEO, AP.

I.5. User license and patent rights

1. The Vendor shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the vendor shall act expeditiously to extinguish such claim. If the vendor fails to comply and the CEO, AP is required to pay compensation to a third party resulting from such software piracy, the vendor shall be responsible for compensation including all expenses, court costs and lawyer fees. The CEO, AP will give notice to the vendor of such claim, if it is made, without delay.
2. The Vendor shall indemnify the purchases against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software package or any part thereof.

I.6. Performance security

1. On receipt of notification of award, the Vendor shall furnish performance security to CEO, AP in accordance with bid document requirement.
2. The performance security shall be payable to the CEO, AP as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
3. The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to CEO, AP and shall be in one of the following forms:
 - a. A bank guarantee or an irrevocable letter of credit, issued by a reputed bank located in India with at least one branch office in Vijayawada, in the form provided in the bidding document or another form acceptable to the CEO, AP; or
 - b. A crossed demand draft or pay order drawn in favor of the CEO, AP.
4. The performance security will be discharged by the CEO, AP and returned to the Vendor not later than thirty (30) days following the date of completion of all formalities under the contract and if activities, post warranty, by the Vendor is envisaged, following receipt of a performance guarantee for annual maintenance as per bid document.

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

I.7. Manuals and drawings

1. Before the goods and services are taken over by the user, the Vendor shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).
2. The Vendor shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler, system software and the other software.
3. The Vendor shall maintain all the documents up-to-date.

I.8. Right of Monitoring, Inspection and Periodic Audit

1. The Successful bidder shall provide to CEO, AP or its nominated agency (Third Party Auditor) reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Successful bidder shall make every reasonable effort to co-operate with them.
2. CEO, AP reserves the right to inspect and monitor/assess the progress/performance/maintenance of the Data Centre at any time during the course of the Contract, after providing due notice to the Successful bidder.
3. CEO, AP shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by CEO, AP and the Successful bidder undertakes to cooperate with and provide to the CEO, AP/ any other agency appointed by CEO, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Successful bidder failing which the CEO, AP may without prejudice to any other rights that it may have issue a notice of default.

I.9. Statutory Requirements

1. During the tenure of this Contract nothing shall be done by the Successful bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep CEO AP indemnified in this regard.
2. The Successful bidder and their personnel/representative shall not alter / change / replace any hardware component proprietary to CEO AP and/or under warranty or AMC of third party without prior consent of CEO AP
3. The Successful bidder and their personnel/representative shall not without consent of CEO AP install any hardware or software not purchased / owned by the CEO AP

I.10. Duration of the Contract

The CONTRACT shall remain valid for a period of 3 (Three) years from the date of signing of contract.

I.11. Information Security

1. The Successful bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by CEO AP, premises without prior written permission from the CEO AP
2. The Successful bidder shall adhere to the Information Security policy developed by the CEO AP
3. Successful bidder acknowledges that CEO AP business data and other CEO AP proprietary information or materials, whether developed or being used by CEO AP pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to CEO AP and Successful bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or

disclosure thereof, which care shall not be less than that used by Successful bidder to protect its own proprietary information.

4. Successful bidder recognizes that the goodwill of CEO AP depends, among other things, upon Successful bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Successful bidder could damage CEO AP and that by reason of Successful bidder Agency's duties hereunder.
5. Successful bidder may come into possession of such proprietary information even though Successful bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Successful bidder shall use such information only for the purpose of performing the said services.
6. Successful bidder shall, upon termination of this agreement for any reason or upon demand by CEO AP, whichever is earliest return any and all information provided to Successful bidder by CEO AP including any copies or reproductions, both hard copy and electronic.

I.12. Indemnity

1. The Successful bidder shall execute and furnish to CEO, AP a Deed of Indemnity in favour of the CEO, AP in a form and manner acceptable to CEO, AP, indemnifying CEO, AP from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 2. Any negligence or wrongful act or omission by the Successful bidder Team or any sub-contractor Agency/ third party in connection with or incidental to this Contract; or
 3. A breach of any of the terms of the Successful bidder's Bid as agreed, the Tender and this Contract by the Successful bidder, their Team or any sub-Implementation Agency/ third party.
 4. The indemnity shall be to the extent of 100% in favour of the CEO, AP.

I.13. Transportation

Transport of the goods to the project site(s) shall be arranged by the vendor at his cost.

I.14. Hardware Installation

The vendor is responsible for all unpacking, assemblies, mount, installations and connecting to power supplies & patch cables. The vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

I.15. Incidental services

1. The Vendor may be required to provide any or all the following services, including additional services :
 - a. Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract, and
 - b. Training of CEO, AP and/or its user organization personnel, at the Vendor's site and / or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied goods and services.
 - c. Prices charged by the Vendor for the preceding incidental services, if any, should be indicated separately (if required), and same will be mutually negotiated separately.

I.16. Spare parts

1. The bidder shall specify in the Technical Proposal the complete list of spares that will be maintained for meeting the various SLA parameters specified in the RFP.
2. The successful bidder shall stand guarantee for the supply of spares of all the equipment under the scope of supply for a minimum period of 3 years from the date of sign-off of the Contract.

I.17. Warranty

3. The Vendor warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
4. The warranty period shall be as stated in bid document. The Vendor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the Vendor shall, make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out further performance tests.
5. The equipment supplied should achieve required up time.
6. User shall promptly notify the Vendor in writing of any claims arising under this warranty.
7. Upon receipt of such notice, the Vendor shall, within the period specified in GCC and with all reasonable speed, repair or replace the defective goods and services or parts thereof, without costs to the user.
8. If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the user may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the CEO, AP /user may have against the Vendor under the contract.

I.18. Maintenance service

1. Free maintenance services including spares shall be provided by the vendor during the period of warranty. User, at its discretion may ask the vendor to provide maintenance services after warranty period, i.e. Annual maintenance and repairs of the system at the rates indicated by bidder in its proposal and on being asked so, the vendor shall provide the same. The cost of annual maintenance and repairs cost (after warranty period), which will include cost of spares replaced, shall be paid in equal quarterly installments at the end of each quarter.
2. The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineers to report to the installations after a request call/telegram is made or letter is written) shall not exceed 48 hours.
3. The vendor will accomplish preventive and breakdown maintenance activities to ensure that all hardware, and firmware execute without defect or interruption for at least required up time.

4. In case up time is less than the stipulated up time, penalty as indicated in the bid document shall be imposed on the vendor.
5. The amount of penalty if any will be recovered at source from the performance guarantee during the warranty or from annual maintenance charges payable as the case may be.

I.19. Payment

1. The vendor's request(s) for payment shall be made to the CEO, AP / Department in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/performed.
2. Payments shall be made promptly by the CEO, AO, but in no case later than (60) days after submission of a valid invoice or claim by the vendor.
3. The currency of payment will be Indian rupees.
4. Payment shall be made as indicated in Bid document.
5. The annual maintenance and repair cost as per separate agreement if any shall be paid in equal quarterly installments at the end of each quarter as per the rates quoted and agreed.
6. Payment will be made through Cheque/online.

I.20. Prices

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

I.21. Change orders

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

- i. Drawing, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the CEO, AP;
- ii. The method of shipment or packing;
- iii. The place of delivery and/or the services to be provided by the Vendor. If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the change order.

I.22. Contract amendment

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

I.23. Assignment

The Vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent from CEO, AP.

I.24. Subcontracts

The Vendor shall notify the CEO, AP in writing of all subcontracts awarded under this contract if not already specified in the bidder's proposal. Such notification, in the original bid or later, shall not relieve the Vendor from any liability or obligation under the contract. Subcontract shall be only for bought-out items and sub-assemblies.

I.25. Delays in the supplier's performance

1. Performance of the data center services shall be made by the Vendor in accordance with the SLAs specified by the CEO, AP in the Section-D.
2. If at any time during the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely service delivery and performance of services, the Vendor shall promptly notify the CEO, AP in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, CEO, AP shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages.
3. A delay by the Vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of appropriate liquidated damages, unless an extension of time is agreed upon by CEO, AP without liquidated damages.

I.26. Liquidated damages

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

I.27. Termination for default

1. The CEO, AP, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:
 - a. if the Vendor fails to deliver any or all of the services within the time period(s) specified in the contract, or within any extension thereof granted by the CEO, AP pursuant to Clause 25 of GCC or
 - b. if the Vendor fails to perform any other obligation(s) under the Contract or
 - c. If the Vendor, in the judgment of the CEO, AP has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. In the event the CEO, AP terminated the contract in whole or in part, CEO, AP may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the CEO, AP for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

I.28. Force majeure

1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such

events may include, but are not restricted to, acts of the CEO, AP in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

I.29. Termination for insolvency

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

I.30. Termination for convenience

1. CEO, AP, May at any time by giving 30 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the CEO, AP's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.
2. The services that are provided by Successful bidder within thirty (30) days after the vendor's receipt of notice of termination shall be accepted by the CEO, AP at the contract terms and prices.

I.31. Resolution of disputes

1. The CEO, AP and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the CEO, AP and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
3. The dispute resolution mechanism shall be as follows:
4. In case of a dispute or difference arising between the CEO, AP and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

I.32. Governing language

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

I.33. Applicable law

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

I.34. Notices

1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's address.
2. A notice shall be effective when delivered or tendered to other party whichever is earlier.

I.35. Taxes and duties

The vendor shall be entirely responsible for all taxes, GST, duties, license fee, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned. However any new taxes introduced by GoI / GoAP during validity of the contract it will be applicable to both parties (i.e. Supplier/Purchaser).

I.36. "No Claim" Certificate

The Successful bidder shall not be entitled to make any claim, whatsoever against the CEO AP under or by virtue of or arising out of this contract, nor shall the CEO AP entertain or consider any such claim, if made by the Successful bidder after he shall have signed a "No claim" certificate in favour of the CEO, AP in such forms as shall be required by CEO, AP after the works are finally accepted..

I.37. Exit Management:

1. Exit Management Purpose

This Schedule sets out the provisions, which will apply on expiry or termination of the SLA, Operation and Management of project.

The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2. Transfer of Assets

The Successful Bidder shall be entitled to use the Assets for the duration of the exit management period, which shall be the four month period from the date of expiry of contract, or termination of the SLA.

3. Cooperation and Provision of Information

During the exit management period the Successful Bidder will allow CEO AP access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable CEO AP to assess the existing services being delivered.

4. Confidential Information, Security and Data

The Successful Bidder will promptly on the commencement of the exit management period, supply to the CEO AP the following:

- Information relating to the current services rendered and performance data relating to the performance of the services;
- Documentation relating to CEO AP, Project's Intellectual Property Rights; any other data and confidential information related to project;
- All current and updated Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacement Successful Bidder in a readily available format.
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the CEO AP, or its Replacement Successful Bidder to carry out due diligence in order to transition the provision of the Services to Client or its nominated agencies, or its Replacement Successful Bidder (as

the case may be).

5. Employees

- Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to CEO AP a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period;
- To the extent that any Transfer Regulation does not apply to any employee of the Successful bidder, CEO, AP or Replacement Successful Bidder may make an offer of employment or contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by CEO, AP or any Replacement Successful bidder.

6. Rights of Access to Information

At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to CEO, AP, and/or any Replacement Successful Bidder in order to make an inventory of the Assets (including hardware / Software / Active / passive), layouts, diagrams, schematics, documentations, manuals, catalogs, archive data, IP addressing, Live data, policy documents or any other material related to Project.

7. Exit Management Plan

- The Successful Bidder shall provide CEO, AP with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Operation and Management SLA and Scope of work definition.
- A detailed program of the transfer process that could be used in conjunction with a Replacement Successful Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- Plans for the communication with such of the Successful bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- Plans for provision of contingent support to Project and Replacement Successful Bidder for a reasonable period after transfer.
- The Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- Each Exit Management Plan shall be presented by the Successful Bidder to and approved by CEO AP
- The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule.
- In the event of termination or expiry of SLA, Operation and Management SLA or Scope of Work each Party shall comply with the Exit Management Plan.
- During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
- Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

- This Exit Management plan shall be furnished in writing to CEO AP within 15 days from the Effective Date of this Agreement.

I.38. Risk Management

Successful bidder shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the Successful bidder under this Contract. Successful bidder shall underwrite all the risk related to its personnel deputed under this Contract as well as equipment and components of the project, procured, equipment, tools and any other belongings of the Successful bidder or their personnel during the entire period of their engagement in connection with this Contract and take all essential steps to reduce and mitigate the risk. State Government will have no liability on this account.

I.39. Confidentiality:

The Successful bidder shall not use any Information (Including but not limited to Data, CCTV records, citizen Records etc.), the name or the logo of department except for the purposes of providing the Service as specified under this contract;

The Successful bidder may only disclose Information in the following circumstances:

- With the prior written consent of CEO, AP.
- To a member of the Implementation Agency's Team ("Authorized Person") if:
 - The Authorized Person needs the Information for the performance of obligations under this contract;
 - The Authorized Person is aware it and is obliged to use it only for the performance of obligations under this contract

The Successful bidder shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality agreement with the members of the sub-contractor Agency and other service provider's team members to the satisfaction of the CEO, AP.

The Successful bidder shall sign a Non-Disclosure Agreement (NDA) with CEO, AP. The Agency, its antecedents and the sub-Implementation Agency shall be bound by the NDA. The will be held responsible for any breach of the NDA by its antecedents, delegates or sub-Implementation Agency.

The Successful bidder shall notify CEO, AP promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of CEO, AP.

The Successful bidder shall be liable to fully recompense CEO, AP for any loss of revenue arising from breach of confidentiality. CEO, AP reserves the right to adopt legal proceedings, civil or criminal, against the Successful bidder in relation to a dispute arising out of breach of obligation by the Successful bidder under this clause.

The Successful bidder shall not take away or remove in whatever manner any information on any media like but not limited to Floppy, Digital Drives, CDs, DVDs, email etc. from CEO AP office without the specific written permission of CEO, AP. Successful bidder, if required, shall take specific permission for each such event.

The Successful bidder shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the contract for any purpose except strictly for discharging his obligation under the contract and no more.

Section J

Formats to Response to the Tender – Pre-Qualification Bid

Form-P1– Bid Letter Form

Bid Letter Form

From:
(Registered name and address of the bidder.)

To:
Chief Electoral Officer
Room No.192, Ground Floor, Building No.5,
Andhra Pradesh Secretariat, Velagapudi,
Amaravati-522238, Andhra Pradesh

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the works in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender Ref. no _____ call dated

Project title:

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

If our bid is accepted, we undertake to;

1. provide services/execute the work according to the time schedule specified in the bid document,
2. obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

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

Place:
Date:

Bidder's signature
and seal.

Form- P2 – Pre-Qualification Bid Letter

To,
Chief Electoral Officer
Room No.192, Ground Floor, Building No.5,
Andhra Pradesh Secretariat, Velagapudi,
Amaravati-522238, Andhra Pradesh

Sir/ Madam,

Subject: Appointment of an Agency for Design, Development, Implementation and Maintenance of Applications for Chief Electoral Officer's Office of Andhra Pradesh

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

a. **EARNEST MONEY DEPOSIT (EMD)**

We have enclosed an EMD in the form of a Demand Draft for the sum of Rs.10,00,000/- (Rupees Ten Lakhs only). This EMD is liable to be forfeited in accordance with the provisions mentioned in this RFP.

b. **CONTRACT PERFORMANCE GUARANTEE BOND**

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in Annexure II - Proforma and as per the RFP.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,
Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form-P3 - General Information about the Bidder

Details of the Bidder (Company)			
1.	Name of the Bidder		
2.	Address of the Bidder		
3.	Status of the Company (Public Ltd/ Pvt.Ltd)		
4.	Details of Incorporation of the Company	Date:	
		Ref. #	
6.	Details of Commencement of Business	Date:	
		Ref. #	
8.	Valid AP GST registration no.		
9.	Permanent Account Number (PAN)		
10.	Name & Designation of the contact person to whom all references shall be made regarding this tender		
11.	Telephone No. (with STD Code)		
12.	E-Mail of the contact person:		
13.	Fax No. (with STD Code)		
14.	Website		
15.	Certifications		
16.	Financial Details (as per audited Balance Sheets) (in Cr)		
17.	Year	2015-2016	2016-2017
18.	Net Worth		
19.	Turn Over		
20.	PAT		

Form-P4- Turnover Details

Turnover details as per pre-qualification criteria of this document (taking in to consideration all the amendments issued to this document if any) are to be provided along with supporting documents.

Turnover Details

SL. no	FY Year	Total Turnover of bidder (Rs.)	Turnover of the firm	Profit after Tax (Rs.)
	(1)	(2)	(3)	(4)
1	2015-2016			
2	2016-2017			
3	2017-2018			

Place:

Bidder's signature

Date:

and seal.

Form-P5- Experience in GIS based application

GIS Based application(s) for Government / Semi Government / PSU":

Project value 30 lacs - 1 (nos.) Project OR

Project value 20 lacs - 2 (nos.) Project OR

Project value Rs. 10 lacs - 3 (nos.) Project

S.No	Name of the Project with Customer details	Year of Contract	Project Value	Central Government Department/ State Government Department/ PSU/ Govt. Undertakings	Brief Description about the work	Enclose Purchase Order /Contract Agreement (Y/N)

Place:
Date:

Bidder's signature
and seal.

Form-P6

Declaration Regarding Clean Track Record

To,
Chief Electoral Officer
Room No.192, Ground Floor, Building No.5,
Andhra Pradesh Secretariat, Velagapudi,
Amaravati-522238, Andhra Pradesh

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____]. I hereby declare that my company/Consortium Partners has not been debarred/ black listed as on Bid calling date by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations, in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form-P7– Non-Blacklisting

Format for Self-Declaration on Blacklisting

(Company Letterhead)

To,

[Date]

Chief Electoral Officer
Room No.192, Ground Floor, Building No.5,
Andhra Pradesh Secretariat, Velagapudi,
Amaravati-522238, Andhra Pradesh

Sir,

In response to the RFP No. _____
dated _____ for quoting against the RFP as an Director of M/s << Bidder>> , I / We hereby
declare that our Company / Firm _____ is having unblemished past record and was
not declared blacklisted or ineligible to participate for bidding as on date of submission of the bid
by **any State/Central Govt. or PSU** due to, breach of general or specific instructions, corrupt
/fraudulent , Non Performance or any other unethical business practices.

Yours faithfully,

Authorized Signatory _____
Name _____
Designation _____
Company name _____

Form-P8-Declaration for Dedicated Resource Deployment

Declaration for Dedicated Resource Deployment

To,
Chief Electoral Officer
Room No.192, Ground Floor, Building No.5,
Andhra Pradesh Secretariat, Velagapudi,
Amaravati-522238, Andhra Pradesh

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No._____]. I confirm that we will provide the best of our resources and the people proposed by us will be dedicated to CEO AP project duly meeting to the criteria mentioned in the Section-D of this RFP. Further, we also confirm that CEO AP may interview the key resources proposed by us and confirm their acceptability. In any event if a resource is found unfit by CEO AP we agree to change the same and provide CEO AP with a replacement within reasonable time so as to not affect the services/project timelines. Further, this team deployed will be reporting to CEO AP identified SPOC for all day to day activities and reporting. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form-P9 – Pre qualification Check List

SNo	Clause	Documents Required	Forms	P.No
1.	The bidder should be a System Integrator or IT Company for participation in this Tender. The bidder should be registered under the Indian company's act-1956/ 2013 or registered partnership act 1932.	a) Certificates of incorporation/ Registration Certificate b) Memorandum of Association	Form-P3	
2.	The Bid can be submitted by an individual or a consortium. In case of consortium applicant, consortia shall submit a valid Memorandum of Understanding (MOU)/agreement. "Consortium" shall mean more than one company which joins with other companies of complementing skills to undertake the scope of work defined in this RFP.	Memorandum of Understanding (MOU)/agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original to CEO, AP office at Velagapudi within one working day of bid submission. The MoU /agreement shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member.		
3.	The bidder should have financial turnover of Rs. 2 Crore or above in each of the last 3 financial years 2015-16, 2016-17 & 2017-18 from software development, System Integration and Bidder should be a profit making organization, and should have positive net worth as per audited balance sheet of last 3 financial year.	The bidder to submit Certificate with CA's Registration Number/ Seal, Copies of audited balance sheet, profit & loss statements with confirming Positive Net Worth.	Form-P4	
4.	The bidder should have experience in "GIS Based application(s) for Government / Semi Government / PSU": Project value 30 lacs - 1 (nos.) Project OR Project value 20 lacs - 2 (nos.) Project OR Project value Rs. 10 lacs - 3 (nos.) Project	The bidder should furnish Purchase Order/ Work Order/Contract Agreement copies.	Form-P5	
5.	The bidder should have at least one office in any of the 13 districts of AP.	Office Address details along with the supporting document. If the bidder does not have office in A.P., the bidder shall submit the undertaking stating that office will open within 3 months from the date of signing of contract /	Self Certification	

SNo	Clause	Documents Required	Forms	P.No
		Purchase Order, beyond that 5% penalty shall be deducted on invoice value. Self-declaration with competitive executive duly authorized by apex body of the organization should be submitted to this effect.		
6.	The bidder must have on its roll at least 100 technically qualified professionals in the area of software development, systems integration & prior experience in providing similar services as on bid calling date.	Certificate from bidders HR Department for number of technically qualified professionals employed by the company.	Self Certification	
7.	The bidder should submit declaration stating that they are not debarred/blacklisted by any State Government, Central Government, Central & State Govt.	Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations in India for non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices in Form-P7	Form-P7	
8.	The bidder must give declaration stating that the resources deployed under this project shall be dedicated for this project reporting to Government during the entire project as per the Form-P11.	Declaration in this regard by the authorized signatory of the bidder should be attached as per Form-P8	Form-P8	
9.	DD against Tender Paper Cost for amount Rs.25,000/-(Twenty Five thousand only)	DD No. Bank: Date:		
10.	DD / Bank Guarantee (180 days validity) against Earnest Money Deposit for amount Rs.2,00,000/- (TwoLakhs only)	DD/ BG No. Bank: Date: BG Validity:		

Section K

Formats to Response to the Tender – Technical Bid

Form-T1 – Technical Bid Letter

To,
Chief Electoral Officer
Room No.192, Ground Floor, Building No.5,
Andhra Pradesh Secretariat, Velagapudi,
Amaravati-522238, Andhra Pradesh

Sir/ Madam,

Subject: Appointment of an Agency for Design, Development, Implementation and Maintenance of Applications for Chief Electoral Officer's Office of Andhra Pradesh

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft/ Bank Guaranty for the sum of Rs.10,000,00/- (Rupees Ten Lakhs only). This EMD is liable to be forfeited in accordance with the provisions of the RFP.

2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents

3. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in Annexure II - Proforma.

4. BID VALIDITY PERIOD

We agree to abide by this bid for a period of 180 days after the date fixed for bid opening or for any further period for which bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,
Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form-T2- Experience in Election Management

Experience in management of pre-election, Election Day, post-election with any state Election commission during last 3 years as on bid calling date

S.N o	Name of the Project with Customer details	Year of Contract	Project Location	Brief Description about the work	Enclose Purchase Order /Contract Agreement (Y/N)

Place:

Date:

Bidder's signature
and seal.

Form-T3 – Technical Solution

1. The Bidder is required to describe the proposed Technical Solution in this section. Following should be captured in the explanation:

- Extent of compliance to the scope of work specified in section-D
- Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed.

Schedule: Resources to be deployed for the project

Criteria					
The Resources deployed by the Successful bidder for the entire contract period at the project					
S. No.	Type of resource	Name of the Resource	Key Responsibilities	Academic Qualifications and Certifications	Years of Relevant Experience
1					
2					
3					
4					
5				

Section L

Formats to Response to the Tender – Financial Bid

Form-F1 – Commercial Bid Letter

To,
Chief Electoral Officer
Room No.192, Ground Floor, Building No.5,
Andhra Pradesh Secretariat, Velagapudi,
Amaravati-522238, Andhra Pradesh

Sir/ Madam,

Subject: Appointment of an Agency for Design, Development, Implementation and Maintenance of Applications for Chief Electoral Officer's Office of Andhra Pradesh

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of Appointment of an Agency for Supply, Installation, Configuration, Operations and Maintenance of Physical & IT Infrastructure Components for State Data Centre do hereby propose to provide services as specified in the Tender documents number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of the Tenders.
- We hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax is altered under the law, we shall pay the same.

2.UNIT RATES

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3.DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents.

4.TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

5.QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

6.BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Schedule of Requirements and Tender documents. These prices are indicated in Form F- 1 including cost breakup Form F1-1, F1-2of this Section attached with our Tender as part of the Tender.

7.CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in Annexure II- Proforma.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form-F2- Financial Format

S. No.	Description	Cost
1.	Manpower Cost (Form-F3)	
2.	One time charges for Application(s) as per scope of Work with 6 (Four) Months Operations and Maintenance/Support	
	GST	
	Total	
Total Project cost :Rs. (in words Rupees)		
The Bidder are requested to take into account the Scope of Work and SLA while quoting for the project.		

Form-F3 Breakup for Manpower Cost

S. No	Description	Number Of Resources (A)	Amount Per Resource (INR) (B)	Total cost for project duration (INR) (A*B)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
Total (Manpower Cost) for project duration				

(Signature of Bidder)

Note:-

1. Evaluation of Financial Bids will be including taxes.

Annexure I- EMD- BG Format

CEO, AP Ref. No.....

Bid Security (EMD) Form

(To be issued by a bank scheduled in India and having at least one branch in Vijayawada)

Whereas..... (Herein after called “the Bidder”) has submitted its bid Dated
..... (Date) for the execution of..... (Herein after called “the Bid”)

KNOW ALL MEN by these presents that We of having our registered
office at..... (hereinafter called the “Bank”) are bound into the Chief Electoral Officer,
Andhra Pradesh (hereinafter called “CEO, AP”) in the sum of for which payment well
and truly to be made to the said CEO, AP itself, its successors and assignees by these presents.

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity or
2. If the bidder, having been notified of the acceptance of its bid by the CEO, AP during the
period of bid validity:
 - a. fails or refuses to execute the contract form if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the bid
requirement;
 - c. Submits fake documents.

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

This guarantee will remain in force up to and including 45 days after the period of the bid validity,
and any demand in respect thereof should reach the Bank notlater than the above date.

Place:

Date:

Signature of the Bank and seal.

Annexure II- PBG Format

CEO, AP Ref. No.....

Performance Security Form

(To be issued by a bank scheduled in India and having at least one branch in Vijayawada)

To: (Address of CEO, AP)

WHEREAS..... (Name of Vendor) hereinafter called “the Vendor” has undertaken, in pursuance of Contract No..... Dated ... (Date), to supply..... called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Vendor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

WHEREAS we have agreed to give the Vendor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of Rs. and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs..... . (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of..... (Date)

Place:

Date:

Signature of the Bank and seal.

Contract Form

Contract Ref No: _____

THIS AGREEMENT is made on ____ day of _____

BETWEEN

(1) Chief Electoral Officer, Room No.192, Ground Floor, Building No.5, Andhra Pradesh Secretariat, Velagapudi, Amaravati-522238, Andhra Pradesh (hereinafter called “the Purchaser”), and

(2) _____ a company incorporated under the laws of India and having its registered office at _____. (Hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bid for Appointment of an Agency for Design, Development, Implementation and Maintenance of Applications for Chief Electoral Officer's Office of Andhra Pradesh and has accepted a bid by the Supplier for the supply of those services in the sum of Rs. _____ (_____) including all taxes and duties (hereinafter called as “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of bid document referred to

1. Scope of the Work

Brief outline of the work: *Appointment of an Agency for Design, Development, Implementation and Maintenance of Applications for Chief Electoral Officer's Office of Andhra Pradesh as per the staggered orders issued time to time during the contract period* at _____. The detailed scope is as covered in RFP and subsequent clarifications.

2. Contract Documents

2.1. Contract Documents

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

- I. This Contract Agreement and the Annexures attached to the Contract Agreement
- II. Notification of award
- III. Minutes of TCPC meeting held on _____
- IV. Pre – bid conference minutes
- V. Bid document Ref No. _____ Dt. _____

3. 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 2.1(Contract Documents) above, provided that Schedule of Amendments contained in Annexure IV shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in 2.1 above.

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

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

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

Sl. No	Solution, service, or material	Max. Qty	Unit Price
1.			
2.			
3.			
	Grand Total		

- 5.2 DELIVERY SCHEDULE : _____
- 5.3 WARRANTY : _____
- 5.4 SUPPLIERS RESPONSIBILITY : _____
- 5.5 UP TIME % : _____
- 5.6 EXIT CLAUSE : _____
- 5.7 PAYMENT TERMS : _____

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed:___

In the capacity of *Chief Electoral Officer's Office of Andhra Pradesh*

in the presence of _____

For and on behalf of the Supplier

Signed: __

in the capacity of-----, M/s. _____

in the presence of _____

Items	Configuration Required	Qty	Unit Price

Annexure – IV

Amendments & Other Documents

Sno	Amendment No	Date	Amendment Description