Request For Proposal
PART II

AP Urban Mee Seva Centres Project
(Bidding Process and Evaluation)

under
Build, Operate, Maintain & Transfer (BOMT) Model

October 2015
O/o. Director, Electronic Services Delivery
Ground Floor, Road No. 7, Banjara Hills
Hyderabad - 500 034, India.
Phone: 040-2335 4716, 17
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News Paper Advertisement

Government of Andhra Pradesh
O/o. Director, ESD (Mee Seva)
Ground Floor, Road No. 7, Banjara Hills
Hyderabad - 500034

Tender Call Notice for Build, Operate, Maintain & Transfer (BOMT)
AP Urban Meeseva Centre Project

Schedule of Tender Events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Calling Date</td>
<td>15.10.2015</td>
</tr>
<tr>
<td>Pre-Bid Conference Date/Time</td>
<td>27.10.2015, 03.30 PM, @ O/o. ESD, GoAP</td>
</tr>
<tr>
<td>Bid Submission Date/Time</td>
<td>31.10.2015, 03-00 PM (Drop Box)</td>
</tr>
<tr>
<td>Bid Opening Date/Time</td>
<td>31.10.2015, 03-30 PM (Three parts bid opening)</td>
</tr>
<tr>
<td>Bid Document Fee (per zone)</td>
<td>Rs.10,000/- (DD in favour of Director, ESD, Meeseva, AP (non refundable)</td>
</tr>
<tr>
<td>ESD Contact person</td>
<td>Asst. Secretary (Admn) 91009 79646</td>
</tr>
<tr>
<td>ESD Reference No.</td>
<td>90/ESD/Tech/CMC/2015</td>
</tr>
</tbody>
</table>

For further details, please visit
1) www.apit.ap.gov.in or
2) www.ap.meeseva.gov.in or
3) www.esevaonline.ap.gov.in or
4) www.eseva.ap.gov.in portals to download the bid documents (Parts I & II) for reference. However, you have to collect the Physical Bid Document in our office to be submitted along with tender.

Contact Nos.: 91 (40) 2335 4717, Fax: 91 (40) 2335 4716
Email: dir_eseva@ap.gov.in

Director, ESD (Mee Seva), AP
A. Tender Call Notice

Government of Andhra Pradesh
O/o. Director, Electronic Services Delivery, (Mee Seva)
Ground Floor, Road No. 7, Banjara Hills, Hyderabad - 500 034, India.
Contact Nos.: 91 (40) 2335 4717, Fax: 91 (40) 2335 4716
Email: dir_eseva@ap.gov.in

Tender Call Notice for Build, Operate, Maintain & Transfer (BOMT)
Urban MeeSeva Centre Project

<table>
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<tbody>
<tr>
<td>Bid Calling date</td>
<td>15.10.2015</td>
</tr>
<tr>
<td>Last Date / Time for Clarification request</td>
<td>27.10.2015, 02-00 PM</td>
</tr>
<tr>
<td>Pre-Bid Conference Date / Time</td>
<td>27.10.2015, 03-30 PM</td>
</tr>
<tr>
<td>Last Date / Time for Sale of document</td>
<td>30.10.2015, 02-00 PM</td>
</tr>
<tr>
<td>Bid Submission Date / Time</td>
<td>31.10.2015, 03-00 PM (Drop Box)</td>
</tr>
<tr>
<td>Bid Document Fee (per zone)</td>
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For further details, please visit
1) [www.apit.ap.gov.in](http://www.apit.ap.gov.in) or
2) [www.ap.meeseva.gov.in](http://www.ap.meeseva.gov.in) or
3) [www.esevaonline.ap.gov.in](http://www.esevaonline.ap.gov.in) or
4) [www.eseva.ap.gov.in](http://www.eseva.ap.gov.in) portals to download the bid documents (Parts I & II) for reference. However, you have to collect the Physical Bid Document in our office to be submitted along with tender.

Solution or Service required in brief:

The Director, ESD (MeeSeva) calls for a proposal for Urban MeeSeva Centres Project from qualified, experienced, technically & financially sound and reputed Service providers on Build, Operate, Maintain & Transfer (BOMT) Model to take over Urban MeeSeva Centres from the existing Two Service Providers and, if required build new centres in the zone allotted to the bidder for a period of 3 years from the date of signing of Contract. The project area of AP state is divided into 2 Zones (Zone I - Srikakulam, Vizianagaram, Vishakapatnam, East Godavari, West Godavari and Krishna. Zone II – Guntur, Prakasam, SPSR Nellore, Ananthapuramu, Chittoor, YSR Kadapa, Kurnool districts). Bidder can bid for Zone I or Zone II or Both. However separate bid documents should be purchased for each zone and bid should be submitted for each zone individually with separate EMD for each zone.

Refer to RFP Part – I Section-B – for detailed Project Scope.
B. Pre-Qualification criteria

Considering the wide variety of skills and resources needed to implement the Mee Seva Project, experienced, financially & technically sound and reputed Companies may bid for the project.

1. The Bidder organization should have been in operation for a period of at least 5 years as on bid calling date as evidenced by the Certificate of Incorporation and Certificate of Commencement issued by the Registrar of Companies; The Bidder must be in profit for at least 3 financial years during the above period.

2. The Bidder should have had an average annual turnover of Rs.30 Cr. during the last 3 financial years (2012-13, 2013-14 and 2014-2015) (i.e Minimum of Rs. Crores in 3 financial years) in any one or all the areas of Hardware Maintenance, Software development/Maintenance and IT enabled Citizen Services put together as evidenced by the audited accounts of the company.

3. The Bidder should have the experience of having implemented and run at least one project for more than 12 months with Citizen Interface in India involving a capital investment of minimum Rs.5 Cr. during last three years, evidenced by the certificate issued by the competent authority concerned.

4. Bidder must produce Good Performance Certificate on letter head of the Client and signed by Head of Office or Project Head in sealed cover from all its clients whose turnover is taken into consideration under Sl. No. 2 and 3 above.

5. Bidder should be an ISO 9001 certified minimum and any other certification available please provide proof.

6. a. Bidder should give a Self Declaration that the Bidder has not been Debarred / Blacklisted during the last 5 years by any Central or State Govt. / Quasi–Govt. Departments / Banks (IBA) or organizations for non-satisfactory past performance (or) corrupt/ fraudulent or any other unethical business practices or not having any legal tangle with Govt. organizations pending in any of the courts in India. In such an event of the bidder was debarred or black listed or got into legal tangle at any point of time. Bidder should declare the same as per Format given in Form P-6.

b. If the bidder is/was providing services to MeeSeva in any area and if his performance was not to the satisfaction of the ESD or if the customers were put to hardship or if did not rectify or attend any issue such bidder will not be entitled to bid further and will be disqualified at the discretion of ESD as the quality service is the prime motto.

7. ESD department reserves the right in not considering the bid of the Bidder, if such Bidder was blacklisted and had a past bad track record
or their earlier performance was unsatisfactory on any count on the reasons mentioned at 6 above or if the bidder did not perform well or caused difficulty, delay to customer. Such bidder who has complaints against their services cannot be considered for the contract.

8. Subcontracting is not permitted for any reason.
9. Consortium is not permitted for any reason.
10. ESD department reserve the right in cancelling this tender without assigning any reason what so ever.
11. Necessary EMD should be enclosed for each zone.

Note: Documents in support of above should be furnished in bidders own format where ever necessary & relevant.
C. Statement of Key Parameters

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMD (per zone)</td>
<td>Rs. 30.00 lakhs by way of DD in favour of Director, ESD-AP from nationalized bank</td>
</tr>
<tr>
<td>Bid Validity Period up to</td>
<td>90 days from the date of opening of bids</td>
</tr>
<tr>
<td>EMD validity Period up to</td>
<td>90 days from the date of opening of bids</td>
</tr>
<tr>
<td>Project Period</td>
<td>3 Years from the Date of signing of Agreement</td>
</tr>
<tr>
<td>Implementation cum Performance Security (per zone)</td>
<td>Rs. 300.00 Lakhs per Zone by way BG in favour of Director, ESD-AP from nationalised bank with in AP</td>
</tr>
<tr>
<td>Period for furnishing Implementation cum Performance Security</td>
<td>Within 10 days from data of receipt of notification of award (LOI) failing which EMD would be forfeited.</td>
</tr>
<tr>
<td>Implementation cum Performance security validity period</td>
<td>90 days beyond Agreement period</td>
</tr>
<tr>
<td>Period for signing contract</td>
<td>Within 10 days from date of receipt of notification of award (LOI)</td>
</tr>
<tr>
<td>Citizen Service Quality Standard</td>
<td>Maximum 15 minutes time interval between the Time of issue of Token and the Time citizen is called to counter for service (EQMS Compliance) as per citizen charter.</td>
</tr>
<tr>
<td>Payment terms</td>
<td>At the end of each month based on transactions successfully completed on a post paid model. If prepaid model (Top Up) is implemented, on generation of Funds Transfer Report (FTR) could be on a weekly basis.</td>
</tr>
<tr>
<td>Penalty</td>
<td>Refer to penalties Clause in this RFP</td>
</tr>
</tbody>
</table>
D. Bidding Procedure

1. Definition

The project area of AP state is divided into 2 Zones (Zone I - Srikakulam, Vizianagaram, Vishakpatnam, East Godavari, West Godavari and Krishna. Zone II – Guntur, Prakasam, SPSR Nellore, Ananthapuramu, Chittoor, YSR Kadapa, Kurnool districts). Bidder can bid for Zone I or Zone II or Both. However separate bid documents should be purchased for each zone and bid should be submitted for each zone individually with separate EMD for each zone.

Offers should be made Zone wise individually in three parts namely, “Pre-qualification bid”, “Technical bid” and “Financial bid” and in the format given in bid document. Each offer should be placed in a separate envelope superscribed “Pre-qualification bid for zone ----”, "Technical bid for zone ---------" and "Financial bid for zone -------", as the case may be, followed by the title mentioned above against "tender call" Finally all the three covers must be placed in another cover addressed to Tender Inviting authority.

a. EMD should be enclosed in the “Pre-qualification bid” envelope.

b. Name of the bidder and contact address and Title of Project should also be written on all the envelopes.

c. Tenders will be accepted only from those bidders who have either purchased document from ESD or paid Document fee to ESD as indicated in document.

d. All correspondence should be with ESD contact person only

e. A complete set of bidding documents may be obtained by interested bidders from the ESD contact person upon payment of the bid document fee which is non-refundable. Payment of bid document fee should be by demand draft / cashier’s cheque or certified cheque drawn in favour of “Director, ESD, GoAP” and payable at Hyderabad (India).

f. Bid document can also be downloaded from Website free of charge for reference purpose. However in such cases also, bidder must buy tender document fee to ESD before bid closing date and time or enclose DD for the same in Pre Qualification cover. Failure to pay Document fee will make Bid as non responsive and it shall stand rejected.

g. Bid documents in original must be submitted after signing on every page as a token of acceptance of terms and conditions.

2. Pre-qualification bid:

It shall include the following information about the firm and/or its proposal:

a. General information on the bidder’s company in Form P-1

b. Turn over details in relevant field in Form P-2

c. List of major customers in support of turnover in Form P-3

d. Details of eGovernance Project(s) in Form P – 4

e. Profit details of last 5 years in Form P - 5

f. Good Performance Certificate from clients in Bidder’s Format

g. Any other documents in support of their claim to participate in this tender

3. Technical Bid:

It shall include the information on the following:

a. Service Quality Statement in Form T-1
b. Implementation Schedule and Methodology in Form T – 2  
c. Staff proposed for the project in Form T- 3  
d. Staff details in Form - 4  
e. Check List in Form T - 5  
f. Deviation Form T-6 (Bidder’s own format)  

4. Financial bid  
The financial bid should provide cost calculations corresponding to unit price of each item of the schedule in the Form F-1.  

5. Pre-bid Meeting & Clarification:  
All those bidders who had obtained bid document, by paying Bid document Fee, from the ESD prior to Date and Time fixed for Pre Bid meeting can participate in the meeting to seek clarifications on the bid, if any.  

All the queries that need to be clarified by ESD must be sent by way of email / letter to the mentioned email id in bid document on or before 26/10/2015 so as to clarify the same during the pre bid meeting on 27/10/2015. However it is not mandatory to participate in pre Bid meeting. Pre Bid Meeting will be held at the following address:  

Director ESD (MeeSeva), Ground Floor Banjara Hills Road No:7, Hyderabad  

The dispute if any in regard to the pre tender and post tender shall be referred to Arbitrator i.e Secretary to Govt, ITE&C, Government of Andhra Pradesh.  

6. Address for submission of Bids:  
   Director ESD (MeeSeva),  
   Ground Floor, Road No. 7, Banjara Hills.  
   Hyderabad - 500 034, India.
E. Instructions to Bidders.

1. Definitions
   a. Bidder means any company/firm or firms offering the solution(s), service(s) and/or materials required in the RFP. The word bidder 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 ESD signs the agreement for rendering of goods and services.
   b. Financial Bid means that part of the offer, that provides price schedule and total costs including taxes etc.
   c. Firm/Company means a company, authority, co-operative or any other organisation incorporated under appropriate statute as is applicable in the country of incorporation.
   d. Pre-qualification and Technical bid means that part of the offer, that provides information to facilitate assessment by ESD, professional, technical and financial standing of the bidder and conformity to requirements.
   e. Prime Bidder means a Member of a consortium of companies who is primarily and solely responsible to ESD for provision of Goods and services as per terms and conditions of the agreement
   f. Service Provider means successful bidder with whom ESD enters into agreement for provision of Goods and Services.
   g. Specification means the functional and technical specifications or statement of work, as the case may be.
   h. Tender call or Request for Proposal or invitation for bids, means the detailed tender notification seeking a set of solution(s), service(s), materials or any combination of them.
   i. Bid - Three part Bid means the pre-qualification bid, technical and financial bids are put in separate covers and their evaluation is sequential and in that order.
   j. Goods and services mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
   k. Goods word when used singly shall mean the hardware, firmware component of the goods and services.

2. General eligibility
   a. Subject to Pre Qualification conditions, this invitation for bids is open to all firms who are eligible to do business in India under relevant Indian laws as are in force as on bid closing date.
   b. Bidders marked/considered by GOAP/ESD to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
   c. Breach of general or specific instructions for bidding, general and special conditions of contract with ESD or any of its user organisations may make a firm ineligible to participate in bidding process.

3. Bid Document and forms
   a. This Bid document comprises of Two Parts. Part I and Part II to be purchased for each zone separately.
b. 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 sufficient space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

c. For all other cases the bidder shall design a form on its own to hold the required information.

4. **Cost of bidding**

a. A complete set of bidding document may be obtained by the interested bidders on the submission of a written application addressed to Director, ESD, Ground Floor, Road No. 7, Banjara Hills. Hyderabad”, by paying a non-refundable amount of Rs. 10,000/. The payment shall be made in the form of Demand Draft in favour of “Director ESD, GoAP” payable at Hyderabad.

b. The bidder shall bear all costs associated with the preparation and submission of its bid, and ESD will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

c. 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.

5. **Clarification of bidding documents**

a. A prospective bidder requiring any clarification of the bidding documents may notify ESD contact person within the time frame indicated in the bid. Written copies of the ESD response (including an explanation of the query but without identifying the source of inquiry) will be on website where RFP was hosted and it will be binding on bidders or communicated through suitable means.

b. The concerned person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that ESD shall not entertain any correspondence regarding delay or non receipt of clarification from ESD.

6. **Amendment of bidding documents**

a. At any time prior to the deadline for submission of bids, ESD, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.

b. All prospective bidders those who have purchased the bidding documents will be notified of the amendment, and such modification will be binding on all bidders. Amendment will also be placed on website where RFP was hosted.

c. In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, the ESD, at its discretion, may extend the deadline for the submission of bids.
7. **Period of validity of bids**
   a. Bids shall remain valid for the **days** or duration specified in the bid document. A bid valid for a shorter period shall be liable for rejection as non-responsive.
   
b. In exceptional circumstances, the ESD 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. However a bidder granting the request will not be permitted to modify its bid.

8. **Submission of bids**
   a. The bidders shall submit separate Bid in all respect including EMD for each Zone and seal the pre-qualification bid, technical bid and financial bid as the case may be in separate envelopes, duly marking the envelopes as "Pre-qualification Zone -------", “Technical bid Zone---------", "Financial bid Zone-- -", or **as the case** may be and send to address indicated for submission of Bids.
   
b. The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
      - be addressed to the ESD at the address given in the tender call;
      - bear the project name/title indicated in the tender call, and **bear a statement for**
      1. Pre-qualification bid “**Do not open before bid opening day and time**”,
      2. Technical bid “**Do not open until evaluation of Pre-qualification bid**”,
      3. Financial bid “**Don't open until evaluation of technical bid**”
   
c. The outer envelopes shall clearly indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
   
d. If the outer envelope is not sealed and marked as required above, ESD will assume no responsibility for the bid's misplacement or premature opening.

9. **Deadline for submission of bids**
   a. Bids must be received by the ESD contact person no later than the bid submission date and time specified in the tender call notice.
   
b. The ESD 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 ESD and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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

11. **Modification and withdrawal of bids**
    a. The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or
withdrawal of the bids, is received by the ESD prior to the deadline prescribed for submission of bids.
b. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
c. No bid can be modified subsequent to the deadline for submission of bids.
d. 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 may result in the forfeiture of its bid security (EMD).

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

13. Bid security i.e. earnest money deposit (EMD)
a. The bidder shall furnish, as part of its bid, a bid security in the name of “The Director, ESD, AP for the amount specified in the tender call notice. Failure to submit EMD in Pre Qualification Bid will result in rejection of Bid.
b. The bid security is required by ESD to:
   a. Assure bidder's continued interest till award of contract and
   b. Conduct in accordance with bid conditions during the bid evaluation process.
c. The bid security shall be in Indian rupees and shall be a bank guarantee, or an, issued by a nationalized scheduled bank having at least one branch in Hyderabad.
d. 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 ESD.
e. The successful bidder’s bid security will be discharged upon the bidder signing the contract, and furnishing the performance security,
f. 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:
      1. to sign the contract in time; or
      2. to furnish performance security in time.

14. Preparation of Pre-Qualification Bid
It shall contain of the following parts:
a. General business information
b. Turnover details (submission of Audited Balance sheet)
c. Major clients’ details
d. Production / Service centre details
e. Bid security (EMD)
f. Any other relevant information

15. Preparation of Technical Bid
It shall consist of the following parts.
a. Technical documentation – confirmation to technical specifications etc.
b. Plan for in lab proof of concept, if required in tender call.
c. Plan for field demonstration if required in tender call
d. Detailed technical documentation, reference to various industry standards to which the goods and services included in bidder’s offer conform, and other literature concerning the proposed solution. In particular, the bidders should identify areas in which their solution conforms to open standards and areas that are proprietary in nature. Justification about proprietary components in terms of functionality and performance should be given.

e. A statement about appropriateness of the product design and solution plan for operating conditions in India, including physical, infrastructure and human factors.

f. Necessary Samples.

g. A statement of the goods and / services offered by the firm. Available sources of replacement support during the contract, if need be.

16. **Preparation of Financial Bid**

a. **Overview of Financial Bid**

The financial bid should provide percentage (%) share required by Bidder as compensation on each transaction charge fixed by ESD on various services from time to time.

b. **Bid prices:**

Prices quoted by the bidder shall be fixed during the bidder’s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable and / or conditional price quotation will be treated as non responsive and will be rejected.

c. **Bid currency:**

Prices shall be quoted in Indian rupees.
F. Standard Procedure for Opening and Evaluation of bids

1. Outline of bid Opening procedure
   a. Bidders should offer prices for all the items/services failing which such bid will not be considered for evaluation. If a bidder has any comment to offer about the procedural aspects of this tender, it should be intimated to ESD during the pre-bid meeting. In case the schedule or procedure of tender processing is revised, the same shall be communicated by email to all bidders who have obtained the bid document from ESD and revised schedule or procedure shall be binding on all.
   b. The bid opening and evaluation process will be sequential in nature. It means that bidder must qualify in a particular stage to make him eligible for evaluation in next stage.
      i. Immediately after the closing time, the ESD contact person shall open the Pre-qualification bids and list them for further evaluation.
      ii. The Technical and financial bid covers shall be listed and put into a bag to be sealed according to ESD procedure. The sealed bag of technical and financial bids shall be in custody of a designated officer for opening after evaluation of Pre-qualification bids.
      iii. Thereafter, Technical bids of qualified bidders will be opened, keeping financial bid in sealed bag.
      iv. Finally financial bids of those bidders will be opened who are short listed in technical evaluation.
   c. Any participating bidder may depute a representative to witness these processes.
   d. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or as decided by ESD during the course of evaluation to meet any specific situation or need arising from time to time.

2. General guidelines for bid opening and evaluation
   Bids will be in three parts (pre-qualification, technical and financial) for each zone. For three part bids there will be three bid opening events. Following guidelines will generally be followed by ESD officers at each such event. However ESD may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing.

1. Opening of bids
   a. Bids will be opened in the presence of bidder’s authorised representatives, who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance.
   b. The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the ESD 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.
   c. 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.
2. Preliminary examination of Bids
   a. 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.
   b. 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 bidder 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.
   c. ESD 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.
   d. Prior to the detailed evaluation, ESD 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.
   e. If a bid is not substantially responsive, it will be rejected by the ESD and may not subsequently be made responsive by the bidder by correction of the nonconformity.

3. Clarification of bids
   During evaluation of the bids, ESD may, at its discretion, ask the bidder for clarification of its bid.

4. Evaluation of Pre-qualification bids
   Pre-qualification bid documentation shall be evaluated in two sub-steps.
   a. Firstly, the documentation furnished by the bidder will be examined prima facie to see if the technical skill base and financial capacity and other bidder attributes claimed therein are consistent with the need of this project.
   b. In the second step, ESD may ask bidder(s) for additional information, visit to bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

5. Evaluation of technical bids.
   Technical bid evaluation will have maximum 100 marks and it will be evaluated as follows.
   a. Technical bids of only those bidders will be opened and evaluated who are declared qualified in Pre Qualification Bid evaluation.
   b. Firstly, the documentation furnished by the bidder will be examined prima facie to see if the offer made, technical skill base and financial capacity and other bidder attributes claimed therein are consistent with the need ESD of this project.
c. In the second step, ESD may ask bidder(s) for additional information, visit to bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

d. ESD may ask bidders at this stage to give presentation of their technical solution.

e. A bidder must obtain a minimum of 75 Marks out of 100 marks to qualify in technical evaluation. Distribution of 100 marks is as follows:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Attribute</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cumulative Turn Over in three years in Hardware maintenance, software development/maintenance and facility management of Prime Bidder</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rs.30 Cr to Rs.35 Cr</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>&gt; Rs.35 Cr to Rs.50 Cr</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>&gt; Rs.50 Cr</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>Good Performance Certificate in similar Citizen Services project of capital investment value equal or greater than Rs. 5 Cr (Bidder to produce certificate in sealed cover from its clients)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>One Project</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Two Projects</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Three or more Projects</td>
<td>15</td>
</tr>
<tr>
<td>3</td>
<td>Technical and non technical manpower as on Bid calling date:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project Managers, having minimum MBA/PMP qualification, more than 10 (No marks if number is less than 10)</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Software engineers, having minimum BE qualification, more than 50 (No marks if number is less than 50)</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Hardware Maintenance engineers, having minimum qualification of Diploma/BSc in Electronics/CS/Networking, more than 50 (No marks if number is less than 50)</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Project plan, Migration and Management Model</td>
<td>10</td>
</tr>
<tr>
<td>6</td>
<td>New services, new service delivery channel proposed</td>
<td>15</td>
</tr>
<tr>
<td>7</td>
<td>Revenue model with numbers for sustainability of project</td>
<td>15</td>
</tr>
<tr>
<td>8</td>
<td>Over all past performance in achieving project goals and capability of the Bidder to execute the project smoothly.</td>
<td>15</td>
</tr>
</tbody>
</table>

6. Evaluation of financial bids

Financial Bids of only those bidders will be opened who have secured at least minimum marks in technical evaluation. All other financial bids will not be opened and ignored.

a) ESD may at its discretion may discuss with bidder(s) available at this stage to clarify contents of financial offer. However Bidders may note that there will not any negotiations on financial bid.
3. Contacting ESD
   a. Bidder shall not approach ESD officer(s) out side of office hours and / or out side ESD office premises, from the time of the tender call notice to the time the contract is awarded.
   b. Any effort by a bidder to influence ESD officer(s) 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 ESD, it should do so in writing only.

4. ESD’ right to accept any bid and to reject any one or all bids.
ESD reserves the right to accept any bid and to reject any one or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

5. Notification of award
Prior to expiration of the period of bid validity, ESD will notify the successful bidder in writing, that its bid has been accepted. Upon the successful bidder’s furnishing of performance security, ESD will promptly notify each unsuccessful bidder and will discharge its bid security.

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

7. Implementation and Performance security
On receipt of notification of award from the ESD, the successful bidder shall furnish the implementation and 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 ESD. Failure of the successful bidder to sign the contract, proposed in this document as 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 ESD may make the award to another bidder or call for new bids.

8. Corrupt, fraudulent and unethical practices
ESD will reject a proposal for award and also may debar the bidder for future tenders in ESD, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract. Here:
   a. “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public officer in the process of contract evaluation, finalization and or 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 by which bidder tries to circumvent tender process in any manner. 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.
G. General conditions of proposed contract (GCC)

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. “ESD” means “Director for Electronically Delivery Services
   b. “Contract” means the agreement entered into between the ESD and the bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
   c. “Contract price” means the price payable to the bidder under the contract for the full and proper performance of its contractual obligations;
   d. "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 bidder covered under the contract;
   e. “GCC” means the general conditions of contract contained in this section.
   f. “SCC” means the special conditions of contract if any.
   g. “Bidder or Prime Bidder” as the case may be means the individual or firm supplying the goods and services under this contract and solely responsible to ESD.
   h. “Project site”, where applicable, means the place(s) where goods/services are to be made available to user.
   i. “Day” means calendar day.
   j. “B2C” means business to citizen
   k. “G2C” means government to citizen

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

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

4. Use of documents and information
   a. The bidder shall not, without prior written consent from ESD, disclose/share/use the bid document, contract, or any provision thereof, or any information furnished by or on behalf of the ESD in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
   b. The Bidder shall not, without prior written consent of ESD, make use of or disclose to any third party any document or information coming to its knowledge or custody during implementation and or execution of the project,
except for purposes of performing the Contract. Violation of this clause shall amount to breach of contract and contract shall be liable for termination in addition to other remedies available under the contract and criminal action under the provisions of Indian Laws.

c. The bidder shall not remove any information from Mee Seva centre or Data Centre, DR site or any other site where information might be placed or stored or available through any means like but not limited to email, CD, DVD, Floppy, pen Drive, hard copy etc without the written consent of ESD. Violation of this clause shall amount to breach of contract and contract shall be liable for termination in addition to other remedies available under the contract and criminal action under the provisions of Indian Laws.

d. All project related document (including this bid document) issued by ESD, other than the contract itself, shall remain the property of the ESD and shall be returned (in all copies) to the ESD on completion of the bidder’s performance under the contract if so required by the ESD.

5. Intellectual Property Rights:
   a. Except to the extent otherwise expressly provided in this Agreement, the ESD shall retain exclusive intellectual property rights to the forms and the compilations of the Mee Seva project and nothing herein shall or will be construed or deemed to grant to the Bidder any right, title, licence, sub-licence, proprietary right or other claim against or interest in, to or under (whether by estoppel, by implication or otherwise) to the aforesaid rights.

   b. Without limiting the generality of above and except to the extent otherwise expressly agreed by the Parties to the Agreement or the MOU/SLA in writing, nothing contained in the Agreement or the SLA shall or will be construed or deemed to grant to the Bidder any right, title, licence or other interest in, to or under (whether by estoppel, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of Mee Seva Project or its respective affiliates/nominees or any confusingly similar designations of Mee Seva Project.

   c. Subject to any sole or exclusive rights granted by the ESD to a third party prior to the agreement, the ESD grants to the Bidder and any subcontractors to the Bidder solely in their performance of Services for Mee Seva or its nominated agencies, non-exclusive, paid-up, royalty-free right and licence during the Term of contract, but not the right to sub-licence, to use the Mee Seva Project Data including the right to copy, perform, display, execute, reproduce, modify, enhance and improve the Mee Seva Project Data to the extent reasonably necessary or useful for the provision of Services hereunder.

   d. Bidder shall not use the MEE SEVA PROJECT Data to provide services for the benefit of any third party, as a service bureau.

   e. Bidder shall indemnify, defend and hold harmless ESD and their respective officers, employees, successors and assigns, from and against
any and all losses arising from claims by third parties that any Deliverable (or the access, use or other rights thereto) created by Bidder pursuant to this Agreement or any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by Bidder or sub-contractors to the Bidder pursuant to this Agreement (i) infringes a copyright enforceable in India, (ii) infringes a patent issued in India, or (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of the India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) MEE SEVA PROJECT; (B) third parties (i.e., other than Bidder or Bidder's sub-contractors) at the direction of MEE SEVA PROJECT.

f. The Director, Mee Seva Project shall have no liability or obligation to Bidder or any other Party under this to the extent the Infringement Claim is based upon any use of the equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) for the benefit of any Party (including any use by Bidder or its nominees outside the scope of the Services) other than for Mee Seva Project.

6. Implementation and Performance security
   a. On receipt of notification of award, the Bidder shall furnish performance security to ESD in accordance with bid document requirement.
   b. The process ESD of the security shall be payable to the ESD as compensation for the supplier's failure to complete its obligations under the contract.
   c. The security shall be denominated in Indian rupees or in a freely convertible currency acceptable to ESD and shall be in one of the following forms:
      a. A bank guarantee or an irrevocable letter of credit, issued by a scheduled bank other than cooperative bank located in India with at least one branch office in Hyderabad, in the form provided in the bidding document or another form acceptable to the ESD; or
      b. A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the ESD.
   d. The security will be discharged by the ESD and returned to the Bidder not later than thirty (30) days following the date of completion of all formalities under the contract.
   e. In the event of any contract amendment, the bidder shall, within 15 days of receipt of such amendment, furnish the amendment to the security, rendering the same valid for the balance duration of the Contract.

7. Inspection and acceptance tests
   Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
      a. Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid
document. Following broad test procedure will generally be followed for inspection and testing of hard ware and firm wares. The bidder will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The ESD will test the equipment after completion of the installation and commissioning at the site of the installation.

b. The Inspections and tests, at the discretion of ESD, may be conducted on the premises of the Bidder or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the ESD.

c. Should any inspected or tested goods fail to conform to the specifications the ESD may reject the goods, and the bidder shall either replace the rejected goods or make alterations necessary to meet specification requirements with in the time granted by ESD.

d. ESD’ right to inspect, test and, where necessary reject the goods after the goods’ arrival at user's site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the ESD or its representative prior to the goods shipment from the country of origin.

e. Nothing in this clause shall in any way release the bidder from any warranty or other obligations under this contract.

f. The acceptance test will be conducted by the ESD, their consultant or any other person nominated by the ESD, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements, and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of hardware, firmware or excessive heating of hardware enclosures, motors attached to printers, drivers etc. or bugs in the software shall be grounds for failure of acceptance test. All the software should be complete and no missing modules / sections will be allowed. The bidder shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the ESD, the successful completion of the test specified. In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the ESD reserves the rights to get the equipment replaced through any other party at the cost of Bidder.

8. Acceptance certificates
On successful completion of acceptability test, receipt of deliverables etc, and after ESD is satisfied with the working of the system, the acceptance certificate signed by the bidder and the representative of the ESD will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of that system or component.
9. Insurance
Bidder has to insure all the assets of Mee Seva against Electric Short Circuit, theft, burglary, fire, flood, Cyclone and earthquake for replacement value. Bidder also must take insurance to ensure that cash and instruments like Cheque/DD are safely stored at Mee Seva centres and their safe transfer to designated bank. It will be the responsibility of bidder to ensure that amount collected at Mee Seva centres in cash/Cheque/DD etc is safely deposited in the account of ESD in designated bank. Bidder is also advised to take fidelity insurance against any misappropriation by its staff or agents. Bidder will be solely responsible for any misappropriation, temporary or otherwise, by its staff or its agents.

10. Payment
a. The bidder's request(s) for payment shall be made to the ESD in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/ performed.
b. Payments shall be made promptly by the ESD, but in no case later than (30) days after submission of a valid invoice or claim by the bidder, but however subject to the payment of transaction charges by the user department.
c. ESD may deduct penalty amount, if any imposed, at source, from the amount payable to bidder.
d. The currency of payment will be Indian rupees.
e. Payment shall be made as indicated in the bid document.

11. Prices
Prices charged by the Bidder for goods delivered and services performed under the contract in no case shall vary from the prices quoted by the Bidder in its bid.

12. Change orders
a. ESD may, at any time, by written order given to the Bidder, make changes within the general scope of the Contract.
b. If any such change causes an increase or decrease in the cost of, or the time required for, the bidder'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 Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the change order.

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

14. Assignment and Sub Contracting
The Bidder shall not assign or Sub Contract, in whole or in part, its obligations to perform under this Contract.

15. Penalty for delays in performance
a. Delivery of the Goods and performance of the services shall be made by the Bidder in accordance with the time schedule and quality parameters specified by the ESD in the RFP and intimated from time to time.

b. If at any time during performance of the Contract, the Bidder should encounter conditions impending timely delivery of the goods and performance of services, the Bidder shall promptly notify the ESD in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, ESD shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without penalty.

c. A delay by the Bidder in the performance of its delivery and service obligations shall render the bidder liable to the imposition of appropriate penalties as indicated in the bid document, unless it is agreed upon by ESD to revise SLA / Citizen Charter.

d. ESD may, without prejudice to its other remedies under the Contract, recover such penalty amount from the amount, if any payable to service provider or from Security or from both at its discretion.

e. **Penalty for failure to achieve Citizen Service Quality Standard:**
   This clause will come into force on expiry of 3 months from the date of signing of contract. Reduction in transaction charges for that transaction:
   i. Delay up to 30 minutes beyond permissible limit : Reduction in transaction charges by 1% for every 1 minute delay or part there of
   ii. Delay beyond 30 minutes beyond permissible limit: No transaction charges will be payable for that transaction

f. **Penalty for delay in remittance of amount collected on a day:**
   3% interest per month on delayed amount calculated on daily basis up to a delay of 15 days. There after for next 15 days interest at 4% per month on delayed amount calculated on daily basis. If amount remains unpaid for 30 days, Contract will be liable for termination

g. **Penalty for poor housekeeping / colouring at Data Centre and or MeeSeva Centres:**
   Up to Rs. 50,000/- per detection per centre based on inspection or citizen feedback. Housekeeping is satisfactory or not, same will be concluded by Director, ESD based on facts of each case.

h. **Penalty for other failures like, but not limited to, delay in dispatching documents, Preparation of MIS reports, Reconciliation of Transactions, Data Error corrections, Poor response of portal, Delay in implementing newer services:**
   Up to Rs. 10,000/- per detection based on inspection or feedback from Citizens or departments. There is failure of service provider or not, same will be concluded by ESD based on facts of each case or

16. **Penalty for unsatisfactory performance**
   a. If the Bidder fails to perform any of the services as per quality parameters stated in the Bid document, the ESD may, without prejudice to its other remedies under the Contract, levy penalty up to Rs 1 lakh depending on the severity and deduct the amount of such
penalty from the amount, if any payable to service provider or from Security or from both at its discretion.
b. Suitable and sufficient penalty would be imposed on the deficiencies which have not been mentioned in the RFP.

17. **Termination and Black list for default**
a. The ESD, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate the Contract and black list the bidder:
   i. If the Bidder fails to deliver any or all of the Goods/services as per terms and conditions of the bid or
   ii. if the Bidder fails to perform any of its obligation(s) under the Contract or
   iii. if the Bidder, in the judgement of the ESD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
b. In the event the ESD terminated the contract in whole or in part, ESD may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Bidder shall be liable to the ESD for any excess costs for such similar goods or services. However, the Bidder shall continue performance of the contract to the extent not terminated as the case may be.

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

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

20. **Termination for convenience**
ESD, may at any time by giving 30 days written notice to the Bidder, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the ESD convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

21. Resolution of disputes
1. The ESD and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the ESD and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by an arbitrator.
3. The dispute resolution mechanism shall be as follows:
   i. In case of a dispute or difference arising between the ESD and the Bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996. The Secretary ITE&C, GoAP will be the arbitrator.
   ii. The arbitration proceedings shall be conducted at Capital of Andhra Pradesh in English language.
   iii. The award given by the arbitrator shall be final and binding on the parties.

22. 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.

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

24. Notices
a. 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.
b. A notice shall be effective when delivered or tendered to other party or 7th working day from the date of dispatch to the last known address of the party through registered post whichever is earlier.

25. Taxes and duties
The bidder shall be entirely responsible for all taxes, duties, license fee, Octroi, road permits etc.
**Special Conditions of Contract**

1. IPR of Mee Seva logo, Sign or any other trade Mark related to this Project shall be the exclusive property of ESD
2. The Source Code and IPR of Mee Seva application developed, modified, changed or enhanced shall exclusively belong to ESD

In case of any conflict between other terms and conditions of RFP and Special Conditions here in, the provisions of this section shall OVER RIDE all other provisions indicated elsewhere in both the volumes of the RFP.
J. Schedule of Requirement

Technical Documentation

Technical and Functional specification:

Please refer to Technical and Functional specifications in PART I of RFP.

Pre-Qualification Forms:

1. Service Quality Statement in Form T-1:

2. Implementation Schedule and Methodology in Form T-2:

3. Details of staff proposed for project in Form T-3:

As part of Bid, the bidder must provide information on the staff it proposes to assign to Mee Seva Project in the Form T-4.

Note:

1. At Bid stage names of employees are not required. But at the time of signing of contract, Bidder has to provide names of its employees proposed for the Project.

2. This information will be used for technical bid evaluation and assignment of marks.

3. Failure to provide same level of staff at the time of signing of contract or during the entire period of contract will amount to breach of terms and conditions of contract and contract will be liable for termination for default on part of Service provider.

4. Staff details in Form T-4:

5. Check List in Form T-5:

6. Deviation Form T-6

7. Commercial Bid Form F-1

8. Additional Forms as deemed fit in support of their Bid
Bid Submission forms
Bid letter form

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

To:
The Director, ESD(MeeSeva), AP
Ground Floor
Road No. 7, Banjara hills
Hyderabad. 500 001

Sir,

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

Project title:

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an estimated sum of (Detailed in Financial Bid) which may vary in accordance with the schedule of prices attached herewith and coverage options made by ESD.

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. agreed 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.
4. 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.
5. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.
6. We submit that bid is UNCONDITIONAL except the deviations mentioned in Form T- 6

Place:  
Bidder’s signature

Date:  
and seal.
THIS AGREEMENT made this (Date) day of (Month) (Year)

Between

The Commissioner, ESD (hereinafter "the ESD") of one part
and............... (Name of Bidder) of ................ (City and Country of Bidder)
(hereinafter "the Bidder") of the other part:

This agreement shall come to force with effect from date of signing of agreement.

WHEREAS the ESD is desirous that certain solution, service and materials, as described in the bid document and briefly outlined below, should be provided by the Bidder.

Date of tender call:

Title of the project:

Brief outline of the work:

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 bid document referred to.

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
   a. Bid document(s)
   b. Pre-bid conference minutes if any,
   c. Clarification on bid document issued if any,
   d. Bids submitted by bidder
   e. Modification to Bid of the bidder
   f. ESD notification of award (LOI).

In case of conflict among documents mentioned above, the documents mentioned above in reverse order will prevail over other documents.

In consideration of the payments to be made by the ESD to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the ESD to provide the goods and services (solution, service and materials) and to remedy defects therein in conformity, in all respects, with the provisions of the contract.

The ESD hereby covenants to pay the Bidder 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.

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

<table>
<thead>
<tr>
<th>Solution, service or material</th>
<th>Unit</th>
<th>Unit price inclusive of all taxes in Rs.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solution, service or material</td>
<td>Unit</td>
<td>Unit price inclusive of all taxes in Rs.</td>
<td>Remarks</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------</td>
<td>----------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year above written.

Signed, and delivered by

For the Bidder.
Bidder’s common seal:
Place:
Date:

Signed, and delivered by

For ESD
ESD common seal:
Place:
Date:

In the presence of:

Witness 1:

Witness 2:
Bid Security (EMD) Form

**ESD. Ref. No.**
(To be issued by a bank scheduled in India and having at least one branch in Hyderabad)

Whereas ........................................ (here in after called "the Bidder") has submitted its bid dated ......(Date) for the execution of ........................... (here in after called "the Bid")

KNOW ALL MEN by these presents that WE .................. (hereinafter called the "Bank") are bound unto the Commercial Tax Department (hereinafter called "The ESD") in the sum of ................ for which payment well and truly to be made to the said ESD itself, its successors and assignees by these presents.

The conditions of these obligations 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 ESD 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;

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

   This guarantee will remain in force up to (Date), and any demand in respect thereof should reach the Bank not later than the above date.

Place: ................................
Date: ................................
Signature of the Bank and seal.
Performance Security Form

ESD Ref. No......
(To be issued by a bank scheduled in India and having at least one branch in Hyderabad)

To: .................................. (Address of ESD)
WHEREAS .................................. (Name of Bidder) hereinafter called "the Bidder" 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 Bidder shall furnish you with a Bank Guarantee by a recognised 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 Bidder a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs. ..............(Rupees.........) and we undertake to pay you, upon your first written demand declaring the Bidder 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 guarantors and seal.
Pre-qualification bid forms
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Name of the organisation/Firm</strong></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Date of Incorporation (Registration Number &amp; Registering Authority)</strong></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Registered Office Postal Address</strong>&lt;br&gt;Email&lt;br&gt;Phone/Fax-no</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Date of Commencement of Business</strong></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>Legal Status of the Company in India &amp; Nature of Business</strong></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td><strong>APGST No:&lt;br&gt;CST No&lt;br&gt;PAN No:</strong></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td><strong>Responsible Person Name,&lt;br&gt;Email, Phone/Fax-no</strong></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td><strong>Website</strong></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td><strong>Proof of Purchase of Documents</strong></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td><strong>Details of EMD furnished</strong></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td><strong>Details of Quality Standard certificates enclosed.</strong></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td><strong>Other Relevant Information like Owner Ship of IPR etc.</strong></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td><strong>Quality Certifications attained by the firm CMMI certification issue date and expiry date</strong></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td><strong>Awards if any</strong></td>
<td></td>
</tr>
</tbody>
</table>

Place:  
Date:  

Signature of Bidder and seal.

Page 38 of 48
**Form P-2**

**Turn over details in (Rs. Lakhs)**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Name</th>
<th>2012-13</th>
<th>2013-14</th>
<th>2014-15</th>
<th>Total</th>
<th>Average over 3 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hardware Maintenance/Supply</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Software Development and</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maintenance/Supply</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>IT enabled Citizen Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Projects</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Net worth of the Company</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Net Worth of the project</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Details</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Other Relevant Information</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Supporting Docs Page No in the bid)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

Please attach audited Balance Sheets or Charted Accountant Certificate and IT returns statements to confirming the figures mentioned.

Place:  
Signature of Bidder and seal.

Date:
Form P - 3

List of Major Customers in the Category of Hardware maintenance, Software development and Maintenance and IT enabled citizen services

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Customer Name &amp; Full address</th>
<th>Contract period or Year of supply</th>
<th>Category of Service</th>
<th>Value of Contract in Rs. Lakhs</th>
<th>Project details</th>
<th>Contact Person Phone Mail ID</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Place:
Date:  
Signature of Bidder and seal.

Form P - 4

Details of Project with citizen Interface

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Name &amp; Customer Full address</th>
<th>Month/Year of commencement of citizen service</th>
<th>Value of Contract in Rs. Lakhs</th>
<th>Project details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Place:  
Date:  
Signature of Bidder and seal.
Form P – 5
Profit before tax and after Tax in last five Financial Years
(Rs. In lakhs)

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Profit before Tax</th>
<th>Profit after Tax</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010-11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011-12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012-13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2013-14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014-15</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Place: ________________________________
Signature of Bidder and seal.

Date: ________________________________
Form P-6 - Declaration Regarding Clean Track Record

To,
O/o. Director, Electronic Services Delivery, GoAP
Ground Floor, Road No. 7, Banjara Hills, Hyderabad, AP 500 034, India.
Telephones: Nos.: 91 (40) 2335 4717, Fax: 91 (40) 2335 4716
Email: dir_eseva@ap.gov.in

Sir,

1. I have carefully gone through the Terms & Conditions contained in the RFP Document [No.______________]. I hereby declare that my company/has not been debarred/ black listed during last 5 years as on Bid calling date by any Central or State Government / Quasi Government Departments / Banks (IBA) or Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices or not having any legal tangle with Govt. organizations pending in any of the courts in India. There are no cases between the bidder and Director, ESD (MeeSeva), quasi government or government organisations.

2. In the event of our organisation was debarred or black listed or got into legal tangle at any point of time, I am declaring and listing the same for your reference.

3. I further certify that I am authorised officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)                            Place & Date
Printed Name
Designation
Seal
Business Address:
Technical Bid Forms

Form T – 1

Service Quality Parameters

Maximum Waiting period for Citizen:
Maximum 15 minutes waiting period for the citizen from the time Citizen gets Token at Mee Seva centre to the time when his Token is called for delivery of service.

a. A statement of acceptance from the bidder of such requirement.
b. Steps & plan of action proposed by the bidder to achieve the required QoS.

Place & Date :  
Signature of Bidder & Seal
Form T – 2

Implementation Methodology and Schedule

Describe & Submit:
1. Implementation plan in detail to achieve the Milestone given below
2. Methodology and process to provide services during the entire contract period.
3. Training plan for Counter operators, Help Desk operators and Manager Cum Accountant
4. Help Desk process and tools proposed
5. EQMS Operation
6. Service Centre Work flow to meet Service Quality parameters
7. Business Continuity Plan including Financial support for the project
8. To assess customer satisfaction measurement and continuous improvement

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Milestones</th>
<th>Maximum period from the date of signing of contract</th>
<th>Bidder’s Reply (Agreed or Not)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Transfer of operation of services from existing service provider to new service provider</td>
<td>15 days</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Painting to all Mee Seva Centres and Data Centre</td>
<td>30 days</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Repair or replacement to furniture and sign boards</td>
<td>45 days</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Establishment of DRS</td>
<td>As &amp; when required</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Establishment of QMS</td>
<td>60 days</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Upgradation of OS, RDBMS, Anti Virus, Fire Wall</td>
<td>60 days</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Replacement of IT Hardware</td>
<td>60 days</td>
<td></td>
</tr>
</tbody>
</table>

Place & Date:                                                                                     Signature of Bidder & Seal

Form T-3

Staff Proposed

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Qualification</th>
<th>Experience in the bidder ‘s company</th>
<th>No. of persons proposed for the Project</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RFP FOR MEE SEVA PART II

<table>
<thead>
<tr>
<th>Position</th>
<th>No. of persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager</td>
<td></td>
</tr>
<tr>
<td>System Analyst</td>
<td></td>
</tr>
<tr>
<td>System Administrator</td>
<td></td>
</tr>
<tr>
<td>Security Specialist</td>
<td></td>
</tr>
<tr>
<td>Network Specialist</td>
<td></td>
</tr>
<tr>
<td>Quality Manager</td>
<td></td>
</tr>
<tr>
<td>Programmers</td>
<td></td>
</tr>
<tr>
<td>Hardware Maintenance Engineers</td>
<td></td>
</tr>
</tbody>
</table>

Note:
1. At Bid stage names of employees are not required. But at the time of signing of contract, Bidder has to provide names of its employees proposed for the Project.
2. This information will be used for technical bid evaluation and assignment of marks.
3. **Failure to provide same level of staff at the time of signing of contract or during the entire period of contract will amount to breach of terms and conditions of contract and contract will be liable for termination for default on part of Service provider.**

Place & Date: ___________________________ Signature of **Bidder & Seal**

---

Form T- 4
Staff with the Bidder as on Bid calling Date

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>No. of persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Managers with minimum MBA/PMP qualification</td>
<td></td>
</tr>
<tr>
<td>Software engineers with minimum BE qualification</td>
<td></td>
</tr>
<tr>
<td>Hardware maintenance engineers with minimum Diploma/BSc in Electronics/CS/Networking</td>
<td></td>
</tr>
</tbody>
</table>

Place & Date: ___________________________ Signature of **Bidder & Seal**
Form T- 5
Check List
Compliance/agreed/enclosed/deviation statement.

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

<table>
<thead>
<tr>
<th>Bid document reference</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Fee</td>
<td></td>
</tr>
<tr>
<td>Bid Form</td>
<td></td>
</tr>
<tr>
<td>EMD</td>
<td></td>
</tr>
<tr>
<td>Board Resolution</td>
<td></td>
</tr>
<tr>
<td>Power of Attorney</td>
<td></td>
</tr>
<tr>
<td>1. Implementation period</td>
<td></td>
</tr>
<tr>
<td>2. Form P-1</td>
<td></td>
</tr>
<tr>
<td>3. Form P-2</td>
<td></td>
</tr>
<tr>
<td>4. Form P-3</td>
<td></td>
</tr>
<tr>
<td>5. Form P-4</td>
<td></td>
</tr>
<tr>
<td>6. Form P-5</td>
<td></td>
</tr>
<tr>
<td>7. Form P-6 Self Declaration</td>
<td></td>
</tr>
<tr>
<td>Standard &amp; Certificates</td>
<td></td>
</tr>
<tr>
<td>Technical Proposal Letter</td>
<td></td>
</tr>
<tr>
<td>8. Form T-1</td>
<td></td>
</tr>
<tr>
<td>9. Form T-2</td>
<td></td>
</tr>
<tr>
<td>10. Form T-3</td>
<td></td>
</tr>
<tr>
<td>11. Form T-4</td>
<td></td>
</tr>
<tr>
<td>12. Form T-5</td>
<td></td>
</tr>
<tr>
<td>13. Form T-6</td>
<td></td>
</tr>
<tr>
<td>14. Form T-7</td>
<td></td>
</tr>
<tr>
<td>15. Form F-1</td>
<td></td>
</tr>
<tr>
<td>16. Pre-qualification criterion</td>
<td></td>
</tr>
<tr>
<td>17. Technical and Functional Requirements</td>
<td></td>
</tr>
<tr>
<td>18. Financial bid format</td>
<td></td>
</tr>
<tr>
<td>19. General instruction to bidders</td>
<td></td>
</tr>
<tr>
<td>20. Standard procedure for bid evaluation</td>
<td></td>
</tr>
<tr>
<td>21. General condition of proposed contract(GCC)</td>
<td></td>
</tr>
<tr>
<td>22. Special Conditions</td>
<td></td>
</tr>
<tr>
<td>23. Additional documents (if Any) in justification of your work and capacity may be produced in own proforma.</td>
<td></td>
</tr>
</tbody>
</table>

The specifications and conditions indicated in the Bid document (RFP) as amended by ESD through Pre bid meeting or otherwise, shall prevail over those indicated anywhere in our proposal, except only to the extent of deviations furnished in this statement.
NOTE: For every item appropriate remarks should be indicated like 'no deviation', 'agreed', 'enclosed' etc. as the case may be.

Form T-6  Deviation Form

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item</th>
<th>Specification Required</th>
<th>Specification proposed</th>
<th>Specification Higher/Lower &amp; Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
</tr>
</tbody>
</table>

Place & Date :  
Signature of Bidder & Seal
Commercial Bid Form

Form F-1

<table>
<thead>
<tr>
<th>Zone</th>
<th>Districts</th>
<th>% Share required by Bidder as compensation on each transaction charge fixed by ESD on various services from time to time.</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>(Srikakulam, Vizianagaram, Vishakapatnam, East Godavari, West Godavari and Krishna)</td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>(Guntur, Prakasham, SPSR Nellore, Ananthapuramu, Chittoor, YSR Kadapa and Kurnool)</td>
<td></td>
</tr>
</tbody>
</table>

***: Refer to section – D (10) of Part - I.

Note:

The project area of AP state is divided into 2 Zones (Zone I - Srikakulam, Vizianagaram, Vishakapatnam, East Godavari, West Godavari and Krishna. Zone II – Guntur, Prakasam, SPSR Nellore, Ananthapuramu, Chittoor, YSR Kadapa, Kurnool districts). Bidder can bid for Zone I or Zone II or Both. However separate bid documents should be purchased for each zone and bid should be submitted for each zone individually with separate EMD for each zone.

Place: Signature of Bidder and seal.
Date:  
END OF DOCUMENT