

# **Request for Proposal**

**e-Procurement System of GoAP  
(Operations & Maintenance)**

For

**IT&C Department  
A.P. Secretariat  
Hyderabad**

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**Contents**

**1. Invitation for Competitive Bidding.....6**

    1.1 Time schedule of various Tender related events.....6

    1.2 Pre Qualification Criteria.....8

    1.3 Pre-Qualification Bid shall include.....9

    1.4 Financial Bid.....10

    1.5 Bidding Procedure .....10

    1.6 Pre-Bid Meeting .....10

    1.7 Bid Evaluation Procedure .....10

    1.8 Opening of Bids .....10

    1.9 Clarification on Submitted Bids.....10

        1.9.1 Preliminary Examination of the bids.....10

    1.10 Pre-Qualification Bid documentation.....11

    1.11 Financial Bid.....11

**2. Introduction .....12**

    2.1 Background of the Existing e-Procurement System.....12

    2.2 Objectives of e-Procurement Solution .....12

    2.3 Expected Benefits of implementing an e-Procurement System .....13

    2.4 Stakeholders in the e-Procurement Solution .....13

    2.5 Existing Solution.....13

**3. Overview of Scope of Work .....15**

    3.1 Operations and Maintenance (O&M) of e-Procurement Solution.....15

    3.2 e-Procurement Solution Infrastructure O&M & Hosting .....15

    3.3 Helpdesk Facility .....16

    3.4 Solution Training .....16

    3.5 Maintenance Support.....16

    3.6 Progress Reporting/Problem Resolution Procedure .....17

    3.7 Obligations of GoAP .....17

    3.8 Further Requirements Study .....17

    3.9 Operation & Maintenance of the Present System .....17

    3.10 Rollout .....18

    3.11 Procurement of supporting IT Infrastructure (Hardware and Software) .....18

    3.12 Documentation.....18

    3.13 Disaster Recovery Site .....18

    3.14 Archival Policy & Data Backup Policy.....18

    3.15 Confidentiality & Data Proprietary.....19

**4. Statement of Important Limits/Values related to Bid.....20**

**5. Instruction to Bidders .....21**

    5.1 Introduction.....21

    5.2 General Eligibility .....21

    5.3 Cost of Bidding .....21

    5.4 Site Visit .....21

    5.5 Pre-Bid Meeting .....21

    5.6 Clarification on Bidding Document.....21

    5.7 Address for Clarification .....22

    5.8 Amendment of Bidding Document .....22

    5.9 Bidding Procedure .....22

        5.9.1 Stage-I - Bidding Procedure.....22

        5.9.2 Stage-II Bidding Procedure .....23

    5.10 Preparation of Bids .....23

        5.10.1 Language of Bid .....23

        5.10.2 Documents Comprising the Bid.....23

        5.10.3 Bid Prices.....23

        5.10.4 Bid Security .....23

RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance

5.10.5 Bid Validity .....	24
5.10.6 Bid Submission, Format and Signing.....	24
5.10.7 Submission of Bids.....	24
5.10.8 Deadline for submission of Bids .....	24
5.10.9 Late Bids.....	24
5.10.10 Withdrawal of the Bids .....	24
5.11 Bid Opening and Evaluation .....	25
5.11.1 Date of Bid Opening .....	25
5.11.2 General Guidelines for Bid Opening.....	25
5.11.3 Opening of Bids.....	25
5.11.4 Clarification of Bids.....	25
5.11.5 Preliminary Examination of the Bids.....	25
5.11.6 Evaluation of Pre-Qualification bids.....	26
5.11.7 Net Current or Net Present Value (NPV) .....	26
5.12 Evaluation Criteria .....	26
5.13 Commercial Bid Evaluation .....	26
5.14 Evaluation Committee .....	27
5.15 Adjudicator.....	28
5.16 Confidentiality .....	28
5.17 Assumptions and Exclusions .....	28
5.18 Disqualification.....	28
6. General Conditions of Contract (GCC).....	29
6.1 Contract and Interpretation.....	29
6.2 Confidentiality .....	31
6.3 Intellectual Property Rights .....	31
6.4 Indemnification .....	31
6.5 Bid Security, Payments, Guarantees and Liabilities.....	32
6.5.1 Bid Security (EMD).....	32
6.5.2 Implementation cum Performance Security.....	32
6.5.3 Payment.....	32
6.5.4 Prices.....	33
6.5.5 Taxes and Duties.....	33
6.5.6 Delay in the SSP Performance.....	33
6.5.7 Liquidated Damages.....	33
6.5.8 Application of LD .....	33
6.6 Termination for Default.....	33
6.7 Termination for Insolvency .....	34
6.8 Force Majeure .....	34
6.9 Resolution of Disputes.....	34
6.10 Governing Language.....	34
6.11 Applicable law .....	35
6.12 No interest for performance Guarantee .....	35
6.13 Notices .....	35
7. Contract Execution.....	36
7.1 Inspections and Acceptance Test .....	36
7.2 Acceptance Test method and final acceptance of the solution.....	36
7.3 Warranty.....	36
7.4 SSP’s Obligations .....	36
8. Special Conditions of the Contract (SCC) .....	38
8.1 Subject Matter of Contract .....	38
8.1.1 Contract Agreement.....	38
8.1.2 Contract signing.....	38
8.1.3 Payments .....	38
8.1.3.1 Contract Price.....	38

RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance

8.1.3.2 Terms of Payment .....	38
<b>8.1.4 Penalty .....</b>	<b>38</b>
<b>8.1.5 Payment Authority .....</b>	<b>38</b>
<b>8.1.6 Insurance to men, machine and material .....</b>	<b>38</b>
<b>8.1.7 Subcontract .....</b>	<b>39</b>
<b>8.1.8 Infrastructure arrangement by SSP.....</b>	<b>39</b>
<b>9. Table of Sample Forms and Procedures.....</b>	<b>40</b>
<b>9.1 Bid Form .....</b>	<b>40</b>
<b>9.2 Form of Contract Agreement.....</b>	<b>42</b>
<b>9.3 SSP 's Representative (Appendix 1) .....</b>	<b>44</b>
<b>9.4 Adjudicator (Appendix 2).....</b>	<b>44</b>
<b>9.5 Revised Price Schedules [if any] (Appendix 3) .....</b>	<b>44</b>
<b>Annexure – A .....</b>	<b>45</b>
<b>Bid table of Contents and Checklists.....</b>	<b>45</b>
<b>Annexure – B .....</b>	<b>46</b>
<b>Bid security (EMD) form.....</b>	<b>46</b>
<b>Stage – I Bidding (Pre Qualification) Formats .....</b>	<b>47</b>
<b>Form – P#0.....</b>	<b>48</b>
<b>Covering Letter From the Bidder .....</b>	<b>48</b>
<b>Index of Formats &amp; Supporting Documents.....</b>	<b>50</b>
<b>Form - P#1 .....</b>	<b>51</b>
<b>Details of the Organization for single bidder / consortium members.....</b>	<b>51</b>
<b>Form - P#2 .....</b>	<b>53</b>
<b>Financial Information for single bidder / consortium members.....</b>	<b>53</b>
Form P-2A: Financial Information - Single Bidder.....	53
Form P-2B: Financial Information - Prime Bidder (Fill only in case of Consortium) .....	53
Form P-2C: Financial Information - Consortium Partner (Fill only in case of Consortium).....	53
<b>Form - P#3 .....</b>	<b>54</b>
<b>e-Procurement Implementation Experience (3 forms, one for each project reference).....</b>	<b>54</b>
<b>Form - P#4 .....</b>	<b>55</b>
<b>Quality Certification (CMMI Level 5 Assessment) obtained by the firm .....</b>	<b>55</b>
<b>Form - P#5 .....</b>	<b>56</b>
<b>Profile of e-Procurement Experts .....</b>	<b>56</b>
<b>Form – P#6.....</b>	<b>57</b>
<b>Number of in-house IT Professionals employed Category wise as on bid calling date. ....</b>	<b>57</b>
<b>Form – P#7.....</b>	<b>58</b>
<b>Local Presence (in Andhra Pradesh).....</b>	<b>58</b>
<b>Stage – II Bidding (Commercial) Formats .....</b>	<b>59</b>
<b>Form – C#1 .....</b>	<b>60</b>
<b>Commercial Proposal (Stage II bidding format).....</b>	<b>60</b>
<b>Form – P#99.....</b>	<b>61</b>
<b>Compliance/Agreed/Enclosed/Deviation Statement.....</b>	<b>61</b>
<b>Annexure – C .....</b>	<b>62</b>
<b>Details of the Hardware and Software at Primary Site at Hyderabad.....</b>	<b>62</b>
<b>Details of the Hardware and Software at Disaster Site at New Delhi.....</b>	<b>64</b>
<b>Annexure – D .....</b>	<b>65</b>
<b>Minimum Qualifications &amp; Experience Required for FMS Personnel. ....</b>	<b>65</b>
<b>Annexure – E .....</b>	<b>66</b>
<b>Defined Service Levels .....</b>	<b>66</b>
<b>Acronyms .....</b>	<b>69</b>

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RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance

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## 1. Invitation for Competitive Bidding

APTS on behalf of IT&C Department seeks proposals from reputed and experienced Companies/ Consortiums to participate in competitive tendering for providing web based PKI enabled end-to-end e-Procurement services to IT&C Department on Systems Solution Provider (SSP) for a period of 3 years. GoAP has implemented e-Procurement and wishes to extend the same to State Government departments/ organizations.

The Systems Solution Provider (SSP) would be required to maintain the hosted end-to-end web based PKI enabled e-Procurement platform for IT&C Department for procurement from the date of signing of contract. The SSP shall be responsible for operationalization of the system and maintenance of the existing hardware infrastructure, hosted e-Procurement application, training of the user department and shall run a helpdesk. The SSP will realize revenues through a transaction fee model. Interested competent bidders must submit their bids indicating that they are qualified to perform the services listed above. The RFP Notification is available for down load from [www.apts.gov.in](http://www.apts.gov.in).

### 1.1 Time schedule of various Tender related events:

Bid calling date	16-11-2009 at 10.30 AM.
Date & Time for Pre-bid conference	24-11-2009 at 03:00 PM.
Pre-bid conference venue	Conference Hall, 3rd Floor, D Blk, IT&C dept
Last date/time for clarification	26-11-2009 at 03.00 PM.
Bid Closing date and time	02-12-2009 at 03.00 PM.
Pre-qualification bid opening date	02-12-2009 at 03.00 PM.
Commercial bid opening date and Time	Will be informed to the qualified bidder
Bid Document Price	Rs.10,000/-
GoAP contact person	Project Manager, e-Procurement , DGM APTS
Email	pm_eproc_itc@ap.gov.in,pushpa@apts.gov.in
Reference No.	APTS/CS/EPROC-RFP/2009

The Firms which are interested in participation please ask the contact person for details or visit <http://apts.gov.in/tenders.asp>

A complete set of bidding document prepared by APTS may be obtained by interested bidders on the submission of a written application addressed to “*The Managing Director, AP Technology Services Ltd, BRKR Bhavan, Hyderabad*” by paying a non-refundable amount indicated above in section 1.1. The payment can be made in the form of Demand Draft / Cashier’s Cheque / Certified Cheque drawn in favor of “*The Managing Director, Andhra Pradesh Technology Services Ltd., payable at Hyderabad (India)*”. The Document, if required can be sent by Courier

**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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for out locations for which Rs.500/- for inland to be paid extra along with cost of bidding documents.

**Managing Director  
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**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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**1.2. Pre Qualification Criteria**

Considering the wide variety of skills and resources needed to operationalize and maintain the e-Procurement Project, a single company or Consortium of Companies (maximum of 2 members) may bid for the project. In case of a Consortium, the company with the higher turnover of the two consortium members shall be the Prime Bidder and shall be solely responsible to IT&C Department, for discharging of all responsibilities related to the Bid finalization and for the maintenance of the project, if selected as the SSP. The Prime Bidder should submit the bids on behalf of the Consortium. A company shall submit only one response to the RFP either on its own or as a consortium member.

The pre-qualification criteria for the participating bidders are as given below:

1. The bidder must be a company registered under Indian Companies Act 1956 or the partnership act 1932 and should have been in existence for at least 5 years as of 31 March 2009 as evidenced by the certificate of incorporation and certificate of commencement of business issued by the Registrar of Companies, India.
2. The Bidder should have had an average annual turnover of Rs.25 Crores during the last 3 financial years ending and minimum of Rs.10.00 crores or above for each financial years (2006-07, 2007-08, 2008-09) from development, implementation of application software preferably e-Procurement or e-Procurement related, Operations & Maintenance, Facility Management and application support in n-Tier Technology as evidenced by the audited accounts of the company.
3. The bidder must be a profit making company in each of the last 3 financial years ending 31 March 2009.
4. The bidder should have a net worth of at least Rs. 5 crores as on 31 March 2009.
5. Consortium bids or Joint Venture bids are allowed. The Prime Bidder should submit the proof of “Consortia” and declaration of the Company being the “Prime Bidder”.
6. Bidder must have experience in development, operations and maintenance of PKI enabled e-Procurement engine (e-tendering, EPC contract, e-auctions etc) in at least one State/Central Government for a period of 1 year.
7. The Bidder must be a CMMI Level 5 certified company on the date of tender publishing.

**Note:**

Proposals of bidders who do not conform to above PQ criteria will not be considered for further evaluation and shall be summarily rejected without any separate notice or assigning any reason whatsoever. PQ evaluation does not have any weight age and is only for the sake of identifying qualified Firms for Commercial evaluation.

The Bidder should have its local office in Hyderabad for the last 12 months with at least 50 software development & maintenance resources and at least 50 application support resources.

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**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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The bidder shall not have been black listed by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government.

Relevant documents in support of the above Pre-Qualification Criteria should be furnished.

1. EMD should be enclosed in the “Pre-Qualification Bid” envelope. The bid should have 2 envelopes “Prequalification bid”, and "Financial bid", as the case may be, followed by the title mentioned above against " Tender Call:"
2. Name of the vendor and contact address should also be written on the envelope.
3. Tenders will be accepted only from those who have obtained bid document from APTS/ department and a support receipt of purchase of document should be enclosed in the envelope.
4. A complete set of bidding documents may be obtained by interested Firms from the GoAP 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 Bankers' cheque drawn in favor of “MD, APTS, Hyderabad”.
5. All correspondence should be with GoAP contact person in writing only.

**1.3 Pre-Qualification Bid shall include:**

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

1. Form P-0: Covering Letter from the Bidder
2. Form P-1: Details of the Organization for single bidder / consortium
  - a. Form P-1A: Details of the Organization - Single Bidder
  - b. Form P-1B: Details of the Organization - Prime Bidder (Fill only in case of Consortium)
  - c. Form P-1C: Details of the Organization - Consortium Partner (Fill only in case of Consortium)
3. Form P-2: Financial Information for single bidder / consortium members
  - a. Form P-2A: Financial Information - Single Bidder
  - b. Form P-2B: Financial Information - Prime Bidder (Fill only in case of Consortium)
  - c. Form P-2C: Financial Information - Consortium Partner (Fill only in case of Consortium)
4. Form P-3: e-Procurement Implementation Experience (3 forms, one for each project reference)
5. Form P-4: CMMI Level 5 Assessment
6. Form P-5: Profile of e-Procurement experts
7. Form P-6: Number of in-house IT Professionals employed Category wise as on bid calling date.
8. Form P-7: Local Presence (in Andhra Pradesh)
9. Form P-99.Compliance/Agreed/Enclosed/Deviation Statement
10. Form C-1.Commercial Proposal (Stage II bidding format)

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**1.4. Financial Bid**

The financial bid should provide cost calculations corresponding to the Services schedule in the Form C-1.

**1.5. Bidding Procedure**

Offers should be made in two parts namely, “Pre-qualification bid”, and “Financial bid” and in the format given in bid document. Each offer should be placed in a separate envelope super scribed “Pre-Qualification” & “Financial Bid” and both packets shall be submitted in a single sealed cover.

**1.6. Pre-Bid Meeting:**

All those Firms who are interested and have purchased the bid document from APTS can participate in the Pre-bid meeting to seek clarifications on the bid, if any.

**1.7. Bid Evaluation Procedure:**

Bids would be evaluated for complete project. Bids will be in two parts (pre-qualification and financial/commercial) and there will be two bid-opening events. APTS officers at each such event will generally follow the guidelines. However APTS 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.

**1.8. Opening of Bids:**

- 1.8.1** Bids will be opened in the presence of bidder’s representatives, who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance.
- 1.8.2** The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the APTS officer at his/ her discretion, may consider appropriate, will be announced at the opening stage. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.
- 1.8.3** 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.
- 1.8.4** Bids shall be considered responsive if the receipts of purchase of the tender document are enclosed in the bid. Submitted Bids not having receipt of purchase of tender document and EMD shall be rejected.

**1.9. Clarification on Submitted Bids**

During evaluation of the bids, APTS may, at its discretion, ask the bidders for clarification of its submitted bid.

**1.9.1 Preliminary Examination of the bids**

- 1.9.1.1** Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished,

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**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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whether the documents have been properly signed, and whether the bids are generally in order.

- 1.9.1.2** 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.
- 1.9.1.3** APTS 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.
- 1.9.1.4** Prior to the detailed evaluation, APTS 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.
- 1.9.1.5** If a bid is not substantially responsive, it will be rejected by the APTS and may not subsequently be made responsive by the bidder by correction of the nonconformity.

**1.10. 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, GoAP 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.

**1.11. Financial Bid**

Final choice of firm to Operationalize and Maintain the project shall be made on the basis of conformity to pre qualification, appropriateness of the financial offer from point of view of cost effectiveness over the entire period for the services and capability of the firm to execute and service the project.

## 2 Introduction

### 2.1. Background of the Existing e-Procurement System:

Govt. of AP has implemented an internet based and centrally hosted e-Procurement solution in 2003 and the solution have been rolled out to all the Major Departments, PSUs and ULB of the State. The solution caters to procurement of departments for goods, works and services. The e-procurement solution consists of the following modules:

- a. Bidder/Vendor/Contactor Registration
- b. Electronic tendering (Tender invitation, publication, electronic submission of tenders, Electronic evaluation, award of contract, agreement)
- c. Auction & Reverse Auction
- d. Catalogue based procurement
- e. Self service zones for vendors
- f. Item/ Tender/ vendor search, trading partner directory, emails to vendors about the opportunities, news and announcements

The Government requires the SSP to provide e-Procurement **as a service**. The SSP needs to provide an entire suite of e-Procurement services to the departments and agencies of GoAP. This would call for setting up the required infrastructure and deploying an e-Procurement solution to suit the Government requirements and maintaining the system.

### 2.2. Objectives of e-Procurement Solution

GoAP aims to achieve the following objectives with the implementation of e-Procurement:

- a. Transparency: Introduce the maximum extent of transparency in the public procurement by making the required information available on the Internet.
- b. Cost Savings through higher competition: A result of wider publicity to Government procurement opportunities
- c. Cost Savings through demand aggregation: The ability to aggregate Government departments' demand to leverage buying power with the supply market.
- d. Reduced inventory costs: Improved planning and management of inventory leading to lower levels of inventory
- e. Internal arbitrage: Ensuring consistency in goods and services costs at the best price across all Departments at item level.
- f. Consistent and sustainable contractor development: Enabling pre-qualified vendors the opportunity to access of other government departments.
- g. Transactional effectiveness: Eliminating or automating non-value adding steps within the procurement to enable efficient and effective processes.
- h. Reduced Total cost of ownership: Understanding the supply chain and life cycle costs in procurement to establish value adding supply relationships leading to reduced cost of doing business for both government and industry
- i. Effective tender processing: Use of different types of e-Auctions to get better prices for GoAP.
- j. Open platform: Level playing field and "fair" competitive platform for the suppliers.
- k. Disposals: Accessing a wider customer base when disposing of redundant assets
- l. Smart governance: Increased transparency, monitoring and control of procurement process

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**2.3. Expected Benefits of implementing an e-Procurement System**

GoAP expects the following specific benefits to result from the use of e-Procurement:

- a. Improved efficiency in the form of reduced cycle time, elimination of delays arising out of processing tenders manually and on paper.
- b. Publication of tender notice / IFB in Newspapers can be avoided resulting in saving of time and money
- c. Cartel formation can be arrested, as any bidder interested will be able to participate with anonymity.
- d. Fair, free and fearless participation of tenderers becomes possible.
- e. Bring in transparency in tendering process
- f. Improvement in work culture in the departments
- g. Database on goods, services, works and contractors gets build up.
- h. Economy of scale is achieved by aggregation of requirements.
- i. Better access to procurement information and analytical reports

**2.4. Stakeholders in the e-Procurement Solution**

The following groups of stakeholders get affected by the implementation of e-Procurement:

- a. Government of Andhra Pradesh Departments & Corporations
- b. The political and administrative set-up in the Government of Andhra Pradesh
- c. Supplier & Contractor community across India, who participate in the procurement activities of GoAP
- d. Residents of the State of Andhra Pradesh & Citizens of India
- e. Any other State or Country agreed by GoAP

**2.5. Existing Solution****2.5.1. Functional Specifications:**

e-Procurement solution of GoAP has the functionalities that are required by the user departments:

- Dissemination of tender and other procurement information from the GoAP e-Procurement website. This will involve only posting of such information on the site and shall not involve any backend workflows or automation of process thereof. This can be on current and future tendering opportunities, general guidelines for doing business with the Government, new supplier registration etc.
- Indent management,
- Aggregation of demand
- Tender Hosting
- Tender requisition
- Tender approval
- Tender publishing
- Pre-bid meeting
- Bid submission
- Online receipt of payments
- Bid opening
- Bid evaluation
- Supplier selection

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**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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- Letter of award
- Ordering items with rate contracts
- Catalogue based procurement
- Creation of purchase requisitions from standard catalogues
- Workflows
- Create and output purchase orders
- Receipt and returns
- Supplier Order Management
- Supplier registration for mutually agreed and identified items.
- Supply order management
- Price updates
- Auctions
- Forward auctions
- Reverse auctions
- Creation of Contractor /Vendor database
- Vendor uploading their data in the online structured forms
- Updating the data by the vendor on half yearly basis
- Publication of database in the public domain
- Integration of the database with eTendering module for bid submission by the vendor
- Auto bid evaluation by the user department
- Online application for new registration of contractors
- Renewal of registrations
- Workflow to process the application
- Approval/ rejection of contractors registration
- Black listing/ suspension of contractors
- Contract Monitoring
- Integration with eTendering module
- Contract status (physical & financial) online inputs from the field functionaries
- Generation of progress charts/graphs by the system for work/project

### 3. Overview of Scope of Work

The Systems Solution Provider (SSP) would be required to host an end-to-end web based client-end PKI enabled e-Procurement platform for IT&C Department for procurement of Goods, Works and Services within one month from the date of signing of contract to service the IT&C Department and other departments/ organizations. The following outlines the broad areas of scope of work for SSP.

#### 3.1. Operations and Maintenance (O&M) of e-Procurement Solution:

- a. The bidder shall be responsible for operation, maintenance and management of the said e-Procurement solution.
- b. The bidder shall be responsible for maintaining the existing configuration and managing new configurations like creating a new organization, creating new users, assigning privileges, defining workflows, etc.
- c. Responsible for ensuring that the security features in the e-Procurement application are always upto date with the latest technology and best practices. PKI technology embedded in the e-Procurement application is updated on a regular basis and the PKI component is updated to support Digital Certificates issued by any new Certifying Authority.
- d. Responsible for ensuring that the application is free of all security vulnerabilities and its performance is optimized at all times. Performance bench marks shall be agreed as part of SLA.
- e. Responsible for managing all the incidents, bugs and problems reported by the users related to the e-Procurement application and ensuring that the same are diagnosed and fixed immediately so as to provide 99% solution uptime to the users.
- f. Responsible for ensuring that the e-Procurement application is updated with the latest technology.
- g. Shall carry out all changes in functionality on account of changes in applicable legislations / statutes, Rules and notifications (Government Orders) and Change Requests from Users.

All planned changes to application systems shall be undertaken within the time schedule as per established change control processes to ensure that

- a. Appropriate communication to all stake holders has taken place
- b. Proper approvals (from the GoAP) have been received
- c. Schedules have been adhered to minimize impact on the production environment
- d. Adopt the data standards approved by GoAP in the development & maintenance process.
- e. Maintain the confidentiality by submitting a NDA as per the GoAP format
- f. Intellectual property rights

#### 3.2. e-Procurement Solution Infrastructure O&M & Hosting

- a. The bidder shall be responsible for operating, managing, updating and maintaining the hardware, system software, networking components, storage, etc (the details of the hardware and software are shown in Annexure – C).
- b. Responsible for system administration, database administration, network administration (firewall, routers, switches, etc.) and security administration

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**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**


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- c. Responsible for ensuring that the system software's are always updated with the latest patches and configured in a manner to prevent unauthorized intrusion. Ensure that any patch update is first tested for any conflict with the e-Procurement application.
- d. Ensure that the anti-virus is always updated and the e-Procurement system is free of viruses.
- e. Ensure that the agreed security policies are implemented.
- f. Responsible for taking periodic back-ups as per the agreed back-up policy.
- g. Responsible for ensuring that the SSL certificate is active and implemented properly.
- h. Responsible for Hosting the solution and servers in an ISO 27001 certified Data Centre.
- i. Responsible for providing internet connectivity required for hosting the solution and ensuring a good response time to the users.
- j. Responsible for monitoring of application performance, hardware performance, bandwidth usage, etc and take appropriate remedial measures to ensure compliance with the agreed SLA.

### **3.3. Helpdesk Facility**

The SSP shall set up a telephonic multi member Help desk operations from 0900 hrs to 2100 hrs IST on all seven week days for call logging, issue resolution and tracking. The SSP shall provide online support, online training modules and Handholding activities to departments for migrating to the new e-Procurement system.

### **3.4. Solution Training:**

Shall provide training to the GoAP users (more than 5,000 officers spread across more than 150 locations in the state using the e-Procurement solution) and the bidders/contractors (more than 30,000 registered bidders) using the platform. Training workshops shall be organized within and outside of Hyderabad by the bidder for the training of the users. Bidder shall run a training workshop on a walk-in basis at his office in Hyderabad for all the users.

Bidder shall prepare a training kit for various types of users and keep them updated. The training kits would be available online for the users to download and refer to.

### **3.5. Maintenance Support:**

The bidder shall provide the following support to the department:

- a. Shall dedicate help desk support resources as per the SLA to provide helpdesk support to all the user departments put together as per the specifications given in the document.
  - b. Shall provide support to all the bidders to enable the bidders to register on the e-Procurement platform, register their digital certificate on the platform and bid online in the tenders. It has been observed that the bidders required a lot of support on an ongoing basis.
  - c. Shall provide technical and functional support to the users.
- i. Shall maintain an online 'Issue log register' for all requests/complaints received. The functionality shall include features to record call receipt, call acknowledgement with email, call logging, call monitoring, assign call to resolving agent, keep informed the requester with automatic emails, close call etc.,
  - ii. Shall put in place an escalation mechanism whereby any request / complaint not addressed within 24 hours of its receipt shall get escalated to higher level.

RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance

**3.6. Progress Reporting/Problem Resolution Procedure:**

- a. In consultation with the GoAP Project Manager shall decide on the reporting frequency, content etc of the reports to be generated and to be submitted to the GoAP
- b. Shall submit the following reports to the GoAP Project Manager at the specified intervals against it.

S.No	Item	Interval
1	Facilities Management Performance report	Monthly
2	Change management requests from users report	Monthly
3	Department/ Supplier satisfaction survey (online) reports	Half Yearly
4	All service management requests report	Monthly
5	Capacity utilization report	Monthly
6	Network management reports	Monthly
7	Report on database administration	Half Yearly

**3.7. Obligations of GoAP:**

The Steering Committee has been formed by the GoAP to oversee the implementation of the e-Procurement project across departments. This committee would suggest/initiate necessary legislative & regulatory changes, supplier adoption and streamlining the government procurement process.

The Steering Committee would also coordinate with the departments/agencies to use the e-Procurement channel effectively to procure their requirements in accordance with the agreed Service Levels

- Assist in catalogue building and supplier enablement
- Facilitate interfacing with the department’s system at the appropriate time
- Provide data and any other process related information’ facilitate meetings with department people, bring out necessary regulatory and procedural changes and coordinate with the departments to adopt the platform

**3.8. Further Requirements Study:**

The Bidder shall also study and understand the new requirements of various departments and other State/Countries using e-Procurement solution and further customize the existing e-Procurement solution and implement Change Management for all the participating departments. GoAP desires to continue to use the e-Procurement Solution, established in the year 2003 and also implement the newly developed modules like contractors Database Information system, Contract Monitoring System to add value to the e-Procurement system.

**3.9. Operation & Maintenance of the Present System**

The present e-Procurement System and the associated infrastructure have to be maintained by the SSP. The SSP on the request of the GoAP shall procure additional hardware items and customize the existing e-Procurement solution and submit the documentation associated with the customization.

SSP shall also be responsible for Operation & Maintenance and implementation of Disaster Recovery Solution for TMS so as to meet the SLA requirements. The DR solution implemented

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**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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for TMS shall also adhere to the data centre security guidelines and other standards defined for the existing primary data centre.

**3.10. Rollout:**

All necessary customizations to the Tender Management Software necessary to meet the functional & work flow requirements of the participating departments shall be carried out within the time frames fixed by the GoAP.

**3.11. Procurement of supporting IT Infrastructure (Hardware and Software):**

Procurement of IT infrastructure required for implementation of e-Procurement solution at both Primary and Disaster Recovery sites at the cost of GoAP. For determining the further IT infrastructure requirements of e-Procurement solution, and monitor the performance of the IT infrastructure in terms of utilization and memory usage and submit the reports to the GoAP on a monthly basis

In case any additional hardware or software if required in future, to meet the growth of transactions at primary site, the cost of the same shall be borne by GoAP

Bidder shall be responsible for all other costs like hosting charges of servers, internet connectivity charges, connectivity charges for primary site and disaster site, etc.

**3.12. Documentation:**

Preparation of enhanced documents including User training manuals., Functional User Requirements Specifications, related system enhancements & maintenance, and Maintenance Manuals, as per acceptable standards currently being followed. The enhanced documents shall be furnished to the user departments with a copy to the Project Manager, e-Procurement.

During the period of Contract SSP shall also comply with the requirements of the GoAP as specified in System requirements based on international good practices on e-Procurement with respect to operation & maintenance of similar e-Procurement Solutions.

**3.13. Disaster Recovery Site:**

Shall also be responsible for Operation & Maintenance and implementation of Disaster Recovery Solution for TMS so as to meet the SLA requirements. The DR solution implemented for TMS shall also adhere to the data centre security guidelines and other standards defined for the primary data centre

**3.14. Archival Policy & Data Backup Policy**

SSP shall comply with the archival policy of the GoAP. SSP shall archive the data as per the GoAP Archival policy.

SSP shall perform data backup activities and restoration testing as per the Back up policy of GoAP in order to ensure that e-Procurement application and its data can be recovered in the event of systems failure, loss of service, or loss/corruption of data. Back-up copies of essential information and software should be taken on a regular basis as defined in the agreed Service levels.

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**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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**3.15. Confidentiality & Data Proprietary:**

The parties acknowledge and agree that in connection with this Agreement, they will communicate with each other, orally and in writing, information under this Agreement including, but not limited to, research and technological information, trade secrets and business strategies, or any other non-public information all of which are confidential and proprietary to the disclosing party (the "Confidential Information") and the receiving party will not, without the express prior written consent of the disclosing party, use in any manner other than the purpose specified hereunder and will not disclose any such confidential information to any third party or employees except those having a need to know such confidential information. The obligations of the parties set forth in this article will survive the termination of this Agreement.

The confidential information will not include any information that:

- i.** is publicly known at the time of disclosure;
- ii.** is received by either Party without restriction from a third party;
- iii.** is published or otherwise made known to the public;
- iv.** is required to be disclosed under a court order or pursuant to any rule, regulation or statute.

3.15.1 Each Party will use the same standard of care with the confidential information as it does with its own confidential information, but in no event less than reasonable care.

3.15.2 O&M team shall not, without prior written consent from the GoAP, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the GoAP in connection therewith, to any person other than a person employed by it in the performance of the Agreement. Disclosure to any such employed person will be made in confidence and will extend only so far, as may be necessary for purposes of such performance. Similarly GoAP (including departments, its employees etc) shall not disclose the contents of the agreement including commercials to any person.

#### 4. Statement of Important Limits/Values related to Bid

This section provides important deadlines and associated activities, such as Bid Security information, Implementation cum Performance Guarantee, Warranty Period.

<i>S.No.</i>	<i>Item</i>	<i>Description</i>
1.	Bid Security (EMD)	Rs.10,00,000/- (Rupees 10 Lakh only)
2.	Bid Validity Period	90 days from the date of opening of bid.
3.	Bid Security Validity Period	90 days beyond bid validity period.
4.	Implementation Period	36 Months
5.	Implementation cum Performance Guarantee Value (in Rupees.)	10% of contract value
6.	Implementation cum Performance Guarantee validity period	90 days beyond date of submission and delivery and final acceptance of completion of work.
7.	Period for submission of Implementation cum Performance Guarantee	Within 30 days of receipt of letter of notification of award.
8.	Period for signing contract	Within 15 days from the date of receipt of letter of notification of award.
9.	Penalty for delay in implementation	Please refer penalty clause.
10.	Warranty Period	The e-Procurement System shall be warranted for periods of 3 years from the date of Contract Signing
11.	Address for correspondence in respect of Technical clarifications	<b>Project Manager( e-Procurement)</b> <b>Room No: 306 'A' Block</b> <b>A.P. Secretariat</b> <b>Hyderabad</b>  <b>E-mail:</b> pm_eproc_itc@ap.gov.in

## 5. Instruction to Bidders

### 5.1 Introduction:

Name of the Client	:	The Secretary IT&C Department, Hyderabad.
Name of the Consultant for the Client	:	Andhra Pradesh Technology Services Ltd, B-Block, 4 <sup>th</sup> floor, BRKR Bhavan, Tank bund Road, Hyderabad.
Description of the System for which bids are invited	:	e-Procurement Solution Operation and Maintenance

### 5.2 General Eligibility

- This invitation for bids is open to all Indian firms who fulfill prequalification criteria.
- Bidders marked / considered by APTS/ GoAP to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- Breach of general or specific instructions for bidding, general and special conditions of contract with APTS or any of its user organizations may make a firm ineligible to participate in bidding process.

### 5.3 Cost of Bidding

The bidder shall bear all the cost associated with the preparation and submission of bid including prototype presentation. The client/consultant will in no case be responsible or liable for those costs.

### 5.4 Site Visit

The bidder shall bear all the cost associated with the preparation and submission of bid including prototype presentation. The client/consultant will in no case be responsible or liable for those costs.

### 5.5 Pre-Bid Meeting

All those who have obtained bidding document can participate in pre-bid meeting to seek clarification on the bid if any. Further, attending pre-bid meeting is compulsory for the bidders. Bidders who fail to attend the pre-bid meeting have no right for to claim to the deviations from the bid document which may not part of the present scope of the work.

### 5.6 Clarification on Bidding Document

A prospective vendor requiring any clarification of the bidding documents may notify GoAP Contact Person. Written copies of the GoAP 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.

The concerned contact 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

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**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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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 GoAP/ APTS shall not entertain any correspondence regarding delay or non receipt of clarification.

**5.7 Address for Clarification**

The Managing Director,  
AP Technology Services Ltd, 4<sup>th</sup> Floor, B Block, BRKR Bhavan,  
Tank bund Road, Hyderabad- 500 063.  
**Mail: mdapts@apts.gov.in**

**5.8 Amendment of Bidding Document**

At any time prior to the deadline for submission of bids, GoAP/ APTS, 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. All prospective bidders those have received the bidding documents will be notified of the amendment and such modification will be binding on all bidders. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the APTS, at its discretion, may extend the deadline for the submission of bids.

It is vital that bidders read and fully understand all the requirements included in the RFP. The purpose of this section is to explain the contents and structure of the RFP document as an aid to approaching, understanding, and accurately bidding a solution which is fair and equitable to the bidder and to State of Andhra Pradesh.

**5.9 Bidding Procedure****Two Stage Bidding Procedure**

The bidding will be in two stages (PQ and Commercial) and at the end of every stage short listed bidders will be informed to have fair and healthy competition. The following is the comprehensive procedure for selection of bidders at each and every stage.

**5.9.1 Stage-I - Bidding Procedure**

The bidder shall furnish the information in the required formats specified as Stage-I Bidding (Pre-Qualification). In case the bidder fails to provide necessary information or fails to fill any columns, bid will be liable to be treated, as non-responsive. Information furnished after opening of the stage I bids will not be considered for evaluation purpose. Stage-I bidding formats consists of the following information.

**Organizational Strengths of the Bidder**

1. Turnover and Financial Performance.
2. Manpower Details.
3. Local Presence.
4. Experience in handling similar projects.
5. Quality Certifications.
6. Experience of the Bidder
7. Relevant technical expertise and skill-sets
8. Past track record of Bidder

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**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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**5.9.2 Stage-II Bidding Procedure**

The commercial proposal of the short-listed bidders in Stage-I will only be opened.

**Note:** Any bidder who tries to offer discounts/ benefits suo-moto after opening of bid(s) will be automatically disqualified from the current bidding process without any prior notification and also may be disqualified for future bidding processes in APTS.

**5.10 Preparation of Bids****5.10.1 Language of Bid**

The language for all of the correspondence and documents related to the bid must be in **English**.

**5.10.2 Documents Comprising the Bid****Stage 1: (Pre-Qualification)**

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

1. Bid Form P#0
2. Name of the company/ organization registered with ROC in Form P#1
3. Turn over details , P&L, Assets of the Bidders in Form P#2
4. List of e-Procurement projects (customers) in Form P#3
5. Quality Certifications obtained by the Company in Form P#4
6. Details of CVs Technical Personnel in Form P#5
7. Details of Technical staff in Form P#6
8. Local Address of the firm in Form P#7
9. Bid Security
10. Certificate that they have not been black listed by any Central/ State Govt. department (Own format)
11. Other information, if any required in the bid document in Form (own format)

**Stage 2: (Commercial Proposals)**

Commercial / Financial bid enclosed in Form C#1 [Stage-II bidding formats]

**5.10.3 Bid Prices**

The bidder shall express their bid price for the information system using the price schedule form provided in the bidding documents. All costs and charges related to the bid shall be expressed in Indian Rupees.

**5.10.4 Bid Security**

The Bid Security shall, be in the form of a Demand Draft or BG from a Scheduled bank located in India and at least having one branch in Hyderabad in the form given in bid document. Any bid not accompanied by an acceptable bid security shall be rejected and treated as non-responsive. The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity.

The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required Performance Bank Guarantee.

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**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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**5.10.5 Bid Validity**

The bid validity period shall as indicated in the bid document. A bid having validity for shorter period shall be treated as non-responsive and rejected.

**5.10.6 Bid Submission, Format and Signing**

The bidder has to submit 2 copies/documents (sealed separately) super scribing on the right hand side top corner as “Original” and “Duplicate”. Each copy of the bidding document will consists of pre-qualification, technical and commercial that is sealed individually. The 2 copies of the bidding documents consisting of 2 copies of all in the following form:

**Original Bid document must be sealed separately as one bundle and contain:**

- i. Pre-Qualification details **Super Scribing** on the right hand side top of the cover as “**Pre-qualification Original**”.
- ii. Commercial Proposal (**Sealed Separately**) details **Super Scribing** on the right hand side top of the cover as “**Commercial Bid Original**”

**Duplicate Bid document must be sealed separately as another bundle and contain** all the above-mentioned 3 documents except Original will be replaced by the word **Duplicate**.

**Both Original and Duplicate bid documents must be twins in all the respects.**

The original and all copies of the bid, each consisting of the documents listed in instructions, shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter of authorization shall be indicated by written power of attorney, shall accompany the bid. All pages of the bid, except for an amended printed literature, and shall be initialed by a person or persons signing the bid.

**5.10.7 Submission of Bids**

Bids may be sent by registered post/speed post/courier/hand delivered to APTS help desk so as to be received at the following address:

**Address for submission of bids**

The Managing Director,  
AP Technology Services Ltd,  
4<sup>th</sup> Floor, B Block, BRKR Bhavan, Tank bund Road,  
Hyderabad- 500 063. email: mdapts@apts.gov.in

**5.10.8 Deadline for submission of Bids**

The Consultant at the address specified in the Bid Document not later than the date and time indicated in bid document must receive bids. The Client/Consultant may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Client/Consultant and Bidders will thereafter be subject to the deadline as extended.

**5.10.9 Late Bids**

Any bid received by APTS after the bid submission deadline prescribed in the Bid Data Sheet shall be rejected and returned unopened to the bidder.

**5.10.10. Withdrawal of the Bids**

The Bidder may withdraw their bids after submission, provided APTS receives information one day prior to the deadline date prescribed for bid submission receives a written consent.

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RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance

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No bid can be withdrawn after expiry of time allowed for withdrawal of bid till bid validity period. Withdrawal of bid during this prohibited period will result in forfeiture of bid security (EMD).

**5.11 Bid Opening and Evaluation**

**5.11.1 Date of Bid Opening**

Date and Time : As indicated in bid document  
 Place for bid opening : As indicated in bid document and as communicated by APTS

“In the event of the specified date of bid opening being declared a holiday for APTS, the bids shall be opened *at the appointed time* and location on the *next working day*.”

**5.11.2 General Guidelines for Bid Opening**

Bids shall be submitted in two parts (pre-qualification and financial/commercial) and there will be two bid-opening events. Bidders shall take due care of keeping both the bids in separate sealed covers with proper Labels on the Main Cover. The bids submitted shall be spiral binded and not in loose papers. All the Pages should be numbered and sealed.

APTS officers at each such event will generally follow the guidelines. However APTS 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.

**5.11.3 Opening of Bids**

Bids will be opened in the presence of bidder’s representatives who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance. The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details of APTS 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.

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.

No Commercial bid shall be rejected at the time of Bid Opening.

Opening of Commercial bids may or may not happen in presence of bidders as decided by APTS at the time of opening of Commercial bids, however the successful bidder shall be informed.

**5.11.4 Clarification of Bids**

During evaluation of the bids, APTS may, at its discretion, ask the bidder for clarification of its bid content and seek information.

**5.11.5 Preliminary Examination of the Bids**

- Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished,

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RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance

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whether the documents have been properly signed, and whether the bids are generally in order.

- APTS may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- Prior to the detailed evaluation, APTS 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.
- If a bid is not substantially responsive, it will be rejected by APTS and may not subsequently be made responsive by the bidder by correction of the nonconformity.

**5.11.6 Evaluation of Pre-Qualification bids**

Pre - qualification bid documentation shall be evaluated in two sub-steps.

- Firstly, the documentation furnished by the bidder will be examined prima facie to see if the Companys capacity, skill base and other vendor attributes as claimed therein are consistent with the needs of this project.
- In the second step, APTS may ask bidder(s) for additional information, visit to bidder’s site and/or arrange discussions with their professional, technical faculties to verify claims made in bid documentation.

**5.11.7 Net Current or Net Present Value (NPV)**

Interest Rate (I) for **Net Present Value** calculations of recurrent costs is **12 % for each year**, wherever applicable.

**5.12 Evaluation Criteria**

The Evaluation of the Bids submitted shall be done by Evaluation Committee. The Bidders should satisfy PQ (all the mandatory eligibility criteria listed in Annexure and Forms) of this document. The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents **as listed in Annexure and Forms** necessary to fulfill the mandatory eligibility criteria.

The bidders shall not be contacted by IT&C Department/APTS if the bidder has failed to provide supporting documents in the submitted Bid.

IT&C Department/APTS shall shortlist such bidders who fulfill all the mandatory eligibility criteria for issue of Request for Proposal (RFP). The Committee shall evaluate each proposal (using an evaluation committee of three or more specialists in the sector), taking into account several criteria:

- a. The SSP’s relevant experience for the assignment,
- b. The quality of the methodology proposed,
- c. The qualifications of the key staff proposed etc.

Subsequently, the Commercial bid that contains the pricing information will be opened.

**5.13 Commercial Bid Evaluation**

The commercial evaluation would be based on the cost of the services provided by the bidder in his commercial bid. The Year-end Grand total of the commercial bid of each bidder shall be taken

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**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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to be quoted on a year-end basis and shall be discounted at 10% to arrive at the Net Present Value (NPV) for the 3 years put together for the purpose of commercial evaluation.

Finally, each of the bids shall be evaluated on a score of 100 points on the basis that points obtained are inversely proportional to the NPV value (arrived at as mentioned above) and vice-versa. APTS reserves the right to employ the NPV method or any other method of commercial evaluation as it deems fit to arrive at the best value bid.

APTS reserves the right to reject all/any part of the tender without assigning any reason whatsoever and decision of APTS in this regard, shall be final and binding.

GoAP is not bound to disclose the details of the evaluation process in terms of methodology, evaluation criteria and scores.

- Financial Bids of only those bidders will be opened who have secured at least minimum marks in Pre-Qualification Evaluation. All other financial bids will not be opened and ignored.
- APTS 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.

**5.14 Evaluation Committee**

- Tenders shall be evaluated by the Tender Committee.
- The Tender Committee may choose to conduct negotiation or discussion with any or all the bidders.
- Should there be any changes in the terms in the terms and conditions of the tender pursuant to the negotiations during the evaluation of the commercial bids, which are likely to impact on the financial bids, it shall be competent for the Tender Committee, to seek revised commercial bids in sealed covers ONLY from those bidders cleared technically by the committee. While seeking such revised financial bids, the committee shall give reasons justifying the need for such a course of action.
- The decision of the Tender Committee in the evaluation of the Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- The decision of the Evaluation Committee in the evaluation of the Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- Clarifications of Bids and Review of Bidder’s Proposed Deviations
- To assist in the examination, evaluation and comparison of Bids APTS may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted contacting of APTS.
- The best value bidder in terms of cost of operations and maintenance, after evaluation committee approval shall be invited for contract signing.

**Any attempt by a Bidder to influence APTS in its bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder’s Bid.**

- Content and form of response

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**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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- This section contains the table of contents for the bid response. In order to facilitate evaluation and comparison of bid responses, bidders shall submit their response in this format. Failure to do so may result in the bid being eliminated at the examination stage as no responsive. Should the bidder have additional information to submit that cannot be encompassed by the current table of contents, additional sections may be added at the end.
- Award of contract

**5.15 Adjudicator**

**The Managing Director**, APTS will be the Adjudicator for contract disputes. The Client and the solution provider will share the services charges @**Rs.10, 000/- per day** as daily fee for the Adjudicator.

**5.16 Confidentiality**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful firm.

**5.17 Assumptions and Exclusions:**

The bidder should state clearly the assumptions and exclusions based on which he/she is bidding for the contract.

**5.18 Disqualification:**

- 5.18.1 The bid is liable to be disqualified if not submitted in accordance with this document.
- 5.18.2 Bid received after due date and time
- 5.18.3 Bid not accompanied by all requisite documents.
- 5.18.4 Price offer is enclosed in the same envelope as of PQ.
- 5.18.5 The bidder qualifies the bid with his own conditions.

## **6 General Conditions of Contract (GCC)**

### **6.1. Contract and Interpretation**

#### **Definitions**

*In this Contract, the following terms shall be interpreted as indicated below and the solution provider must bind all the definitions and prepare financial quotations.*

**Applicable Law** means the Contract shall be interpreted in accordance with the laws of the Client's country, unless otherwise specified in Special Conditions of Contract (SCC).

**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 User signs the contract for rendering of goods and services.

**Client** means the AP Government Office as defined in GCC clause 6.1.1. and its organizations, units or functional units whether partially or fully owned or controlled by it.

**Composite bid** means a bid in which the technical and financial parts are combined into one but their evaluation is sequential.

**System Integrator/ Application Solution Provider (SSP)** means the firm or joint venture providing the solution under this contract as named in RFP/Technical specifications/scope of work.

**Consultancy Service Provider's Bid** means the SSP's bid which shall form part of the Contract.

**Contract** means the agreement entered into between the Client and the Application Solution Provider (SSP), as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.

**Contract Price** means the price payable to the SSP under the Contract for the full and proper performance of all its contractual obligations.

**Cost of the Solution (CS)** means the costs involved for the works and services mentioned in the scope of work and also include any amendments made there on before award of the contract.

**SSP's representative** means the duly authorized representative of the SSP, approved by the Clients and responsible for the SSP's performance under the contract.

**Day** means calendar day.

**Effective Date** means the date following contract signing that the contract enters into full force and upon fulfillment of any and all additional conditions specified in the SCC.

**Financial bid** means that part of the offer that provides price schedule, total project costs etc.

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**Firm** means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.

**GCC** means these General Conditions of Contract.

**Goods** when used singly shall mean the hardware, firmware component of the goods and services.

**Goods and services** mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.

**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.

**Implementation cum Performance Bank Guarantee (security)** means on receipt of notification of award from the User, the successful bidder shall furnish the security in accordance with the conditions of contract, in the Implementation cum performance security form provided in the bidding documents or in another form acceptable to the User.

**Pre-qualification and Commercial bid** means that part of the offer that provides information to facilitate assessment, by APTS, professional, financial standing of the bidder, conformity to specifications etc.

**Products** mean all of the equipment, Hardware, Software, supplies and consumable items that the SSP is required to install or provide under the contract, plus the associated documentation.

**Project Plan** means the document to be developed by the SSP and approved by the Clients, based on the requirements of the Contract and the preliminary project plan included in the SSP's bid. Should the Project Plan conflict with the Contract in any way; the relevant provisions of the Contract shall prevail in each and every instance.

**Project sites** means the place or places named in the schedule or requirements for delivery of goods and services.

**Specification** means the functional and technical specifications or statement of work, as the case may be.

**Tender call or invitation for bids**, means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.

**Two part bid or Two Stage bid** means the pre-qualification bid, technical and financial bids are put in separate covers and their evaluation is sequential.

**Warranty Period** is the period specified in the GCC or SCC, following Acceptance of the deliverables during which the SSP's warranty obligations in respect of the delivered materials are in force. During the warranty period the SSP has to keep all the deliverables in safe custody.

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**6.2 Confidentiality**

The SSP must maintain absolute confidentiality of the documents/maps/tools collected in any form including electronic media and any other data/information provided to him for the execution of the work. The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/amended before signing the contract. The SSP must remove/destroy the entire data from his custody after completion of the warranty period. If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.

**6.3 Intellectual Property Rights***Use of documents and Information*

1. The vendor shall not, without prior written consent from client/APTS, 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 client/APTS in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
2. The Vendor shall not, without prior written consent of client/APTS, 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 client/APTS, other than the contract itself, shall remain the property of the client/APTS and shall be returned (in all copies) to the client/APTS on completion of the Vendor's performance under the contract.

**6.4 Indemnification**

1. The SSP shall, at its own expense, defend and indemnify the Client against all third-party claims of infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in the Client's country.
2. The SSP shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Client is required to pay compensation to a third party resulting from such infringement, the SSP shall be fully responsible there of, including all expenses and court and legal fees.
3. The Client will give notice to the SSP of any such claim without delay and shall provide reasonable assistance to the SSP in disposing of the claim.
4. The Client shall indemnify and defend the SSP against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from the use of any information of Software provided to the SSP by the Client under the contract.

## **6.5 Bid Security, Payments, Guarantees and Liabilities**

### **6.5.1 Bid Security (EMD)**

1. Bid Security must be drawn in favor of “The Managing Director, A.P. Technology Services Ltd, Hyderabad” that can be in form of a Bank Guarantee (BG) or Demand Draft (DD) payable at Hyderabad (India).
2. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice. Format of EMD is enclosed in Annexure – B.
3. The bid security is required by APTS to:
  - a. Assure bidder’s continued interest till award of contract and
  - b. Conduct in accordance with bid conditions during the bid evaluation process.
4. The BG or DD shall be in Indian rupees and shall be from bank scheduled in India and having at least one branch office in Hyderabad.
5. 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 APTS.
6. The successful bidder’s bid security will be discharged upon the bidder signing the contract, and furnishing the performance security.
7. 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.

### **6.5.2 Implementation cum Performance Security**

On receipt of the notification of Contract award, the successful Bidder shall furnish to the Client the implementation cum Performance security for the amount specified in SCC with in time limit fixed, in the form of BG/DD payable at the concerned district. The other requirements of BG/DD will be same as that for EMD. The proceeds of the security shall be payable to the Client as compensation for any loss resulting from the SSP’s failure to complete any one or all obligations under the Contract

The implementation security will be discharged by the Client and returned to the SSP not later than thirty (30) days after completion of three months from the date of submission of deliverables and its final acceptance.

### **6.5.3 Payment**

The method and conditions of payment to be made to the solution provider under this contract shall be specified in SCC. The solution provider request(s) for payment shall be made to the Client in writing, accompanied by an invoice describing, as appropriate, the deliverables defined are delivered and accepted, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract. IT if any will be deducted at source as per IT act. The charges and the frequency of payment shall be notified at the time of signing of Contract.

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**6.5.4 Prices**

Prices charged for deliverables and Services performed under the Contract shall not be increased from the prices quoted by them in its bid.

**6.5.5 Taxes and Duties**

The SSP shall be entirely responsible for all taxes, duties, license fees, and other such levies.

**6.5.6 Delay in the SSP Performance**

The SSP has to start as per the direction of the client at the designated locations and Services shall be made in accordance with the time schedule prescribed by the Client in the Schedule of Requirements. If at any time during performance of the Contract, the SSP should encounter conditions impeding timely delivery or installation of the Systems or performance of the Services, the SSP shall promptly notify the Client in writing of the fact of the delay, likely duration and its cause(s). As soon as practicable after receipt of the SSP notice, the Client shall evaluate the situation and may at its discretion extend the time for performance, with or without liquidated damages, and revised implementation plan will be prepared by both parties. Except as provided under GCC Clause, if SSP fails in the performance of its delivery or installation obligations shall render the liable to the imposition of liquidated damages pursuant to GCC Clause, unless an extension of time is agreed upon by client without the application of liquidated damages.

**6.5.7 Liquidated Damages**

If the SSP fails to deliver Services or install any or all of the systems or if any of the services fail to gain Acceptance within the period(s) specified in the Contract, the Client shall, without prejudice to its other remedies under the Contract, deduct from the performance security, as liquidated damages, a sum equivalent to the percentage of the Contract price specified in SCC. Once the maximum is reached, the Client may consider termination of the Contract. If delivered or installed goods and/or Services cannot be put to use without the undelivered goods/Services, the damages will be calculated using the total price of the goods/services that cannot be put to use.

**6.5.8 Application of LD**

Liquidated damages shall be assessed as per the millstones as per schedule, submission of deliverables and its acceptance”.

**6.6 Termination for Default**

The Client, without prejudice to any other remedy for breach of Contract, may terminate this Contract in whole or in part by giving 30 days advance notice; if the SSP fails to deliver any or all of goods/services or to install any or all of the Systems within the period(s) specified in the Contract, or within any extension thereof granted by the Client **or** if he fails to perform any other significant obligations(s) under this contract. In the event the Client terminates the Contract in whole or in part, the Client may procure, upon such terms and in such manner as it seems appropriate, goods/services similar to those undelivered, and the SSP shall be liable to the Client for any excess costs for those similar goods or Services. However, the SSP shall continue performance of the contract to the extent not terminated.

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**6.7 Termination for Insolvency**

The Client may at any time terminate the Contract by giving written notice to the SSP if he becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SSP, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.

**6.8 Force Majeure**

The SSP 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.

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

If a Force Majeure situation arises, the SSP shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the SSP 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.

If an event of Force Majeure continues for a period of one hundred and eighty (180) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for goods/services already delivered or performed.

**6.9 Resolution of Disputes**

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

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

***The dispute resolution mechanism shall be as follows:***

In case of a dispute or difference arising between the Client 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.

**6.10 Governing Language**

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

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**6.11 Applicable law**

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

**6.12 No interest for performance Guarantee**

No interest shall be paid on the earnest money, security deposit and the amount retained against performance guarantee.

**6.13 Notices**

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

## **7. Contract Execution**

### **7.1 Inspections and Acceptance Test**

Inspection: The Client or its representatives shall have the right to inspect the commissioning works or any other work that would be carried as part of contract execution for its quality to confirm their Contract specifications at point of development/delivery and/or at the final place(s) of delivery. The SSP shall arrange necessary systems, people and equipment for such inspections.

Should any inspected or tested or delivered services fail to conform to the Contract specifications or to pass the Acceptance tests as defined jointly in the Project Plan, the Client may reject the services, and the SSP shall either replace the rejected delivered goods/services or make alterations as necessary to meet the specifications free of cost to the Client.

### **7.2 Acceptance Test method and final acceptance of the solution.**

Acceptance of the produced or deliverables shall be made at the sites, repository site specified in the Schedule of Requirements at the Client's discretion.

- a) The Client will develop and execute Acceptance test programs, procedures and data, with all necessary and proper co-operations from the SSP, pursuant to GCC Clause, The Client shall provide the necessary input to the development of the Acceptance testing portion of the Project Plan, pursuant to GCC Clauses, within the number of days from the Effective Date of the contract specified in SCC. Acceptance tests and success criteria will be defined to substantiate the standard of performance stipulated in the SSP's bid.
- b) Acceptance testing for the final deliverables shall commence within 30 days from the date of completion of the conversion of the scanned images program into microfilms.
- c) Nothing in shall in any way release the from any warranty or other obligations under this Contract or limit the Client's ability to seek other remedies as specified in the Contract.

### **7.3 Warranty**

- a) During the Warranty Period, the services will be checked, put to use or reuse. Any deviation will be notified immediately.
- b) If the SSP, having been notified, fails to remedy the defect(s) within **a week's time**, the Client may proceed to take such reasonable remedial action as may be necessary, at the SSP's risk and expense and without prejudice to any other rights, which the Client may have against the SSP under the Contract.

### **7.4 SSP's Obligations**

- a) The SSP will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in the Client's country, and will indemnify the Client from all

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demands or responsibilities arising from accidents or loss of life. The SSP will pay all indemnities arising from such incidents and will not hold the Client responsible or obliged.

- b) The SSP is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state of the art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- c) The SSP is obliged to work closely with the Client's Project Manager and staff, act within its own authority, and abide by directives issued by the Client that are consistent with the terms of the Contract. SSP is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanors.
- d) The SSP shall appoint an experienced Representative to manage its performance of the Contract within 15 days from Contract signature. The Representative shall be authorized to accept orders and notices on behalf of the SSP, and to generate notices and commit the SSP to specific courses of action within the scope of the Contract. The Representatives may be replaced only with the prior written consent of the Client.
- e) The SSP shall develop the final Project Plan based on Contract requirements, to be submitted to the Client for review and approval within the number of days specified in SCC from the Effective date of the Contract, with all reasonable and necessary input from the Client.
- f) The SSP shall complete Delivery, Installation and Acceptance of the Systems in accordance with Contract requirements (as may be further elaborated in SCC and the Project Plan).

## **8. Special Conditions of the Contract (SCC)**

The following Special Conditions of Contract (SCC) shall supplement to the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract.

### **8.1 Subject Matter of Contract**

#### **8.1.1 Contract Agreement**

The successful bidder should enter into agreement with the client.

- **Key Personnel for Client**  
Co-coordinator from the Client.  
Co-coordinator(s) from the Consultant.
- **Key Personnel for SSP**  
List of Key personnel identified and listed by the SSP in the bid document.  
**[SSP shall provide the List]**

#### **8.1.2 Contract signing**

The SSP has to enter into agreement with the Client/Consultant for which he has quoted and awarded within the stipulated time as mentioned in the bid document.

#### **8.1.3 Payments**

##### **8.1.3.1 Contract Price**

Prices are fixed and no adjustment will be made to the contract price

##### **8.1.3.2 Terms of Payment**

Shall be defined at the time of Contract Agreement.

#### **8.1.4 Penalty**

1. The bidder has to start the setup along with complete equipment within 30 days from the date LOI or 15 days from the Date of entering into contract agreement. In case the bidder fails to start the work within this period, then the client shall be entitled in his opinion to levy the penalty at his discretion not exceeding Rs.1,000/- per day or part there of.
2. If the bidder fails to achieve the milestones as per the milestones mentioned in the scope of the work, then for every day of the delay in delivery of the deliverables then, the client at his discretion will levy a penalty of Rs.5,000/- per day or part there of.

#### **8.1.5 Payment Authority**

The client/consultant will make the payment as per payment terms and conditions.

#### **8.1.6 Insurance to men, machine and material**

The SSP has to insure against all risks on his men, machine and material and provide the evidence before commencing the work to the client.

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**8.1.7 Subcontract**

**Subcontract is not allowed in any form.** During the program, if found that SSP has given subcontract, the contract will be cancelled and implementation cum performance security will be forfeited besides black listing the bidder to participate in any future tender of APTS/Client.

**8.1.8 Infrastructure arrangement by SSP**

The SSP shall make his own arrangements for infrastructure which includes power, water, and transportation of personnel deployed by him, security at the site in addition to the men, machine and material.

## 9. Table of Sample Forms and Procedures

### 9.1 Bid Form

Date: [ insert: *date of bid* ]

To:  
The Managing Director ,  
APTS, 4<sup>th</sup> floor, BRKR Bhavan  
Tank bund road  
Hyderabad

Dear Sir,

1. Having examined the Bidding Documents, the receipt of which is hereby acknowledged, we, the undersigned, offer the ....., submit deliverables under the above-named Contract in full conformity with the said Bidding Documents for the sum of: .....(hereinafter called “the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
2. We undertake, if our bid is accepted, to commence work as per the schedule and to achieve the Acceptance within the respective times stated in the Bidding Documents.
3. **Construction of the Contract**  
We declare that we have studied Bid document and are making this proposal with a stipulation that you shall award us Contracts for production of scanned images as per specifications and delivery all deliverables and other services specified in the Contract Documents.
4. We have read the provisions of bid and confirm that these are acceptable to us.
5. We further declare that bid is unconditional.
6. We undertake, if our bid is accepted, to commence the work as per the schedule immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.
7. If our bid is accepted, we undertake to provide an Implementation cum Performance Security in the form and amounts, and within the times specified in the Bidding Documents.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act”.
9. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without collusion or fraud.

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10. We agree to abide by this bid, consists of this letter, the Price Schedules, the Bid Security, the duly notarized written power of attorney, and Attachments 1 through [ *specify: the number of attachments* ] to this Bid Form, for a period of bid validity from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
11. 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.

**Dated** this [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ]   **Signed:** \_\_\_\_\_

In the capacity of [ *insert: title of position* ]

Duly authorized to sign this bid for and on behalf of [ *insert: name of Bidder* ]

**Attachments:**

As per the technical specifications

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**9.2 Form of Contract Agreement**

This **contract agreement** is made on the [insert: *number*] day of [insert: *month*], [insert: *year*].

**Between**

- (1) [insert: *Name of Client* ], (hereinafter called “the Client”), and
- (2) [insert: *name of* ], (hereinafter called “the SSP ”).

**Whereas** the Client desires to engage the ..... as per the scope and deliver all the deliverables and have agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

***NOW IT IS HEREBY AGREED*** as follows:

1. Article 1 - Contract Documents

1.1 *Contract Documents*

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

This Contract Agreement and the Appendices attached to the Contract Agreement

- (a) Notification of Award
- (b) The Bid and Price Schedules submitted by the SSP
- (c) Special Conditions of Contract
- (d) General Conditions of Contract
- (e) Pre-bid conference minutes.
- (f) Bid document with modification if any
- (g) *Add here – any other documents*

1.2 *Order of Precedence*

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 *Definitions* (Reference GCC Clause 1)

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

2. Article 2 - Contract Price and Terms of Payment

2.1 *Contract Price*

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The Client hereby agrees to pay to the SSP as amount of Rs.xxxx/- per scanned image, the Contract Price in consideration of the performance by the SSP of its obligations under the Contract.

3. Article 3 - Effective Date for Determining Time for Operational Acceptance

3.1 *Effective Date*

The date of signing of the contract

- (a) This Contract Agreement has been duly executed for and on behalf of the Client and the SSP;
- (b) The SSP has submitted to the Client the Implementation cum performance security.

4. Article 4 – Jurisdiction

- 4.1. Any legal proceedings arising out of the agreement shall be subject to the appropriate court in Hyderabad.

5. Article 5 - Appendixes

- 5.1. The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.
- 5.2. Reference in the Contract to any Appendix shall mean the Appendixes attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

***IN WITNESS WHERE OF*** the Client and the 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 Client (Purchaser)

Signed: \_\_\_\_\_

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

in the presence of \_\_\_\_\_

For and on behalf of the SSP

Signed: \_\_\_\_\_

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

in the presence of \_\_\_\_\_

**9.3 SSP ’s Representative (Appendix 1)**

Name: [ insert: *name*, or state: “*to be nominated within fourteen (14) days of the Effective Date*” ]

Title: [ insert: *title*, or state: “*to be specified within fourteen (14) days of the Effective Date*” ]

**9.4 Adjudicator (Appendix 2)**

In accordance with GCC Sub-Paragraph 1.1 (b) (vi), the agreed upon Adjudicator(s) is(are):

Name: [ insert: *name* ] \_\_\_\_\_

Title: [ insert: *title* ] \_\_\_\_\_

Address: [ insert: *postal address* ] \_\_\_\_\_

Telephone: [ insert: *telephone* ] \_\_\_\_\_

In accordance with GCC Paragraph 6.1.3, the agreed upon fees and reimbursable expenses are:

Daily Fees: [ insert: *daily fees* ] \_\_\_\_\_

Reimbursable Expenses: [ list: *reimbursable* ] \_\_\_\_\_

**9.5 Revised Price Schedules [if any] (Appendix 3)**

**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

**Annexure – A**

**Bid table of Contents and Checklists**

Bidders may expand and modify (if appropriate) and complete the following table. The purpose of the table is to provide the Bidder with a summary checklist of items that must be included in the bid to be considered for contract award. It also provides a summary reference scheme to ease and speed the Client’s bid evaluation process.

<b>SNo.</b>	<b>Item</b>	<b>Present (Yes/No)</b>	<b>If “Yes” Page Number</b>
<b>a.</b>	Proof of bid purchase		
<b>b.</b>	Bid Form		
<b>c.</b>	EMD/Bid Security		
<b>d.</b>	Pre Qualification formats		
<b>e.</b>	Commercial Proposal		
<b>f.</b>	Project Plan		
<b>g.</b>	Stands followed by the CSP for this project a. Documentation b. Development c. Quality Control d. Project Management		
<b>h.</b>	Attachment if any Attachment 1, attachment 2		

**Annexure – B**

**Bid security (EMD) form**

**APTS. File. No:** .....

**Project Name:** .....

(To be issued by a bank scheduled in India as 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 ..... of ..... having our registered office at ..... (here in after called the “Bank”) are bound unto the Andhra Pradesh Technology Service Ltd. (hereinafter called “The APTS”) in the sum of ..... for which payment well and truly to be made to the said APTS 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 APTS during the period of bid validity:
  - i. fails or refuses to execute the contract form if required; or
  - ii. fails or refuses to furnish the performance security, in accordance with the bid requirement;

We undertake to pay the APTS up to the above amount upon receipt of its first written demand, without the APTS having to substantiate its demand, provided that in its demand the APTS 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 of Rs. xxxxx 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 not later than the above date.

**Place:**  
**Date :**

**Signature of the Bank Official  
with seal**

## **Stage – I Bidding (Pre Qualification) Formats**

**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

**Form – P#0.**

**Covering Letter From the Bidder**

Company letter head

[Date]

*Secretary,*  
IT&C Department

Reference: RFP Notice for implementation of e-Procurement in IT&C Department

Dear Sir,

This is to notify you that our company intends to submit a proposal in response to the RFP for Implementation of e-Procurement in IT&C Department

Primary and Secondary contacts for our company are:

	<b>Primary Contact</b>	<b>Secondary Contact</b>
<b>Name:</b>		
<b>Title:</b>		
<b>Company Name:</b>		
<b>Address:</b>		
<b>Phone:</b>		
<b>Mobile:</b>		
<b>Fax:</b>		
<b>E-mail:</b>		

We have read the provisions of the RFP and confirm that these are acceptable to us.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the IT&C Department is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the IT&C Department in its short listing process.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favors our company in the short listing process, we are liable to be disqualified from the selection process or shall be terminated from the contract, if selected.

**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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We agree to abide by this RFP, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 60 days from the date fixed for submission of RFP as stipulated in the RFP.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this \_\_\_\_\_ Day of **2009**

(Signature) \_\_\_\_\_ (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

Sincerely,

[Systems Solution Provider’s Name]

Name

Title

Signature

Date

(Name and Address of Company)

Seal/Stamp of System Integrator

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, certify that I am ..... of the ....., and that ..... who signed the above response is authorized to bind the corporation by authority of its governing body.

Date

(Seal here)

RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance

**Index of Formats & Supporting Documents**

Criteria refers to paragraph	Requested Information
	<p>Suggested Format:  <b>Form P-1: Details of the Organization for single bidder / consortium members</b></p> <p><b>Mandatory Supporting Documents:</b></p> <ul style="list-style-type: none"> <li>a. Certificate of Incorporation from Registrar Of Companies (ROC)</li> <li>b. Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company</li> <li>c. Certificate for Single Ownership of Intellectual Property / Certificate from the competent patent office i.e. Registrar of Copy Rights Act in the name of OEM.</li> <li>d. Letter of Association in case of Consortium</li> </ul>
	<p>Suggested Format:  <b>Form P-2: Financial Information for single bidder / consortium members</b></p> <p><b>Mandatory Supporting Documents:</b></p> <ul style="list-style-type: none"> <li>a. Auditor Certified financial statements for the last three financial years, 2008-09, 2007-08, and 2006-07 (Please include only the sections on P&amp;L and the assets, not the entire balance sheet.)</li> <li>b. In case the annual audited financial statement for the Year 2008-09 is not prepared, a certificate from the CA should be produced</li> </ul>
	<p>Suggested Format:  <b>Form P-3: e-Procurement Implementation Experience (5 forms, one for each project reference)</b></p> <p><b>Mandatory Supporting Documents:</b></p> <ul style="list-style-type: none"> <li>1. Letter from the Client to indicate the Award of Contract</li> <li>2. Letter / Experience Certificate from the Client on             <ul style="list-style-type: none"> <li>a) the number of tenders processed in last financial year through the e-Procurement system</li> <li>b) e-Procurement modules implemented in last 1 financial year</li> </ul> </li> </ul>
	<p>Suggested Format:  <b>Form P-4: CMMI Level 5 Assessment</b></p> <p><b>Mandatory Supporting Documents:</b></p> <ul style="list-style-type: none"> <li>a) Copies of the valid CMMI LEVEL 5 certification</li> </ul>
	<p>Suggested Format:  <b>Form P-5: Profile of e-Procurement experts</b></p> <p><b>Mandatory Supporting Documents:</b></p> <ul style="list-style-type: none"> <li>a) Certification by the company auditors supporting the certified professionals in the organization</li> </ul>

**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

**Formats for Submission of Details**

*Nature of Bidding (Single Bidder / Consortium) ..... (Please indicate one)*

**Form - P#1**

**Details of the Organization for single bidder / consortium members**

<b>Form P-1A: Details of the Organization - Single Bidder</b>	
Name of the Company	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation (Registration Number & Registering Authority)	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
APGST No., CST No., PAN No.	
Name & e-mail id, phone number, fax of the Contact Person	
Processing Fee details (Amount, DD No., Date & Bank Name)	
Other Relevant Information like ownership of IPR etc.	

<b>Form P-1B: Details of the Organization - Prime Bidder (Fill only in case of Consortium)</b>	
Name of the Company	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation (Registration Number & Registering Authority)	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Other Relevant Information like ownership of IPR etc.	

**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

APGST No., CST No., PAN No.	
Name & e-mail id ,phone number, fax of the Contact Person	
Processing Fee details(Amount, DD No., Date & Bank Name)	
Other Relevant Information like ownership of IPR etc.	
<b>Form P-1C: Details of the Organization - Consortium Partner (Fill only in case of Consortium)</b>	
Name of the Company	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation (Registration Number & Registering Authority)	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
APGST No., CST No., PAN No.	
Name & e-mail id ,phone number, fax of the Contact Person	
Processing Fee details(Amount, DD No., Date & Bank Name)	
Other Relevant Information like ownership of IPR etc.	

**Form - P#2**

**Financial Information for single bidder / consortium members**

<b>Form P-2A: Financial Information - Single Bidder</b>			
	<b>FY 2008-09</b>	<b>FY 2007-08</b>	<b>FY 2006-07</b>
Turnover (in INR crores)			
Profit Before Tax (in INR crores)			
Net Worth of Company			
Other Relevant Information			

<b>Form P-2B: Financial Information - Prime Bidder (Fill only in case of Consortium)</b>			
	<b>FY 2008-09</b>	<b>FY 2007-08</b>	<b>FY 2006-07</b>
Turnover (in INR crores)			
Profit Before Tax (in INR crores)			
Net Worth of Company			
Other Relevant Information			

<b>Form P-2C: Financial Information - Consortium Partner (Fill only in case of Consortium)</b>			
	<b>FY 2008-09</b>	<b>FY 2007-08</b>	<b>FY 2006-07</b>
Turnover (in INR crores)			
Profit Before Tax (in INR crores)			
Net Worth of Company			
Other Relevant Information			

RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance

**Form - P#3**

**e-Procurement Implementation Experience (3 forms, one for each project reference)**

*Indicate whether your firm / consortium have experience in implementing State wide e-Procurement System (Yes / No) .....*

**For State wide e-Procurement implementation experience, please fill Form P-3A;**

**Else, please fill Form P-3B**

<b>Form P-3A: Previous e-Procurement Implementation Experience – State Wide Implementation</b>	
Name of the State (Client)	
Year of Go-Live	
Whether Client-end PKI enabled system was used	Yes / No
Number of Departments using your e-Procurement system	
Number of Tenders processed in the last financial year	
Modules in active use in the State	

<b>Form P-3B: Previous e-Procurement Implementation Experience – Department 1 *</b>	
Name of the Client Department and State	
Year of Go-Live	
Whether Client-end PKI enabled system was used	Yes / No
Number of Tenders processed in the last financial year	
Modules in active use in the Department	

**\* Please provide details for atleast 3 Major departments in similar format**

**Form - P#4**

**Quality Certification (CMMI Level 5 Assessment) obtained by the firm**

<b>Form IV: CMMI Level 5 Assessment</b>	
Assessed at CMMI Level 5 and above	
Assessment Date	
Units/ Locations Assessed	
Name of the Company that performed the assessment	
Other Relevant Information	

Form - P#5

Profile of e-Procurement Experts

CURRICULUM VITAE (CV) OF .....

- 1. Name of Staff [Insert full name]: \_\_\_\_\_
- 2. Name of Firm [Insert name of firm proposing the staff]: \_\_\_\_\_
- 3. Date of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_
- 5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: \_\_\_\_\_
- 6. Total No. of years of experience in e-Procurement Domain: \_\_\_\_\_
- 7. Total No. of years of experience in e-Procurement (solution design, BPR etc): \_\_\_\_\_
- 8. Certifications and Trainings attended: \_\_\_\_\_

9. Details of Involvement and specific role in at least 3 major e-Procurement Projects in the format below:

- Name of assignment or project: \_\_\_\_\_
- Year: \_\_\_\_\_
- Location: \_\_\_\_\_
- Employer: \_\_\_\_\_
- Main project features: \_\_\_\_\_
- Positions held: \_\_\_\_\_
- Activities performed: \_\_\_\_\_
- Specific Contribution to Project: \_\_\_\_\_

10. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
[Signature of staff member or authorized representative of the staff] Date: \_\_\_\_\_  
Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

**Name of the SSP:**  
**Name of the Project:**

**Form – P#6**

**Number of in-house IT Professionals employed Category wise as on bid calling date.**

S.No.	Category	Designation	Personnel in the Total Organization			In AP Office
			Sr. Level	Middle level	Lower Level	
1.	Project Management					
2.	Development					
3.	Testing					
4.	Quality Control Operators					
5.	Implementation					
6.	System Administrators					
7.	Support staff					
8.	Any other relevant to this project					

**Place:**  
**Date :**

**Bidder’s signature and seal.**

**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

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**Name of the SSP:**  
**Name of the Project:**

**Form – P#7**  
**Local Presence (in Andhra Pradesh)**

<b>1.</b>	Company / Branch address	:	
<b>2.</b>	Turnover affected by Branch in AP during 2006-07, 2007–2008 and 2008-2009 separately.	:	
<b>3.</b>	Number of IT Professional Staff employed in AP as on bid calling date.	:	
<b>4.</b>	Number of Projects completed by this Office & Number Projects being handled.	:	
<b>5.</b>	Brief description of the above projects	:	

**Place:**  
**Date :**

**Bidder’s signature  
and seal.**

**Stage – II Bidding (Commercial) Formats**  
**(This format must be kept in a separate sealed cover)**

**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

**Name of the SSP:**  
**Name of the Project:**

**Form – C#1**

**Commercial Proposal (Stage II bidding format)**

**(This format to be kept in a separate sealed cover super scribing “Commercial Bid”)**

**Name of the Firm:**

<b>SNo.</b>	<b>Item Description</b>	<b>Fixed Req. % of amount per annum from the transaction fee collected by GoAP</b>
<b>1</b>	<b>Operation &amp; Maintenance of e-Procurement system</b>	

Note:

1. Govt. of AP would collect a transaction fee at 0.03% of Estimated Contract Value per each bidder with a cap of Rs.10, 000/- for the works Estimated Contract Value up to Rs.50 crores and Rs.25,000/- for the works Estimated Contract Value above Rs. 50 crores.
2. Bidder has to quote the % of amount required for their O&M from the transaction fee collected by the GoAP.(GoAP has revenues to the tune of Rs 4.5cr per annum)
3. The cost is all-inclusive i.e., deliverables, stationary, all applicable taxes, tariffs, duties etc.
4. The maximum percentage allowed is 60% of the transaction fee collected by GoAP.
5. The cost is all-inclusive of all the costs of the deliverables, stationary, taxes and etc. All costs must be incorporated in the deliverable amount (i.e., transportation and lodging, supplies, administrative and overhead, support staff, etc.). The Contractor is responsible for providing all clerical and support staff required for fulfilling the project deliverables.
6. For any further Design and Development of the e-Procurement system, the Cost of development shall be worked out on mutual agreement.
7. GoAP is prepared to consider alternative pricing offers that have significant impact on the cost quoted by the vendor for which the vendor believes there are realistic alternatives which will satisfy the intent of the requirements.

**Place:**  
**Date :**

**Bidder’s signature  
and seal.**

**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

**Name of the SSP:**

**Name of the Project:**

**Form – P#99.**

**Compliance/Agreed/Enclosed/Deviation Statement**

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

<b>Bid document reference</b>	<b>Yes/No</b>	<b>Remarks</b>
<b>1. Period of schedule</b>		
2. Form P#0		
3. Form P#1		
4. Form P#2		
5. Form P#3		
6. Form P#4		
7. Form P#5		
8. Form P#6		
9. Form P#7		
10. Form C#1		
11. General instruction to bidders		
12. Standard procedure for bid evaluation		
13. General condition of proposed contract (GCC)		
14. Special Condition of proposed Contract (SCC)		

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, 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.

**Place:**

**Date :**

**Bidder’s signature  
and seal.**

**Annexure – C**

**Details of the Hardware and Software at Primary Site at Hyderabad**

Sl. No	Server's	Hardware Device	Device Specifications
1	GoAP-TMS	Hp Proliant DL360 G5	Dual-Core Intel Xeon 5160 Processor(3.00 GHz,1333 FSB), 4 GB 667 MHz DDR2 RAM, 146*2 GB SAS HDD, Smart Array P400i Controller Card, Embedded Dual NIC Card. Dual Port Fibre Channel HBA Card. S/N: CN774102X8
2	GoAP-TMS2	Hp Proliant DL360 G5	Dual-Core Intel Xeon 5160 Processor(3.00 GHz,1333 FSB), 4 GB 667 MHz DDR2 RAM, 146*2 GB SAS HDD, Smart Array P400i Controller Card, Embedded Dual NIC Card. S/N: CN774102X5
3	GoAP-CLUS	Hp Proliant DL360 G5	Quad-Core Intel Xeon E5335 Processor(2.00 GHz, 1333 FSB), 8 GB 667 MHz DDR2 RAM, 146*2 GB SAS HDD, Smart Array P400i Controller Card, Embedded Dual NIC Card. Dual Port Fibre Channel HBA Card. S/N: CN774201P7
4	GoAP-TDB	Hp Proliant DL360 G5	Quad-Core Intel Xeon E5335 Processor(2.00 GHz, 1333 FSB), 8 GB 667 MHz DDR2 RAM, 146*2 GB SAS HDD, Smart Array P400i Controller Card, Embedded Dual NIC Card. Dual Port Fibre Channel HBA Card.S/N: CN774200YA
5	GoAP-AS	Hp Proliant DL360 G5	Quad-Core Intel Xeon E5430 Processor(2.66GHz, 80 Watts, 1333 FSB), 4 GB 667 MHz DDR2 RAM, 146*2 GB SAS HDD, Smart Array P400i Controller Card, Embedded Dual NIC Card. S/N:
6	GoAP-CDMS	Hp Proliant DL360 G5	Quad-Core Intel Xeon E5430 Processor(2.66GHz, 80 Watts, 1333 FSB), 4 GB 667 MHz DDR2 RAM, 146*2 GB SAS HDD, Smart Array P400i Controller Card, Embedded Dual NIC Card. S/N:

**RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance**

7	Archival and back up servers	2 nos	
8	Tender Management Solution Software		Software
9	Other Software (Including Microsoft Licenses) - Items 3 to 13 of Annexure 3 of the Agreement dated 7th April 2005		Windows 2003 e Server (Enterprise) 2+2, Windows 2003 Advanced Server 3, Windows NT Server (Enterprise) 2, SQL Svr 2000 Enterprise Edtn English OLP 1 Processor License 4+2, SQL Server 7 Edition (per processor), Windows Svr ExtnConn 2003 English OLP D, IIS 5.0 Web Server 5+2, SA File Upload Utility 3, Symantec Norton AntiVirus Corporate Edition 7+2, Norton PC Anyware 11.0 3, Norton Ghost 2003 7+2
10	DR- Data Synchronization Tools		
11	Contract Database Information System (CDBIS)		Software module
12	Time Synchronization Software		Software
13	SAN Additional SMPS & 300GB HDD		One

**Details of the Hardware and Software at Disaster Site at New Delhi**

<b>S.No</b>	<b>Server's</b>	<b>Hardware Device</b>	<b>Device Specifications</b>
1	GoAP-TMS	Hp Proliant DL360 G5	Quad-Core Intel Xeon E5430 Processor(2.66GHz, 80 Watts, 1333 FSB), 4 GB 667 MHz DDR2 RAM, 146*2 GB SAS HDD, Smart Array P400i Controller Card, Embedded Dual NIC Card. S/N:
2	GoAP-CLUS	Hp Proliant DL360 G5	Quad-Core Intel Xeon E5430 Processor(2.66GHz, 80 Watts, 1333 FSB), 4 GB 667 MHz DDR2 RAM, 146*2 GB SAS HDD, Smart Array P400i Controller Card, Embedded Dual NIC Card. S/N:

**Annexure – D**

**Minimum Qualifications & Experience Required for FMS Personnel.**

Sl.No	Description	Educational Qualifications	Certification	Experience	Experience In Years
1	DBA cum System Administrator Cum Network Engineer	BE (CS)/ BE(ECE)/ MCA/ MSc(IT) or Equivalent	MCSE Oracle CISCO C.N.N.E	Network Administration. RDBMS-Oracle, OS – MS Windows, Server Management Desktops, Printers & UPS etc.	8 Years
2	Hardware Engineer/ DPO	Diploma in CS/ ECE or Equivalent	Any hardware Certification. MCSE (added advantage).	Server Management Desktops, Printers & UPS etc. Basic Trouble Shooting For all computer Related hardware Equipment.	2 Years
3	Project Manager	BE (CS)/ BE(ECE)/ MCA/ MSc(IT) or Equivalent	PL		8
4	developers	BE (CS)/ BE(ECE)/ MCA/ MSc(IT) or Equivalent	PL		8
5	Help Desk Operators				

## Annexure – E

### Defined Service Levels

#### 1. System Uptime

- a. Bidder shall provide 98% uptime, calculated on a quarterly basis, to the department on 24x7 basis.
- b. Tata Internet Services has installed a ‘Network Management Software’ at their data center, which monitors the network and the servers. All the activities pertaining to GoAP’s servers shall be logged in the software, including the non-availability of server or the network. These NMS reports/logs shall be the basis for calculating the system downtime. Bidder will make available the relevant portions of the log to GoAP by placing them online in a manner so as to be accessible to designated officer of GoAP and the participating Department.
- c. In case bidder fails to provide 98% uptime on a quarterly basis as calculated above, then a system downtime penalty shall be imposed on bidder. For every 0.25% decrease on uptime below 98%, bidder shall be penalized at the rate of 0.50% of the transaction charges accrued to it during the corresponding quarter subject to a maximum penalty of 5.0%

#### 2. Service Level Warranty

Bidder warrants that department will be able to access the e-Procurement

- i. application on 24x7 basis, excluding non-availability of the e-Procurement
- ii. application resulting from:
  - a. Interruption due to scheduled maintenance, up gradation, alteration, or implementation with prior intimation to GoAP.
  - b. Negligence or other conduct of department or its agents.
  - c. A shutdown due to force majeure conditions.
  - d. Failure or malfunctions of any equipment at user and connectivity between user end to service provider.

#### 3. Audit Trail

An audit trail of all events, transactions occurring on the marketplace including creation of user accounts and their privileges shall be maintained by service provider for a period of 3 months, subsequently the data shall be archived and a back-up of same shall be given to APTS as specified under Annexure-E “Data Security – Back – up & Disaster Recovery”. The audit trail shall be made available to such officers of Government of AP and the Department as may be designated from time to time.

#### 4. Physical Security

The Tata Internet Data Centers in all the three cities are a secured private area. The data center represents a concentrated collection of mission-critical enterprise computing resources that must be protected physically and logically. Tata Internet has formulated Guidelines for Limited Access Control and these areas as follows:

RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance

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**Guidelines for limited access control.**

- 1.1 Access (via card access system or lock combination) shall be granted to specific individuals who routinely require physical access to the Data Center to perform work functions. This will include.
- 1.2 Application support staff whose responsibilities require that they perform system functions on servers that can only be performed at the physical server location.
- 1.3 Work in the Data Center will be limited to those occasions when physical access to the hardware is necessary. The Data center will not be accessible for application work that can be done outside the Data Center.
- 1.4 Other Information Systems staff whose work function routinely requires work in the Data center.
- 1.5 The customer will be required to specifically approve access for specific individuals in both of the above categories.
- 1.6 Controlled Access (escorted access) will be granted to others whose work function requires occasional access to the Data Center. Those individuals will be granted access and escorted into the Data Center by Computer Operations Staff. Sign in is required. This access group would include.
- 1.7 Vendor maintenance and system engineering staff.
- 1.8 Other Information System staff.
- 1.9 Tata Internet building management and maintenance staff under supervisor.
- 1.10 Other appropriate individuals accompanied by known staff as defined above.

The following are the various security features in each area of the Tata internet Data Center facility:

- a) Building security features.
- b) Physical security 24x7x365
- c) Entry to the IDC via a single entrance
- d) Reception to be manned 24 hours
- e) POP and NOC Security features
- f) POP, NOC and IDC are physically located in the same premises but logically separated for better control and management

Entry into the NOC & POP restricted to Tata Internet Network Personnel only and in some cases to personnel from the clients who have authorized access.

**Power Specifications**

The power available at the Tata Internet, Hyderabad Data center is rated at 500 KVA backed up by DG Set power. The power to the Data center is provided through a parallel redundant system consisting of 2x30 KVA Tata Liebert UPS

The levels of Back-up for power failure are:

1<sup>st</sup> level: DG Set backup

UPS Battery back-up for 30 minutes (full rating)

**Fire Control**

The Fire Alarm System consists of 4 loop microprocessor based fire alarm panel with analogue addressable type detectors. A combination of Photoelectric and ionization

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RFP – eProcurement System of GoAP -Tender Document for Operations& Maintenance

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smoke detectors has been considered in the data center area to cater to entire spectrum of smoke for additional safety. The Fire fighting mechanism is a GM 200 Gas based system for the data center.

**Air conditioning & Temperature and Humidity Control.**

The features for the air-conditioning systems in all the three data centers are as follows:

1. Air supply: Precision A/c 20C+1C
2. Temperature control: Through building automation system & microprocessor control panels & 3 ways valves. The building management systems will control the entire air-conditioning on the personal computer network.
3. Humidity maintenance: RH – not exceeding 60%
4. Dust Filtering: 5 microns
5. The data center will be equipped with back up AC systems redundancy in case of failure/maintenance.

**Data security – Back-up & Disaster Recover:**

1. Daily incremental backups of data, excluding the OS
2. Weekly full back ups
3. Servers are equipped with RAIDS feature
4. Automated back-ups are taken on Tivoli tape drivers from IBM. These are high end back up drives that enable restoration of data within few minutes, in case the data gets corrupt.
5. A second physical copy of database (database back-up) will be provided by service provider to Government of Andhra Pradesh on tape drives to be provided by Government of Andhra Pradesh. The copy of the database back-up will be maintained centrally with APTS.

**Security against Unauthorized Access & Virus:**

1. Tata Internet Services have configured a primary firewall on their switch
2. Access to the server is restricted through intrusion detection systems (IDS)
3. Anti-virus protection is available on all the servers
4. The home page access is through Secure Socket Layer (Digital Signature certified from Version) for protection of the user name and the password during transmission.
5. At the users end the control is through User Name and Password combination getting authenticated at Application level on the web server.
6. Security logs and administrative reports shall be inspected regularly by service providers. Event specific logs may be available on request of the IT&C department.
7. Application administration by service provider from remote location will be secured through IDS (access will be IP specific from specific machines and to authorized persons)

### **Acronyms**

<i>APTS</i>	:	<i>Andhra Pradesh Technology Services Ltd.</i>
<i>SSP</i>	:	<i>Systems Solution Provider.</i>
<i>EMD</i>	:	<i>Earnest Money Deposit.</i>
<i>GCC</i>	:	<i>General Conditions of Contract.</i>
<i>GoAP</i>	:	<i>Government of Andhra Pradesh.</i>
<i>NA</i>	:	<i>Not applicable.</i>
<i>NPV</i>	:	<i>Net Present Value.</i>
<i>SCC</i>	:	<i>Special Conditions of the Contract.</i>
<i>SI</i>	:	<i>System Integrator</i>
<i>FM</i>	:	<i>Facility Management</i>
<i>AMC</i>	:	<i>Annual Maintenance Contract</i>