

PRE-BID CLARIFICATIONS ON RFP FOR SELECTION OF VENDOR/(S) FOR SUPPLY OF IT RELATED HARDWARE, ICT EQUIPMENT & ELECTRONIC GOODS TO VARIOUS SCHOOLS IN ANDHRA PRADESH

Reference No: APSSDC/ SP/Proc./06 dated 19.11.2016

S.no	Page Number	Sect ion	Content of RFP requiring Clarification(s)	Text in RFP/ Points of clarification		To be read as/ Clarification			
	As per RFP uploaded on Website			S. Information	Details	S. No	Information	Details	
1	Page4, 1.3		Key events and Dates	4.	Last date (deadline) for submission of bids	Monday, 5th December 2016 - 3 pm	4.	Last date (deadline) for submission of bids	Monday, 19th December 2016 - 2 pm
				5.	Opening of Qualification Bids	Monday, 5th December 2016 - 4 pm	5.	Opening of Qualification Bids	Monday, 19th December 2016 - 2 pm
				6.	Technical Presentation by the Shortlisted Bidders	Wednesday, 7th December 2016 - 11 am	6.	Technical Presentation by the Shortlisted Bidders	Wednesday, 21 st December 2016 - 10 am
				7.	Place, Time and Date of opening of Commercial Bids received in response to the RFP notice	Wednesday, 7th December 2016 - 4 pm Address : Given in S.No 9	7.	Place, Time and Date of opening of Commercial Bids received in response to the RFP notice	Wednesday, 21 st December 2016 - 4 pm Address : Given in S.No 9
				9.	Addressee and address at which proposal in response to RFP notice is to be submitted:	Chief Executive Officer Andhra Pradesh State Skill Development Corporation [APSSDC]; TIFAC Core Building .VR Siddhartha Engineering College ,Chalasani Nagar , Kanuru, Vijayawada – 520 007	9.	Addressee and address at which proposal in response to RFP notice is to be submitted:	Chief Executive Officer Andhra Pradesh State Skill Development Corporation [APSSDC]; II floor, Above Arrival Terminal, Pandit Nehru Bus Stand, RTC House – NTR block, Vijayawada, Andhra Pradesh.

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2	Page 14-15, 1.33.2		Signing of Agreement	At the same time as APSSDC notifies the successful Bidder that its proposal has been accepted and APSSDC shall enter into an Agreement with the successful Bidder. The Agreements shall cover following aspects/terms in details:	At the same time as APSSDC notifies the successful Bidder that its proposal has been accepted and APSSDC shall enter into an Agreement with the successful Bidder. The Agreement format is provided in the Annexure-II of Pre-Bid Minutes.(Further list of clauses is also removed)
3	Page 14, 1.37		Bank guarantee for performance	a. The successful Bidder shall at his own expense may deposit with APSSDC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from APSSDC	a. The successful Bidder shall at his own expense may deposit with APSSDC, within 7 (Seven) days after the receipt of notification of award of the Letter of Intent/ PO from APSSDC
4	Page 15, 1.37		Bank guarantee for performance	This Performance Guarantee shall be for an amount equivalent to 10% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the Project.	This Performance Guarantee shall be for an amount equivalent to 10% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the Project which includes warranty obligations on product.
5	Page 17, 2.2		Sample IT equipment testing	The Bidders are responsible to submit and obtain test report for the sample model having specification equal to or better than the Technical Specification given in Annexure I above for testing by either of the Testing Agencies specified below: a) Standardization, Testing and Quality Control (STQC) b) Electronics Testing and Development Centre (ETDC) c) Electronics Regional Test Laboratory (ERTL)	The Bidders should submit Valid BIS certificate as on date of bid submission for the respective item. Also, APSSDC may ask for third party testing and the bidder is responsible to arrange for test and submit the test report from any of the testing agencies such as STQC,ETDC or ERTL
6			Certification of the OEM		ISO 9001-2008
7			Equipment/product Certification		BIS Certified
8			Note for all Products/Equipment		The products should be in compliance with MEITY Regulations and BIS standards as applicable. All supporting documents should be submitted at the time of

S.no	Page Number	Section	Content of RFP requiring Clarification(s)	Text in RFP/ Points of clarification	To be read as/ Clarification												
	As per RFP uploaded on Website																
					bid submission. For all Benchmarks, full disclosure report should be submitted by the bidder/OEM.												
9	Page 17-18, 2.3		Pre-dispatch inspection	APSSDC may nominate its own officers or Technical officers to visit the site of the selected Bidder for the purpose of inspection before dispatch, the cost of the visit shall be borne by the Bidder. Any third party inspection can also be arranged by APSSDC depending on the need.	The clause/section is removed.												
10	Page 18, 2.4		Delivery schedule	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Quantity to be delivered</th> <th>Supply schedule in Calendar days</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100% of ordered quantity</td> <td>4 weeks</td> </tr> </tbody> </table>	S. No.	Quantity to be delivered	Supply schedule in Calendar days	1	100% of ordered quantity	4 weeks	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Quantity to be delivered</th> <th>Supply schedule in Calendar days</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100% of ordered quantity</td> <td>6 weeks</td> </tr> </tbody> </table>	S. No.	Quantity to be delivered	Supply schedule in Calendar days	1	100% of ordered quantity	6 weeks
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11	Page 18, 2.4		Delivery schedule	The Successful Bidder shall deliver, install and commission the goods/services within 4 weeks from the date of Contract Agreement.	The Successful Bidder shall deliver, install and commission the goods/services within 6 weeks from the date of Letter of Intent/ issuing Purchase order.												
12	Page 18, 2.5		Post-delivery inspection schedule	The sample inspection can start immediately after delivery, preferably shall be completed within 3 days of the delivery of order to the schools. The Inspection shall be done against the following parameters	On delivery, the department will test 1% of random sample delivered at the location. After delivery and installation by the bidder, 100% of the Products/equipment would be inspected/tested for compliance with the specifications.												
13	Page 23, 3		Technical Qualification criteria for Product/Equipment	None	All the Products/Equipment's supplied should have been launched on or after 01.01.2015 and OEM should give certification for support upto 31.12.2019												
14	Page 23, 3		Qualification criteria	New addition of clauses with reference to Preferred Market Access Vendors as per G.O.M.S. 22	The bidder can be a PMA (as registered with APTS as per GO MS 22 dated 28.11.2015).The bidders are requested to refer to GO MS 22 for further information.												
15	Page 24, clause 3 in		Turnover period	The Bidder should have an average annual turnover of at least as per the following table during the last three financial years (i.e.	The Bidder should have an average annual turnover of at least as per the following table any sequential last three												

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	Section3			2013- 2014, 2014-2015, 2015-2016).	financial years as on date (i.e. 2013- 2014 , 2014-2015, 2015-2016 & 2016-17 as on date).
16	Page 24, clause 6 in section 3	Qualification criteria		The Bidder should have installed capacity of a minimum of 50% of the current order with similar items in the last 6 months to 1 year.	The OEM should have installed capacity of a minimum of 50% of the current order with same model whereas the bidder should satisfy the criteria with similar models, in the last 6 months to 1 year.
17	Page 28, Format 4(b)	OEM Authorization & Letter for Undertaking		Addition of points in OEM undertaking	Addition after point 4: 5. Spares will be made available till end of life for the product 6. The product being supplied is original & new and is not refurbished in any manner
18	Page 4, 20, 28, 31,33, 34	Address of APSSDC (Because of change in office address)		Chief Executive Officer Andhra Pradesh State Skill Development Corporation [APSSDC]; TIFAC Core Building .VR Siddhartha Engineering College, Chalasani Nagar, Kanuru, Vijayawada – 520 007	Chief Executive Officer Andhra Pradesh State Skill Development Corporation [APSSDC]; II floor, Above Arrival Terminal, Pandit Nehru Bus Stand, RTC House – NTR block, Vijayawada, Andhra Pradesh.

Revised format for financial bid is mentioned below:

1. Section II – DETAILS OF FINANCIAL BID

Format12: Format for Financial Bid

S.no.	Item details <i>(Specifications in above section)</i>	Approx Quantity	Unit Price without taxes	Sales tax & other duties etc. on unit price	Total (Unit Price + applicable Tax)	Total price with taxes and duties etc.	AMC % on Col No.4 for 2 nd and 3 rd year separately, if not covered under warranty		Unit price including AMC for 2 nd and 3 rd year as applicable
1	2	3	4	5	6=4+5	7=6X3	8		9= 7+(sum of amounts in 8)
I.	Tower model high end desktop/ Workstation	25							
II.	High end laptop	75							
III.	Laptops	4525							
IV.	Tablets 8"	2050							
V.	tablets10"	2050							
VI.	Mobile phone	400							
VII.	UPS& Inverter	100							
VIII.	Router	300							
IX.	Printer	100							
X.	Projector	100							
XI.	LFD	200							

S.no.	Item details (<i>Specifications in above section</i>)	Approx Quantity	Unit Price without taxes	Sales tax & other duties etc. on unit price	Total (Unit Price + applicable Tax)	Total price with taxes and duties etc.	AMC % on Col No.4 for 2 nd and 3 rd year separately, if not covered under warranty	Unit price including AMC for 2 nd and 3 rd year as applicable
1	2	3	4	5	6=4+5	7=6X3	8	9= 7+(sum of amounts in 8)
XII.	Audio system with microphone	300						
XIII.	Camera with tripod	200						
XIV.	Robo kits	100						

(Signature of Authorized Representative of Bidder)

Note: L1 will be calculated on Column 9 of each item

Note -1. Col. No. 9, Maintenance cost in % for each year (For 2 years) beyond warranty period.

ITEM WISE UNIT PRICES INCLUSIVE OF ALL TAXES & AMC for 2nd and 3rd Year IN WORDS FOR:

S.no.	Item details <i>(Specifications in above section)</i>	In Words (As per col – 9 of above table)
1	2	3
I.	Workstation	
II.	High end laptop	
III.	Laptops	
IV.	Tablets-8 inch	
V.	Tablets-10 inch	
VI.	Mobiles	
VII.	UPS&Inverter	
VIII.	Router	
IX.	Printer	
X.	projector	
XI.	LFD	
XII.	Audio system	
XIII.	Camera with tripod	
XIV.	Robo kits	

(Signature of Authorized Representative of Bidder)

Revised specifications of items in RFP are as mentioned below:

ANNEXURE I: SPECIFICATION AND QUANTITY OF EQUIPMENT

S.No	Item	Specifications	Quantity	
I.	Tower model high end desktop/ Workstation	Processor	1 No. of x86 latest generation Processor with 8MB Cache, up to 3.40 GHz or equivalent or higher processor.	25
		Chipset	Compatible.	
		Memory	16 GB DDR4 RAM or higher.	
		Hard disc	1TB SATA HDD.	
		NIC	Integrated On-board 10/100/1000Mbps NIC	
		Wifi LAN card	IEEE 802.11 b/g/n	
		Display Monitor	18.5" or higher TFT LED Color Monitor.	
		Audio	Integrated Sound card.	
		Keyboard	USB - Minimum 104 Keys Keyboard (Same make as PC).	
		Mouse	USB 2 button Optical Scroll mouse (Same make as PC).	
		Operating System	Pre-Loaded MS Windows 10 pro.	
		Accessories	Should be supplied With required connecting cables and driver media.	
		Certifications to be enclosed	FCC, ROHS, Energy Star, For OEM: ISO 9001 : 2000,For PC : MS Windows & Linux Certified.	
		Warranty	3 Years Comprehensive onsite Warranty from the date of installation	

II.	High end laptop	Processor	Latest X86 64-bit based Multi core Mobile Intel Core i7, 6600U (2.6 GHz with 4 MB Cache) or Equivalent AMD.	75
		Chipset	Latest compatible chipset or higher.	
		Memory	8 GB 2133 MHz DDR4 (Dual SIMM) RAM or higher expandable up to 16 GB.	
		Hard disc	1TBB 5400 rpm or above.	
		NIC	Integrated On-board 10/100/1000Mbps.	
		Wireless Connectivity	Integrated wireless b/g/n, Integrated Blue tooth.	
		Display Size	14"(35.56 cm)wide screen or above.	
		Resolution	1366x768 WXGA or higher.	
		Video Controller	Integrated HD Graphics	
		Audio	Integrated stereo speakers.	
		Webcam	Built-in Webcam.	
		Pointing device	Touchpad.	
		Operating System	Microsoft Windows 10 pro.	
		Accessories	Should be supplied With Power Adaptor,driver media.	
Warranty	3 Years Comprehensive onsite Warranty from the date of installation			
III.	Laptops	Processor	Intel Atom Quad Core Processor @ 1.33 GHz or higher clock speed.	4525
		Memory	2 GB DDR3 Memory.	
		Internal Storage	32 GB Built-in Storage.	
		Wireless Connectivity	Integrated wireless b/g/n, Integrated Blue tooth.	
		Display Size	10.1" or above.	
		Resolution	1280x800 or above.	
		Webcam	Built-in Webcam.	

		Battery	6000 mAh or better.	
		Pointing device	Touchpad.	
		Audio input	Built-in microphone.	
		Audio Output	3.5mm Earphone & Built-in Speakers.	
		I/O	At least 1 x USB 2.0, 1 x microSD Card Slot.	
		Operating System	Windows10 SL.	
		Accessories	Should be supplied With Power Adapter,driver media.	
		Warranty	3 Years Comprehensive onsite Warranty from the date of installation.	
IV.	Tablets 8"	Processor	1.2 GHz Quad Core or higher.	2050
		Memory	1 GB or higher (to be certified by OEM).	
		Internal Storage	8 GB, Expandable to 32 GB.	
		Wireless Connectivity	Integrated wireless b/g/n, Integrated Blue tooth.	
		Display Size	8"	
		Resolution	1024x768 or Better	
		Webcam	Front camera of 1.2 Mega Pixel or better and Rear Web Camera of 5 Mega Pixel HD or better(to be certified by OEM)	
		Battery	4000mAh or Above.	
		Sensors	GPS	
		I/O	SD Card slot (32GB or higher)	
		Operating System	Latest Version of suitable Tablet OS (Android lollipop or Higher/ Windows).	
		Accessories	Should be supplied With Power Adaptor,Tablet Flip Cover Case	
		Warranty	1 year onsite and AMC for 2 nd and 3 rd year.	
V.	tablets10"	Processor	1.2 GHz Quad Core or higher.	2050

		Memory	1 GB or higher (to be certified by OEM).	
		Internal Storage	8 GB, Expandable to 32 GB.	
		Wireless Connectivity	Integrated wireless b/g/n, Integrated Blue tooth.	
		Display Size	10"	
		Resolution	1024x768 or Better	
		Webcam	Front camera of 1.2 Mega Pixel or better and Rear Web Camera of 5 Mega Pixel HD or better(to be certified by OEM)	
		Battery	5000mAh or Above.	
		Sensors	GPS	
		I/O	SD Card slot (32GB or higher)	
		Operating System	Latest Version of suitable Tablet OS (Android lollipop or Higher/ Windows).	
		Accessories	Should be supplied With Power Adaptor, Tablet Flip Cover Case.	
		Warranty	1 year onsite and AMC for 2 nd and 3 rd year.	
	Mobile phone	Display Size	5"	400
		Sensors	GPS, Gyroscope enabled.	
		Memory	8GB ROM,1GB RAM	
		OS	Android	
		Battery	2000mAh or above	
		Accessories	Should be supplied With Power Adaptor.	
		Warranty	1 year onsite, AMC for 2nd and 3rd year.	

VI.	UPS& Inverter	1 KW Solar Panels, 1.5 KVA solar Hybrid PCU with MPPT, 1 KW Solar Module Mounting.			100
		Output	AC single phase 230V with 50 Hz		
		Panel Structure	Hot dip Galvanized steel or made with pre Galvanized steel.		
		Solar PV Modules	Crystalline silicon.		
		Batteries	12 volts 100 ah - 2no.		
		Warranty	2 years onsite warranty+1 year extended warranty for UPS, Batteries 2 years. The PV module structure components shall be electrically interconnected and shall be grounded.		
VII.	Router	N-300 range support 30 device to 60 device connected around 50mts.Warranty: 1 year onsite, AMC for 2nd and 3rd year.			300
VIII.	Printer	MFP Printer with Network, Duplex support, Min 14 ppm or higher, scan 600DPI.copy 14 ppm or higher. Warranty: 1 year onsite, AMC for 2nd and 3rd year.			100
IX.	Projector	3200 ANSI Lumens, Minimum standard resolution 1280x720, contrast ratio 3000:1, Inputs (2 computer) Lamp life of 6000 Hrs , Computer/component video: D-sub 15 pin x 1/S-video: Mini DIN x 1/Composite video: RCA (Yellow) x 1/Audio in: RCA x 1 (White/Red)/USB connector: Type B x 1 Monitor out: D-sub 15 pin x 1Projector,HDMI port, Warranty:1 year standard warranty+ 2 year extended warranty, lamp warranty 500 Hrs or 6 months ,Ceiling mount kit with 10mtr VGA cable & 10 mts power cable.			100
X.	LFD	Full HD, Technology: LED Backlite, Diagonal screen size: 40 inch / 102 cm or higher, Input Ports – 1 x HDMI, 1 x VGA , 1 x DVI-D, 1 x AUDIO , Connectivity Ports : 1 x RJ-45 , 1 x RS-232, 1 X USB, Brightness – 350 cd/m2 The Display should have internal memory and able to play content via LAN. Warranty: 1 year onsite, AMC for 2nd and 3rd year.			200
XI.	Audio system with microphone	4.1 speakers surround, Warranty: 1 year onsite, AMC for 2nd and 3rd year.			300
		Amplifier	Audio output	120 W or above	
			Mic/line input	4X	
		Microphone	Microphone Type	Handheld	

XII.	Camera	Media: hard disk/Optical sensor type: CMOS/Digital Zoom 1140x or above/image Format: JPEG/Video format:MPEG-4/Optical Zoom: 32x or above/widescreen video/image stabilizer/shooting mode: Smart Auto, P, Cinema (7 filter effects), Portrait, Sports, Night, Low light, Snow, Beach, Sunset, Spotlight, Fireworks, Baby mode(VCHD record)/focus : auto focus, manual/1/12.5 to 1/2000 or above shutter speed /speed of recording MXP,FXP,LP/card supported: SD, SDHC. SDXC, Micro SD/ Video LCD 2' or above/Microphone /AV cable/HDMI/Lion battery. Warranty: 1 year onsite, AMC for 2nd and 3rd year.	200
	Tripod	Size Collapsed (inches): 20 to 30 inches, Maximum Height Extension (inches): 48 to 60 in, Maximum Load Capacity: 3kg, Feet: Rubber Non-slip, Common Material: Aluminum, Carbon Fiber, Titanium.	
XIII.	Robo kits	Lego mindstorm education EV3	100

ANNEXURE-II : Form of Agreement

This AGREEMENT (hereinafter called the "Agreement") is made on the _____, 2016, between Andhra Pradesh State Skill Development Corporation (hereinafter referred to as the "[APSSDC]" which term or expression, unless excluded or repugnant to the subject or context, shall mean and include its successors-in office and assignees) of the First Part and, _____(Herein after called the "Vendor") of the Second Part.

WHEREAS

- a. APSSDC intends to enable the **Selection of Vendor(s) for supply of IT hardware, ICT components and Electronic goods throughout the state of Andhra Pradesh involving the complete Scope of Work described in the RFP.**
- b. APSSDC undertook the selection of a Vendor adopting an open tender route, through Competitive Bidding for Selection of Vendor(s) for supply of IT hardware throughout the state of Andhra Pradesh and issued a Request for Proposal (RFP) dated 25/10/2016.
- c. APSSDC intends to accord to the Vendor the right to undertake the Project on the terms and conditions set forth in the Agreement;
- d. The Vendor in pursuance of its proposal undertakes to Supply, Commission, Service support and any other requirement as per APSSDC during the aforesaid period stated hereinabove.
- e. All the conditions stated in the Request for Proposal (RFP) and the Amendment/ Corrigendum Document shall form part of the Agreement.
- f. The parties agree that for providing the Goods and comprehensive warranty as provided in RFP, as per the terms of this Agreement, the Vendor shall be paid as per the payment schedule detailed in the RFP.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Agreement: RFP and amendments issued in this regard.
2. The mutual rights and obligations of "APSSDC" and the Vendor shall be as set forth in the Agreement, in particular:
 - (a) "APSSDC" shall make payments to the Vendor in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

In presence of

Signed by

For and on behalf of APSSDC

("APSSDC, Vijayawada")

(Witnesses) (i)

(ii)

(Authorized Representative)

(Witnesses)

(i)

(ii)

For and on behalf of Vendor

(Authorized Representative)

GENERAL CONDITIONS OF CONTRACT

General Provisions:

Definitions:-

In this Agreement, unless the context requires otherwise:

- i. **"Applicable Law"** means the laws and any other instruments having the force of law in India for the time being.
- ii. **"Vendor"** shall mean an Individual Company registered under the Companies Act 1956/ a registered firm as per qualification criteria detailed in RFP who participates in the Bidding process.
- iii. **"Vendor"** or **'supplier'** shall mean the Vendor Company after selection through the RFP with whom the order has been placed for supplying item as specified in this RFP/ Agreement and shall be deemed to include the Vendor's successors, representatives (approved by APSSDC), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Agreement.
- iv. **"Vendor's Team"** means the successful Vendor who has to provide goods and comprehensive warranty under the scope of this RFP / Agreement. This definition shall also include any and/or all of the employees of Vendor, their authorized agents and representatives or other personnel employed or engaged either directly or indirectly by the Vendor for the purposes of the RFP/ Agreement.
- v. **"Vendor's Representative"** means the person or the persons appointed by the Vendor from time to time to act on its behalf for overall co-ordination, supervision and Project management.
- vi. **"APSSDC's Representative"** shall mean the person appointed by APSSDC from time to time to act on its behalf at the site for overall coordination, supervision and Project management at site.
- vii. **"APSSDC"** shall mean Andhra Pradesh State Skill Development Corporation and shall include its legal representatives, successors and permitted assignees.
- viii. **"Agreement"** means all Schedules and the contents and specifications including the annexure, and any further amendments issued by APSSDC, of the RFP and contents of this Agreement. *Notwithstanding the foregoing, in the event of a conflict between the Agreement and the RFP, the terms of this Agreement shall prevail.* In the event of a conflict between the Agreement and the Schedules, the terms of the Agreement shall prevail;
- ix. **"Agreement Price / Value"** means the price payable to the Vendor under the Agreement for the full and proper performance of its contractual obligations.
- x. **"Day"** means calendar day.
- xi. **"Deliverables"** means the products, inclusive of comprehensive warranty agreed to be

delivered by the Vendor in pursuance of this Agreement as defined in the RFP

- xii. **“Effective Date”** hereto. If this Agreement is executed in parts, then the date on which the last of such Agreement is executed shall be construed to be the effective date.
 - xiii. **“Government” or “GoAP”** means the Government of Andhra Pradesh.
 - xiv. **“Personnel”** means professionals and support staff provided by the Vendor and assigned to perform supply of goods and fulfill warranty obligations or any part thereof.”
 - xv. **“Third Party”** means any person or entity other than the Government, APSSDC, and Vendor.
 - xvi. **“In writing”** means communicated in written form with proof of receipt.
 - xvii. **“Performance Guarantee”** shall mean the guarantee provided by the Vendor in favor of APSSDC for an amount specified in the RFP. The Performance Guarantee may be in the form of or Demand Draft or a Bank Guarantee.
 - xviii. **“Project”** shall mean a scheme announced by GOAP under which items/components are to be provided to certain Category of eligible students in the State of Andhra Pradesh.
 - xix. **“RFP” or “Request for Proposal”** means the documents containing the Qualification, Commercial and Legal Specifications. It includes Annexure(s), schedules and the clarifications, explanations and amendments issued from time to time.
 - xx. **“Service Level”** means the level of performance which will apply to the supply of hardware/components/ items and performance of warranty obligations as set out in the RFP.”
 - xxi. **“service Level Agreement (SLA)”** means the Level of Services to be provided by Vendor as provided in this document”
 - xxii. **“Warranty”** means the obligation of the vendor to supply quality and quantity of goods and associated services delivered to the Stakeholders of the Project using the tangible and intangible assets created, procured, installed, managed and operated by the Vendor and includes but is not limited to the list of services specified in the RFP.
 - xxiii. **“sign-off”** shall mean a written certification issued by APSSDC evidencing the acceptance, approval or completion, as the case may be, of any deliverable that may be required in terms of the Agreement.
 - xxiv. **“Stakeholders”** includes APSSDC & APSSDC Employees; Government of Andhra Pradesh; Government Schools in Andhra Pradesh; Teachers & Principals of Educational Institutions; and such other persons/entities that have direct or indirect role in the Project.
- b. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
 - c. Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.

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

Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between "APSSDC" and the Vendor. The Vendor, subject to this Agreement, has complete charge of Personnel performing the supply of goods and warranty Services and shall be fully responsible for the supply of goods and warranty Services performed by them or on their behalf hereunder.

Sub-Contracting

The Vendor shall not assign to others, in whole or in part, their obligation to perform under the Agreement, except with APSSDC's prior written consent. The Vendor shall notify and obtain concurrence from APSSDC in writing of all subcontracts awarded under the Agreement. Such notification, in the original quotation or later, shall not relieve the Vendor from any liability or obligation under the Agreement.

Survival

The provisions of the clauses of this Agreement in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Agreement and in relation to confidentiality, the obligations continue to apply unless APSSDC notifies the Vendor of its release from those obligation

Scope of Work/Agreement

- a. Scope of work shall be as defined in this Agreement, Scope of Work including specifications and the Service Level Agreement and annexes thereto of the RFP.
- b. APSSDC has engaged the Vendor for Supply, Commissioning, and Maintenance of various items/components. The Vendor is required to *supply the items, offer the Pre-dispatch inspection, facilitate the Post-delivery sample Inspection and testing, provide comprehensive warranty and manning and operating the Service Centres* along with support and infrastructure as necessary during the term of this Agreement and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and this Agreement and are deemed necessary by APSSDC in order to meet its requirements (hereinafter „Scope of Work“).
- c. If any services, functions or responsibilities not specifically described in this Agreement are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Agreement, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in this Agreement.
- d. APSSDC reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which arise not

necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work pursuant to the RFP.

Commencement, completion, modification and of contract

Effectiveness of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of signing of this agreement.

Termination of Contract: Termination of the Contract will be in compliance to Clause of termination detailed in this document.

Commencement of Services: The VENDOR shall commence the Services immediately from the date of signing the Contract by both the parties.

Expiration of Contract: Unless terminated earlier under some exceptional grounds mentioned in RFP, this Contract shall expire on the day of completion of warranty on the product.

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

Modifications or Variations: (a) Client/Authority can modify terms and conditions of this Contract subject to mutual agreement between the Parties (b) Any modification or variation of the terms and conditions of this Contract not covered under the (a) above, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party. In cases of substantial modifications or variations, the prior written consent of the Client/Authority is required.

Performance security

1. Within 15 (fifteen) days after the receipt of notification of award of the work (Letter of Intent) from APSSDC the successful Vendor shall furnish performance guarantee to APSSDC which shall be equal to 10% of the value of the Agreement and shall be in the form of a Bank Guarantee Bond or a DD/Banker's cheque from a Scheduled Bank.
2. Proceed of the performance security shall be payable to the APSSDC as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
3. The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to APSSDC and shall be in one of the following forms:

- a.) A bank guarantee or an irrevocable letter of credit, issued by a reputed bank located in India with at least one branch office in Hyderabad, in the form provided in the bidding document or another form acceptable to the APSSDC; or
 - b.) A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favor of APSSDC.
4. The performance security will be discharged by the APSSDC and returned to the Vendor *not later than seven days* following the date of completion of all formalities under the contract and if activities, post warranty, by the Vendor is envisaged, following receipt of a performance guarantee for annual maintenance as per bid document.
 5. In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the Contract.
 6. In the event of any correction of defects or replacement of defective equipment during the warranty period, the warranty for the corrected / replaced equipment shall be extended to a further period for the items as mentioned in RFP. The performance guarantee for a proportionate value shall be extended 60 days over and above the extended warranty period.

Vendor's obligations:

1. **Standard of Performance:** The VENDOR shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
2. The VENDOR shall always act, in respect of any matter relating to this Contract or to the Services to the Client/Authority, and shall at all-time support and safeguard the Client/Authority's legitimate interests in any dealings with Third Parties.
3. **Conflict of Interests:** The VENDOR shall hold the Client/Authority's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own interests. If during the period of this contract, a conflict of interest arises for any reasons, the VENDOR shall promptly disclose the same to the Client/Authority and seek its instructions.
4. **Confidentiality:** Except with the prior written consent of the Client/Authority, the VENDOR and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract, nor shall the VENDOR and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

- a. **Accounting, Inspection and Auditing:** APSSDC reserves the right to inspect and monitor/assess the progress of the work related to commissioning, maintenance at any time during the course of the Agreement, after providing due notice to the Vendor. APSSDC may demand and upon such demand being made APSSDC shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the Project.
- b. APSSDC shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by APSSDC and the Vendor undertakes to cooperate with and provide to APSSDC/any other Vendor appointed by APSSDC, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Vendor failing which APSSDC may without prejudice to any other rights that it may have issue a notice of default.

APSSDC's Obligations

Assistance and Exemptions

APSSDC shall use its best efforts to ensure that the APSSDC shall:

- i. Coordinate with officials, agents and representatives of the Government to the extent as may be necessary or appropriate for the prompt and effective implementation of the Project.
- ii. Provide to the Vendor and Personnel any such other assistance as may be specified in the Agreement.

Changes in the Applicable Law Related to Taxes and Duties

If, after the date of this Agreement, there is any change in the Applicable Laws of India with respect to taxes and duties, whether direct or indirect, which are directly payable by the Vendor, which increases or decreases the cost incurred by the Vendor in supplying the goods and performing the warranty Services, then the same shall be to the account of the Vendor.

Statutory Requirements

- a. During the tenure of this Agreement nothing shall be done by the Vendor in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep APSSDC indemnified in this regard.

Administration

- a. Either party may appoint any individual as their authorized representative through a written notice to the other party. Each representative shall have the authority to:
 - i. Exercise all of the powers and functions of his/her Party under this Agreement other than the power to amend this Agreement and ensure the proper administration and performance of the terms hereof and
 - ii. Bind his or her Party in relation to any matter arising out of or in connection with this Agreement.
- b. The Vendor shall be bound by all undertakings and representations made by the authorized representative of the Vendor and any covenants stipulated hereunder with respect to this Agreement for and on their behalf.
- c. For the purpose of execution or performance of the obligations under this Agreement APSSDC's representative would act as an interface with the nominated representative of the Vendor. The Vendor shall comply with any instructions that are given by APSSDC's representative during the course of this Agreement in relation to the performance of its obligations under the terms of this Agreement and the RFP.
- d. A Committee comprising of representatives from APSSDC and the Vendor shall meet on a monthly basis to discuss any issues/bottlenecks being encountered. The Vendor shall draw the minutes of these meetings and circulate to APSSDC.

Warranty

Warranty period will be considered (including Spares-Parts/ Service / Labour /On-site, comprehensive) from the date of installation of items. During warranty period the vendors should conduct preventive maintenance once in a six months besides attending the calls.

1. The Vendor warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
2. The Vendor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the Vendor shall, make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out further performance tests.

3. The equipment supplied should achieve required up time, wherever applicable.
4. APSSDC/user shall promptly notify the Vendor in writing of any claims arising under this warranty.
5. Upon receipt of such notice, the Vendor shall, within the period specified in GCC and with all reasonable speed, repair or replace the defective goods and services or parts thereof, without costs to the user.
6. If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the APSSDC/user may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the APSSDC /user may have against the Vendor under the contract.

Service level agreement& incidental services:

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

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Selected Vendor to APSSDC for the duration of this Agreement.

The selected Vendor and APSSDC shall regularly review the performance of the services being provided by the Selected Vendor and the effectiveness of this SLA.

Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the Agreement along with the following terms shall have the meanings set forth below:

- a. **"Incident"** refers to any event specifying the defect in hardware or its component and accessory virus in IT hardware or Operating System Problem or problems in pre-loaded software.
- b. **"Helpdesk Support"** shall mean the call center which will be set up by the Vendor.
- c. **"Resolution Time"** shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or asking the student in case of a hardware or software technical issue which can only be resolved at the incident resolved at the nearest Service Center or the time taken by Service Centre to resolve a defective item at this service center.

Category of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Vendor shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the Vendor shall be reviewed by APSSDC as following:

- a. Adherence of delivery as per the schedule.
- b. Regularly check performance of the Vendor against this SLA.
- c. Discuss escalated problems, new issues and matters still outstanding for resolution.
- d. Review of statistics related to rectification of outstanding faults and agreed changes.
- e. Obtain suggestions for changes to improve the service levels.
- f. Periodic inspection of selected Vendor’s Help Desk Records like:
 - i. Volume of Calls, and tickets
 - ii. Types of Incidents and requests
 - iii. Time to resolve, ASA and Rate of Abandoned Calls
 - iv. Systems involved
 - v. Areas involved

The SLA has been logically segregated in the following categories:

- a. Pre-Dispatch Inspection
- b. Implementation Service levels/Delivery Schedule
- c. Warranty obligations
- d. Compliance and Reporting Procedures

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the duration of the Agreement. Please note that the Vendor should provide comprehensive, end-to-end service including supply and commissioning, replacement of the defective items in case of physical damage. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied. All penalties shall be paid by the Selected Vendor to APSSDC.

Delivery Schedule Levels

Table 2: Delivery Schedule

S No.	Quantity to be delivered	Target	Penalty
1	100% of ordered quantity	0 -30 days	A Penalty of 1% for first two weeks, 2% per week for every subsequent week subject to a maximum of 10% of the undelivered quantity. In case delivery exceeds 4 weeks, contract shall be terminated.

Delivery location, Address list of schools and SPOC from the respective locations will be provided by APSSDC after signing of agreement.

Warranty& AMC obligations

Table 3: Replacement of faulty Items/components SLA

Type of Incident	Resolution time	Penalty
<p>Incident 1</p> <p>Repair of the IT hardware or the components including accessories which can be Repaired in the Service center has to be fixed within 2 days of reporting of the problem.</p> <p>T shall be the agreed resolution time which in case of repair is 2 (two) working days.</p>	T	No Penalty
	T1 = T+2 days	0.5% of the value of the item for every unresolved incident.
	T2 = T1+2	1% of the value of the item for every unresolved incident.
	> T2	2% of the value of the item for every unresolved incident subject to a maximum of 15 days. After 15 days Vendor shall replace the Student’s item with the new item along with a penalty of 20% of the value of the item to APSSDC
<p>Incident 2</p> <p>Replacement including the Faulty items/ components and faulty operating system as mentioned above to be replaced within 4 days of reporting the problem.</p> <p>The Vendor should maintain at least 2% inventory to carry out the replacement work.</p> <p>The Vendor shall attract 20% extra penalty on the total penalty calculated from Incident 1 & Incident 2 when the cases of Resolution Time > T2 exceeds 100 in number per District on a monthly basis.</p>	T	No Penalty
	T1 = T+4 days	1% of the value of the item for every unresolved incident.
	T2 = T1+2	2% of the value of the item for every unresolved incident.

Incident 3 Replacement of the IT hardware in case of defective IT hardware or irreparable IT hardware as declared by the Vendor to be replaced within 15 days of reporting the problem.	> T2	5% of the value of the item for every unresolved incident subject to a maximum of 15 days. After 15 days Vendor shall replace the Student's item with the new item along with a penalty of 20% of the value of the item to APSSDC
	T	No Penalty
	> T	A Penalty of 5% per week subject to a maximum of the total value of the item.

Compliance & Reporting procedures SLAs

Table 4: Compliances & Reporting procedure SLAs

S. No.	Measurement	Definition	Target	Penalty
1.	Submission of MIS Reports.	The selected Vendor shall submit the MIS reports as requested by the APSSDC. The MIS reports shall be shared on a quarterly basis unless specified by a written request from APSSDC.	Report for the delivery shall be submitted by the first week of the next month. Penalty shall be levied only after the 10th of the month of submission.	INR 500 every 1 day of delay in submission on an incremental basis to a maximum of INR 2,500.

SLA Review Process

- a. Either APSSDC or the selected Vendor may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion

- if the issue is not an emergency requiring immediate attention.
- c. APSSDC and the Vendor shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Vendor will then communicate the resolution to all interested parties.
 - d. In case the issue is still unresolved, the arbitration procedures described in this document will be applicable.

Penalties

- a. The total Penalty in the year shall not exceed 5% of the total value of the Order.
- b. Default beyond 5% of the total value of the order, on account of any reason whatsoever, will be deemed to be an event of default and termination.

Payment Schedule

- a. Payments will be released by the APSSDC only on satisfactory acceptance of the deliverables for each Task as per the following schedule:
- b. Additionally, all payments to be made to the Vendor shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. Any increase in rates of all applicable direct or indirect taxes (central or state or local), rates, duties, charges and levies (central or state or local); will be to the account of Vendor.
- c. The Vendor shall also bear all personal/income taxes levied or imposed on its personnel etc. on account of payment received under this Agreement. Vendor shall further bear all income/corporate taxes, levied or imposed on account of payments received by it from the APSSDC for the work done under this Agreement.

S. No	Payment Schedule	Fee Payable	Documents
1.	On delivery of the hardware/ components at the locations specified by APSSDC. This shall include installation.	90% of the Order value	Payable against the following: 1) Performance guarantee 2) Original Invoice 3) Quality Certificate from the respective OEM 4) Insurance Certificate 5) Pre-Dispatch Inspection Report issued by Third Party Inspection Agency engaged by APSSDC 6) Delivery acknowledgment at district headquarters/ block 7) Post Delivery Inspection Certificate 8) Service Center Operational Certificate
2.	On completion of Training and Demonstration to both the teachers and students at Block/School level	5% of the Order value	Confirmation of Demonstration schools.
3.	On completion of Warranty of 1 year from the Date of Final acceptance sign off.	5% of the Order value	Payable against successful completion of the warranty for the period of one year from the date of Final Acceptance sign off.

Prices

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

Assignment

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

Delays in the supplier's performance

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

Applicable law

The contract shall be interpreted in accordance with appropriate Indian laws. Each Party to this Agreement and the SLAs accept that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Agreement and the SLA are subject to their respective compliance with all applicable laws and regulations.

Jurisdiction of Courts

The Arbitration proceedings shall be held in High Court of Judicature at Hyderabad for the States of Telangana and Andhra Pradesh or the High Court which may be established in the State of Andhra Pradesh and will have exclusive jurisdiction to determine any proceeding in relation to this Agreement.

Notices

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

Taxes and duties

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

Insurance

- The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.

- The insurance shall be in an amount equal to 110 percent of the value of the Goods from “Warehouse to warehouse (final destination)” on “All Risks” basis including War Risks and Strikes, valid for a period not less than 3 months after installation and commissioning.

1. The selected Vendor shall be responsible for acquiring comprehensive insurance including transit insurance, liability insurance and any other insurance for the Laptop, data, software, equipment etc. till the delivery.
2. All costs related to insurance shall be borne by the selected Vendor for goods supplied under the Agreement against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
3. The entire cost of transportation from the Manufacturing Plant or Port of Landing to the designated destination as specified by APSSDC shall be borne by the selected Vendor.
4. The Laptops and other equipment supplied under the Agreement shall be covered with comprehensive insurance by the selected vendor till the delivery and acceptance by the respective institutions. The Insurance Certificate shall form a part of final acceptance sign off document.

Hardware installation

The vendor is responsible for all unpacking, assemblies, wiring, installations, cabling between computer units and connecting to power supplies. The vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the computer hardware at all installation sites.

Transportation

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

Packing, inspection and acceptance

1. The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the APSSDC.

Licenses

The software as applicable will be used throughout Andhra Pradesh or user's sites even outside Andhra Pradesh.

Termination

Termination by the Client - The Client / Authority may, by not less than Fifteen (15) days' written notice of termination to the VENDOR, such notice to be given after the occurrence of any of the events, terminate this Agreement, if:

- a. The VENDOR fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within Fifteen (15) days of receipt of such notice of suspension or within such further period as the Client/Authority may have subsequently granted in writing;
- b. The VENDOR becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. The VENDOR fails to comply with any final decision reached as a result of arbitration proceedings;
- d. The VENDOR fails to comply with the decisions of the Client;
- e. The VENDOR submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the VENDOR knows to be false;
- f. Any document, information, data or statement submitted by the VENDOR in its Proposals, based on which the VENDOR was considered eligible or successful, is found to be false, incorrect or misleading; or
- g. As the result of Force Majeure, the VENDOR is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

Termination for convenience

1. APSSDC, may at any time by giving 15 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the APSSDC/Purchaser's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
2. The goods those are complete and ready for shipment within Fifteen (15) days after the vendor's receipt of notice of termination shall be accepted by the APSSDC at the contract terms and prices. For the remaining Goods, the APSSDC may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

Termination by the VENDOR - The VENDOR may, by not less than Fifteen (15) days' written notice to the Client, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- a. the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the VENDOR may have subsequently agreed to in writing) following the receipt by the Client of the VENDOR's notice specifying such breach; the VENDOR becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

- b. As the result of Force Majeure, the VENDOR is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- c. The Client fails to comply with any final decision reached as a result of arbitration.

Payment upon Termination – Upon termination of the Agreement, no payment shall be made by the Client/Authority to the VENDOR. Payments can be made to the extent of satisfactory work done, duly certified by the client/authority.

Cessation of Rights and Obligations and Services: Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

- a) such rights and obligations as may have accrued on the date of termination or expiration,
- b) the obligation of confidentiality, the VENDOR's obligation to permit inspection, copying and auditing of its accounts and records by APSSDC.

Upon termination of this Agreement by notice of either Party to the other Party, the VENDOR shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

Limitation of Liability:

Except in case of gross negligence or willful misconduct on the part of the Vendor or on the part of any person or firm acting on behalf of the Vendor in carrying out the work, the Vendor, with respect to damage caused by the Vendor to APSSDC's property, shall not be liable to APSSDC:

- for any indirect or consequential loss or damage;
- for any direct loss or damage that exceeds the total value of the Agreement or the proceeds the Vendor may be liable to receive from any insurance maintained by the Vendor to cover such a liability, whichever is higher.

Indemnification

- a) Subject to Clause below, the IA (the "Indemnifying Party") undertakes to indemnify Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.
- b) If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Deliverables/ Services/ Goods/ Materials provided by the Indemnifying Party infringes a copyright, trade secret, patents or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) the Indemnified Party's misuse or

modification of the Deliverables; or (b) the Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; or (c) the Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any Deliverable is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, or (ii) replace it with a non-infringing equivalent, or (iii) modify it to make it non-infringing.

- c) The Indemnifying Party shall indemnify the Indemnified Party against all losses (including loss of business, reputation, profits, revenue etc.), claims, damages, compensation, charges (including attorney fees) etc. arising out of data loss, data theft, data misuse, data tempering, unauthorized use or disclosure of Confidential Information etc. attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.
- d) The indemnities set out in above Clause shall be subject to the following conditions:
- i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings;
 - ii. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at the Indemnifying Party's cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
 - iii. If the Indemnifying Party does not assume full control over the defence of a claim as provided in this clause, the Indemnified Party may participate in such defence at the Indemnifying Party's sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate;
 - iv. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

Risk Purchase

If the Service Provider fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by Purchaser due to breach of any obligations of the Service Provider under this Agreement, Purchaser reserves the right to procure same or equivalent services / goods/ Deliverables from alternative sources at the Service Provider's risk and responsibility. Any incremental cost borne by Purchaser in procuring such services/goods/deliverables shall be borne by the Service Provider. Any such incremental cost incurred in the procurement of the material from alternative source will be recovered from the undisputed pending due and payable payments /Security Deposit / Bank Guarantee provided by the Service Provider under this Agreement and if the value of the services/materials under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered if necessary by due legal process

Liquidated damages

In the event of the Service Provider failure to submit the Bond, Guarantees and Documents and supply the equipment as per the RFP, the contracting Authority may at its discretion withhold any payment until the completion of the contract. Contracting Authority shall deduct from the payment due to the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the corresponding milestone payment of the delayed/ undelivered services for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of corresponding milestone payment of the delayed/ undelivered services. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Contracting Authority under the contract and law.

Once the liquidated damages exceeds 10% of the contract value, the contracting authority reserves right to terminate the contract.

Force majeure

1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the APSSDC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the Vendor shall promptly notify the APSSDC in writing of such condition and the cause thereof. Unless otherwise directed by the APSSDC in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents, employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

SETTLEMENT OF DISPUTES

- 1 Performance of the contract is governed by the terms & conditions of the contract, in case of dispute between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, the Parties may go for arbitration.
- 2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Client/Authority and the VENDOR, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The

Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- 3 Arbitration proceedings/any other legal proceedings shall be held in Vijayawada and the language of the arbitration proceedings and that of all documents and communications between the parties shall English
- 4 Arbitrator under this agreement is identified as the CEO of APSSDC
- 5 The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- 6 The limitation period for referring the dispute to the Arbitrator will be 30 days.

FAIRNESS AND GOOD FAITH

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

Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

ANNEXURE: ITEM WISE PRICES QUOTED BY < >:

S. `No.	Name of the item	Quantity		
			Unit price including taxes and AMC till 3 rd year, at the time of opening commercial bids	Total Price Quoted in commercial bid
		1	2	1X2
1				