

Short Tender Call
for
Live Webcasting of Poll on 8.5.2011 in
Kadapa Parliamentary Constituency and Pulivendula
Assembly Constituency
for
Chief Electoral Officer, Andhra Pradesh
AP Secretariat, Hyderabad
(APTS Tender Ref.no.APTS/IIP/329/GAD-WH/2011)

Proprietary & Confidential

April 2011

Andhra Pradesh Technology Services Limited,
Boorgula Ramakrishna Rao Bhavan,
B-block, 4th floor, Tankbund road,
Hyderabad, AP 500 063, India.
Telephones: 91 (40) 23220305, (40) 23223865 Fax: 91(40) 23227458

Proprietary & Confidential

No part of this document can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of APTS except to the extent required for submitting bid and no more.

Contents

S.No	Description	Page No.
1	Newspaper advertisement	4
2	Tender call notice & Time schedule of various tender related events	5
3	Scope of the work	7
4	Pre-qualifications of the tender	10
5	Statement of important limits and values of bid	11
6	Bidding procedure	12
7	General instructions to bidders	14
8	Standard procedure for opening and evaluation of bids	19
9	General conditions of proposed contract	23
10	Special conditions of proposed contract, if any	27
11	Bid letter form	28
12	Contract form	29
13	Bid Forms	30
14	Annexure	31

News paper Advertisement

apts

Short Tender call for “Live Webcasting of Poll on 8.5.2011” for Chief Electoral Officer, Andhra Pradesh, AP Secretariat, Hyderabad

1.1. APTS on behalf of Chief Electoral Officer, Andhra Pradesh, AP Secretariat, Hyderabad is inviting bids from service providers for **Web Hosting of Live Election Process** bye-elections being conducted in 38-Kadapa Parliamentary Constituency and 248-Pulivendula Assembly Constituency in Kadapa District. The time schedule of various tender related events are as follows :

Bid calling date	16.04.2011
Pre-bid conference date/time	19.04.2011, 11.30 AM
Last date/time for clarification	19.04.2011, 05.00 PM
Bid closing date/time	23.04.2011, 03.00 PM
Bid opening date/time	23.04.2011, 03.30.PM
Bid Document Fee	Rs. 10,000/-
APTS Contact person	Manager (IIP&NW)
Reference No.	APTS/IIP/329/GAD-WH/2011

1.2 If your firm is interested in participation, for further details regarding detailed tender Notification, specifications please visit <http://www.apts.gov.in> or <http://www.ceoandhra.nic.in> and the bid document fee is payable only when you indent full copy of the bid document and for participation.

1.3 A complete set of bidding document 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. The payment can be made in the form of Demand Draft/ Banker’s cheque drawn in favour of “The Managing Director, AP Technology Services Ltd., BRKR Bhavan, Hyderabad”.

Managing Director
Andhra Pradesh Technology Services Limited (APTS),
Boorgula Rama Krishna Rao Bhavan, B-block, 4th floor,
Tank Bund Road, Hyderabad, AP 500 029, India
Phones:(40) 23224289; (40) 23220305; Fax: (40) 23227458

Short Tender call notice

**Andhra Pradesh Technology Services Limited (APTS),
BRKR Bhavan, B- Block, 4th floor,
Tank Bund Road, Hyderabad, AP 500 063, India.
Phones : (40) 23224289; (40) 23220305; Fax: (40) 23227458**

**Tender call for
“Live Webcasting of Poll on 8.5.2011” for Chief Electoral Officer, Andhra Pradesh,
AP Secretariat, Hyderabad**

Time schedule of various tender related events.

Bid calling date	16.04.2011
Pre-bid conference date/time	19.04.2011, 11.30 AM
Last date/time for clarification	19.04.2011, 05.00 PM
Bid closing date/time	23.04.2011, 03.00 PM
Bid opening date/time	23.04.2011, 03.30.PM
Bid Document Fee	Rs. 10,000/-
APTS Contact person	Manager (IIP&NW)
Reference No.	APTS/IIP/329/GAD-WH/2011

2.0 The solution, service or material required:

Tender call for “Webcasting of Poll on 08.5.2011 to 38-Kadapa Parliamentary Constituency and 248-Pulivendula Assembly Constituency in Kadapa District for Chief Electoral Officer, Andhra Pradesh, AP Secretariat, Hyderabad.”

The Bidder should supply and operate at the respective locations on rental basis. The Indicative specifications required for each polling location as follows:

2.1 Specifications required for each Polling Station: (300 Polling Locations approximately)

S.No	Item	Qty (Nos.)
1	2	3
1	Cameras with 400 or above TV Lines (Horizontal resolution) with 180 degree auto turn at 0.5-1.0 Lux illumination	3
2	H.264/MPEG-4 Part 10 or AVC (Advanced Video Coding) is a standard DVR with, 4-channel, 15 or more fps D1 Resolution Web based DVR supports upto 300 GB Storage	1
3	Connecting cables for cameras & DVR	Actual
4	Required Power supply cables	Actual
5	Connection to the web server	Actual

2.3 Specifications required for each Counting Centres: (Seven Counting Centers)

S.No	Item	Qty (Nos.)
1	2	3
1	Cameras with 400 or above TV Lines (Horizontal resolution) with 180 degree auto turn at 0.5-1.0 Lux illumination	3
2	H.264/MPEG-4 Part 10 or AVC (Advanced Video Coding) is a standard DVR with , 4channel, 15 or more fps D1 Resolution Web based DVR supports upto 300 GB Storage	1
3	Connecting cables for cameras & DVR	Actual
4	Required Power supply cables	Actual

2.3 Specifications required for Webcasting server:

- Considering above locations to be live webcasted at any point of time, the bidder shall propose one server and separate internet connection for every 100 locations.
- The servers shall be connected through a load balancer to handle heavy traffic.
- The site shall be designed as per the guidelines of the Chief Electoral Officer, Andhra Pradesh (CEOAP).
- The SLA terms to be complied by the bidder for security, availability of the webcasting, power, internet etc.

3.0 SCOPE OF THE WORK:

The CCTV Systems shall be connected to Digital Video Recorders at each Polling Station/ counting hall.

1. **Recording and live webcasting of Poll on 8.5.2011 from Polling Stations:** One Camera to be installed out side of polling station to record the voter queues in the polling station. Two Cameras to be installed inside the polling station coving the entire activity except the voting compartment. All the three cameras to be installed one day before and test check to be conducted. The cameras shall be arranged in such a manner that the entire room is covered except Voting compartment. All the three cameras shall be connected to Digital Video Recorder and DVR shall be connected to required storage The Camera and DVR shall start function two hours before the process of election and the video shall be recorded in the Hard Disc continuously and will stop one hour after the polling is completed. The DVR will be connected to web server for streaming the video for webcasting.
2. **Counting Centers:** The Cameras to be installed in the Counting Centers one day before and test check to be conducted and four Cameras to be installed in each Hall. As explained above all the cameras will be connected to a Digital Video Recorder and all the action is recorded in the Hard Disc of the Digital Video Recorders. The DVR will be connected to web server for streaming the video for webcasting.
3. **All the sensitive polling station locations sites (around 300) shall be connected with Cameras for live webcasting of the Election Process.**
4. **The video streaming should be arranged from a server at port 80.**
5. **The cameras and the system shall be installed and tested on 07-05-2011. The system can be removed from the polling stations after the poll is completed on 08.05.2011 in the evening.**
6. Every Polling Station should have 3 Cameras. The Cameras shall be fixed cameras with a coverage of 180⁰ pan automatic rotation. Two cameras should be inside the polling station and one camera should be installed outside the polling station covering the voters in queue and their movements.
7. All Cameras are unmanned. However, one operator per location should monitor and attend the cameras during the operation from outside the Polling Location.
8. The service provider shall host the streaming of all polling stations on the Server on public domain. A hyperlink in <http://www.ceoandhra.nic.in> web site will be provided to connect the live streaming server. All visitors to the site shall access streaming server. The streaming server shall serve the visitors, which may be large in number.

The Communication Channel from polling stations to streaming sever can be selected by the operator either Satellite, Cable, Lease circuits from Telecom operators etc.

3.1 Webcast infrastructure

Depending upon the number of Polling stations webcasted live, the server with required capacity & Bandwidth needs to be arranged by bidder. Following parameters will decide the server capacity.

- Considering all locations to be webcasted live at any point of time
- Expected simultaneous hits at any given point of time during the process.
- The bidder has to design a website with the following functions:
- The web site shall show all the seven Assembly segments in Kadapa Parliamentary Constituency
- The polling stations of all the seven Assembly Segments in Kadapa Parliamentary Constituency to be made as links.
- Once the visitor clicks the polling station link, the system shall show the three streams of the three cameras of the polling station.
- Software listing all the polling stations with their respective webcast shall be done by bidder after collecting the details from the office of Chief Electoral Officer,AP.

3.2 Deliverables:

The bidder after completion of the recording activity, all the Data to be arranged on the DVDs / Hard Disks and handover to the Chief Electoral Officer, Andhra Pradesh immediately. After handing over the data, the bidder shall not retain any video and data in their Computers or in any form such as Hard Disks/DVDs etc. with them. Any deviations in this regard, the agency will be held responsible and liable for punishment as per law.

3.3 Continuity of Services:

The bidder must take care so as to record all the events by providing suitable spares and substitute manpower. A central command center to be setup for coordinating resource. All contact details shall be provided to the Chief Electoral Officer, Andhra Pradesh and District Election Officer, Kadapa District.

3.4 Roles & responsibilities - the Chief Electoral Officer, Andhra Pradesh:

- Signing the agreement with successful bidder
- Conducting Acceptance Testing one day advance for the system with all cameras
- Appointing a dedicated Person as a single point of contact
- Monitoring the project
- Release of the payments to service provider
- Listing of the Sites/ polling stations for implementation.
- Permitting for installation and operation at the sites to the successful bidder
- Provide basic details and web link details for webcasting

- Provide power connections at sites/ locations
- Arrange the required Passes to the servicing/ managing staff of bidder
- Copies of Letters addressed to District Collector, Kadapa with appropriate instructions
- Co-ordination with Police Department, District Collector, Kadapa for implementation of the project

3.5 Roles & responsibilities – APTS

- Conducting pre-bid conference along with department
- Receiving and evaluating the bids
- Finalization of the service providers
- Providing a draft LOI & contract to CEOAP

3.6 Roles and Responsibilities – Service provider (Successful bidder)

- Field study to understand the connectivity requirements
- Prepare a Project Plan in consultation with Chief Electoral Officer
- Entering into contract with Chief Electoral Officer
- Mobilization of the personnel to take up the work
- Deliver the services & deliverables as per the contract terms and conditions
- Installing and commissioning of the command center to control and manage process.
- Arrange the required internet bandwidth for webcasting
- Applying / arranging communication (connectivity) to all locations and arranging them.
- Insurance of material/ manpower during the project execution
- Arranging demo to evaluation committee on the solution at technical evaluation stage

RFP / Tender conditions

- No Advance payment along with Order.
- 100% payment on completion of the project and after receipt of deliverables and a certificate from the District Collector, Kadapa on installation and successful execution of work

Service level Agreement (SLA)

- Penalty for not implementing/delay in implementation - for every site not implemented, 125% of the cost quoted for that site will be deducted from the payment or from the EMD and recommended for black listing
- Operations at polling station – no down time is permitted - computation of down time from the MIS software installed in the Web server software.
- Operational down time for website is not permitted.

4.0. Pre- qualifications of the tenders:

The bidder shall possess the following minimum qualifications:

Considering skills and resources needed to implement the Project, a Consortium of Companies may bid for the project. However one of the members of the consortium should act as the Prime Bidder and be responsible for discharging the responsibilities. It is the Prime Bidder who should submit the bid complete in all aspects on behalf of the members. Payments will be released to Prime bidder only by the CEOAP.

The bidder must possess the requisite Technical experience, Capabilities and Financial strength to provide the video recording & streaming services described in the bid document. The following is the pre-qualification criteria.

Eligibility criteria:

SNo	Clause	Document Required
1.	The bidder or bidders in Consortium should be a company registered under the Companies Act, 1956, Or A partnership firm registered under Indian Partnership Act, 1932 and in business for the last three years as on 31.03.2011.	Certificate of incorporation / Registration
2	Consortium partners shall have JV/ MOU specific to this project.	MOU in original.
3	The bidder or prime bidder in case of consortium should have been in the business of video recording or ISP tele-communications, Networking or webhosting services in the last 3 years as on 31 March 2011 (2008-09, 2009-10 and 2010-11) with a turnover of at least Rs. 500.00 Lakhs in any one of the financial year.	Copy of the audited Balance sheet or Chartered Accountant certificate.
4	The bidder or any one of consortium members in case of consortium should have executed minimum one project with live recording and Webcasting with 50 cameras and with project cost of Rs 5.00 lakhs in any one of the three (2008-09, 2009-10 and 2010-11) financial year.	Satisfactory completion Certificate from the client (s) for 50 cameras project(s).
5	The bidder or members of consortium should not have been blacklisted by Govt./PSU agencies anywhere in India as on bid calling date.	Declaration by the authorized signatory of prime bidder / bidder.

5.0. Statement of important limits / values related to bid:

No.	Item	Description
1	EMD (DD/BG)	Rs. 10 lakhs in favour of MD, APTS,Hyderabad
2	EMD validity Period	Up to 15.07.2011
3	Bid validity period	Up to 15.07.2011
4	Period for signing contract	Within 3 days from date of receipt of notification of award
5	Contract Period	Upto 15/5/2011
6	Variation in quantities	+ / - 25 %
7	Payment terms	As specified
8	Penalty	As specified
13	Conditional Bids	Not acceptable and liable for rejection
14	Eligibility Criteria	As per Para 4

6.0 TECHNICAL SPECIFICATIONS

6.1 Live Webcast:

6.5 The recorded live process will be continuously copied on the webs server. Sufficient Internet Band Width shall be provided so that the total process can be viewed by any citizen, Parties live. The total process must be full proof and shall work without any manual operation.

6.2 Specifications for every location:

S.No	Item	Qty (Nos.)
1	2	3
1	Cameras with 400 or above TV Lines (Horizontal resolution) with 180 degree auto turn at 0.5-1.0 Lux illumination	3
2	H.264/MPEG-4 Part 10 or AVC (Advanced Video Coding) is a standard DVR with , 4channel, 15 or more fps D1 Resolution Web based DVR supports upto 300 GB Storage	1
3	Connecting cables for cameras & DVR	Actual
4	Required Power supply cables	Actual

7.0. Bidding procedure:

7.1. Bid submission

Offers should be made in three parts namely, “Pre-qualification bid”, “Technical bid” and “Financial bid” and in the format given in bid document. Each offer should be placed in a separate envelope super scribed “Pre-qualification bid”, "Technical bid" and "Financial bid", as the case may be, followed by the title mentioned above against " tender call:"

- i. **EMD should be enclosed in the “Pre-qualification bid” envelope.**
- ii. Name of the vendor and contact address should also be written on the envelope.
- iii. Tenders will be accepted only from those who have received/ purchased bid document from APTS.
- iv. All correspondence should be with APTS contact person.
- v. A complete set of bidding documents may be obtained by interested bidders from the APTS contact person upon payment of the bid document price which is non-refundable. Payment of bid document price should be by demand draft / cashier's cheque or certified cheque drawn in favor of "The Managing Director, Andhra Pradesh Technology Services Ltd." and payable at Hyderabad (India). The document can be picked up by courier designated by the interested bidder.
- vi. Bids shall be submitted at O/o APTS, 1st Floor, BRKR Bhavan,Hyderabad

7.2. Pre-qualification bid

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

1. General business information on bidders company (Form-P1)
2. Turnover details (Form-P2)
3. Major clients' details (Form-P3)
4. Bid security (EMD)

7.3 . Technical Bid:

1. Deviation(s) to technical specification, if any in Form T-1
2. Details of Network, Bandwidth, Webserver and Webhosting in Form-T2
2. Check list in Form T-3
- 3. Un-priced Bill of Material (Form-F1) and compliance for hardware**

7.4 Financial bid:

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

7.5. Pre-bid Meeting:

All those bidders who had purchased bid document can participate in the meeting to seek clarifications on the bid, if any.

7.6. Bid evaluation procedure:

Bids would be evaluated for entire Schedule. Bidders should offer prices for all the items of Schedule and for the full quantity of an item of Schedule failing which such bid will not be considered. Technical bid documentation should be in the prescribed format. If a vendor has any comment to offer about the procedural aspects of this tender, it should be intimated to APTS during the pre-bid meeting. In case the schedule or procedure of tender processing is revised, the same will be communicated by telephone, fax, courier as the case may be to all vendors who have purchased the bid document.

7.7. Opening of bids:

Immediately after the closing time, the APTS contact person shall open the Pre-qualification Bids and Technical Bids. The EMD will be scrutinized first for the amount and validity period. The bids submitted with required EMD amount and validity only be considered for the evaluation. The bids submitted with insufficient EMD amount/validity will be treated as disqualified bids and those bids will not be considered for further evaluation. After **securitization of the EMD validity**, those bids who have sufficient EMD validity will be listed for further evaluation. The 'Financial Bid' covers shall be listed and put into a box sealed according to APTS procedure. The sealed box of Financial Bids shall be in custody of a designated officer for opening after evaluation of Pre-Qualification & Technical Bids. After evaluation of Pre-Qualification Bids and Technical Bids, the Financial Bids of only those bidders who qualify in Pre-Qualification and Technical evaluation will be opened. Any participating vendor may depute a representative to witness these processes.

7.8 Pre-qualification bid documentation:

The Pre-qualification bid documentation will 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, APTS may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify in Pre-qualification bid documentation.

7.9 Technical bid documentation:

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

7.10. Financial bid:

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

8.0. General instructions to bidders

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

8.1. Definitions:

1. **Tender call or invitation for bids**, means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
2. **Two part bid** means the pre qualification/technical bid and financial bids put in separate covers and their evaluation is sequential.
3. **“Contract”** means the agreement entered into between the Chief Electoral Officer, Andhra Pradesh and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
4. **“Contract price”** means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;
5. **“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;
6. **“GCC”** means the general conditions of contract contained in this section.
7. **“SCC”** means the special conditions of contract if any.
8. **“APTS”** means the Andhra Pradesh Technology Services Ltd.
9. **“Purchaser/ User”** means ultimate recipient of goods and services
10. **“Project site”**, where applicable, means the place(s) where goods/services are to be made available to user.
11. **“Day”** means calendar day.
12. **“Specification”** means the functional and technical specifications or statement of work, as the case may be.
13. **Firm** means a company, authority, cooperative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
14. **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 Chief Electoral Officer, Andhra Pradesh signs the contract for rendering of goods and services.
15. **Pre- qualification and Technical bid** means that part of the offer, that provides information to facilitate assessment, by APTS, professional, technical and financial standing of the bidder, conformity to specifications etc.
16. **Financial bid** means that part of the offer, that provides price schedule, total project costs etc.

17. **Three part bid** means the pre-qualification bid, technical and financial bids are put in separate covers and their evaluation is sequential.
18. **Composite bid** means a bid in which the technical and financial parts are combined into one format but their evaluation is sequential.
19. **Goods and services** mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
20. **The word goods** when used singly, shall mean the hardware, firmware component of the goods and services.
21. **The word manufacture** when used in the context of services shall mean “performance” and in case of solution(s) shall mean “worked out”, “developed” or “executed” depending on context.
22. **Facilitator** : “Facilitator” means the successful vender to whom job will be awarded.
23. **CEOAP** : Chief Electoral Officer, Andhra Pradesh, General Administration (Elections) Department, AP Secretariat, Hyderabad

8.2. General eligibility

1. This invitation for bids is open to all firms from within India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to Pre qualifications.
2. Bidders marked/considered by APTS to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
3. Breach of any instructions of bidding or contract with APTS or any of its user organisations in past or in this case may make a firm ineligible to participate in bidding process.

8.3 Bid forms

1. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
2. For all other cases the bidder shall design a form to hold the required information.

8.4. Cost of bidding

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

8.5. Clarification of bidding documents

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

8.6. Amendment of bidding documents

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

8.7. Period of validity of bids

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

8.8. Submission of bids

1. The bidders shall seal the pre-qualification, technical and financial or composite bids in separate envelopes, duly marking the envelopes as "Pre-qualification", "Technical bid" and "Financial bid", and "Composite bid" respectively.
2. The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
 - a. be addressed to the APTS at the address given in the tender call;
 - b. bear the project name/title indicated in the tender call, and **bear a statement for -**
 - i. Pre-qualification bid "**Do not open before bid opening day and time**",
 - ii. Technical OR Composite bid "Do not open until evaluation of Pre-qualification bid",
 - iii. Financial bid "Don't open until evaluation of technical bid"

3. The outer envelopes shall clearly indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
4. If the outer envelope is not sealed and marked as required above, APTS will assume no responsibility for the bid's misplacement or premature opening.

Bids shall be submitted at O/o APTS, 1st Floor, BRKR Bhavan, Hyderabad

8.9 Deadline for submission of bids

1. Bids must be received by the APTS contact person no later than the bid submission date and time specified in the tender call notice.
2. The APTS may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the APTS and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

8.10. Late bids

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

8.11. Modification and withdrawal of bids

1. The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids, is received by the APTS prior to the deadline prescribed for submission of bids.
2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
3. No bid can be modified subsequent to the deadline for submission of bids.
4. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the forfeiture of its bid security (EMD).

8.12 Preparation of Pre-qualification bid

It shall contain of the following parts:

1. General business information (Form-P1)
2. Turnover details (Form-P2)
3. Major clients' details (Form-P3)
4. Bid security (EMD)

8.13 General business information:

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

8.14 Bid security i.e. earnest money deposit (EMD)

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

8.15. Preparation of financial bid

1.) Overview of financial bid

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

2.) Bid prices

a. The bidder shall indicate the unit prices (where applicable) and the total bid price of the goods/services it proposes to supply under the contract.

b. The bidder shall indicate Basic Prices and taxes, duties etc. separately (if required) in the form prescribed.

c. Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by APTS and will not in any way limit the purchaser's right to contract on any of the terms offered.

d.. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.

3. Bid currency :Prices shall be quoted in Indian rupees.

9 Standard procedure for opening and evaluation of bids

9.1 Outline of bid evaluation procedure:

1. The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Immediately after the closing time, the APTS contact person shall open the Pre-qualification bids and list them for further evaluation. The Technical and financial bid covers shall be listed and put into a bag to be sealed according to APTS procedure. The sealed bag of technical and financial bids shall be in custody of a designated officer for opening after evaluation of Pre-qualification bids. There after, Technical bids of qualified bidders will be opened, keeping financial bid in sealed bag. Finally financial bids of those bidders will be opened who are short listed in technical evaluation.
2. In case of composite bid - technical and financial bids combined together, first technical evaluation will be done followed by financial evaluation of only those bids which have qualified in technical evaluation.
3. Any participating vendor may depute a representative to witness these processes.
4. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or else where in this bid document or 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.

9.2 Opening of bids

a.) Bids will be opened in the presence of bidder's representatives, who choose to attend. The bidder representatives who are present shall sign in a register evidencing their attendance.

b.) The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the 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.

c.) Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

9.3 Clarification of bids:

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

9.4 Preliminary examination:

1. Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
3. 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.
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.
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.

9.5 Evaluation of Pre-qualification bids:

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

- a.) Firstly, the documentation furnished by the vendor will 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.
- b.) In the second step, APTS may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

9.6 Technical bid documentation:

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

9.7 Evaluation of financial bids

Financial bids of those vendors who satisfy all phases of the pre-qualification and technical bid and corresponding to chosen technical bid choices will only be opened. All other financial bids will be ignored. APTS will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid.

9.8 Evaluation and comparison of financial bids

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

9.9 Contacting APTS

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

9.9.1 Award criteria Final choice of firm to execute this project shall be made on the basis of conformity to technical requirements, appropriateness of the product/services offered, appropriateness of financial offer from the point of view of cost-effectiveness, total cost of ownership over entire contract period for the product/services and past track record of bidder.

9.9.2 APTS' right to vary quantities at time of award

APTS reserves the right at the time of award to increase or decrease the quantity , as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms and conditions.

9.9.3 APTS' right to accept any bid and to reject any or all bids

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

9.9.4 Notification of award

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

9.9.5 Signing of contract

- a.) The successful bidder should enter into agreement with CEO, GAD, Hyderabad.
- b.) The successful bidder shall sign and date the contract and return it to CEO, GAD, Hyderabad.

9.10 Performance security – not applicable

9.11 Corrupt, fraudulent and unethical practices

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

10 General conditions of proposed contract (GCC)

10.1 Application:

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

10.2 Payments:

- a) The payment shall be made by CEOAP within a month after receipt of invoice and on satisfactory completion of work as per agreement, subject to production of necessary certificate from the Officer authorized by the CEOAP and after deducting the down time penalty if any and other recoveries if any.
- b) Payment Authority: CEOAP,, Hyderabad.

10.3 Other terms and conditions:

- a) The Facilitator shall comply with such directions as the user may issue from time to time for the smooth working and in the furtherance of the overall objective.
- b) The Facilitator shall be solely responsible for all acts of omission and commission occasioned by his personnel in carrying out the terms of the agreement.
- c) The Facilitator or his personnel shall not use or cause to be used, the data or information provided to him or acquired by him during the process of providing services for any purpose. Such data or information shall be surrendered to the Department at the expiry of the agreement as it is a sole property of the CEOAP.
- d) In case the Facilitator is not able to rectify any of the problems, it shall be competent for the CEOAP to get the same rectified by the manufacturer or any other suitable agency and recover 125% of the amount incurred by the GAD in the process, from the Facilitator by way of deduction from the charges payable to the Facilitator or from Performance Security or both.

10.4 Delays in the service providers performance

1. Delivery of the services shall be made by the Vendor in accordance with the service quality specified by APTS in the bid document.
2. Any delay by the vendor in the performance of its obligations under the contract, shall render the vendor liable to the imposition of liquidated damages at a rate as indicated in bid document.

10.5 Liquidated damages

If the Vendor fails to perform any one or all the services within the time period(s) specified in the Contract, the APTS/CEOAP shall, without prejudice to its other remedies under the Contract, deduct from the amount payable to vendor or from performance/implementation guarantee or from both as liquidated damages, a sum equivalent to, as per the terms indicated in the bid document, until actual delivery or performance, subject to maximum limit. Once the maximum is reached, the CEOAP may consider termination of the contract.

10.6 Implementation Guarantee / Performance Security : not applicable

10.7 Termination for Default:

1. GAD, without prejudice to any other remedy available for breach of Contract, may terminate the Agreement in whole or in part, by a 30 days notice in writing to the Facilitator, for any one or all of the following. On such termination, in addition to any other remedy available under the contract, the EMD, Implementation/ performance Security will be liable for forfeiture.
 - a) If the Facilitator fails to maintain the systems to the minimum assurance quality as per the scope of the work or
 - b) If the Facilitator fails to provide all or any of the contracted services as per service standards specified in the Agreement, or
 - c) If the Facilitator fails to perform any other obligation(s) under the Agreement, or
 - d) If the Facilitator, in the judgment of the Dept., or APTS has engaged in corrupt, fraudulent or unethical practices in competing for or in executing the Contract.
2. The APTS/CEOAP shall issue a notice explaining the nature of violations committed by the Facilitator and afford an opportunity to the Facilitator to represent his case, before termination of the agreement.
3. In the event APTS/ CEOAP terminates the Agreement in whole or in part, CEOAP may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Facilitator shall be liable to pay to CEOAP for any excess costs incurred for procuring such similar services. However, the Facilitator shall continue performance of the Agreement to the extent not terminated.

10.8 Termination for Insolvency:

If the Facilitator becomes bankrupt or otherwise insolvent, APTS/GAD, may at any time terminate the Contract by giving written notice of 30 days to the Facilitator. In this event, termination will be without compensation to the Facilitator, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the GAD.

10.9 Termination for Convenience:

APTS/GAD, may, by written notice to the Facilitator, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for its convenience, and the extent to which performance of the Facilitator under the Contract is completed.

In such an event, the APTS/GAD may elect to pay to the Facilitator, a mutually agreed amount for partially completed services, within 30 days from the date of termination of contract.

10.10 Force Majeure:

- a) The Facilitator shall not be liable for forfeiture or levy of 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 Agreement in the result of Force Majeure.
- b) For purposes of this Clause, “Force Majeure” means an unforeseeable event beyond the control of the Facilitator and not involving the Facilitator’s fault or negligence.. Such events shall include, but are not restricted to, acts of the APTS., in its sovereign capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Facilitator shall promptly notify the APTS/GAD in writing of such condition and the cause thereof. Unless otherwise directed by the APTS/GAD in writing, the Facilitator shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performances.

Note: Damage to any system due to Electrical fluctuations will not be covered under this clause.

10.8 Assignment & Sub Contracts:

The Facilitator shall not assign, in whole or in part, its rights and obligations to perform under this Contract to any third party.

10.12 Amendment to the Agreement:

Amendments to the Agreement may be made by mutual agreement by both the parties. No variation in or modification in the terms of Contract shall be made except by written amendment signed by both the parties.

10.9 Applicable Law:

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

10.10 Resolution of Disputes:

- a) APTS/CEOAP and the Facilitator shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Agreement
- b) If, with in thirty (30) days from the commencement of such informal negotiations, parties are unable to resolve dispute amicably, either party may approach for

resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party, or in accordance with the Arbitration and Conciliation Act, 1996

- c) All Arbitration proceedings shall be held within the Jurisdiction of Hyderabad (AP) and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English language.

10.11 Use of Contract Documents and Information:

- a) The Facilitator or its employee shall not without prior written consent from APTS/ CEOAP disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of APTS/ CEOAP to any party during the contract and thereafter. Disclosure of such information to its employee shall be made in confidence and shall extend only so far, as may be necessary for such performance.
- b) The Facilitator shall not without prior written consent of APTS/ CEOAP make use of any document or information made available for the project except for purposes of performing the contract and no more.
- c) All project related documents issued by CEOAP, other than the Agreement itself shall remain the property of CEOAP, and shall be returned (all copies) to CEOAP on completion of the Facilitator's performance under the Agreement, if so required by the CEOAP.

10.12 Governing Language :

All correspondence and documents pertaining to the Agreement that are exchanged by the parties shall be written in English or Telugu language.

10.13 Notices:

- i. Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing or by E-mail, Telegram or facsimile and confirmed in writing to the other party's address.
- ii. A notice shall be effective from the date, when it is delivered or tendered or affixed at a conspicuous place of normal working, whichever is earlier.

10.14 Indemnification :

APTS/ CEOAP will not indemnify for any loss or damages caused to the vendor or it staff in any form during their performance on the project. .

10.15 Taxes and duties:

The vendor shall be entirely responsible for all taxes including service taxes etc., 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.

Special conditions of proposed contract
(SCC)

Bid letter form

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

To:
Andhra Pradesh Technology Services Ltd,
Boorgula Ramakrishna Rao Bhavan, B-block, 4th floor,
Tank bund road, Hyderabad, AP 500 063, India.

Sir,

Having examined the bidding documents, we the undersigned, offer to provide services/execute the works for the following project in response to your tender call dated

.....

Project title:

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an estimated sum of Rs (total bid amount in words and figures) which may vary in accordance with the schedule of prices attached herewith and coverage options made by APTS. or its user organization. If our bid is accepted, we undertake to;

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

Place: Bidder's signature
Date: and seal.

Model Contract form

THIS AGREEMENT made the day of (year). (hereinafter "the USER") of one part and (Name of Vendor) of (City and Country of Vendor) (hereinafter "the Vendor") of the other part:

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

Date of tender call:

Title of the project:

Brief outline of the work:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz..

- a. Contract with annexures
- b. Notification of award.
- c. clarification on bid document issued if any,
- d. Bid submitted by successful bidder
- e. pre - bid conference minutes if any,
- f. bid documents

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

The USER hereby covenants to pay the Vendor in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

Brief particulars of the goods and services which shall be supplied / provided by the Vendor are given in Annexure.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year above written.

Signed, and delivered by
for the Vendor.

Signed, and delivered by

Vendor's common seal:

For

Place

Place:

Date:

Date:

In the presence of:.....

Form P-1

Bidder Information

1. Name of the organization :
2. Year of establishment :
3. Office Address :
4. Phone No. :
5. Fax No. :
6. Email :
7. Contact person details:
8. Details of EMD furnished
9. Details of certificates (if any) enclosed.

Form P -2

Turn over details of bidder or Prime bidder in case of consortium in the business of Video recording or ISP tele-communications, Networking or Webhosting in the last 3 years 2008-09, 2009-10 and 2010-11 with a turnover of atleast Rs.500.00 lakhs in any one of the financial year.

Sl. No.	Description	Financial Year	Amount (Rs in Lakhs)
		2008- 09	
		2009-10	
		2010-11	

Note-Copy of the audited balance sheet or chartered accountant certificate should be enclosed

Form P -3

The bidder or any one of the consortium members (in case) should have executed minimum one project with live recording and Webcasting with 50 cameras and project cost of Rs.5.00 lakhs in any one of last 3 years 2008-09, 2009-10 and 2010-11

Sl. No.	Description	Financial Year	Amount (Rs in Lakhs)
		2008- 09	
		2009-10	
		2010-11	

Note-Satisfactory completion certificate from the client(s) for 50 cameras project should be enclosed

Form T -1

Sl. No.	Item	Specification Required	Specification of proposed item	Specification Higher/Lower

Form T -2

Sl. No.	Item	Remarks
1	Network details	
2	Bandwidth details	
3	Webhosting details	
4	Other Misc.	

Form T -3

Compliance/agreed/enclosed/ deviation statement.

The following are the particulars of compliance/deviations from the requirements of the tender specifications.(For every item appropriate remarks should be made like Complied, No deviation, Agreed, Enclosed)

Bid document reference	Remarks
1. Form P-1	
2. Form P-2	
3. Form P-3	
4. Form T-1	
5. Form T-2	
6. Form T-3	
7. Form F-1	
8. Pre-qualification criterion	
9. Technical specifications	
10. Financial bid format	
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.

Place:

Bidder's signature

Date :

Bidder's seal

Form F – 1

Items required per location

S.No	Item	Unit prices incl. all taxes (Rs.)	Qty (Nos.)	Total value incl. all taxes (Rs.)
1	2	3	4	5
1	Cost for one Poling station including connectivity to the Webserver (Details ref. 2.1, Pg.5)		300	
2	Cost for one Counting centre including connectivity to the Webserver (Details ref. 2.2, Pg.6)		7	
3	Cost for Website hosting, Webcasting, for storing data (details ref. 2.3, Pg.6)		1	
4	Grand Total (1+2+3)			

Grand Total Price incl. taxes (In words : Rs. _____)

_____)

)

Place:

Date:

Signature of the Bidder with seal

End of Document