
Request for Proposal For

**“Establishment of State PM Gati Shakti Data
Centre”**

(The quotes have to be submitted on or before 14.9.2023 upto 16.30 Hrs.)

Tender Document No: -SRSAC/684/2022-23 Dated 29.8.2023

Arunachal Pradesh Space Application Centre
Department of Science and Technology
Government of Arunachal Pradesh
Room 106, Block-1, A. P. Civil Secretariat
Itanagar-791111, Arunachal Pradesh

Disclaimer:

Arunachal Pradesh Space Application Centre (APSAC) reserves the right to reject any or all of the proposals submitted in response to this RFP Document at any stage without assigning any reasons whatsoever. APSAC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Document response. Prospective bidders (firms) are requested to visit the website frequently to keep them abreast with the latest developments on this RFP.

Neither APSAC nor its employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Assignment, the information and any other information supplied by or on behalf of APSAC or their employees and firm/consortium or otherwise arising in any way from the selection process for the Assignment.

Schedule of Events

Sl.No	Information	Dates & Details
1	Notifying the document in National/Local Newspaper & APSAC Website	Within 30.8.2023
2	Earnest Money Deposit (EMD)	EMD, only in the form of a Bank Draft, of any Nationalized Bank, for Rs.7,43,860 (Rupees Seven Lakh Forty-Three Thousand Eight Hundred Sixty) for the Bid of Establishment of State PM Gati Shakti Data Centre in favor of Director, Arunachal Pradesh Space Application Centre, Itanagar, Arunachal Pradesh, valid for 180 days from the date of opening of the technical bid.
3	Address for Submission of Bid	To The Director Arunachal Pradesh Space Application Centre, Government of Arunachal Pradesh, Room 106, 1 st Floor, Block 1, Civil Secretariat, Itanagar-791111, Arunachal Pradesh
4	Last date of receipt of Bids	14.9.2023 upto 16.30 Hrs.
5	Opening of General & Technical Bids, Financial Bids & Declaration of Bidding Results	18.9.2023, 11.30 Hrs. onwards

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SECTION 1

INTRODUCTION

Under PM Gati Shakti National Master Plan Programme of the Department for Promotion of Industry and Internal Trade (DPIIT) under the Ministry of Commerce and Industry, Government of India, the Arunachal Pradesh Space Application Centre (APSAC)-an autonomous body under the Department of Science & Technology, Government of Arunachal Pradesh-intends to Establish a Data Centre to support the Technical Support Unit, Network Planning Group, and the Empowered Group of Secretaries of the PM Gati Shakti State Master Plan for the task of Area approach Planning pertaining to Physical & Social Infrastructure of the State of Arunachal Pradesh. APSAC releases this request to solicit proposals from firms/organizations/companies.

The Arunachal Pradesh Space Application Centre (APSAC) now invites sealed proposals (technical and financial) for the Establishment of PM Gati Shakti Data Centre.

In support of the above requirement, the bidder is primarily expected to procure, customize, install, demonstrate, and operationalize relevant hardware, and software in the PM Gati Shakti Data Centre.

The core staff of APSAC and the members of the Technical Support Unit from various State Government Departments should be trained on the functioning and operation of the equipment and provision of services. After the completion of the project, it should be possible for the core staff to maintain the system on their own with minimal support from the bidder as per the terms and conditions of one year warranty and maintenance agreement. More details on the services are provided in the attached Terms

of Reference.

A firm will be selected under Quality and Cost Based Selection subject to fulfillment of all the requirements and procedures described in this RFP.

The RFP includes the following documents:

Section 1 - Introduction

Section 2 - Information to Bidders

Section 3- Data Sheet

Section 4- Terms of Reference

Section 5- Technical Specifications

Section 6- Technical Proposal-Standard Forms

Section 7- Financial Proposal-Standard Forms

Section 8- Standard Forms of Contract including Terms of Payment.

For more details on the services required refer to the attached terms of reference. Kindly respond to the RFP as per the directions and formats provided in the RFP.

SECTION 2

INFORMATION TO BIDDERS

1.0 DEFINITIONS

APSAC means the Arunachal Pradesh Space Application Centre, which has invited the bids for services, and with which the selected BIDDER signs the Contract for the Services and to which the selected BIDDER shall provide services as per the terms and conditions and Terms of Reference (ToR) of the contractor any other institution/bodies/department as assigned by the APSAC.

BIDDER means any Company/firm/proprietor continuously engaged in the field of Geospatial Technologies/Information Technology which submits its proposals that may provide or provides the Services to the APSAC under the Contract.

Contract means the Contract signed by the parties and all the attached documents listed in its RFP and appendices.

Project-specific information means such part of the Instructions to BIDDER used to reflect specific project and assignment conditions.

Day means calendar day.

Government means the Government of Arunachal Pradesh

Proposal means the technical proposal and the financial proposal.

RFP means the Request for Proposal prepared by the APSAC for the selection of the Bidder.

Assignment/job means the work to be performed by the BIDDER pursuant to the Contract

Terms of Reference (ToR) means the document included in the RFP which explains the objectives, scope of work, methodology, activity schedule, tasks to be performed, respective responsibilities of the APSAC and the BIDDER, and expected results and deliverables of the assignment/job, etc.

AMC means Annual Maintenance Contract.

SC Service contract

EMD Earnest Money Deposit

2. BID DOCUMENT

2.1 Acquisition of Bid Document

The complete bid document shall be available at the official website of APSAC (<http://srsac.arunachal.gov.in>) In case of any clarification with regard to the bid document, the Bidder may get in touch with the contact person as mentioned in the datasheet (Section 2 para 24). However, the bidders are encouraged to undertake a preliminary study of the project, at their own cost before they submit their bids.

2.2 Detailed scope of the work/has been described in the Terms of Reference in section 4.

2.3 The date, time, and address for submission of the proposals have been given in the datasheet (Section 2 Para 24).

2.4 The bidders are invited to submit a technical proposal and a financial proposal, as specified in the datasheet (Section 2 Para 24) for system integrating services required for the assignment named in the datasheet (Section 2 Para 24).The proposal will be the basis for Contract negotiations and ultimately for the assigned Contract with the selected BIDDER.

2.5 The Employer named in the data sheet (Section 2 Para 24) will select BIDDER in accordance with the method of selection specified in section 2 Para 15.

2.6 The date, time, and address for submission of the proposals have been given in the datasheet (Section 2 Para24).

2.7 BIDDER(s) should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain any more information on the assignment and local conditions, BIDDER(s) are encouraged to visit the APSAC before submitting a proposal.

2.8 APSAC will timely provide, at no cost, to the BIDDER(s) the inputs and facilities specified in the data sheet (Section 2 Para 24) and assist them in carrying out the services, and make available relevant support, data and reports.

2.9 The BIDDER(s) shall bear all the costs associated with their visit to the employer, preparation and submission of their proposals and contract negotiation.

The APSAC is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without here by incurring any liability to the BIDDER(s).

2.10 APSAC requires that all BIDDER(s) participating in consulting assignments adhere to the highest ethical standards, both, during the selection process and throughout the execution of the Contract. In pursuance of this policy, APSAC,

(a) Defines for the purpose of this paragraph, the terms set for below as follows:

(i) Corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of an APSAC official in the selection process or in Contract execution.

(ii) Fraudulent practice means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract.

(iii) Collusive practices means a scheme or arrangement between two or more BIDDER(s) with or without the knowledge of the APSAC designed to establish financial benefit at artificial, non-competitive levels;

(iv) Coercive practices means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement processor affect the execution of a Contract.

(b) Will reject a proposal for award if it determines that the BIDDER recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in executing the Contract in question;

(c) Will impose sanction on a BIDDER, including declaring the BIDDER ineligible, either in definitely or for a stated period of time, to be awarded by APSAC if at any time determines that the BIDDER has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, APSAC Contract; and

(d) Will have the right to require that, in Contracts of APSAC, a provision be included, requiring BIDDER(s) to permit the APSAC to inspect their accounts and records and other documents relating to the submission of proposals and Contract

performance.

2.11 No BIDDER, its associate(s) shall be under a declaration of ineligibility for corrupt and fraudulent practices issued by the APSAC in accordance with the above Para.

2.12 Goods supplied and consulting services provided under the Contract may originate from any country except if:

- (i) As a matter of law or official regulation, the beneficiary's country prohibits Commercial relations with that country; or
- (ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the beneficiary's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.

2.13 Project Management: The BIDDER is requested to provide a project management plan considering the following:

- i. The BIDDER should follow industry standard practices for project management.
- ii. Hardware, Software installed shall be original products of International standards. The latest version of software should be installed.
- iii. The BIDDER shall also constitute a project team on time and as per the schedule agreed upon. All activities necessary for the project will be initiated and planned well in advance by the BIDDER in consultation with APSAC.
- iv. All products should be quality checked by the BIDDER at his own site before deploying at the APSAC.

2.14 The Employer named in the datasheet (Section 2 Para 24) will select BIDDER in accordance with theme shown for selection specified in the datasheet.

3.0 ELIGIBILITY OF ASSOCIATION OF BIDDER

1. A bidding firm may be a corporation/company or consortium of companies/corporations. Consortium shall mean more than one company with complementing skills joining together to undertake the scope of the work defined in this RFP. Maximum 3(three)companies/firms.

2. In case of consortium applicant, consortia shall submit a valid memorandum of

association (MOU) agreement among the members signed by the authorized signatories of the companies dated prior to the submission of the bid.

3. If the BIDDER had formed an association, each member of the association shall be evaluated as per the qualification/eligibility criteria set for in datasheet (Section 2 Para 24). The combined score of each member of the association of BIDDER shall be taken into account for evaluation purpose.

4. The MOU shall specify the prime bidder, stake of each member and outline the roles and responsibilities of each member. The MOU shall be exclusively for this project and should confirm that each member of the consortium is liable jointly and severally for execution of the contract.

5. In the event of consortium, one of the partners shall be designated as "Prime/Main Bidder". The bidder shall be an Information Technology Company/ IT System integrator. Each member of the consortium shall be equally responsible jointly and severally for execution of the contract.

6. In consortium, all the members are equally responsible, to complete the project. However, Prime/Main bidder shall give an undertaking for successful completion of the project. In case of any issues, the bidder would be responsible for all the penalties.

7. A bidding company/ consortium cannot be part of more than one consortium. Any member of consortium cannot bid separately as a sole bidder. The bidder (all consortium partners) must have company registration certificate, TL, valid GST certificate, and Income Tax return with Audit report from CA. Bidder shall provide an attested copy of all the above certificates along with this document.

4.0 CLARIFICATION OF RFP DOCUMENTS

BIDDER(s) may request clarification of any aspect of the RFP documents up to the number of days indicated in the datasheet (Section 2 Para 24) before the proposal submission date. Any request for clarification must be sent in writing or by standard electronic means to the APSAC, address indicated in the data sheet (Section 2 Para 24).

5.0. CONFLICT OF INTEREST

5.1 The Employer requires that BIDDER should provide professional and impartial advice and at all times, hold the Employer's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Bidder, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i) **Conflicting assignment/job:** A BIDDER (including its Personnel and collaborators) or any of its affiliates shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of the BIDDER to be executed for the same or for another Employer. For example, a BIDDER hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a BIDDER assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of, such assets.

(ii) **Conflicting relationships:** A BIDDER (including its Personnel and collaborators) that has a business relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be

made as per the standard forms of the technical proposal provided herewith. If the BIDDER fails to disclose said situations and if the employer comes to know about any such situation at any time, it may lead to the disqualification of the BIDDER during bidding process or the termination of its Contract during the execution of assignment.

6.0 UNFAIR ADVANTAGE

If a BIDDER could derive a competitive advantage from having provided consulting assignment/job related to the assignment/job in question and which is not defined as a conflict of interest as per Para 5 above, the Employer shall make available to all BIDDER together with this RFP all information that would in that respect give such BIDDER any competitive advantage over competing BIDDER.

7.0 PROPOSAL

Only one proposal should be submitted by a BIDDER. If a BIDDER submits or participates in more than one proposal, such proposals shall be disqualified.

8.0 PROPOSAL VALIDITY

The data sheet (Section 2 Para 24) indicates how long the proposals must remain valid after the submission date. During this period, BIDDER shall maintain the availability of professional staff nominated in the proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, the Employer may request BIDDER to extend the validity period of their proposals. BIDDER who agrees to such extension shall confirm that they maintain the availability of the professional staff nominated in the proposal and that their financial proposal remains unchanged, or in their confirmation of the extension of validity of the proposal, BIDDER could submit new staff in replacement, which would be considered in the final evaluation for contract award. BIDDER who does not agree has the right to refuse to extend the validity of their proposals.

9. PREPARATION OF PROPOSAL

9.1 The proposal as well as all related correspondence exchanged by the BIDDER and the Employer shall be written in English language.

9.2 In preparing their technical proposal, the BIDDER(s) are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in the rejection of proposal.

9.3 While preparing the technical proposal, BIDDER(s) must give particular attention to the following:

(a) If the BIDDER considers that it may enhance its expertise for the assignment by associating with other BIDDER(s) in a joint venture or sub-consultancy, it may associate with other BIDDER(s). The shortlisted BIDDER shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the partner in charge of the joint venture.

(b) The estimated number of professional staff-months for executing the assignment shall be shown in the data sheet (Section 2 Para 24). However, the proposal shall be based on the number of professional staff-months or budget estimated by the BIDDER(s).

(c) Alternative professional staff shall not be proposed and only one curriculum vitae (CV) may be submitted for each position.

(d) Documents to be submitted by the BIDDER(s) as part of this assignment must be in English.

9.4 Technical Proposal Format and Content:

BIDDER(s) are required to submit a full technical proposal. The datasheet (Section 2 Para24) indicates the format of the technical proposal to be submitted. Submission of the wrong type of technical proposal will result in the proposal being deemed on-responsive. The technical proposal shall provide the following information indicated In the following Para from (1) to (3) using the attached standard forms (section 3).

1. Description of the BIDDER(s)' organization and an outline of recent

experience of the BIDDER(s) and, in the case of a joint venture, for each partner, on assignments of a similar nature are required. For each assignment, the outline should indicate the names of professional staff who participated, the duration of the assignment, the contract amount, and BIDDER's involvement. Information should be provided only for those assignments for which the BIDDER was legally contracted by the Employer or as one of the major BIDDER(s) within a joint venture. Assignments completed by individual professional staff working privately or through other consulting BIDDER(s) cannot be claimed as the experience of the BIDDER, or that of the BIDDER's associates, but can be claimed by the professional staff themselves in their CVs. BIDDER(s) should be prepared to substantiate the claimed experience if so requested by the APSAC.

2. The proposal should clearly give proof of the local office/tie-up of the BIDDER in Itanagar or in the absence of its local office/Service Centre in Itanagar, or its should give proof of its local competent collaborator in Itanagar or shall submit a letter for establishing an office at Itanagar within one month from being selected.

3. The RFP should provide the specifications of the Hardware and software to be installed.

9.5 Financial Proposal

The financial proposal shall be prepared using the attached standard forms (Section3). It shall list all costs associated with the assignment. If appropriate, these costs should be broken-down by activity and, local expenditures. Activities and items described in the technical proposal but not financial separately in the summary of costs, shall be assumed to be included in the financial or other activities of items.

10. TAXES

The BIDDER may be subject to local taxes (such as: GST, TDS, income taxes, fees, levies as proposed by the Govt. of A.P.) on amounts payable by the APSAC under the Contract. The financial proposal should include the statutory taxes and the final figure shall be all-inclusive.

11. CURRENCY

BIDDER shall express the financial of their assignment/job in India Rupees only (INR).Financials/quotations in currencies other than INR shall be summarily rejected.

12. SUBMISSION AND RECEIPT OF PROPOSALS

Only one proposal should be submitted by a BIDDER. If a BIDDER submits or participates in more than one proposal, such proposals shall be disqualified.

- i) The original proposal (technical and financial) shall contain no interlineations or overwriting. Submission letters for both technical and financial proposals should respectively be in the format of Section3.
- ii) An authorized representative of the BIDDER(s) shall sign all pages of the original technical and financial proposals. The authorization shall be in the form of a written Power of Attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed technical and financial proposals shall be marked ORIGINAL or COPY as appropriate.
- iii) The technical proposals shall be sent to the addresses referred to in the datasheet and in the number of copies indicated in the datasheet (Section 2 para24).All required copies of the technical proposal are to be made from the original. If there are discrepancies between the original and the copies of the technical proposal, the original governs.
- iv) APSAC shall not be responsible for any postal delays in receipt of the RFP document. Documents received through FAX and e-mail etc. shall not be accepted or considered for the RFP.
- v) The original and all copies of the technical and financial proposal shall be placed in a sealed envelope clearly marked **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** respectively shall be placed, along with a sealed envelope containing EMD of Rs. 7,43,860 (Rupees Seven Lakh Forty-Three Thousand Eight Hundred Sixty) in the form of Demand Draft favoring **Director, Arunachal Pradesh Space Application Centre, Itanagar, payable at Itanagar , Arunachal Pradesh** in a sealed envelope with the number of the tender document and name of the assignment marked. The envelopes

containing the technical, financial proposal, EMD shall be placed into an outer envelope and sealed and addressed to the **Director, Arunachal Pradesh Space Application Centre, Government of Arunachal Pradesh, Room 106, 1st Floor, Block 1, Civil Secretariat, Itanagar - 791111, Arunachal Pradesh (India)** and the wrapper clearly be marked with the subject **“PROPOSAL FOR ESTABLISHMENT OF PM GATISHAKTI DATA CENTRE**. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked **DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE OFFICIAL APPOINTED**. APSAC shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated.

- i) This circumstance may be a cause for rejection of the proposal. If the financial proposal is not submitted in separate sealed envelopes duly marked as indicated above, will constitute grounds for declaring the proposal non-responsive.
- ii) An Earnest Money Deposit (EMD) of Rs. 7,43,860 (Rupees Seven Lakh Forty-Three Thousand Eight Hundred Sixty) only in the form of DD drawn in favour of the **Director, Arunachal Pradesh Space Application Centre, Itanagar** payable at Itanagar, Arunachal Pradesh must be submitted along with the Proposal. Proposals not accompanied by EMD shall be rejected as non-responsive. No interest shall be payable by the APSAC for the sum deposited as Earnest Money Deposit. The EMD of the unsuccessful bidder would be returned back Within one month or signing of the contract with successful BIDDERS, whichever is later.
- iii) The proposals must be sent to the address/addresses indicated in datasheet and received by the APSAC no later than the time and the date indicated in the datasheet (Section 2 para 24). Any proposal received by the APSAC after the deadline for submission will be returned unopened.

13. ELIGIBILITY CRITERIA

The BIDDERS should have the capability to implement projects/assignments in terms of industry experience, requisite manpower of required qualification and experience, project management skills and quality /level of work. The BIDDERS should have a reasonable long-standing current operational agreement with the supplier still the completion of the project as well as active and passive component manufacturers, which they are proposing.

Sl. No	Eligibility Criteria to Participate	Documents required to be attached
1	The bidder /Consortium partner should be at least ISO 9001:2015, 27001:2013 or above certified Company for IT/ICT/Software Development/ GIS related activities	Copy of the valid relevant Certificate
2	The Organization should be registered under Indian Companies Registration Act, 1956	Company Registration Certificate
3	At least 2 Projects are done in North-East region	Work order should be attached
4	The bidder should have NSIC Certified Company	Relevant document should be attached
5	The bidder should not have been blacklisted / debarred/termination of contract except for reasons of convenience of client by any Government / Government Board / Corporation I Company/ Statutory Body / PSU company/ Non-Government/ Government of any sovereign countries /private Agencies and Multi-Lateral Funding Agencies	Self-declaration signed by the signatory certificate authorized
6	Company should be registered for GST as applicable.	Copy of provident fund registration certificate Copy of latest Provident fund return document
7	The bidder should have a valid PAN number as on last date of submission.	Copy of PAN registration certificate signed by bidder's authorized signatory
8	The bidder should have valid ESI registration certificate or Employee Group insurance Certificate as applicable.	Copy of valid ESI Registration or valid employee group insurance.
9	Last 3 year's turnover details	Turnover details and CA Certificate required

14. BIDDER's GENERAL QUALIFICATIONS

Firm/Company/ concern who has been banned by the Central/State Government Departments/DGS&D to do business with government departments will be ineligible to participate. The BIDDER must fulfill the following eligibility conditions and furnish evidence of each:

- i. The bidding firm/company must be a registered company under Indian Companies Act,1956/Registrar of firms or Companies under Indian Partnership Act and must be Capable of providing turnkey solutions (provide documentary proof).
- ii. The BIDDER must have adequate experience in designing, developing and implementing projects in the field of IT, establishment of Data centers/ Remote Sensing & GIS application in India and or overseas.
- iii. BIDDER should have at least 10 permanent Technical Skilled Persons working for GIS/RS activities. Of which, minimum of 03 staff should be involved in the development of Establishment of data centers. Necessary proof should be attached.
- iv. BIDDER should have completed at least one Establishment of data centers project for any government or semi-government organization at the national or state level.
- v. BIDDER is required to submit attested copies of work orders and preferably successful completion certificates of each such project from the client with the bid.
- vi. The design/solution provided by the BIDDER for the assignment/project must be in accordance with the policies/regulations applicable to such networks as laid by the Government of India/Govt. of Arunachal Pradesh.
- vii. Proof of execution of supplies/works of similar nature executed by a company to Government Departments, Public or Private sector Undertakings (certificate of completion of projects from the clients should be provided as proof).
- viii. In the case of proprietary companies, the company should have a registered corporate or authorized distributor office in India.
- ix. The bidding firm/company must be a registered company under Indian Companies Act,1956/Registrar of firms or Companies registered under the Indian Partnership Act.
- x. The BIDDER having ISO 9001:2015,27001:2013 or above certified companies shall be preferred.

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- xi. The BIDDER must be a reputed company in the field of Information Technology or Geospatial Technologies with a comprehensive experience in the development & customization of Data Centre, and GIS application software and must have an experience of the execution of the project.
 - xii. The turnover of the bidding firm may preferably be minimum Rs. 5 crores (Rupees Five crores only) in the last three financial years with a consolidated turnover of Rs. 3 crores (Rupees Three crores only) on an average for the last three years Geospatial system integration (GIS related HW& SW sales & Services).The bidders should separately furnish details for each of these activities, i.e., services and product sales. The bidders having more turnovers under services category will be preferred. This must be the bidding company's turnover and not that of any group of companies.
 - xiii. The bidding firm must submit audited balance sheets of the last three financial years with the bid.
 - xiv. Necessary certificate from the Qualified Chartered accountant / Auditor should be submitted.
 - xv. Proposals without documentary evidence (duly attested, wherever necessary) in support of the above eligibility criteria wherever necessary will be summarily rejected.

15. PROPOSAL EVALUATION

15.1 The BIDDER(s) must bid for the total solution and part bids are not allowed. Detailed technical evaluation will be carried out first by a scrutiny of the bids. All offers which do not contain specified documents as specified in the data sheet (Section 2 Para 24) will be summarily rejected and no further evaluation will be carried out. Offers not conforming to OGC standards will be summarily rejected.

15.2 The employer would constitute an Evaluation Committee (EC) comprising of Members having technical & financial expertise from the State & Central Government organization to carry out the entire evaluation process. EC after evaluation of the technical proposals/bids will open & evaluate the financial Proposals/bids of only the bidders qualified in the technical Proposals/bids.

15.3 BIDDER(s) shall specify in detail their qualification and experiences in similar projects in India or abroad involving the development of geo-portal(s)

and clearinghouse(s). They will be evaluated based on successful experience in delivering such products as per specifications in time.

15.4 The selection of the successful BIDDER will be made by consensus of the evaluation committee. If feel so, the Evaluation Committee may visit the premises of the Bidders for confirmation of the facilities claimed in the proposal. The step-wise procedure for the evaluation of the bid is follows:

- a) Publication of RFP.
- b) Opening of technical bids and marking to be done.
- c) The bidders who obtain 75 marks and above are to be treated as qualified for Financial Bid. From the time the proposals are opened till the time the contract is awarded, the BIDDER should not contact the Employer on any matter related to its technical and/or financial proposal. Any effort by BIDDER to influence the Employer in examination, evaluation, ranking of proposals and recommendation for award of contract may result in rejection of the BIDDER's proposal.

15.5 Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The Evaluation Committee shall evaluate the technical proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria, sub criteria, and point system specified in para 15.7 of this section. Only responsive proposals shall be further taken up for financial evaluation. A proposal shall be rejected at this stage if it does not respond to the aspects of the RFP, and particularly the terms of reference or if it fails to achieve the minimum technical score indicated in the para 15.7.

15.6 After short-listing the firms based on the responsiveness of the proposal with respect to the RFP and ToR. BIDDER(s) whose bids satisfy the laid down eligibility criterion and whose solutions appear to be technically acceptable, may then be asked to make a detailed presentation on the complete working solution to the evaluation committee if the Evaluation Committee deems it necessary.

15.7 Criteria, sub-criteria and point system for evaluation to be followed under this procedure are as under:-

S. No.	Criteria & Sub-criteria for evaluation		Maximum Score
1	Technical capability of the BIDDER (55 Marks)		
	1.1	Experience in Designing and Developing of Enterprise GIS application system and Data Centre	15
	1.2	Experience in providing service & Training in GIS & Remote sensing software for Data Generation	15
	1.3	Experience in Developing, Customization& Commissioning of Data Infrastructures	10
	1.4	Work experience of 3 web GIS and infrastructure projects in NE Regions, preferably in Arunachal Pradesh	15
2.	Work plan (15 Marks)		
	2.1	Comprehensive inclusion of the work items of the ToR in the proposed work plan	5
	2.2	Timeline in completing each item in the work plan	5
	2.3	Proposed Architecture of the data center	5
3.	Certification of Bidder (10 Marks)		
	3.1	ISO Certificate 9001:2015, 27001:2013	5
	3.2	NSIC certification& MSME certificate	5
4.	Maintenance schedule (20 Marks)		
	4.1	Proof of satisfactory service and robust maintenance support provided to previous clients (Govt. Departments), during warranty period where the BIDDER may have successfully established minimum 2 web GIS projects and Data Centre project. (Service Satisfaction Certificate to be furnished)	10
	4.2	Proof of Local support office/Service Centre in Itanagar / local technical collaborator to provide technical support/ service during and after the accomplishment of the project at least during warranty period.	10
		Total Maximum score	100

15.8 Evaluation of Financial proposals:

The bidders should ensure that there are no arithmetic errors or over-writings in the financial proposals as otherwise the proposal shall be liable for rejection.

15.9 Short listing Bidders:

The bidder who obtains 75 marks and above are to be treated as qualified for Financial Bid. Financial bids of only such qualified BIDDER(s) will be opened.

15.10 Evaluation Process:

The financial bids shall be opened only for the Technically Qualified bidders. The authorized representatives of the Technically Qualified bidders may be present during the financial bid opening process. The financial bids shall be scrutinized for their conformity to the specified formats and signatures. The financial bids not in specified format and/or not with signature of the authorized representatives shall be summarily rejected. The evaluation of the financial bids will be based on the combined Quality and Cost Based Selection (QCBS) Method. Scrutiny and evaluation of the financial bids shall be conducted as follows.

In the event of difference in figures and words in the financial bid, the financial words shall be considered valid and binding.

Scores of the financial bid evaluation would be weighed on a scale of 20. The Bidder with the lowest Financial Quote shall be awarded 100 marks. The marks obtained by the bidders in the financial bid evaluation shall be considered as Financial Score (FS). The financial bid Score of the other Technically Qualified bidders shall be computed as per the following formula. $FS = 100 \times (P_{min}/P_b)$

Where, FS = Financial Bid Score for the bidder under consideration
P_{min} = minimum financial quoted by any bidder
P_b = financial quoted by the bidder under consideration.

The Technical Score (TS) and the Financial Bid Score (FS) secured by each bidder shall be subjected to the Technical Weightage WT = 0.80 (the weight given to the technical bid); W_p = 0.20 (the weight given to the financial bid). The combined score (S) for the bidder shall be computed as per the following formula.

$$S = (TS \times 0.8) + (FS \times 0.2)$$

The bidder securing the highest combined score (S) shall be considered as the successful bidder and considered for award of the contract.

Scrutiny and evaluation of Financial Bids shall be conducted based only on the following criteria:

- The Estimated Cost of this Work with Tax=**Rs. 371.93 lakhs (Three Crore Seventy One Lakhs and Ninety Three Thousand) only**
- Only the Total Quoted financial in the bid inclusive of taxes, submitted by the bidders will be considered for evaluation.
- Abnormally low quotes below the estimated cost shall be treated as unviable from quality and feasibility considerations and shall be summarily rejected.

15.11 Negotiations

The BIDDER who is recommended for award of the contract will be called for both technical and financial negotiations, the details of which are outlined below:

Negotiations will be held at the date and address indicated in the data sheet (Section 2 Para24). Representatives conducting negotiations on behalf of the BIDDER must have written authority to negotiate and conclude a contract.

15.11.1 Technical negotiations: Negotiations will include a discussion of the technical proposal, the proposed technical approach, work plan, and organization and staffing, and any suggestions made by the BIDDER to improve the terms of reference. The APSAC and the BIDDER(s) will finalize the ToR, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as description of services. Special attention will be paid to clearly defining the inputs and facilities required from the APSAC to ensure satisfactory implementation of the assignment.

The APSAC shall prepare minutes of negotiations which will be signed by the representatives of both APSAC and BIDDER.

15.11.2 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in increase in the financial originally quoted by the BIDDER.

If applicable, it is the responsibility of the BIDDER, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the BIDDER under the contract. The financial negotiations will include a clarification (if any) of the Bidder's tax liability, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services.

15.11.3 Availability of professional staff/experts: Having selected the BIDDER on the basis of, among other things, an evaluation of proposed professional staff, the APSAC expects to negotiate a contract on the basis of the professional staff named in the proposal. Before Contract negotiations, the APSAC will require assurances that the professional staff will be actually available. The APSAC will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical in capacity. If this is not the case and if it is established that professional staff were offered in the proposal without considering their availability, the BIDDER maybe disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the BIDDER within the period of time specified in the letter of invitation to negotiate.

15.11.4 Award of contract and commencement of work

After completing the negotiation, the APSAC shall issue a Letter of Acceptance/Intent, notifying the award of contract to the selected BIDDER, and promptly notify all other BIDDER(s) who have submitted proposals about the final decision. After the Contract signature, the APSAC shall return the unopened financial proposals to the unsuccessful BIDDER(s). After fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-7, the BIDDER will sign a contract on a stamp paper worth 100/- within 15 days of issuance of the letter of acceptance. The project completion period is with respect to the date of signing of the contract.

15.11.5 Security Deposit: Within 15 days after receipt of the Letter of Acceptance/Intent, the successful BIDDER will have to furnish along with the agreement a security deposit @ 5% of the value of the Contract, inclusive of EMD in the form of a Demand Draft from any Nationalized Bank drawn in favour of Director, Arunachal Pradesh Space Application Centre, Govt. of Arunachal Pradesh valid for 6 months from the date of letter of intent with a provision of its further extension/ revalidation up to the period of warranty of the total solution whichever is later. The BIDDER is expected to commence and complete the assignment/job at the location specified in the datasheet (Section 2 Para 24) within 24 weeks after signing the contract.

16. PAYMENTS FOR THE SERVICES

For making any payment, the BIDDER has to submit an invoice to the Employer specifying the amount due. The Employer on receipt of invoice would make all payments to the BIDDER within 45 (Forty- Five) days from the date of receipt in the office of the APSAC. No payment will be released without submission of the necessary Security deposit for the entire project.

The security deposit will be released after the final deployment and successful tests. The payment will be based on the delivery milestones. On successful completion of the milestone the vendor shall submit the deliverables to APSAC for verification. APSAC shall verify the deliverables submitted by the bidder within 7 days of receipt of the same and shall issue acceptance by the competent authority. On successful acceptance of the deliverables, the vendor shall raise invoice to APSAC along with copy of the acceptance letter of the deliverables issued by APSAC. APSAC shall release the payment as per the payment schedule as early as possible from the date of receipt of the invoice. The payment schedule based on progressive/milestones is described in the following table.

Payment schedule for Establishment of PM GatiShakti Data Centre:

Sl.No.	Milestone	Payment
1.	Mobilization amount against submission in the form of DD for 5% of the total cost.	10% of total cost
2	Software Requirement Specification (SRS) Approval	20% of total cost
3	Supply of Hardware & Software, Creation of centralized database, publishing data, total system integration, final deployment and operationalization of the entire system.	30% of total cost
4	Development of applications/customization Training of PM GatiShakti project staff & Members of Technical Support Unit.	20% of total cost
5	Successful User Acceptance Test	10% of total cost
6	Commissioning of the Data Centre	10% of total cost

17. SUB-CONTRACTING OF THE PROJECT & CHANGE IN COMPANY STRUCTURE

Sub-contracting of the project shall not be allowed. Further, the BIDDER will be solely responsible for the whole project and all of the conditions as laid under this RFP. The Membership/Board structure of the BIDDER, if changed after the BIDDER is selected, the BIDDER shall accordingly inform the APSAC of such changes and amend the contract wherever applicable or deemed fit.

18. CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning award shall not be disclosed to the BIDDER who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any BIDDER of confidential information related to the process may result in the rejection of its proposal and may be subject to the

provisions of the Employer's antifraud and corruption policy.

19. COMMUNICATION

The BIDDER should make sure that the solution proposed and the software applications developed as part of this proposal will interact seamlessly with the communication facilities already being set up or planned to be set up. Dedicated Broadband Internet Facility is required at the location.

20. LOCATION OF SPACE FOR EQUIPMENT AND INSTALLATION

The BIDDER shall visit the site before participating in the bid as the PM Gati Shakti Data Centre shall have to be developed and operationalized in the space provided in the existing Monitoring building of the Planning Department, A.P. Civil Secretariat, Government of Arunachal Pradesh.

21. WARRANTY AND MAINTENANCE

The BIDDER should provide warranty for the entire system, after the system is commissioned and declared operational. The BIDDER is required to provide direct warranty for the Hardware/software of the project and Performance Warranty of 1 (One) year for the entire system.

22. CLARIFICATIONS

All information pertaining to the BIDDER's technical approach to completing this project, as well as the proposed financial, time schedule and deliverables shall be included in the proposal.

23. FEE & TIME SCHEDULE:

Sl.No	Information	Dates & Details
1	Notifying the document on APSAC Website and newspaper	30.8.2023
2	Earnest Money Deposit(EMD)	EMD, only in the form of a Demand Draft, of any Nationalized Bank, for Rs. 7,43,860 (Rupees Seven Lakh Forty-Three Thousand Eight Hundred Sixty only), for the Bid of "Establishment of PM Gati Shakti Data Centre" in favour of Director, Arunachal Pradesh Space Application Centre, Itanagar valid for 180 days from the date of opening of the technical bid.
3	Address for Submission of Bid	The Director, Arunachal Pradesh Space Application Centre, Government of Arunachal Pradesh, Room 106, 1st Floor, Block 1,Civil Secretariat, Itanagar - 791111, Arunachal Pradesh (India)
4	Last Date of Receipt of RFP Queries.	7.9.2023 upto 16.30 Hrs.
5	Last date of receipt of Bids	14.9.2023 upto 16.30 Hrs.
6	Opening of General & Technical Bids, Financial Bids, Declaration of Bidding Results	18.9.2023 11.30 Hrs. onwards
7	Final selection of BIDDER	To be notified
8	Signing of agreement	To be notified
9	The work expected to be initiated	To be notified
10	Expected date of completion of work	6 (Six) months after signing the agreement

Note: The dates furnished above are subject to revision.

24. DATA SHEET

Clause		
1.0 General		
1.1	Name of the Employer	Director, Arunachal Pradesh Space Application Centre, Government of Arunachal Pradesh, Room 106, 1st Floor, Block 1, Civil Secretariat, Itanagar - 791111, Arunachal Pradesh (India)
1.2	Method of selection	Quality cum Cost Based selection(QCBS)
1.3	Nature of the proposals requested	Technical and Financial proposals in separate sealed covers.
1.4	Name, objectives, and description of assignment	1.Establishment of State PM Gati Shakti Data Centre 2. Customization & Commissioning of the Data Centre.
1.5	Reference	http://srsac.arunachal.gov.in for details
1.6	Publishing of Tender Document	APSAC Official Website
1.7	Proposal submission address	Director, Arunachal Pradesh Space Application Centre, Government of Arunachal Pradesh, Room 106, 1st Floor, Block 1,Civil Secretariat, Itanagar - 791111, Arunachal Pradesh (India)
1.8	Estimated number of calendar months required for the assignment	6 (Six) calendar Months
1.9	Validity of proposal	30 (Thirty)days after the bid submission date
1.10	The APSAC's representative is	Director, Arunachal Pradesh Space Application Centre, Government of Arunachal Pradesh, Room 106, 1st Floor, Block 1,Civil Secretariat, Itanagar - 791111, Arunachal Pradesh (India) Email: pmgatishaktiapsac@gmail.com
1.11	Last date of submission of proposal (both technical and financial)	14.9.2023 upto 16.30 Hrs.
1.12	The formats of the technical proposal to be submitted are	As per the respective Sections

2.0 Clarifications		
2.1	Clarifications requisition	By email: pmgatishaktiapsac@gmail.com
2.2	Address for clarification requisition	As per section 1.10 of the Datasheet
3.0 Submission of proposal		
3.1	Language of proposal submission	English
3.2	Information on the outer envelope	Establishment of State PM Gati Shakti Data Centre, to be opened in the presence of Evaluation Committee.
3.3	No. of copies of proposal to be submitted	An original duly signed and one additional copy of each technical and financial proposal
3.4	Additional information in technical proposal includes	Past experience in executing similar assignments like development of Data Centre, certification of recognition issued by competent authorities, etc., be attached with bid technical document.
3.5	Proposal accepted after due date and time	No
3.6	Whether any shortlisted BIDDER can associate with other shortlisted BIDDER(s)	No
3.7	Whether the work can be sub-contracted	No
4.0 Training Activities		
4.1	Training	Training is a specific component of this assignment. The State PM Gati Shakti Data Centre staff needs to be trained in handling and maintenance of the Data Centre. Technical Support Unit members need training in ArcGIS/PM Gati Shakti SMP/NMP tools.
5.0 Cost of Services		
5.1	Cost of executing the project	Split up of cost of services to be quoted as per the format in Section 3 including lumpsum
5.2	Taxes	The BIDDER(s) should include statutory taxes such as income tax, GST and other indirect taxes in the financial proposal. The proposal shall be all-inclusive
5.3	Currency referred to in the bid	Indian Rupees

25. BID REJECTION CRITERIA

Besides other terms and conditions highlighted in the tender document, bids maybe rejected under the following circumstances:

25.1 General Rejection Criteria

- a. Financial bids of more than 25% over and above the estimated cost of the project, shall be considered as unreasonable and therefore, liable to be rejected forth with.
- b. Bids submitted without or proper EMD.
- c. Conditional bids are liable to be rejected.
- d. If the information provided by the bidder is found to be incorrect/misleading at any stage/time during the tendering process.
- e. Any effort on the part of the bidder to influence the bid evaluation, bid comparison to contract award decisions.
- f. Bids received by the APSAC after the last date and time prescribed for receipt.
- g. Bids without signature of the person(s) duly authorized on required pages of the bid.
- h. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the bidder.

25.2 Technical/commercial rejection criteria

- a. Technical bid containing commercial details.
- b. Revelation of financials in any form or by any reason before opening the commercial bid.
- c. Failure to furnish all information required by the tender document on submission of the bid not substantially responsive to the tender document in every respect.
- d. BIDDER not quoting for the complete scope of the work as indicted in the tender documents, addendum if any and any subsequent information given to the BIDDER.
- e. BIDDER not complying with technical and general terms and conditions as stated in the tender document.
- f. The bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of the work.
- g. If the bid does not confirm to the timelines indicated in the bid.
- h. Incomplete bid.

SECTION 3
STANDARD FORMS REQUIRED FOR CONSIDERATION OF THE RFP

The Bidders are requested to submit Technical and Commercial bid in response to this tender. This section provides the outline, content of and the formats that the bidders are required to follow in preparation of the technical and commercial bids.

- Form-1 Technical proposal submission form
- Form-2 Bidder's organization and experience
- Form-3 Comments and suggestions of BIDDER(s) on the terms of reference and on data, services and facilities to be provided by the APSAC
- Form-4 Descriptions of approach, methodology and work plan for performing the assignment/job
- Form-5 Team composition and task assignment
- Form-6 Proof of professional staff of the company
- Form-7 Time schedule for professional personnel
- Form-8 Work (activity) schedule
- Form-9 Comments/modifications suggested on draft contract
- Form-10 Information regarding any conflicting activities and declaration thereof
- Form-11 Description of arrangement with consortium members
- Form-12 General Information about the bidder
- Form-13 Pre-qualification eligibility criteria - checklist 1
- Form-14 Technical bids - Checklist-2
- Form-15 Commercial bid submission form
- Form-16 Summary of Costs
- Form-17 Breakdown of financial per activity
- Form-18 Hardware and Software
- Form-19 Deviation from the Terms and Conditions of the Tender
- Form-20 Functions and key features of the software of the Data Centre and Clearing house
- Form-21 Details of specifications for Back-up Software.

FORM 1

Technical Proposal Submission Form

To

The Director
Arunachal Pradesh Space Application Centre,
Room 106, 1st Floor, Block 1,
Civil Secretariat, Itanagar - 791111
Arunachal Pradesh (India)

Sub: Establishment of State PM Gati Shakti Data Centre, Arunachal Pradesh:

Tender No......

Sir,

We the undersigned BIDDER, having read and examined in detail all the tender Documents in respect of appointment for Establishment of State PM GatiShakti Data Centre at A.P.Civil Secretariat, Itanagar, do hereby propose to provide the services as specified in the tender Document Noand submit our proposal, which includes this technical proposal, and a financial proposal sealed under separate envelopes enclosed within a single envelope duly marked as indicated in the RFP.

We have enclosed EMD in the form of a Demand Draft for a sum of Rs....(Rupees). The EMD is liable to be forfeited in accordance with the provision of the tender document. We declare that all services will be performed in accordance with the tender document except for the variations, assumption and deviations all of which have been detailed out exhaustively in the following document, irrespective of whatever has been stated to the contrary anywhere else in our bid.

We are submitting our proposal in association with: [Insert a list with full name and address of each associated BIDDER, if applicable]. In case we fail to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, APSAC shall have power and authority to recover from us any loss or

damages caused to APSAC by such breach as maybe determined by APSAC, appropriating the EMD deposited by us and if the EMD is found to be inadequate, the deficit amount may be recovered from us and our properties movable and immovable.

We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the tender is true to the best of our knowledge and belief and any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the proposal, i.e., before the date indicated in Paragraph Reference we undertake to negotiate on the basis of the proposed staff.

Our proposal is binding upon us and subject to the modifications resulting from Contract negotiations. We undertake, if our proposal is accepted, we would initiate the consulting services related to the assignment not later than the date indicated in of the datasheet (Section 2, para 24).We understand that you are not bound to accept any proposal that you receive.

Thanking You,

Location:

Date:

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of BIDDER & Address:

Form 2

BIDDER'S Organization and Experience

A-BIDDER's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm ,etc. Also if the BIDDER has formed a consortium, details of each of the member of the consortium, name of lead members etc., shall be provided]

B-BIDDER's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of the consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the APSAC shall specify exact assignment / job for which experience details may be submitted).In case of consortium, the BIDDER must furnish the following information for each of the consortium members separately]

- 1.Firms Name:
2. Assignment/job Name:
3. Description of Project
4. Approximate value of the contract (in Rupees)
5. Country
6. Location within Country:
7. Duration of the Assignment/job(months)
8. Name of the employee:

-
-
9. Address:
 10. Total No of staff-months of the Assignment/job:
 11. Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):
 12. Start date (month/year):
 13. Completion date (month/year):
 14. Name of associated BIDDER, if any:
 15. No of professional staff-months provided by associated BIDDER:
 16. Name of senior professional staff of your firm involved and functions performed.
 17. Description of actual assignment/job provided by your staff within the assignment/job:

Note: Please provide documentary evidence from the employers i.e. copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite supporting documents are not provided with the proposal.

(Signature of the BIDDER)

Address:

Form 3

Comments and Suggestions (if any) of Bidders on the Terms of Reference and on Data, Services and Facilities

A. On the Terms of Reference:

- 1.
- 2.
- 3.

[Suggest and justify here any modifications or improvement to the ToR you are proposing to improve performance in carrying out the assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your proposal.]

B- On inputs and facilities to be provided by the APSAC

[Comment here on inputs and facilities to be provided by the APSAC according to paragraph 6 of the special information to BIDDER including: administrative support, office space, data, etc.]

- 1.
- 2.
- 3.

(Signature of the BIDDER)

Address:

(The APSAC is not bound to accept the comments and suggestions (if any) of bidders on the terms of reference and on data, services and facilities)

Form 4

Description of Approach, and Work Plan for Performing the Assignment/Job

[Technical approach and work plan are key components of the technical proposal. You are suggested to present your technical proposal divided into the following three chapters:

- a) Technical approach,
- b) Work plan, and scheduling
- c) Organization of staffing pattern

- a) Technical Approach: In this section the BIDDER should explain their understanding of the objectives of the assignment/job, approach to the assignment/job for carrying out the activities as per the ToR of this RFP. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.
- b) Work Plan: The BIDDER should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the APSAC), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing an understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

S. No.	Work item (s) as per the Scope of Work	Activity	Deliverables	Duration in days	Months in the form of bar chart						
					1	2	3	4	5	6	

- c) Organization of staffing pattern: The BIDDER should propose and justify the structure and composition of the professional team and list them in a disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff]

**(Signature of the BIDDER)
Address:**

(It is mandatory for the bidders to propose a detailed approach, time schedule and deployment of professionals. Incomplete proposals will be considered as non-responsive and rejected)

FORM 5

Team composition and task assignments/jobs

1. Professional/Managerial Staff

Name of staff	Area of expertise	Position	Task assigned

2. Support staff

Name of staff	Area of expertise	Position	Task assigned

(Signature of the BIDDER)

Address

FORM 6

Professional Staff available with the company

S. No.	Position	Name of staff member	Qualification, Experience and Expertise
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, the above details are correctly described. I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of authorized representative of the BIDDER]

Day/Month/Year

Full name of Staff Member:

Full name of authorized
representative & Sign:

(Signature of the BIDDER)

Address

FORM 7
TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Full-time:

Part-Time:

Deliverable/ Reports:

Due:

Activities Duration:

S.No	Name of staff	Position	Deliverables/ report due/activities	Months(staff input in the form of bar chart)					
				1	2	3	4	5	6

Note:

- a. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: GIS expert, programmer, Tester, etc.).
- b. Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and fieldwork.

Signature: (Authorized representative)

FORM 8

Work (activity) schedule

S.No.	Activity(work)	Months from the start of assignment					
		1	2	3	4	5	6

1. Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports. For phased assignments/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart. Completion and Submission of Deliverables/reports.

Reports

S.No.	Deliverables/reports	Date
1	Inception report	
2	Interim Progress	
	(a)First Status Report	
	(b)Second Status Report	
3	Draft Report version	
4	Final Report version	

Signature of BIDDER

FORM 9

Comments/Modifications Suggested on Draft Contract

[Here the BIDDER shall mention any suggestion / views on the draft contract attached with the RFP document. The BIDDER may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the APSAC is not bound to accept any /all modifications sought and may reject any such request of modification.]

Signature of BIDDER

FORM 10

Information Regarding Any Conflicting Activities and Declaration thereof

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in Para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under Para 5 of the section 2.

We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected /terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM 11

Description of Arrangement with Consortium members/Sub contractors/Service Providers

The bidder is required to provide the details of the activities that it proposes to sub contract to third parties (whether the bidder is a single entity or a consortium). In addition the bidder would need to submit a Memorandum of Understanding (MoU) / Agreement between the consortium members.

SUB CONTRACTING SERVICES INFORMATION			
Name of service	Description of service	Proposed activities	Consortium member responsible for the activities

Signature of BIDDER

FORM 12

General Information about the bidder

S.No.	Description	
1	Name of the bidder	
2	Address of the bidder	
3	Name and designation of the contact person to whom all references shall be made regarding the tendering	
4	Telephone No.(with STD code)/Mobile number	
5	E-mail of the contact person	
6	Fax No. of the contact person with STD code	
7	Website	

Signature of BIDDER

FORM 13

Pre-qualification eligibility criteria and proof requirement

S.NO.	Clause	Documents required	Yes/No
1	The bid can be submitted by affirm/Company/Consortium In case of consortium applicant, the consortia will submit a valid Memorandum of Understanding (MOU)/Agreement	Consortium means more than one company which joins with other companies of complementing skills to undertake the scope of work defined in the RFP. MOU/agreement signed by the authorized signatories dated prior to submission of bid	
2	The BIDDER /Consortium should be a company registered under the Indian Companies Act 1956, or Companies under Indian Partnership Act at least since last 3years	Certificate of incorporation	
3	The BIDDER should be an ISO Certified Company	Valid copy of relevant &attested certificates to be attached.	
4	The BIDDER must be a reputed company with experience in execution of similar project for the last three years.	Work orders confirming year and area of activity. Memorandum and Articles of Associations	
5	Capable of providing turnkey solutions in developing and implementing projects in the field of IT, establishment of data centers, Remote Sensing, GIS, involving supply of GIS related hardware/software- its installation, integration and customization for at least three years in India or overseas. The BIDDER should have successfully accomplished at least one such Data Centre related Project.	Copy of work orders confirming area of activity and memorandum and articles of associations.	

6	The BIDDER must have on its roll at least 10 permanent Technical Skilled Persons working for GIS/remote sensing, IT, activities out of which 03 staff should be involved in the development of Data Centre. Necessary proof should be attached. Proof of key staff should be submitted.	Certificate from Bidders' HR Department for number of technically qualified professionals employed by the company.	
7	The bidding BIDDER should have experience of having completed at least three projects involving major project on Establishment of Data Centre. One such project should be for any State Govt./Central Govt. Department	Submit attested copies of work orders of each such project from the client.	
8.	The BIDDER should have registered corporate office or an authorized distributor office in India	Relevant Documents or Undertaking signed by the Authorized Signatory	
9	The BIDDER's having a local office /service center in Itanagar or a local collaborator for providing technical support during and after the execution of the work shall be preferred, though it is not mandatory.	Relevant Documents to be attached with undertaking signed by the Authorized Signatory	
11	The bidding firm/company/concern must have made profits as per the balance sheets in the last three financial years and should be in sound financial position. A copy of last three financial year's relevant updated audited balance sheets must be submitted along with the bid.	Copy of the Balance Sheet, IT returns and audited profit and loss account of the company, attested by the Chartered Accountant showing turnover of the company for last three years. The bidders should separately submit account detail sheets for each of their activities, i.e., services and product sales.	
12	The BIDDER and the consortium partners shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the BIDDER	

13	<p>The BIDDER should submit valid letter from Original Equipment Manufacturer (OEM) confirming the following: Authorization for BIDDER for supply of hardware/software. Confirm that the products quoted are not end of life products Undertake that the support including spares / patches/updation for the quoted products shall be available for next 1 (One) year from the date of signoff.</p>	<p>1.Letter of authorization of BIDDER from OEM 2.Confirmation letter from OEM for items 1&2 3.Undertaking from OEMs should include: hardware, software, networking, storage, UPS and other products of Power & Disaster security</p>	
14	<p>Turnover of the bidding firm must be minimum Rs. 5 crore (Rupees five crore only) in the last financial year with a consolidated turnover of Rs.3 crores (Rupees three crores) on an average for the last three years from software development preferably in Geo-spatial, maintenance and system integration for the preceding 3(Three) financial years. This must be bidding company's turnover and not that of any group of companies. The bidders should separately furnish details for each of these activities, i.e., services and product sales. The bidders having more turnovers under relevant services category will be preferred.</p>	<p>Chartered Accountant Certificate for net worth</p>	
15	<p>Whether Earnest Money Deposit of 7,43,860 (Rupees Seven Lakh Forty-Three Thousand Eight Hundred Sixty only enclosed</p>	<p>Demand Draft in favour of the Director, Arunachal Pradesh Space Application Centre, Itanagar, payable at Itanagar, Arunachal Pradesh</p>	

FORM 14

Technical Bids -Checklist

Sl.No.	Mandatory Details/enclosures/certificates to be provided by BIDDER	Details along with Page No. of the relevant document	Submitted Yes/No
1	Letter in favor of the duly authorized representative, certifying him as an authorized signatory for the purpose of this Tender		
2	Technical Bid letter		
3	General Information about the bidder		
4	Specifications of Hardware and Software for the Establishment of PM GatiShakti Data Centre as per RFP		
13	Manpower details		
14	Deviations from the Tender Terms and Conditions		
15	Description of the arrangement with consortium members/Local Service Providers		
16	Technical bid, financial bid, EMD in separate covers within a main cover duly subscribed		
17	Curriculum Vitae of the proposed professional staff		
18	Details of Local collaborator/service provider/local office		
19	Time schedule for professional personnel		
20	Training program and schedule		
21	Break down of cost of components included		
22	Summary of cost		
23	Call based deputation of at least one qualified BIDDER personnel for operation and maintenance support for one year to support the trained staff sand when required by APSAC.		
24	All relevant compliance certificates/statement as per ToR enclosed		
25	Certificate of registration of the BIDDER		
26	Balance sheet of last three years		
27	All the details as sought in the Datasheet(Section 2)		

(Failure on the part of BIDDER to provide the details as mentioned above, the proposal will be treated as non-responsive and rejected)

Form15
Commercial Bid Submission Form

To
The Director,
Arunachal Pradesh Space Application
Centre, Government of Arunachal Pradesh,
Room 106, 1st Floor, Block 1,
Civil Secretariat, Itanagar - 791111,
ArunachalPradesh(India)

[Location, Date]

Sub: Establishment of PM Gati Shakti Data Centre.

Tender No.....

Sir,

We the undersigned BIDDER, having read and examined in detail all the tender documents in respect of the appointment for the Establishment of PM GatiShakti Data Centre in Itanagar, do here by propose to provide the services as specified in the tender Document No.....

1. Financial and validity

- a. All the financials in our tender are in accordance with the terms and conditions as specified in the tender document. The financials and other terms and conditions are valid for a period of 90 calendar days from the date of opening the tender.
- b. We hereby confirm that our tender financials are all inclusive

2. Earnest Money Deposit

We have enclosed EMD in the form of a demand draft for a sum of Rs. _____ (in words.....) in favour of the **Director, Arunachal Pradesh Space Application Centre, Itanagar** payable at Itanagar, Arunachal Pradesh. The EMD is liable to be forfeited in accordance with the provision of the contract.

3. Deviations

We declare that all services will be performed in accordance with the tender document except for the variations and deviations all of which have been detailed out exhaustively in our bid document, irrespective of whatever has been stated to the contrary anywhere else in our bid.

4. Tender pricing

We further conform that the financials stated in our bid are in accordance with your instruction to bidder included in the tender document.

5. Qualifying Data

We confirm that having submitted the information required by you in your information to bidder, In case the APSAC require any further information/clarification/ documentary proof in this regard before evaluation of our tender, we agree to furnish the same to your satisfaction.

6. Bid financial

We declare that our bid financial is _____ (in words) _____ for the entire scope of the work as specified in the tender document.

In case we fail to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, APSAC shall have power and authority to recover from us any loss or damages caused to APSAC by such breach as may be determined by APSAC, appropriating the EMD deposited by us and if the EMD is found to be inadequate, the deficit amount may be recovered from us and our properties movable and immovable.

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

We understand you are not bound to accept any proposal you receive.

Thanking You,
Yours faithfully,
Authorized Signature:

Name and Title of Signatory:
Name of Firm:
Address:

FORM 16
Summary of Costs

S. No	Particulars	Amount in Rs.	Amount in words
1	Total cost of Hardware component (Supply and installation)		
2	Total cost of Software component (Supply and installation)		
3	Data Centre Development and maintenance costs (Requirement analysis, Site preparation, Customization and Operationalization of the Data Centre)		
4	GST (as applicable)		
5	Consolidated cost in Rupees		

(The BIDDER can include additional items if required)

Authorized Signature

Name:

Designation:

Name of BIDDER with seal firm :

Date:

NOTE:-

- 1 No cost will be borne by the APSAC in case a job is repeated or rejected. If a job is repeated, it will be done at the own cost of the BIDDER.
- 2 The above cost figure will not be subject to any escalation and the financials shall remain valid till completion of the project.
- 3 Financial bids are to be given in separate sealed covers.

(Signature of the BIDDER)

Form 17

Break down of Financial per Activity

Please use the tables below for providing the detailed breakdown of costs. Table format maybe suitably modified by addition of rows if necessary.

Establishment of PM Gati Shakti Data Centre

S.No.	Description	Total(Rs)
1	Server Room, ArcGIS, ArcGIS Pro License, etc. (Requirement analysis and Need Assessment report)	
2	Site preparation	
3	Development of Data Centre	
4	Development of Conceptual/physical data model for each Dataset	
5	Hardware procurement & installation	
6	Software procurement & installation	
7	Compilation and publishing of data (and metadata as per OGC standards)	
8	Testing of the Data Centre	
9	Training to APSAC staff of the Centre & TSU Members in the operations and maintenance of the Data Centre	
10	Warranty on hardware for 1(One)years and maintenance support for one year from the date of commissioning of the Data Centre	
11	Customization of the Data Centre as per requirement	
12	Power Source (Generator or Power backup, Power Supply Room, Automatic Function & Relay, UPS (10KVA) with power backup	
13	Civil Works for Server Room	
14	Security & Maintenance (Biometric, CCTV, Disaster Security)	
15	Total Taxes	
16	Consolidated cost in Rupees	

(Signature of the BIDDER)

Form 18

Hardware and Software costs

S.No.	Description	Specifications	Units	Unit cost	Total cost in Rs
A	Hardware				
1					
2					
3					
B	Software				
1					
2					
3					
	Total amount				

(Signature of the BIDDER)

FORM 19

Deviation from the Terms and Conditions of Tender (*if any*)

S.No	Section No.	Clause No.	Page No.	Statement of deviation/variation	Remarks

(Signature of the BIDDER)

FORM 20

Key features of the Data Centre

1	Support for Massive Volumes and Sizes of Datasets	
2	All the data should be able to publish and serve through multiple protocols and the OGC Web Services like WMS, WFS, WCS, etc.	
3	Proper technical documentation (in both hard and soft copy) should be provided to the department persons to be trained by the vendor.	
4	WFS (Web Processing Service) Should provide web method of processing, accessing, finding and using all kinds of calculations and models. User should be able to process the geospatial data (Processing Services).	

(Signature of the BIDDER)

SECTION 4

TERMS OF REFERENCE

The Government of Arunachal Pradesh acknowledges the critical importance of Geospatial & Information Technology as an instrument for the State's overall development and remains deeply committed to its dissemination, both as a crucial engine of economic growth and as a tool for increasing productivity, speed & transparency in governance and improved quality of life for the common man. Arunachal Pradesh Space Application Centre (APSAC) has taken the initiative to establish the State PM Gati Shakti Data Centre at the A.P.Civil Secretariat, Itanagar at the top floor of Monitoring building of Planning Department, Govt. of Arunachal Pradesh.

The State PM Gati Shakti Data Centre is seen as mechanism to promote use of geospatial data sharing at all levels of governance. The Centre comprises of three core components: an institutional framework, technical standards and datasets. The State PM Gati Shakti Data Centre is conceived as a single window-access for Area Approach Planning to enhance the Logistic ecosystem of the state.

Department for Promotion of Industry and Internal Trade (DPIIT) under the Ministry of Commerce and Industry, Government of India, accepted the proposal of Establishment of PM Gati Shakti Data Centre, for integrated spatial information services to the state government departments. For efficient data sharing through a PM Gati Shakti National Master Plan & State Master Plan portal, the following are the principal missions to be taken into account:

- ❖ Create and maintain geospatial data and metadata.
- ❖ Uploading data in the PM Gati Shakti portal which will be OGC compliant services such as WFS, WMS, WCS etc.
- ❖ Ensure proper use and security of the data by managing the permissions.
- ❖ Provide tools & Apps facility to the State Government departments.

The PM Gati Shakti Data Centre will adopt specific latest standards of the OGC standard.

1.0 OBJECTIVE AND SCOPE OF WORK

Towards achieving the above mission, APSAC, releases this Request for proposal (RFP) to solicit bids from qualified and experienced BIDDER(s)/organizations for setting up State PM Gati Shakti Data Centre for the Arunachal Pradesh state. This RFP describes project requirement, scope of technical work, BIDDER selection process and minimum information that must be included in the proposal. **Failure to submit information in accordance with the RFP requirement and procedure maybe a cause for disqualification of the BIDDER.**

The overall functional requirements set forth in the ToR for setting up State PM Gati Shakti Data Centre for Arunachal Pradesh State should be used by BIDDER as basis for:

- a. Providing a Data Centre for planning & designing for the Logistic Ecosystem of the state.
- b. Supplying hardware/software required at the State PM Gati Shakti Data Centre.
- c. Infrastructure development and integration of software and hardware for the PM Gati Shakti Data Centre
- d. Porting OGC-compliant services

The data dissemination is mainly through dedicated website. The hardware required for Data Dissemination is to be configured and made available at the Data Centre.

The hardware is to be configured around scalable server and High-end computers.

In support of the above requirement, the BIDDER is primarily expected to customize ,install, and operate relevant hardware, software and demonstrate OGC compliant web services with geo processing capabilities (at client side also) for the PM Gati Shakti Data Centre. The data will be provided by APSAC in Shape file, CSV, XL, etc. format.

2.0 TURN-KEYSOLUTION REQUIREMENTS

The core concept is of providing a unified environment that allows a user to generate, analyze, and geo-process data from numerous OGS Web Services simultaneously. One objective of PM Gati Shakti Data Centre is to allow decision makers to access and use information through PM Gati shakti

State/National Master Plan.

1. BIDDER should clearly specify their operational capacity to undertake and complete the project within 6 (six) months from the date of award of contract.
2. The BIDDER must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterhead to the fairness of these documents in support of their claim while submitting the bids.
3. **The bids received without documentary evidence will be out rightly rejected.**

3.0 MANDATORY REQUIREMENTS

The setting up of Data Centre involves setting up of state-of-the-art infrastructure for data processing, data storage, data warehousing, data mining, data dissemination and intranet and internet based user interaction. The systems proposed should be scalable, fault tolerant and cost effective. Appropriate sizing needs to be done on various systems and redundancies need to be planned to ensure proper availability. Overall architecture must be optimized in terms of high performance, low power consumption and latest server technologies coupled with reduced total cost of ownership for implementation in the available space.

3.1 Needs Assessment Report

This includes findings dealing with potential applications, necessary data and required resources. Real world object catalogue based on the analysis of the user requirement, a detailed catalogue of underlying real world objects clearly defining each object will have to be drawn up. A real world object catalogue useful in developing the data models (conceptual/physical) for implementation in the subsequent stages of the Project. The catalogue will form the base for demonstrating semantic interoperability between various spatial data nodes of the data providing agencies/ line departments. The focus of the activity is on identifying the users/user groups already associated or to be potentially associated with the use of geo-spatial data in the context of local level planning at PM Gati Shakti Data Centre through PM Gati Shakti State/National Master

Plan for logistic ecosystem of the state.

Deliverable(s): A final and updated needs assessment report to include findings dealing with potential applications, necessary data, and required resources. The Report will form the base for user acceptance testing at the end of the Project.

3.2 Spatial Data Input From Multiple Data Sources

Solution must provide tools for seamless integration of heterogeneous spatial data. It should be capable of integrating data and presenting dynamically unified views of various disparate geospatial databases available with different data owners/provider agencies to access emerging open standard Geospatial formats such as WFS and WMS from OGC.

3.3 Non-Spatial Data from Multiple Sources

This should enable users to get information from .xl, csv, etc. and convert them to spatial format using geo-coordinates & ESRI ArcTools. Combinations of adapters or data converters, the solution should be able to serve integrated Geospatial data (available in heterogeneous formats across multiple sources) as a consolidated view to the end-users based on their privileges.

3.4 Project Description

The Prospective BIDDER will have to look into these aspects while suggesting site preparation plan with details of layouts, cabling infrastructure, environmental considerations, power and cooling, etc. The BIDDER will take full responsibility of arriving at a functional architecture of the requirements (as given in the subsequent sections) with respect to hardware, software and necessary integration elements. In support of the above requirement, the BIDDER is primarily expected to customize, install, demonstrate and operation relevant hardware, software and data for the Geo-portal and the Clearing house mechanism. Key services will be provided as per the architecture and

specifications mentioned in this RFP. Core staff of the PM Gati Shakti Data Centre will be trained on the functioning and operation of the equipment and provision of services so that after the completion of the project, it would be possible for the core staff to maintain the system on their own with minimal support from the BIDDER as per the terms and conditions of the warranty and maintenance agreement. As is required under the aegis of the PM Gati Shakti Data Centre, the PM Gati Shakti State/National Master Plan Geo-portal will be regularly upgraded to help data/service providers publish their metadata/data/services for access by the clients over the web.

4.0 DETAILED SCOPE OF THE WORK

The State PM Gati Shakti Data Centre is seen as mechanism to promote use of geospatial data for Area approach planning, route alignment, etc. State PM Gati Shakti Data Centre comprises of three core components: an institutional framework, technical standards and datasets. The State PM Gati Shakti Data Centre is conceived as a single window-access to enhance the Logistic ecosystem of the state. Scope of the work includes:

1. Create and maintain geospatial data and metadata.
2. Deliver this data for uploading in the PM Gatishakti National Master Plan/State Master Plan.
3. Ensure proper use and security of the data by managing the permissions.
4. Provide tools & Apps facility to the State Government Departments.

4.1 Following users will be using the Data Centre:

The users will be Technical Support Unit members from various Departments, Network Planning Group & Empowered Group of Secretaries.

4.2 Data Providers:

The OGC compatible data providers are all line Departments of the State Government for the PM Gati Shakti National Master Plan/ State Master Plan. This data added will not become live unless approved by the APSAC.

5.0 WORK COMPONENT

Various components of setting up of the State PM Gati Shakti Data Centre are as follows:

Work Component, Deliverables & Timeline

(Timeframe to be provided by the BIDDER keeping the timeframe as 6 (Six) months from the date of signing of the agreement)

S. NO.	Scope of work	Deliverable	Timeline
1	Server Room, ArcGIS, ArcGIS Pro License, etc. (Requirement analysis)	Needs Assessment Report & Site Preparation Plan	
2	Development of Data Centre	Development of model for each dataset	
3	Supply And Installation of Hardware, Software etc.	Hardware And Software Installed at Site to the APSAC's satisfaction, one year warranty on Hardware	
4	Centralized database	A Centralized database containing available spatial and non-spatial Database	
5	Compilation and publishing of data into different layers	Publication/upload/updation of metadata of each layer	
6	Customization of data Centre	Customization of Data Centre with necessary documentation	
7	Installation of security system	Biometric, CCTV, Disaster Security of the Data Centre	
8	Power Source	Power Back-up, Automatic function & Relay	
9	User acceptance Testing	Total System operationalization and integration, Test Report	
10	Final deployment of the complete system	Establishment of PM Gati Shakti Data Centre to the satisfaction of the APSAC; integration Report; Acceptance Documents; Installation, Operations; Administration and User Manuals	
11	Training of staff	Training of PM Gati Shakti Data Centre staff & TSU members to the satisfaction	

		of the APSAC	
12	System maintenance	Maintenance Support for one year from the date of commissioning of the Data Centre	

Inputs/services provided by APSAC:

- ❖ APSAC will not allow the data outside the premises.
- ❖ APSAC would identify and depute a team of professionals for supporting the BIDDER to liaise internally and for obtaining all inputs /clarifications /approvals as would be required for the smooth execution of the project

5.1 Requirement Analysis

This includes findings dealing with potential applications, necessary data and required resources. The focus of the activity is on identifying the users/ user groups already associated or to be potentially associated with the use of geo-spatial data in the context of Area Approach Planning to enhance Logistic Ecosystem of the state. The Report will form the base for User Acceptance Testing at the end of the Project. Site Preparation Plan reviews the data center environmental and installation requirements. The analysis should address software recommendations, refinement of physical system configuration (servers, network, and storage requirements, etc.) provided at Annexure.

5.2 Development of Data Centre

The Data Centre will be storing Geo-referenced up-to-date information stored in a central information system from various Department for the Logistic Ecosystem development and planning. The Centre will be an “State-of-Art Centre & All in One” solution.

5.3 Supply and Installation of Hardware, Software, etc.

The average web response time should be around 05 seconds. All the equipment (hardware, software, etc.) shall be from OEM’s. Necessary certification from OEM should be provided by the BIDDER. The basic hardware requirement for the Data Centre is as follows:

Hardware/Software requirement: The following Hardware/Software will be required for the Establishment of PM Gatishakti Data Centre and the allied Lab facilities including hardware accessories:

- 1.Server Enclosure
- 2.Application Server
- 3.Database Server
- 4.Web Server
- 5.Security Server
- 6.Backup Server
- 7.Server SAN Storage with 5TB storage space
- 8.RDBMS Software with spatial Component
- 9.Software Solution for Geoportal
- 10.Appropriate operating systems(Windows/Linux)
- 11.Backup Software
- 12.Network Switch
- 13.Router
- 14.Hardware based Firewall with 3years subscription accessories
- 15.Online10KVAUPS(APC/Uniline make)
- 16.8x3 phase voltage stabilizer/improver (Automatic Function & Relay)
- 17.Genset 25KVA diesel run with canopy

Suggested architecture

The proposed system will be a web based system built to serve the user spread over the Internet and intranet.

5.4 Creation of Centralized Database

The centralized database contains data & metadata from various line departments/agencies of Government of Arunachal Pradesh State with facility to remotely update the Database and metadata from the individual Data Centres/Line Departments. Individual line departments/Agencies of the Government of Arunachal Pradesh State may be persuaded to develop and maintain their spatial/

attribute data nodes as per their mandates in the interest of efficient provision of up-to-date datasets for Logistic ecosystem of the state. Scalability of the size of storage and access should be kept in view in working out the system configuration. In due course, depending on requirement, individual Line Departments/Agencies of the Government of Arunachal Pradesh State may be persuaded to develop and maintain their spatial/ attribute data nodes as per their mandates in the interest of efficient provision of up-to-date datasets. Data will be available in shape files only and Collection of data from various line departments will be responsibility of the APSAC and all the data will be available at the State PM Gati Shakti Centre. Meta Data Standards is about data, which helps to locate, evaluate, extract and employ right data for right purpose by various users. Meta data format is available in PM Gati Shakti National Master Plan/ State Master Plan. Each of the State Departments generating geospatial data will develop their meta-data information.

5.5 Compilation and publishing of data into different layers: A provision should be made in the system to permit various geospatial data providers in the State to publish their datasets/metadata into the centralised database.

5.6 Customization of Data Centre: The logistics of running a data center have become increasingly difficult to manage as facilities have become larger and more complex. The growing adoption of big data has propelled this expansion even further, forcing IT teams to manage massive amounts of information with limited or legacy resources. The idea is to develop optimized solutions for data center sprawl with out-of-the-box hardware.

5.7 Installation of security system: Data center designs must implement sound safety and security practices. For example, safety is often reflected in the layout of doorways and access corridors, which must accommodate the movement of large equipment, as well as permit employees to access and repair the infrastructure. The Security System are like Biometrics, CCTV, Fire Alarm System, Fire Fighting Equipment, etc.

5.8 Power Source: Every data center needs optimal uninterrupted power 24/7. Any lapse in power whatsoever can be devastating because files can be lost or corrupted, mainframes can malfunction, and, ultimately, money can be lost. Backup generators provide power when the main power source is interrupted. A total system restart is often required when these components lose power, even momentarily. Regrettably, this can cause system downtimes, startup issues, corruption of parts, and loss of in-process information. Therefore Un-interrupted power supply & Automatic Function & Relay is required in the Data centre.

5.9 User Acceptance testing

A user acceptance test should be carried out to test the effectiveness, efficiency and user-friendliness of the integrated system. A set of criteria will be defined and finalized with the users in advance for testing of the datasets & proper sanitisation. The Needs Assessment Document drawn up at item 1 of this Scope of Work should form the base for the user acceptance testing.

5.10 Final Deployment of Complete System & Commissioning

Based on the outcomes of the user acceptance test, the complete system should be integrated and operational for use. The complete system and its use would be presented to the Technical Support Unit, Network Planning Group & Empowered Group of Secretaries.

5.11 Training of organizational staff

In order to help use and manage/ maintain the complete system, the core Staff of PM Gati Shakti Data Centre and the Members of the Technical Support Unit are required to be provided hands-on training of minimum 20 working days duration at the APSAC to independently handle the Data Centre, available services and maintenance.

5.12 System Maintenance

The complete system consisting of geo-database and the associated software

should be covered under a one year comprehensive maintenance and three-year warranty should be provided for hardware.

5.13 Report and Time schedule

A timeline of six months for the entire work is suggested. Work carried out by the BIDDER in terms of both quantity and the quality of deliverables shall be assessed by the Project Review Committee of the APSAC from time to time.

5.14 Review committee

The Technical Support unit (TSU) will review the progress by the vendor at regular intervals. Vendor shall report the progress made in each item. The BIDDER shall report the progress made in each item of activity to the TSU as per the finalized work schedule.

5.15 Office Space

Planning Department, Govt. of Arunachal Pradesh has provided the required office space for setting up of the PM Gati Shakti Data Centre in the existing Monitoring Building top floor.

5.16 Data provider Departments

A few of the initial data providers would include:-

- Arunachal Pradesh Space Application Centre(Principal Data Provider)
- Forest Department
- Town Planning Organization
- Land Management Department
- Health Department
- Education Department
- Itanagar Municipal Corporation
- PWD and RWD
- PHED, Transport Dept, etc.

SECTION 5

Centralized Database and Storage Servers: The hardware required for Centralized Data Storage is to be configured. The hardware is to be scalable energy efficient state-of-the-art servers This system should be capable of interacting with other systems that and must support multi-platforms such as Windows and Linux platforms. Application Servers, Web Servers, Database Servers, Map Servers, FTP Servers, Mail Servers, etc., which are needed for the overall requirements of the project have to be properly configured. Necessary redundancies need to be planned to ensure fault tolerance of the entire system configuration. All hardware elements should be scalable. The database server hosts the standard RDBMS. The spatial data stored in the database server shall be scalable to cater to large volumes of raster as well as vector data of other agencies. Security servers serve the purpose of keeping the data safe from intrusion/misuse/snooping and for identity management.

Indicative Software and Hardware Specifications

The following specifications are only indicative specifications. The BIDDER is supposed to supply same/equivalent or higher specifications without bringing any implications on the acceptable limit of financial bidding

Item	Specifications
Operating System	LINUX/Windows Server 2012 or higher
Server Enclosure	<p>Upto 8 half-height,4full-height server blades and/or 4expansion blades per enclosure. Enclosure Unit–Rack Model Formfactor:6U,RedundantOnboardAdministrator–LAN and serial access, Hot plug redundant standard. Upto six(6)Active Cool fans. Single or dual Onboard Administrator management modules. Role-based security locally and/or with LDAP directory services. An optional DVD drive for local software deployment An optional local KVM interface for connection to KVM switches. Upto 4 PCI expansion blades(storage, tape, etc) A single-phase power subsystem for flexibility in connecting to data center power, or to UFS's or to low-line wall outlets. 1200W Platinum Plus hot plug power supply kit Common Slot</p>
Server Blades	<p>Intel Xeon E5-2620 product family 6 C2.0GHz 15MB Cache 1333 MHz 95W(A1S6) Memory 32 GB(4X 8GB)DD R31600 MHz VLPRDRIM Form factor (fully configured)4.3U Cache(max) 20MB or higher Expansion slots Maximum –1 CIO v slot (standard PCI e daughter cards) and 1 CFF h slot(high-speed PCI e daughter card). Memory type DDR3RDIMM</p>
Server Storage	<p>SAN System 30TB Usable Capacity on SATA II/NL-SAS Drive, Min. Front End Ports:4,Min.Back End Ports:2, Cache Total Config.(GB) per Controller:2,Min.Scalable to Drive Slots</p>

Tape Drive	<p>Two Drive Tape Library with minimum 40 Slots, LTO 5 or higher Path fail over:45E9503 or FC#1682 Transparent LTO Ultrium encryption:45E3081 or FC#5900 Rackmount:23R6998 or FC#7Right-side magazine set: 23R6999 or FC#8106 Left-side magazine, upper: 45E2225 or FC # 8107 Left-side magazine, lower: 45E2231 or FC#8108002 LTO Ultrium tape cartridges: LTO Ultrium 6 media: FC# 8605 LTO Ultrium 5 media: FC# 8505 LTO Ultrium 4 media:FC#8405 LTO Ultrium cleaning cartridge:23R7008 or FC#8002 Additional power supply:23R7263 or FC#1901 Tape drive type: LTO Ultrium 6 full-height and half-height;</p>
	<p>LTO Ultrium 5 full-height and half-height; LTO Ultrium 4 full-height and half-height Number of drives: 1 - 4Number of tape cartridges:48 Number of mail slots:3 Data transfer rate(per drive):Upto160MBFS native with LTO Ultrium 6 Up to 140 MBFS native with LTO Ultrium 5 Upto 120 MBFS native with LTO Ultrium4 Electrical power: 4.0am F Sat 100Vac,2.0am FSat 240Vac0.1 KVA Attachment support: 8GbFS Fibre Channel and 6Gb FSSAS interface,LVD SCSI,4Gb FS Fibre Channel and 3Gb FSSAS interface(LTOUltrium4full-height) Operating systems support: Linux and Microsoft Windows open-system servers Latest support information: System Storage Interoperation Center(SSIC)</p>
Backup Software, Tape Drive/Media Agent	<p>License, Backup Server License E-mail alert(SMT P authentication);SMS alert notification HDD standby mode Disk usage alert Automatic power on after power loss System firmware upgrade Backup, restore, reset system settings, Smart fan setting Configurable management port Policy-based unauthorized IP blocking; import user list Secure remote login by SSH connection Remote login by Tel net connection USB,SNM Pv3,UFS support Scheduled power on/off Import SSL certificate Network recycle bin Password strength checker Complete system logs(file level): system events management, connection logs, current connection of on-line users Network share management(max.256 shares),Share folder level ACL support, Unicode support, Journaling file system, Web File Manager, Google Docs support(pdf, tif/ tiff, ppt,doc,xls, pptx,docx, xlsx, svg,odt) User quota management</p>

	<p>Windows Active Directory support, max. 10k users User account management (max.2048 users) User group management (max.256grouFS) Shared folders (max. 256) Concurrent connections(max.256) Support batch creating users User Import/ Export for Multiple CELVIN NAS Deployment Subfolder Permission(File/Directory ACL) Microsoft Networking(Samba)Host Access Control(Domain/IP)</p>
Router	<p>Form Factor: Desktop modular-3U Connectivity Technology: Wired Data Link Protocol: Ethernet, Fast Ethernet, Gigabit Ethernet. Network/TransportProtocol:IFSec,PPPoE,L2TPv3. Routing Protocol:OSPF,IS-IS,BGP,EIGRP,DVMRP,PIM-SM,IGMPv3,GRE, PIM-SSM, static IPv4 routing, static IPv6 routing, policy-based routing(PBR). Remote Management Protocol: SNMP,RMON Encryption Algorithm: SSL Compliant Standards IEEE802.3, IEEE802.1Q, IEEE802.1ah, IEEE802.1ag. Firewall protection, VPN support, MPLS support, Syslog support, content filtering,IPv6 support, Class-Based Weighted Fair Queuing (CBWFQ),Weighted Random Early Detection (WRED),Quality of Service(QoS),Dynamic Multipoint VPN(DMVPN) DRAMMemory:1GB (installed)/2GB(max) Flash Memory: 256 MB (installed)/ 8GB (max) Router Interface: 3 x 10Base-T/100 Base-TX/1000Base-T - RJ-45 Management:1x console-RJ-45 Management: 1x console-mini-USB Type B Serial:1x auxiliary-RJ-45 Hi-Speed USB: 2x4 PIN USB Type A2xSFP (mini-GBIC). Expansion Slots: 4(4)x EHWIC4 (4)x PVDM 2(1)x Compact Flash Card 1(1)x Expansion Slot2 (2)x service module (SM) Power supply-internal VoltageRequired:AC120/230V(47/63Hz) Compliant Standards: CISPR 22 Class A, CISPR 24, EN55024, EN55022Class A, EN50082-1, AS/NZS 60950-1, AS/NZ 3548 Class A, CAN/CSA-E60065-00,ICES-003 ClassA,CS-03, FCCCFR47Part 15, EN300-386, UL 60950-1,IEC60950-1,EN60950-1,CSAC22.2No.60065,BSMICNS13438</p>

Hardware Based Firewall	<p>Form Factor: Rack-mountable. Connectivity Technology: Wired.</p> <p>RAM Installed (Max)2GB</p> <p>Flash Memory Installed(Max)256MB Flash.</p> <p>Data Link Protocol: Ethernet, Fast Ethernet, Gigabit Ethernet.</p> <p>Network/Transport Protocol: IP Sec</p> <p>Firewall through put: 450Mb FSVPN through put:225Mb FS</p> <p>Connection rate:12000 connections per second. Capacity, Concurrent sessions:280000</p> <p>IP Sec VPN peers: 750, SSL VPN peers: 2 Virtual interfaces(VLANs):100</p> <p>Features: Firewall protection, VPN support, load balancing, VLAN support, High Availability.</p> <p>Encryption Algorithm: DES, Triple DES,AES</p> <p>Expansion Slot (s): 1 (total) / 1 (free) x Expansion Slot 1 memory.</p> <p>Interfaces:1x network-Ethernet 10Base-T/100 Base-TX-RJ-45 1x management-console-RJ-45</p> <p>2x Hi-Speed USB- 4 PIN USB Type A1x serial-auxiliary-RJ-45</p> <p>4x network-Ethernet 10 Base-T/100 Base-TX/1000 Base-T-RJ-45</p> <p>Compliant Standards: CE, FCC Class A certified, CISPR 22 Class A, EN60950, EN61000-3-2,UL1950, VCCI Class A ITE,IEC60950,EN61000-3-3,CSA</p> <p>22.No.950, EN55022ClassA, ACATS001, AS / NZS3260,FCC Part 15</p> <p>Power Device: Power supply-internal</p> <p>Voltage Required: AC 120/230V(50/60Hz)</p>
Network Switch	<p>24 ports - L3 - Managed, Switch Ports : 24 x 10/100/1000, Ethernet: Ports Ethernet Ports, Switching capacity : 160 GbFS, DRAM Memory 256 MB, Flash Memory 128 MB Flash, Interfaces: 24x10Base-T/100Base-TX/1000Base-T - RJ-45, USB : 1 x 4 PIN USB Type A 1 x console - mini- USB Type B-management 1xRS-232-RJ-45-management 1x10 Base-T/100Base-TX-RJ-45-management</p>

SPECIFICATIONS OF THE HARDWARE ACCESSORIES

System	
Brand & Model	BIDDER to Provide
Component	Specifications
UPS Type	On-Line UPS 10 KVA , Back-Uptime: 6 Hours, with isolation transformer suitable for Three Phase AC Input and Three Phase AC Output, Floor, Mounted Type. High availability true on-line double conversion (12V,SMFBattery), with battery stand (covered) With dual feed input for hot standby configuration
Backup	6Hours
Rectifier	IGBT
Input voltage	380/400/415V3phase
Input frequency	50 / 60Hz, Customer can opt for 50Hz or 60Hz.
Output voltage	380/400/415V3phase
Output Power Factor	0.9
Input power factor	At rated load.>/=0.99
Voltage recovery time	</=20m/sec.
Crest factor	3:1
Overload	@0.9P.F125%for10minutes,150%for1min,168%for5sec
Noise level	</=50dBA
By pass frequency tolerance	+/-2%
D.Coperating voltage range	480V±15%
Relative Humidity	95%non-condensing
Other features	Cold Start
	Smart Eco mode
	Static Bypass
	Battery Management Standard
	Active power factor correction

	Advanced digital signal processor
	Lightning and surge protection
	Complete remote monitoring and control
8x3 phase voltage stabilizer/improver	
Brand	BIDDER To Provide
Model	BIDDER To Provide
Component	Specifications
<p>Servomotor operated line voltage correctors suitable for phase Voltage range 120 to 280 volts Three phase, rated KVA: 3x10.0KVA. Servomotor operated line voltage correctors copper wound, indoor type, continuous duty, suitable for phase voltage of 120-280 volts. Three phase line voltage correctors shall comprise of three single phase line voltage correctors conforming to IS:9815 (Pt.1/1994 (Reaffirmed 2004) connected in star and enclosed in a single enclosure with common control panel shall be suitable for unbalance input voltage. Rated output voltage shall be 240V for single phase LVC and 415V for three phase LV C respectively.</p>	
25KVA Diesel Gen set	
Brand	BIDDER To Provide
Model	BIDDER To Provide
Component	Specifications
<p>Diesel Generating Sets with AMF Control Panel Rated Voltage (in Volts): 415V Phase No. of Phases: Three Type of Engine Cooling : Water Rated Capacity (in KVA): 30 Comprising of Liquid Cooled Diesel Engine coupled Alternator Mounted on a common M. S. Channel base frame including Fuel Tank, Standard Control Panel, and Battery with leads canopy and accessories.</p>	
Hardware	Dell 3660 Tower Workstation with 24" Monitor 12th Gen Intel® Core™ i7-12700 (25 MB cache, 12 cores, 20 threads, 2.10 GHz to 4.90 GHz Turbo, 65 W) Windows 10 Pro (Windows 11 Pro license included), English 128 GB, 4 x 32 GB, DDR5, 3600 MHz Ram 4 TB, 5400 RPM, 3.5-inch, SATA, HDD 512GB PCIe NVME™ Class 40 M.2 SSD Premium CPU Liquid Cooler 8x DVD+/-RW 9.5mm Optical Disk Drive Dell Wired Keyboard KB216 Black (English) - US International Dell Wired Keyboard KB216 Black (English) - US International Precision 3660 Tower with 1000W (80 Plus Platinum) PSU Dell USB Optical Mouse-MS116 - Black

	System Power Cord India 6A Office Home & Business 2021 Dell Monitor-P2422H/P2722H HP workstations
Software	ArcGIS 10.8 / ArcGIS Pro

SECTION 7

Standard Form of Contract

CONTRACT FOR

“Establishment of State PM Gati Shakti Data Centre”

TSFS SERVICES-Lump-Sum Contract

Between

Arunachal Pradesh Space Application Centre, Govt. of Arunachal Pradesh

And

[Name of the BIDDER]

Dated:

FORM OF CONTRACT

This contract

“Establishment of State PM Gati Shakti Data Centre”

(Herein after called the services) is made the *[day]* day of the month of *[month]*, *[year]*, between the Arunachal Pradesh Space Application Centre of Arunachal Pradesh Government (herein after called APSAC) and (name of the BIDDER), (here in after called BIDDER).

APSAC shall mean the Arunachal Pradesh Govt. represented by any person or agency authorized to act on behalf of APSAC (Arunachal Pradesh Space Application Centre, Government of Arunachal Pradesh, Room 106, 1st Floor, Block 1, Civil Secretariat, Itanagar - 791111, Arunachal Pradesh)

BIDDER shall mean.....and having its Registered Office.....with whom or with which the order for setting up of Data Centre at the APSAC, Itanagar shall be deemed to include its successors, assigned representatives, heirs, executors and administrators unless excluded by this agreement.

[Note: If the BIDDER consists of more than one entity, the above should be partially amended to read as follows:....(herein after called the ___ and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the APSAC for all the BIDDER’s obligations under this Contract, namely, *[name of BIDDER]* and *[name of BIDDER]* (herein after called the BIDDER).]

WHEREAS

- ❖ APSAC has requested BIDDER to provide certain consulting services as defined in this Contract (here in after called the Services);
- ❖ APSAC has selected BIDDER through a process of open-transparent competitive tender process to provide the services for “Establishment of PM GATI SHAKTI DATA

CENTRE" (herein after called the "Services");

- ❖ BIDDER, having represented to APSAC that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract and as per the RFP.

NOW THEREFORE the parties here to here by agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;**
- (b) The Special Conditions of Contract;**

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel

Appendix D: Breakdown of Contract Financial in local currency

Appendix E: Services and Facilities Provided by APSAC

The mutual rights and obligations of APSAC and BIDDER shall be asset for thin the Contract, in particular:

- (a) BIDDER(s) shall carry out the Services in accordance with the provisions of the Contract; and**
- (b) APSAC shall make payments to BIDDER(s) in accordance with the provisions of the Contract.**

IN WITNESS WHERE OF, the Parties hereto have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and on behalf of Arunachal Pradesh Space
Application Centre, Itanagar, Arunachal Pradesh

For and on behalf of

Name:

Name:

Designation:

Designation:

In presence of Witnesses (i)

(ii)

General Conditions of Contract

GENERAL PROVISIONS

The BIDDER, subject to this Contract, has complete charge of Personnel and Sub-BIDDER, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under.

1.1 Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in the State of Arunachal Pradesh.

1.2 Headings: The headings shall not limit, alter or affect the meaning of this Contract

1.3 Language This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1 At the respective addresses set forth above or such other addressed and to the attention of such other person or persons as may hereafter be designated by like notice here under, and any such notice sent by post shall be deemed to have been served on the date when, in the ordinary course of post, it would have been delivered at the address to which it was sent.

1.4.2 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing in the English language and shall be given by mailing the same by Speed Post, registered airmail, postage prepaid, In the case of the Employer,

To:

Arunachal Pradesh Government through

(Arunachal Pradesh Space Application Centre, Government of Arunachal Pradesh,

Room 106, 1st Floor, Block 1, Civil Secretariat, Itanagar - 791111, Arunachal Pradesh)

And in the case of BIDDER,

To:

BIDDER's detailed address

Authorized signatory Name and designation

Attention:

A Party may change its address for notice here under by giving the other Party notice in writing of such change to the address specified in the Contract.

1.5 Location: The Location shall mean, the location identified in the Office of the APSAC. The Services shall be performed at such locations as are specified the document and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

1.6 Authority of Lead Partner: In case the BIDDER consists of a joint venture/consortium/association of more than one entity, the members here by authorize the entity specified in the section to act on their behalf in exercising all the BIDDER's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the BIDDER may be taken or executed by the officials specified in the Contract.

1.8 Taxes and Duties: The BIDDER/collaborators and their personnel shall pay such taxes, duties, fees, and other impositions levied under the applicable law as specified in the Section, the amount of which is deemed to have been included in the Contract Financial.

1.9 Fraud and Corruption

Definitions: It is the employer's policy to require that this Contract observe the highest standard of ethics during the selection and execution of such Contracts. In pursuance of this policy, the employer defines, for the purpose of this provision, the terms set forth below as follows:

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-
- (i) Corrupt practice means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of public official in the selection process or in Contract execution;
 - (ii) Fraudulent practice means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract;
 - iii) Collusive practices mean a scheme or arrangement between two or more BIDDER(s), with or without the knowledge of the borrower, designed to establish financials at artificial, non-competitive levels;
 - (iv) Coercive practices means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of Contract;

1.10 Measures to be taken

The APSAC will blacklist/sanction a BIDDER, including declaring the BIDDER ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the BIDDER has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a Contract;

a) The Employer may terminate the contract if it determines at any time that representatives of the BIDDER were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the BIDDER having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

b) The Employer may also sanction against the BIDDER, including declaring the BIDDER ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the BIDDER has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing an Employer-financed contract;

1.11 Commissions and Fees

At the time of execution of this Contract, the BIDDER shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or

commission agents with respect to the selection process or execution of the contract.

The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

1.12. Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) Applicable Law means the laws and any other instruments having the force of law in State of Arunachal Pradesh for the time being.
- (b) BIDDER means any Company/firm/ proprietor or public entity that will provide the Services to the Employer under the Contract.
- (c) Contract means the Contract signed by the Parties and all the attached documents listed in its Clause1.
- (d) Day means calendar day.
- (e) Effective Date means the date on which this Contract comes into force.
- (f) Government means the Government of Arunachal Pradesh
- (g) Currency means Indian Rupees.
- (h) Member means any of the entities that make up the joint venture/consortium/association; and Members means all these entities.
- (i) Party means the Employer or the BIDDER, as the case may be, and Parties means both of them.
- (j) Personnel mean professionals and support staff provided by the BIDDER or by any collaborators and assigned to perform the Services or any part thereof.
- (k) Reimbursable expenses mean all assignment-related costs [such as travel, translation, Report printing, and secretarial expenses, subject to specified maximum limits in the Contract].
- (l) Services means the work to be performed by the BIDDER pursuant to this Contract
- (m) Collaborator means any person or entity with whom the BIDDER jointly bid for the Services.

(n) Third-party means any person or entity other than the Employer, or the BIDDER.

(o) In writing means communicated in written form with proof of receipt.

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the effective date.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect here to.

2.3 Commencement of Services:

The BIDDER shall begin carrying out the Services not later than the number of days after the Effective Date specified in the Contract. Expiration of Contract unless terminated earlier, this Contract shall expire at the end of such time period after the effective date as specified in the Contract.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.6 in the contract hereof, this Contract shall expire at the end of such time period after the effective date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has the 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.

2.6 Modifications or Variations: Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the services, may only be made by written agreement between the parties. However, each party shall give due consideration to any proposals for modification or variation made by the other party.

2.7. FORCE MAJEURE

2.7.1 Definition

(a) For the purposes of this Contract, Force Majeure means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-BIDDER or agents or employees, nor(ii)any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.1, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 Breach of Contract: The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.7.3 Measures to be taken:

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all

reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the BIDDER, upon instructions by the Employer, shall either: **(i)** demobilize;; or **(ii)** continue with the Services to the extent possible, in which case the BIDDER shall continue to be paid proportionately and on pro rate basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC10.

2.7.4. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. Payments During the period of their inability to perform the Services as a result fan event of Force Majeure, the BIDDER shall be entitled to continue to be paid under the terms of this Contract.

2.7.5. Suspension: The Employer may, by written notice of suspension to the BIDDER, suspend all payments to the BIDDER hereunder if the BIDDER fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the BIDDER to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the BIDDER of such

notice of suspension.

2.8 TERMINATION OF CONTRACT

2.8.1 By the Employer: The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.8.1. In such an occurrence, the Employer shall give not less than thirty (30) days written notice of termination to the BIDDER, and sixty (60) days in the case of the event referred to in (e).

- (a) If the BIDDER does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing.
- b) If the BIDDER becomes insolvent or bankrupt.
- (c) If the BIDDER, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the BIDDER is unable to perform a material portion of the Services for period of not less than sixty (60) days.
- (e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the BIDDER fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC10 hereof.

2.8.2 By the BIDDER: The Bidders may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.8.2:

- (a) If the Client fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- (b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 10 hereof.

2.8.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.8.1 or GC 2.8.2, the Client shall make the following payments to the Bidder:

- (a) Payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs(a) through(c),and(f) of Clause GC.2.8.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3.0. OBLIGATIONS OF THE BIDDER

3.1 GENERAL

3.1.1 Standard of Performance:

The BIDDER 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. The BIDDER shall always act, in respect of any matter relating to this Contractor to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with collaborators or third parties.

3.2 Conflict of Interests: The BIDDER shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Bidder Not to Benefit from Commissions, Discounts, etc:

The payment of the BIDDER pursuant to Clause GC6 hereof shall constitute the

BIDDER's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the BIDDER shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the BIDDER shall use its best efforts to ensure that any collaborator, swell as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

Furthermore, if the BIDDER, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the BIDDER shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the BIDDER in the exercise of such procurement responsibility shall be for the account of the Employer.

3.2.2. BIDDER and Affiliates not to Engage in Certain Activities: The BIDDER agrees that, during the term of this Contract and after its termination, the BIDDER and any entity affiliated with the BIDDER, as well as any collaborator and any entity affiliated with such collaborator, shall be disqualified from providing goods, works or services (other than consulting services and goods/equipment specified in the TOR) resulting from or directly related to the BIDDER's services for the preparation or implementation of the project.

3.2.3. Prohibition of Conflicting Activities: The BIDDER shall not engage, and shall cause their personnel as well as their collaborator and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3. Confidentiality: Except with the prior written consent of the Employer, the BIDDER and the personnel shall not at anytime communicate to any person or entity any confidential information acquired in the course of the services, nor shall the BIDDER and the personnel make public the recommendations formulated in the course of, or as a result of, the services.

3.4. Insurance to be taken out by the BIDDER: The BIDDER (a) shall take out and maintain, and shall cause any collaborators(s) to take out and maintain, at their (or the collaborators(s)', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the Section; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5. BIDDER's Actions Requiring Employer's Prior Approval: The BIDDER shall obtain the Employer's prior approval in writing before taking any of the following actions: (a) Any change or addition to the Personnel listed in Appendix C. (b) Subcontracts: the BIDDER may subcontract work relating to the Services to an extent and with such experts and entities as maybe approved in advance by the Employer. Notwithstanding such approval, the BIDDER shall always retain full responsibility for the Services. In the event that any collaborator is found by the Employer to be incompetent or incapable or undesirable in discharging assigned duties, the Employer may request the BIDDER to provide a replacement, with qualifications and experience acceptable to the Employer, or to resume the performance of the Services itself.

3.6. Reporting Obligations: The BIDDER shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7. Documents Prepared by the BIDDER to be the Property of the Employer: All plans, drawings, specifications, designs, reports, other documents and software prepared by the BIDDER for the Employer under this Contract shall become and remain the property of the Employer, and the BIDDER shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The BIDDER may retain a copy of such documents, but shall not use them anywhere, without taking permission, in writing,

from the Employer and the Employer reserves the right to grant or deny any such request. If license agreements are necessary or appropriate between the BIDDER and third parties for purposes of development of any such computer programs, the BIDDER shall obtain the Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.8 Accounting, Inspection and Auditing:

The BIDDER

- (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases there of, and
- (ii) shall periodically permit the Employer or its designated representative and/or the Employer, and upto five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer or the Employer, if so, required by the Employer or the Employer as the case may be.

4. BIDDER'S PERSONNEL

4.1. Description of Personnel:

- (a) The BIDDER shall employ and provide such qualified and experienced Personnel are required to carry out the Services. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the BIDDER's Key Personnel are as per the BIDDER's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the Employer, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 4.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the BIDDER by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger,

and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the BIDDER. In case where payments under this Contract exceed the ceilings set forth in Clause 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.2. Approval of Personnel:

The Key Personnel and Sub-BIDDER listed by title as well as by name in Appendix C are hereby approved by the Employer. In respect of other Personnel which the BIDDER proposes to use in the carrying out of the Services, the BIDDER shall submit to the Employer for review and approval a copy of their Curriculum Vitae (CVs). If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Employer.

4.3. Removal and/or Replacement of Personnel:

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the BIDDER, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the BIDDER shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the BIDDER shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) The BIDDER shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.4 Resident Project Manager: If required by the Service Contract, the BIDDER shall ensure that at all times during the BIDDER's performance of the Services a resident project manager, acceptable to the Employer, shall take charge of the performance of such Services.

5.0 OBLIGATIONS OF THE EMPLOYER

5.1 Assistance and Exemptions: Unless otherwise specified in the Service Contract, the Employer shall use its best efforts to ensure that the Government shall:

(a) Provide the BIDDER and Personnel with work permits and such other documents as shall be necessary to enable the BIDDER /Consortium partner or Personnel to perform the Services.

(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(c) Provide to the BIDDER /Consortium partner and Personnel any such other assistance as may be specified in the Service Contract.

5.2 Change in the applicable law related to taxes and duties: If, after the date of this Contract, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the BIDDER in performing the services, then the remuneration and reimbursable expenses otherwise payable to the BIDDER under this Contract shall be increased or decreased accordingly by agreement between the parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2(a)or(b),as the case maybe.

5.3 Services and Facilities:

(a) The Employer shall make available free of charge to the BIDDER the services and facilities listed under Appendix E.

(b) In case that such services, facilities and property shall not be made available to the BIDDER as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the BIDDER for the performance of the Services.

5.4 Payment:

Inconsideration of the Services performed by the BIDDER under this Contract, the “Employer” shall make to the BIDDER such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel:

(a) If necessary, the “Employer” shall make available to the BIDDER free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the BIDDER’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding Employer’s liaison personnel, shall work under the exclusive direction of the BIDDER. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the BIDDER that is consistent with the position occupied by such member, the BIDDER may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6.0 PAYMENTS TO THE BIDDER

6.1 Total Cost of Services:

a. The total payment due to the Bidder shall not exceed the Contract Financial which is an all-inclusive fixed lump-sum covering all costs required to carry out the services as outlined in section 5. The hardware and software requirements are given in Annexure I.

b. The Contract value is without any escalation till the period of the agreement.

c. The Contract value includes visits to the APSAC for purposes of the project, service Tax and other duties and levies.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.[In case the payment is to be made in a currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 Terms and Conditions of Payment: The payments in respect of the Services shall be made as follows:

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- (a) The BIDDER shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the payment schedule of Paragraph 6.4 of this section.
- (b) Once a milestone is completed, the BIDDER shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the BIDDER without further delay.
- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the BIDDER and the BIDDER has made a presentation to the EC.
- (e) If the deliverables submitted by the BIDDER are not acceptable to the Employer/ EC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the BIDDER. This is without prejudicing the Employer's right to levy any liquidated damages under Clause 8. In such case, the payment will be released to the BIDDER only after it re-submits the deliverable and which is accepted by the Employer.

6.4 Payment Schedule:

For making any payment, the BIDDER has to submit an invoice to the Employer specifying the amount due. The Employer on receipt of invoice would make all payments to the BIDDER within 45 (Forty-Five) days from the date of receipt in the office of the APSAC. No payment will be released without submission of the necessary Performance Security for the entire project.

The security deposit will be released after the final deployment and successful tests. The payment will be based on the delivery milestones. On successful completion of the milestone the vendor shall submit the deliverables to APSAC for verification. APSAC shall verify the deliverables submitted by the bidder within 7 days of receipt of the same and shall issue acceptance by the competent authority. On successful acceptance of the deliverables, the vendor shall raise invoice to APSAC along with copy of the

acceptance letter of the deliverables issued by APSAC. APSAC shall release the payment as per the payment schedule as early as possible from the date of receipt of the invoice. The payment schedule based on progressive/milestones is described in the following table.

Payment schedule for PM GATI SHAKTI DATA CENTRE

Sl.No.	Milestone	Payment
1.	Mobilization amount against submission in the form of DD for 5% of the total cost.	10% of total cost
2	Software Requirement Specification (SRS) Approval	20% of total cost
3	Supply of Hardware & Software, Creation of centralized database, publishing data, total system integration, final deployment and operationalization of the entire system.	30% of total cost
4	Development of applications/customization Training of PM Gati Shakti project staff & Members of Technical Support Unit.	20% of total cost
5	Successful User Acceptance Test	10% of total cost
6	Commissioning of the Data Centre	10% of total cost

6.5 INTEREST ON DELAYED PAYMENTS

If the Employer has delayed payments beyond forty-five (45) days after the due date without stating the reasons, interest at the prevailing bank rate shall be paid to the BIDDER for each day of delay.

7.0 GOVERNING LAW & ARBITRATION

Both Employer and BIDDER consent to the application of the laws applicable in Arunachal Pradesh State to govern, interpret, and enforce all of Employer's and BIDDER's rights, duties and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

8.0 LIQUIDATED DAMAGES CLAUSE

If setting up of Data Centre is delayed beyond the stipulated time limit subject to force

Majeure clause (or any Supplement accepted by BIDDER pursuant to this Agreement)

- a) The BIDDER shall pay the Employer, as fixed and agreed liquidated damages at the rate of 0.5% of the Contract value per week of delay or part thereof, subject to a maximum of 5% of the Contract value.
- b) In case the BIDDER fails to execute the Contract, the APSAC shall have the right to get the work executed by another Agency in which case the BIDDER shall be liable to pay the additional amount spent by the APSAC over and above the Contract value agreed upon by the BIDDER and in addition 10% extra thereon towards indirect expenses.
- c) In case BIDDER after drawing the payment, fails to execute the balance work under the Contract BIDDER shall refund the payment of Contract value drawn by them together with interest @24% per annum. There upon the condition as specified above shall apply automatically.
- d) In case of default on the part of BIDDER to comply with any terms and conditions of the Contract the (*Head of the APSAC*) at his discretion may forfeit the Security Deposit.

9.0 FAIRNESS AND GOOD FAITH

9.1 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.

9.2 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 maybe 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 dispute subject to arbitration in accordance with Clause GC 10 hereof.

10.0 SETTLEMENT OF DISPUTES

If the parties failed to settle the dispute within the period of 60 days, the aggrieved party may approach the Competent Civil Court of Arunachal Pradesh. The dispute arising out of the decree or order of the Competent Civil Court shall lie in the Gauhati High Court, Itanagar Permanent Bench, Yupia. The decree or order of the Competent Civil Court or the Gauhati High Court, Itanagar Permanent Bench, Yupia, as the case may be, shall be final and binding on the Parties. The parties shall bear their own cost.

11.0 DATA SECURITY

11.1 In the course of providing the Services, the BIDDER shall have to compile, process and store data at the APSAC campus only and no data shall be given outside the APSAC campus. The BIDDER and each of its users and employees designated for this project are responsible for complying with its respective obligations under the applicable data protection laws and regulations in vogue.

11.2 The BIDDER is required to perform or adhere to only those security measures concerning the APSAC data which were in place as of the date on which this Contract comes into force and effect and those made available to it from time to time in accordance with the TOR.

11.3 Control of Databases: The control of the databases of the project will rest with APSAC.

11.4 Deployment of Data Centre/clearing house: The deployment of the Data Centre will be done by BIDDER under the authority of APSAC.

11.5 Intellectual property rights:

The APSAC will have all the IPR for the above mentioned deliverables.

11.6 Documents Prepared by the BIDDER to be the property of the Employer:

All plans, drawings, specifications, designs, reports, other documents and software prepared by the BIDDER for the Employer under this Contract shall become and

remain the property of the Employer, and the BIDDER shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.

11.7 Equipment and Materials Furnished by the Employer: Equipment and materials made available to the BIDDER by the APSAC, or purchased by the BIDDER with funds provided by the APSAC, shall be the property of the APSAC and shall be marked accordingly. Upon termination or expiration of this Contract, the BIDDER shall make available to the APSAC, an inventory of such equipment and materials.

12.0 PATENT INDEMNIFICATION CLAUSE

The BIDDER shall indemnify and keep indemnified the purchaser from and against any and all claims, actions, cost charges and expenses arising from or for infringement of patent rights, copyright and other protected rights of any design, plans, diagrams drawings in respect of the stores supplied by the BIDDER or any of the manufacturing methods or process adopted by the BIDDER for the stores supplied under the Contract. In the event of any claim being made fraction being brought against the purchaser in respect of the matter referred above, the BIDDER shall promptly be notified thereof and he shall at his own expense, conduct all negotiations for settlement of the same and any drawings, plans or diagrams or any manufacturing methods or of patent or any other protected rights and use thereof is at no costs to the latter, the rights to continue using the same or to the extent it is possible to replace the same so as to avoid such infringement and subject to approval by the purchases or modify them so that they become non-infringing but such modifications shall otherwise be to the entire satisfaction of the purchaser. The provision of this clause shall remain effective and binding upon the BIDDER even after the completion, expiration or termination of the Contract.

13.0 MAINTENANCE

BIDDER undertakes, subject to the terms and conditions stated in this agreement and supplement to this agreement for Setting up of a Data Centre.

- (i) To provide and Maintenance services at the location for a period of one year from the date of successful system integration and implementation.
- (ii) To coordinate warranty services for procured equipment for a period of three year.
- (iii) To provide technical assistance to the Employer both before and during installation and warranty period
- (iv) To provide to the Employer on a continual basis all Software updates/releases to the software specified in Schedule here to, as generally available, if any during warranty, free of cost.

14.0 INSTALLATION

14.1 BIDDER is responsible for the installation of the hardware, software, networking components and any other component procured on the advice of the BIDDER under this Agreement. The Employer agrees to permit BIDDER access to the Employer's premises to execute the installation and other obligations specified below.

14.2 The procured items/application software shall be installed in Arunachal Pradesh at the location specified in this Agreement. BIDDER shall coordinate in installing the Equipment procured under this Agreement in accordance with BIDDER specifications provided in the Tender documents.

15. ACCEPTANCE TESTS

15.1 The BIDDER shall prepare in consultation with Employer an Acceptance Test Plan and demonstrate the functionality of the system. On approval of the Employer of the acceptance test plan, it shall be binding on the BIDDER to provide all the technical assistance needed by the Employer to perform Acceptance Test.

15.2 The acceptance test shall begin on the day following the day on which the system is installed, as specified by BIDDER, and shall end after the acceptance tests are completed. The use of Data Centre shall be under the Employer's exclusive

management and control. The Employer is responsible for ensuring the proper use, management and supervision of the Equipment and programs, audit controls, operating methods and office procedures, and for establishing all proper check points necessary for the Employer's intended use of the system. BIDDER shall have no obligations or liabilities for damages caused by the Employer's failure to fulfill any of the Employer's responsibilities.

16. TRAINING

In order to help, use and manage/maintain the complete system, core Staff of PM GATI SHAKTI DATA CENTRE are required to be provided hands-on training of minimum 20 days duration at the APSAC Itanagar campus to independently handle the Data Centre and the available services. The BIDDER will provide training manuals both in hard and softcopies to the Employer.

17.0 WARRANTIES

17.1 BIDDER warrants that System integrated & implemented and application software developed shall be in good working orders on the date of installation, and that it shall conform to Employer's specifications. The warranty period for the System and Software extends for three years beyond the successful integration and implementation of the services and on completion of the acceptance test. The term warranty in this Agreement means the provision of warranty service as described in this Agreement.

17.2 The BIDDER warrants that the design and development and application software developed have been done by use of software packages and tools legally obtained and in the possession of the BIDDER.

17.3 The BIDDER warrants that there are no copyright and other associated violations in the design and development of the application software. The BIDDER will further indemnify the Employer against any third party initiating any legal action alleging violation of the copyright and other associated legal rights.

18.0 DOCUMENTATION

Proper documentation shall be provided both as Hard and Soft Copies including that of Source Code, Technical documents and Training manuals.

19.0 PERIOD OF AGREEMENT

This agreement will remain in force till the said scope of work has been completed in all respects. The time for completion of works under this agreement is fixed as per the Project Execution schedule. In case the work-time limit needs extension, the reasons for the request are to be informed and prior consent is to be obtained from the Employer.

20.0 SECRECY

The technical information, drawings, specifications and related documents furnished by the Employer to the BIDDER and forming part of the Agreement, are the properties of the Employer and shall not be used for any other purpose, except for execution of the Agreement. All rights including rights in the event of grant of patent and registration of designs are reserved. The said technical information, drawings, specifications, records and other documents shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and or duplicated, modified, divulged and or disclosed to a third party or misused in any other form whatsoever without Employer's consent in writing except to the extent required for the execution of this Agreement. This technical information, drawings, specifications and other related documents shall be returned to the Employer with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose. The BIDDER shall be at liberty to use ideas, concepts, knowhow or techniques related to processing system, which may be arising from or derived from the said technical information, drawings, specifications and other related documents forming part of the Agreement.

21.0 PUBLICITY

No Publicity of any kind whatsoever regarding this Agreement shall be given by either party without prior permission of the other party. The Employer and BIDDER acknowledge that they have read this Agreement, understood it and agree to be bound by its terms and conditions. The parties agree that this Agreement, together with any

other applicable Agreements, certifications, amendments and supplements and any exhibits or attachments thereto, referencing this Agreement or expressly made a part hereof that are duly signed by the parties, supersede all proposals or prior Agreements, oral or written and all other communications between the parties relating to the subject matter of this Agreement.

22.0 LIMITATION OF REMEDIES

Subsequent to the acceptance of the system, BIDDER entire liability and the Employer's exclusive remedy shall be as follows:

22.1 In all situations involving performance or non-performance of equipment or programming covered under this Agreement, the Employer's remedy is (1) the adjust or repair of the equipment, or as required by the Employer depending upon the deficiency noticed with respect to performance as per specifications, or corrections of programming errors, or (2) if, after repeated efforts, BIDDER is unable to install the equipment, or a replacement Equipment, in good working order, or to return Equipment to good working order, or to make programming operate, all as warranted, the Employer shall be entitled to recover actual damages to the limits set forth in this Section.

22.2 BIDDER liability for direct damages to the Employer, for any cause whatsoever, and regardless of form of action, shall be limited to the purchase price for the specific Equipment that caused the damages or that are the subject matter of or a directly related to the cause of action.

22.3 In no event shall BIDDER be liable for any damages caused by the Employer's failure to perform the Employer's responsibilities, or for any lost profits or savings or other consequential damages, regardless of the form of action, whether in Contract or in tort, including negligence, even if BIDDER has been advised of the possibility of such damages.

23.0 OTHER TERMS AND CONDITIONS

a. This Agreement is not assignable without the prior written consent of the other Party, which shall not be unreasonably withheld. Except as otherwise provided in this Agreement, any other attempt to assign any of the rights, duties or obligations shall

be void. Any assignment by the Employer shall be subject to the conditions of the Indian import license.

b. BIDDER shall perform the scope of work specified in the tender document including technical design & architecture, ICT infrastructure planning (hardware, networking etc.), software development(customization, application development, data warehousing, data mining, portal etc.), system integration, warranty & post warranty operational maintenance obligations of this Agreement.

c. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign Agreement on behalf of the Employer and of BIDDER, and variations from, or addition to, the terms and conditions of this Agreement in any order or other written notification from the Employer or BIDDER shall be of no effect.

d. Unless otherwise agreed to in writing by BIDDER, resale of equipment and / or programming by the Employer outside of the Employer's enterprise or shipment of equipment and / or programming outside of India terminates BIDDER obligations under this Agreement.

e. It is the intention of the parties that unless the other party receives notice of claim within the said three-year period, the claims shall be deemed to have been waived.

f. The Laws applicable in State of Arunachal Pradesh Government shall govern this Agreement.

g. Supplemental agreements, amendments, terminations etc, any additions, supplements, alterations, amendments etc. to the agreement shall be made as mutually agreed upon. Either party may terminate the agreement by giving one month's notice duly notifying the cause of action for the termination or such termination shall be without prejudice to the right of claiming compensation by either party for the bonafide expenditure already incurred or damages suffered pursuant to the execution to the Contract.

h. Intending tenderers or their authorized representatives will be at liberty to be present at the time of opening of tender on the specified date as given in this Tender Document. If the date fixed for opening of the tender is declared to be a holiday, at a later date the tender will be opened at the same time on the next working day following the holiday or holidays.

i. The Director APSAC reserves the right to choose, accept or reject any or all requests /

offers, in full or part, at any stage, reduce or increase the quantity without assigning any reasons thereof.

j. The Director APSAC further reserves the right to split the order among more than one tenderer if considered necessary. The APSAC will not be responsible for any postal losses or delays in submission of documents. The tender documents are non-transferable.

k. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

l. The Contractor/BIDDER shall notify the Employer/ the Government of Arunachal Pradesh of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

m. Each member/constituent of the Contractor/BIDDER, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Subcontractors under the Contract.

n. The Contractor/BIDDER shall at all times indemnify and keep indemnified the Employer/Government of Arunachal Pradesh against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

o. The Contractor/BIDDER shall at all times indemnify and keep indemnified the Employer/Government of Arunachal Pradesh against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/BIDDER's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/BIDDER.

p. All claims regarding indemnity shall survive the termination or expiry of the Contract.

q. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/BIDDER) for any engagement, service or employment in any capacity in any office or establishment of the Government of Arunachal Pradesh or the Employer.

IN WITNESS WHEREOF, the Employer and Bidder have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Accepted by Bidder for and on behalf of *(the institution floating the RFP)*

Authorized Signature

Name and Title

Seal

Date:

Authorized Signature

Name and Title

Seal

Date:

Witnessed By:

1.

2.

1.

2.

Name and Title

Date:

[signature(s)]

Name and Title

Date:

[signature(s)]

Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text) Number of GC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Contract {1.1(a)}

1.2 The language/s is English.

1.3 The addresses are:

Client: The Director,

Arunachal Pradesh Space Application Centre,
Government of Arunachal Pradesh, Room 106,
1st Floor, Block 1, Civil Secretariat, Itanagar-791111,
Arunachal Pradesh

E-mail:

Bidder:

Attention:

Facsimile:

1.4 {The Member in Charge is [insert name of member]}

Note: If the Bidder consists of a joint venture/consortium/association of more than one entity, the name of the entity whose address is specified in Clause SC1.6 should be inserted here. If the Bidder consists only of one entity, this Clause SC 1.4 should be deleted from the SC.

1.5. The Authorized Representatives are:

For the Client:

For the Bidder:

{2.1}{The Effective Date is [insert date].}

Note: The Effective Date may be specified by reference to conditions of effectiveness of the Contract. If the Contract shall come into effect on the date it is signed, this Clause SC2.1 should be deleted from the SC.

2.2 The date for the commencement of Services is[insert date].

2.3 The time period shall be[insert time period, for e.g.: twelve months].

2.4 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the India by the Bidder or its Personnel or any consortium /collaboration partner or their Personnel, with minimum coverage of [insert amount and currency];
 - (b) Third Party liability insurance, with a minimum coverage of[insert amount and currency];
 - (c) Professional liability insurance, with a minimum coverage of[insert amount and currency];
 - (d) Employer's liability and workers 'compensation insurance in respect of the Personnel of the Bidder and of any collaborators ,in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
 - (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract,(ii)the Bidder's property used in the performance of the Services, and
- (iii) any documents prepared by the Bidder in the performance of the Services. Note: Delete what is not applicable

{3.1(c)}{The other actions are:[insert actions].}

Note: If there are no other actions, delete this Clause SC 3.1(c).

{3.2(b)}Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, maybe used:

{The Bidder shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.}

{The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Bidder.}

{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}

4.1 (a)The amount in local currency is[insert amount].The accounts are: for local

currency:[insert account]

4.2 The interest rate is: 12%

4.3 Disputes shall be settled by arbitration in accordance with the following provisions:

1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty(30)days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [name an appropriate professional body] for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty(60)days of the date of the list,[insert then a me of the same professional body as above]shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Bidder shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30)days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by name an appropriate appointing authority;

(c) If, in a dispute subject to Clause SC 8.21.(b),one Party fails to appoint its arbitrator within thirty(30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the [name the same appointing authority [as in Clause SC 8.2 1.(b)]] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his

function, a substitute shall be appointed in the same manner as the original arbitrator.

3. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Bidder's home country

(a) the country of incorporation of the Bidder[Note: If the Bidder consists of more than one entity, add: or of any of their Members or Parties];or

(b) the country in which the Bidder's*or any of their Members' or Parties'+ principal place of business is located; or

(c) the country of nationality of a majority of the Bidder's* or of any Members 'or Parties'+ shareholders; or

(d) the country of nationality of the Sub-Bidders concerned, where the dispute involves a sub contract.

5. Miscellaneous. In any arbitration proceeding here under:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the Client's country nor the Bidder's country+;

(b) the English language shall be the official language for all purposes; and

(c) the decision of the sole arbitrator or of majority of the arbitrators(or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

APPENDICES
(to be provided by BIDDER)

APPENDIX-A-DESCRIPTION OF SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks/activities, place of performance for different tasks, specific tasks/activities/outcome to be reviewed, tested and approved by "Employer", etc.

APPENDIX B-REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them, dates of submission etc.

APPENDIX C -KEY PERSONNEL (STAFF IN FSCHEDULE)

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

List under:

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work and estimated staff-months for each.

C-2 List of approved Collaborators/Sub-Bidders (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D -TOTAL COST OF SERVICES (Breakdown of contract financial in local currency)

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E-SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

List here the services and facilities to make available to the Bidder by the Employer.

APPENDIX F - BANK GUARANTEE PROFORMA

1. In consideration for the Govt. of Arunachal Pradesh having agreed to exempt(hereinafter called "the Bidder (s)" from the demand, under the terms and conditions of an Agreement dated.....made between and.....for the due fulfillment of the said Service Provider of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees..... , indicate the name of the Bank) at the request of Service Provider do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered would be caused to or suffered by the Government by reasons of any breach of the said Service Provider of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Service Provider of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till... .. that the terms and conditions of the said Agreement have been fully and properly carried

out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the..... guarantee thereafter.

5. We..... further agree with Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Service Provider and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance act or omission on the part of the Government to the said Service Provider or any indulgence by the Government to the said Service Provider or by any such matter or this whatsoever which under the law relating to sureties would, but for this provision, have effect of *sore lie vingus*.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs..... and shall remain in force until Unless a claim or suit under this guarantee is filed with us on or before ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the Bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.

8. We,..... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing. Dated the date of..... 2023 for..... (indicate the name of Bank)

Signature.....
Name of the Officer.....
(in Block Capitals)
Designation of
Code No.....
Name of the Bank and Branch.....