

# REQUEST FOR PROPOSAL (RFP)

FOR

## PROCUREMENT OF HIGH RESOLUTION MULTI-SPECTRAL SATELLITE IMAGERY FOR THE STATE OF ANDHRA PRADESH

**RFP Reference No** : APSAC/RFP/2806083/AP  
**Client** : Andhra Pradesh Space Applications Centre (APSAC)  
**Location & Country** : Vijayawada, Andhra Pradesh, India  
**Project** : Procurement of high resolution satellite data for the  
State of Andhra Pradesh

01<sup>st</sup> May, 2025

## Table of Contents

<b>1. EXECUTIVE SUMMARY .....</b>	<b>6</b>
1.1. <i>Objective .....</i>	<i>6</i>
1.2. <i>Issuer .....</i>	<i>6</i>
1.3. <i>Address for Proposal Submission and Correspondence .....</i>	<i>6</i>
1.4. <i>Key Events, Dates and Important Information.....</i>	<i>7</i>
1.5. <i>Distribution of RFP Document.....</i>	<i>7</i>
<b>2. SCOPE OF WORK AND OTHER SUPPORTING SERVICES.....</b>	<b>8</b>
2.1. <i>Pre-Bid Meeting .....</i>	<i>9</i>
2.2. <i>Amendment of RFP Document.....</i>	<i>9</i>
2.3. <i>Deadline for submission of Bids.....</i>	<i>10</i>
2.4. <i>Period of Validity of Bids.....</i>	<i>10</i>
<b>3. ELIGIBILITY CRITERIA .....</b>	<b>11</b>
3.1. <i>Pre-Qualification Criteria.....</i>	<i>11</i>
3.2. <i>Technical Evaluation Criteria.....</i>	<i>13</i>
3.3. <i>Financial Evaluation Criteria .....</i>	<i>14</i>
<b>4. TECHNICAL SPECIFICATIONS.....</b>	<b>15</b>
<b>5. INSTRUCTIONS TO THE BIDDER(S) .....</b>	<b>16</b>
5.1 <i>Procedure for Submission of Proposals.....</i>	<i>16</i>
5.2 <i>Authentication of Proposal.....</i>	<i>16</i>
i. <i>Documents Comprising the Proposals.....</i>	<i>17</i>
ii. <i>Cost of Bidding .....</i>	<i>17</i>
iii. <i>Language of Proposals .....</i>	<i>17</i>
5.3 <i>Technical Proposal Requirements .....</i>	<i>17</i>
5.4 <i>Financial Proposal Requirements.....</i>	<i>17</i>
5.5 <i>Firm Prices .....</i>	<i>17</i>
5.6 <i>Proposal Currency.....</i>	<i>18</i>
5.7 <i>Bid Security (Earnest Money Deposit) .....</i>	<i>18</i>
5.8 <i>Performance Security.....</i>	<i>19</i>
5.9 <i>Proposal Validity Period .....</i>	<i>19</i>
5.10 <i>Opening of Proposals .....</i>	<i>19</i>
5.11 <i>Evaluation of Technical and Financial Bids .....</i>	<i>20</i>
5.11.1 <i>Evaluation of Technical Proposal.....</i>	<i>21</i>
5.11.2 <i>Evaluation of Financial Proposals.....</i>	<i>21</i>
5.12 <i>Rectification of Errors.....</i>	<i>21</i>
5.13 <i>Contacting the APSAC.....</i>	<i>22</i>
5.14 <i>Rejection Criteria .....</i>	<i>22</i>

a)	Pre- Qualification Rejection Criteria:.....	22
b)	Technical Rejection Criteria: .....	22
c)	Financial Rejection Criteria: .....	23
5.15	Acceptance of the successful Bid and award of contract .....	23
5.16	Procuring entity's right to accept or reject any or all Bids.....	23
6.	GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT .....	24
6.1.	Definitions .....	24
6.2.	Contract Documents .....	25
6.3.	Eligible Goods and Related Services .....	25
6.4.	Service of Notice, Documents & Orders .....	25
6.5.	Scope of Supply .....	25
6.6.	Delivery.....	25
6.7.	Supplier's/ Selected Bidder's Responsibilities .....	26
6.8.	Purchaser's Responsibilities .....	26
6.9.	Rate Contract Price .....	26
6.10.	Recoveries from Supplier/ Selected Bidder .....	26
6.11.	Taxes & Duties .....	26
6.12.	Information and publication of award.....	27
6.13.	Execution of agreement for Rate Contract.....	27
6.14.	Confidentiality .....	27
6.15.	Monitoring of Contract.....	27
6.16.	Specifications and Standards.....	28
6.17.	Packing and Documents .....	28
6.18.	Insurance.....	28
6.19.	Transportation.....	28
6.20.	Inspection .....	29
6.21.	Payments .....	29
6.22.	Liquidated Damages (LD)/Penalty.....	29
6.23.	Settlement of Disputes: .....	29
6.24.	Authenticity of Satellite Product/Data .....	29
6.25.	Warranty .....	30
6.26.	Patent Indemnity .....	30
6.27.	Force Majeure .....	30
6.28.	Termination .....	31
6.28.1.	Termination for Default.....	31
6.28.2.	Termination for Insolvency .....	31
6.29.	Ownership of Equipment /material/Data .....	31
7.	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT .....	32

<b>7.1. <i>Payment Terms and Schedule</i></b> .....	<b>32</b>
<b>7.2. <i>Additional Conditions of the Rate Contract</i></b> .....	<b>33</b>
<b>7.3. <i>Deliverables and Time lines</i></b> : .....	<b>34</b>
<b>8. ANNEXURES:</b> .....	<b>35</b>
<b>Annexure-1: Check list</b> .....	<b>35</b>
<b>Annexure-2: General Information about the Bidder</b> .....	<b>37</b>
<b>Annexure-3: Project Experience Details</b> .....	<b>38</b>
<b>Annexure -4: Format for Response to Tender: Technical Proposal</b> .....	<b>39</b>
<b>Annexure -5: Format for Response to Tender: Financial Proposal</b> .....	<b>41</b>
<b>Annexure -6: Proforma of Bank Guarantee towards Performance Security</b> .....	<b>44</b>
<b>Annexure-7: Self-Declaration {to be filled by the bidder}</b> .....	<b>47</b>
<b>Annexure-8: Bidder’s Authorization Certificate</b> .....	<b>49</b>
<b>Annexure-9: Declaration By Bidder</b> .....	<b>50</b>
<b>Annexure-10: Certificate Of Conformity/ No Deviation</b> .....	<b>51</b>
<b>Annexure-11: Manufacturer’s Authorization Form (MAF)</b> .....	<b>52</b>
<b>Annexure-12: Undertaking On Authenticity Of Satellite Data</b> .....	<b>53</b>
<b>Annexure – 13 : Declaration Regarding Clean Track Record</b> .....	<b>54</b>
<b>Annexure- 14: Draft Agreement Format</b> .....	<b>55</b>

## ABBREVIATIONS

APSAC	Andhra Pradesh Space Applications Centre
CA	Chartered Accountant
Dept.	Department
GOI	Government of India
GoAP	Government of Andhra Pradesh
GST	Goods and Services Tax
INR	Indian Rupee
IN-SPACe	Indian National Space Promotion and Authorisation Centre
ISO	International Organization for Standardization
ISRO	Indian Space Research Organisation
ITE&C	Information Technology, Electronics and Communications
ITR	Income Tax Return
L	Lowest
NRSC	- National Remote Sensing Centre
OEM	Original Equipments Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guaranty
PSUs	Public Sector Undertaking
RFP	Request for Proposal
SOW	Scope of Work
Sq.km	Square Kilometers
UDIN	Unique Document Identification Number

## **1. EXECUTIVE SUMMARY**

Andhra Pradesh Space Applications Centre (APSAC) is the nodal organization for providing Geospatial solutions to all the line departments of Government of Andhra Pradesh (GoAP) under the administrative control of ITE&C department, GoAP. The government of Andhra Pradesh would like to procure very high resolution satellite data for the State of Andhra Pradesh.

As per the requirement of the Government, it is planning to procure one set of very high resolution satellite data for the State of Andhra Pradesh (AP) as per the scope of Supply and Technical Specifications.

In this connection, APSAC intends to select the firm(s) through rate contract who will be responsible for delivery of 50cm or better resolution Satellite data.

### **1.1. Objective**

As per the directions of the Government of Andhra Pradesh, Andhra Pradesh Space Applications Centre (APSAC) would like to procure one set of multispectral Very High Resolution Satellite data, 50cm or better resolution, for the State of Andhra Pradesh. The estimated area is approx. 1,64,000 sq.km.

#### **Invitation to the Proposal:**

The invitation to proposal is for “Procurement of High Resolution Multi-Spectral Satellite Imagery for the State of Andhra Pradesh”.

The Bidders are advised to study this Request of Proposal (RFP) document carefully and submission of bids shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

### **1.2. Issuer**

The Andhra Pradesh Space Applications Centre (APSAC), ITE&C Dept., GoAP, invites bids for Procurement of High Resolution Multi-Spectral Satellite Imagery, as per the scope of the Proposal.

### **1.3. Address for Proposal Submission and Correspondence**

The Vice Chairman,  
Andhra Pradesh Space Applications Centre (APSAC)  
D.No 40-17-1/3,

Labbipeta, M.G.Road,  
Vijayawada – 520010  
Andhra Pradesh, India

#### 1.4. Key Events, Dates and Important Information

Sl. No	Event/Information	Details
1	RFP Reference No.	APSAC/RFP/2806083/AP
2	Tender Publication Details	The tender document can be seen and downloaded from the website <a href="https://apsac.ap.gov.in">https://apsac.ap.gov.in</a>
3	Date of Publishing of Proposals	01 <sup>st</sup> May, 2025
4	Last Date and Time of Receiving Queries	11 <sup>th</sup> May, 2025 before 4:00 PM IST
5	Pre-Bid Meeting	12 <sup>th</sup> May, 2025, 4:00 PM IST
6	Last Date and Time for Submission of Proposals	02 <sup>nd</sup> June, 2025, Before 4:00 PM IST
7	Date and Time of Opening of Technical Proposals	04 <sup>th</sup> June, 2025, Before 4:00 PM IST
8	Date and Time for opening of Financial Proposals	To be notified later only to technically qualified bidders
9	Proposal Validity Period	120 days from the date of submission
10	Bid Security (Earnest Money Deposit)	INR 10,00,000 through DD/BG in favor of APSAC. This is refundable.
11	Performance Bid Security (PBG) Amount	5% of the contract value
12	Application fee	INR.10,000/- (Non refundable)
13	Contact email	<a href="mailto:apsac.itec@gmail.com">apsac.itec@gmail.com</a>
14	Delivery Location	Andhra Pradesh Space Applications Centre (APSAC) D.No. 40-17-1/3 Labbipeta, M.G.Road, Vijayawada – 520010 Andhra Pradesh, India

#### 1.5. Distribution of RFP Document

The bidding document can be downloaded from <https://apsac.ap.gov.in> portal free of cost.

## 2. SCOPE OF WORK AND OTHER SUPPORTING SERVICES

### A. Scope of Work (SOW)

The successful commissioning of the project requires the bidder to supply & timely services with speed and certainty to the APSAC. All the activities performed by the bidder during different phases/stages of the project shall be closely monitored by the designated authority. The bidders are strongly advised to carefully read the Scope of Work below and quote accordingly.

The detailed scope of work for the bidder during the period of contract/engagement would include (but not limited to) the following:

- a) The successful bidder, shall conduct a feasibility study and for communicate the required satellite data acquisition dates and arrange to supply the Satellite Data at the Office of APSAC along with delivery challan as per details mentioned in “Technical Specifications” and “Delivery and Time-Schedule” mentioned in the bid document.
- b) The bidder has to confirm to the correctness of the Imagery with respect to coverage and all the required parameters (Resolution, True Colour, Image Band, Nadir Angle, Cloud %, Vintage etc.) as per the technical specifications.

### B. Support Services Phase

The Support Service period shall commence from the date of issue of Purchase order/ work order as specified in the bidding document. During this period, the bidder shall: -

- a) provide post-delivery support for data quality.
- b) provide a dedicated centralized helpdesk number, email address such that the end- user may report problems, if any, using any of the available methods.

S.No.	Milestone/ Phase	Scope of Work	Deliverables
1.	Pre- Implementation phase	Archived/Fresh data Collection Feasibility Dates	Availability of archived data and submission of strip wise data acquisition dates, for the areas where archived data is not available, and plan.
2.	Implementation phase	Delivery of Satellite Data to APSAC	One set of archived/fresh data
		Acceptance of Data	Checking and acceptance of data by APSAC
		Replacement of Data to APSAC	For the areas where quality is not acceptable. Delivery challans of the data including replaced data.



3.	Support Services phase	Post delivery support for data quality as per the specifications	Post delivery support services report
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**Note:**

1. Selected bidder shall supply Satellite data as per the technical specifications mentioned in the bid document along with the compliance sheet of the bidder and OEM.
2. Bidder shall submit an Imagery Metadata Report describing area of interest, swath, time period, histogram, no. of scenes, RPC, off-nadir angle etc.
3. The APSAC will verify each image scenes with the tender specifications and meta data.
4. The rate quoted by the bidder shall remain valid for a period of two years from the date of Purchase order and may be extended on mutual acceptance on same terms and conditions subject to price fall clause.
5. The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only.
6. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

## **2.1. Pre-Bid Meeting**

The APSAC shall organize a Pre-Bid Meeting virtually on the scheduled date and time. APSAC may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre-Bid Meeting. The decision of the APSAC regarding acceptability of any suggestion shall be final and shall not be called upon to question under any circumstances. The prospective bidders shall submit their questions in writing not later than date and time indicated under section 1.5 above. It may not be possible at the Pre- Bid Meeting to answer questions which are received late. However, prospective Bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective Bidders by way of hosting amendments/clarifications on the website i.e., at <https://apsac.ap.gov.in>. The prospective participants have to inform APSAC on the email id mentioned in Section 1.5 for attending the pre-proposal conference.

## **2.2. Amendment of RFP Document**

At any time before the deadline for submission of proposals, APSAC may, for any reason,

whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding document by amendment. All the amendments made in the document would be published on the website <https://apsac.ap.gov.in>. The Bidders are also advised to visit the website on regular basis for checking necessary updates. APSAC also reserves the right to amend the RFP including the dates mentioned in section 1.5 of this proposal document.

### **2.3. Deadline for submission of Bids**

The Proposal response shall be submitted in hard copy, not later than the date and time specified in Section 1.5 of this document.

### **2.4. Period of Validity of Bids**

- a) Bids submitted by the bidders shall remain valid during the period specified in the bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity(APSAC), in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

### 3. ELIGIBILITY CRITERIA

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

#### 3.1. Pre-Qualification Criteria

Sl. No.	Description	PQ Criteria	Documents required
1	Legal entity	The Bidder should be a Company registered under the Indian Companies Act, 2013/ Authorized partner of the Original Equipment Manufacturer (OEM)/ Principal Satellite Data Provider	Certificate of incorporation/certificate for commencement of business/other relevant documentary proof should be submitted
2	Registration with IN-SPACe	The bidder should registered with IN-SPACe, ISRO, GOI	Copy of registration with IN-SPACe
3	OEM Certification	The bidder should be an authorized Indian distributor/representative of the Original Equipment Manufacturer (OEM)/Principal Satellite Data Provider. The bidder must attach Manufacturing Authorization certificate from OEM for the item to be covered through this tender.	Annexure-11 (OEM Authorization Certificate)
4	Tax Registration	Attested copy of Company's PAN, GST and ITR details	Documentary proofs should be Submitted
5	Financial Turnover	Average Annual Turnover of the bidder during last three financial years from 2022-23, 2023-24 and 2024-25 should be at least 16.0 crores per year (as per the last published audited balance sheets)	Audited Average Annual Turnover Certificate along with Copies of the audited balance sheet of the company showing the same should be Submitted
6	Financial Worth	The net worth of the bidder as on 31/03/2025 should be Positive.	CA Certificate with CA's Registration Number/ Seal with UDIN no.
8	Experience & Technical Capability	The bidder or its OEM for whom the bidder is representing must have experience in supplying Very High Resolution Satellite Imagery and the bidder or its OEM must have successfully completed projects of supplying Archived and Fresh High Resolution Satellite Imagery (better than 50cm) to any GoI/State Govt./PSU in India covering a minimum geographical area of 50,000 sq. km. during the last five years.	1. Self declaration from OEM on OEM Letter head duly verified & signed by OEM (Annexure-12) 2. Work order + Work Completion Certificate from the client (Certified by the Statutory Auditor/CA)
9	Daily data tasking capability	The daily data tasking capability of the OEM constellation of Satellites should be a minimum of 1,00,000 sq. km.	Self declaration from OEM, on OEM Letter head duly verified & signed by OEM

10	ISO Certification s	The bidder should have the ISO 9001: 2015 certifications before the publication of the bid.	Copy of the certificate(s) issued by the Institution signed and stamped by the authorized signatory of the bidder.
11	Office in India	The bidder should have a registered office in India and should be in existence for the last three years	Address, email id, mobile number along with the complete details of the contact person and office. (Address proof document or undertaking)
12	Mandatory Undertaking	<p>Bidder should: -</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the fore going reasons;</p> <p>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p>	A Self Certified letter as per Annexure-8: Self- Declaration
13	Technical functional Specification s	The Product offered should meet all the technical and functional specifications given in the Section 4 - Technical Specifications. Deviations and non-fulfilment to any of the technical and functional specification as per the requirement in the RFP document will attract rejection of the bid document.	<p>1. Declaration of the compliance to the specifications with proper page numbers</p> <p>2. Supporting document should be provided without which the bid will be rejected</p>
15	Clean Track Record	The bidder should not be blacklisted by any Government department/PSUs/Private sector	Self-declaration of the same (Annexure-14)

### 3.2. Technical Evaluation Criteria

Only bidders meeting the above minimum eligibility criteria shall be considered for technical evaluation. The selection of the firm shall be based on the following technical criteria.

Sl. No.	Evaluation Parameter	Marks	Details
1	Past experience of the organization in supply, installation of the Satellite Imagery (50cm or better resolution) to any NRSC/State Govt. / PSU in the last 5 years in India covering a minimum geographical area of 50000 sq. km. (Supply order with bill invoice should be enclosed)	30	Minimum 50,000 sq. km – 10 marks >50,000 sq. km to 1,00,000 sq. km – 20 marks >100,000 sq. km – 30 marks
2	<b>Relevant Number of Satellites:</b> The bidder or its OEM should have the relevant number of High resolution Satellites for 50 cm or better fresh Satellite Imagery as per specification. (Declaration certificate from OEM should be enclosed)	15	Minimum 10 Satellites = 5 11 to 15 Satellites = 10 More than 15 Satellites = 15
3	Financial strength of the bidder	20	Average annual turnover of the last 3 FY: More than 16 Crores = 5 marks More than 16 Crores and less than 30 Crores = 10 marks More than 30 Crores = 20 marks
4	Daily data tasking capability of the OEM constellation of Satellites	15	1,00,000 sq.km = 5 >1,00,000 sq.km. to 5,00,000 sq.km. = 10 >5,00,000 sq. km. = 15
5	Technical compliance of the specification of the equipment as per the requirements in Technical Specification.	20	Marks will be allocated as per the compliance and specifications of the proposed equipment up to a maximum of 20 marks

**\*Note : Minimum qualifying marks is 70 for opening of Financial Proposal**

**Note:**

- a) Technical Bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document and the point system specified above.
- b) The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

**3.3. Financial Evaluation Criteria**

Only for the bidders who are technically qualified as per the minimum passing score of 70 marks. The bidders need to provide the financial proposal as per the items/equipment specified in Section 4: Technical Specifications.

- a) The Financial Bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives;
- b) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- c) Conditional Bids are liable to be rejected;
- d) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- e) The offers shall be evaluated as per the financial evaluation criteria and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order.
- f) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of technical and financial Bids and recommend the most advantageous Bid.
- g) No extra cost/payment will be borne by APSAC other than the amount that is quoted by the bidder in their financial quotation.
- h) The Financial Evaluation will be done on the base price only without the taxes. The base price should be inclusive of any delivery charges, installation charges and other costs as required.

#### 4. TECHNICAL SPECIFICATIONS

Specifications for High Resolution Multi-Spectral Satellite Imagery			
Sl. No	Items	Specifications	Area of Interest
1	High Resolution Multi-Spectral Satellite Imagery	<ol style="list-style-type: none"> <li>1. <b>Resolution:</b> ≤ 50 cm at Nadir.</li> <li>2. <b>Number of Bands:</b> 4 (multi-spectral) Visible (Red, Green &amp; Blue), Near Infra Red</li> <li><b>Imaging Type and Mode:</b> Stacked, Orthorectified &amp; Georeferenced</li> <li>3. <b>Image Quality:</b> Cloud Cover: 0% (cloud free) Bit Depth: 10 bit or higher</li> <li>4. <b>Delivery Format:</b> <ol style="list-style-type: none"> <li>i. Image Format: GeoTIFF</li> <li>ii. Projection &amp; Datum: UTM &amp; WGS84</li> </ol> </li> <li>5. <b>Image Acquisition Date (Fresh tasking):</b> <ol style="list-style-type: none"> <li>i. _____ 2025 onwards</li> <li>ii. One data set for every quarter in a year</li> <li>iii. Minimum difference of data acquisition period for a geo-location is 75 days and maximum is 120 days for each successive data sets.</li> </ol> </li> <li>6. <b>Ground sampling requirements (GSD):</b> ≤ 50 cm at Nadir</li> <li>7. Off Nadir Angle (ONA) of less than 25 degrees of Nadir</li> <li>8. <b>Data Continuity:</b> No gap between the images</li> <li>9. <b>Band Stripping Error:</b> NIL</li> <li>10. <b>Additional Requirements if available,</b></li> <li>11. <b>Ancillary data:</b> Provide metadata, including acquisition parameters and quality reports</li> <li>12. <b>Coverage</b> should be 100%</li> <li>13. <b>Declaration</b> of coverage (for fresh tasking) on OEM or bidder letter head</li> <li>14. <b>Maintenance</b> and Technical Support</li> </ol>	1,64,000 Square Kilometres (Approx).

## 5. INSTRUCTIONS TO THE BIDDER(S)

The bidders are strongly advised to carefully read the bid document and submit the proposal with all required documents mentioned in the document. The proposal shall contain the check list form as mentioned in Annexure-1.

### 5.1 Procedure for Submission of Proposals

**Technical Proposal (Envelope 1):** The documents comprising of the pre-qualification documents and technical documents need to be enclosed in a separate envelope which is properly sealed and inscribed as **“Technical Proposal for Procurement of High Resolution Multi-Spectral Satellite Imagery”**.

**Financial Proposal (Envelope 2):** The documents comprising of the financial proposal need to be enclosed in a separate envelope which is properly sealed and inscribed as **“Financial Proposal for Procurement of High Resolution Multi-Spectral Satellite Imagery”** **Do not open before date and time of opening of financial proposal.**

**Main Envelope:** The technical envelope (envelope 1) and financial envelope (envelope 2) should be put into a single envelope which is properly sealed and marked as **“Proposal for Procurement of High Resolution Multi-Spectral Satellite Imagery”** – Do not open before date and time of opening of technical proposal

The proposal should be submitted to:

The Vice Chairman,  
Andhra Pradesh Space Applications Centre (APSAC)  
D.No 40-17-1/3  
Labbipeta, M.G.Road,  
Vijayawada – 520010

### 5.2 Authentication of Proposal

The response Proposal shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. A letter of authorization shall be supported by a written Power- of-Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialed and stamped by the authorized person or persons signing the Proposal.



i. **Documents Comprising the Proposals**

The Proposal prepared by the Bidder shall comprise the following components. The Proposals not conforming to the requirements shall be summarily rejected.

ii. **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its proposal including cost of presentation for the purposes of clarification of the proposal, if so desired by the APSAC. APSAC will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

iii. **Language of Proposals**

The Proposals prepared by the bidder and all correspondence and documents relating to the proposals exchanged by the bidder and APSAC, shall be written in “English” language.

### **5.3 Technical Proposal Requirements**

The Technical Proposal, besides the other requirements of the Tender, shall comprise the following:

- Annexure 2: General Information about the Bidder
- Annexure 3: Project Experience Details
- Annexure 4: Format for Response to Tender: Technical Proposal
- Annexure 7: Self declaration
- Annexure 13: Declaration Regarding Clean Track Record
- All necessary data sheets and any other documents including product catalogue/brochure
- All supporting documents such as purchase order/supply order, OEM certificate, Registration, experience certificate, relevant no. of satellites of OEM, data tracking capability, etc. The bids will be rejected if bidders do not submit the supporting documents
- Proper page numbering should be done on the documents

### **5.4 Financial Proposal Requirements**

The Financial Proposal, besides the other requirements of the Tender, shall comprise the Filled Bill of Quantity with price quotation

### **5.5 Firm Prices**

Prices quoted in the proposal must be firm and final and shall not be subject to any

upward modifications on any account whatsoever. However, the APSAC reserves the right to negotiate the prices quoted in the proposal to effect downward modification and also may increase or decrease the quantity of the equipment/area.

## **5.6 Proposal Currency**

Prices shall be quoted in Indian Rupees (INR)

## **5.7 Bid Security (Earnest Money Deposit)**

The EMD amount is INR 10,00,000 through DD/BG in favor of APSAC, payable at Vijayawada, Andhra Pradesh. The EMD of the unsuccessful bidder will be returned within 30 days from the issuance of work order to the successful bidder. However, the EMD of the successful bidder will be adjusted against the performance security.

- a) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- b) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- c) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- d) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity (APSAC).
- e) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be credit worthy.
- f) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security
- g) The Bid security taken from a bidder shall be forfeited, if any, in the following cases, namely:-
  1. when the bidder withdraws or modifies its bid after opening of bids;
  2. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  3. when the bidder fails to commence the supply of the goods or service or execute

- work as per supply/ work order within the time specified;
4. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  5. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document
- h) No interest shall be payable on the bid security.
- i) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security
- j) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
1. the expiry of validity of bid security;
  2. the execution of agreement for procurement and performance security is furnished by the successful bidder;
  3. the cancellation of the procurement process; or
  4. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted

## **5.8 Performance Security**

The successful bidder should submit 5% of the contract value as a performance security in the form of a Bank Guarantee valid for a period of 60 days after the completion of the contract period. The Bank Guarantee should be submitted within 7 days from the date of the Purchase Order. The bidder should extend the performance security period as per the requirement.

## **5.9 Proposal Validity Period**

Period of validity of proposals shall remain valid for 120 days after the date of opening of proposals prescribed by the APSAC. A proposal valid for a shorter period (less than 120 days) may be rejected as non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation. The prices of components quoted in the Financial Proposal by the bidder shall remain valid for the project period. Extension of period of validity in exceptional circumstances, APSAC may request the bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing.

## **5.10 Opening of Proposals**

- a) As specified in Section 2.3 of the RFP document, the Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the bid in the

presence of the bidders or their authorized representatives who choose to be present.

- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/cover shall be opened (only for the bidders who have submitted the prescribed fee(s)).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
  - i. bid is accompanied by bidding document fee, bid security or bid securing declaration;
  - ii. bid is valid for the period, specified in the bidding document;
  - iii. bid is unconditional and the bidder has agreed to give the required performance security; and
  - iv. other conditions, as specified in the bidding document are fulfilled.
  - v. any other information which the committee may consider appropriate.
  - vi. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

#### **5.11 Evaluation of Technical and Financial Bids**

- a) The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- b) The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- c) A two - envelope procedure will be adopted for evaluation of bids, with the technical evaluation at first stage and financial evaluation at second stage only for the technically

qualified bidders. The financial bid of non-technically qualified bidders will be returned unopened.

- d) Technical bids will be evaluated as per technical bid evaluation criteria and a technical score will be given to the bidders who comply with the pre-qualification criteria.
  - The Financial bid of only the technically qualified Bidders will be opened and evaluated as per specified criteria.
  - Conditional Proposals are liable to be rejected.
- e) The evaluation process of the Tender, proposed to be adopted by APSAC is indicated under the section 3.2 and 3.3. The purpose of these clauses is only to provide the bidders an idea of the evaluation process that APSAC may adopt. However, APSAC reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.
- f) The Bidder shall be selected through a competitive bidding process. A two-envelope selection process will be adopted in evaluating the bids. In the first stage, a technical evaluation will be carried out. In the second stage, a financial evaluation will be carried out. The L1 (lowest financial quote) agency shall be selected while the L2 agency will be kept in reserve.

#### **5.11.1 Evaluation of Technical Proposal**

Technical Proposal will be evaluated on the basis of parameters mentioned above. Only those bidders whose technical bids score 70 marks or more out of 100 marks shall qualify for further consideration of financial evaluation.

#### **5.11.2 Evaluation of Financial Proposals**

On opening the financial proposals, the Evaluation Committee shall read out the financial proposals to all the technically qualified bidders and note the same. All the financial proposals shall then be ranked according to the financial proposal in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on. In case there is any tie in financial proposals of one or more bidders, the bidder having the higher technical score will be given better ranking. In case the technical scores are also equal, all the technically qualified bidders shall be asked to resubmit the financial proposal. However, in this case, the revised financial proposals should be less than the lowest financial proposal quoted earlier by the technically qualified bidders. L1 will be declared as successful bidder and his offer will be processed further.

#### **5.12 Rectification of Errors**

Arithmetical errors in the financial bids will be rectified on the following basis.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.

Note: In any other case of discrepancy, APSAC reserves the right to pick the value which it considers as beneficial to the Government.

### **5.13 Contacting the APSAC**

No Bidder shall contact APSAC on any matter relating to its bids, from the time of bid opening to the time the Purchase Order is awarded. If the Bidder wishes to bring additional information to the notice of APSAC, it should be done in writing.

### **5.14 Rejection Criteria**

Any effort by a Bidder to influence the APSAC in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid. Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

#### **a) Pre- Qualification Rejection Criteria:**

1. Bids which do not conform to unconditional validity of the bids as prescribed in the Tender.
2. If the information provided by the bidder is found to be incorrect / misleading at any stage / time during the tendering process.
3. Any effort on the part of a bidder to influence the bid evaluation, bid comparison or contract award decisions.
4. Bids received by APSAC after the last date prescribed for receipt of bids
5. Bids without signature of person (s) duly authorized on required pages of the tender document
6. Failure to furnish documentary proofs for information provided as per the requirements in the tender document

#### **b) Technical Rejection Criteria:**

1. Technical bids/proposal containing financial details.
2. Revelation of prices in any form or by any reason before opening the financial proposal
3. Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the tender document in every respect
4. Failure to furnish proofs for information provided

5. Bidders not complying with the technical specifications and general terms and conditions as stated in the RFP document other than the deviations
6. If the bid does not confirm to the timelines indicated in the proposal

**c) Financial Rejection Criteria:**

1. Incomplete price bid
2. Financial currency is not in INR
3. Price bid that does not conform to the tender's price proposal format

**5.15 Acceptance of the successful Bid and award of contract**

The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, for decision.

**5.16 Procuring entity's right to accept or reject any or all Bids**

The Procuring entity (APSAC) reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

- a) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- b) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- c) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- d) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- e) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- f) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the

contract with the successful bidder is signed and its performance security is obtained.

## **6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

Bidders should read these conditions carefully and comply strictly while sending their bids.

### **6.1. Definitions**

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:-

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments there to.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and /or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity (APSAC) purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "The Site," where applicable, means the designated project place(s) named in the bidding document

**Note:** The bidder shall be deemed to have carefully examined the conditions, specifications etc., of the products to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get



clarifications.

## **6.2. Contract Documents**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## **6.3. Eligible Goods and Related Services**

- a) For purposes of this Clause, the term “goods” includes supply of Satellite data from the bidder/OEM/Satellite operator and “related services” includes services such as post-delivery support services including replacement.
- b) All products quoted by the successful/ selected bidder must be associated with specific product/make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one product/make/ model against the respective item.
- c) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years.
- d) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

## **6.4. Service of Notice, Documents & Orders**

A notice, document or order shall be deemed to be observed on any individual by-

- a) delivering it to the person personally; or
- b) sending it by post to the address of the place of office, or through email.

## **6.5. Scope of Supply**

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

## **6.6. Delivery**

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the APSAC, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/Selected Bidder shall arrange to supply the ordered materials/ system as per

specifications within the specified delivery/ completion period at the premises of the department.

#### **6.7. Supplier's/ Selected Bidder's Responsibilities**

- a) Selected Bidder / Satellite Imagery Provider should supply very high resolution satellite imagery as per the Technical Specifications sheet mentioned in the bid document.
- b) Selected bidder has to confirm to the correctness with respect to coverage and file format and if it is not so, then it must be replaced within forty five days. The selected bidder will be solely liable for any legality and any such deviation will lead to disqualification of the contract.
- c) In case of defects/ discrepancies found in the Satellite Data during data analysis, the data should be replaced with new data sets without any defects and discrepancies as per the technical specifications within 30 days.

#### **6.8. Purchaser's Responsibilities**

- a) The Andhra Pradesh Space Applications Centre (APSAC) will provide Area of Interest boundary to the selected Bidder / Satellite Imagery Provider for supply of High-Resolution Satellite Imagery along with the purchase order.
- b) The APSAC will also provide the FTP Server Path in case bidder likes to supply the satellite data through FTP server.
- c) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to provide the required documentation to the Supplier/Selected Bidder in this regard.
- d) APSAC reserves the rights to increase or decrease the area requirements during the contract period of this assignment.

#### **6.9. Rate Contract Price**

Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder.

#### **6.10. Recoveries from Supplier/ Selected Bidder**

- a) Recoveries of liquidated damages, short supply, rejected products shall ordinarily be made from bills.
- b) Amount may also be withheld to the extent of short supply, incorrect / rejected data and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c) In case, recovery is not possible recourse will be taken under applicable Act or any other law in force.

#### **6.11. Taxes & Duties**

- a) The taxes if applicable shall be deducted at source from the payment to the Supplier/ Selected Bidder as per the law in force at the time of execution of contract.

- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) Revision of taxes, if any and as applicable, shall be handled by the selected bidder only.

#### **6.12. Information and publication of award**

Information of award of contract shall be communicated to all participating bidders OR published on the respective website(s) as specified in Section 1.6.

#### **6.13. Execution of agreement for Rate Contract**

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who has been selected for Rate Contract, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity (APSAC) shall take action against the successful bidder as per the provisions of the bidding document. The procuring entity may, in such case, cancel the rate contract with the bidder and may debar the bidder to participate in any future bids.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Andhra Pradesh only.

#### **6.14. Confidentiality**

- a) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person authorized to have access to such information.
- b) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of any information related to the bid.
- c) The Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the APSAC hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the APSAC hereto in connection with the Contract.
- d) The Supplier/ Selected Bidder shall not use any documents, data, and other information received from the APSAC for any purposes unrelated to the Contract.

#### **6.15. Monitoring of Contract**

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by APSAC to monitor the progress of the contract during its delivery period.

- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery as per the timelines mentioned in the bid.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract.
- e) The selected bidder shall not assign nor sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

#### **6.16. Specifications and Standards**

- a) All products supplied shall strictly conform to the specifications/certifications/standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the product supplied, conform to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by Purchaser and shall be treated in accordance with the general conditions of the contract.

#### **6.17. Packing and Documents**

- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

#### **6.18. Insurance**

- a) The goods will be delivered at the destination in perfect condition. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the APSAC in perfect condition.

#### **6.19. Transportation**

The supplier/ selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the APSAC. No extra cost on such account shall be admissible.

## 6.20. Inspection

- a) Supplies when received will be subject to inspection and verification to ensure whether they conform to the specifications. The product will be accepted only when the articles/ data conform to the standard of prescribed specifications as a result of verification.
- b) The APSAC will verify each satellite image scene and meta data as per the technical specifications of the bid.

## 6.21. Payments

Payment shall be made only when verification of product has been carried out, conforming to the prescribed specifications.

## 6.22. Liquidated Damages (LD)/Penalty

- a) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ items which the bidder has failed to supply/ install/complete:-

Sl.N o.	Condition	LD %
1.	Delay up to one fourth period of the prescribed period of completion of work	2.5 %
2.	Delay exceeding one fourth but not exceeding half of the prescribed period of completion of work	5.0 %
3.	Delay exceeding half but not exceeding three fourth of the prescribed period of completion of work	7.5 %
4.	Delay exceeding three fourth of the prescribed period of delivery and completion of work	10.0 %

- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
- f) Bidders must make their own arrangements to obtain import license, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the APSAC.

## 6.23. Settlement of Disputes:

- a) If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Chairman of APSAC / the Secretary, ITE&C department, GoAP. The decision the Chairman of APSAC / the Secretary, ITE&C department, GoAP is final.
- b) All legal proceedings, if necessary arise to institute may by any of the parties shall have to be lodged in courts situated in Vijayawada, Andhra Pradesh and not elsewhere.

## 6.24. Authenticity of Satellite Product/Data

- a) The selected bidder shall certify that the supplied data are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from any defects.
- b) If during the contract period, the said goods be discovered counterfeit/unauthentic or not to conform to the description and quality aforesaid, the decision of the APSAC will be final and conclusive. Notwithstanding

the fact that the APSAC / purchaser may have inspected and/or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by APSAC, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained.

- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of this clause of the contract.

#### **6.25. Warranty**

- a) At the time of delivery, the bidders shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the products/goods have also been preliminary inspected at its end and the data is covered under post-delivery support/warranty for the prescribed period of two years.
- b) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously replace the defective products thereof with the authentic ones having similar or higher specifications from the respective OEM, at no additional costs to the purchaser.
- c) If having been notified, the selected bidder fails to replace within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- d) During the post-delivery/warranty period, the bidder shall also be responsible to ensure timely availability of data needed for replacing the supplied products.

#### **6.26. Patent Indemnity**

The supplier/ selected bidder shall, subject to the APSAC's compliance, indemnify and hold harmless the APSAC and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the APSAC may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract.

#### **6.27. Force Majeure**

- a. If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the APSAC in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by APSAC, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- b. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- c. In case a Force Majeure situation occurs with the APSAC, the APSAC may take the case with the supplier/ selected bidder on similar lines.

## **6.28. Termination**

### **6.28.1. Termination for Default**

- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part:-
  - a. If the supplier/ selected bidder fails to deliver any or all quantities of the goods/ service within the time period specified in the contract, or any extension thereof granted by department; or
  - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - c. If the supplier/ selected bidder, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d. If the supplier/selected bidder commits breach of any condition of the contract.
- ii. If department terminates the contract in whole or in part, amount of PSD may be forfeited.

### **6.28.2. Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/selected bidder, provided that such termination will not prejudice or affect any right to action or remedy that has accrued or will accrue thereafter to the department.

## **6.29. Ownership of Equipment /material/Data**

The APSAC shall own all the equipment, material, Licenses and any solution supplied by the Bidder arising out of or in connection with this Contract.

## **7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

### **7.1. Payment Terms and Schedule**

Payment schedule - Payments to the bidder, after successful completion of the specified project deliverables & related services as per SoW and Technical Specifications, would be made as under:

<b>S.No</b>	<b>Milestone</b>	<b>Time lines</b>	<b>Deliverables</b>	<b>Payable Amount</b>
1.	Successful Delivery of archived Satellite Data for the State of Andhra Pradesh.	30 days from the date of Purchase order	Delivery of satellite data as per the technical specifications and timelines	60% of the value of product delivered.
2.	Successful Delivery of Fresh Satellite Data for the areas where the archived data is not available	120 days from the date of Purchase order	Delivery of satellite data as per the technical specifications and timelines	60% of the value of product delivered.
3.	Quality check and Acceptance of Satellite Data	45 days from the date of delivery	Quality check and Acceptance Reports by APSAC	30% on Product value
		30 days from the date of replacement of data	Quality check and Acceptance Reports by APSAC	Balance amount, after necessary deductions, if any
4.	Post Delivery Support Services	From the date of issue of purchase order to till the receipt of data as per specifications	SLA Compliance Report/ Satisfactory report by the officer/ committee for this purpose.	Return of Performance Security after necessary deductions, if any

#### **Note:**

- 1) Archived data – data available for the period of 3 months before the date of purchase order.
- 2) Fresh data – data acquired upto 120 days after the date of purchase order.
- 3) Penalty as per the RFP terms and conditions will be calculated and adjusted from the bill.
- 4) All payments to successful bidder will be made subject to deduction of TDS (Tax deduction at Source) as per the Act, applicable penalty and other taxes, if any, as per



Government of India rules.

- 5) If there is any deficiency in the performance of contractual obligations on the part of the Bidder, the Bidder shall be liable for imposition of appropriate penalties as specified in the RFP and APSAC shall be entitled to deduct such penalties at source while making payment to the Bidder for the services provided as mentioned & forfeit the guarantee submitted (if required)
- a) Any liquidated damages/ penalties, as applicable, for delay and non-performance, damaged product as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
  - b) Payment process will be initiated after the quality verification of Satellite data received.
  - c) The supplier's/ selected bidder's request for payment shall be made to the purchaser/APSAC in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
  - d) Due payments shall be made promptly by the purchaser/APSAC, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, subject to quality of data, and successful execution of work to the satisfaction of the purchaser.
  - e) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
  - f) All remittance charges will be borne by the supplier/ selected bidder.
  - g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

## **7.2. Additional Conditions of the Rate Contract**

- a) The area mentioned in the Bid is indicative/ approx. and shall only be used for the purpose of financial bid evaluation which can be increased & decreased by the procuring entity and the payments shall be made as per actual data supplied on per sq.km. rate contract basis. No minimum quantity is guaranteed in rate contract.
- b) As per the project requirements, from time to time, the Purchaser/APSAC shall issue work order to the successful bidder(s) for delivery of Satellite Data, however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from the APSAC. The department shall have the rights to purchase the data products in whole lot or part, as the case may be.

- c) The work order shall specify the area of interest of Satellite Data to be supplied and delivery schedule.
- d) Price Validity:- The quoted price will remain valid and unchanged during the entire contract period.
- e) Rate contracts may be entered with more than one bidder as parallel rate contracts in the order of their standing in final evaluation, by giving them counter offer of prices of the most advantageous bidder, in order to secure prompt delivery of goods or services or execution of works, if the quantity of the subject matter of procurement required is beyond the capacity of the lowest bidder or the subject matter of procurement is of critical or vital nature.
- f) After receiving the work order, the bidder shall be responsible to deposit the requisite Performance Security Deposit (PSD) within the prescribed time period as specified in each work order.

### **7.3. Deliverables and Time lines:**

1. Delivery of satellite data for the State of Andhra Pradesh as per the technical specifications and time lines mentioned in the bid document.
2. Archived satellite data shall be supplied within 30 days from the date of receipt of purchase order
3. Fresh satellite data, for areas where archived data is not available, shall be supplied within 120 days from the date of receipt of purchase order.

## 8. ANNEXURES:

### Annexure-1: Check list

The bidder has to submit the check list along with the bid documents mentioned:-

S. No.	Basic Requirement	Specific Requirements	Documents Required	Page No.
1.	Fees	Application Fees of Rs.10,000/- (Non-refundable)	Copy of the DD/Bankers Cheque from a scheduled bank in favor of APSAC, Vijayawada. DD No: Bank Name: Date:	
		Bid Security Rs.10,00,000/- (Rupees – Ten Lakhs)	Copy of the DD/Bankers Cheque from a scheduled bank in favor of APSAC, Vijayawada.  DD No: Bank Name: Date:	
2.	Legal Entity	As per the bid document	Certificate of Registration, Certificate of Incorporation, etc.	
3.	Registration Certification with IN-SPACE	The bidder should necessarily be Indian entity only registered with IN-SPACE	Copy of registration	
4.	OEM Certification	The bidder should be an authorized Indian distributor/representative of the Original Equipment Manufacturer (OEM)/Principal Satellite Data Provider.	Annexure-11 (OEM Authorization Certificate)	
5.	Financial: Turnover	Average Annual Turnover of the bidder during last three financial years from 2022-23, 2023-24 and 2024-25 should be at least 16.0 crores per year (as per the last published audited balance sheets)	Audited Average Annual Turnover Certificate along with Copies of the audited balance sheet of the company.  CA Certificate with CA's Registration Number/ Seal (Annexure-5 &6)	
6.	Financial Net Worth	The net worth of the bidder and OEM as on 31/03/2025 should be Positive.	CA Certificate with CA's Registration Number/ Seal	
7.	Tax Registration	The bidder should have a registered number of . GSTIN where his business is located . Income Tax / Pan number.	Copy of Certificate Of Registration, Copy of PAN	
8.	Experience & Technical Capability	The bidder or its OEM for whom the bidder is representing must have experience in supplying Very High Resolution Satellite Imagery and the bidder or its OEM must have successfully completed projects of supplying Archived and Fresh High Resolution Satellite Imagery	3. Self declaration from OEM on OEM Letter head duly verified & signed by OEM (Annexure-3 & 4)	

		(better than 50cm) to any GoI/State Govt./PSU in India covering a minimum geographical area of 50,000 sq. km. during the last five years.	4. Work order + Work Completion Certificate from the client (Certified by the Statutory Auditor/CA)	
<b>9.</b>	<b>General Information about the bidder</b>		As per Annexure-2	
<b>10.</b>	Self Declaration (Mandatory undertaking)		As per Annexure-7	
<b>11</b>	Bidder Authorization Certificate		As per Annexure-8	
<b>12</b>	Declaration certificate - <b>Relevant Number of Satellites owned by OEM</b>		Self Declaration by OEM (Annexure-9)	
<b>13</b>	Daily data tasking capability of the OEM (Constellation of Satellites)		Self Declaration by OEM	
<b>14</b>	Certificate of Conformity/ No Deviation		As per Annexure-10	
<b>15</b>	Undertaking on Authenticity of Satellite Product		As per Annexure-12	
<b>16</b>	Declaration regarding clean track record		As per Annexure-13	
<b>17</b>	OEM details with complete address and contact number		Self declaration	

## Annexure-2: General Information about the Bidder

Details of the Bidder (Company)				
1	Name of the Bidder			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company	Date:		
		Ref. #		
5	Details of Commencement of Business	Date:		
		Ref. #		
6	Valid Goods and Service Tax (GST) registration no.			
7	Permanent Account Number (PAN)			
8	Name & Designation of the contact person to whom all references shall be made regarding this tender			
9	Telephone No. (with STD Code)			
10	E-Mail of the contact person:			
11	Fax No. (with STD Code)			
12	Website			
13	Financial Details (as per audited Balance Sheets) (in crores INR)			
14	Year	2022-2023	2023-2024	2024-2025
15	Net Worth			
16	Turn Over in INR			

### Annexure-3: Project Experience Details

Sl. No.	Item	Details
<b>General Information</b>		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the project	
<b>Brief description of scope of project</b>		
<b>Size of the project</b>		
3	Contract Value of the project (in crore INR)	
4	Please provide copies of Work Order or Certificate of Completion for the completed projects.	

(Signature of the Bidder)

Name:

Designation:

Seal Date:

Business Address:

## **Annexure -4: Format for Response to Tender: Technical Proposal**

To

.....,

.....,

.....,

.....,

Sir,

Subject: Engagement of an Agency for Procurement of High Resolution Multi-Spectral Satellite Imagery -reg.

Reference: RFP No:<RFP Reference Number>Dated <dd/mm/yyyy>

\*\*\*

We, the undersigned Bidder, having read and examined the content of the Tender/RFP document in detail, do hereby propose to provide the services as specified in the Tender document number <Tender Reference Number>Dated <dd/mm/yyyy>along with the following:

### **1. Deviations**

We declare that all the services shall be performed strictly in accordance with the Tender/RFP document except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our Tender/RFP:

- Statement of Deviations from Tender Terms and Conditions is as specified in General Terms and Conditions

Further, we agree that additional conditions or assumptions, if any, found in the Tender/RFP documents other than those stated in deviation schedule shall not be given effect to.

### **2. Contract Performance Guarantee Bond**

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed in the RFP.

### **3. Proposal Validity Period**

We agree to abide by this Proposal for a period of 120 days after the date fixed for Proposal opening or for any further period for which Proposal validity has been extended and it shall remain binding upon us and Proposal may be accepted at any time before the expiration of that period.

We hereby declare that our Proposal is made in good faith, without collusion or fraud and the

information contained in the Proposal is true and correct to the best of our knowledge and belief.

We understand that our Proposal is binding on us and that you are not bound to accept a Proposal you receive.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Seal Date:

Business Address:



**Annexure -5: Format for Response to Tender: Financial Proposal**  
**{to be submitted by the bidder on his Letter head}**

To,

-----

Reference: Bid No.:

Dated:

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards/ Penalties and timelines in the said bidding document.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 120 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written  
Page **41** of **58**

acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

### **Financial Bid Format**

Sl. No.	Description	Total Price without taxes	GST	Total Price (INR) inclusive of all taxes and duties
1	Per sq. km. rate of 50cm GSD or Better, Archived multispectral satellite imagery			
2	Per sq. km. rate of 50cm GSD or Better, Fresh multispectral satellite imagery			

**Note:** APSAC will not bear any additional cost than what is quoted in the financial quotation

## **Annexure -6: Proforma of Bank Guarantee towards Performance Security**

To,

The

1. In consideration of the Andhra Pradesh Space Applications Centre(hereinafter called "Purchaser") having agreed to exempt M/s\_\_\_\_\_ (here in after called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated \_\_\_\_\_ made between The Andhra Pradesh Space Applications Centre through ..... and \_\_\_\_\_ (Contractor) for the work (herein after called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees only), we, \_\_\_\_\_ (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay to the Andhra Pradesh Space Applications Centre an amount not exceeding Rs \_\_\_\_\_ (Rupees only) on demand.
2. We.....(Indicate the name of Bank),do hereby undertake to pay Rs \_\_\_\_\_ (Rupees only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the Andhra Pradesh space Applications Centre(APSAC). Any such demand made on the bank by the Andhra Pradesh Space Applications Centre shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Andhra Pradesh Space Applications Centre and We. (Indicate the name of Bank), bound ourselves with all directions given by Andhra Pradesh Space Applications Centre regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs\_\_\_\_\_ (Rupees only).
3. We (indicate the name of Bank), undertake to pay to the Andhra Pradesh Space Applications Centre any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We \_\_\_\_\_ (indicate the name of Bank) further agree that the performance guarantee here in contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of Andhra Pradesh Space Applications Centre under or by virtue of the said Agreement have

been fully paid and its claims satisfied or discharged or till the Andhra Pradesh Space Applications Centre certifies 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.

5. We------(indicate the name of Bank) further agree with the Andhra Pradesh Space Applications Centre that the Andhra Pradesh Space Applications Centre 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 or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Andhra Pradesh Space Applications Centre against the said Contractor(s) and forbear 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 Contractor(s) or for any forbearance, act or omission on the part of the APSAC or any indulgence by the Andhra Pradesh Space Applications Centre to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Andhra Pradesh Space Applications Centre in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Andhra Pradesh Space Applications Centre (APSAC). Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs (Rupees only).
9. It shall not be necessary for the Andhra Pradesh Space Applications Centre to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Andhra Pradesh Space Applications Centre may have obtained or obtain from the contractor.
10. We ..... (indicate the name of Bank) verify that we have a branch at Vijayawada, AP. We undertake that this Bank Guarantee shall be payable at any of its branch at Vijayawada. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of    For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation) Bank's Seal

## **Annexure-7: Self-Declaration {to be filled by the bidder}**

To,

{Procuring entity},

\_\_\_\_\_

In response to the bid Ref. No. dated for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_, I/ We hereby declare that presently our Company/firm \_\_\_\_\_, at the time of bidding:-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise

disqualified pursuant to debarment proceedings;

- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by APSAC, GoAP, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: - Authorized Signatory: Seal of the Organization:-

Date \_\_\_\_\_ Place:\_\_\_\_\_

---



## **Annexure-8: Bidder's Authorization Certificate**

**{to be filled by the bidder}**

To,

{Procuring entity},

\_\_\_\_\_

\_\_\_\_\_

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with RFP reference No.\_\_\_\_dated\_\_\_\_\_. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Yours faithfully,

Name of the Bidder:-

Verified Signature:

Authorized Signatory: -

Seal of the Organization: - Date: Place:

**Annexure-9: Declaration By Bidder**  
**{to be signed by selected bidder}**

I/We declare that I am/ we are /Manufacturers /Satellite Operator/ Sole distributor/  
Authorized dealer in the goods for which/ We have quoted.

If this declaration is found to be incorrect then without prejudice to any other action  
that may be taken, my/our security may be forfeited in full and the bid, if any, to the extent  
accepted may be cancelled.

Name of the Bidder: - Authorized Signatory: - Seal of the Organization: - Date:

Place:

**Annexure-10: Certificate Of Conformity/ No Deviation**  
**{to be filled by the bidder}**

To,

{APSAC,}

\_\_\_\_\_

**CERTIFICATE**

This is to certify that, the specifications of Satellite Product which I/We have mentioned in the Technical bid, and which I/We shall supply if I/We am/are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications. Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations. I/We also certify that the price I/we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: - Authorized Signatory: - Seal of the Organization: -

Date: Place:

## **Annexure-11: Manufacturer's Authorization Form (MAF)**

{to be filled by the OEMs }  
(Indicative Format)

To,

{Procuring Entity},

\_\_\_\_\_

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference: RFP Ref.No \_\_\_\_\_dated\_\_\_\_\_

Bidder,

We {name and address of the OEM} who are established and reputed original product manufacturers (OEMs)/Satellite Operator having factories at {addresses of manufacturing location} do hereby authorize {M/s \_\_\_\_\_} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/Software manufactured/ Satellite data by us:-  
{OEM /Satellite Operator will mention the details of all the proposed product(s) with their make/ model.}

We undertake to provide OEM Warranty & Support for the offered Satellite Product, as mentioned in the bidding document.

We hereby confirm that the offered Satellite Product is not likely to be declared as End- of- Sale within next 3 months from the last date of bid submission.

We hereby confirm that the offered Satellite Product is not likely to be declared as End - of-Service/ Support within next 2 years from the last date of bid submission.

Yours faithfully,

For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)

Name, Designation & Contact No.: Address:

Seal:

## **Annexure-12: Undertaking On Authenticity Of Satellite Data**

{to be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,

{Procuring Entity},

\_\_\_\_\_

Reference: RFP No.:\_\_\_\_\_Dated:\_\_\_\_\_

This has reference to the items being supplied/ quoted to you vide bid ref.no.\_\_\_\_dated\_

We hereby undertake that Satellite Data shall be genuine and original from respective OEMs of the products and that no refurbished/ duplicate/ second hand products are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name and logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery already billed, we agree to take back the product already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory Name:

Designation:

## **Annexure – 13 : Declaration Regarding Clean Track Record**

To

.....,

.....,

.....,

.....,

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No.\_] regarding Engagement of an Agency for Procurement of High Resolution Multi-Spectral Satellite Imagery. I hereby declare that my company has not been debarred/black listed by any Government/Semi-Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name :

Designation:

Seal Date:

Business Address:

## **Annexure- 14: Draft Agreement Format**

**{to be mutually signed by selected bidder and procuring entity}**

This Contract is made and entered into on this\_\_\_\_\_day of\_\_\_\_\_, 2025 by and between Andhra Pradesh Space Applications Centre (APSAC), ITE&C Department, GoAP, having its head office at MG.Road, Labbipet, Vijayawada (here in after referred to as Purchaser/APSAC) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s\_\_\_\_\_, a company registered under\_\_\_\_\_with its registered office at\_\_\_\_\_(herein after referred as the “Successful Bidder/Supplier”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated\_\_\_\_\_of <RFP No \_\_\_\_\_>.

And whereas

The supplier represents that It has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. \_\_\_\_\_dated\_\_\_\_\_, on which M/s\_\_\_\_\_has given their acceptance vide their Letter No.\_\_\_\_\_dated\_\_\_\_\_.

And whereas

The supplier has deposited a sum of Rs.\_\_\_\_/-(Rupees\_\_\_\_\_) in the form of ref no. \_\_\_\_\_dated\_\_\_\_\_of Bank and valid up to as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The Bid Ref. No.\_\_\_\_\_dated \_\_\_\_\_and RFP document dated \_\_\_\_\_issued by Andhra Pradesh Space Applications Centre along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by APSAC (Department) to M/s \_\_\_\_\_at the rates set forth in the work order no., \_\_\_\_\_will duly supply the said articles/ data as per the technical specifications mentioned in the Bid and provide related services in the manner set forth in the RFP, along with its enclosures/annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The APSAC do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the APSAC will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, Supply of Satellite data, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. \_\_\_\_\_and completed by supplier with in the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/works which supplier has failed to supply/ install/ complete:-



a)	Delay up to one fourth period of the prescribed period of completion of work	2.5%
b)	Delay exceeding one fourth but not exceeding half of the prescribed period of completion of work	5.0%
c)	Delay exceeding half but not exceeding three fourth of the prescribed period of completion of work	7.5%
d)	Delay exceeding three fourth of the prescribed period of delivery and completion of work	10.0%

Note:

- a) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
  - b) The maximum amount of liquidated damages shall be 10% of the contract value.
  - c) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - d) Delivery period may be extended with or without liquidated damages.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed By:

Signed By:

(\_\_\_\_\_)

Designation:, Company:

Vice Chairman, APSAC

*In the presence of:*

*In the presence of:*

(\_\_\_\_\_) Designation: Company:

(\_\_\_\_\_) Designation:

Vice Chairman, APSAC

(\_\_\_\_\_) Designation: Company:

(\_\_\_\_\_) Designation:

Vice Chairman, APSAC