

**REQUEST FOR PROPOSAL  
(ONLY THROUGH E-TENDERING MODE)**

**For**

**Engagement of Service Provider for End-to-End Digitization**

In Department of Agricultural Marketing, Government of Andhra Pradesh

**RFP NO. – SE(AM)AP/GNT/Ep/06/2022-23, Dt. 24-06-2023**



**DEPARTMENT OF AGRICULTURAL MAREKTING**

**GOVERNMENT OF ANDHRA PRADESH**

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correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail. ....	37
c. DOAM may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. ....	37
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## Engagement of Service Provider for End-to-End Digitization

### 1. Invitation for Competitive Bidding

1.1 Department of Agricultural Marketing (DOAM) is inviting proposals from interested IT Companies for End-to-End digitization of departmental activities.

1.2 Time schedule of various tender related events:

RFP Ref. No	SE(AM)AP/GNT/Ep/06/2022-23, Dt. 24-06-2023
Bid calling date	24-06-2023
Document Downloaded date in <a href="https://tender.apecurement.gov.in">https://tender.apecurement.gov.in</a>	26-06-2023 at 3pm
Last date of Queries submission to <a href="mailto:seamapse@gmail.com">seamapse@gmail.com</a>	03-07-2023 Before @5:30 PM
Pre-bid Meeting	04-07-2023, 12:30PM at O/o DoAM
Bid Closing date and time	11-07-2023, 3.00 PM
Technical Bid opening date/time	11-07-2023, 3.30 PM
Presentation of participants	Will be intimated later.
Bid Document Fee (Non-Refundable)	Bid Processing fee of Rs.10,000/- through online payment in favour of Superintending Engineer (AM)Guntur of SBI Ac.No.62348334211, IFS Code.SBIN0020715 through RTGS or NEFT only and same shall be uploaded.
EMD Security Deposit (Refundable)	Rs.5,00,000/- (Rupees Five Lakhs only) should be paid in online only.

1.3 Interested firms can visit our website: <http://market.ap.nic.in> or <https://tender.apecurement.gov.in>

1.4 The tender to be submitted via online on e-Procurement Website <https://tender.apecurement.gov.in>

## 2. Pre-Qualification Criteria

### 2.1. Eligibility Criteria

S. No	Particulars/ parameters	Documents to be submitted (Please read the Note at the end of Table)
1	<p>The Bidder should be a Company registered under the Indian Companies Act and shall be primarily in the business of providing Information Technology Software Development/IT Solution Implementation Services.</p> <p>The Company should have been in business for the last three financial years as on 31st March 2023.</p> <p>No Consortium is allowed.</p>	Certificate of Incorporation to be enclosed.
2	The bidder should have Minimum average annual turnover of at least Rs.10.00 Crores in any of the three financial years in the last five years from IT/ITES services.	The bidder should submit audited financial statements <b>or</b> auditor certificate of revenue position for last three financial years wherever applicable.
3	Bidder should have positive net worth as on 31st March 2023.	The bidder should submit audited financial statements <b>or</b> auditor certificate of revenue position for last three financial years wherever applicable.
4	<p>Bidder should have at least one office with GST Registration in any of the 26 districts of AP.</p> <ul style="list-style-type: none"> <li>All project related Billing/Invoice should be done from offices located in AP only.</li> <li>In case, Bidder does not have office in AP as on bid submission date, should submit an undertaking in Pre-qualification bid, to open the office in AP and register for AP GST.</li> <li>All Invoices should be raised with APGST Number only.</li> </ul>	Copy of AP GST Registration Certificate <b>or</b> Undertaking to open office in AP with GST Registration
5	The bidder should submit/give declaration stating that they are not debarred/blacklisted by any State Government, Central Government, Central & State Govt. Undertakings /enterprises/Organizations and by any other Quasi Government bodies/Organizations in India for non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices.	Self declaration in the format provided in this document.

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	If the bidder is debarred/ blacklisted as mentioned above, such bidder becomes ineligible to participate in the bidding process. In case of any concealing of information relating to blacklisting or pending of cases as mentioned above or submission of fake information/fake documents, Department reserves the right to cancel the work order/contract allotted, apart from forfeiting EMD/PBG. Department of Agricultural Marketing reserves the right further to take penal action on the bidder.	
<b>6</b>	The bidder should have at least 100 working professionals on their rolls as on bid submission date.	A self-certified letter signed by the Authorized signatory/HR under the Company seal has to be submitted along with the bid.
<b>7</b>	The bidder should have any of the certificates in the following. ISO 9001:2015, ISO 27001:2013, and ISO 20000-1:2018	Copy of certificate signed by the Authorized signatory/HR under the Company seal has to be submitted along with the bid.
<b>8</b>	Bidder should be a CMMI Level 3 company or above.	Copy of certificate signed by the Authorized signatory/HR under the Company seal has to be submitted along with the bid.
<b>9</b>	Proof of Processing Fee (Non refundable)	To be submitted
<b>10</b>	Proof of EMD submission	To be submitted

**Note :** Relevant documents in support of above should be furnished.

### **3. Scope of Work**

#### **3.1 Project Background**

The Department of Agricultural Marketing (DOAM) would like to create an end-to-end comprehensive web platform to digitize all departmental activities which are currently done manually across all AMCs. The department already have few portals running which were developed for carrying out activities like issuing licensing to traders, issuing permit for movement of goods across state, pensions tracking, workflow management of engineering works and commodity price monitoring. DOAM requires services of an IT agency to provide end to end digital solution for automating the remaining activities with improvised and automated processes connecting the various operations of the department.

#### **3.2 Key benefits, high level scope, and outcomes of end-to-end digitization process**

##### **3.2.1. Key benefits**

- Facilitate effective assets management for DOAM by automating the asset level operations.
- Remove the redundancies and inefficiencies in the current operations and increase the overall effectiveness.
- Increase visibility of the operations that enables informed decision making
- Helping DOAM staff/officials in proper planning and optimizing the administrative work

##### **3.2.2. The high-level scope of the project is as below:**

- Process improvement and reengineering through implementing end to end integrated IT system.
- Roll out of the IT solution across all AMCs in the state.
- Training, capacity building and change management to all the important stakeholders including AMC Secretary and staff, ADMs, DDMSs, JDMs, and employees at Head Office.
- Providing adequate hardware and communication network at all AMCs and Head Office to enable online operations.
- Provide post implementation support to resolve any application issues and operational challenges and ensure that the change sticks.

##### **3.2.3. Key Outcomes from Integrated Systems**

The implementation of application across AMCs intends to automate and streamline the AMC level operations. The expected benefits are mentioned below:

- Increasing efficiency of current manual processes by integrated view of end-to-end processes, use of workflow, notification, and alerts

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- Better coordination between AMCs and Head Office/Regional offices through integrated system
- Reduce redundancy in processes by capturing data at the source and in real time
- Free up manpower from laborious manual data collation and report preparation
- Leverage IT as decision support systems to handle dynamic nature of business
- KPI driven dashboard for the top management.

### **3.3 Detailed Scope of Work**

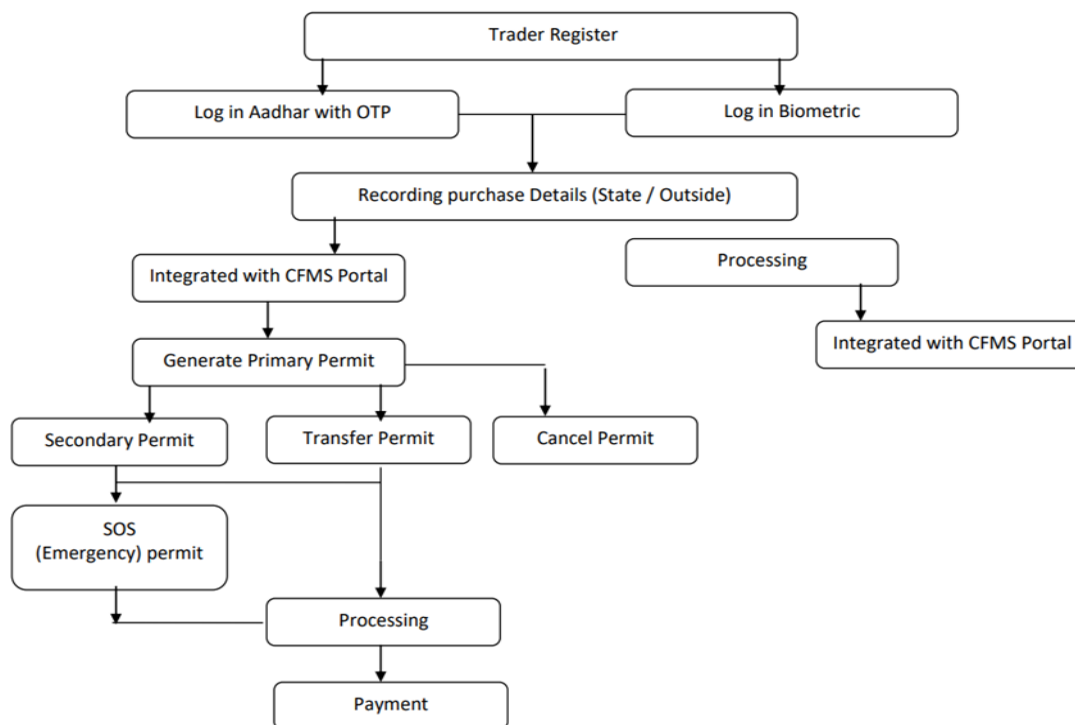
The project intends to create a unified portal for digitization of remaining activities, migrate few platforms to this portal and integrate with the rest. The comprehensive list of all services was categorized into 7 main modules. These are:

#### **a. e-Transport Permit/e-Permit for transportation of agricultural produce**

Introducing e-Transport Permit/e-Permit for transportation of agricultural produce is one of the key objectives of the project. Department does have some portals for issuance of permit for movement across the state, but these portals require restructuring and upgradation. Development of new module & its integration with the existing system would assist in answering loopholes such as evasion of market fee, under valuation of agri-produce. The module must contain (but not limited to) below mentioned components. These are:

- Log-in using Aadhar with OTP
- Log-in Using Aadhar with Biometric
- Log-in using Mobile Number and Password
- Log-in using email and Password
- Recording Purchase/Sale Details
- Pay Market Fee
- Primary Permit
- Making available various payment gateway solutions such as netbanking, mobile banking through various payment gateway solutions, payment based on QR Code, mobile wallet, payment through cash and any other payment methods available from time to time.
- Creating a Primary Permit
- Creating a Secondary Permit
- Creating an Emergency (SOS) Permit
- Cancellation of Permit
- Processing of Agricultural Produce
- Transfer of Stock
- Retail Trade
- Out of State Purchases

### Flowchart for Trader registration



### b. On- Line License Management System (OLMS)

Development of an OLMS is an important aspect of the end-to-end digitization process to manage license issuance, tracking, renewing, and documenting the data in a single platform operated by the department. Department envisage OLMS as an approach to address the issues caused by mal practices of the Commission agents such as avoidance of paying license fees, illegal renewal of licenses, doing trading without license. The module must contain (but not limited to) below mentioned components. These are:

- Petition for Revision by Director of Marketing
- Inspection of Weights and Scales
- Inspection of Daily Report submitted by Licensees
- Inspection of Returns submitted by Licensees
- Issue of License - Trader / Commission Agent/Hamali/Weighman/Broker etc.,
- Issue of New License
- Renewal of License
- Issue of Duplicate License
- Refusal of License
- Suspension of License
- Cancellation of License

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- Penalization on Licensee (inc. Fines)
- Show cause notice to Licensee
- Clarification by Licensee on Notices
- Appeal by Licensee
- Licensing Investigation Reports
- Notice for Late Fees
- License to establish market in notified area
- Permit for establishment of E-trading through Spot Exchanges
- License to Operate as Trader
- License to establish warehouse in the notified area
- Renewal of License to establish warehouse in the notified area
- Cancellation of License to establish warehouse in the notified area
- Suspension of License to establish warehouse in the notified area
- Refusal of Application for License to establish warehouse in the notified area
- License to operate warehouse in the notified area
- Renewal of operate to establish warehouse in the notified area
- Cancellation of operate to establish warehouse in the notified area
- Suspension of operate to establish warehouse in the notified area
- Refusal of Application for operate to establish warehouse in the notified area
- License to operate for processors in the notified area
- Renewal of License to operate for processors in the notified area
- Cancellation of License to operate for processors in the notified area
- Suspension of License to operate for processors in the notified area
- Refusal of Application for License to operate for processors in the notified area
- License to establish for processors in the notified area
- Renewal of License to establish for processors in the notified area
- Cancellation of License to establish for processors in the notified area
- Suspension of License to establish for processors in the notified area
- Refusal of Application for License to establish for processors in the notified area
- License for other purposes in the notified area
- Renewal of License for other purposes in the notified area
- Cancellation of License for other purposes in the notified area
- Suspension of License for other purposes in the notified area
- Refusal of Application for License for other purposes in the notified area
- Appeal by Licensee for Suspension, Cancellation or Refusal of application for license
- License to establish Direct Purchase Centre in the notified area
- Renewal of License to establish Direct Purchase Centre in the notified area
- Cancellation of License to establish Direct Purchase Centre in the notified area
- Suspension of License to establish Direct Purchase Centre in the notified area
- Refusal of Application for License to establish Direct Purchase Centre in the notified area

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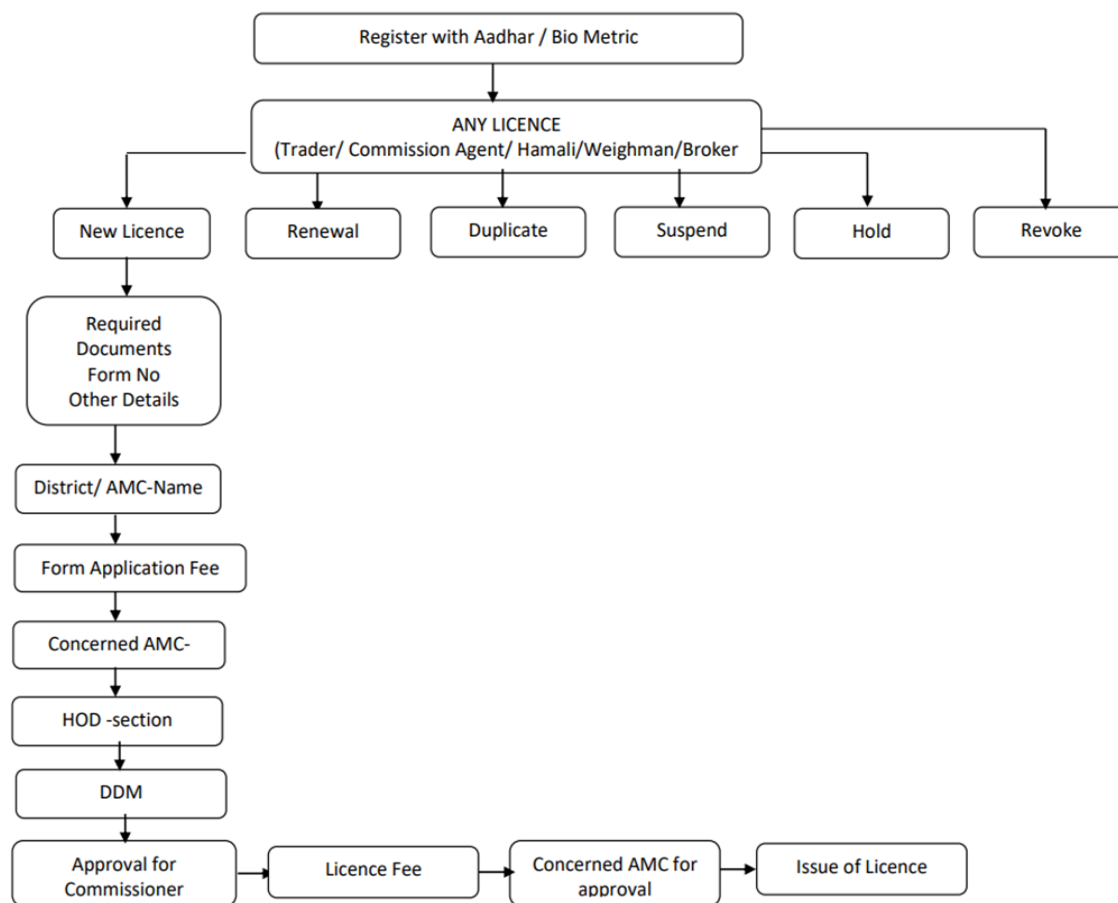
- License to establish e-Market in the notified area
- Renewal of License to establish e-Market in the notified area
- Cancellation of License to establish e-Market in the notified area
- Suspension of License to establish e-Market in the notified area
- Refusal of Application for License to establish e-Market in the notified area
- License to establish Private Market in the notified area
- Renewal of License to establish Private Market in the notified area
- Cancellation of License to establish Private Market in the notified area
- Suspension of License to establish Private Market in the notified area
- Refusal of Application for License to establish Private Market in the notified area
- License to operate Private Market in the notified area
- Renewal of License to operate Private Market in the notified area
- Cancellation of License to operate Private Market in the notified area
- Suspension of License to operate Private Market in the notified area
- Refusal of Application for License to operate Private Market in the notified area
- Registration of C&F Agent
- Cancellation of Registration of C&F Agent
- Suspension of Registration of C&F Agent
- Publishing of prices, stocks, arrivals of Commodities
- Collection of prices, stocks, arrivals of Commodities
- Collection of lab reports for samples of each grade of commodities for each season
- Market Fee Collection (including Late Fees / Penalties)
- Submission of monthly return of imports
- Issuance of Notices to Traders
- Application for exemptions on imported commodities
- Issuance of Export Permit
- Issuance of Payment Receipt of Market Fees
- Issuance of Market Fee Collection Outstanding
- Issuance of Certificate for Payment of Fees
- Submission of Purchase Return
- Notice for non-submission of Purchase Return
- Issuance of Export Permit Books
- Submission of detailed accounts for Permit Books issued earlier
- Issuance of Substitute Export Permit Books
- Submission of Takpatties
- Permission to Operate in Market Yard
- Application from CA for extension of submission of Takpatties
- Permission for Selling of Commodities outside permitted time
- Permission for retaining commodities beyond prescribed time limits (post auction)
- Submission of CA Returns
- Allowance to purchase by CA (which he is selling)



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- Maintenance of Market Register
- Maintenance of Weighment Chitta
- Maintenance of Register of Check Weighments
- Order for ad-hoc inspection of weights and scales
- Special permission for deviation in weighment
- Preparation and maintenance of Tak Patties
- Preparation and maintenance of Kata Chitta
- Gate Pass
- Notice for removal of goods from Godowns
- Insurance Fee Collection
- Issuance of Authorization by the Licensee to agents / assts.
- Preparation and Submission of Daily Reports by Licensees
- Preparation and Submission of Returns by Licensees
- Issuance of Receipt of Brokerage
- Preparation and Submission of Abstracts by Brokers
- Application from Broker for non-daily submission of Abstracts
- Issuance of Weighman Badge to Weighmen
- Return of Daily Purchases by Traders
- Submission for claiming exemption from payment of market fees
- General Order for payments of fees in installments
- Special Order for payments of fees in installments
- Subscription for Collection of Marketing Information
- Subscription for Dissemination of Marketing Information
- Application for declaration of Market from Warehouse / Cold Storage
- Application for declaration of Market from Processing Unit
- Application for declaration of Market from FPO
- Application for declaration of Market from Others
- General Order for Market Charges
- Special Order for Market Charges
- Issuance of Transport Permit
- Issuance of Certificate when trader delivers market fee paid commodities to e-market warehouse
- Single statewide license for Traders
- Register for recording disputes
- Preparation of fortnightly price situation report for all commodities
- Preparation of Reports on Quality Parameters for Commodities
- Preparation of Reports on Digital Payments
- Preparation of Reports on Conversion of Traders

### Registration through OLMS



#### c. Budget Module

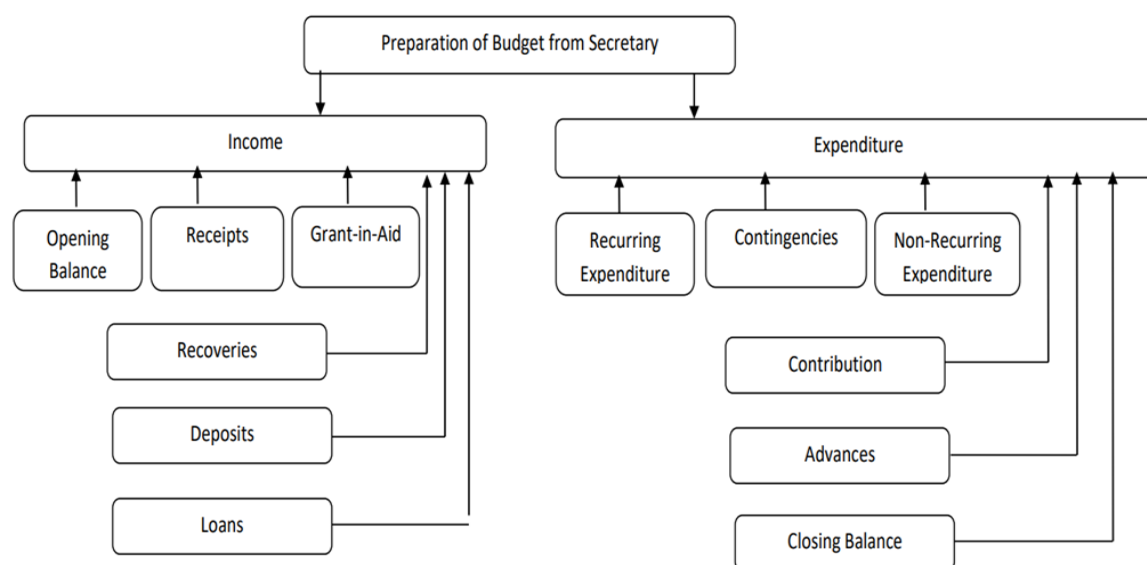
Department at present practice manual preparation of budget module. Current practice is not only time consuming but also prone to errors. Digitization of the process would enable the department to work efficiently, reduce error risks during calculations, and in safeguarding the recorded information. The module must contain (but not limited to) below mentioned components. These are:

- Preparation of Budget Estimates for Market Committee
- Sanction of Budget Estimates for Approval
- Sanction for Reappropriation of Savings
- Preparation for Income Register for Market Committee
- Preparation of Statement for transfer to the Central Market Fund
- Preparation and Maintenance of Monthly Accounts for Market Committee
- Maintenance of Deposit Accounts for Weighments
- Maintenance of Deposit Accounts for Contractors
- Maintenance of Deposit Accounts for Market Committee Servants
- Maintenance of Deposit Accounts for Unclaimed Dues

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- Maintenance of Deposit Accounts for Election Deposits
- Maintenance of Deposit Accounts for Others
- Maintenance of Register for Deposits
- Bill & Vouchers preparation
- Payment of vouchers and bills
- Approval of vouchers and bills
- Certification for sanction of bill
- Issuance and Management of Cheque Books
- Form of Certificate for Authority to Sign Cheques
- Submission of quarterly certificate for maintenance of deposits
- Maintenance of Register for Security Deposits
- Orders for refund of deposit by Secretary
- Maintenance of Register for Investments
- Maintenance of Register for Loans
- Management of Central Marketing Fund
- Management of Marketing Committee Fund
- Grant-in-aid to Marketing Committee
- Grant of Loans to Marketing Committee
- Grant of Incentives
- Payments - acceptance and issuance of receipts
- Income management system
- Expenditure management system
- Auditing of Accounts
- Returns submission to Auditor
- Appeals against Audit

## Flowchart for Budget Module



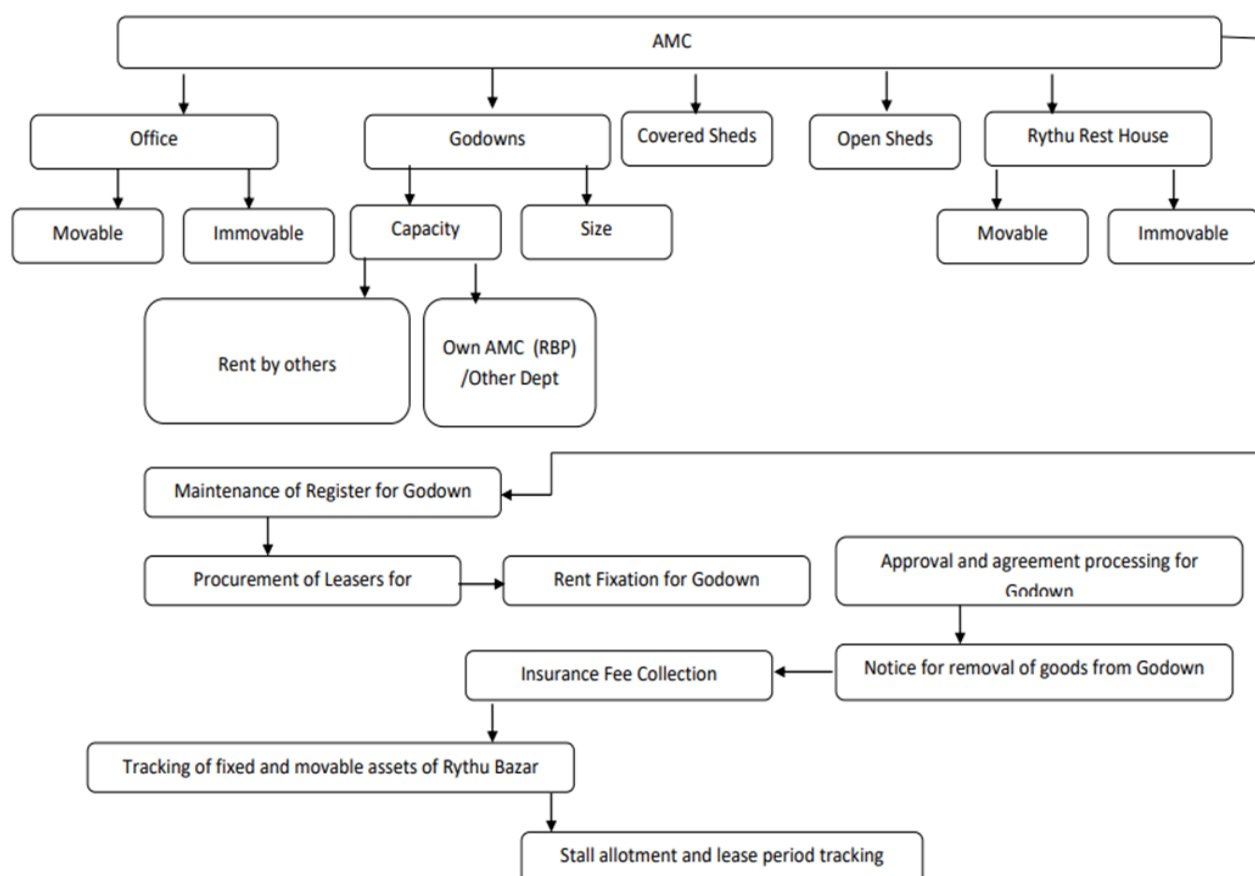
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### d. Asset Management Module

Asset management is one of the important aspects that DOAM is focused on. At present, asset data is recorded manually on registers. Digital transformation of Asset Management Module is a must for the department to ease the process of identifying, acquiring, developing, and asset maintenance. The module must contain (but not limited to) below mentioned components. These are:

- Maintenance of Register for Godowns
- Procurement of Leasers for Godowns
- Rent Fixation for Godownspaces
- Approval and agreement processing for Godown renting
- Notice for removal of goods from Godowns
- Insurance Fee Collection
- Tracking of fixed and movable assets of Rythu bazar
- Stall allotment and lease period tracking

### Flowchart for Asset Management Module



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### e. Market Operation Module

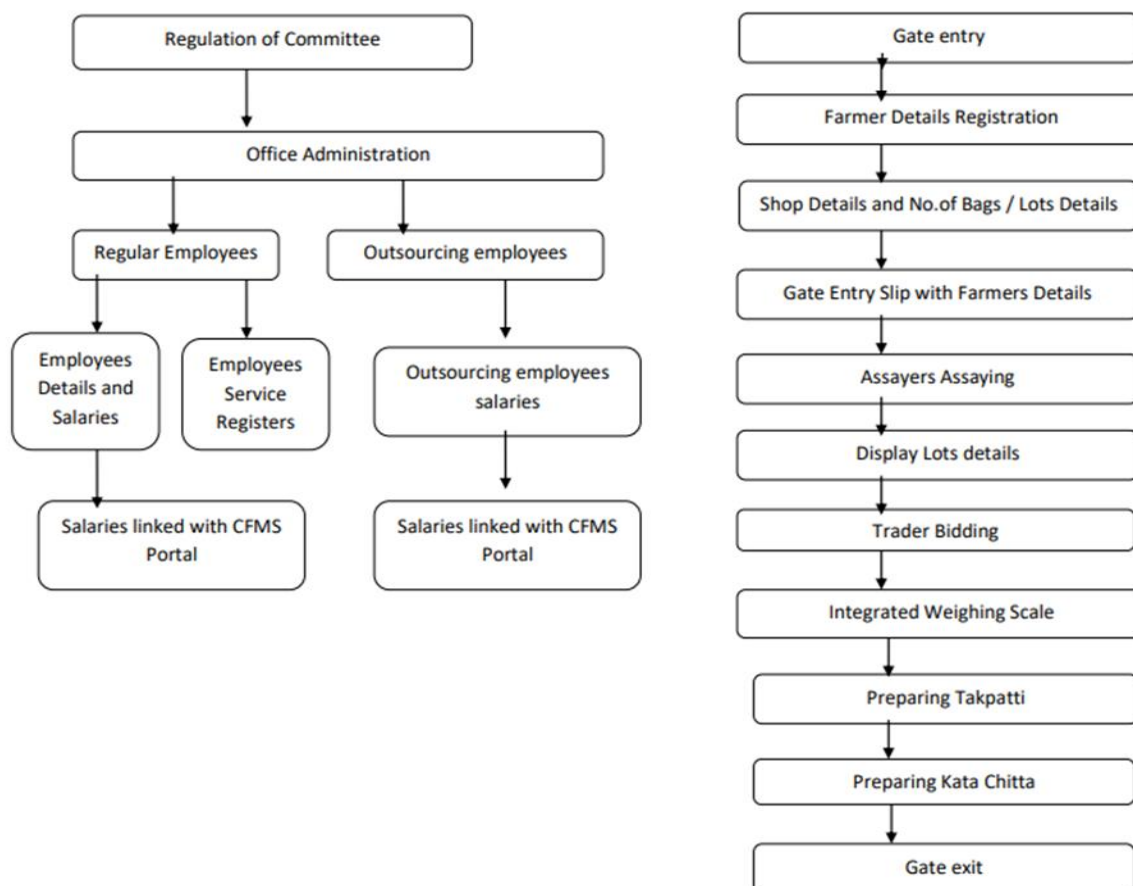
Development of market operation digitization module is another component that DOAM is emphasizing on. Enabling digitally transformed Market Operation module will assist in efficient regulation of arrivals, administration, Human Resource Management System (HRMS), and e-NAM. The module must contain (but not limited to) below mentioned components. These are:

- Preparation of Reports on Quality Parameters for Commodities
- Preparation of Reports on Digital Payments
- Preparation of Reports on Conversion of Traders
- Submission of Takpatties
- Permission to Operate in Market Yard
- Application from CA for extension of submission of Takpatties
- Permission for Selling of Commodities outside permitted time
- Permission for retaining commodities beyond prescribed time limits (post auction)
- Submission of CA Returns
- Allowance to purchase by CA (which he is selling)
- Maintenance of Market Register
- Maintenance of Weighment Chitta
- Maintenance of Register of Check Weighments
- Order for ad-hoc inspection of weights and scales
- Special permission for deviation in weighment
- Preparation and maintenance of Tak Patties
- Preparation and maintenance of Kata Chitta
- Gate Pass
- Issuance of authorization by the Licensee to agents /assts
- Preparation and Submission of Daily Reports by Licensees
- Preparation and Submission of Returns by Licensees
- Issuance of Receipt of Brokerage
- Preparation and Submission of Abstracts by Brokers
- Application from Broker for non-daily submission of Abstracts
- Issuance of Weighman Badge to Weighmen
- Return of Daily Purchases by Traders
- Submission for claiming exemption from payment of market fees
- General Order for payments of fees in installments
- Special Order for payments of fees in installments
- Subscription for Collection of Marketing Information
- Subscription for Dissemination of Marketing Information
- Application for declaration of Market from Warehouse / Cold Storage
- Application for declaration of Market from Cold Storage
- Application for declaration of Market from Processing Unit
- Application for declaration of Market from FPO

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- Application for declaration of Market from Others
- General Order for Market Charges
- Special Order for Market Charges
- Issuance of Transport Permit
- Issuance of Certificate when trader delivers market fee paid commodities to e-market warehouse
- Register for recording disputes
- Payments - from Purchaser to CA and from CA to Seller

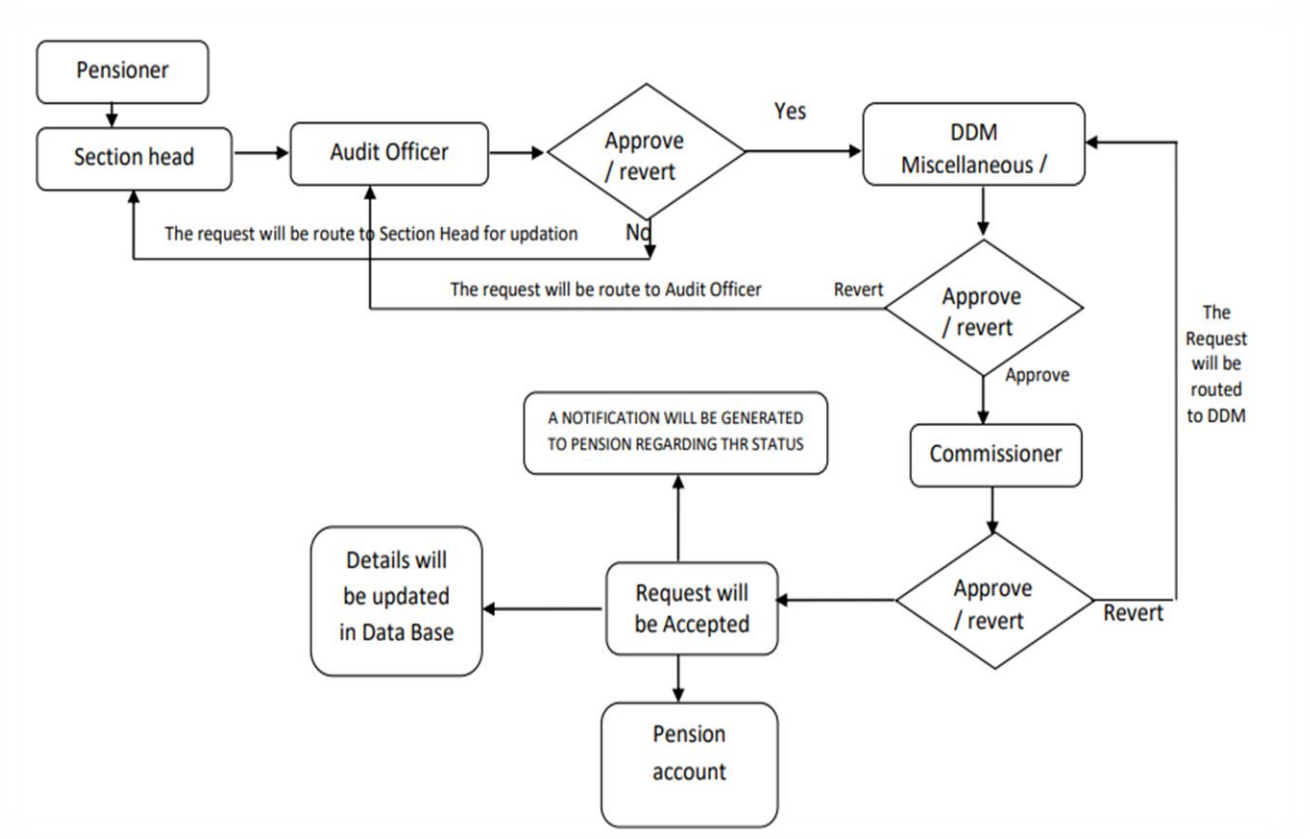
## Flowchart for Market Operations Module



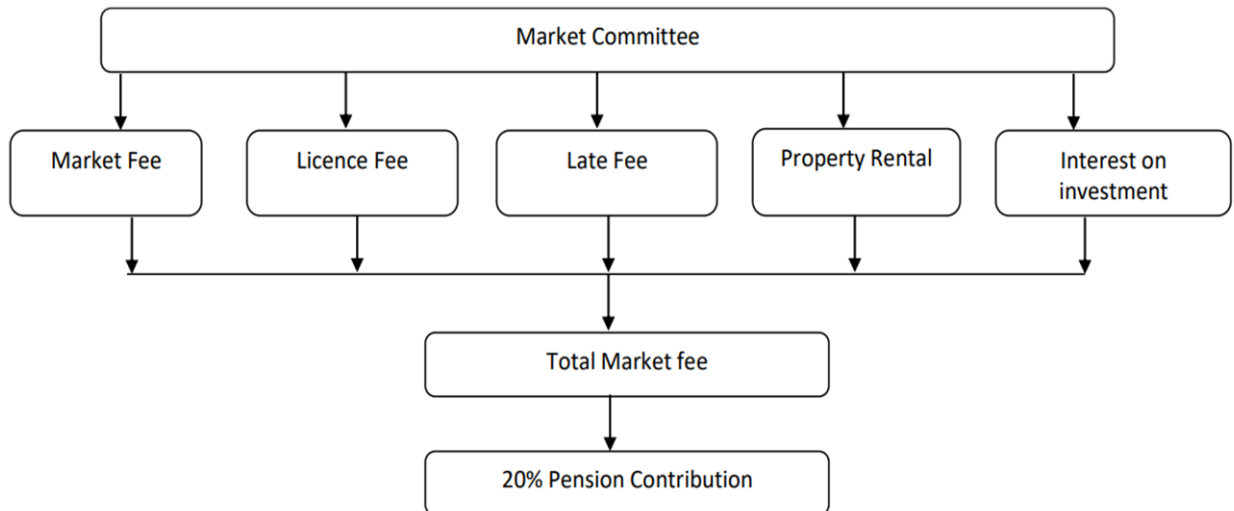
### f. Pension Module

The proposed project emphasizes on digital transformation of Pension Module for AMC & CMF employees to address the redundancies, and errors existing in the current practice of maintaining manual records. Development of pension module would not only result in avoiding manual errors in record maintenance, but it will also safeguard the recorded information. Flowcharts presented below shows some of the components suggested by DOAM to be included in the digitization process.

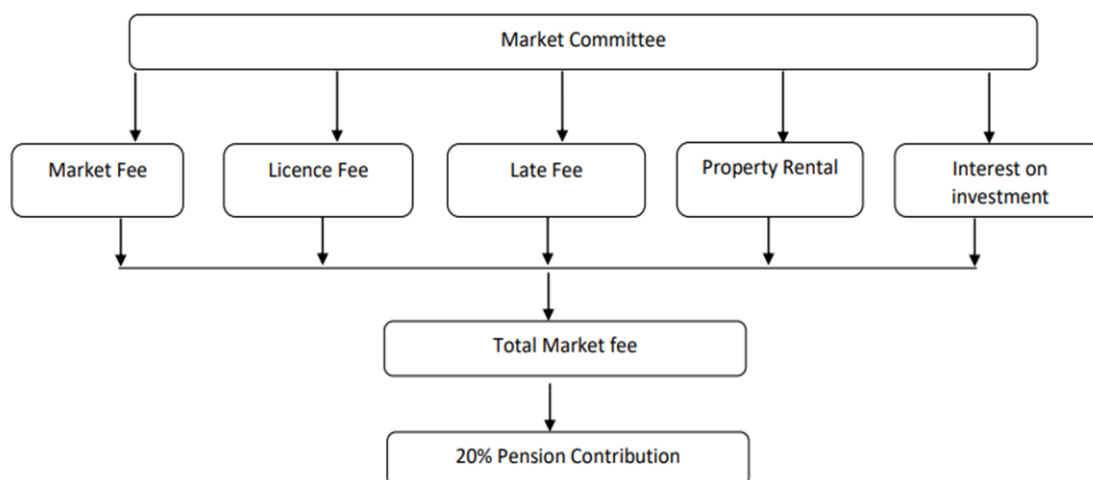
1 Integration with Online Pension System



2. Pension Contribution for 20% monthly



### 3. Central Market Fund (CMF) for 25% (Quarterly)



#### g. Rythu Bazar Module

Development of digital Rhythu bazar module is essential for DOAM for maintaining error-free records of daily crop arrivals, farmer details, and selling price of agri-commodities as compared to the manual system of operations. Development and maintenance of State Dashboard for Report generation on daily/weekly/monthly basis, daily price update information (wholesale, local, RBZ Price), arrivals Information (Rythu Bazars / District wise), Predictive Analysis (Rythu Bazars / District wise), Rythu Bazar Weekly Off Data is also an important part of Rythu bazar module. The module must contain (but not limited to) below mentioned components. These are:

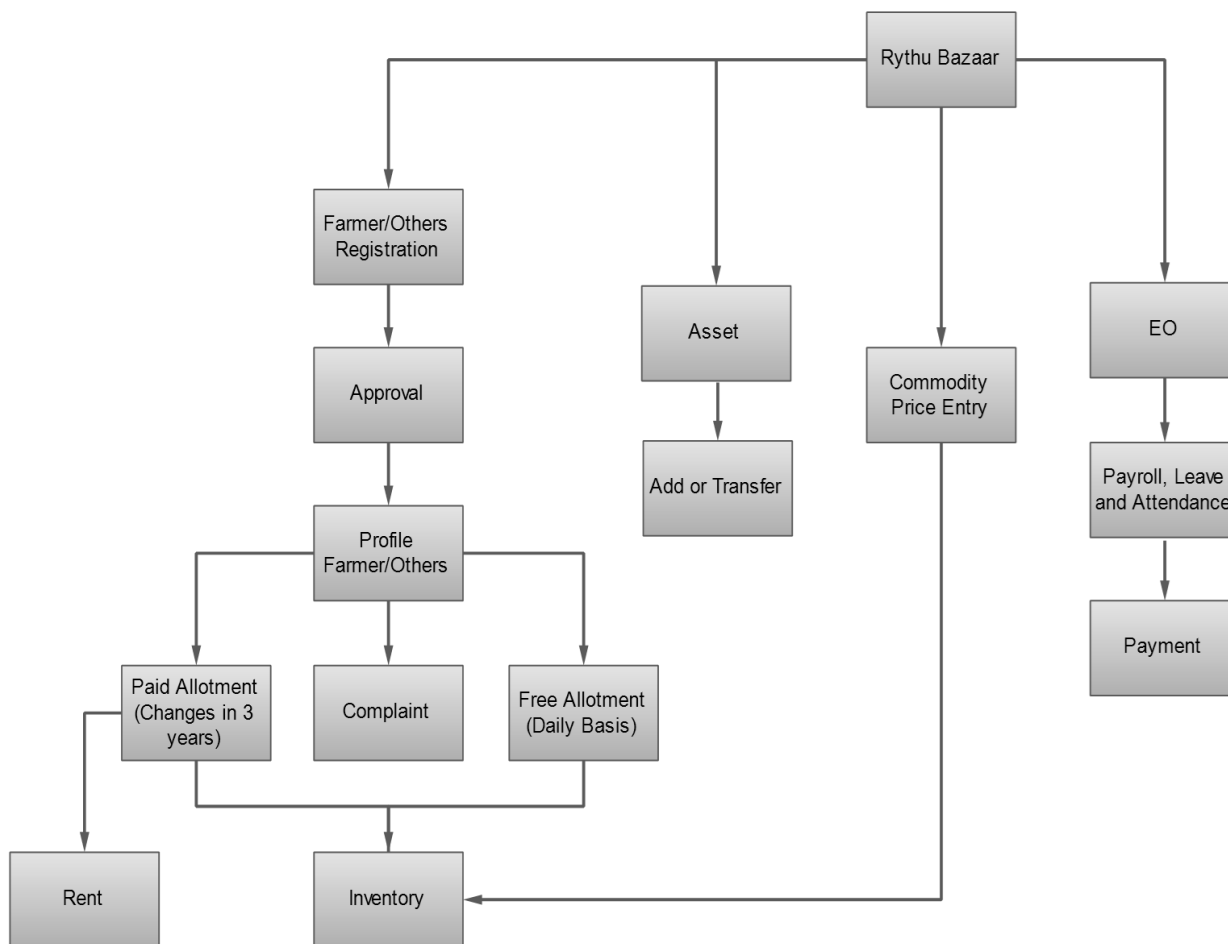
- Price validation system
- Point of Sale Bill preparation based on quantity, and price of commodity
- Tracking of fixed and movable assets of Rythu bazar
- Stall allotment and lease period tracking
- Tracking of daily arrivals and sales
- Real time inventory visibility system
- Payment gateway integration for receiving payments through UPI, etc.
- Procurement and invoice generation system
- Capturing data of farmers including biometrics
- Payment accounting and tracking
- Commodities quality testing system
- Logistics system - capture Goods Receipt Note and transportation cost
- Credit and Debit note system
- Automated inventory and reversal system



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- Tracking the flow of goods
- Integrate with logistics vendors through API
- Creation of dashboards and reports

### Flowchart for Rythu Bazar Module



It is therefore envisaged that an integrated IT system is the need of the hour for better management of departmental activities. Implementing an integrated application would facilitate process automation, standardization, and efficiency of management of operations at AMCs and would enable real time monitoring of operations and timely data reporting.

**Note:-** Successful Bidder should undertake the development of e-permit module, OLMS, Pension Module and Rythu Bazar Modules in Phase-1. After successful completion of above 4 Modules, rest of 3modules shall be developed under Phase-2. DOAM reserves the right to exclude any of these modules, provided development is not yet started.

## **Engagement of Service Provider for End-to-End Digitization**

### **3.4 General Requirements**

#### **3.4.2. Operation & Maintenance:**

The selected service provider must deploy the technical business analysts(s) at the office of DoAM for requirement gathering and update the progress of development. For the maintenance, technical team has to be deployed at the office of DoAM and shall operate and maintain the software application during the contract period.

#### **3.4.3 Intellectual Property Rights (IPR)**

DOAM shall retain all the Intellectual Property associated with the software developed during duration of the contract. The bidder shall have no right on the source code, servers or associated hardware or software.

#### **3.4.4 Security**

The application/module developed shall have common security features like session out, captcha, password policy like minimum length of password, nature of password like alpha numeric. The application shall ensure against all security threats such as SQL injection, cross site scripting, buffer overflow etc. The bidder shall obtain cyber security certificate to this effect from AP Technology Services.

#### **3.4.5 Training:**

Department personnel are to be trained on the software and other applications developed by service provider. DOAM will provide classroom infrastructure/video conference platform for training. Service provider shall provide sets of training material on usage of the application in soft copy to be distributed during the training.

#### **3.4.6 Change requests & General software Maintenance Services:**

The selected service provider shall take up change requests and general software maintenance issues with the DOAM. No additional charges shall be permitted for the change requests.

#### **3.4.7 IS Security**

To facilitate secured transactions, reliable data availability 24x7x365, confidentiality and authentication, the following security controls are proposed for the solution.

### **3.4.8 Web Services Security**

All aspects of Web services including routing, management, publication, and discovery should be performed in a secure manner. Web services implementers must be able to utilize security services such as authentication, authorization, encryption, and auditing. Encryption of necessary data shall take place at client level itself. Application server shall provide SSL security.

### **3.4.9 Authorization**

Authorization is needed to control access to resources. Once authenticated, authorization mechanisms control the requester access to appropriate system resources. There should be controlled access to systems and their components. Policy determines the access rights of a requester. The principle of least privilege access should be used when access rights are given to a requester.

### **3.4.10 Data Integrity and Data Confidentiality**

Data integrity techniques shall be deployed to ensure that information has not been altered or modified during transmission without detection. Data confidentiality features to be applied to ensures that the data is only accessible by the intended parties.

### **3.4.11 Integrity of Transactions and Communications**

This is needed to ensure that the business process was done properly, and the flow of operations was executed in correct manner.

### **3.4.12 Non-Repudiation**

The application shall have the non-repudiation security services to protect a party to a transaction against false denial of the occurrence of that transaction by another party.

### **End-to-End Integrity and Confidentiality of Messages**

The integrity and confidentiality of messages must be ensured even in the presence of intermediaries.

### **3.4.13 Audit Trails**

The design and implementation shall ensure audit trails to trace user access and behaviour, also to ensure system integrity through verification. Audit trails shall play the role of an audit guard that can monitor; watch resources and other agents, validating those obligations that have been established are respected and/or discharged.

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### 3.4.14 Application Controls

Application controls must be designed such that the roles are assigned to the right controls:

- Access Controls
- Input & Output Controls
- Processing Controls
- Monitoring Transaction processing
- Authorization Controls
- Interface Controls
- Data Integrity / File Continuity Controls
- Output controls
- Change control procedures
- Version Controls

### 3.4.15 Data Integrity & Database Controls:

The design shall ensure the data integrity controls Atomicity, Consistency, Isolation, and Durability. The database controls for online Transaction processing systems like Access to database directly, Access to database through application, Access to log files, Access by the remote terminals, DBA Controls, Backup policy and backup procedures.

### 3.4.16 Application Hosting

The bidder shall host the source code, database and other executables in the servers provided at the State Data Centre by the Andhra Pradesh Government. He shall have no right to keep them at any other location apart from State Data Centre. The bidder shall have no right to use the data generated by the said application in the manner whatsoever.

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

Sl. No	Item	Description
1.	EMD	Rs.5,00,000/- (Rupees Five Lakhs only)  The EMD should be paid through online only.  Scanned copy of EMD document should be uploaded on AP e- Procurement website in the field of EMD.
2.	Bid Validity Period	90 days from date of opening of bid

### Engagement of Service Provider for End-to-End Digitization

3.	Contract Period	Contract period is for two years from the date of signing of contract. The Contract period is extendable further based on the performance of the bidder and on mutual agreement.
4.	Contract Signing Authority	Chief Engineer, DOAM, Guntur
5.	Acceptance criteria	As defined in the RFP.
6.	Period for furnishing Performance Security	Within 10 days from the date of receipt of Notification of Award
7.	Performance Bank Guarantee	2.5% on Agreement value.
8.	Performance security validity period	60 days beyond contract period.
9.	Payment terms	As per Tender Document.
10.	Penalty	As per Tender Document.
11.	Delivery & Commissioning	As per Tender Document.
12.	Period for signing contract	Within 10 days from date of receipt of Notification of Award
13.	Eligibility Criteria	As per RFP
14.	Bid Submission	<b>Online submission only.</b> Bidders are requested to submit the bids after issue of minutes of the pre bid meeting duly considering the changes made if any, during the pre-bid meeting. Bidders are totally responsible for incorporating/ complying the changes/ amendments issued if any during pre-bid meeting in their bid.
15.	Procedure for Bid Submission	Bids shall be submitted online on e-procurement platform.  1. The participating Bidders in the tender should register themselves free of cost on e-procurement platform.  2. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates.  3. The Bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids

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		<p>as per the standard formats available at the e-market place.</p> <p>4. The Bidders should scan and upload the respective documents in Pre-Qualification and Technical bid documentation as detailed at Section E &amp; G of the RFP including EMD. The Bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/ authenticity.</p> <p>5. The rates should be quoted in online only.</p> <p>6. All the quoted price is in Indian Rupees only.</p>
16	Other Conditions	<p>1. After uploading the required documents, Processing fee and EMD in respect of Bid Security (except the Price bid/ offer/ break-up of taxes) are to be submitted by the Bidder to the O/o <b>The Commissioner &amp; Director, DOAM, Guntur</b> as and when required.</p> <p>Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false/ fabricated/ bogus, the Bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p> <p>2. DOAM will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.</p> <p>3. The Documents that are uploaded online on GoAP E-Procurement Portal will only be considered for Bid Evaluation.</p>
17	Transaction Fee	<p><b>Transaction fee:</b> All the participating bidders who submit the bids must pay</p> <ul style="list-style-type: none"> <li>a. An amount@ 0.03% (plus GST) of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores (or)</li> <li>b. An amount of Rs.25000/- if the purchase value is above Rs.50 crores plus GST applicable on transaction fee through online in favor of MD, DOAM. The amount payable to DOAM is</li> </ul>

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		nonrefundable. <b>Corpus Fund:</b> Successful bidder shall pay corpus fund to DOAM  a. An amount @ 0.04% of the contract value with a cap of Rs.10,000/- (Rupees Ten Thousand Only) for contract value up to Rs.50 Crores (or) An amount of Rs.25,000/- (Rupees Twenty-Five Thousand Only) for the contract value above Rs.50 Crores to sustain e-procurement initiatives, Research and Development of software application for automation for processes in user departments.
18	Processing Fee (Non-Refundable)	Bid Processing fee of Rs.10,000/- through online payment in favour of Superintending Engineer (AM)Guntur of SBI Ac.No.62348334211, IFS Code.SBIN0020715 through RTGS or NEFT only and same shall be uploaded.

### 5. Instructions to Bidders

#### 5.1 General

##### 5.1.1 Introduction

Name of the Client	Department of Agricultural Marketing, Guntur, Government of Andhra Pradesh.
Description of the System for which bids are invited	End to End digitization of department activities (modules development & integration)

##### 5.1.2 General Eligibility

5.1.2.1 This invitation for bids is open to all software firms who fulfil prequalification criteria.

5.1.2.2 Bidders marked / considered by DOAM to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

5.1.2.3 Breach of general or specific instructions for bidding, general and special conditions of contract with DOAM or any of its user organizations may make a firm ineligible to participate in bidding process

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### **5.1.3 Cost of Bidding**

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

### **5.1.4 Site visit**

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

### **5.1.5. Pre-bid meeting**

All the interested bidders can participate in pre-bid meeting to seek clarification on the bid if any, at O/o.DOAM, Guntur, Andhra Pradesh. Attending pre-bid meeting is advisable for the bidders. Bidders who fail to attend the pre-bid meeting have no right for to claim the deviations from the bid document which are not part of the scope of the work.

### **5.1.6. Clarification on bidding document**

5.1.6.1 A prospective vendor requiring any clarification of the bidding documents may notify DOAM contact person. Written copies of the DOAM response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents

5.1.6.2 The concerned contact person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that DOAM shall not entertain any correspondence regarding delay or non-receipt of clarification.

### **5.1.7. Address for clarification**

Chief Engineer(AM)  
O/o.Commissioner& Director,  
Department of Agricultural Marketing,  
Old Mirchi Market Yard, Chuttugunta,  
Guntur – 522 004  
Andhra Pradesh  
Email id: [seamapse@gmail.com](mailto:seamapse@gmail.com)



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### **5.1.8. Amendment of bidding document**

5.1.8.1. At any time prior to the deadline for submission of bids, DOAM, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.

5.1.8.2 All prospective bidders those have received the bidding documents will be notified of the amendment, and such modification will be binding on all bidders.

5.1.8.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the DOAM, at its discretion, may extend the deadline for the submission of bids.

## **6. Bidding procedure**

### **6.1 Three Stage Bidding Procedure**

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

### **6.2 Stages of Bidding Procedure:**

#### **6.2.1 Stage-I - Bidding Procedure**

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

#### **A. Organizational Strengths of the Bidder**

General Information of the Service Provider

#### **B. Pre-Qualification Bid shall include**

It shall include the following information about the firm:

1. Name of the company/ organization registered with ROC; Quality Certifications obtained by the Company in Form P#1
2. SOA projects in Form P#2 Turn over details in software development in Form P#3
3. Certificate proving that they have not blacklisted by any Central/ State Govt. Department/corporation (Own format)
4. Other information, if any required in the bid document (own format)

### 6.2.2 Stage-II Bidding Procedure

The qualified bidders in the Stage-I may be asked to give presentation on the solution offered and Technological related issues.

At this stage the bidder is expected to give a brief approach paper and an outline of the solution proposed. These are expected to provide information for evaluation based on the following criteria in **Form T#1**:

1. Project execution plan
2. Manpower deployment plan.
3. Implementation Methodology Plan.
4. Security Methodology and Plan.
5. Issues and Risks in the Maintenance of the Project.

### 6.2.3 Stage-III Bidding Procedure

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

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

## 6.3 Preparation of Bids

### 6.3.1 Language of Bids

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

### 6.3.2 Documents Comprising the Bid

#### **Stage 1: (Pre-Qualification)**

- a. Forms as per Annexure-C [Stage-I Bidding (Pre-Qualification)] along with documentary evidence.
- b. Quality Certifications.
- c. Details of SoA projects
- d. Audited balance sheet(s) & Proof of Work/ purchase orders and completion certificates.
- e. Self-Certificate stating that not blacklisted
- f. Bid security.

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### **Stage 2: (Technical Proposals)** Annexure- C [Stage-II bidding formats]

- a. Note on understanding of the project and related issues.
- b. Approach for executing and completion of the Project.
- c. Key staff

### **Stage 3: (Commercial Proposals)**

- a. Commercial / Financial bid enclosed in Annexure- C [Stage-III bidding formats]

#### **6.3.3 Bid Prices**

The bidder shall express their bid price for the information system using the price schedule form provided in the bidding documents.

#### **6.3.4 Preliminary Project Plan**

A Preliminary Project Plan describing, among the other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the contract, and the human and other resources the Bidder proposes to use. The plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all the key activities needed to complete the contract. Preliminary Project Plan must also address any other topics specified in the Bid Data Sheet.

#### **6.3.5 Bid Security**

Any bid not accompanied by an acceptable bid security shall be rejected and treated as non-responsive. The bids with bid security not valid for period specified period will be rejected.

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

#### **6.3.6 Bid Validity**

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

#### **6.3.7 Bid Submission, Format and Signing**

The bidder must submit through e-procurement portal i.e., bidding document will consist of Pre-qualification, Technical and Commercial.

Note: Conditional bids are liable to be rejected. Any attempt by a bidder to influence it's the bid evaluation process may result in the rejection of the bidder's bid.

**6.3.8 Address for correspondence**

Chief Engineer(AM)  
O/o.Commissioner& Director,  
Department of Agricultural Marketing,  
Old Mirchi Market Yard, Chuttugunta,  
Guntur – 522004  
Andhra Pradesh  
Email id: [seamapse@gmail.com](mailto:seamapse@gmail.com)

**6.3.9 Deadline for submission of Bids**

The Consultant at the address specified in the Bid Document not later than the date and time indicated in bid document must upload @apeprocurement portal.

The Client/ Consultant may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Client/ Consultant and Bidders will thereafter be subject to the deadline as extended.

**6.3.10 Late Bids**

Any bid received by the Consultant after the bid submission deadline prescribed in the Bid will be rejected @eprocurement portal.

**6.3.11 Withdrawal of the Bids**

The Bidder may withdraw their bids after submission at e-procurement portal one day prior to the deadline date prescribed for bid submission date and time.

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

**6.4 Bid Opening and Evaluation**

**6.4.1 Clarification of bids**

During evaluation of the bids, to assist in the examination, evaluation, and comparison of Bids DOAM may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered, or permitted.

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### **6.4.2 Preliminary examination of the bids**

- a. Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- b. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- c. DOAM may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- d. Prior to the detailed evaluation, DOAM will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.
- e. If a bid is not substantially responsive, it will be rejected by DOAM and may not subsequently be made responsive by the bidder by correction of the nonconformity.

### **6.4.3 Evaluation of Pre-Qualification bids**

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

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

### **6.4.4 Evaluation of Technical bids**

Technical bid documentation shall be evaluated in two sub-steps.

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

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presentation on the understanding of the project scope, technical and financial strengths, proposed development methodology, manpower and infrastructure deployment etc.

- c. The **technical evaluation** of the bid will be based on the bidder's response to the requirements as mentioned in the RFP, which will include the Technical Specifications mentioned in RFP. The parameters for technical evaluation would include the following criteria (indicative only).

### TECHNICAL EVALUATION CRITERION

S.NO	Criteria	Marks	Benchmark
1	The Bidder shall have experience in executing at least five (5) IT projects in the last 5 years with a project cost of at least INR 1 Crore each as on the bid submission date, to any Government (or its Autonomous/PSU/Subordinate Organization/Local Bodies etc.,) or Private Organizations in India/Globally.	30	Work order or proof of having experience in a Relevant domain with the client during the last 5 years. 1) Two Projects or less – 10 Marks 2) Three to Four Projects – 20 Marks 3) Five and Above Projects – 30 Marks
2	Presentation on approach to the project.	30	A detailed presentation on approach & methodology.
3	Clarity of the project reflected in the documentation submitted by the bidder including Project execution plan, development effort etc	10	Marks will be awarded based on the documentation submitted along with the bid and it's compliance with the requirement.
4	Employee strength of the bidder	15	1) Employee strength of 150 to 200 – 5 Marks

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S.NO	Criteria	Marks	Benchmark
			2) Employee strength of 200 to 250 – 10 Marks 3) Employee strength of more than 250 – 15 Marks
5	CMMI Level	15	1) CMMI Level 3 – 5 marks 2) CMMI Level 4 – 10 marks 3) CMMI Level 5 – 15 marks
TOTAL		100	

**Bidder must score minimum 75 marks to qualify in the Technical Stage.** The bidder with less than 75 score in technical evaluation will be treated as *not qualified*. Each bidder must present the technical bids to the evaluation committee for examination. The technical bid score shall be evaluated as under:

$T_n = (T_b/T_h) * 100$ , where

$T_n$  = Technical Bid Score

$T_b$  = Technical Score obtained by the concerned bidder

$T_h$  = Highest Score obtained in Technical evaluation among all responsive bids

**Note:** Technical scores of the responsive bidders shall not be disclosed until the reverse auction is concluded.

### 6.4.5 Commercial Bid Evaluation

- The commercial evaluation would be based on the cost of the services provided by the bidder in his commercial bid.
- Final choice of firm for the project shall be made on the basis of conformity to pre-qualification, appropriateness of the financial offer from point of view of cost effectiveness over the entire period for the services and capability of the firm to execute and service the project.

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- c. DOAM reserves the right to reject all/ any part of the tender without assigning any reason whatsoever and decision of DOAM in this regard, shall be final and binding.
- d. Although DOAM states views as to how its Requirements must be satisfied in this RFP, respondents are invited to propose alternatives in addition if they believe the Requirements can be better satisfied. Such alternatives must be clearly and separately itemized and costed.
  - i. **Note:** Conditional Bids are not accepted and rejected
- e. Reverse auction will be conducted among the qualified bidders after opening the financial bids.

Formula to determine final financial scores shall be as follows:

$$F_n = (F_{low}/F_b) * 100, \text{ where}$$

**$F_n$  = Financial Bid Score after reverse auction**

**$F_{low}$  = Value of the Lowest Commercial Bid after reverse auction**

**$F_b$  = Price quoted by the concerned bidder after reverse auction**

### 6.4.6 Combined Evaluation of Technical & Commercial Bid

The total score of the Bidder will be determined as under:

$$\text{Total Score } (T_s) = (0.70 \times T_n) + (0.30 \times F_n)$$

#### Note:

- a. The Total Score ( $T_s$ ) shall be considered up to two decimal places.
- b. Contract shall be awarded to the bidder with the highest Total Score ( $T_s$ ).
- c. In the event of two or more bids having the same highest Total Score ( $T_s$ ), the bid scoring the highest marks in technical criteria will be recommended for award of contract. Even if there is a tie, 'draw of lots' will be resorted to arrive at the recommended bidder.
- d. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.
- e. DoAM reserves the right to modify the evaluation process at any time during the RFP process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change. At any time during the process of evaluation, DoAM may seek specific clarifications from any or all Bidder(s).
- f. The Total Score ( $T_s$ ) shall be considered up to two decimal places.
- g. Tenders shall be evaluated by the Tender Committee of DOAM.
- h. The Tender Committee may choose to conduct contract negotiation or discussion with successful bidder.



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- i. The decision of the Tender Committee in the evaluation of the Technical and Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

### **6.5 Contacting of DOAM**

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

### **6.6 Content and form of response**

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

### **6.7 Award criteria**

Final choice of Bidder, to execute this project shall be made on the basis of to the following:

- Appropriateness of Technical offer
- Appropriateness of financial offer from the point of view revenue offered to DOAM,
- Total revenue offered over the contract period
- Sustainability of solution

### **6.8 Notification of award & signing of Contract**

Prior to expiration of the period of Bid validity, DOAM will notify the successful Bidder in writing, that its Bid has been accepted. At the same time as the DOAM notifies the successful Bidder that its Bid has been accepted, the DOAM will send the Bidder the Contract Form.

Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the DOAM. Upon the successful Bidder's furnishing of Implementation Guarantee and signing of Contractual documents, DOAM will promptly notify each unsuccessful Bidder and will discharge its Bid security.

### **6.9 Corrupt fraudulent practices**

Defines, for the purpose of this provision, the terms set forth below as follows:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of Contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence a

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procurement process or the execution of a Contract the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive the Borrower of the benefits of free and open competition.

DOAM will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, Contract(s).

## 7 General Conditions of Contract (GCC)

### 7.1. Contract and Interpretation

#### 7.1.1. Definitions

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

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

**Bidder** means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom User signs the contract for rendering of goods and services.

**Client** means the AP Government Office as defined in section 5.1.1 and its organizations, units or functional units whether partially or fully owned or controlled by it.

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

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

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

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

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

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

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

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**Day** means calendar day.

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

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

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

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

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

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

**Incidental services** means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the vendor covered under the contract.

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

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

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

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

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**Specification** means the functional and technical specifications or statement of work.

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

### **7.2. Confidentiality and intellectual Property rights**

#### **7.2.1. Confidentiality**

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

#### **7.2.2. Intellectual property rights**

Intellectual property rights of source code, software, systems, programs etc. that will be developed to meet the scope of work during the contract execution including the tools if any used for development, will solely rests with the DoAM.

#### **7.2.3. Use of documents and Information**

1. The vendor shall not, without prior written consent from DOAM, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the DOAM in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
2. The Vendor shall not, without prior written consent of client/DOAM, make use of any document or information made available for the project, except for purposes of performing the Contract.
3. All project related document (including this bid document) issued by DOAM, other than the contract itself, shall remain the property of the DOAM and shall be returned (in all copies) to the DOAM on completion of the Vendor's performance under the contract.

### **7.3. Indemnification**

The SSP shall, at its own expense, defend and indemnify the Client against all third-party claims of infringement of intellectual property rights, including patent, trademark,

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copyright, trade secret or industrial design rights arising from use of the products or any part thereof in the Client's country.

The SSP shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Client is required to pay compensation to a third party resulting from such infringement, the SSP shall be fully responsible thereof, including all expenses and court and legal fees.

The Client will give notice to the SSP of any such claim without delay and shall provide reasonable assistance to the SSP in disposing of the claim.

The Client shall indemnify and defend the SSP against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from the use of any information of Software provided to the SSP by the Client under the contract.

### **7.4. Bid Security, Payments, Guarantees and Liabilities**

#### **7.4.1. Bid Security (EMD)**

1. Bid Security (EMD) is to be paid in online only as mentioned in Section 4 of this document.
2. The bidder shall furnish performance Bank Guarantee on receipt of the notification of Contract award as enclosed in Annexure-B.
3. The bid security is required by DOAM to:
  - a. Assure bidder's continued interest till award of contract and
  - b. Conduct in accordance with bid conditions during the bid evaluation process.
4. Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DOAM.
5. The successful bidder's bid security will be discharged upon the bidder signing the contract and furnishing the performance security.
6. The bid security may be forfeited:
  - a. If a bidder withdraws its bid during the period of bid validity or
  - b. In the case of a successful bidder, if the bidder fails:
    - i. To Sign the contract in time **or**
    - ii. To furnish performance security.

#### **7.4.2. Implementation cum Performance Security**

On receipt of the notification of Contract award, the successful Bidder shall furnish to the Client the implementation cum Performance Security for the amount specified in SCC within time limit fixed, in the form of BG/ DD/ Online payable at Guntur. The other requirements of BG/ DD/ Online will be same as that for EMD.

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The proceeds of the security shall be payable to the Client as compensation for any loss resulting from the SSP's failure to complete any one or all obligations under the Contract.

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

#### **7.4.3. Payment**

The method and conditions of payment mode to be made to DOAM by the solution provider under this contract shall be specified in SCC.

#### **7.4.4. Offered Prices**

Prices charged for deliverables and Services performed under the Contract shall not be increased from the prices offered to DOAM in the bid. The offered prices shall include all taxes, duties, license fees, and other such levies as required in the format given.

#### **7.4.5. Taxes and Duties**

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

#### **7.4.6. Delay in the SSP Performance**

The SSP must start as per the direction of the client at the designated locations and Services shall be made in accordance with the time schedule prescribed by the Client in the Schedule of Requirements.

If at any time during performance of the Contract, the SSP should encounter conditions impeding timely delivery or installation of the Systems or performance of the Services, the SSP shall promptly notify the Client in writing of the fact of the delay, likely duration and its cause(s). As soon as practicable after receipt of the SSP notice, the Client shall evaluate the situation and may at its discretion extend the time for performance, with or without liquidated damages, and revised implementation plan will be prepared by both parties.

Except as provided under GCC Clause, if SSP fails in the performance of its delivery or installation obligations shall render the liable to the imposition of liquidated damages pursuant to GCC Clause, unless an extension of time is agreed upon by client without the application of liquidated damages.

#### **7.4.7. Liquidated Damages**

If the SSP fails to deliver goods/ Services or install any or all the systems or if any of the goods/ services fail to gain Acceptance within the period(s) specified in the Contract, the

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Client shall, without prejudice to its other remedies under the Contract, deduct from the performance security, as liquidated damages, a sum equivalent to the 10% of the Contract price specified in SCC. Once the maximum is reached, the Client may consider termination of the Contract.

If delivered or installed goods and/or Services cannot be put to use without the undelivered goods/Services, the damages will be calculated using the total price of the goods/services that cannot be put to use.

### **7.4.8. Application of LD**

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

### **7.4.9. Termination for Default**

The Client, without prejudice to any other remedy for breach of Contract, may terminate this Contract in whole or in part by giving 30 days advance notice; if the SSP fails to deliver any or all of goods/services or to install any or all the Systems within the period(s) specified in the Contract, or within any extension thereof granted by the Client or if he fails to perform any other significant obligations(s) under this contract.

In the event the Client terminates the Contract in whole or in part, the Client may procure, upon such terms and in such manner as it seems appropriate, goods/services similar to those undelivered, and the SSP shall be liable to the Client for any excess costs for those similar goods or Services. However, the SSP shall continue performance of the contract to the extent not terminated.

### **7.4.10. Termination for Insolvency**

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

## **7.5. Force Majeure**

The SSP shall not be too liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event beyond the control of the and not involving SSP’s fault or negligence and not foreseeable. Such events may



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include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the SSP shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the SSP shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

### **7.6. Resolution of disputes**

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

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

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

In case of a dispute or difference arising between the Client and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

### **7.7. Governing Language**

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

### **7.8. Applicable law**

The contract shall be interpreted in accordance with appropriate Indian laws. Arbitration proceedings shall be held in High Court of Judicature in Andhra Pradesh.

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### **7.9. No interest in performance Guarantee**

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

### **7.10. Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable, or facsimile and confirmed in writing to the other party's last known address.

A notice shall be effective when delivered or tendered to other party whichever is earlier.

## **8 Contract Execution**

### **8.1. Inspections and Acceptance Test**

Inspection: DOAM or its representatives shall have the right to inspect installation and commissioning works or any other work that would carry as part of contract execution for its quality to confirm their Contract specifications at point of delivery and/or at the final place(s) of delivery. The SSP shall arrange necessary systems, people, and equipment for such inspections. DOAM shall provide necessary infrastructure in AP State Data centre to deploy the software. Should any inspected or tested or delivered goods/services fail to conform to the Contract specifications or to pass the Acceptance tests as defined jointly in the Project Plan, the Client may reject the delivered goods/services, and the SSP shall either replace the rejected delivered goods/services or make alterations as necessary to meet the specifications free of cost to the Client.

### **8.2. Acceptance test method and final acceptance of the solution**

Acceptance of the deliverables shall be made at the department site specified in the Schedule of Requirements at the Client's discretion.

The SSP shall develop and execute Acceptance test programs, procedures and data, with all necessary and proper co-operations in consultation with client, pursuant to GCC Clause, The Client shall provide the necessary input to the development of the Acceptance testing portion of the Project Plan, pursuant to GCC Clauses, within the number of days from the Effective Date of the contract specified in SCC. Acceptance tests and success criteria will be defined to substantiate the standard of performance stipulated in the SSP's bid.

Acceptance testing for the final deliverables shall commence within 30 days from the date of completion of the project as per scope defined.

Nothing in shall in any way release the SSP from any warranty or other obligations under this Contract or limit the Client's ability to seek other remedies as specified in the Contract.

### **8.3. SSP's Obligations**

The SSP will abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Client's country and will indemnify the Client from all demands or responsibilities arising from accidents or loss of life. The SSP will pay all indemnities arising from such incidents and will not hold the Client responsible or obliged.

The SSP is responsible for and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state of the art methods and

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economic principles and exercising all reasonable means to achieve the performance specified in the Contract.

The SSP is obliged to work closely with the Client's Project Manager and staff, act within its own authority, and abide by directives issued by the Client that are consistent with the terms of the Contract. SSP is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

The SSP shall appoint an experienced Representative to manage its performance of the Contract within 15 days from Contract signature. The Representative shall be authorized to accept orders and notices on behalf of the SSP, and to generate notices and commit the SSP to specific courses of action within the scope of the Contract. The Representatives may be replaced only with the prior written consent of the Client.

The SSP shall develop the final Project Plan based on Contract requirements, to be submitted to the Client for review and approval within the number of days specified in SCC from the Effective date of the Contract, with all reasonable and necessary input from the Client.

The SSP shall complete Delivery, Installation and Acceptance of the Systems in accordance with Contract requirements (as may be further elaborated in SCC and the Project Plan).

## 9 Special Conditions of the Contract (SCC)

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

### 9.1. Subject Matter of Contract

#### 9.1.1. Contract Agreement

The successful bidder should enter into agreement with the client.

#### 9.1.2. Key Personnel for Client

Co-ordinator from the Client.

Co-ordinator(s) from the Consultant.

#### 9.1.3. Key Personnel for SSP

List of Key personnel identified and listed by the SSP in the bid document.

**[SSP shall provide the List]**

#### **“Contract signing”**

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

#### **“Effective Date”**

Means the date on which the contract signed for execution

#### **“Local office”**

The bidder should undertake to provide a project office in the State where the services are to be provided

#### **“GO live”**

Means the date on which all modules as per the contract are made operational and accepted by the client.

#### **“Project Coordinator”**

Means the Project Manager or any other officer appointed by SSP on its behalf for overall co-ordination, supervision, and project management.

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### **“Project site”**

Where applicable, means the place(s) where services are to be made available to user(s).

#### **9.1.4. Project development site**

The development team shall be stationed at the SSP site. However, the department will arrange for the access to the IT Infrastructure which are required to deploy and maintain the application.

#### **9.2. Project Reports**

The SSP shall on a regular basis but not less than once a quarter for the first year shall provide progress reports giving information on implementation of the modules and other applications for the departments.

#### **9.3. Inspection and Acceptance:**

The client will be entitled at any time, to inspect the site or sites at which the Project is being carried on checking on the implementation of the Project. SSP shall provide all information and assistance required by client in this regard.

The Client will commence the Acceptance Testing within two weeks of intimation of commissioning of the module. The client will issue an Acceptance Certificate to the SSP within two weeks of conducting the acceptance test, signifying its acceptance of the Project, provided any defects, deviations identified during acceptance tests are rectified. However, such acceptance shall not relieve BSP of liability for any defects or problems subsequently arising in the Project.

The date on which client notifies SSP of completion of module will be deemed to be the date on which module is operational.

The SSP may at its option, appoint one or more engineers for the duration of this contract, to regularly provide an independent assessment report of the progress of execution of the Project as well as the operation of the network and the provision of Service as well as to conduct acceptance tests.

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### 9.4. Payments

Payments to the successful bidder shall be made as per the below mentioned criterion:

#### During the period of development:

- a. The development cost (after reverse auction) is paid to the successful bidder as per the below mentioned schedule:

S NO	Module Name	% of Payment to be Made	Schedule
1	e-Permit Module	20%	After "Go-Live" of the module
2	Online License Management System Module	20%	After "Go-Live" of the module
3	Rythu Bazar Module	20%	After "Go-Live" of the module
4	Asset Management Module	10%	After "Go-Live" of the module
5	Budget Module	10%	After "Go-Live" of the module
6	Market Operation Module	10%	After "Go-Live" of the module
7	Pension Module	10%	After "Go-Live" of the module

- b. The SSP shall submit invoices after the "Go-Live" of the each module to the tune of the percentage payment mentioned above.

#### During the Maintenance period:

- a. The total project period is for 2 years.
- b. Barring the development period, the rest of the period is considered as maintenance period.
- c. The maintenance cost (after reverse auction) is divided into equated monthly instalments for the maintenance period.
- d. The SSP shall submit monthly invoices as per the actual resource deployment along with their attendance sheet verified by concerned department.

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### **9.5. Payment Authority**

In case of manpower offering to the other departments, DOAM will pay to the SSP as per payment terms and conditions.

### **9.6. Insurance to men, machine, and material**

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

### **9.7. Infrastructure arrangement by DOAM**

The DOAM shall make necessary arrangements for the IT infrastructure for hosting the applications.



## **10 EXIT MANAGEMENT SCHEDULE**

### **10.1. Purpose**

- a. This Schedule sets out the provisions, which will apply on expiry or termination of the
- b. Agreement, the Project Implementation, Operation and Management SLA.
- c. In the case of termination of the Project Implementation and/or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- d. The Parties shall ensure that their respective associated entities carry out their respective
- e. obligations set out in this Exit Management Schedule.

### **10.2. Transfer of Assets**

- a. The Contracting Authority shall be entitled to serve notice in writing on the Service Provider at any time during the exit management period as detailed hereinabove requiring the Service Provider and/or its sub-contractors to provide the Contracting Authority with a complete and up to date list of the Assets within 30 days of such notice. The Contracting Authority or its nominated agencies shall then be entitled to serve notice in writing on the Service Provider at any time prior to the date that is 30 days prior to the end of the exit management period requiring the Service Provider to transfer to the Project assets/deliverables as determined as of the date of such notice in accordance with the provisions of relevant laws.
- b. In case of contract being terminated by the Contracting Authority, Contracting Authority reserves the right to ask the service provider to continue running the project operations for a period of 6 months after termination orders are issued and all the matters associated with such requests shall be dealt as per agreement.
- c. Upon service of a notice under this Article the following provisions shall apply:
  - Contracting Authority shall pay to the Service Provider on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule if any.
  - Payment to the outgoing Service Provider shall be made to the tune of last set of completed
  - transactions, subject to SLA requirements and for any Capex component that has been accepted by the Contracting Authority but is pending for payment.
  - Contracting Authority shall have the rights to buy back the assets owned by the Pre-Bid

Service Provider, which are not to be transferred to the Contracting Authority as part of this contract at a prevailing depreciated value of the asset. In such transfers, Service provider shall pass on all the warranties and other associated rights to the Contracting Authority.

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- d. The outgoing Service Provider will pass on the assets in working condition, cure from all defects if any on the data of handing over to the Contracting Authority and/or to any agency identified by the Contracting Authority, free from all obligations. Failure to do so in working condition by the Service Provider within the exit period, DOAM would deduct the amount from the exit management payment to be paid to the SI.

1. Upon completion of the contract period or upon termination of the agreement for any reasons, the Service Provider shall comply with the following:

- a. Notify to the Contracting agency forthwith the particulars of all Project Assets.
- b. Deliver forthwith actual or constructive possession of the Project free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by the Contract Authority for fully and effectively divesting the SP of all the rights, title and interest of the SP in the Project and conveying the Project.
- c. Comply with the Divestment Requirements set out except in case if Termination of this Agreement is due to Contracting Authority Event of Default. In case of Termination due to Contracting Authority Event of Default, the SP shall have implemented the maintenance schedule as well as any repairs pointed out by the Independent Consultant in its Operations & Maintenance Inspection Report prior to date of Termination Notice. In case of Termination due to Force Majeure Event, the Divestment Requirements shall be agreed between Contracting Authority and the Operator.
- d. Pay all transfer costs and stamp duty applicable on hand back of project assets except in case the Project is being transferred due to Contracting authority event of default or expiry of contract period, where Contracting Authority shall be responsible for transfer costs and stamp duty, if any. For clarification of doubt, transfer costs in this Clause relate to taxes and duties applicable at transfer of Service Provider, if any.

2. Subject to clause Transfer of Assets (a) clause, of exit management, upon completion of the contract period or upon termination of the agreement, the Service Provider shall comply and conform to the following Divestment Requirements in respect of the Service Provider:

- a. All Project Assets including the hardware, software, documentation, and any other Infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the Service Provider is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the contract period.
- b. The Service Provider delivers relevant records and reports pertaining to the Service Provider and its design, engineering, operation, and maintenance Pre-Bid Clarifications including all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment Date.

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- c. The Service Provider executes such deeds of conveyance, documents and other writings as the Contacting authority may reasonably require conveying, divest and assign all the rights, title and interest of the Service Provider in the Service Provider free from all Encumbrances absolutely and free of any charge or tax unto the Contacting authority or its Nominee.
- d. The Service Provider complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the Service Provider in the Service Provider free from all Encumbrances absolutely and free of any charge or tax to Contacting authority or its nominee.

3. Not earlier than 3 (three) months before the expiry of the contract Period but not later than 30 (thirty) days before such expiry, or in the event of earlier Termination of the contract, immediately upon but not later than 15 (fifteen) days from the date of issue of Termination Notice, the Independent Consultant as nominated by the Contacting authority or its nominated agencies shall verify, in the presence of a representative of the Service Provider, compliance by the Service Provider with the Divestment Requirements set forth in relation to the Service Provider's and, if required, cause appropriate tests to be carried out at the Service Provider's cost for determining the compliance therewith. If any shortcomings in the Divestment Requirements are found by either Party, it shall notify the other of the same and the Service Provider shall rectify the same at its cost.

Upon the SP conforming to all Divestment Requirements and handing over actual or constructive possession of the SP to Contacting authority or a person nominated by Contacting authority in this regard, contacting authority shall issue a certificate substantially, which will have the effect of constituting evidence of divestment of all rights, title and lien in the SP by the SP and their vesting in SP pursuant hereto. Issue of such certificate shall not be unreasonably withheld by Contacting authority. The divestment of all rights, title and lien in the SP shall be deemed to be complete on the date when all the Divestment Requirements have been fulfilled or the Certificate has been issued, whichever is earlier, it being expressly agreed that any defect or deficiency in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by State Government or its nominee on or in respect of the SP on the footing as if all Divestment Requirements have been complied with by the Concessionaire.

### **10.3. COOPERATION AND PROVISION OF INFORMATION**

#### **During the exit management period:**

- a. The Service Provider will allow the Contracting Authority access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Contracting Authority to assess the existing services being delivered.

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b. Promptly on reasonable request by the Contracting Authority, the Service Provider shall provide access to, and copies of all information held or controlled by them which they have prepared or maintained in accordance with the Agreement, and/or SLA relating to any material aspect of the services (whether provided by the Service Provider). The Contracting Authority shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Service Provider shall permit the Contracting Authority or its nominated agencies and/or any Replacement Service Provider to have reasonable access to its employees and facilities as reasonably required by the Contracting Authority to understand the methods of delivery of the services employed by the Service Provider and to assist appropriate knowledge transfer.

### **10.4. Confidential information, Security, and Data**

- a. The Service Provider will promptly on the commencement of the exit management period supply to the Contracting Authority the following:
- (i) Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of sub-contractors in relation to the services.
  - (ii) Documentation relating to project's intellectual property rights.
  - (iii) Project data and confidential information.
  - (iv) Documentation relating to sub-contractors.
  - (v) All current and updated project data as is reasonably required for purposes of the project or its nominated agencies transitioning the services to its Replacement Service Provider in a readily available format specified by the Contracting Authority;
  - (vi) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Contracting Authority or its nominated agencies, or its Replacement Service Provider to carry out due diligence in order to transition the provision of the Services to the Contracting Authority or its nominated agencies, or its Replacement Service Provider (as the case may be).
- b. Before the expiry of the exit management period, the Service Provider shall deliver to the Contracting Authority all new or up-dated materials from the categories set out in Article above and shall not retain any copies thereof.
- c. Before the expiry of the exit management period, unless otherwise provided under the Agreement, the Contracting Authority shall deliver to the Service Provider all forms of Service Provider confidential information, which is in the possession or control of the Project or its users.

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### **10.5. Employees**

- a. Promptly on reasonable request at any time during the exit management period, the Service Provider shall, subject to applicable laws, restraints, and regulations (including in particular those relating to privacy) provide to the Contracting Authority a list of all employees (with job titles) of the Service Provider dedicated to providing the services at the commencement of the exit management period.
  
- b. To the extent that any Transfer Regulation does not apply to any employee of the Service Provider, the Project, or its Replacement Service Provider may make an offer of employment or contract for services to such employee of the Service Provider and the Service Provider shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Contracting Authority or any Replacement Service Provider.
  
- c. The DOAM or Replacement SP designated by it shall retain the right for hiring a minimum of 2 key personnel of the outgoing SP spearheading the project, as identified by DOAM Department, so as to provide for continuity. SP is hence required to incorporate suitable provisions/ conditions in the appointment orders issued to its personnel, including a service bond to this effect.

### **10.6. Transfer of certain Agreements**

On request by the Contracting Authority, the Service Provider shall effect such assignments, transfers, licenses and sub-licenses as the Contracting Authority may require in favour of the Contracting Authority, or its Replacement Service Provider in relation to any equipment, lease, maintenance or service provision agreement between Service Provider and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the DOAM or its Replacement Service Provider.

### **10.7. General Obligations of the Service Provider**

- a. The Service Provider shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Contracting Authority or its nominated agencies or its Replacement Service Provider and which the Service Provider has in its possession or control at any time during the exit management period.
  
- b. For the purposes of this Schedule, anything in the possession or control of any Service Provider, associated entity, or subcontractor is deemed to be in the possession or control of the Service Provider.
  
- c. The Service Provider shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

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### **10.8. Exit Management Plan**

a. An Exit Management plan shall be furnished by Service Provider in writing to the Contracting Authority or its nominated agencies as part of the bid and as negotiated, which shall deal with at least the following aspects of exit management in relation to the Agreement and SLA.

(i) A detailed program of the transfer process that could be used in conjunction with a Replacement Service Provider including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

(ii) Plans for the communication with such of the Service Provider's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer.

(iii) (if applicable) proposed arrangements for the segregation of the Service Provider's networks from the networks employed by the Project and identification of specific security tasks necessary at termination.

(iv) Plans for provision of contingent support to the Project and Replacement Service Provider for a reasonable period after transfer.

b. The Service Provider shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

c. Each Exit Management Plan shall be presented by the Service Provider to and approved by the Managing Director, DOAM or its nominated agencies.

d. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Service Provider complying with its obligations under this Schedule.

e. In the event of termination or expiry of Agreement and SLA, each Party shall comply with the Exit Management Plan.

f. During the exit management period, the Service Provider shall use its best efforts to deliver the services.

g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment as per RFP.

## 11 Table of Sample Forms and Procedures

### 11.1 Bid Form

Date: [insert: **date of bid**]

To:

The Chief Engineer,  
Department of Agricultural Marketing,  
Old Mirchi Market Yard, Chuttugunta, Guntur – 522 004 (A.P).

Dear Sir,

1. Having examined the Bidding Documents, the receipt of which is hereby acknowledged, we, the undersigned, offer to deploy the solution, submit deliverables under the above-named Contract in full conformity with the said Bidding Documents for the offered ..... (Herein after called “Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
2. We undertake, if our bid is accepted, to commence work as per the schedule and to achieve the Acceptance within the respective times stated in the Bidding Documents.
3. **Construction of the Contract**  
We declare that we have studied Bid document and are making this proposal with a stipulation that you shall award us Contracts for Deployment, Maintenance, and Integration of digitization modules for DOAM and deliver all deliverables and other services specified in the Contract Documents.
4. We have read the provisions of bid and confirm that these are acceptable to us.
5. We further declare that bid is unconditional.
6. We undertake, if our bid is accepted, to commence the work as per the schedule immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.
7. We undertake, if our bid is accepted, the source code of the developed software, systems, programs etc. that will be developed to meet the scope of work during the contract execution including the tools if any used for development, will solely rests with the DoAM.

### **Engagement of Service Provider for End-to-End Digitization**

- 8.** If our bid is accepted, we undertake to abide by the General Requirements mentioned under the Scope of the Work section of this RFP.
- 9.** If our bid is accepted, we undertake to provide an Implementation cum Performance Security in the form and amounts, and within the times specified in the Bidding Documents.
- 10.** We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act".
- 11.** We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without collusion or fraud.
- 12.** We agree to abide by this bid, consists of this letter, the Price Schedules, the Bid Security, the duly notarized written power of attorney, and Attachments 1 through [specify: **the number of attachments**] to this Bid Form, for a period of bid validity from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 13.** Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

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

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

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

#### **Attachments:**

As per the Scope of Work



## Engagement of Service Provider for End-to-End Digitization

### 11.2 Form of Contract Agreement

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

#### Between

(1) [insert: **Name of Client**], (hereinafter called “the Client”), and

(2) [insert: **name of**], (hereinafter called “the SSP”).

**Whereas** the Client desires to engage the SSP to Deploy and Maintain of digitization modules for DOAM as per the scope and deliver all the deliverables and have agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

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

#### 1. Article 1 – Contract Documents

##### 1.1 **Contract Documents**

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

This Contract Agreement and the Appendices attached to the Contract Agreement

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

## **Engagement of Service Provider for End-to-End Digitization**

### **1.2 *Order of Precedence***

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

### **1.3 *Definitions (Reference GCC Clause 1)***

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

## **2. Article 2 – Contract Price and Terms of Payment**

### **2.1 *Contract Price***

DOAM shall pay SSP as per manpower usage by DOAM and other government departments and corporations on a project basis.

## **3. Article 3 – Effective Date for Determining Time for Operational Acceptance**

### **3.1 *Effective Date***

The date of signing of the contract

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

## **4. Article 4 – Jurisdiction**

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

## **5. Article 5 – Appendixes**

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

**Engagement of Service Provider for End-to-End Digitization**

**IN WITNESS WHERE OF** the DOAM and the SSP have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the DOAM (Purchaser)

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

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

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

For and on behalf of the SSP

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

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

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

**11.3 SSP 's Representative (Appendix 1)**

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

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

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

**Annexure A - Bid Table of Contents and Checklists**

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

<b>Item</b>	<b>Present (Yes/No)</b>
EMD (Online)	
Bid Document Fee in favour of Superintending Engineer (AM)Guntur of SBI Ac.No.62348334211, IFS Code.SBIN0020715 through RTGS or NEFT only and same shall be uploaded.(Non refundable)	
Bid Form	
Past experience details	
Solution details and approach	
Price Schedules	

**Annexure B - Bid Security (Bank Guarantee) Form**

**DOAM Ref. No:** .....

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

(To be issued by a bank scheduled in India as having at least one branch in Guntur)  
Whereas..... (Here in after called "the Bidder") has submitted its bid dated..... (Date). For the execution of..... (Here in after called "the Bid")**KNOW ALL MEN** by these presents that **WE** ..... of ..... having our registered office at..... (here in after called the "Bank") are bound unto the Department of Agricultural marketing (hereinafter called "The DOAM") in the sum of ..... for which payment well and truly to be made to the said DOAM itself, its successors, and assignees by these presents.

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity or
2. If the bidder, having been notified of the acceptance of its bid by the DOAM during the period of bid validity:
  - i. fails or refuses to execute the contract form if required; or
  - ii. fails or refuses to furnish the performance security, in accordance with the bid requirement.

We undertake to pay the DOAM up to the above amount upon receipt of its first written demand, without the DOAM having to substantiate its demand, provided that in its demand the DOAM will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

**Place:**

**Bidder's Signature and Seal**

**Date:**

Annexure C - Stage – I Bidding (Pre-Qualification) formats

Name of the SSP:

Name of the Project:

Form – P#1

General Information of the SSP

1.	Name of the Company/ Firm	:	
2.	Date of Incorporation (Registration Number & Registering Authority) GSTNo, PAN No.	:	
3.	Legal Status of the Company in India & Nature of Business in India	:	Public Ltd Company/ Private/ Partnership firm
4.	Address of the Registered Office in India	:	
5.	Date of Commencement of Business	:	
6.	Name & e-mail id, phone number, fax of the Contact Person	:	Phone: Fax: Email:
7.	Website	:	
8.	Quality Certifications attained by the firm – CMMI3 certification or Higher issued date and expiry date	:	
9.	ISO 27001:2015 or Higher certification issued date and expiry date	:	
10	Awards	:	
11	EMD details	:	Amount: DD No. & Date Name of the Bank: Valid up to:
12	Proof of purchase of bid document	:	DOAM Receipt No: Date of purchase:

Place:

Bidder's Signature and Seal

Date:

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**Form – P#2 - IT/ITEs Experience**

**Name of the SSP:**

**Name of the Project:**

<b>S.No</b>	<b>Name of the Client with address and Phone No</b>	<b>Project Duration</b>		<b>Value of Project in Rs.</b>	<b>Brief Project description</b>	<b>Current status as on date – certificate from HoD of the dept.</b>
		<b>Start Date</b>	<b>Completion Date</b>			
<b>1.</b>						
<b>2.</b>						
<b>3.</b>						

**Place:**

**Bidder's Signature and Seal.**

**Date:**

**Note:**

1. Provide sufficient evidence such as agreements, work completion certificates along with the letter from HoD of dept to support information provided in the above table.
2. Certificate from User – HOD should be sent directly to DOAM in sealed cover.

**Engagement of Service Provider for End-to-End Digitization**

**Form – P#3 - Turnover in IT/ITEs Projects**

**Name of the SSP:**

**Name of the Project:**

**(All values in Rs. Lakhs)**

<b>S.No</b>	<b>Financial Year</b>	<b>Turnover of the firm in</b>		<b>Profit after Tax</b>	<b>Net Worth of Company</b>
		<b>Total Turnover of the firm</b>	<b>IT/ITEs Projects</b>	<b>Total</b>	
	<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>
<b>1</b>	<b>FY2018-19</b>				
<b>2</b>	<b>FY2019-20</b>				
<b>3</b>	<b>FY 2020-21</b>				
<b>4</b>	<b>FY 2021-22</b>				
<b>5</b>	<b>FY2022-23</b>				

**Place:**

**Bidder's Signature and Seal.**

**Date:** .

**Note:**

- 1. Please attach audited Balance Sheets and IT return statements to confirming the figures mentioned in columns (2).*
- 2. Please attach PO copies and project completion certificates to support software development (HW, Networking component in SI projects will not considered for software development)*



**Stage-II Bidding (Technical Solution offered by the Bidder)**

**Form – T#1 - Understanding of the project**

**Name of the SSP:**

**Name of the Project:**

**A Brief technical proposal by the bidder on Project Scope, understanding of the project, technologies proposed covering the following and other issues related to project:**

- i.** Solution Details
- ii.** Project execution plan
- iii.** Solution deployment plan – The plan should clearly consists of timelines for the development of each module, total time to be taken for the development of the solution, maintenance period etc. It has to consist of technical details of the solution including the framework to be used, deployment of technical persons both at client site and SSP site.
- iv.** Operational Guidelines.
- v.** Issues and Risks in the maintain of the Project.

**Place:**

**Bidder's Signature and Seal.**

**Date:**

**Form T#2: Project and Risk Management**

**The bidder should provide detailed description for all the parameters mentioned below provided in this form**

The proposal should clearly and concisely define the project management framework that shall be followed by the bidder. The framework should contain at least but not limited to the following:

- a. The Project Organization & Quality Management Strategy
- b. Communication Management Strategy
- c. Risk Management Strategy - Highlight the associated risks/ problems and plans for mitigation and explain the technical approach it would adopt to address them
- d. Adherence to the proposed timelines Activities, Sequencing, and dependencies among activities

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### Check List -Compliance/ Agreed/ Enclosed/ Deviation Statement

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

Sl.No	Bid document reference	Remarks
1.	Form P#1	
2.	Form P#2	
3.	Form P#3	
4.	Form T#1	
5.	Form T#2	
6.	Form C#1	
7.	Annexure - A	
8.	Annexure – B	
9.	Annexure – D	

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

**Place:**

**Bidder's signature and seal**

**Date:**

**NOTE:** For every item appropriate remark should be indicated like 'no deviation', 'agreed', 'enclosed' etc. as the case may be.

Stage – III Bidding (Commercial) formats

Form C#1 - Commercial Proposal

Name of the SP:

Name of the Project:

Sl. No.	Task	Amount excluding taxes (Rs.)	Applicable Taxes (Rs.)	Total (Rs.)
1	Development of Software Solution for the Scope of work mentioned in this document	(A)	(B)	$C = [A + B]$
2	Maintenance of Software Solution for the Scope of work mentioned in this document	(D)	(E)	$F = [D + E]$
3	Total	(G)	(H)	$I = C + F$

Note\*:

- Reverse Auction will be conducted based on the grand total (I).
- The successful bidder has to submit the break-up sheet, within 24 hours after the announcement, in the above format after the reverse auction duly quoting the development cost and maintenance cost.
- The successful bidder shall maintain the same ratio between the development cost and maintenance cost before and after the reverse auction.
- The development cost mentioned under (C) in the break-up sheet after the reverse auction shall be taken as final development cost for processing the payments.
- The maintenance cost mentioned under (F) in the break-up sheet after the reverse auction shall be taken as final maintenance cost for processing the payments.
- The quoted rate in this financial form should not be vary with the online quote. If any discrepancy found among the financial quotes the tender will be summarily rejected.

Place:

Bidder's Signature and Seal.

Date:

**Annexure D: Non-Disclosure Agreement**

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, Director, DOAM on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name of the bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

**WHEREAS**

The “Purchaser” has issued a public notice inviting various organizations to propose for hiring services of an organization for provision of services under the Implementation of Project in the DOAM of GoAP (hereinafter called the “Project”) of

the Purchaser.

The Bidder, having represented to the “Purchaser” that it is interested to bid for the proposed Project,

The Purchaser and the Bidder agree as follows:

1. In connection with the “Project”, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
  - a. Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information.
  - b. Restrict disclosure of the Information solely to its employees, agents, and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information.
  - c. Use the Information only as needed for the purpose of bidding for the Project.
  - d. Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and undertake to document the number of copies it makes
  - e. On completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:

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- a. Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
  - b. Is or becomes publicly known through no wrongful act of the Bidder; or
  - c. Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
5. The Purchaser will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights in the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information and shall reproduce any such mark or notice on all copies of such Information.
7. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.
8. Upon written demand of the Purchaser, the Bidder shall
- a. Cease using the Information,
  - b. Return the Information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice, and
  - c. Upon request of the Purchaser, certify in writing that the Bidder has complied with the
  - d. obligations set forth in this paragraph.
9. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

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10. Confidential information is provided “as is” with all faults. In no event shall the purchaser be liable for the accuracy or completeness of the confidential information.

11. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors, and assigns.

12. Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

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

(Name of the Authorized Signatory)

**End of the bid Document**