

## Tender Document

Tender schedule  
For  
**SELECTION OF AN AGENCY TO DEVELOP  
MULTIFUNCTIONAL KIOSK SOFTWARE WITH WEB  
DASHBOARD FOR RYTHU BHAROSA KENDRALU IN THE  
STATE OF ANDHRA PRADESH**  
By  
**Department of Agriculture**



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**PROPRIETARY& CONFIDENTIAL**

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## Newspaper Advertisement



## DEPARTMENT OF AGRICULTURE

**RFP for selection of Service Provider for Operation & Maintenance of Digital Kiosk  
Multi functional software.**

**Digital Kiosk Multifunctional software**

Time schedule of various tender related events:

Bid calling date	17.09.2020
1 <sup>st</sup> Pre-bid conference date and time	21.09.2020
Last Date of Technical Bid Submission	24.09.2020 11.00 AM
Communication to technically qualified bidders	24.09.2020
Financial Bid closing Date /Time <b>(eProcurement portal only)</b>	28.09.2020 12.00 PM
DEPARTMENT OF AGRICULTURE Contact person	Commissioner of Agriculture Section Contact No :8331056105
DEPARTMENT OF AGRICULTURE Reference No.	DEPARTMENT OF AGRICULTURE/AGC02-35029/65/2020

Tender details and specifications can also be seen on

[www.apecurement.gov.in](http://www.apecurement.gov.in) and <http://www.apagrisnet.gov.in>

Sd/-  
Commissioner,  
DEPARTMENT OF AGRICULTURE

## **General Information**

Primary objective of the Government of Andhra Pradesh is to provide Agricultural Extension services to farmers, to transfer the latest technical knowledge to the farming community, introduction of high yielding varieties, laying demonstrations, imparting training to farmers to improve skills & knowledge to boost up the agricultural Production and productivity. The other objectives is to assess requirements of agriculture inputs well in advance, monitor timely supply of seeds, fertilizers and pesticides, implements, credit etc., to farmers and to regulate their production.

The Department of Agriculture, Government of Andhra Pradesh in order to achieve the above objectives, has established the Dr.YSR Rythu Bharosa Kendras (Dr.YSR RBKs). In these RBKs, the government has ensured the presence of a Kiosk through which retail sale of agri inputs such as seeds, fertilizers, pesticides is being carried out based on the indents placed by farmers on their choices at village level. AP Agros, a Government of Andhra Pradesh undertaking is the Nodal Agency for Input Supply through RBKs.

## **Introduction**

Department of Agriculture invites Request for Proposal (RFP) from the prospective Bidders meeting the qualification criteria specified in this RFP for selection of Service Provider (Agency) for development of a Multifunctional Kiosk Software with Web dashboard.

Across the Andhra Pradesh 9,429 Kiosks are supplied to the RBKs and at present they are being used for Input Order placing. Due to the wide technical capabilities that the KIOSK is equipped with, the department now wants to make use of the same to provide more value added services to farmers.

The Government of Andhra Pradesh decided to identify a Service Provider through Open Competitive Bidding Procedures for Development and maintenance of the Multifunctional Kiosk Software with Web Dashboard for KIOSKs present in the RBKs including the changes/modifications in the existing application and also to develop additional features required by the Department of Agriculture time to time for smooth delivery of departmental services to the public, hence this RFP.

DEPARTMENT OF AGRICULTURE invites bids from the prospective Agencies having experience in Development, Operation & Maintenance including changes/modifications for the Kiosk and Web Based Application software of Government of Andhra Pradesh, as per the detailed scope of work mentioned in this RFP.

**1.1. Important Dates and Contacts**

Bid calling date	17.09.2020
1 <sup>st</sup> Pre-bid conference date and time	21.09.2020
Last Date of Technical Bid Submission	24.09.2020 11.00 AM
Communication to technically qualified bidders	24.09.2020
Financial Bid closing Date /Time <b>(eProcurement portal only)</b>	28.09.2020 12.00 PM
DEPARTMENT OF AGRICULTURE Contact person	Commissioner of Agriculture Section Contact No :8331056105
DEPARTMENT OF AGRICULTURE Reference No.	DEPARTMENT OF AGRICULTURE/AGC02-35029/65/2020

Intending bidders are advised to visit e procurement **website: [www.apecurement.gov.in](http://www.apecurement.gov.in)** for submission of tender for any corrigendum/ addendum/ amendment. **If not followed the website, Department of Agriculture is not responsible and individual communication will not be provided to the intending bidders**

**1.2. Award of Contract**

The proposals received will be evaluated based on Quality cum Cost Based Selection as per evaluation criteria mentioned in subsequent sections of this RFP. Proposals will be ranked in terms of the Overall Scores obtained from Highest to Lowest. The bidder with the highest overall score will be considered for award of contract towards Operation and Maintenance of "**Multifunctional Kiosk Software and Web Dashboard**".

**1.3 Contract Period**

The contract period is for **Three (3) years** initially from the effective date of contract and shall be extended further for a period of additional two years.

Design, Development and Go-Live - T+6 Months (Warranty) = T1

Maintenance – T1+2Yrs

T is the date of Contract

**Activities during Design, Development and Go Live**

- Design, Development and Go-Live

**Activities during maintenance**

- Attend all support calls and assist the users
- Ensure that the system up time is 99%
- Any new functionality to be developed is considered as Change Request (CR)

- All the change requests are to be approved by the department and the Vendor is supposed to submit the Impact analysis and the cost in case the CR takes more than 20 Hrs.
- Approved CRs have to be delivered as agreed.

**1.4 Effective date of contract**

DEPARTMENT OF AGRICULTURE will declare the effective date of contract through a letter when the Service Provider is ready to take up the work as per terms of RFP and deployment of required manpower.

**1.5 Project Deliverables and Timelines**

The selected Service Provider should take up the work immediately upon receipt of Notification of Award. Required manpower is to be identified for system study, development, smooth Operation & Maintenance of the Multifunctional Kiosk Software and Web Dashboard within 15 days from the receipt of Notification of Award. The Project should be completed within 45 days from the date of Work Order issue.

**1.6 Payment Milestones**

Payment will be on as per agreed terms & conditions of this RFP. Details of the milestone are defined below.

<b>Development</b>	<b>Payment Schedule</b>
Along with Work Order	: 20%
On completion	: 70%
After one month of work Delivery	: 10 %
<b>Maintenance (On submission of Invoices)</b>	
Year 1	: Quarterly payment
Year 2	: Quarterly payment

As per the commercial quote after deducting the IT/GST if any at source as per IT/GST act. The selected Service Provider shall submit their claim for payment to the Commissioner of Agriculture, Department of Agriculture, Government of Andhra Pradesh along with details of work executed, operation and maintenance of the portal with evidence of accomplishment of the scope of the work.

**2 Scope of Work**

To ensure that information dissemination to Grass Root Level especially to the remote Villages is made easy through Digital Kiosks, the proposed Multifunctional Kiosk Software and Web Dashboard is expected to have the following features embedded in it

- i. Agri Market Intelligence
- ii. Procurement center information
- iii. Weather forecasting
- iv. Video calling facility for farmer to interact with Agriculture Scientist



- v. News
- vi. Advertisement to generate revenue
- vii. Agros application to carry out the existing retail operations at RBKs
- viii. Banners

### **Agri Market Intelligence**

To ensure availability of Prevailing and Forecast Market prices of the major crops being grown in the state of Andhra Pradesh to farmers.

### **Procurement Centers information**

All the nearest Procurement Centers to the RBK must be displayed in this module.

### **Weather Forecasting**

To provide weather updates to farmers regarding the rainfall, temperature etc.

### **Video Calling Facility**

To ensure that farmers gain valuable knowledge / suggestions from Agri Scientists it is proposed to make available Video calling facility in Kiosks. The respective District Resource Centers and Integrated Call Center to be connected with Kiosks during Video call.

### **News**

Various Department of Agriculture News and Agriculture News must be visible to farmers through the Multifunctional KIOSK application.

### **Agros Application**

The proposed multifunctional KIOSK application must also host the exiting AP Agros Kiosk application through which Retail operations are being carried out.

### **Advertisement to generate revenue**

The proposed multifunctional KIOSK application must also include Advts provision as per requirement in the Multifunctional Kiosk software. The Advts publication, timings, content etc are to be managed from the Dashboard.

### **Banners**

The proposed multifunctional KIOSK application must allow four banners at the top to display Dept programme. The Banner images to be controlled and updated through Dashboard.

### **Text to Voice Feature**

The software application should allow Text to Voice feature and the text will be local language "Telugu"

## Dashboard

The selected agency shall provide a web based dashboard / portal for the department to upload / monitor and maintain all the necessary data required for the smooth operation of the above listed services. The required features in the Multifunctional Kiosk software shall be managed by Dashboard.

## Development

- To Develop and maintain Multifunctional KIOSK Software and Web Dashboard Web portal with complete functionalities for smooth delivery of department functionalities through portal for the users
- To maintain the web dashboard to enable the delivery above specified services to farmers.
- To provide training and field support to the Department of Agriculture officials on all the services provided through the Multifunctional KIOSK Software and Web Dashboard.

The Successful Bidder (Service Provider / Agency) is responsible for Application/Database Administration; backup of the transactions as per the requirements of the Department of Agriculture. Software & MIS reports need to be modified from time to time upon receipt of written request from the Department of Agriculture. Bidder shall be paid for effort on change request(s) as per Terms in RFP.

## Technical Specifications of Digital Kiosk supplied to RBKs

Kiosk Specifications	Suggestive Values
<b>Display</b>	
Display Size (inches)	21.5" (16:9)
Active Display Area	18 X 10.5 Inches
Maximum Resolution and refresh rate	1920 * 1080 @60 Hz
Anti -Glare	Yes
Panel Type	Panel Type & Touch Technology; IPS, PCAP Multi Touch
Response time (On/Off)	8ms
Contrast Ratio	100 Million : 1
Brightness	250 nits (cd/m <sup>2</sup> ) or more
Viewing angle (CR=10)	178 <sup>o</sup> (H), 178 <sup>o</sup> (V)
Colours	16.7 Million
Bits	6-bit + Hi-FRC
Network & Communications	802.11a/b/n wireless LAN; Bluetooth® 3.0

Ports	VGA / HDMI (MHL) + USB 2.0
Inbuilt Speakers	4 Watts
Front Camera	2 MP
Fingerprint Scanner	Standard size Required with STQC certified
<b>Memory</b>	
OS	Android 10.0 or Latest version
Quadcore processor RAM /Inbuilt memory	4 GB / 64 GB
<b>Kiosk Enclosure</b>	
Type	Floor mounting
Material & Finish	Cold Rolled Close annealed Sheet metal with seven tank powder coating and matt finish coating with min 100 micron thickness.
Frame	1.6 mm
Base	10 mm Metal sheet - Powder coated with provision of 4 No M12 anchor bolts
Stand	58 to 62 Inches
Access Door	2 Access Doors; 1 Access door back side for maintenance & 2 <sup>nd</sup> below screen for future provisioned compartments
Fabrication/ Structure related	Visibility of the Screws should be avoided
Angle of Screen inclination	20 -30 Deg from Y Axis
ePOS Compatibility	Required
<b>Power Backup</b>	
Power Backup	UPS with 30 min to 1 Hour backup
Power Supply (100-240 V)	External Adapter with 5 meters wire
Warranty	3 years Onsite warranty 2 years AMC

\*Mike will be provided by the Department to the Kiosk to enable the Video Call Feature requested.

**2.1 Technology & Integrations**

- a) **Technology:** Latest technologies prevailing in the industry
- e) **Integrations:**

Integrate the information required for the above mentioned service from various sections operating under the Department of Agriculture.

- 2.2 **Trainings:** Department will identify the persons responsible for roll out of Digital Kiosk Multifunction soft ware The Service provider shall provide hands on training to the above persons. The trainings shall be done at Commissionerate as well as at district level if needed.

**3 Pre-qualification Criteria**

<b>S. No</b>	<b>Particulars/ parameters</b>	<b>Documents to be submitted</b>
<b>Legal Entity</b>		
<b>1</b>	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 or System Integration or IT Solution Implementation services. The Company should have been in business for at least 5(five) financial years as on 31st March 2020.	Certificate of Incorporation of the Bidder to be enclosed.
<b>Blacklisting</b>		
<b>2</b>	The bidder declared blacklisted/ ineligible/ debarred by any State / Central Government or PSU or has been found to have been engaged in activities or practices which are corrupt, fraudulent, Non Satisfactory work performed or any other unethical business practices, as on date of bid submission, shall not be eligible.	Self-Declaration from the Bidder as per from authorized signatory of the firm
<b>Financial Criterion</b>		
<b>3</b>	The annual turnover should be at least INR <b>10.0 Crores in last 3 financial years</b> . The revenues should have accrued from software development.	The bidder should submit audited financial statements and a certificate of revenue composition by the Auditor for FY 18-19, FY 17-18 and FY 16-17.
<b>4</b>	The bidder shall have positive net worth as on 31/03/2020 for the last three years.	The bidder should submit audited financial statements and a certificate of revenue composition for each of the 3 years by the Auditor for FY 18-19, FY 17-18 and FY 16-17.
<b>Prior Experience</b>		
<b>5</b>	The Bidder should have prior experience in developing at least 2 mobile based Agriculture applications with a minimum order value of INR 50 Lakhs work order + Go – Live Proofs.	Details of Experience of responding firm/ Project Citation for projects with Work order
<b>6</b>	The Bidder should have prior experience in developing at least 5 applications for customers in the Agriculture Sector. Out of which two applications should have been developed using latest technologies like IoT, AI, Machine Learning, Computer version – Scope of work/ work order clearly mentioning the required experience as mentioned in the clause	Details of Experience of responding firm/ Project Citation for projects with Work order

#### **4 Instructions to Bidders**

##### **4.1 Completeness of Response**

Bidders are advised to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

##### **4.2. Proposal preparation costs & related issues**

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by facilitating the evaluation process.

Will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This RFP does not commit to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.

##### **4.3 Pre-bid Meeting**

DEPARTMENT OF AGRICULTURE shall hold a pre-bid meeting with the prospective bidders for clarifying on the bid conditions if any. All and any queries related to Scope of work, Payment Terms and mode of selection will be entertained during Pre-bid clarifications meeting. Bidders can also send their queries by email or post.

Max. Two (2) authorized representatives of the company will be permitted to attend pre-bid meeting.

##### **4.4 Responses to Pre-bid Queries and Issue of Corrigendum**

DEPARTMENT OF AGRICULTURE will try to provide timely response to all queries. However, DEPARTMENT OF AGRICULTURE makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DEPARTMENT OF AGRICULTURE undertake to answer all the queries that have been posed by the bidders.

At any time prior to the last date for receipt of bids, DEPARTMENT OF AGRICULTURE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

The Corrigendum (if any) & clarifications to the queries from all bidders will be posted in the portal in <http://www.apecurement.gov.in/>. Any such corrigendum shall be deemed to be incorporated into this RFP.

In order to provide prospective Bidders reasonable time for taking the corrigendum into account, DEPARTMENT OF AGRICULTURE may, at its discretion, extend the last date for the receipt of RFP Proposals.

#### **4.5 Right to terminate the process**

DEPARTMENT OF AGRICULTURE may terminate the RFP process at any time and without assigning any reason. DEPARTMENT OF AGRICULTURE makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by DEPARTMENT OF AGRICULTURE. The bidder's participation in this process may result in short listing of the bidder.

#### **4.6 Preparation of Proposals**

The Proposal as well as all related correspondence exchanged by the bidders and DEPARTMENT OF AGRICULTURE shall be written in English language, unless specified otherwise.

In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

The Technical Proposals shall contain an Executive summary giving a brief overview of the way the bidder proposes to achieve the outcomes and the assessment of resources required.

The bidder is expected to submit the Technical Proposal as per the format given in Appendix II. Submission of the wrong type of Technical Proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall not include any financial information.

The Financial Proposal shall be prepared as per the format given in Appendix III.

#### **4.7 Submission of Responses**

The bidder shall submit (2) proposals –**Technical Proposal and Financial Proposal** as per format given in Appendices.

The original proposal both Technical and Financial shall contain no interlineations or overwriting, except as necessary to correct the errors made by the bidders themselves. The same authorized representative who has signed the proposal shall initial the corrections.

An authorized representative of the bidders shall initial all the pages of the original Technical and Financial Proposals. The authorization shall be in the form of written power of attorney accompanying the proposal and supported by any evidence that the representative has been duly authorized to sign.

One set of the documents necessary for Qualification as per the format given in Appendix-I, shall be submitted. An authorized representative of the bidders shall initial all pages of Qualification documents submitted.

#### **4.8 Bid Submission Format**

- a. The entire proposal shall be strictly as per the format specified in this Invitation for Request for Proposal and any deviation may result in the rejection of the RFP
- b. The documents to be submitted for Qualification are:
  - i. General Information of the Bidder – Form PQ#1
  - ii. Financial Turnover – Form PQ#2
  - iii. Past experience details – Form PQ#3
  - iv. Self Declaration Certificate – Form PQ#4
- c. The documents to be submitted for Technical Proposal are:
  - i. Executive Summary
  - ii. Description of approach, methodology. T#1
- d. The documents to be submitted for Commercial Proposal on <http://www.apecurement.gov.in/> portal only are:
  - i. Financial Proposal Cost Break-up

#### **4.9 Venue and deadline for submission**

- a) Technical Proposals must be submitted at Agriculture Commissionerate, Chuttugunta Center, Guntur, Andhra Pradesh PIN: 522004 on or before the last date & time given.
- b) The bidders should take care in submitting their bids & supporting documents well in advance so as to avoid last minute rush & failures. DEPARTMENT OF AGRICULTURE will not entertain any such complaints.
- c) The bids submitted by telex/telegram/fax/e-mail, etc. Shall not be considered. No correspondence will be entertained on this matter.

- d) DEPARTMENT OF AGRICULTURE reserves the right to modify and amend any of the above-stipulated condition /criterion depending upon assignment/project priorities vis-à-vis urgent commitments.

**4.10 Short listing Criteria**

- a) DEPARTMENT OF AGRICULTURE will shortlist bidders who meet the Qualification criteria mentioned in this Invitation to RFP.
- b) Interested bidders shall pay EMD in the form of Bank guarantee for **Rs 5 Lakhs** along with the technical bid enclosures. EMD shall be valid till 31<sup>st</sup> January 2020.
- c) Any attempt by a Bidder to influence the bid evaluation Process may result in the rejection of its RFP Proposal.

**4.11 Evaluation Process**

- a) The evaluation will be i.e., PQ, TQ (offline) & Commercial (Online Only) of the proposal submitted by the bidders.
- b) The bidders will be shortlisted based on the Qualification criteria as given in this RFP document.
- c) The bidders who qualify in PQ evaluation will be eligible for opening of Technical Evaluation & also bidder should arrange for technical presentation on the understanding of the scope of work, approach and methodology if required.
- d) *The bidders have to score a minimum of 70 marks in Technical evaluation to be considered for Financial Evaluation.*
- e) The Financial Proposal of those bidders who get more than 75% marks, in the Technical Evaluation shall be considered for commercial bid evaluation.
- f) The technically qualifying financial proposals will only be opened.
- g) The overall evaluation criteria – Quality and Cost based Selection (QCBS) shall be 70:30 i.e. 70% weightage to the technical evaluation (technical evaluation criteria as per section 5 of this RFP) & 30% weightage to financial evaluation.
- h) In financial evaluation L1 bidder will be given 100 Marks. Marks for other bidders will be given using the formula **(L1 Price/Bidder Price)\*100**
- i) The proposals will be ranked in terms of the overall scores obtained from Highest to Lowest. The bidder with the highest overall score will be considered for award of contract & will be issued L1 after commercial negotiations with the Commissioner of Agriculture, AP, Guntur.

**4.12 The Technical Proposal shall cover the following:**

- a) Core business areas of operation, number of years in the business, ownership and organizational structure of firm.



- b) Client and Project brief details of similar projects.
- c) Audited financial statement for the last three (3) years showing financial capability as specified.
- d) Project Plan for the technical partnership covering scope of work.
- e) Any other relevant information.

**5 Technical Evaluation Criteria**

The bidder should attain a qualifying score of **70 marks** for qualifying in technical evaluation and to be further considered for Commercial evaluation.

<b>S. No.</b>	<b>Evaluation Criteria</b>	<b>Max Marks</b>
<b>1</b>	<b>Google certified developer agency showing capabilities to develop Android based applications</b>	<b>10</b>
<b>2</b>	Experience of Developing Mobile Applications for Government clients in India	<b>10</b>
<b>a</b>	Three applications	10
<b>b</b>	Two applications	5
<b>c</b>	One application	3
<b>3</b>	Past experience of developing similar application as per the scope of work of modules as mentioned in the RFP	<b>15</b>
<b>4</b>	Past experience of developing mobile applications in the Agriculture sector as per below criteria	<b>15</b>
<b>a</b>	Experience in developing at least 2 Mobile applications for Agencies / companies in the Agriculture sector developed using emerging technologies like IoT, AI, Machine learning, Computer version etc.	15
<b>b</b>	Experience in developing at least 1 Mobile applications for Agencies / companies in the Agriculture sector developed using emerging technologies like IoT, AI, Machine learning, Computer version etc.	8
<b>5</b>	Technical solutions offered (Presentation)	<b>50</b>
<b>a</b>	Understanding of the scope	5
<b>b</b>	Technical solutions proposed	10
<b>c</b>	Project plan with a development time line of not more than 1 month	5
<b>d</b>	Submission of illustrative designs/wireframes for the scope of work mentioned applications to illustrate the UI/UX design capabilities of	20

	the partner	
e	Three client testimonials/certificate of good conduct for software Application development related experience from existing clients	10
	<b>Total Marks</b>	<b>100</b>

## 6 Statement of important limits/values related to bid

S No	Item	Description
1	Bid Validity Period	30 days from the date of opening of bids.
2	Period for signing contract	Within 15 days from date of receipt of Notification of Award
3	Payment Terms	As per RFP
4	Conditional bids	Not acceptable and liable for rejection
5	Eligibility Criteria	As per RFP
6	Bid Submission	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.
7	Procedure for Bid Submission	Bids shall be submitted at Agriculture Commissionerate, Guntur

## 7 General Instructions to bidders

### 7.1 Definitions:

- (a) Tender call or invitation for bids means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
- (b) Specification means the functional and technical specifications or statement of work, as the case may be.

- (c) Firm means a Company, Authority, Society, Trust, Co-operative or any other Organization incorporated under appropriate statute as is applicable in the country of incorporation.
- (d) Bidder means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word Firms/bidder 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 Department of Agriculture signs the contract for rendering of goods and services.
- (e) Qualification and Technical bid means that part of the offer that provides information to facilitate assessment by DEPARTMENT OF AGRICULTURE, professional, technical and financial standing of the bidder, conformity to specifications etc.
- (f) Financial Bid means that part of the offer, that provides price schedule, total project costs etc.
- (g) Bid means the qualification bid, Technical submitted at Commissionerate and financial bid on <http://www.apecurement.gov.in/> portal only.
- (h) Goods and services mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
- (i) The word goods when used singly shall mean the hardware, firmware component of the goods and services.
- (j) Maintenance period means period mentioned in bid document for maintaining the systems as scope of work.
- (k) Performance Security deposit of **Rs. 10 Lakhs** is to be kept with the Department till the complete development of the RFP. The EMD paid by the L1 Bidder will also be adjusted towards the performance deposit and the validity is to be extended till the end of the Maintenance period also.
- (l) The EMD for rest of the bidders will be returned after awarding the contract to the successful L1 bidder. **No interest will be paid for the period till return of the EMD BGs**

## 7.2 General Eligibility

- a. This invitation for bids is open to all firms both from within and outside India, who are eligible to do business in India under relevant Indian laws as

is in force at the time of bidding subject to meeting the pre qualification criterion.

- b. Bidders marked/considered by DEPARTMENT OF AGRICULTURE to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- c. Bidder/ blacklisted by any Central or State Govt. / Quasi –Govt. Departments or organizations as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- d. Breach of general or specific instructions for bidding, general and special conditions of contract with DEPARTMENT OF AGRICULTURE or any of its user organizations may make a firm ineligible to participate in bidding process.

### **7.3 Bid forms**

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

### **7.4 Cost of bidding**

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

### **7.5 Clarification of bidding documents**

- a. A prospective Firm / bidder requiring any clarification of the bidding documents may notify DEPARTMENT OF AGRICULTURE contact person. Written copies/ e-

mail of the DEPARTMENT OF AGRICULTURE 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.

- b. The concerned 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 closure of date and time for seeking clarification mentioned in tender call notice. It is further clarified that DEPARTMENT OF AGRICULTURE shall not entertain any correspondence regarding delay or non-receipt of clarification from DEPARTMENT OF AGRICULTURE.

#### **7.6 Amendment of bidding documents**

- a) At any time prior to the deadline for submission of bids, DEPARTMENT OF AGRICULTURE, 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.
- b) All prospective bidders those have received the bidding documents will be notified of the amendment and such modification will be binding on all bidders.
- c) In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the DEPARTMENT OF AGRICULTURE, at its discretion, may extend the deadline for the submission of bids.

#### **7.7 Period of validity of bids**

- a. Bids shall remain valid for 30 days or duration specified in this document. A bid valid for a shorter period shall be rejected as non-responsive.
- b. In exceptional circumstances, the DEPARTMENT OF AGRICULTURE may solicit the bidders' consent to an extension of the period of bid & EMD validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.

#### **7.8 Submission of bids**

- a. The bidders shall submit all the bids i.e., Qualification, Technical in sealed Covers at O/o Commissioner of Agriculture Guntur
- b. Deadline for submission of bids**
  - a. Technical Bids must be submitted not later than the bid submission date and time specified in the tender call notice.

- b. The DEPARTMENT OF AGRICULTURE may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the DEPARTMENT OF AGRICULTURE and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **7.9 Late bids**

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

#### **7.10 Modification and withdrawal of bids**

- a. No bid can be modified subsequent to the deadline for submission of bids.
- b. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

#### **7.11 General Business information:**

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

#### **7.12 Overview of financial bid**

The financial bid should be quoted on [www.apecurement.gov.in](http://www.apecurement.gov.in) portal only. Any other form of financial quote will be rejected.

##### **i. Bid prices**

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

- ii. **Bid currency:** Prices shall be quoted in Indian Rupees and inclusive of all applicable taxes.

#### **7.13 Force majeure**

- a. The Firms/bidder shall not be liable for forfeiture of its EMD, 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.

- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the Firms/bidder and not involving the Supplier's fault or negligence and not foreseeable.

Such events may include, but are not restricted to, acts of the DEPARTMENT OF AGRICULTURE in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- c. If a Force Majeure situation arises, the Firms/bidder shall promptly notify the DEPARTMENT OF AGRICULTURE in writing of such condition and the cause thereof. Unless otherwise directed by the DEPARTMENT OF AGRICULTURE in writing, the Firms/bidder 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.

#### **7.14 Termination for insolvency**

DEPARTMENT OF AGRICULTURE may at any time terminate the contract by giving 30 days written notice to the Firms/bidder if the Firms/bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Firms/bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DEPARTMENT OF AGRICULTURE.

#### **7.15 Termination for convenience**

- a. DEPARTMENT OF AGRICULTURE, may at any time by giving 30 days written notice to the Firms/bidder, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the DEPARTMENT OF AGRICULTURE /Purchaser's convenience, the extent to which performance of the Firms/bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. DEPARTMENT OF AGRICULTURE may in the following events after giving a prior notice and conducting investigations if required, terminate:-
- c. If the Bidder becomes Bankrupt or financially insolvent during the period of the contract.
- d. If it is found that the bidder has been convicted for any unlawful activities.

- e. If it is found that bidder has made gross misconduct or involved in practices injurious to the image and interest of the Department or has failed in performing his duties as per contract.
- f. If the performance of the Bidder Agency is not as per the Department requirement during development of Multifunctional Kiosk Software with Web Dashboard or during its maintenance.

#### **7.16 Resolution of disputes**

- a. DEPARTMENT OF AGRICULTURE and the Firms/bidder 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.
- b. If, after thirty (30) days from the commencement of such informal negotiations, DEPARTMENT OF AGRICULTURE and the Firms/bidder 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.
- c. The dispute resolution mechanism shall be as follows:
- d. In case of a dispute or difference arising between DEPARTMENT OF AGRICULTURE and the Firm /bidder 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.

#### **7.17 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.

#### **7.18 Applicable law**

The contract shall be interpreted in accordance with appropriate Indian Laws.

#### **7.19 Notices**

- a. 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, e-mail, Cable or Facsimile and confirmed in writing to the other party's address.
- b. A notice shall be effective when delivered or tendered to other party whichever is earlier.

#### **7.20 Taxes and duties**



The Firms/bidder shall be entirely responsible for all taxes, duties, license fee etc. incurred until delivery of the contracted services to DEPARTMENT OF AGRICULTURE or as per the terms of tender document if specifically mentioned.

**7.21 Standards**

- a. The technology and quality of the service should be of the highest standards available in the present market.
- b. Before shipping, the identified Firm will inform DEPARTMENT OF AGRICULTURE giving full details about these standards and take approval.

**Bid Letter Form**

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

To:  
The Commissioner of Agriculture  
Chuttugunta Center, Guntur-522004  
Andhra Pradesh  
Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated.....

**Project title:**

If our bid is accepted, we undertake to;

Provide services/ execute the work according to the time schedule specified in the bid document,

Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

**Place: Bidder's signature and seal.**

**Date:**

## Form of Model 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 the bidder]*, (hereinafter called "the bidder").

**Whereas** the Client desires for " \_\_\_\_\_ " for \_\_\_\_\_ Department, Andhra Pradesh, Guntur and submit all 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 DEPARTMENT OF AGRICULTURE and the

Firm, 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) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Pre-bid conference minutes.
- (e) Bid document with modification if any
- (f) *Any other documents*

## 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*

The Client hereby agrees to pay to the bidder as amount of

***Rs. XXXX*** /- for the items mentioned after finalisation of price bid. The Contract Price in consideration of the performance by the bidder of its obligations under the Contract.

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

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

The time allowed for execution, delivering deliverables and Acceptance of the same should be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Client and the bidder;
- (b) The bidder has submitted to the Client 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.

***IN WITNESS WHERE OF*** DEPARTMENT OF AGRICULTURE and the Firm 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 Client (Purchaser)

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

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

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

For and on behalf of the Bidder

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

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

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

**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
	Delivery period	
	Form PQ#1	
	Form PQ#2	
	Form PQ#3	
	Form PQ#4	
	Form T#1	
	Form T#2	
	Form C#1	

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:**  
**Date:**

**Bidder's Signature and Seal**

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

**APPENDIX I****Pre Qualification (PQ) Proposal submission forms****Form – PQ#1: Bidder's General Information**

<b>1</b>	Name of the Company/ Firm	:	
<b>2</b>	Date of Incorporation (Number & Registering Authority) GST No., PAN No.	:	
<b>3</b>	Legal Status of the Company in India  And nature of Business in India	:	
<b>4</b>	Address of the Registered Office in India	:	
<b>5</b>	Date of Commencement of Business	:	
<b>6</b>	Name & e-mail id, phone number, fax of the Contact Person	:	
<b>7</b>	Web-Site	:	
<b>8</b>	Quality Certifications attained by the firm – ISO 9000 certification or any other Internal Quality System with defined quality policy and standard quality procedure.	:	
	Issue Date	:	
	Expiry Date	:	

**Place:**  
**Date:**

**Bidder's Signature and Seal**

## Form - P#2: Bidder's Turnover Details

(All values in Rs. Lakhs)

Financial Information of Bidder				
Sno	Financial Year	Turnover of the firm in	Total Profit after Tax	Net Worth of Company
	(1)	(2)	(3)	(4)
1	FY.2016-17			
2	FY.2017-18			
3	FY.2018-19			

## Note:

1. Turnover in areas other than mentioned above shall not be considered for evaluation.
2. Please attach audited Balance Sheets and IT return statements to confirming the figures mentioned in columns (2).
3. Bidder should submit any of the Audited balance sheet / Profit & Loss statement / certificates from CFO of the Company duly audited by the Chartered Accountant and certified by the Company Secretary for all the above stated three financial years.

Place:  
Date:

Bidder's Signature and Seal

**Form – P#3: Bidder’s Project Experience Details**

Bidder should provide the details of projects executed meeting the pre-qualification criteria:

<b>Description of Item</b>	<b>Supporting Document with Page Number</b>
Project Description	
Name of the Client / Department	
Contact address & details of the department	
Value of the Project	
Date of Start of Work	
Date of Completion of Work	
Description of Work	
Bidder should submit any of the following: i. Work orders from client dept. ii. Work satisfactory certificate from the client dept.	

**Note:**

1. Please submit supporting documents to support the claim and the certificates must be signed by Senior Executive/ Deputy GM of the organization clearly indicating his/her name, designation and contact details such as Telephone Number, Fax number, email-id etc.

**Place:**  
**Date:**

**Bidder’s Signature and Seal**



**Form – P#4: Declaration Regarding Clean Track Record**

To:

The Special Commissioner of Agriculture  
Department of Agriculture,  
Chuttugunta Center, Guntur

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No.\_\_\_\_\_]. I hereby declare that my company/ Consortium Partners has not been Debarred/ blacklisted as on Bid calling date by any Central or State Government/ Quasi Government Departments or Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

*APPENDIX II*

**Form – T1: Understanding of the project**

**Place:**

**Date:**

**Bidder's Signature and Seal**

*APPENDIX III*

Form C#1: Commercial Proposal Submission Form – Online Only