



## **SMALL FARMERS' AGRIBUSINESS CONSORTIUM (SFAC)**

### **REQUEST FOR PROPOSAL**

For

**Selection of System Integrator for Design and  
Development of Integrated MIS Portal under the Central  
Sector Scheme of Formation and Promotion of 10,000  
Farmer Producer Organizations**

**2022**

Issued by

**Small Farmers' Agribusiness Consortium (SFAC)**  
(A Society promoted by Ministry of Agriculture & Farmers Welfare)  
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### Document Information:

|                                     |   |
|-------------------------------------|---|
| <b>Name of the RFP Document</b>     | Selection of System Integrator for Design and Development of Integrated MIS Portal under the Central Sector Scheme of Formation and Promotion of 10,000 Farmer Produce Organizations. |
| <b>Availability of RFP Document</b> | <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>   |
| <b>Tender Processing Fee (INR)</b>  | 25,000/-  |

### Important Timeline:

| <b>S.No.</b> | <b>Event Description</b>                       | <b>Date &amp; Time</b> |
|--------------|--|------------------------|
| 1            | Date of Publication of RFP                     | 23-03-2022             |
| 2            | Last date for receiving queries/clarifications | 07-04-2022, 10:00 AM   |
| 3            | Pre Proposal Conference                        | 07-04-2022, 03:00 PM   |
| 4            | Authority response to queries                  | 11-04-2022             |
| 5            | Proposal Due Date                              | 25-04-2022, 03: 00 PM  |
| 6            | Opening of Technical Proposals                 | 26-04-2022, 03: 00 PM  |
| 7            | Technical Presentation                         | 06-05-2022             |
| 8            | Opening of Financial Proposal                  | 11-05-2022             |
| 9            | Letter of Award (LOA)                          | 18-05-2022             |
| 10           | Signing of Agreement                           | 23-05-2022             |

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## Disclaimer

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Small Farmers’ Agri-Business Consortium (hereinafter referred to as the “**Authority**”) or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## **Glossary**

|                                  |   |
|----------------------------------|---|
| <b>Agreement</b>                 | As defined in Schedule-1                    |
| <b>Agreement Value</b>           | As defined in Clause 6.1.2 of Schedule-1    |
| <b>Applicable Laws</b>           | As defined in Schedule-1                    |
| <b>Applicant</b>                 | As defined in Clause 2.1.1                  |
| <b>Associate</b>                 | As defined in Clause 2.3.3                  |
| <b>Authorised Representative</b> | As defined in Clause 2.13.3                 |
| <b>Authority</b>                 | As defined in Clause 1.1.1                  |
| <b>Bid Security</b>              | As defined in Clause 1.5                    |
| <b>Conditions of Eligibility</b> | As defined in Clause 2.2.1                  |
| <b>Conflict of Interest</b>      | As defined in Clause 2.3.1                  |
| <b>CV</b>                        | Curriculum Vitae                            |
| <b>Deliverables</b>              | As defined in of Schedule-1 Annex 1         |
| <b>Documents</b>                 | As defined in Clause 2.12                   |
| <b>Effective Date</b>            | As defined in Clause 2.1 of Schedule-1      |
| <b>Eligible Assignments</b>      | As defined in Clause 3.1.4                  |
| <b>Financial Proposal</b>        | As defined in Clause 2.15.1                 |
| <b>Form of Agreement</b>         | Form of Agreement as in Schedule-1          |
| <b>INR, Re, Rs.</b>              | Indian Rupee (s)                            |
| <b>Key Personnel</b>             | As defined in Clause 2.1.4                  |
| <b>LOA</b>                       | Letter of Award                             |
| <b>Official Website</b>          | As defined in Clause 1.5                    |
| <b>Personnel</b>                 | As defined in Clause 1.1.1(n) of Schedule-1 |
| <b>Prohibited Practices</b>      | As defined in Clause 4.1                    |
| <b>Project</b>                   | As defined in Clause 1.1.1                  |
| <b>Proposal</b>                  | As defined in Clause 1.2                    |
| <b>Proposal Due Date or PDD</b>  | As defined in Clauses 1.5 and 1.8           |
| <b>RFP</b>                       | As defined in Disclaimer                    |
| <b>Selected Applicant</b>        | As defined in Clause 1.6                    |
| <b>Selection Process</b>         | As defined in Clause 1.6                    |
| <b>Services</b>                  | As defined in Clause 1.2                    |
| <b>Sole Firm</b>                 | As defined in Clause 2.1.1                  |
| <b>Statutory Auditor</b>         | An Auditor appointed under Applicable Laws  |
| <b>System Integrator</b>         | As defined in Clause 1.1.1                  |
| <b>Technical Proposal</b>        | As defined in Clause 2.14.1                 |
| <b>US\$</b>                      | United States Dollar                        |

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

## Letter of Invitation

Dear Sir/Madam,

1. The Small Farmers Agribusiness Consortium invites applications from reputed organizations/entities in response to this RFP of selection of System Integrator for Design and Development of Integrated MIS Portal under the Central Sector Scheme of Formation and Promotion of 10,000 Farmer Producer Organizations for undertaking the activities forming a part of the RFP in accordance with the terms and conditions set out under the RFP.
2. A Bidder may be selected based on the criteria and procedure as set out in this RFP.
3. Bidders are advised to study this RFP document carefully before submitting their proposals. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
4. The Application shall be summarily rejected if it is not accompanied by the Tender Processing Fee and the Bid Security.
5. The time, date and venue details related to proposal submission are mentioned in Clauses 1.8, 1.9 & 1.10 . Proposals that are received after the last date of submission of the proposal will not be considered and evaluated for this project.
6. For any information or clarifications please contact the following:

**Director**

Small Farmers' Agribusiness Consortium (SFAC)  
NCUI Auditorium Building, 5<sup>th</sup> Floor, 3, Siri Institutional Area,  
August Kranti Marg, Hauz Khas, New Delhi – 110016  
(T) +91-11- 26966017, 26966037, 26862365  
Email: [sfac@nic.in](mailto:sfac@nic.in); Website: [www.sfacindia.com](http://www.sfacindia.com)

**Managing Director**  
**Small Farmers Agribusiness Consortium**



## 1. INTRODUCTION

### 1.1 Background

- 1.1.1 Small Farmers' Agri-Business Consortium (the “**Authority**”) is society registered under Societies Registration Act, 1860, is acting as the nodal agency for the Central Sector Scheme “Formation and Promotion of 10,000 Farmer Producer Organisations” (hereinafter referred to as the “**Scheme**”) and as part of this endeavour, the Authority has decided to undertake the design and development of MIS (Management Information System) Integrated Portal (the “**Project**”) by engaging a System Integrator (the “**SI**”).
- 1.1.2 The Project would be implemented in accordance with the terms and conditions stated in the agreement to be entered into between the Authority and the SI (the “**Agreement**”).

### 1.2 Request for Proposals

The Authority invites proposals (the “**Proposals**”) by way of online bidding for selection of a SI who shall implement the Project. The Project shall broadly include the following aspects and shall be in conformity with the Scope of Work (collectively the “**Services**”) mentioned in the draft Agreement.

- A. To develop an IT platform for the Scheme which shall comprise of the Farmer Producer Organisations website, FPO Integrated Web Platform and FPO Mobile App all in multilingual facilities.
- B. The FPO Website would be the public interface and comprises of various sub links. The interface is to be made multilingual and as per GIGW guidelines with STQC certification. The website should be designed and developed with user friendly interface and appealing look and feel.
- C. The FPO Integrated Web Platform System shall include Study, Analysis, Design, Development, Installation, Configuration, Commissioning and Publishing of an interactive & responsive multilingual workflow system along with dashboard and reports for various stakeholders. SRS shall be prepared after detailed interaction with all stakeholders at field level taking into account all the feasibility aspects.
- D. The SI shall develop Mobile Apps in iOS and Android platform. The Mobile application is required for both data capturing, dashboard and analytics. In view of network connectivity issues in the remote areas of country, application should have facility for data capturing in offline mode and sync with servers whenever device gets internet connectivity. The Geo-Coordinates of various entities are to be captured in mobile app and further integration with Geographic information system (GIS) maps

The Authority intends to select the SI through an open competitive bidding process in accordance with the procedure set out herein.

### 1.3 Due diligence by Applicants

The applicants are required to inform themselves fully about the assignment before submitting the Proposal by thoroughly reading through the bid documents and sending written queries to the Authority and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

### 1.4 Sale of RFP Document

The Bid Documents shall be available for download from the tender website i.e. Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> . Any modifications / Addenda / responses to queries and any other corrigendum shall be updated on the Tender Website and the Bidders are requested to check the Tender Website regularly for updates. The Authority shall not undertake any responsibility if any Bidder fails to regularly check the Tender Website for Addenda.

Prior to submitting an Application, the Bidder shall pay to SFAC as tender processing fee (non-refundable), a sum of **INR 25,000/- (Indian Rupees Twenty Five Thousand)** (“**Document Fee**”). The Document Fee shall be by way of Demand Draft in favour of Small Farmers Agribusiness Consortium, payable at New Delhi. The Application shall be summarily rejected if it is not accompanied by the Document Fee. The relaxation in submitting Document Fee shall be given to Bidders registered as MSME.

### 1.5 Validity of the Proposal and Bid Security

The Proposal shall be valid for a period of (120) One Twenty days from the Proposal Due Date (the “**PDD**”). In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security equivalent to an amount of **INR 8,00,000 (Indian Rupees eight lakhs only)** (“**Bid Security**”). The Bid Security will be refundable, no later than Sixty (60) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Service Agreement. The Bidders will have to provide Bid Security in the form of a Bank Guarantee, drawn on any Scheduled Bank of India, and in favour of in favour of Small Farmers Agribusiness Consortium, payable at New Delhi in the format as provided in Appendix VII. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

According to Rule 170 of GFR 2017 Bid Security is to be obtained from Bidders except Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises.

### 1.6 Brief description of the Selection Process

The Authority has adopted a two stage online selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids to be submitted online. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the

second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

## 1.7 Currency conversion rate and payment

- 1.7.1 For the purposes of technical evaluation of Applicants, [Rs. 60 (Rupees sixty)] per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 1.7.2 All payments to the SI shall be made in INR in accordance with the provisions of this RFP. The SI may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the SI.

## 1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

| S.No. | Event Description                              | Date & Time           |
|-------|--|-----------------------|
| 1     | Date of Publication of RFP                     | 23-03-2022            |
| 2     | Last date for receiving queries/clarifications | 07-04-2022, 10:00 AM  |
| 3     | Pre Proposal Conference                        | 07-04-2022, 03:00 PM  |
| 4     | Authority response to queries                  | 11-04-2022            |
| 5     | Proposal Due Date                              | 25-04-2022, 03: 00 PM |
| 6     | Opening of Technical Proposals                 | 26-04-2022, 03: 00 PM |
| 7     | Technical Presentation                         | 06-05-2022            |
| 8     | Opening of Financial Proposal                  | 11-05-2022            |
| 9     | Letter of Award (LOA)                          | 18-05-2022            |
| 10    | Signing of Agreement                           | 23-05-2022            |

## 1.9 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be on **07.04.2022 at 1500 hrs at Small Farmers’ Agri-Business Consortium, 5<sup>th</sup> Floor, NCUI Auditorium Building, 3 Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016**

## **1.10 Communications**

- 1.10.1 All communications including the submission of Proposal should be addressed to:

**MANAGING DIRECTOR,**

Small Farmers' Agri-business Consortium (SFAC)  
Department of Agriculture, Cooperation & Farmers Welfare  
NCUI Auditorium Building, 5<sup>th</sup> Floor, 3, Siri Institutional Area,  
August Kranti Marg, Hauz Khas, New Delhi – 110016

- 1.11.2 The Official Website of the Authority:

<http://www.sfacindia.com>

- 1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**Proposal: Selection of System Integrator for Design and Development of Integrated MIS Portal under the Central Sector Scheme of Formation and Promotion of 10,000 Farmer Producer Organizations.**

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Project are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Project, it may participate in the Selection Process individually (the “**Sole Firm**”). The term applicant (the “**Applicant**”) means the Sole Firm incorporated and registered under the Companies Act, 2013/1956. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

For the purpose of this RFP, Small and Medium Enterprises (as per revised MSME Classification, 2020) may submit a Proposal. However, at the time of submission of Proposal, The Applicant shall possess a valid and recognised certificate from the MSME Ministry. It is further mandated, in order to avail the exemptions extended to MSME the Applicant shall have registration with the MSME Ministry along with incorporation certificate under the Companies Act 2013/1956 which shall be submitted along with the Proposal.

- 2.1.2 Applicants are advised that the selection of SI shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-1.

#### 2.1.4 Key Personnel

The SI Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

| S.No. | Role               | Desirable Qualification   | Experience   |
|-------|--------------------|---|--|
| 1     | IT Project Manager | <b>Graduation:</b><br>B.E. (CS/ IT) / B.Tech.<br>(CS/ IT)/ B.C.A.<br><b>Post-Graduation:</b><br>MBA/ M.E. (CS/ IT)/<br>M.Tech. (CS/ IT) / M.C.A.<br><b>Certifications:</b><br>PMP/ Prince 2 Certified or<br>any other equivalent. | 1. Total Minimum 10+ years of post-qualification relevant work experience in design and development of customized IT applications<br>2. 5+ years of experience |

| S.No. | Role   | Desirable Qualification  | Experience  |
|-------|--|--|---|
|       |  |  | in managing a team size of more than 20 in the capacity of Team Leader/ Tech Leader/ Project Manager  |
| 2     | Database Administrator or                      | B.E. (CS/ IT) / B.Tech. (CS/ IT)/ M.E. (CS/ IT)/ M.Tech. (CS/ IT) / M.C.A. with B.C.A<br><b>Certifications:</b><br>Certification on any Database Administrator certification from any COTS DBMS provider | 8+ Years of experience in Database activities like Database tuning, Indexing, optimization, DML operations, SQL Query writing and all other administrative activities           |
| 3     | Solution Architect                             | B.E. (CS/ IT) / B.Tech. (CS/ IT)/ M.E. (CS/ IT)/ M.Tech. (CS/ IT) / M.C.A. with B.C.A<br><b>Certifications:</b><br>Certification on TOGAF or any equivalent  | Having at least 8+ years of post-qualification relevant work experience in design and conceptualization of customized IT applications (Preferably open source technology stack) |
| 4     | Lead Application Developer/ Software Developer | B.E. (CS/ IT) / B.Tech. (CS/ IT)/ M.E. (CS/ IT)/ M.Tech. (CS/ IT) / M.C.A. with B.C.A  | 8 years of experience in coding of complex portal development   |
| 5     | API Developers                                 | B.E. (CS/ IT) / B.Tech. (CS/ IT)/ M.E. (CS/ IT)/ M.Tech. (CS/ IT) / M.C.A. with B.C.A  | 4 year of experience in design, develop, and implement REST based APIs  |
| 6     | Business analyst                               | B.E. (CS/ IT) / B.Tech. (CS/ IT)/ M.E. (CS/ IT)/ M.Tech. (CS/ IT) / M.C.A. with B.C.A  | 5 years of experience. Resource should have excellent documenting business process, user stories, etc.  |
| 7     | UX Developer                                   | B.E. (CS/ IT) / B.Tech. (CS/ IT)/ M.E. (CS/ IT)/ M.Tech. (CS/ IT) / M.C.A. with B.C.A  | 5 years of experience in concept design, prototyping, detail design, usability test and implementation  |
| 8     | UI Developer                                   | B.E. (CS/ IT) / B.Tech. (CS/ IT)/ M.E. (CS/ IT)/ M.Tech. (CS/ IT) / M.C.A. with B.C.A  | 5 years of experience in designing front end of web and mobile applications and design and development of dashboards  |

| S.No. | Role                       | Desirable Qualification  | Experience  |
|-------|----------------------------|--|---|
| 9     | Lead Quality Test Engineer | B.E. (CS/ IT) / B.Tech. (CS/ IT)/ M.E. (CS/ IT)/ M.Tech. (CS/IT) / M.C.A. with B.C.A | 3 years of experience in write test cases, conduct functional testing, identify bugs, and discuss bugs with developers etc. |

*\* The resources shall be available and shall be present during review meetings as notified by the Authority and as and when required by the Authority.*

*\*\* SI may deploy additional resources for the project as and when required without any extra charges to the Authority during the operation phase.*

2.1.5 As mentioned in Clause 1.2.3, the Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder shall provide the Bid Security in the form of a Bank Guarantee, acceptable to the Authority, as per format set forth in Appendix I form 10. The validity period of the Bank Guarantee shall not be less than One Hundred and Eighty (180) days from the Bid Due Date and may be extended as may be mutually agreed between the Authority and Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than sixty (60) days from the Bid Due Date except in the case of the Selected Bidder (s), whose Bid Security shall be retained till it has provided a Performance Security under the Services Agreement. The Bid and all communications in relation to or concerning the Bid shall be in English language.

## 2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

(A) **Technical Capacity:** At least 5 (five) years of continuous experience of providing IT Services in the years immediately preceding that of the year of PDD. Eligible Assignments as specified in Clause 3.1.4.

“IT Services” shall mean provision of services related to the designing/development and programming of software, its upgradation, maintenance and customization and/or providing support services for effective maintenance of the software.

(B) **Financial Capacity:** Average turnover of Rs. 50 (fifty) crores during the three preceding financial years from the date of the Bid i.e. during FY 2018-19, 2019-20 and 2020-21.

For the purposes of this RFP, the term “**Turnover**” shall mean:

*“The aggregate value of the realization of amount made by the sale, supply or distribution of goods and/or on account of services rendered by the entity during a Financial Year. For the avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.”*

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total average turnover from the 3 (three) financial years preceding the PDD. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant. The certificate from either the Statutory Auditor or Chartered Accountant shall be accompanied by copies of audited financial statements.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; accompanied by a board resolution or charter document in favour of the executant.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

## 2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the SI provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The SI shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.



2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-2. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, has common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-Consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the SI will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the SI shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, or Associates (or any constituent thereof), and the bidder, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such bidder or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide Services for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Project or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the SI shall include a partner in the SI ’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the SI, as the case may be, and any Associate thereof.

## **2.4 Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application.

## **2.5 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including visits to the Authority, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Verification of information**

Applicants are encouraged to submit their respective Proposals after reading and understanding the bid documents the ascertaining for themselves the scope of the Project and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

## **2.7 Acknowledgement by Applicant**

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.8 Right to reject any or all Proposals**

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation is made or discovered, or
  - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

#### **Request for Proposal**

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

#### **Schedules**

- 1 **Form of Agreement**
  - Annex-1: Terms of Reference
  - Annex-2: Cost of Services
  - Annex-3: Payment Schedule
  - Annex-4: Bank Guarantee for Performance Security

## 2 Guidance Note on Conflict of Interest

## 3 Instructions for Online Bid Submission Appendices

### Appendix-I: Technical Proposal

Form-1: Letter of Proposal

Form-2: Particulars of the Applicant

Form-3: Statement of Legal Capacity

Form-4: Power of Attorney

Form-5: Financial Capacity of Applicant

Form-6: Particulars of Key Personnel

Form-7: Abstract of Eligible Assignments of Applicant

Form-8: Eligible Assignments of Applicant

Form-9: Curriculum Vitae (CV) of Key Personnel

Form-10: Bid Security

Form 11: Bid Check List

### Appendix-II: Financial Proposal

Form-1: Covering Letter

Form-2: Financial Proposal

## 2.10 Clarifications

- 2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail to [sfac@nic.in](mailto:sfac@nic.in) so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The email shall clearly bear the following subject:

### "Queries concerning RFP for Selection of System Integrator for Design and Development of Integrated MIS Portal"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

- 2.10.2 The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format may not be responded to:

| Sr. No | Page No. | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any |
|--------|----------|-------------|------------|----------------------|---|
| 1.     | [•]      | [•]         | [•]        | [•]                  | [•]   |
| 2.     | [•]      | [•]         | [•]        | [•]                  | [•]   |
| ...    | .....    | ....        | .....      | .....                | .....   |

- 2.10.3 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **2.11 Amendment of RFP**

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Tender Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by e-mail.
- 2.11.2 All such amendments will be notified through e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12 Language**

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.13 Format and signing of Proposal**

- 2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are uploaded on the Tender Website in the required formats and complete in all respects, on or prior to the Bid Due Date. Incomplete and /or conditional Bids or Bids not submitted online on e-Procurement Portal shall be rejected.
- 2.13.2 The Bidder shall submit its Bid along with all appendices as prescribed under this RFP, on the Tender Website. Each page of the Bid shall be signed digitally by the authorized signatory of the Bidder. For the avoidance of doubt, the authorized signatory of the Bidder shall be required to acquire and procure a Class III Digital Signature Certificate for the purpose of submission of the Bid on the Tender Website. The Bidders shall complete uploading their Bids by signing them with Class III - Digital Signature Certificates, upon uploading the

Bid on the Tender Website. In case of the Bidder being a Consortium, the Lead Member shall digitally sign each page of the Bid and upon uploading the Bid on the Tender Website, shall sign using Class III - Digital Signature Certificates. The detailed procedure for submission of the Bid on the Tender Website has been provided in Schedule 3.

- 2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:

(A) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

- 2.13.4 The Bidder shall also on or before the Bid Due Date submit a hard copy of certain legal instruments and documents in hard copy to the address and person mentioned in Clause 2.11.3. The hard copy submission shall be referred to as the “Enclosures of Bid”.

The Enclosures of Bid shall include the following particulars:

- a) Original Demand Draft for the purpose of payment of Document Fee;
- b) Letter comprising the Bid as provided in Appendix I;
- c) Bid Security in the form of a Bank Guarantee as per the format provided in Appendix I form 11;
- d) Power of Attorney for signing of Bid in the prescribed format as provided in Appendix I Form 4;
- e) Appendix I Form -4 supported with board resolution;

For the avoidance of doubt, it is clarified that without prejudice to the requirement of submission of hard copy of Enclosures of Bid, a scanned copy of the abovementioned Enclosures of Bid shall also be uploaded on the Tender Website along with the respective Bids.

In case of any discrepancy and difference between the scanned copy and the original hard copy of the Enclosures of Bid, the original hard copy shall prevail.

- 2.13.5 The Bid and all related correspondence and documents in relation to the Bid Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail

## 2.14 Technical Proposal

- 2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).
- 2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- (a) The Bid Security is provided;
  - (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - (c) Power of Attorney, if applicable, is executed as per Applicable Laws along with board resolution;
  - (d) CVs of all Professional Personnel have been included along with certificates/certifications;
  - (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.1.4 of the RFP;
  - (f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
  - (g) Minimum Eligibility Criteria along with certificates from Statutory Auditor/Chartered Accountant and/or Client certificates along with supporting documents such as audited financial statements and work orders/contacts.
  - (h) Bid Check List
  - (k) no Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and
  - (l) the proposal is responsive in terms of Clause 2.22.3.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Project to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the SI should be able to complete the Project within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Project. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-9 of Appendix-I.



- 2.14.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the SI either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or SI, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## **2.15 Financial Proposal**

- 2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Project (Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
  - (iii) Costs (including break down of costs) shall be expressed in INR.

## **2.16 Submission of Proposal**

- 2.16.1 The Bidder shall upload the Bid in the format specified in Appendices I-II, including the documents specified in Clause 2.14.2 above, on the Tender Website. Each page of the Bid, including the annexures thereto, shall be signed digitally by the authorized signatory of the Bidder. The Bidders are required to sign their Bids using Class III - Digital Certificates at the time of uploading the soft copy of the Tender Website.

Further, the hard copy submission of the Enclosures of Bid shall be made in a sealed envelope and the envelope shall be marked as “Design and Development of Integrated MIS Platform for the “Formation and Promotion of 10,000 Farmer Producer Organisations” Scheme.

The envelope shall clearly mention the name and address of the Bidder.

- 2.16.2 The envelope mentioned above shall be addressed to the following officer and shall be submitted at the address below:

ATTN. OF: **Managing Director, SFAC**  
ADDRESS: **NCUI Auditorium Building, 5th floor, 3, Sri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi 110016**  
E-MAIL ADDRESS: [sfac@nic.in](mailto:sfac@nic.in)

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Project by the Authority and discharge of all obligations of the SI under the Agreement.

## **2.17 Proposal Due Date**

- 2.17.1 Proposal should be submitted at or before 1100 hrs on the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

- 2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.18 Late Proposals**

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.19 Modification/ substitution/ withdrawal of Proposals**

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided the same is done prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.19.2 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.20 Bid Security**

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of [Rs. 8,00,000 (Rupees eight lakhs only)] in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the Small Farmers' Agribusiness Consortium payable at New Delhi (the “**Bid Security**”), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
  - (a) If an Applicant submits a non-responsive Proposal;
  - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
  - (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
  - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;

- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## **2.21 Performance Security**

2.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the Selected Applicant commits a breach of the Agreement.

2.21.2 An amount equal to 3% (three per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

## **D. EVALUATION PROCESS**

### **2.22 Evaluation of Proposals**

2.22.1 The Authority shall open the Proposals at 3:30 PM on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-I;
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;

- (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (e) it contains all the information (complete in all respects) as requested in the RFP;
- (f) it does not contain any condition or qualification; and
- (g) it is not non-responsive in terms hereof.

2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.23 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or

assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.24 Clarifications**

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF SI**

### **2.25 Negotiations**

- 2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the SI under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.25.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 2.25.3 The Authority will examine the credentials of all proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

### **2.26 Substitution of Key Personnel**

- 2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 5 (five per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the SI. In the case of a second substitution hereunder, such deduction shall be 10% (ten per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

## **2.27 Indemnity**

The SI shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

## **2.28 Award of Project**

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest-ranking Applicant may be considered.

## **2.29 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

## **2.30 Commencement of assignment**

The SI shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the SI fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

## **2.31 Proprietary data**

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall

remain or become the property of the Authority. Applicants and the SI, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the SI to the Authority in relation to the Project shall be the property of the Authority.



### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of Scope of work, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score ( $S_T$ ).

3.1.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

| S.No. | Evaluation Criteria  | Max. Marks | Documents Required   | Marks Awarded |
|-------|--|------------|--|---------------|
| 1     | <b>Profile of resources</b><br>(IT Project Manager: 4 Marks;<br>Database Administrator: 3 marks;<br>Solution Architect: 4 marks;<br>Lead Application Developer/Software Developer: 4 marks;<br>API Developer: 3 marks;<br>Business Analyst: 3 marks;<br>UX Developer: 3 marks;<br>UI Developer: 3 marks;<br>Lead Quality Test Engineer: 3 marks) | 30         | Copy of Resumes  |               |
| 2     | Experience related to Design & Development of Web Application / portal for Government (Central/ States) Departments/ CPSUs/ Central Autonomous Bodies of work order value of Rs. 2 Cr and above in last five years- Max 5 work orders 4 Marks for each work order  | 20         | Work Order Copy along with completion certificate/ Go live certificate from client |               |
| 3     | Experience related to Design & Development of Mobile Application for Government (Central/ States) Departments/ CPSUs/ Central Autonomous Bodies in last 5 years Max 5 work orders (2 Mark for each work order)   | 10         | Work Order Copy along with completion certificate/ Go live certificate from client |               |
| 4     | Experience in operations and maintenance of web application/website project of govt. department in last 5 years. Max 5 work orders (2 Mark for each work order)  | 10         | Work Order Copy along with completion certificate/                                 |               |

|   |  |            |                                 |  |
|---|--|------------|---------------------------------|--|
|   |  |            | Go live certificate from client |  |
| 5 | National / International Awards won for agency's developed website/portal<br>2.5 marks for each work order | 5          | Copy of Certificate/Award Proof |  |
| 6 | Technical Presentation:  | 25         | Presentation                    |  |
|   | <b>Total</b>   | <b>100</b> |                                 |  |

While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score.

#### 3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments in respect of preparation of design and development of Integrated Portal, for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- (i) Any of the eligible projects mentioned in the table of Clause 3.1.3 which shall have been completed or may still be continuing for government entities or public sector undertakings.

### 3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than 5 (five) shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 60 (sixty) points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

### 3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score ( $S_F$ ).
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal shall be only considered.
- 3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Agreement within the total quoted price shall be that of the SI.

The lowest Financial Proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

( $F$  = amount of Financial Proposal)

### 3.4 Combined and Final Evaluation

- 3.4.1 The evaluation of the bids shall be based on **Quality and Cost Based Selection (QCBS)** with technical qualifications having a weightage of 80 percent of the total score and the financial qualifications having a weightage of 20 percent of the total score. Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where  $S$  is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or SI, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or SI shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or SI, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical SI / adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5. PRE-PROPOSAL CONFERENCE**

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **6. MISCELLANEOUS**

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## **SCHEDULES**





**SCHEDULE-1**  
*(See Clause 2.1.3)*

**AGREEMENT**

**FOR**

**Design and Development of Integrated MIS Portal**

**Project**

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## AGREEMENT

### Design and Development of the Integrated MIS Portal Project

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the ..... day of the month of ..... 20..., between, on the one hand, Small Farmers’ Agri-Business Consortium (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (hereinafter called the “**System Integrator**” or “**SI**” which expression shall include their respective successors and permitted assigns).

#### WHEREAS

- (A) The Authority vide its Request for Proposal has selected the System Integrator or SI for the Design and Development of Integrated MIS Portal (hereinafter called the “**Project**”);
- (B) the SI submitted its proposals for the aforesaid work, whereby the SI represented to the Authority that it had the required professional skills, and in the said proposals the SI also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the SI, awarded the Consultancy to the SI vide its Letter of Award dated ..... (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

#### 1. GENERAL

##### 1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;
- (b) “**Agreement**” means this Agreement, together with all the Annexes;
- (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (d) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (f) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;

- (g) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
- (h) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) **“Expatriate Personnel”** means such persons who at the time of being so hired had their domicile outside India;
- (j) **“Government”** means the Government of .....;
- (k) **“INR, Re. or Rs.”** means Indian Rupees;
- (l) **“Member”**, in case the SI consists of a joint venture or consortium of more than one entity, means any of these entities, and **“Members”** means all of these entities;
- (m) **“Party”** means the Authority or the SI, as the case may be, and Parties means both of them;
- (n) **“Personnel”** means persons hired by the SI as employees and assigned to the performance of the Services or any part thereof;
- (o) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- (p) **“RFP”** means the Request for Proposal document in response to which the SI’s proposal for providing Services was accepted;
- (q) **“Services”** means the work to be performed by the SI pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) **“Third Party”** means any person or entity other than the Government, the Authority and the SI.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

## 1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the SI. The SI shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **1.3 Rights and obligations**

The mutual rights and obligations of the Authority and the SI shall be as set forth in the Agreement, in particular:

- (a) the SI shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the SI in accordance with the provisions of the Agreement.

### **1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

### **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the SI, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the SI's Representative set out below in Clause 1.10 or to such other person as the SI may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the SI may from time to time specify by notice to the Authority;

- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the SI ; provided that if the SI does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

## **1.8 Location**

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the SI.

## **1.9 Authority of Member-in-charge**

In case the SI consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the SI 's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

## **1.10 Authorised Representatives**

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the SI, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

1.10.3 The SI may designate one of its employees as SI 's Representative. Unless otherwise notified, the SI 's Representative shall be:



.....

.....

Tel: .....

Mobile: .....

Email: .....

#### **1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the SI shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

### **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

#### **2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

#### **2.2 Commencement of Services**

The SI shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

#### **2.3 Termination of Agreement for failure to commence Services**

If the SI does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the SI, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the SI shall stand forfeited.

#### **2.4 Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [5 (five) years] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the SI hereunder.

#### **2.5 Entire Agreement**

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective

Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the SI arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## 2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## 2.7 Force Majeure

### 2.7.1 Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable

alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

**2.7.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

**2.7.4 Extension of time**

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

**2.7.5 Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the SI shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

**2.7.6 Consultation**

Not later than 30 (thirty) days after the SI has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**2.8 Suspension of Agreement**

The Authority may, by written notice of suspension to the SI, suspend all payments to the SI hereunder if the SI shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the SI to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the SI of such notice of suspension.

## 2.9 Termination of Agreement

### 2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the SI, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the SI fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the SI becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the SI fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the SI submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the SI knows to be false;
- (e) any document, information, data or statement submitted by the SI in its Proposals, based on which the SI was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the SI is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### 2.9.2 By the SI

The SI may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the SI pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the SI that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the SI may have subsequently granted in writing) following the receipt by the Authority of the SI's notice specifying such breach;

- (c) as the result of Force Majeure, the SI is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### 2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the SI 's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the SI 's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### 2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the SI shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the SI and equipment and materials furnished by the Authority, the SI shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

#### 2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the SI (after offsetting against these payments any amount that may be due from the SI to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the SI 's personnel.

#### 2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant

to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE SI**

#### **3.1 General**

##### **3.1.1 Standards of Performance**

The SI shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The SI shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

##### **3.1.2 Scope of Work**

The scope of services to be performed by the SI is specified in the Scope of Service at Annex-1 of this Agreement. The SI shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

##### **3.1.3 Applicable Laws**

The SI shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the SI comply with the Applicable Laws.

#### **3.2 Conflict of Interest**

##### **3.2.1 The SI shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.**

##### **3.2.2 SI and Affiliates not to be otherwise interested in the Project**

The SI agrees that, during the term of this Agreement and after its termination, the SI or any Associate thereof and any entity affiliated with the SI, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the SI shall include a partner in the SI's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the SI, as the case may be, and any Associate thereof.

### 3.2.3 Prohibition of conflicting activities

Neither the SI nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

### 3.2.4 SI not to benefit from commissions, discounts, etc.

The remuneration of the SI pursuant to Clause 6 hereof shall constitute the SI's sole remuneration in connection with this Agreement or the Services and the SI shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the SI shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

### 3.2.5 The SI and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the SI, without being liable in any manner whatsoever to the SI, if it determines that the SI has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

### 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the SI is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the SI shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the SI is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

### 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3 Confidentiality

The SI, and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the SI, and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any



other information which the SI is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the SI, and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the SI, and the Personnel of either of them or becomes a part of the public knowledge from a source other than the SI and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the SI, its Sub-SI s and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the SI or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the SI or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4 Liability of the SI**

- 3.4.1 The SI 's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The SI shall, execute the Scope of Work set out herein.
- 3.4.3 SLA Reporting System: The SI shall customize the MIS and shall develop additional tools required to monitor the performance indicators listed.
- 3.4.4 Project Documentation: The SI shall develop the project documents including requirements, design, source code, installation, training, user manuals for all stakeholders and administration manuals, version control etc. and submit the same for the review and approval of the Authority.
- 3.4.5 Data Quality: The errors/gaps identified during the Data Quality Assessment shall be promptly addressed and remedied by the SI before moving the data into production environment.
- 3.4.6 The SI shall be responsible for all kind of data misuse during the period of the assignment by the team deployed by SI.
- 3.4.7 The SI shall perform the Services as set out in this Agreement in a manner commensurate with industry and technical standards which are generally in

effect in IT industry and apply such innovations as may change from time to time on account of new technological advancement so as to comply with the applicable Service Levels set out under this Agreement.

- 3.4.8 The SI shall ensure that the Services are being provided as per the timelines and standards/levels set out in this Agreement.
- 3.4.9 It shall take appropriate steps to disseminate information to ensure that the solution is accepted by the various stakeholders in the Scheme where it is installed / provided, as well as shall provide adequate training and capacity building to ensure smooth transition to the solution platform based and made functional.
- 3.4.10 The SI shall perform the services using open standard preferably open source platform and technology unless the Authority in its sole discretion approves a business case for any licensed software platform or technology.
- 3.4.11 The SI shall procure all necessary approvals clearances, licenses, and permits etc. as would be required for performance of its obligations under this Agreement. All licenses shall be processed and registered in the name of SFAC.3.4.11. The Parties hereto agree that in case of negligence or wilful misconduct on the part of the SI or on the part of any person or firm acting on behalf of the SI in carrying out the Services, the SI, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
  - (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the SI may be entitled to receive from any insurance maintained by the SI to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.12 This limitation of liability specified in Clause 3.4.11 shall not affect the SI's liability, if any, for damage to Third Parties caused by the SI or any person or firm acting on behalf of the SI in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### **3.5 Insurance to be taken out by the SI**

- 3.5.1 (a) The SI shall, for the duration of this Agreement, take out and maintain, and shall cause any Personnel to take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the SI shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

- (c) If the SI fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the SI, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the SI, and the SI shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the SI and the SI shall procure an undertaking from the insurance company to this effect; provided that in the event the SI has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the SI or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of [Rs. 1 (one) crore]<sup>1</sup>;
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the SI in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

### **3.6 Accounting, Inspection and Auditing**

The SI shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the SI's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to

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<sup>1</sup> This amount may be fixed at 1% (one per cent) of the indicative capital cost of the Project, but subject to a maximum of Rs. 20 (twenty) crore.

inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

### **3.7 SI 's actions requiring the Authority's prior approval**

The SI shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-SI and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the SI shall remain fully liable for the performance of the Services by the Sub- Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

### **3.8 Reporting obligations**

The SI shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **3.9 Documents prepared by the SI to be property of the Authority**

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Project Documents**”) prepared by the in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the SI agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the SI .
- 3.9.2 The SI shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The SI may retain a copy of such Consultancy Documents. The SI shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The SI shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the SI or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

**3.10 Equipment and materials furnished by the Authority**

Equipment and materials made available to the SI by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the SI shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the SI shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

**3.11 Providing access to Project Office and Personnel**

The SI shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the SI and verify the records relating to the Services for his satisfaction.

**3.12. Accuracy of Documents**

The SI shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the SI or arises out of its failure to conform to good industry practice. The SI shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

**4. SI 'S PERSONNEL****4.1 General**

The SI shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

**4.2 Deployment of Personnel**

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the SI 's Personnel are described in Annexure-2 of this Agreement.

4.2.2 If additional work is required beyond the scope of the Services specified in the scope of service, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the SI, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

### **4.3 Approval of Personnel**

4.3.1 The Professional Personnel listed in Appendix 1 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the SI hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-9) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the SI may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

### **4.4 Substitution of Key Personnel**

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the SI and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

### **4.5 Working hours, overtime, leave, etc.**

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the SI's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the SI shall ensure that any absence on leave will not delay the progress and quality of the Services.

### **4.6 Team Leader**

The SI shall designate a suitable person as Team Leader (the "**Team Leader**") who shall be responsible for day to day performance of the Services and shall be the point of contact for the Authority.

## **5. OBLIGATIONS OF THE AUTHORITY**

### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the SI, Personnel with work permits and such other documents as may be necessary to enable the SI or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

## **5.2 Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the SI in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the SI under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

## **5.3 Payment**

In consideration of the Services performed by the SI under this Agreement, the Authority shall make to the SI such payments and in such manner as is provided in Clause 6 of this Agreement.

## **6. PAYMENT TO THE SI**

### **6.1 Cost estimates and Agreement Value**

- 6.1.1 An abstract of the cost of the Services payable to the SI is set forth in Annex-5 of the Agreement.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. .... (Rupees. ....).
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the SI in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Currency of payment**

All payments shall be made in Indian Rupees. The SI shall be free to convert Rupees into any foreign currency as per Applicable Laws.

### **6.3 Mode of billing and payment**

Billing and payments in respect of the Services shall be made as follows:-

- (a) The SI shall be paid for its services as per the Payment Schedule at Annex-3 of this Agreement, subject to the SI fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the SI completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
  - (ii) The Authority shall pay to the SI, only the undisputed amount.
- (b) The Authority shall cause the payment due to the SI to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the SI and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the SI specifying in detail, the deficiencies in the Services. The SI shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the SI to the Authority within 30 (thirty) days after receipt by the SI of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the SI in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (e) All payments under this Agreement shall be made to the account of the SI as may be notified to the Authority by the SI.

## 7. LIQUIDATED DAMAGES AND PENALTIES

### 7.1 Performance Security

- 7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 3 % (three per cent) of all the amounts due and payable to the SI, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the SI at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the



avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the SI hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

- 7.1.2 The SI may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

## **7.2 Liquidated Damages**

### **7.2.1 Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the SI and such error or variation is the result of negligence or lack of due diligence on the part of the SI, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the SI by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

### **7.2.2 Liquidated Damages for delay**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the SI, suitable extension of time shall be granted.

### **7.2.3 Encashment and appropriation of Performance Security**

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the SI in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

## **7.3 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the SI for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

## **8.2 Operation of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **9.2 Dispute resolution**

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon [Secretary, ..... Department] and the Chairman of the Board of Directors of the SI or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

#### 9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment]<sup>2</sup> shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the SI and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The SI and the Authority agree that an Award may be enforced against the SI and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.**

SIGNED, SEALED AND DELIVERED

For and on behalf of

SI :

SIGNED, SEALED AND DELIVERED

For and on behalf of

Authority

(Signature)

(Name)

(Designation)

(Address)

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

<sup>2</sup> Where the Agreement Value specified in Clause 6.1.2 of this Agreement is expected to be less than Rs. 2 crore, the provision for a sole arbitrator shall be retained and where the Agreement Value is likely to be more than Rs. 2 crore, the provision for a Board shall be retained. Depending upon the Agreement Value, one of the two square parentheses shall be deleted from Clause 9.4.2 prior to issuance of the RFP.

## Annexure-1

**Scope of work****1. Scope of work**

- Components of development requirements**

The SI shall provide end to end managed services for design, development and maintenance of the components as described:

i. CMS based Website:

ii. Integrated Platform

- Web Portal

- Mobile App

- FPO Web site- tentative list of main and sub links:**

This website is the public interface and comprises of various sub sections. The interface is to be made multilingual and as per Guidelines for Indian Government Websites (GIGW) guidelines with Standardization Testing and Quality Certification (STQC). The website should be designed and developed with user friendly interface, responsive and appealing look and feel. The following features/functionalities for the website but not limited to be desirable:

- Website should be dynamic with content management system (CMS), where assigned users will be able to manage content.
- The website should be accessed seamlessly on various devices (PC, laptop, Mobile and Tablet responsive), so it adapts and fit design as per user device resolution.
- Website should be disabled friendly so that the available information is easily accessible to people with disability as per the GIGW norms
- Tentative layout of the website as under:

| #   | Main links  | Sub links                           |
|-----|---|-------------------------------------|
| 1   | Home  |                                     |
| 2   | About Scheme  |                                     |
| 2.1 | Key Stockholders with their role and responsibilities |                                     |
| 2.2 | Implementation & Monitoring Committee                 |                                     |
| 3   | Scheme Dashboard                                      | Scheme dashboard for general public |
| 4.1 | Public Information                                    | Scheme Guidelines                   |
| 4.2 |   | Download Forms                      |
| 4.3 |   | Annual Reports                      |

| #   | Main links           | Sub links                            |
|-----|----------------------|--------------------------------------|
| 4.4 |                      | RTI                                  |
| 4.5 |                      | Tender / Advertisement (if required) |
| 4.6 |                      | FAQs                                 |
| 5.1 | Circulars and Events | Important Circular                   |
| 5.2 |                      | Events                               |
| 5.3 |                      | Feedback                             |
| 5.4 |                      | Photo Gallery                        |
| 5.5 |                      | Video Gallery                        |
| 5.6 |                      | Important Links                      |
| 6   | Contact Us           |                                      |
| 7.1 | Footer Menu          | Privacy Policy                       |
| 7.2 |                      | Copyright Policy                     |
| 7.3 |                      | Help                                 |
| 7.4 |                      | Website Policy                       |
| 7.5 |                      | Accessibility Statement              |
| 7.6 |                      | Sitemap                              |
| 7.7 |                      | Archive                              |
| 7.8 |                      | Disclaimer                           |

### 1.1 Tentative List of Modules of Integrated Portal web and mobile to be developed:

Following functionalities shall be developed for all users in the system:

- Login
- Change Password
- Forgot password
- Profile management
- Send/ View notifications
- Dashboard & Reports
- User wise modules to be developed:

| # | Users                         | Forms  |
|---|-------------------------------|--|
| 1 | Implementation Agencies (IAs) | State, District and Block wise Targets Assignment to CBBOs |
| 2 |                               | Fund Releases Details (before the system implementation)   |
| 3 |                               | a. Payment to CBBOs  |
| 4 |                               | b. Payment to FPO as FPO Management                        |

| #  | Users                                      | Forms  |
|----|--|--|
|    |  | Cost   |
| 5  |  | c. Payment to FPO as Equity Grant                                      |
| 6  |  | Review and endorse the block change request                            |
| 7  |  | Send Circulars and Notifications                                       |
| 8  |  | View Circulars and Notifications from Ministry                         |
| 9  |  | User Management for CBBOs and FPOs                                     |
| 10 |  | Payment releases to CBBOs  |
| 11 |  | Send fund release request to Ministry with Utilization report          |
| 12 |  | Review the application for Equity Grant and disburse amount to FPO     |
| 13 |  | Review the application for FPO Credit Guarantee from FPO and endorse   |
| 14 |  | Raise fund request to Ministry   |
| 15 |  | Publishing the defaulter FPO list                                      |
| 16 |  | FPO assessment as per the FPO assessment matrix                        |
| 17 |  | CBBO Performance review as per the CBBO performance matrix             |
| 18 |  | Dashboard, MIS & Reports   |
| 19 | Ministry/ Nodal Agency                     | Onboarding of Implementing Agencies                                    |
| 20 |  | Target allocation to IAs   |
| 21 |  | Send Circulars and Notifications                                       |
| 22 |  | Component wise Fund Releases to IAs (before the system implementation) |
| 23 |  | Review the request form IA for component-wise fund Disbursement to IAs |
| 24 |  | Dashboard, MIS & Reports   |
| 25 | State Level Consultative Committee (SLCCs) | SLCC Member Details  |
| 26 |  | SLCC meeting Calendar  |
| 27 |  | MoMs of SLCC meetings  |
| 28 |  | Submit suggestions/ recommendations                                    |
| 29 |  | Send Notifications to IAs/ CBBOs/ FPOs                                 |
| 30 |  | Dashboard, MIS & Reports   |
| 31 | District Monitoring Committee (DMCs)       | DMC Member Details   |
| 32 |  | DMC Meeting Calendar   |
| 33 |  | MoMs of SLCC meetings  |
| 34 |  | Submit suggestions/ recommendations                                    |
| 35 |  | Suggest change of block  |
| 36 |  | Send Notifications to CBBOs/ FPOs                                      |
| 37 |  | Dashboard, MIS & Reports   |
| 38 | NPMA (Super Admin)                         | Master Data Management   |
| 39 |  | Implementing Agency management   |
| 40 |  | State, District and Block wise Targets Assigned to IAs                 |
| 41 |  | CBBO Master Management   |

| #  | Users | Forms   |
|----|-------|---|
| 42 |       | Review the work change request, check availability of block and take appropriate action           |
| 43 |       | Send Notifications to IAs/ CBBOs/ FPOs  |
| 44 |       | Review the suggestions/ recommendations received from different stakeholders                      |
| 45 |       | Configure the FPO assessment matrix   |
| 46 |       | Configure the CBBO assessment matrix  |
| 47 |       | User Management   |
| 48 |       | Dashboard, MIS & Reports  |
| 49 | CBBO  | CBBO Profile Management   |
| 50 |       | Field Level Staff Details (up to block level)   |
| 51 |       | User Credentials Creation for field staff   |
| 52 |       | FPO onboarding  |
| 53 |       | District Monitoring Committee (DMC) Approval Status   |
| 54 |       | Submit block change request with justification  |
| 55 |       | Baseline Survey Status  |
| 56 |       | Push Notifications to FPOs  |
| 57 |       | Review the application for FPO Management Cost from FPO and forward to IA for further processing  |
| 58 |       | Review the application for Equity Grant from FPO and forward to IA for further processing         |
| 59 |       | Review the application for FPO Credit Guarantee from FPO and forward to IA for further processing |
| 60 |       | Submitting & tracking the invoices to IAs   |
| 61 |       | Dashboard & Reports   |
| 62 | FPO   | FPO Information Management  |
| 63 |       | Board Member's Details  |
| 64 |       | FPO Staff Details   |
| 65 |       | Farmer Interest Groups Details (FIGs)   |
| 66 |       | Member Farmer's Details With Land and Equity Share Holding  |
| 67 |       | Business Plans  |
| 68 |       | License/ certificate details  |
| 69 |       | Storage Centres Details and Facilities available  |
| 70 |       | Custom Hiring Centre Details  |
| 71 |       | Training/ Exposer visits Details  |
| 72 |       | Annual General Meeting Details  |
| 73 |       | Financial Details of FPOs   |
| 74 |       | On & off farm input Details   |
| 75 |       | Production Details  |
| 76 |       | Sale Details  |
| 77 |       | Subsidies Availed From Various Schemes Details  |
| 78 |       | Post-Harvest Infrastructure Details   |
| 79 |       | Transportation Vehicle  |

| #  | Users | Forms                                       |
|----|-------|---|
| 80 |       | Audited Balance Sheet as on 31st March      |
| 81 |       | Applying for FPO Management Cost            |
| 82 |       | Applying for Equity Grant Scheme            |
| 83 |       | Applying Credit Linkages                    |
| 84 |       | Dashboard for post registration Compliances |

- Grievance Redressal system: A grievance redressal system shall be developed for addressing the queries and grievances based on given escalation matrix
- Registration of All existing FPOs: All FPOs which are already formed and operational under any Centre and State Government sponsored scheme or any agencies and FPOs formed by private organizations/ NGO shall be able to onboard them self on the portal.
- API Integrations:
  - **Data to be fetched from:** FPO details will be fetched from the following portal, when user will enter the FPO registration number and complete details of FPOs including board of members, staff details and farmer details with their shareholdings and land details.
    - SFAC-SuGyan
    - NABARD FPO Portal
    - NAFED FPO Portal
    - MOVCD NER
    - UP FPO Shakti
    - Other State Portals for FPOs
  - **Tentative Additional portals/ applications:**
    - **National Farmer Database:** Farmers details will be validated from National Farmer database/ Farmer details to be fetched from National Farmer
    - **Soil Health Card:** Health parameters of land will be accessed from soil health card database. Information will be fetched based on either farmer id or Khasra number of lands.
    - **e-NAM/ Jaivik Kheti Portal:** Single sing on feature required and all transition details to be retrieved
    - **Agri Infrastructure fund Portal:** FPO can apply for Agri infrastructure funds and track the status of application
    - **Crop Insurance:** Single sing on feature required and all transition details to be retrieved



- **BIRD/ LINAC/ NIAM:** Single sing on feature required and training details with status shall be fetched from these portals
- **Price realization from AG-MARK, NCDEX/ MCX:** Daily price of commodities to be shown in the user's dashboard
- **MCA/ ROC:** FPOs registered under Company Act their details and BoD details would be validated from ROC.
- **PFMS:** Integration required for releasing the payments to the stakeholders
- **Aadhaar:** Use for demo auth or the farmers/ BoDs/ Staff details of FPOs and will be as unique key for identifying the duplicate entry in the system
- **e-Sign:** e-Sign will be required for the signing the utilization documents, and application forms for equity grant and credit guarantee funds
- **WDRA:** API integration with WDRA portal for accessing and sharing the information of warehouses
- Open APIs may be used to exchange information among third party applications
- All APIs shall be complaint to Open Network for Digital Commerce (ONDC) platform
- Or Any other
- **Additional Points to be Consider for Mobile App:**
  - Multilingual Mobile Apps in iOS and Android platform.
  - Mobile application is required for both data capturing, dashboard, and analytics.
  - In view of network connectivity issues in the remote areas of country, application should have facility for data capturing in offline mode and sync with servers whenever device gets internet connectivity.
  - Geo Coordinates of various entities are to be captured in mobile app and further integration with GIS maps.
- **Cloud Provisioning**
  - The SI shall be responsible for hosting of applications on Cloud and provisioning of required software, infrastructure, bandwidth, licenses and management of services deployment and hosting of the applications, including the underlying application / system software necessary to run the applications.
  - It will be required to adequately and optimally size the necessary compute, memory, and storage required, build the minimum sufficient

redundancy into the architecture (including storage) and load balancing to meet the service levels mentioned in the RFP at all times.

- The hosting solution must be designed for rapid elasticity and handle instance failures without downtime.
- The SI needs to carry out the capacity planning to identify and provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution.
- The SI shall deploy the services on a Cloud. The environment of cloud shall comply with the requirements published by MeitY, GoI.

- **Development, Testing, Training and Production**

The SI shall develop the software in accordance with the approved requirement specifications, design specifications, and according to the project plan and carry out the unit testing of the software in accordance with the approved test plans. The overall platform setup shall be implemented in four environments i.e., Development environment, Testing environment, Training Environment and Production environment. The illustrative deliverables for this activity are mentioned below:

- Development of software for the Platform including, Data Quality and Data Management, Organic and In-Organic (using deterministic matching) Seeding Utility as per the finalized requirements and design.
- Delivery of software along with licenses, operational / technical manuals, library files, setup programs, etc.
- Unit and Integration testing of the software along with test summary report and bug report.
- Necessary modifications to meet the requirements and Bug Closure Report.

The SI shall prepare the test cases and get them validated from the Purchaser. The test cases shall be comprehensive covering all scenarios according to specifications, requirements, and design.

- The SI shall also prepare the required test data and get it validated by Purchaser/ PMU. The test data shall be comprehensive and address all scenarios identified in the test cases.

- **User Acceptance Test (UAT)**

Test Plans for UAT would be prepared by the SI in collaboration with the Authority and Domain Experts. The Authority / SI will plan all aspects of UAT (including the preparation of test data and test environment) and obtain required assistance to ensure its success. The Purchaser will nominate representatives from different user groups based on inputs from the SI and would facilitate UAT. The SI would make the necessary changes to the solution to ensure that it successfully passes through UAT.

- **Training and Capacity Building**

The SI needs to provide training to the selected users (Master Trainers) of the stakeholder (once in 6 months) and ensure that a proper hands-on training to the staff on the solution implemented be given. The users should be well conversant with the functionalities, features, and processes of the solution after the training. Training could be planned in multiple sessions / stages as per the need and requirement of the Project. Training methodology will be an interactive workshop mode.

All training required for successful implementation and operation of the new system must be described in the Bid of the SI. In general, the SI shall propose an approach that includes significant opportunity for knowledge transfer throughout implementation and enhanced system acceptance by the use and development of users for each functional area. The training should include delivery of

- Training documentation
- User manuals
- Training based on Standard operating procedures for every department
- Delivery documentation.

All stakeholders must have to be provided access to digital training assets over an LMS for reference after the instructor-led training for at least a period of 5 years.

- User manuals should be provided and made available on the portal for the benefit of stakeholders.

## **I. Operation and Support:**

### **A. Warranty Support of the Platform**

After go-live of web portal, selected agency shall give warranty support for one year duration, during which following tasks to be considered but not limited to:

- Application Maintenance
- Infrastructure Management
- DR Drill
- Backup Management
- Data Archival
- Patch Management
- Monitoring and Alerting
- Helpdesk Management System
- Resource Planning
- User Training and Assistance

Major change request will be taken separately, and effort estimation of this work will be jointly decided by SFAC and Ministry

## **B.Operation & Maintenance of the Platform**

Operation & Maintenance phase shall be for 3 years after warranty period of 1 year. During Operation & Maintenance period, following tasks to be considered but not limited to:

- Application Maintenance
- Infrastructure Management
- DR Drill
- Backup Management
- Data Archival
- Patch Management
- Monitoring and Alerting
- Helpdesk Management System
- Resource Planning
- User Training and Assistance
- Major change request will be taken separately, and effort estimation of this work will be jointly decided by Bidder and Authority

## **II. Transfer of Solution**

Upon completion of the Term of the Project, the SI shall transfer the entire project to the Purchaser, or any agency appointed by the Purchaser. The transition process should include:

- Complete Knowledge transfer
- Requirement specification documents
- Code Documentation
- Test Reports
- Transfer of assets
- Development credentials
- Deployment procedures
- Maintenance reports
- On-Going Operations Manual
- BCP plan
- DR Plan
- Security Audit Reports
- Credentials for AppStore and Google Playstore
- And any other relevant documents pertaining to the solution
- The above document should be up to date – reflecting all the changes that were subsequently completed after go-live

## **III.Deliverables**

- Fully functional Website, Integrated Portal & Mobile app as per the requirements
- Credentials for AppStore and Google PlayStore
- Credentials of Servers
- Documentation:
  - User Interface Design

- Functional Requirement Specification (FRS),
- Software Requirement Specifications (SRS),
- System/ Software Design Document (SDD)
- Technical Design Report (TDR)
- Server Deployment Architecture
- Database Design Document
- User manual for administration and management
- And any other relevant documents
- Certificates:
  - Security Audit (Website, Integrated Portal & Mobile app and Servers) closure certificate
  - GIGW Certification from STQC
  - SSL Certificate
- Source code of the CMS based website, Integrated Portal & Mobile App
- Training content on administration, operation & maintenance of the platform.
- Exit management plan
- Reports:
  - Unit Test reports
  - System load test reportli
  - User Acceptance Test report
  - And any other relevant documents pertaining to the solution

#### **IV. Standard/ Guidelines**

The CMS based website, Integrated Web Platform and Mobile App shall comply to the following system features:

- Cross Browser Compatibility:
  - Apple Safari 15.0 and later
  - Google Chrome 96.0 and later
  - Microsoft Edge on Chromium 96.0 and later
  - Mozilla Firefox 95.0 and later.
- Multi-lingual (Support Unicode Compliance)
- Simplified UI/ UX Design as per international standards with user alerts

- Downloading reports in different formats (PDF, Excel, CSV etc.)
- Configurable (Process Flows, User Roles, User Interfaces, labels etc.)
- E-Governance Standards
- GIGW Compliance and STQC Certification
- Periodic CERT-In Security Audit Certificate of application or as and when there is any change in the application
- Periodic Server's hardware security audit or as and when there is any change
- Secure Sockets Layer (SSL) Certificate
- Scalable architecture
- Role based Access control & security
- Administrative controls and user management
- SMS and Email Integration
- Aadhaar Compliance
- e-Sign and Digital Signature Certificate (DSC) Integration
- Geographic Information System (GIS) Integration
- Filter based Reports
- Chat-bot
- Grievance Redressal mechanism
- Local Government Directory (LGD) codes for location directory
- Other Standard Master Directories

## Annexure-2

**Cost of Services***(Refer Clause 6.1)*

(Reproduce as per Form-2 of Appendix-II)

| <b>Sr. No.</b> | <b>Lump Sum Amount</b> | <b>Total Amount in Words</b> |
|----------------|------------------------|------------------------------|
| <b>1.</b>      |                        |                              |

**Note:**

1. The financial evaluation shall be based on the above Financial Proposal. The total in shall, therefore, be the amount for purposes of evaluation. Bidders may note that the lump sum amount quoted shall be excluding the applicable GST.
2. All other charges not shown here and all insurance premia are considered included in the man day rate/ overhead/ miscellaneous expenses.
3. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any. Payment of the abovementioned amounts shall be made in accordance with the payment schedule mentioned Schedule 1 Annexure 3.

## Annexure-3

**Payment Schedule***(Refer Clause 6.3)*

| <b>S.No.</b> | <b>Milestone</b>   | <b>Expected Timeline T= Date of Work Order</b> | <b>Payment Term</b>                              |
|--------------|--|--|--|
| 1            | Study, Designing and Development of basic MIS system and migration of existing data SRS and Software Design Documents for FPO Integrated Portal and Mobile App | T + 8 Weeks                                    | 15% of total amount                              |
| 2            | Development of FPO Integrated Portal - Modules for Phase 1, UAT and Go Live  | T + 16 weeks                                   | 10% of total amount                              |
| 3            | Development of FPO Integrated Portal - Modules for Phase 2, Mobile app UAT and Go Live   | T + 24 weeks                                   | 15% of total amount                              |
| 4            | Complete FPO Portal integrated with IT platforms, UAT and Go Live  | T + 32 Weeks                                   | 10% of total amount                              |
| 5            | Operation & Support phase including AMC (4 years) – total 20 Quarters  | Quarterly payment                              | 2.5% of the total amount payable at each Quarter |

*Notes:*

- 1. The above payments shall be made to the SI provided that the payments to be made at any time shall not exceed the amount mentioned in the Schedule.*
- 2. The payment to the SI shall be made on the basis of quarterly progress reports submitted to the Authority for serial nos. 5*



## Annexure- 4

**Bank Guarantee for Performance Security***(Refer Clause 7.1.2)*

To

[The President of India /Governor of .....]

acting through

.....  
.....  
.....

In consideration of ..... acting on behalf of the Small Farmers' Agri-business Consortium (hereinafter referred as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to ....., having its office at ..... (hereinafter referred as the "**SI**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. .... dated ..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the "**Agreement**") the assignment for consultancy services in respect of the ..... Project, and the SI having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Authority for performance of the said Agreement.

We, ..... (hereinafter referred to as the "**Bank**") at the request of the SI do hereby undertake to pay to the Authority an amount not exceeding Rs. .... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said SI of any of the terms or conditions contained in the said Agreement.

2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said SI of any of the terms or conditions contained in the said Agreement or by reason of the SI 's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).
3. We, ..... (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the SI in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the SI shall have no claim against us for making such payment.

4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SI and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SI from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said SI and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said SI or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said SI or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the SI (s).
7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... crore (Rupees ..... crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For .....

Name of Bank:

Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

## **SCHEDULE-2**

*(See Clause 2.3.3)*

### **Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. SI s should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of SI s should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a SI or between SI s and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and SI s:
    - (i) Potential SI should not be privy to information from the Authority which is not available to others;
    - (ii) potential SI should not have defined the project when earlier working for the Authority;
    - (iii) potential SI should not have recently worked for the Authority overseeing the project.
  - (b) SI s and concessionaires/contractors:
    - (i) No SI should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
    - (ii) no SI should be involved in owning or operating entities resulting from the project; or
    - (iii) no SI should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by SI s. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the SI s become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the SI ’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a SI coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if SI s drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when SI s advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the SI s. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for SI s to extend the length of their assignment.
8. Every project contains potential conflicts of interest. SI s should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

### **Schedule 3**

#### **Instructions for Online Bid Submission**

The following are the guidelines to be followed by the bidders during the submission of the respective Bids on the Central Public Procurement Portal (hereinafter referred as “**CPP Portal**”):

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

#### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract,

Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.



- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

## **APPENDICES**

APPENDIX-I

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

**Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To,

.....  
.....  
.....

Sub: Appointment of SI for design and development of integrated MIS Portal

Dear Sir,

With reference to your RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as SI for the ..... Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the SI for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the SI, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We are/is not a Member of a/any other Consortium applying for Selection as a SI .
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of SI or in connection with the Selection Process itself in respect of the above mentioned Project.

14. The Bid Security of Rs. .... (Rupees ..... ) in the form of a Demand Draft is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
18. In the event of my/our firm/ consortium being selected as the SI, I/we agree to enter into an Agreement in accordance with the form at Schedule– 2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)  
(Name and seal of the Applicant / Lead Member)

## APPENDIX-I

### Form-2

#### **Particulars of the Applicant**

1. (a) Name:  
 (b) Address of the corporate headquarters and its branch office(s), if any, in India:  
 (c) Date of incorporation and/or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/communication for the Authority:  
 (a) Name:  
 (b) Designation:  
 (c) Address:  
 (d) Telephone Number:  
 (e) E-Mail Address:  
 (f) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:  
 (a) Name:  
 (b) Designation:  
 (c) Address:  
 (d) Phone Number:  
 (e) Fax Number:
5. A statement by the Bidder disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)
6. Does the Applicant Company combine functions as a SI or adviser along with the functions as a contractor and/or a manufacturer?

Yes/No

If yes, does the Applicant agree to limit the Applicant's role only to that of a SI / adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?

Yes/No

7. Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?

Yes/No

If yes, does the Applicant agree that it will only be acceptable as SI, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the SI ?

Yes/No

If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of SI / adviser for the Authority only?

Yes/No

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

## APPENDIX-I

### Form-3

#### **Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant)*

Ref. Date:

To,

.....  
.....  
.....

Dear Sir,

Sub: RFP for SI : ..... Project

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)  
For and on behalf of .....



## APPENDIX-I

### Form-4

#### **Power of Attorney**

Know all men by these presents, we, ..... (name of Company and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the SI for design and development of the Integrated MIS Portal for the Project, proposed to be developed by the Small Farmers’ Agri-Business Consortium (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....  
(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

## APPENDIX-I

### Form-5

#### **Financial Capacity of the Applicant** (Refer Clause 2.2.2 (B))

| <b>S. No.</b> | <b>Financial Year</b>     | <b>Turnover</b> |
|---------------|---------------------------|-----------------|
| 1.            | 2018-19                   |                 |
| 2.            | 2019-20                   |                 |
| 3.            | 2020-21                   |                 |
|               | Total Average<br>Turnover |                 |

#### **Certificate from the Statutory Auditor**

This is to certify that ..... (name of the Applicant) has received the turnover shown above against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>s</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

# APPENDIX-I

## Form-6

### Particulars of Key Personnel

| S. No.   | Designation of Key Personnel  | Name | Educational Qualification | Length of Professional Experience | Present Employment |                | No. of Eligible Assignments <sup>s</sup> |
|--|---|------|---------------------------|-----------------------------------|--------------------|----------------|--|
|  |   |      |                           |                                   | Name of Firm       | Employed Since |  |
| (1)  | (2)   | (3)  | (4)                       | (5)                               | (6)                | (7)            | (8)                                      |
| 1.<br>2.<br>3.<br>4.<br>5.<br>6.<br>7.<br>8.<br>9. | IT Project Manager<br>Database Administrator<br>Solution Architect<br>Lead Application Developer/<br>Software Developer<br>API Developers<br>Business Analyst<br>UX Developer<br>UI Developer<br>Lead Quality test engineer |      |                           |                                   |                    |                |  |



## APPENDIX-I

Form-7

**Abstract of Eligible Assignments of the Applicant<sup>§</sup>**  
(Refer Clause 3.1.4)

| S.No             | Name of Project | Name of Client | Document in Support |
|------------------|-----------------|----------------|---------------------|
| (1) <sup>£</sup> | (2)             | (3)            | (4)                 |
| 1                |                 |                |                     |
| 2                |                 |                |                     |
| 3                |                 |                |                     |
| 4                |                 |                |                     |

<sup>§</sup> The Applicant should provide details of only those projects that have been undertaken by it under its own name.

<sup>£</sup> The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-8 of Appendix-I.

**Certificate from the Statutory Auditor/Client<sup>§</sup>**

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm/Client:

Seal of the audit firm/Client

Date:

(Signature, name and designation of the authorised signatory)

<sup>§</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant in the form of work orders/contracts etc.



## APPENDIX-I

### Form-8

#### **Eligible Assignments of Applicant** (Refer Clause 3.1.4)

|   |   |  |
|---|---|--|
| 1.  | Name of Applicant:  |  |
| 2.  | Name of the Project:  |  |
| 3.  | Description of services performed by the Applicant Firm:            |  |
| 4.  | Name of client and Address:<br>(indicate whether public or private) |  |
| 5.  | Name and telephone no. of client's representative:                  |  |
| 6.  | Estimated capital cost of the Project<br>(in Rs crore )             |  |
| 7.  | Start date of the services (month/<br>year):                        |  |
| 8.  | Finish date of the services (month/<br>year):                       |  |
| 9.  | Brief description of the Project:                                   |  |
| It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.<br><div style="text-align: right;">(Signature and name of Key Personnel)</div> |   |  |

#### **Notes:**

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.



## APPENDIX-I

### Form-9

#### **Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

| Name of project | Description of responsibilities |
|-----------------|---------------------------------|
|-----------------|---------------------------------|

8. Details of the current assignment and the time duration for which services are required for the current assignment.

#### Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

#### **Notes:**

1. Use separate form for each Key Personnel

.

## APPENDIX-I

### Form 10

#### **Bid Security** (Refer Clause 1.5)

*(To be executed on Stamp paper of appropriate value)*

B.G. No.

Dated:

In consideration of you, the Small Farmers' Agri Business Consortium (SFAC) (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... {a Company registered under the provisions of the Companies Act, 1956/2013 or Applicable Laws of the country of incorporation} and having its registered office at ..... (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the project related to the 'Selection of SI for Design and Development of Integrated MIS Platform for the "Formation and Promotion of 10,000 Farmer Producer Organisations" Scheme. (hereinafter referred to as the "**Project**") pursuant to the RFP Document dated \*\*\*\*\* issued in respect of the Project and other related documents (hereinafter collectively referred to as "**Bidding Documents**"), we [Name of the Bank] having our registered office at \_\_\_\_\_ and one of its branches at New Delhi (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. .... (Rupees .....only) as bid security (hereinafter referred to as the "**Bid Security**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents ("**Guarantee**").

3. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
4. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to:

- (a) keep its Bid valid and open during the Bid validity period, as set forth in the said Bidding Documents, for any reason whatsoever.
- (b) sign the Letter of Award and/or the Service Agreement, within the specified time limit;
- (c) furnish the Performance Security within the period prescribed in the Service Agreement;

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs 8,00,000/- (Rupees eight lakhs only).

5. This Guarantee shall be irrevocable and remain in full force for a period of one hundred and eighty (180) days from the Bid Due Date inclusive of a claim period of sixty (60) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents. The decision of the Authority, that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other

matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms. \_\_\_\_\_, its \_\_\_\_\_ and authorized official.

(Signature of the authorized Signatory)

(Official Seal)

**APPENDIX-I**  
**Form 11**  
**Bid Check List**

| <b>S. No</b> | <b>Item</b>  | <b>Checked by Bidder</b> | <b>Checked by Authority</b> |
|--------------|--|--------------------------|-----------------------------|
| 1.           | Letter comprising the Bid (Appendix I)   |                          |                             |
| 2.           | General Information of Bidder (Appendix II) along with certificate of incorporation and certificate of registered MSME (if applicable) |                          |                             |
| 3.           | Power of Attorney for signing of Bid (Appendix III)  |                          |                             |
| 4.           | Minimum Eligibility Criteria of the Bidder (Appendix IV) along with supporting documents   |                          |                             |
| 5.           | Scoring Criteria of the Bidder (Appendix V) along with supporting documents  |                          |                             |
| 6.           | Bank Guarantee for Bid Security (Appendix VII)   |                          |                             |
| 7.           | Declaration of Non black list firm either by any State & Central Government/ Agencies  |                          |                             |
| 8.           | Detailed CVs of proposed team  |                          |                             |
| 9.           | Document Fee (in the form of a Demand Draft)   |                          |                             |

**APPENDIX-II**  
**FINANCIAL PROPOSAL**

Form-1

**Covering Letter**  
(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Appointment of SI for design and development of Integrated MIS Portal

I/We, ..... (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as SI for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II  
(See Clause 2.1.3)

Form-2

**Financial Proposal**

| Sr. No. | Lump Sum Amount | Total Amount in words |
|---------|-----------------|-----------------------|
|         |                 |                       |

**Note:**

1. The financial evaluation shall be based on the above Financial Proposal. The total in shall, therefore, be the amount for purposes of evaluation. Bidders may note that the lump sum amount quoted shall be excluding the applicable GST/Taxes.
2. All other charges not shown here and all insurance premia are considered included in the man day rate/ overhead/ miscellaneous expenses.
3. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
4. Payment of the abovementioned amounts shall be made in accordance with the payment schedule mentioned Schedule 1 Annexure 3.