

## CORRIGENDUM OF TENDER ID : 750084

### Expression of Interest for Selection of Service Provider for the maintenance of PMA App(Mobile App & Web Dashboard)



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**Government of Andhra Pradesh**  
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## DEPARTMENT OF AGRICULTURE

## Expression of interest for selection of Service Provider for maintenance of PMA Application

Time schedule of various tender related events:

Bid calling date	31.08.2024
Pre-bid conference date and time	05.09.2024
Last Date of Technical Bid Submission (@ IHC Corporate, Mangalagiri)	24-09-2024 1.00 PM. Representatives from the firm shall show all the physical documents to the committee. Presentation to be done by the bidders on the same day.
Communication to technically qualified bidders	By 27-09-2024 through mail/Mobile
Financial Bid closing Date /Time (eProcurement portal only)	01-10-2024 @ 2.00 PM
Department of Agriculture Contact person	Superintending Engineer (DAC) Contact No : 73373 46678
Department of Agriculture Reference No.	Department of Agriculture /AGC02-35029/8/2024

Tender details and specifications can also be seen on

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

The Director,  
Department of Agriculture

**1. Introduction**

Department of Agriculture invites Expression of Interest from the prospective Bidders meeting the qualification criteria specified in this document for selection of Service Provider for the maintenance of Performance Monitoring Application (PMA App) (Mobile App & Web Dashboard) pertaining to the Department of Agriculture.

**1.1. Solution**

The Department of Agriculture, Govt. of Andhra Pradesh developed software application during 2020-21 viz., PMA App which is a performance monitoring application of the field staff of the department.

The Government of Andhra Pradesh decided to identify a Service Provider through Open Competitive Bidding Procedures for the maintenance of the application including the changes/modifications in the portal and to develop additional features required by the Department of Agriculture from time to time (on request basis through CR) for smooth delivery of departmental services to the farmers, hence this EOI.

Department of Agriculture invites bids from the prospective Agencies having experience in Maintenance including changes/modifications for the Web & Mobile based Application Software(portal) of the Department of Agriculture, Government of Andhra Pradesh, as per the detailed scope of work mentioned in this document.

**1.2. Important Dates and Contacts**

Bid calling date	31.08.2024
Pre-bid conference date and time	05.09.2024
Last Date of Technical Bid Submission (@ IHC Corporate, Mangalagiri)	24-09-2024 1.00 PM. Representatives from the firm shall show all the physical documents to the committee. Presentation to be done by the bidders on the same day.
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Intending bidders are advised to visit e-procurement website: [www.apecurement.gov.in](http://www.apecurement.gov.in) for submission of tender for any corrigendum/ addendum/

amendment. If the website is not followed, Department of Agriculture is not responsible and individual communication will not be provided to the intending bidders.

### **1.3. Award of Contract**

The proposals received will be evaluated based on Quality cum Cost Based Selection (QCBS) as per evaluation criteria mentioned in subsequent sections of this document. Proposals will be ranked in terms of the Overall Scores obtained from Highest to Lowest. The bidder with the highest overall score will be considered for award of contract towards the maintenance of PMA App.

### **1.4. Contract Period:**

The contract period is for **Three (3) years** initially from the effective date of contract and may be extended further for a period of additional two years and there on. The cost norms finalized, depending on the workload after initial three years, by the Department of Agriculture and/ or, the cost norms as finalized by the third party belonging to Govt organisation viz., APTS, e-Pragati etc. whichever is less, in agreement with the bidder. A fresh work order to be issued for the period renewed along with cost norms agreed upon.

### **Activities during maintenance (Mentioned in detail under Scope of work – Pls refer)**

- Attend all technical, functional and support calls from time to time and assist all the end users to use the application without any problem.
- Ensure that the system is fully functional and up time is 99.99%
- To follow scrupulously the guidelines, norms, instructions etc., issued by State/ Central Govt agencies and/ or informed by the department from time to time. All such activities comes under maintenance.
- To take up any changes immediately which takes less than 5 man days, under maintenance, as and when requested by the Department.
- To coordinate with the APSDC/ APCSOC and other organizations, from time to time for meeting their requirements and for data support.
- Any new functionality to be developed is considered as Change Request (CR), if it require more than 5 man days to execute the task.
- All the change requests will be evaluated by third party as decided by the department and the bidder is supposed to submit the Impact analysis and the cost for the development. The decision of the Third party will be the final and the agency shall abide to it.
- A Separate Work order will be issued to take up the CRs and those must be delivered as per the timelines.

### **1.5. Effective date of contract**

Department of Agriculture will declare the effective date of contract through a letter when the Service Provider is ready to take up the work as per terms of EOI and deploy the required manpower.

### **1.6. Project Deliverables and Timelines**

The selected Service Provider should take up the work immediately upon receipt of Notification of Award. Required manpower is to be identified for system study, KT and for smooth Maintenance of PMA App within 15 days from the receipt of Notification of Award.

S. No.	Activity	Timelines by which activity needs to be completed
1.	Issuance of LOI by Department of Agriculture, AP	T0
2.	Submission of PBG by successful bidder	T0 +3 days = T1
3.	Issuance of Work Order by Department of Agriculture	T1 +2 days = T2
4.	Team deployment, KT and complete responsibility of maintenance of the Application	T2 + 30 days

### 1.7. Payment Milestones

Payment will be on, as per agreed terms & conditions of this EOI. Details of the milestones are defined below.

For Maintenance period		
On submission of invoices quarterly	:	Quarterly payment will be made

Payments shall be made as per the commercial quote duly deducting the IT/GST if any at source as per IT/GST act. The selected Service Provider shall submit their claim for payment to the Director of Agriculture, Department of Agriculture, Government of Andhra Pradesh along with details of work executed with evidence of accomplishment of the scope of the work.

## 2. Scope of Work

Rythu Seva Kendra (RSK), is one of the key program of the Agriculture department to administer various Agriculture related schemes and programs of the Government of Andhra Pradesh and ensure last-mile delivery of services to the farmers right at their doorstep. There are 10778RSKs providing different services to the farmers.

Each of these RSKs is manned by Government functionaries such as Village Agriculture Assistants (VAAs), Village Horticulture Assistants (VHAs), Village Sericulture Assistant (VSA) etc., and monitored by Mandal Agriculture Officer (MAO), Assistant Director of Agriculture (ADA) etc. The Department of Agriculture developed a Digital Platform called Performance Monitoring Application (PMA) to effectively monitor the performance of these staff as well as the RSKs by making use of Digital technologies.

The Performance Monitoring App is a workforce management tool designed to monitor and enhance the transparency of RSK operations through the following modules:



PMA Application - High-level features				
RSK Registration	RSK Asset tracker	Task assignment	RSK Activity and Tasks tracking	Visit to RSKs by MAO / DAO
Attendance Management	Real time Dashboard for MAOs/ DAOs / HQ	RSK, MAO, ADA Performance rating and Analytics (Algorithm based scores)	Push Notifications	MAO Module
ADA Module	Feedback from the Field	Geo-Fencing of RSKs and their operations	Digital signature signed Performance certificates	Master configuration for CHC data and RSK mapping
16 point checklist Analytics	Feasibility to mark attendance at MAO, ADA and DAO offices	RSK construction status tracking	RSK location tracking using Geo-Tagging	

**The Details of each of the modules are:**

1. VAA/VHA/VSA Authentication using OTP on the Mobile APP
2. **Asset Management** : Track various physical and digital assets (furniture, computers, kiosks etc) issued from time to time to each RSKs so as to enable proper record keeping and ensure the working status of each of the assets.
3. **Attendance Management:**
  - A feature is provided to RSK staff/ MAO and ADA, allowing them to capture latitude and longitude within the boundaries of their respective jurisdiction.
  - This enables precise location tracking and data collection within RSK areas, facilitating effective management and monitoring of agricultural activities.
  - A system is being implemented for RSK staff to register their attendance within predefined geographical boundaries, ensuring compliance with designated work areas.
  - This system also allows staff to mark their attendance at relevant offices such as

MAO, ADA and DAOs. By setting up geofence and incorporating attendance tracking features, this system enhances efficiency in monitoring staff presence and ensures accountability in field operations.

- Integrated this attendance system with GSWS portal for their attendance payroll generation.
- 4. **Activity assignment and monitoring:** Administration of tasks and activities performed by RSK staff, Mandal Officers (MAOs), and Assistant directors (ADAs) through the mobile app.
- 5. **Performance Rating:** Assess the performance of each RSK based on multiple parameters and rate the performance of each RSK in different tiers such as Excellent, Good, average and Poor etc., on real time basis.
- 6. **RSK Construction Status Management:** Capture the construction status of each RSK through different stages of construction by capturing photo with geo-coordinates.
- 7. **Feedback Management:** Capture feedback from the RSK staff/ MAO / ADA and display it on the dashboard.
- 8. **Location mapping:** RSK/ MAO/ ADA office locations on a central dashboard.
  - The central dashboard enables headquarters to use Google Maps APIs to track office locations precisely.
  - This allows headquarters to monitor if staff has secured latlongs at their office locations.
  - Ensuring accountability and efficient management of activities of staff by verifying their accurate location markings.
- 9. **Notifications:** Capturing the performance of users based on the viewership of the notifications.
- 10. Capturing 16 point checklist data from District to RSK level for monitoring the performance for each MAO visits.

To achieve these objectives, the following components have been designed, developed, tested, and deployed:

- **PMA Mobile App for the field staff:** An Android application available on the Google Play Store for use by RSK staff, MAO's and ADA's.
- **Web based Dashboard for the department users:** Available only for Desktops /Laptops for State Head Quarter as well as District Head Quarter users.

All actions performed at the village, mandal, and subdivision levels are monitored through the central dashboard in the PMA app by District Agriculture Officers or higher officials in the Agriculture Department.

### Mobile Application Objective

The mobile application aims to:

- Implement login functionality for RSK staff, MAOs, and ADAs using registered mobile numbers and OTP.

#### **Functionalities (RSK staff, MAOs, and ADAs)**

- Mark attendance within the geo fence limits of their respective offices at village, mandal, and subdivision levels.
- Create and manage assets, perform activities, and complete tasks.
- Provide feedback.
- Upload live images of activities conducted in their RSKs.
- Update RSK construction status.
- Record MAO visits to their respective RSKs.
- Implement the RSK 16-point checklist during MAO visits.
- Track activities performed by MAOs and ADAs.
- Issuing performance certificates for the excellent category at RSK/ MAO/ ADA level.
- Offer any additional related support or services as requested by the Commissionerate from time to time.

#### **Web Dashboard**

- Create new activities and events.
- Assign activities to RSK staff, MAOs, and ADAs on a monthly basis and facilitate timely monitoring of recorded actions via the central dashboard.
- Allow District Agriculture Officers and higher officials in the Agriculture Department to monitor activities.
- Through the central dashboard HoD can add/edit RSK/ MAO / ADA list, clear device locations and update phone numbers.
- The HoD can access feedback from staff in different categories to address concerns and send notifications.
- Master configuration for mapping the CHC's & Implements to RSK level.
- Reporting and data analytic infographics are maintained at village, mandal and subdivision level.
- Offer any additional related support or services as requested by the Commissionerate from time to time.

The Scope of work of this EOI is to invite proposals from qualified agencies meeting the pre-qualification criteria to provide the support and maintenance services for the PMA application covering the following scope.

#### **The Support and Maintenance of Mobile and Web APP will include:**

Support - Support refers to the technical and know-how assistance provided to end user for the day to day operations of the app.

Maintenance - Tasks required keeping the application operational after it is delivered into Production. The different types of maintenance tasks are described as:

- Adaptive – Software modifications that are required due to environmental changes (e.g. upgrade to operating system)
- Corrective – Updates that are required to correct or fix problems
- Perfective – Modifications that enhance or improve the functionality or performance of the software. This may include new enhancements as per the user requirements.
- Preventative – This corrects potential flaws or problems in the software before they become effective.

**Detailed description of services, activities and Results (incl. specifications, if any)**

The following activities will be performed under the Support and Maintenance Contract:

- Service Operation [Incident Management, Change Management, Problem, Release Management & Event management]
- Bug fixes, Configuration and Data fixes
- Ensuring business as usual
- Support Know-how queries for users through Issue tracker
- Supporting APTS/ APCSOC hosting and infrastructure team to solve infra related issues by providing required inputs or data
- Monitoring Incident log and updating status.
- Analyze the issues (which are errors related to the application being supported) raised and estimate the time needed for fixing the issue.
- Defect analysis with an RCA. Quality RCA document for P1 incident should be submitted within 3 working days of resolution
- Schedule an upgrade plan and deploy the app.
- Small enhancements to improve the functionality of the app which may include UI/UX revamp.
- Impact analysis and effort estimation for the new changes identified.
- Create or maintain Knowledge documentation to capture incident /problem troubleshooting steps, solution and best practices.
- Provide a weekly report of the incidents, builds to all the stakeholders.
- Store upload of the app as needed and as applicable.
- Android release testing with compatible devices
- Attend all support calls and assist users with their queries and issues.
- Attending whatsapp group messages and resolving their queries.
- Ensure a system uptime of 99.99%.
- Provide regular updates and upgrades of the software according to the latest standards. Offer timely support (issue resolution, handholding support,

clarifications) to various roles such as RSK staff, MAO, ADA, and other department functionaries.

- Monitor server health and coordinate with the APSDC/ APCSOC team for server upgrades and updates.
- Provide weekly reports to the department detailing all issues and bugs fixed.
- Optimizing the performance of the mobile and web dashboard applications to ensure efficient operation and responsiveness.
- Ensuring that the mobile and web dashboard applications remain up-to-date with the latest software versions.
- Backing up data in mongo servers on a timely basis with no additional cost.
- Coordinating with the C-DAC team on the OTP issues.
- Integration of Mongo logs in APTS/ APCSOC servers.
- Providing support and fixing the vulnerabilities identified during the security audit of the application.
- Renewing the VPN credentials of the users on a timely basis.
- Providing training to the users on new module implementation and releases.
- Coordinating with different sections in the department to address new business requirements and implementing feedback on existing system.
- Providing complete source-code to the designated functionary of the department for every six months. Payment of maintenance is subjected to handing over of the source-code to department.

Any new functionality to be developed is considered as Change Request (CR). All the change requests are to be approved by the department and the Vendor is supposed to submit the Impact analysis and the cost in case the CR takes more than 5 man days of development. CRs to be undertaken only after receipt of work order from the department.

**Service Level Agreement:** The selected vendor will be required to provide the support and maintenance services as per the below SLA requirements. The table below defines the priority level and severity level of each incident.

**Given below are the requirements with respect to the SLAs**

Priority	Definition	First Response by the support team	Resolution of the issue by the support team
Priority 1 (High)	A business application is unavailable or very seriously impaired, or- Business-critical functions cannot be executed <ul style="list-style-type: none"> <li>- All the users of the application are impacted and unable to use the application.</li> </ul>	2 - 4 working hours	8-16 working hours
Priority 2 (Medium)	There is a major impact on client's business processes. <ul style="list-style-type: none"> <li>- Parts of a business-critical application are unavailable or very seriously impaired, or</li> <li>- Parts of business-critical functions are not active, perform incorrectly or perform with response times that deviate significantly from the agreed levels, or</li> <li>- End users are able to work but are unable to achieve a normal productivity level, due to the Incident.</li> <li>- More than 50% users are impacted</li> </ul>	4-8 working hours	2 -3 working days
Priority 3 (Low)	There is a minor impact on client's business processes. <ul style="list-style-type: none"> <li>- Default severity</li> <li>- No business-critical application is unavailable or very seriously impaired</li> <li>- Limited business functions are not active, perform incorrectly or perform with response times that deviate from the agreed levels.</li> <li>- 5-10% application users are impacted.</li> </ul>	8-16 working hours	4-5 working days

Note: Any service impacted due to 3rd party such as hosting service provider, OTP service provider will not be covered under the preview of the above mentioned SLAs.

Department is having a sub-Account with CDAC to access SMS Gate way services and it ensures that sufficient Server Space from APSDC as per the requirement.

**Technical Stack used to develop the PMA application**

**Mobile APP:**

- Android sdk version 33
- Kotlin version 1.7.2
- Android studio chipmunk 2021.2.1
- Android version 2.0.30 (Application version)

**Web APP:**

- Backend : Java (v8.0)
- Open jdk : 11.0.20.1
- Gradle (v5.6.4) / STS tool
- Frontend : Angular (v9.0)
- Visual studio

**Database:**

- MongoDB version 4.4.13 (PM app)
- Open jdk 11.0.20.1
- MySQL - 5.7.42
- Disrib (v14.14)

**3rd Party integrations**

- Integration of the Application to other applications through API's as requested by the department from time to time.

**Tentative Number of Users to be supported:**

- RSK staff - 10695
- Mandal officers (MAO's) - 665
- Assistant Director's (ADA's) - 155
- District officers (DAO's) - 26
- 1 department login with multiple users

**Note:** The most important thing is that the selected service provider must accept the application as it is provided by the department including Google maps, Mongo DB Back up etc, without requesting, recommending, or demanding any modifications to its structure, framework or design. Service Provider shall take up all the above listed Support and maintenance activities as existing in the application, as available at the time of issuing work order/agreement, without any additional cost to the department i.e the quoted price for maintenance by the service provider shall include all such costs.

The Service Provider shall update any latest changes in the above mentioned technologies from time to time that shall include in the maintenance without any additional cost to the department. The Service provider can work from remote location and it is not required to

be stationed at the department. However, the team shall visit the office for any review meetings or as and when requested by the department officials.

### 3. Pre- Qualification Criteria

S. No	Particulars/ parameters	Documents to be submitted
<b>Legal Entity:</b>		
1	The Bidder should be a Company registered under the Indian Companies Act and shall be primarily in the business of providing Information Technology Software Development or System Integration or IT Solution Implementation services. The Company should have been in business for at least 5(Five) financial years.	Certificate of Incorporation of the Bidder to be enclosed.
<b>Blacklisting:</b>		
2	The bidder declared blacklisted/ ineligible/ debarred by any State / Central Government or PSU or has been found to have been engaged in activities or practices which are corrupt, fraudulent, Non-Satisfactory work performed or any other unethical business practices, as on date of bid submission will not be eligible.	Self-Declaration from the Bidder from authorized signatory of the firm
<b>Financial Criterion:</b>		
3	The Minimum annual turnover per year should be 1.0 Cr and above and profit making for the last 3 years. The revenues should have accrued from software development and maintenance.	The bidder should submit audited financial statements and a certificate of revenue composition by the Auditor for FY 23-24, FY 22-23 and FY 21-22.
4	The bidder shall have minimum positive net worth of <b>1.0 Cr</b> for the last three years.	The bidder should submit audited financial statements and a certificate of revenue composition for each of the 3 years by the Auditor for FY 23-24, FY 22-23 and FY 21-22.
<b>Prior Experience:</b>		
5	The Bidder should have prior experience in the maintenance of at least 10 Mobile & Web applications each in the form of Mobile APP or Web Application and bidder should satisfy all the below conditions:  1. The applications must have gone live in the past 3 years (FY 23-24, FY 22-23 and FY 21-22).	Details of Experience of responding firm/ Project Citation for projects with Work order.



	2. Out of 10 referred applications, at least Five applications should have an order value more than INR 1.0 Crore in Single order for application development/maintenance related work.	
<b>6</b>	The Bidder should have prior experience in working with Quality Management & Quality testing and should have experience of developing/maintaining at least 5 applications in last 3 years.	Details of Experience of responding firm/ Project Citation for projects with Work order.

**4. Instructions to Bidders**

**4.1. Completeness of Response**

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

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

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

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

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

**4.3. Pre-bid Meeting**

Department of Agriculture shall hold a pre-bid meeting with the prospective bidders for clarifying on the bid conditions and other related aspects. All and any other queries related to scope of work, payment terms and mode of selection will be entertained during Pre-bid meeting. Bidders can also send their queries either by email or post.

A maximum of two (2) authorized representatives of the company will be permitted to attend the pre-bid meeting, physically/ virtually.

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

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

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

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

In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Department of Agriculture may, at its discretion, extend the last date for the receipt of EOI Proposals.

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

Department of Agriculture may terminate the EOI process at any time and without assigning any reason. Department of Agriculture makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This EOI does not constitute an offer by Department of Agriculture. The bidder's participation in this process may result in short listing of the bidder.

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

The Proposal as well as all related correspondence exchanged by the bidders and Department of Agriculture shall be written in English language, unless specified otherwise.

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

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

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

#### **Submission of Responses**

The bidder shall submit (2) proposals – **PQ & TQ Proposals (Offline) both in separate covers and Financial Proposal (online in ap e-procurement portal <http://www.apecurement.gov.in/> only)** as per this EOI.

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

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

One set of the documents necessary for Qualification as per the format given in this EOI, shall be submitted. An authorized representative of the bidder shall initial all pages of Qualification documents submitted.

Technical responses will be evaluated only in the presence of authorized representative.

#### **4.7. Bid Submission Format**

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

#### **4.8. Venue and deadline for submission**

- a) Technical Proposals must be submitted manually at Agriculture Commissionerate, IHC Corporate, Bus Depot Road, Mangalagiri, Guntur Dist, Andhra Pradesh Pin code: 522503 on or before the last date & time given. At the time of Technical evaluation, a representative shall show all the documents to the committee. Further the representative shall be present a PPT on understanding on the Application, Action plan for the smooth transfer of KT and maintenance of the application.
- b) The bidders should take care in submitting their bids & supporting documents well in advance so as to avoid last minute rush & failures. Department of Agriculture will not entertain any such complaints.

- c) The bids submitted by telex/telegram/fax/e-mail, etc. shall not be considered. No correspondence will be entertained on this matter.
- d) Department of Agriculture serves the right to modify and/or amend any of the above-stipulated condition /criterion depending upon assignment/project priorities vis-à-vis urgent commitments.

#### 4.9.Short listing Criteria

- a) Department of Agriculture will shortlist bidders who meet the Qualification criteria mentioned in this Invitation to EOI.
- b) Interested bidders shall pay EMD in the form of Bank guarantee or Demand Draft for **Rs 1.0 Lakh** (Rupees One Lakh only) along with the technical bid enclosures. EMD shall be valid till the three months (90 days) of the Bid date.
- c) Any attempt by a bidder to influence the bid evaluation process may result in the rejection of its EOI proposal.

#### 4.10. Evaluation Process

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

**4.11. The Technical Proposal shall cover the following:**

- a) Core business area of operations, number of years in the business, ownership and organizational structure of firm.
- b) Client and Project brief details of similar projects.
- c) Audited financial statement for the last three (3) years showing financial capability as specified.
- d) Project Plan for the technical partnership covering scope of work.
- e) Any other relevant information.

**5. Technical Evaluation Criteria**

The bidder should attain a qualifying score of **75 marks** for qualifying in technical evaluation and to be further considered for Commercial evaluation.

S. No.	Evaluation Criteria	Max Score
<b>I</b>	<b>Past Experiences and Technical Expertise</b>	<b>50</b>
a	No of application development Projects completed by the bidder should meet anyone of the following Criteria: >=10 Projects (20 Marks) (Or) >=8 Projects and <10 Projects (15 Marks); (Or) >=5 Projects and <8 Projects (10 Marks); (Or) >=3 Projects and <5 Projects (5 Marks); (or) else zero Marks	20
b	No. of application development Projects completed by the bidder. Bidders need to demonstrate at least 5 APPs by way of working demos of the APPs submitted under this criterion during the technical presentation. >5 Projects (15 Marks); 3-4 Projects ( 10 Marks); 1-2 Projects (5 Marks); Else Nil Marks	15
c	Mobile Applications Development Experience The bidder developed Apps should have used any technologies like Barcode / QR Code etc >3 Projects = (15 Marks) (Or) 2 Projects (8 Marks); (Or) 1 Project (5 Marks); (or) else zero Marks	15
<b>II</b>	<b>Technical Solution Offered</b>	<b>25</b>
a	Proposed Project design and Solution  Availability of Functional Requirement in Requirements addressed as mentioned in different parts of the EOI and the quality of the solution.	15

	<ul style="list-style-type: none"> <li>a. Demonstrated Level of Understanding of PMA Application in form of user stories / Feature list - 5 Marks</li> <li>b. Solution architecture including Security and scalability requirements conceptualized for this project. Meeting the business requirements – 5 Marks</li> <li>c. Application deployment Strategy - 3 Marks</li> <li>d. Solution architecture conceptualized for this project. Meeting the business requirements – 2Marks</li> </ul>	
<b>b</b>	<p>Proposed Approach and Implementation methodology</p> <ul style="list-style-type: none"> <li>a. Project requirement assessment, software development lifecycle, testing, deployment, warranty and maintenance, facilities management – 6 Marks</li> <li>b. Highlight the associated risks/ problems and plans for mitigation and explain the technical approach it would adopt to address them – 4 Marks</li> </ul>	10
<b>III</b>	<b>Project Management and Work Plan</b>	<b>25</b>
<b>a</b>	<p>Project Management Framework</p> <p>The proposal should clearly and concisely define the project management framework that shall be followed by the bidder. The framework should contain at least but not limited to the following:</p> <ul style="list-style-type: none"> <li>a. The Project Organization &amp; Quality Management Strategy – 8 Marks</li> <li>b. Communication Management Strategy – 4 Marks</li> <li>c. Configuration Management Strategy – 2 Marks</li> <li>d. Risk Management Strategy - Highlight the associated risks/ problems and plans for mitigation and explain the technical approach it would adopt to address them – 1 Mark</li> </ul>	15
<b>b</b>	<p>Work Plan</p> <p>Apart from the detailed Project Plan proposed by the Bidder, the following to be provided which would be evaluated in the following parameters: -</p> <ul style="list-style-type: none"> <li>a. Understanding the Application design, structure etc – 5 Marks</li> <li>b. KT, Team deployment and Operational Plan – 3 Marks</li> <li>c. Maintenance &amp; Integration Plan – 2 Marks</li> </ul>	10
	<b>Total (I+II+III)</b>	<b>100</b>

A PowerPoint presentation shall be made by the bidder on **IIa** and **b**; **III a** and **b**

**6. Statement of important limits/values related to bid**

Sl No	Item	Description
1	Bid Validity Period	30 days from the date of opening of bids.
2	Period for signing contract	As per EOI
3	Payment Terms	As per EOI
4	Conditional bids	Not acceptable and liable for rejection
5	Eligibility Criteria	As per EOI
6	Bid Submission	Bidders are requested to submit the bids after issue of minutes of the pre bid meeting duly considering the changes made if any, during the pre bid meeting. Bidders are totally responsible for incorporating /complying the changes/amendments issued if any during pre bid meeting in their bid.
7	Procedure for Bid Submission	Technical bids shall be submitted at Commissionerate office, Mangalagiri

## 7. General Instructions to bidders

### 7.1 Definitions:

- (a) Tender call or invitation for bids means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
- (b) Specification means the functional and technical specifications or statement of work, as the case may be.
- (c) Firm means a Company, Authority, Society, Trust, Co-operative or any other Organization incorporated under appropriate statute as is applicable in the country of incorporation.
- (d) Bidder means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word Firms/bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom Department of Agriculture signs the contract for rendering of goods and services.
- (e) Qualification and Technical bid means that part of the offer that provides information to facilitate assessment by Department of Agriculture, professional, technical and financial standing of the bidder, conformity to specifications etc.
- (f) Financial Bid means that part of the offer, that provides price schedule, total project costs etc.
- (g) Bid means the qualification bid, Technical submitted at Commissionerate and financial bid on <http://www.apesprocurement.gov.in/> portal only.

- (h) Goods and services mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
- (i) The word goods when used singly shall mean the hardware, firmware component of the goods and services.
- (j) Maintenance period means period mentioned in bid document for maintaining the systems as scope of work.
- (k) EMD of **Rs.1.0 Lakh** will be kept with the Department till the completion of the process of the EOI. The EMD will be returned to the L1 Bidder up on submission of Performance Bank Guarantee.
- (l) The EMD for rest of the bidders will be returned after awarding the contract to the successful L1 bidder. No interest will be paid for the period till return of the EMD BG/DDs.

## 7.2 General Eligibility

- a. This invitation for bids is open to all firms both from within and outside India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the pre qualification criterion.
- b. Bidders marked/considered by Department of Agriculture to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- c. Bidder/ blacklisted by any Central or State Govt. / Quasi –Govt. Departments or organizations as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- d. Breach of general or specific instructions for bidding, general and special conditions of contract with Department of Agriculture or any of its user organizations may make a firm ineligible to participate in bidding process.

## 7.3 Bid forms

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

## 7.4 Cost of bidding

- a. The bidder shall bear all costs associated with the preparation and submission of its bid, and Department of Agriculture will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.



- b. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

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

- a. A prospective Firm / bidder requiring any clarification of the bidding documents may notify Department of Agriculture contact person. Written copies/ e-mail of the Department of Agriculture response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- b. The concerned person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the closure of date and time for seeking clarification mentioned in tender call notice. It is further clarified that Department of Agriculture shall not entertain any correspondence regarding delay or non-receipt of clarification from Department of Agriculture.

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

- a) At any time prior to the deadline for submission of bids, Department of Agriculture, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
- b) All prospective bidders those have received the bidding documents will be notified of the amendment and such modification will be binding on all bidders.
- c) In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Department of Agriculture, at its discretion, may extend the deadline for the submission of bids.

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

- a. Bids shall remain valid for 90 days or duration specified in this document. A bid valid for a shorter period shall be rejected as non-responsive.
- b. In exceptional circumstances, the Department of Agriculture may solicit the bidders' consent to an extension of the period of bid & EMD validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.

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

a. The bidders shall submit all the bids manually i.e., PQ and TQ in separate covers at O/o Commissioner & Director of Agriculture, IHC Corporate, Bus Depot Road, Mangalagiri, Guntur District.

**b. Deadline for submission of bids**

a. Technical Bids must be submitted not later than the bid submission date and time specified in this document.

b. The Department of Agriculture may, at its discretion, extend this deadline for the submission of bids by amending this EOI, in which case all rights and obligations of the Department of Agriculture and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**7.9 Late bids**

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

**7.10 Modification and withdrawal of bids**

a. No bid can be modified subsequent to the deadline for submission of bids.

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

**7.11 General Business information:**

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

**7.12 Overview of financial bid**

The financial bid should be quoted on [www.apemprocurement.gov.in](http://www.apemprocurement.gov.in) portal only. **The financial bid shall be quoted @ Three years maintenance cost which includes basic cost + GST + any other taxes, fees as well as any other expenditure incurred/to be incurred etc.** Any other form of financial quote will be rejected.

**i. Bid prices**

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

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

### 7.13 Force majeure

- a. The Firms/bidder shall not be liable for forfeit of its EMD, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this clause, “Force Majeure” means an event beyond the control of the Firms/bidder and not involving the Supplier’s fault or negligence and not foreseeable.

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

- c. If a Force Majeure situation arises, the Firms/bidder shall promptly notify the Department of Agriculture in writing of such condition and the cause thereof. Unless otherwise directed by the Department of Agriculture in writing, the Firms/bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The decision of the Director of Agriculture is final and binding.

### 7.14 Termination for insolvency

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

### 7.15 Termination for convenience

- a. Department of Agriculture/Service Provider, may at any time by giving 30 days written notice terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for either of the parties convenience, the extent to which performance under the Contract is terminated, and the date upon which such termination becomes effective. In case the Service provider issue notice for termination,
  - i. The service provider shall continue the services, till an effective alternative is found by the Department of Agriculture, even beyond 30 days of notice period, without any disruption of services.

- ii. The Service Provide shall provide the KT and all other related/ required information to the agency identified by the Department.
    - iii. Payment pending to the service provider till the service period, will be paid, only after smooth transfer of KT and others as mentioned in point (ii).
  - b. In case of any violations, the PBG given by the service provider will be forfeited, the firm will be blacklisted and/or penalty will be levied as decided by the Department of Agriculture.
  - c. Department of Agriculture may in the following events after giving a prior notice and conducting investigations if required, terminate:-
    - i. If the Bidder becomes Bankrupt or financially insolvent during the period of the contract.
    - ii. If it is found that the bidder has been convicted for any unlawful activities.
    - iii. If it is found that bidder has made gross misconduct or involved in practices injurious to the image and interest of the Department or has failed in performing his duties as per contract.

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

- a. Department of Agriculture and the Firms/bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- b. If, after thirty (30) days from the commencement of such informal negotiations, Department of Agriculture and the Firms/bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
- c. The dispute resolution mechanism shall be as follows:
- d. In case of a dispute or difference arising between Department of Agriculture and the Firm /bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

#### **7.17 Governing language**

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

#### **7.18 Applicable law**

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

### 7.19 Notices

- a. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by Telex, e-mail, Cable or Facsimile and confirmed in writing to the other party's address.
- b. A notice shall be effective when delivered or tendered to other party whichever is earlier.

### 7.20 Taxes and duties

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

### 7.21 Standards

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

### 7.22 Performance Bank Guarantee

The successful bidder is required to furnish an unconditional and irrevocable Bank Guarantee for an amount equivalent to **3% of Annual Cost for 3 years with validity for 3 years** as quoted in the commercial bid. Failure of the successful bidder to comply with the requirement of submitting the Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

## 20.0 Rejection of Bids

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

### 21.0 Technical Rejection Criteria

- Bids submitted without EMD & Tender Processing fee or with improper EMD & Tender Processing fee.
- Bids which do not conform to required validity period of the bid as prescribed in the Tender.
- Failure to conform to Technical eligibility & evaluation criteria as per this tender.
- If the information provided by the bidder is found to be incorrect/ misleading at any stage/time during the Tendering Process.

- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the tender Document or submission of a bid not substantially responsive to the Tender Document in every aspect.
- Failure to furnish proofs for information provided.
- Bidders not quoting for the complete Scope of Work as indicated in the Tender documents, corrigendum / addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the tender Document.
- The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Levels defined in this tender.
- If the bid does not conform to the timelines indicated in the bid.
- Any false declaration by the bidder during the bidding process, following action may be taken:
  - Liable for Legal Action
  - Forfeiture of entire PBG
  - Forfeiture of any Released payments
  - Blacklisting of the Vendor

## 22.0 Commercial Rejection Criteria

- Incomplete Price Bid
- Price Bids in which prices are not quoted or zero price quoted.
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- Conditional price bid.

**Bid Letter Form**

From:

(Registered name and address of the bidder)

To:

The Director of Agriculture  
IHC Corporate, Bus Depot Road  
Mangalagiri - 522503  
Guntur Dist, Andhra Pradesh

Sir,

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

**Project title:**

If our bid is accepted, we undertake to;

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

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

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

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

**Date:**

Check List

Compliance/ Agreed/ Enclosed/ Deviation Statement

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

Sl.No	Bid document reference	Remarks
	Delivery period	
	Form PQ#1	
	Form PQ#2	
	Form PQ#3	
	Form PQ#4	
	Form T#1	
	Form C#1	

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

Place:  
Date:

Bidder's Signature and Seal

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



*APPENDIX I*

## Pre Qualification (PQ) Proposal submission forms

## Form – PQ#1: Bidder's General Information

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

Place:  
Date:

**Bidder's Signature and Seal**

**Form - PQ#2: Bidder's Turnover Details**  
(All values in Rs. Lakhs)

Financial Information of Bidder				
S No	Financial Year	Turnover of the firm in	Total Profit after Tax	Net Worth of Company
	(1)	(2)	(3)	(4)
1	FY.2021-22			
2	FY.2022-23			
3	FY.2023-24			

Note:

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

Place:  
Date:

Bidder's Signature and Seal

**Form – PQ#3: Bidder's Project Experience Details**

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

S No	Description of Item	Supporting Document with Page Number
1	Project Description	
2	Name of the Client / Department	
3	Contact address & details of the department	
4	Value of the Project	
5	Date of Start of Work	
6	Date of Completion of Work	
7	Description of Work	
8	Bidder should submit any of the following: i. Work orders from client dept ii. Work satisfactory certificate from the client dept.	

**Note:**

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

**Place:**

**Bidder's Signature and Seal**

**Date:**

To:

The Director of Agriculture  
IHC Corporate, Bus Depot Road  
Mangalagiri - 522503  
Guntur Dist, Andhra Pradesh

Sir,

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

*APPENDIX II*

Form – T#1: Understanding of the project

Place:  
Date:

Bidder's Signature and Seal

*APPENDIX III*

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

The quoted Price shall be for 3(Three) years inclusive of all the GST, any other taxes, costs, logistics, fees etc that were incurred, to be incurred for the coming three years. The department will not pay any other amount, except the quoted price.

### Form of Model Contract Agreement

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

**Between**

- (1) *[insert: Name of Client]*, (hereinafter called “the Client”), and
- (2) *[insert: name of the bidder]*, (hereinafter called “the bidder”).

**Whereas** the Client desires for “\_\_\_\_\_” for \_\_\_\_\_ Department, Andhra Pradesh, Guntur and submit all deliverables and have agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

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

**1. Article 1 - Contract Documents**

**1.1 *Contract Documents***

The following documents shall constitute the Contract between DEPARTMENT OF AGRICULTURE and the

Firm, and each shall be read and construed as an integral part of the Contract:

This Contract Agreement and the Appendices attached to the Contract Agreement.

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

**1.2 *Order of Precedence***

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

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

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

**2. Article 2 - Contract Price and Terms of Payment**

2.1 *Contract Price*

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

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

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

**3.1 Effective Date:**

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

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

**4. Article 4 – Jurisdiction**

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

**5. Article 5 – Appendixes**

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

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

For and on behalf of the Department of Agriculture

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



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

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

For and on behalf of the Bidder

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

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

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