



Himachal Pradesh State Agricultural Marketing Board [HPSAMB]

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**Under
RKVY**

RFP Issued on 24th. November, 2014

Tender Notice Published in the Hindustan Times & Amar Ujala



Himachal Pradesh State Agricultural Marketing Board, Vipnan Bhawan, Khalini, Shimla Himachal Pradesh -171002

E-mail: hpmarketingboard@yahoo.co.in, Web : www.hpsamb.nic.in

TENDER NOTICE

HPSAMB is intended to go for Post Harvest Management System and Mandi Automation information System of APMCs/Mandi's in the state. Request for Proposal (RFP) is invited for selection of service provider for Mandi Management Information System. The services include Survey and Study, Planning, Customization, Testing, Implementation, Training & Support of Web Based Software and Integrated MIS for APMCs for automation of 2 APMCs and Head Office in the State. Details will be available on www.hpsamb.nic.in, on 24.11.2014, from 10 am onward.

Managing Director

**Himachal Pradesh State Agricultural Marketing Board
[HPSAMB], Shimla, Himachal Pradesh**

RFP NO: HMB (F) 2-18/2010 (RKVY)

SCHEDULE OF CFP

Sanctioned Amount	:	One crore.
PROPOSAL FEES (Non Refundable)	:	Rs.10,000/- in favour of “Managing Director, HIMACHAL PRADESH STATE AGRICULTURAL MARKETING BOARD (HPSAMB)”.
EMD	:	Rs. 2,00,000/- in favour of “Managing Director, HIMACHAL PRADESH STATE AGRICULTURAL MARKETING BOARD (HPSAMB)”.
PROPOSAL NOTICE PUBLISHING DATE	:	24/11/2014
DOCUMENT SALE START DATE	:	24/11/2014 from 10.00 am
DOCUMENT SALE END DATE	:	06/12/2014 up to 05.00 pm.
PROPOSAL SUBMISSION LAST DATE	:	08/12/2014 up to 03.00 pm.
TECHNICAL BID OPENING DATE	:	09/12/2014 at 11.00 am.
FINANCIAL BID OPENING DATE	:	10/12/2014 at 11.00am

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Glossary

Acronym	
HPSAMB	Himachal Pradesh State Agricultural Marketing (mandi) Board
BoM	Bill of Material
EQI	Equated Quarterly Installments
FRS	Functional Requirement Specifications
FIFO	First in First Out
Gol	Government of India
GoHP	Government of Himachal Pradesh
HoD	Head of the Department
HR	Human Resources
HTML	Hyper Text Markup Language
HTTP	Hyper Text Transfer Protocol
HTTPS	Hyper Text Transfer Protocol Secure
IA	Implementation Agency
KPIs	Key Performance Indicators
LAN	Local Area Network
MIS	Management Information System
OEM	Original Equipment Manufacturer
SDC	State Data Centre
SRS	Software Requirement Specifications
SSL	Secure Socket Layer
VPN	Virtual Private Network
WSDL	Web Service description Language

1 Introduction

1.1 About Himachal Pradesh State Agricultural Marketing Board (HPSAMB)

The Himachal Pradesh Agricultural and Horticultural Produce Marketing (Development and Regulation) Act, 2005. (As assented to by the Governor on 25th May, 2005) an act to re-enact the law to provide for improved regulation in marketing of agricultural produce, development of efficient marketing system, promotion of agri processing and agricultural exports, establishment and proper administration of markets for agricultural produce in the State of Himachal Pradesh and to ensure level playing field for competitive markets to operate through setting of minimum standards for facilities, procedures and systems, thereby promoting the establishment of well administered and efficient infrastructure for marketing of agricultural produce in and from the State of Himachal Pradesh.

There are 10 Agricultural Produce Market Committees (APMCs) and 50 Yards and Sub-Yards in the State established under the Act. The H.P. State Agricultural Marketing Board exercises superintendence and control over the A.P.M.Cs.

The Himachal Pradesh State Agriculture Marketing Board (HPSAMB) wants to come up with a solution for making the market functioning across the state transparent and efficient. It has been decided to introduce automation in the day-to-day functioning of the APMCs so that there are no revenue leakages and real time information is available to the Board. With agricultural production set to rise in the coming years and new initiatives taken at both central and state levels, HPSAMB is likely to face many more challenges. In order to meet these challenges, it calls for a robust Mandi Management Information System (MMIS) to provide decision support (operational, managerial & strategic), enhance evidence based policy making and undertake effective monitoring leading to improved accountability and effectiveness at all levels of the market system.

HPSAMB has recognized that use of Information and Communication Technology (ICT) has the potential to improve the overall performance of the markets by resolving most of the mandi management information related issues encountered by the department. HPSAMB has

recognized the need of the farmers to access anytime anywhere services in an efficient, reliable and transparent manner while at the same time wishes to significantly improve the service delivery capability of the Market. In this context, HPSAMB started an initiative to improve the agricultural market practices of the state, especially the Mandi's towards achieving better transparency, control and reporting structure across the state and embarked on a mission mode project.

2 Project Background

HPSAMB, have realized that use of Information and Communication Technology (ICT) has the potential to improve the overall performance of the markets by resolving most of the Mandi management information related issues encountered by the department. HPSAMB has also realized that only an ICT enabled Mandi Management Information System along with the other planned structural reforms can meet the challenges faced in the context of overall agricultural sector reforms

The Himachal Pradesh State Agriculture Mandi Board (HPSAMB) wanted to come up with a solution for making the Agriculture market functioning across the state transparent and efficient. It was decided to introduce IT in the day-to-day functioning of the Mandis so that there are no revenue leakages and real time information is available to the Mandi Board. With agricultural production set to rise in the coming years and new initiatives taken at both central and state levels, HPSAMB is likely to face many more challenges. In order to meet these challenges, it calls for a robust Mandi Information System to provide decision support (operational, managerial & strategic), enhance evidence based policy making and undertake effective monitoring leading to improved accountability and effectiveness at all levels of the market system.

In this context, HPSAMB started an initiative to improve the agricultural market practices of the state, especially the Mandis towards achieving better transparency, control and reporting structure across the state and embarked on a mission mode project to implement a Computerized MIS for Marketing Board known as "**Mandi Management Information System**" (MMIS) for which this Tender is being issued.

2.1 Project Overview

A brief overview of the project in terms of the Vision and Objectives are given below

2.1.1 Project Vision and Objectives

Vision Statement:

To utilize Information and Communication Technology (ICT) to enhance Transparency into the operation of Marketing Board and ensure the farmers get the Right Value for their produce through the use of reliable, accurate and timely information.

Project Objectives:

The primary objectives of HPSAMB is to Improve the Post Harvest Management Framework being executed by HPSAB and to implement a Management Information System (MIS) connecting all the APMC, Mandi Yards made available 24 x 7 through any of the access channels. The information that would be made available will include commodity rates, availability of commodities, information on weather, soil reports and other information requested by farmers or traders. The MIS will also provide instant information on the revenues generated in APMC and the expenditure details of the Board.

The Mandi Board wants the APMC & Mandi Yards to function in a transparent and efficient manner with an effective reporting structure and without any revenue leakage. The board also wants the system to be farmer centric and will help the farmers to establish easy relationship with the Board.

Some of the objectives that the Mandi Management Information System project intends to achieve are:

- **Improve Efficiencies of Mandis**
 - Make all processes transparent at all levels
 - Enable quicker transactions at the Mandis
 - Provide convenience in accessing the various services of the Mandis
 - Establish quicker reporting of deviations
 - Ensure better control on all the processes
 - Establish responsibility and accountability

- **Improve Effectiveness of Mandi Management**
 - Increase the revenue generation and collection from market activities while effectively addressing the revenue losses.
 - Improve the Quality of Service and Information to all the stakeholders.
 - Minimize manual work, duplication of work and facilitate ease of administration.
 - Increase control over the activities happening in each Mandi of HP.
 - Provide universal access to all the Mandi related data with proper authorization and access control.
 - Increase administrative control and decision making capabilities.
 - Make the Mandi the nodal point for dissemination of information to farmers
- **Better Financial Management, HR & Payroll and Asset Management.**
 - Ensure better budget lifecycle management and project management
 - Improve control of expenditure and reporting
 - Ensure effective financial audit
- **Better Reporting**
 - Use reporting tools for improved presentation of data
 - Use dashboard for decision making
- **Better Compliance to Rules**
 - Better Reporting ensures better Compliance to rules at all Levels

3 Scope of Work

The Tender is intended to invite proposals from reputed OEMs/established System Integrators, Vendors to **Develop and Implement an Online Web based Application** for Mandi Management information system for HPSAMB. The Tender primarily focuses on the following key domains of the overall technology requirements:

- **Application Development**
- **Comprehensive AMC Support for one year.**

The scope of work of the project includes:

Design, Development, Implementation and Maintenance of Mandi Management Information System application software, Supply, Installation and maintenance at client locations, deployment and maintenance of the complete system for the maintenance period in - Shimla and Solan APMC and 1 HQ of HPSAMB in Shimla as a pilot Basis.

The major components of the assignment are following:

3.1 Application Software Development

The selected agency needs to do the following activities as part of the Application Software Development:

- To prepare a Software Requirement Specification (SRS) document based on independent assessment of the requirements of the APMC and HQ.
- To design Solution Architecture for all the functions mentioned in the document.
- To prepare High-Level and Low-Level Design document
- To develop the software solution.
- To use only Legal and Licenced copy of OS, Software development tool.
- To test and implement the developed software
- **Installation and Commissioning of MMIS application in State Data Centre or Data Centre provided by any other. The Board will assist for all the required communication and approval for same.**
- To ensure that the software design and implementation takes care of necessary security aspects such as data safety, access controls, integrity, back up measures.

3.2 Procurement and Installation of Hardware and Networking Component.

The selected Bidder will study and prepare a report on all the required Hardware for 2 APMC, 1 Head office and State Data Center for Rolling Out of MMIS application

which should have justification of each component. The Selected Vendor should also deliver an estimated cost for the components. Through the tender, board will procure the Hardware, System Software, hand-held devices or PDAs, database, networking components and other peripherals. Selected bidder should assist the Board in RFP preparation or other Procurement Mechanism (Will be Decided by HPSAMB) for Hardware and election of an agency, who will supply, install, integrate and commission the Hardware, system software and networking components.

3.3 Go-Live and Maintenance of Complete System

The selected agency needs to do the following activities as part of the integration and testing of complete system:

- To do a soft-launch of the application after system testing.
- To assist HPSAMB in performing user acceptance test.
- To ensure Go-live of the complete system.
- To provide training & handholding support to HPSAMB.
- Supply, Installation, Up-gradation and Maintenance of necessary Software components of MMIS, for the entire contract period.

4 Functional Requirement Specification

The functional Requirements along with the services for the functional modules and sub-modules are described in this section.

4.1 General Requirements

Requirements

Under the project, strengthening of a total of 10 APMCs and 50 Yards/ Sub-yards is proposed through their up-gradation & modernization. One of the important market related reforms is the adoption of the Mandi Management Information System (MMIS) for the agricultural produce as emphasized by HPSAMB. As a part of modernization, the HPSAMB proposes to introduce the Mandi Management Information System (MMIS) at **APMC SOLAN and APMC SHIMLA and the Head Quarter on pilot basis**. After finalization of successful bidder for the first two APMC's, HPSAMB may continue with same bidder for remaining APMCs and Yards/Sub Yards, Which shall have the Intellectual Property Rights (IPR) application software. Separate rate for single APMC roll out of MMIS may be quoted separately.

The project desires to engage an agency for providing Services for Mandi Management Information System (MMIS). The services include Survey and Study, Planning, Customization, Testing, Implementation, Training & Support of Web Based Software and Integrated MIS for APMCs along with the Supply, Testing and Installation of Related Hardware for automation of 2 APMCs and Head Quarter in the State.

The system should be able to seamlessly handle inbound and outbound messages from any system that has similar capabilities

System Architecture should support Flexibility in Adding new Functionalities and integrating with third party application.

User manual and other document for each module will be provided for each APMC.

The software must have the vertical and horizontal scalability to care of Increase of number of users and increase of number of locations.

The developed MMIS will be the property of H.P.State Agricultural Marketing Board and the vender will hand over all the documents and source code to the Board.

4.2 Mandi Management Services

The Mandi management module comprises the following sub Modules:

	Sub Modules	
	Party Registration	
	Entry & Exit management	
	Auction & Weighment	
	Sale-Purchase of Agri produce & Weighment	
	Mandi Fee Calculation	
	Revenue & Expenditure	
	HR & Payroll	
	Trader Management System	
	Mobile application based and SMS based mandi price dissemination software	
	MID (Market Information Display)	
	Investment Module	
	Construction Module	

Party Registration:

There are different parties who play a role in the end to end process of sale to purchase. IT is required to track all the activities for the proper functioning and monitoring of each Mandi. And hence each party is mandatorily to be registered to do any transaction in the Mandi.

Services
Farmer registration
Trader Registration

Small Vendor, Miller, Surveyor, Agent, Stockist, Registration
Internal Mandi officer registration

Functional Requirements
The system shall have the capability to register farmer with details like Name, Father's Name, Sex, Acres of Farming Land owned, and Unique ID Generation valid across HP.
Similarly for all the parties in the system for registration and generation of unique code/ID
The module should be in <i>Bilingual-In Hindi & English</i>

Entry & Exit management:

This module services the requirements of the gate entry. The user shall input the details of all vehicles entering the gate generate Gate Entry Number and record the levy of fee for each vehicle. The entry will be also applicable for check post/barriers. The registration number of the vehicle, farmers' name & village, time of entry with type of commodity in each bag are some of the details envisaged to be captured.

Services
Vehicle Lists
Commodity lists
Farmers' lists
Make entry fee receipts if any
Recording of Vehicle entry and exit with time

Functional Requirements

The system shall allow users at the Mandi gate to view the type of vehicle list, list of charges fixed for each type etc.

The system shall allow users at the Mandi Gate to input the time of entry of any vehicle coming into the Mandi premises and also input the exact time of exit of the vehicle.

Based on the input of the vehicle type, the system should assign the charges prefixed for that type and generate a Challan /Receipt for the entry fees

The system should be able to generate and print details like farmers' name, village name, commodity name, Quantity and vehicle number in the Receipt

The system should be able to generate a report of fees collected Mandi wise for a given period of date with the details of the user who entered such data

The module should be in ***Bilingual-In Hindi & English***

Auction & Weighment

Weighmen Rotation Process.

1. Attendance of Weighmen.
2. Automatic Allotment of Weighing Machine to weighmen.

Sale-Purchase of Agri Produce & Weighment:

Services
Commodity Lists
Farmers lists
Transaction lists linked to traders' ID
Entry of Auctions & Weighments with rates
Report generation of transactions with time

Functional Requirements
The system shall allow users at the Mandi to choose from a list and input the commodity name, Traders name and the auction rate
Upon entry of the auction details, the system should generate a unique transaction number for each auction entry.
The system shall allow users at the Mandi to input the weighment details like total weight, number of Box etc
System should allow generation of Agreement Form consolidating the details of Trader, Farmer, commodity, weight, price and should also accommodate Name of Mandi Surveyor, Weightment authority and Gate Entry Unique ID
Based on the input of the vehicle type, the system should assign the charges prefixed for that type and generate a Challan /Receipt for the entry fees
The system should be able to generate a report of fees collected Mandi wise for a given period of date with the details of the user who entered such data
The module should be in <i>Bilingual-In Hindi & English</i>

Mandi Fee Calculation: The services envisaged for this sub module are:

Services
Manage Traders Lists with IDs
Transaction lists linked to ID
Fee payable lists
Make Fee payment entry
Generate receipt for fees paid
Generate Transaction summary of fees paid
Interface with Revenue & Expenditure module

The functional requirements for these services are:

Functional Requirements
System should be able to calculate Mandi Fee from any of these transaction: On the basis of Agreement Form/Trade Form Sell/Buy of produce outside the region of Mandi, Purchasing of Produce done by the Government Agencies.
Charges on Delayed Submission of Agreement Form, Interest on Late submission on Mandi fee.
System should be able to Calculate/Audit the Mandi Fee/Unpaid- from the Annual Submission of Agreement Form, Trade Form, Annual Commercial Transaction Sheet done for various Farm Produce,
The system shall allow users at the Mandi to choose from a drop down list and input the commodity name, Traders name, the quantity and the auction rate.
Upon entry of the details, the system should calculate the Mandi Fee for the transaction automatically and display on the screen.
The system shall allow users at the Mandi to generate a payment requisition slip and also input the payment receipt details for each trader
System should be able to handle Purchase from outside of the State.
System should be able to support Purchase of the produce outside from the region of Mandi and Charged Mandi Fees .
System should be able to generate Agreement Form to provide Traders as per Purchase and Stock after assuring the seller payment and Mandi Fee.
System should display all Agreement Form of Issuing Mandies to Reveiving Mandi and Inter State Check Post.
Based on the input of the payments the system should generate the balance outstanding from that trader at any point of time
The system should be able to generate a report of fees collected Mandi wise, Trader wise for a given period of date with the details of the user who entered such data
The module should have an interface with Revenue & Expenditure module
The module should be in <i>Bilingual-In Hindi & English</i>

Revenue & Expenditure:

The various services under the Revenue & Expenditure module are given below:

Services
Accounts Payable
Payment Management
Revenue & Expenditure summary
Accounts Receivable
Cash Book
General Ledger
Account Coding
Budget Control
Expenditure Tracking
Transaction Management

Accounts Payable:

The “Accounts Payable” service will allow the authorized users to manage accounts payables of the Mandi.

The functional requirements of “Accounts Payable” are as follows:

Requirements
The system will be able to handle online for: <ul style="list-style-type: none">• Supplier/Rate Contractor Details• Voucher Entry

Requirements

- Payment Processing
- Supplier/Rate Contractor Details

The system will allow the setting up an "irregular suppliers" account for processing transaction for rarely used suppliers or one-time suppliers/rate contractors

The system will produce a listing of supplier/rate contractors with no activities for a specified period of time

The system will automatically record all expenses incurred with details

The system will allow invoice tracking from the time it is received from the supplier to the time the payment is settled without any limits to the number of items per invoice

The system will check for duplicate supplier/rate contractor invoice numbers

The system will check that the total recorded against various items in the invoice equals the total invoice sum

On posting the system will automatically update the accounts payable and the general ledger simultaneously

Payment Management:

The "Payment Management" service takes care of the records of all actual payments made by the Mandi.

The functional requirements of "Payment Management" are as follows:

Requirements

The system will generate a report before the payments are made that will list payments made to each Supplier/Contractor

The system will produce comprehensive cash requirements reports by period planned as

per the payment run date
The system will show amounts expected to be paid in all planned payment runs within a user specified period
All cash requirements reports and enquiries will take into account the projected payments in respect of goods received but not invoiced

Budget Control:

The functional requirements of “Budget Control” are as follows:

Requirements
Item / Head wise Income & Expenses as per the budget
Income Expense Sheet
Supplementary Budget and its rearrangement.
Caution Money, Reserved Fund, Fixed Deposit
Commercial Tax, Royalty

Expenditure Tracking:

The “Expenditure Tracking” services will allow the management of tracking of expenditures.

The functional requirements of “Expenditure Tracking” are as follows:

Requirements
The system will have the ability to capture the individual voucher details (voucher number, expense details, expenditure amount, date etc.)
The system will provide built in-controls to validate the data reported by the end users: <ul style="list-style-type: none"> ▪ Rejection of non-numeric values ▪ Validation expenditure data against the released funds ▪ Restrict for the closed/approved reporting periods

Requirements

The system will have the audit trails to log the entire chain of activities performed by the users across the locations and levels.

The system will have the ability to drill down the expenditure data from top-down (APMC and Mandi board)

The system will have the ability to generate the budget versus actual comparison reports for each location and at aggregate level

The system must allow prior year and audit adjustments to be made throughout the current year. This must be subject to strict security/ access control. All such adjustments must be also applied to the current year where relevant

The system must warn the user if they attempt to post to a non-current period

The system will have the ability to generate individual location and group (APMC and Mandi board)wise expenditure reports for the period

Accounts Receivable:

The “Accounts Receivable” service will take care of the various accounts receivable by the Mandi.

The functional requirements of “Accounts Receivable” are as follows:

Requirements

The system will allow payments to be entered

The system will generate Traders transaction statements at the end of the period

The system will maintain Trader wise balances on open item basis

The system will record adjustments to the Accounts Receivable module that will include a reference number and reason

Requirements

The system will track full exposure by Trader (i.e. Trader transaction limit minus outstanding receivables)

Cash Book:

The “Cash Book” service will take care of the cash book part of accounts.

The functional requirements of “Cash Book” are as follows:

Requirements

The system will be capable of maintaining different cash books

The system should provide facility so that ; The cashbook will receive automatic postings from Transactions, Rentals, payroll system, together with manual batch posting of other payments and receipts

General Ledger:

The “General Ledger” service will allow the management of General Ledgers.

The functional requirements of “General Ledger” are as follows:

Requirements

- The system will maintain all transactions for the year account head wise
- The postings are automatic from daily transactions from the cash book of all entries of Revenue and Expenditure

HR & Payroll:

HR and Payroll need to be done for all the Mandi officers in both Mandi and Mandi Board

The functional requirements of “HCM & Payroll” are as follows:

Requirements
Central info database with Details of Employee in State Mandi Board and APMC
Enable effective/future dating of pending transactions/events, and maintain transaction history.
Payroll Processing.
Ability to view all relevant employee records relating to individual i.e. personnel info, job information, performance documents, training records, internal vacancies, etc
Ability to apply for leave on using the system. Access to leave balances and detailed history of past requests should be available

Asset Management:

Assets of the Mandi & Mandi Board needs to be maintained as per the requirement

The functional requirements of “Asset management” are as follows:

Requirements
Maintain the details of both movable and immovable asset details like age of the asset, location of the asset, asset class etc.,
Preventive maintenance and breakdown maintenance activities need to be maintained properly.

Trader Management System:

HPSAMB wants to Integrate Purchase and Selling, by Traders of HPSAMB, of Agri and Forest produce happening outside the APMC premises which will help both Traders and Mandi Board in sync of all the Commodity Transaction happening inside the State.

Services
Purchase of Commodity by Trader from Farmer or other traders
Selling of Commodity by Trader to Other Traders
Trader Info should be picked from Central Database
Generation of R Form(Agreement Form between Trader and Farmer) and Q Form(Agreement between 2 Traders)
Generation of Check Post Exit Pass for the Commodity

Functional Requirements
The system shall have the capability to register farmer with details like Name, Father's Name, Sex, Contact Number Unique ID Generation valid across HP.
Similarly for all the parties in the system for registration and generation of unique code/ID
The System should be able to Capture Purchase and Sell by trader for all the commodity
The module should be in <i>Bilingual-In Hindi & English</i>
The System will generate R Form and Q Form as per the Purchase or Sale Transaction.
The System should generate State Check Post Pass for the Transaction.

Integration with other modules

The Revenue & Expenditure module will be integrated with the other Mandi management services module.

Mobile application based and SMS based mandi price dissemination software.

Sr. No.	Application Name	Device Type	Features
1	APMC MID (Marketing Information Display)	Mobile	Display Commodity Rates of various APMCs
2	APMC Agent	Mobile	Total Arrival - Commodity wise Pending For Lot Preparation Pending For Auction Slip Pending For Weighment Pending For Bills Total Sale Commodity wise Sale
3	APMC Trader	Mobile	Arrival My Purchase
4	APMC Secretary	Mobile	Before Weighment -Date wise After Weighment-Date wise
5	Gate Entry	Tablet	In Gate Entry Out Gate Entry Out Gate Pass Entry Farmer, Agent SMS
6	Commodity Rates SMS	Mobile	Using SMS farmer can see the rates of requested commodities for various APMCs

MID (Market Information Display)

Display on LFD (Large format display) Rates and arrival of commodity of all APMCs from DC to any location decided by HPSAMB.

1. Collection of Data from DC which is feeded by APMC Personel.
2. Display the contents like Rate, arrival, advertisement, etc.

Investment Module

APMCs Done Investment in the form of Fixed Deposits, Government securities, etc.

1. Interest calculations
2. Reinvestment Process
3. Maturity process
4. GS – Booking, Liquidation, Amortization

Construction Module

Construction module as per below requirement

1. Name of APMC
2. Name of Work
3. Budget approved with resolution number and date
4. Administrative approval & expenditure sanction, technical sanction amount
5. Tender date
6. Date of award
7. Time of completion
8. Agency
9. Expenditure detail 1st.Running bill, 2nd. Running bill, 3rd.running bill & final bill
10. Date of completion
11. Deviation amount
12. Total cost of completion

4.3 Management Information System (MIS)

The various services under the Management Information System module are given below:

Services
Management Dashboard
MIS Reports

Management Dashboard

The “Management Dashboard” service will allow the display of dashboards for KPIs that will allow for better management, including tracking, of Mandi wise performance.

The functional requirements of “Management Dashboard” are as follows:-

Functional Requirements

The system will display in graphical view on dashboard pattern various KPIs like:

- Total Arrivals (Mandi wise, Commodity wise)
- Total Arrivals (Mandi wise, Quantity wise)
- Total Revenue generated(Mandi wise)

- Total Expenditure made (Mandi wise.)
- Total supplementary Expenditure made

MIS Reports:

The “MIS Reports” service will allow the generation, preview and printing of various reports useful for efficient management of the Mandis.

The list below is illustrative and is in addition to the various queries and reports that have been listed out in the various modules.

The system will have the ability to generate, preview and print the following reports:

Functional Requirements (Illustrative)
Revenue profile Trader wise
Revenue profile Mandi wise
Revenue profile Transaction wise
Expense profile Trader wise
Expense profile Mandi wise
Expense profile Farmer wise
Expense profile Transaction wise
Exception report on deviation from set of parameters for Fee collection, Rentals collection, Renewal fees collection.
Farmer registration statistics
Trader license & registration statistics by Mandi, date, area, district wise
Hamal license and registration statistics by Mandi, date, area, district wise
Demographic profile of Farmers with specific diagnosis
Trends in agricultural output area wise
Schemes & subsidies beneficiary Statement Mandi ,date, area, district wise
Performance indicator reports like:
<ul style="list-style-type: none"> • Total arrivals handled

Functional Requirements (Illustrative)

- Waiting time before effective transaction
- Average Length of processes
- Average Turn Around Time

Additional Reports

Graphical

Total Mandi Performance

Daily Revenue & Expenditure Statistics

Date-wise all Transaction Statistics

Month-wise all Transaction Statistics

Summary Reports

Mandi wise Break-up of Revenue and Expenditure year wise

Arrivals commodity wise, Quantity wise, Year wise

Arrivals commodity wise, Quantity wise, Mandi wise

Mandi wise budget for Revenue & Expenditure with variance year wise

Mandi wise Revenue statement

Mandi wise Expenditure Statement

Summary of Mandi Fee collected Mandi wise, District wise

MIS Reports

Reports of Daily arrival, rates commodity wise to AGMARK, NIC, Collector of respective Districts sent automatically

Printable Reports generated on Arrivals, Commodity rates, Revenue & Expenditure

Cost Reports

Centralized Mandi Master

Income-Expenditure Statement

Mandi Based Income Expense Statement

Mandi Wise Income Expenditure

Desk Reports

Daily Reports of Arrivals, Rates, Fees collected, Outstanding receivables

4.4 System Administration Management

The various services under the System Administration Management module are given below:

Services
User Management
Roles Management
Privileges Management
Master Code Maintenance
Order set Management
Additional Requirements
Servers
Backups
Contingency and Recovery
Password Management
Administrative Panels
Queries & Reports

User Management

The “User Management” service will allow the management of the users.

The functional requirements of “User Management” are as follows:

Functional Requirements
The system will interface with the HR module to get access to the employee details
The system will display the list of users and allow each user to be assigned roles, privileges as well as alter or revoke them
The system will allow the system administrator to reset passwords,

Roles Management

The “Roles Management” service will allow the management of the various roles assigned to users.

The functional requirements of “Roles Management” are as follows:

Functional Requirements

The system will allow the system administrator to maintain a list of roles and assign, alter or revoke privileges to each one of them

Privileges Management

The “Privileges Management” service will allow the management of privileges to be granted or revoked to various users and roles.

The functional requirements of “Privileges Management” are as follows:

Functional Requirements

The system will allow the system administrator to maintain a list of privileges and assign, alter or revoke rights that may be view, add/create, edit/alter/update every user interface

The system will allow the system administrator to maintain a list of privileges and assign, alter or revoke rights that may be view, add/create, edit/alter/update every user interface

Password Management

The “Password Management” service will allow effective role and user based access to the system’s resources.

The functional requirements of “Password Management” are as follows:-

Functional Requirements

The system should provide facility so that ; The passwords will consist of a minimum of 6 alphanumeric characters and special characters (no common names or phrases) - the

actual combination and minimum and maximum lengths will be site configurable
The system should provide facility so that ; Passwords will be changed every 90 days (or other period).The systems will enforce password change with an automatic expiration and prevent repeated or reused passwords
The system should provide facility so that ; On allocation for the first time as well as reset of password by the system administrator for lost passwords, the user will be forced to change the password
The system should provide facility so that ; Passwords must be stored in encrypted forms by the system and these cannot be retrieved by the system administrator who may only reset the password
The system should provide facility so that ; Passwords will be kept private i.e., not shared, coded into programs, or written down
The system should provide facility so that; User accounts will be frozen after 3 failed logon attempts. All erroneous password entries will be recorded in an audit log for later inspection and action, as necessary. Sessions will be suspended after 15 minutes (or other specified period) of inactivity and require the password to be re-entered
The system should provide facility so that ; If any user logs in to the system using one machine and then logs in to the system using another machine, then the data that the user had already entered will be automatically saved and the user will be logged out of the system and asked to log in afresh

Integration with other modules

System Administration module will be integrated with the Human Resources Management and Mandi management and Mandi support services modules.

5 Implementation Plan

5.1 The implementation will include:

- Development of Mandi Management Information System & Pilot Implementation of Mandi Management Information System in 2 APMC –Shimla and Solan

- Installation of System Software, in the State or any other Data Center, and in the above mentioned Mandis, where pilot implementation is suggested.
- Implementation of Mandi Management Information System in HPSAMB Headquarter in Shimla in Himachal Pradesh with required system software.
- The Handholding of the applications will be for one year since the date of going all the modules live.
- After one year AMC will be done separately for maintenance and handholding.

5.2 Payment Schedule

The total Payment amount will be equal to the amount specified in Financial Bid of the Bidder. Payments will be released only on satisfactory acceptance of the deliverables for each component as per the following schedule:

S. No	Payment Schedule	Fee Payable	Remarks
1.	Advance Payment	15% of the total software cost.	Payable against Bank Guarantee as mentioned in section
2.	On Submission of SRS and Solution Definition Document	15% of the total software cost	Against submission and acceptance of Solution Definition Document.
3.	On successful Installation of the software in production server	30% of the total software cost	Against successful verification and acceptance.
4.	Upon Final acceptance test	30% of the total software cost	Payable on Acceptance Testing of the application.

5.	On Implementation Completion	The Remaining 10% of the total software cost will be Paid in 5% each in EQI in 2 Quarter.	Payable on Successful Maintenance of Software for one year.
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6 Technical Requirement Specification

The technical requirement specification of MMIS is described below:

6.1 Technology Architecture

The architecture proposed for MMIS should be a SOA (Service Oriented Architecture) where all the modules and interfaces are mounted on the service bus.

Some of the Key considerations that the Implementation Agency (IA) should aim for while designing the deployment architecture are:

Scalability

- (i) All components of the MMIS information system must support scalability to provide continuous growth to meet the requirements and demand of Mandi board. A scalable system is one that can handle increasing numbers of requests without adversely affecting the response time and throughput of the system.
- (ii) The MMIS should support both vertical scalability (the growth within one operating environment) and horizontal scalability (leveraging multiple systems to work together on a common problem in parallel) by the use of Load balancers and High available servers.
- (iii) A scalable MMIS shall easily be expanded or upgraded on-demand. Scalability is important because new components are constantly being deployed, either to replace legacy components or to support new missions.

- (iv) Expected numbers of users of the web-based system per Mandi is 5 and in the Mandi board 10 power users and 5 lite users. Users are expected to grow @15% per annum

The system proposed for MMIS should have proven track record for a similar scalable environment. The IA need to provide documentary evidence to substantiate the same.

Availability

All the components of the MMIS information system must provide adequate redundancy to ensure high availability of the MMIS applications. Designing for availability assumes that systems will fail, and therefore the systems must be configured to mask and recover from component or server failures with minimum application outage. All the components of the MMIS should support SNMP protocol for the effective monitoring and management.

MMIS information system should be available for 99.9% of the planned up-time. The accepted “planned” downtime is 30 minutes per month. The IA needs to indicate the critical components in the system and indicate the plans for fail-over mechanisms.

Interoperability

The entire system with all subsystems should be interoperable conforming to guidelines and standards, in order to support seamless information flow and integration. Operating systems and storage technologies from several suppliers must interact well with each other. These systems should support the open architecture solutions such as XML, LDAP, SOAP, etc. where information/data can be ported to any system, whenever desired.

Performance

The system should provide fast and steady response times (Quality of Service). The speed and efficiency of the system should not be affected with growing volumes, especially during search operations, data warehousing, reporting, MIS, online processes and batch processes.

Security

The solution must provide an end-to-end security blanket to protect MMIS applications, services, data and the infrastructure from malicious attacks or theft from external (through internet) and internal (through intranet) hackers. Using Firewalls and Intrusion prevention

systems, such attacks and theft should be well-controlled through a well-planned security policy. Virus and worm attacks should be well defended at workstation-level using anti-virus. The proposed system should also endeavor to make use of the SSL/VPN technologies to conduct secured communication between Applications and its end-users. Furthermore, all the system logs should be properly stored & archived for future analysis whenever desired. Extensive audit trail must be maintained for all end-user and system-user interaction activities including viewing.

Platform Support

- All the applications system including database, Application Server and Messaging backbone should be available on all major operating systems like
Windows/Unix
- Applications can be remotely deployed across all application servers using the web based interface

Interoperability

The entire system with all subsystems should be interoperable conforming to guidelines and standards, in order to support seamless information flow and integration. Operating systems and storage technologies from several suppliers must interact well with each other. These systems should support the open architecture solutions such as XML, LDAP, SOAP, etc. where information/data can be ported to any system, whenever desired.

6.2 Policies, Guidelines, Standards and Security

Policy and guidelines are the guiding principles for the overall MMIS architecture. Any component envisaged should strictly adhere to the policies and guidelines laid out. The MMIS solution should follow the open standards and other technology standards that are given in this Tender.

6.3 Security Architecture

The highest level of security through encryption, firewall etc. is required to be provided for MMIS. A detailed security policy should be adopted in the system. The software should be developed employing coding standards for security. Security audit should be performed on the system to assure threat from hacking and intrusions. The guidelines with regard to the security of data should be adhered.

The following points should be adhered while developing the solution for MMIS Information System:

- a) A single login should be provided to a user for the complete application.
- b) Login filters should be built-in.
- c) Time-out should be built-in for inactivity, and the access should get locked, so that a reauthorization is required to continue.
- d) Multiple accesses using a single login account should not be possible.
- e) Last login for every user should always be displayed.

The password policy should include the following:

- a) Password for authentication should be sent to the server in an encrypted form.
- b) User should be able to change his/her password whenever required.
- c) A password policy for the users should be formulated and implemented.

There should be facility of Audit Trails with following features:

- a) All audit trails at the database levels should be enabled.
- b) Audit trails should be built at the application level
- c) A policy for audit generation, review and retention should be formulated and implemented.

The Backup and Recovery Policy should include:

- a) A rugged backup policy with detailed procedures should be formulated.
- b) Audit trail for the database and procedures for database recovery from the audit trail should be developed.

6.4 Application Security

Some of the application security aspects to be ensured are:

- a) The application should have a centralized security management foundation that would enable delivery of application and data to internal and external users in a secure manner.
- b) Users would be required to login using a username and password to access the application. Access to only those application resources would be provided that the user has authority to. Thus, authorization and authentication aspects must be ensured. Identity management solutions can be used for the same.
- c) Avoid sending usernames and passwords unencrypted over the network
- d) Adopt 2-factor authentication using digital certificates and login id and password for external users.

6.5 Information Security

Information security standards should be defined and implemented. The following guidelines are to be adhered to:

- a) **Inventory of Assets:** Maintaining an inventory of all software assets
- b) **Information classification:** Information in the system to be classified as Public and Confidential.
- c) **Access control:** Access to restricted part of the application will be provided only after approval from concerned head, Joint Directors, Director etc.

External Interfaces: The MMIS should easily interface with the external systems as well with the Legacy applications and external systems include Unique ID, and all related departments and any other systems of departments of Government of India (GoI) / Government of Himachal Pradesh.

The architecture that the Implementation Agency develops for the MMIS should be based on sound system principles and best practices with interfacing channels and allows easy sharing of information.

MMIS enables the systematic sharing of information between systems and stakeholders to improve service delivery.

7 Maintenance Requirements

The Implementation Agency will be responsible for the overall maintenance of the system and to provide the necessary support so as to make the MMIS self-sustainable in the long run. The IA shall provide ***Maintenance support for the MMIS for one year from the date of Go-Live of all the modules.*** However the IA shall continue to provide maintenance support during the implementation of the system and provide the maintenance support for any of the additional equipment procured under this contract.

8 Testing and Quality Assurance Requirements

The testing and quality assurance requirements are given in the following sections:

8.1 Operational Acceptance Tests

Functionality

Mandi Board will perform operational acceptance test to verify that the functional requirements specified for the system are actually met. All functions will be tested by entering inputs with correct and incorrect data/format. Some of tests that will be performed by Mandi Board are following:

(i) **User Acceptance Tests (UAT):**

HPSAMB will form different user groups which shall be headed by a competent officer appointed by Mandi Board for the UAT. These user groups would test the application for the functionality, reliability and all other related tests. Once the users are completely satisfied with the application, ***Implementation Agency should take a formal sign off from the competent officer appointed by Mandi Board for acceptance.*** Based on the sign off and user feedback, Mandi Board under the technical guidance of Project Management Unit (PMU) would issue UAT certification to the Implementation Agency.

8.2 Test Documentation

Test procedures, test data, and test results should be documented in a manner permitting objective pass/fail decisions to be reached. They should also be suitable for review and objective decision making subsequent to running the test, and they should be suitable for use in any subsequent regression testing.

Errors detected during testing should be logged, classified, reviewed, and resolved prior to release of the software. Software error data that is collected and analyzed during a development life cycle may be used to determine the suitability of the software product for release for installation. Test reports should comply with the requirements of the corresponding test plans.

The acceptance tests must demonstrate that the Implementation Agency has met each and every requirement specified within the contract and has delivered an effective operational system

8.3 Location of Acceptance Tests

All acceptance tests will be performed at the headquarters of HPSAMB at Shimla.

9 Training

9.1 General Requirements

The Implementation Agency should devise an approach and plan to provide training, and also devise an appropriate model for assessing the efficiency of the imparted training. The detailed training plan must be provided in the bid. Training should be conducted in a language that is easily understandable to the end users and the trainees.

The Implementation Agency is expected to clearly specify the following:

- Brief description of those courses along with their estimated duration
- Method of training delivery

- Training material / kits to be used should be proposed in the bid, and the same should be arranged by the Implementation Agency during training provision.
- Training delivery will be conducted at Head Office of Mandi Board. This will happen in logically made groups of attendees and will be finalized by the Implementation Agency in consultation with the department.
- Implementation Agency should ensure that the knowledge transfer to the Mandi Board staff happens effectively post training, during the project implementation and maintenance phase as well.

Implementation Agency should also give necessary training to a team constituted by Mandi Board on the central server management, database management and trouble shooting.

10 Bill of Materials (BOM)

The bidders should provide their assessment of the hardware requirements for the MMIS project .

11 Invitation to Bids

The invitation to bid is for **"Design, Development, Implementation and maintenance of Mandi Management Information System application software including training of staff of Mandi Board and APMC-Shimla and Solan and thereafter transfer of system to the Mandi Board."**

The Bidders are advised to study the Tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its technical and commercial implications.

This section provides general information about the Issuer (i.e. HPSAMB Board), important dates and addresses and the overall eligibility criteria for the Bidders.

11.1 Issuer

Himachal Pradesh state Agricultural Marketing Board (Hereinafter called as HPSAMB) invites proposals for Supply and Implementation of MMIS application Software as per the

scope of the bid. The scope of work and requirement of the HPSAMB Board for this project are specified in this Tender.

Address for Bid Submission & Correspondence

**Himachal Pradesh State Agriculture Marketing Board,
Vipnan Bhawan, Khalini, Shimla, Himachal Pradesh -171002**

Email: hpmarketingboard@yahoo.co.in, Website: www.hpsamb.nic.in

11.2 Key Information, Events and Dates

Non-refundable Tender document cost	Rs. 10,000/- through demand Draft from a nationalised bank drawn in favour of "The Managing Director, Himachal Pradesh State Agricultural Marketing Board" Payable at Shimla.
EMD	Rs. 2,00,000/- in the form of Demand Draft in favour of "The Managing Director, Himachal Pradesh State Agricultural Marketing Board" Payable at Shimla Drawn on a nationalised Bank
Notice Inviting Tender	24 th . Nov 2014
Sale of Tender Document (Tender) commences from	24 th . Nov 2014 from 10.00am
Last Date of Sale of Tender Document (Tender)	6 th Dec 2014 upto 05.00 pm
Last date and Time for Submission of Bids(Technical & Commercial Both) Online & Hard Copy as per tender.	8 th Dec 2014 upto 03.00 pm
Date and Time for Opening of Technical Bids Technical Bids	9 th Dec 2014 at 11.00am
Date of opening of commercial Bids	10 th Dec 2014 at 11.00 am

****Corrigendum/Extension of Date will be published in the Mandi Board Website www.hpsamb.nic.in.**

11.3 Amendment of Tender Document

The Board may, for any reason, can modify the Bidding document by amendment. All the amendments made in the document would be published in the Mandi Boad Website www.hpsamb.nic.in. All such amendments shall be binding on all the Bidders.

HPSAMB also reserves the rights to amend the key dates mentioned in the Tender.

11.4 Venue and Deadline for Submission of Bids

Complete Physical Proposals in response to this Tender would be received at the address specified below not later than dates specified in Section 11.2 of this Tender

Himachal Pradesh State Agriculture marketing Board,

Vipnan Bhawan, Khalini, Shimla, Himachal Pradesh -171002

Email: hpmarketingboard@yahoo.co.in

Website: www.hpsamb.nic.in

Any proposal received by HPSAMB after the deadline for submission of proposals mentioned herein will be summarily rejected and returned unopened to the Bidder. HPSAMB shall not be responsible for any postal delay or non-receipt/ non delivery of the documents. No further correspondence on the subject will be entertained in this regard.

11.5 Language of Tender Response

The Tender response prepared by the participants and all correspondence and documents relating to the Tender responses exchanged by the Participants and HPSAMB shall be written in the English.

11.6 Tender Response Format

The bidder should submit response to the Tender with the following information in the specified formats given in the annexure to this Tender:

- a) The covering letter on the Official Letter Head mentioning the submission of the Tender response

- b) Proposed solution with Methodology to be followed, Solution Architecture, Functional Architecture, Platform proposed and Implementation Plan
- c) Proposed Bills of Materials.
- d) Cost of the Assignment

The hard copy of the response shall be typed (in the case of external literatures, technology papers, whitepapers etc. photo-copies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the RFP response, where entries or amendments have been made, shall be initialed by the person or persons signing the RFP response.

The Bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the RFP response. If the RFP response is made by an individual firm/company, it shall be signed by a representative authorized for signing the RFP response. A letter mentioning the authorization should be attached along with the response.

11.7 Verification of Eligibility Criteria/Pre-Qualification Documents

Mandi Board reserves the right to verify/confirm/re-submission if not found satisfactory, all original documentary evidence submitted by the responder in support of mentioned clauses in Section 13.1 ,related to Section 13.3 and related to any other section in this Tender , failure to produce the same within the period as and when required and notified in writing by Mandi Board shall result in summary rejection of the response and/or termination of the contract .

12 General Eligibility & Conditions

In order to participate in the bidding process, the bidders should follow the procedure described below for submitting their bids. A failure to do so may result in the bid being eliminated at the examination stage as non-responsive.

12.1 Procedure for Submission of Bids

The bidder shall submit one sealed Outer Envelope containing three separate sealed envelopes super-scribing Envelope A, Envelope B and Envelope C for the prequalification,

technical bid and the commercial bid respectively in the following manner:

Outer Envelope:

The outer Envelope will contain three sealed Envelope marked as Envelope – A: E.M.D., Tender Document fees & Prequalification Documents, Envelope – B: Technical Bid and Envelope – C: Commercial Bid. The outer envelope should be sealed and the address of the bidder should be written on the cover.

Envelope – A: E.M.D, Tender Document fees & Prequalification Bid for Documents
The Envelop A should contain E.M.D. (Earnest Money Deposit), Tender Document Fees and Pre-Qualification Documents. The E.M.D. and Tender Document Fees prepared separately in the form of DD or other equivalent instruments should be in favour of The Managing Director, Himachal Pradesh State Agriculture Marketing (Mandi) Board, Shimla and issued by a nationalised bank.

Pre-Qualification Documents shall be submitted comprising of a letter describing the pre-qualifying technical competence and experience of the bidder and also certifying the period of validity of bids for 180 days from the last date of submission of the bid along with information requested by board, in accordance with Section Named “Prequalification Bid”. Each page of the prequalification bid should be signed and sealed. The hard copy of the prequalification bid along with EMD and Tender Document Fee shall be placed in Envelope A super-scribing

Envelope A: EMD, Tender Document Fees and Prequalification Bid

Pre-qualification Bid for _____ Tender No. _____ Last date of submission _____
If not Delivered Before _____ Please Return to: <Name & Address of the Bidder> _____

Envelope B: Technical Bid:

The Envelop B will contain Technical Bid document along with the supporting documents. The technical bid shall be prepared in the form and format as given in the document. However the bidders may use free flow description of each section. They should ensure

that adequate information is given in the technical response to evaluate the bid document.

The hard copy of the technical bid shall be a complete document, bound as a volume and placed in separate sealed envelope super-scribing:

Envelope B: Technical Bid

Technical Bid for HPSAMB Tender No _____ Last date of submission _____
If not Delivered Before _____ Please Return to: <Name & Address of the Bidder> _____

Envelope C: Commercial Bid:

The Envelope C will contain Commercial Bid document along with the supporting documents as per formats given in section 15.2 Commercial Bid Formats.

The hard copy of the commercial bid should be placed in a separate sealed envelope super-scribing: Envelope C: Commercial Bid

Commercial Bid for HPSAMB Tender no. _____ Last date of submission: _____
If not Delivered Before _____ Please Return to: <Name & Address of the Bidder> _____

The outer sealed cover containing 3 sealed covers mentioned above should be submitted to

HPSAMB at the address given in below:

The Managing Director

Himachal Pradesh State Agriculture marketing Board,

Vipnan Bhawan, Khalini, Shimla, Himachal Pradesh -171002

Email: hpmarketingboard@yahoo.co.in

Website: www.hpsamb.nic.in

In case of a discrepancy between Online Submission through e-procurement portal and submitted hardcopy, the hardcopy of the response will prevail.

If there is any discrepancy in the commercial bid, the response will be considered as non-responsive.

12.2 Bid Security

The bidder shall furnish, as part of his bid, a bid security in the form of DD of **Indian Rupees Two Lakhs**, drawn in favour of “The Managing Director, HPSAMB” in a Nationalized Bank payable at Shimla along with bids.

The bid security would be forfeited in the following scenario:

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder in the bid; or
- b) In the case of a successful bidder, if the bidder fails to,
 - (i) Sign the contract within the stipulated time and
 - (ii) Furnish performance security

The bid security has to be denominated in Indian Rupees, and has to be in the form of a DD issued by a Nationalized Bank. Any bid not secured with bid security amount in the form of bank draft will be rejected by HPSAMB. Unsuccessful bidder’s bid security will be returned as promptly as possible but not later than 90 days after the last date of physical submission of the bid prescribed by HPSAMB.

The successful bidder’s bid security will be returned upon furnishing the performance security by the bidder according to the requirements. No interest will be payable by MANDI BOARD on the amount of the bid security.

12.3 Cost of Bid Submission

The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid. HPSAMB will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

12.4 Site Visit

The Bidder may wish to visit and examine project sites, and revalidate all the information required for preparing a response to the bid. The cost of such visits to the Sites shall be at the Bidder's expense. The Bidder and any of its personnel or agents will be granted permission by HPSAMB to enter its facilities for the purpose of such visits, but only upon the condition that the Bidder, its personnel, and agents, will indemnify the HPSAMB from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such inspection, undertaken by the bidder. The Bidder shall at his/her own risk, peril, cost and liability undertake site visits to designated facilities in the state.

12.5 Content of the Tender Document

The bidder is expected to examine all instructions, terms, forms, and specifications in this document. Failure to furnish all information required by the Tender document or submission of a bid not substantially responsive to the Tender document in every respect will be at the bidder's risk and shall result in rejection of the bid and forfeiture of the bid security.

13 Evaluation of Bids

A Three-stage procedure will be adopted for evaluation of bids, with the Pre-Qualification, Technical Evaluation and thereafter Commercial Evaluation. Pursuant to the pre-qualification criterion, Bidders will be short-listed for Technical Bid. HPSAMB will assign points (quality of services score) to the technically qualified Bidders based on the technical evaluation criterion as mentioned in the Tender. The commercial bids for the technically qualified Bidders will then be opened.

13.1 Pre-Qualification

Below is the list of Pre-qualification criteria that would be followed to short list bidders. All documents should be submitted with company seal and signed by the Authorised Signatory.

Sr. No.	Criteria	Documents to be provided
1	The Bids can be submitted in Consortium with maximum of 1 Consortium member along with the Lead Bidder signed by the authorized signatories of the company with a Consortium Evidence Document Specifying the Project Mentioned in this Tender.	Power of Attorney, Consortium Evidence Document
2	Bank draft of Rs.10,000/- in favour of Managing Director, Himachal Pradesh State Agricultural Marketing (Mandi) Board is enclosed.	Bank Draft issued by a nationalised bank payable at Shimla.
3	The Bidder should be a company registered under the Indian Companies Act, 1956 and operational for the last ten years. The Bidder should have an office in India, which is operational.	Certificate of incorporation
4	The Bidder/Consortium should be an established IT Solution Provider and should have been in the business of Consulting /Software Development/IT Infrastructure Operation & Maintenance for a period of 5 years as on 31.10.2014.	Work Orders confirming year and area of activity. Memorandum and Articles of Associations.

Sr. No.	Criteria	Documents to be provided
5	The Bidder should have positive net worth and average annual turnover of more than Indian Rupees 20 Crores for (FY 2011-2012, FY 2012-2013 and FY 2013-2014).	<ul style="list-style-type: none"> ○ Chartered Accountant certificate for Net-worth. ○ Copy of the audited profit and loss account of the company showing turnover of the company for last three years.
6	The Bidder/Consortium partner should be an IT-solutions-provider incorporated in India and having successfully implemented or at the process of execution at least 3 IT /Consulting Projects for Govt/Quasi Govt/PSU of Which at least one should be of Any State Agriculture or State Agriculture Marketing Board.	<ol style="list-style-type: none"> 1. Copy of work order / client certificates mentioning the progress of the project. 2. Client reference details for the 3 projects
7	<p>The Bidder must have support office in India</p> <p>The Bidder must have presence in North India Region</p>	Document for address proof or an Undertaking of Opening the same within One Month of Contract.
8	The Bidder should not be under a Declaration of Ineligibility for corrupt or fraudulent practices or currently blacklisted with any of the Government agencies anywhere in India.	Declaration in this regard by the authorized signatory of the Prime Bidder

Any organization can submit only one Tender Response. In the event, an organization is found part of more than one Bid; all the Bid Responses involving the organization will be summarily rejected.

13.2 Evaluation of Bid

S.No	Criteria
1	Annual Turnover of the Bidder as evident from Copy of the audited profit and loss account of the company showing average turnover of the company for last three years.
2	The Bidder/Consortium Partner should be an IT-solutions-provider incorporated in India and having successfully implemented or at the process of execution Consulting /Application development project for Govt/Quasi Govt/PSU in India as evidenced by number of purchase orders relating
3	Project Management Plan <ol style="list-style-type: none"> 1. Detailed project plan 2. Functional Solution 3. Hardware Proposed
4	<ol style="list-style-type: none"> 1. Operation and Maintenance Plan 2. Training and Post Implementation, Exit Plan
5	Staffing Plan PI submit CVs of the implementing team (<u>whose experience and qualification would be evaluated</u>) <ol style="list-style-type: none"> 1. Project Manager 2. System Analyst 3. Team Leader 4. Software Support Executive 5. Hardware Network Engineer
6	The HPSAMB will be given the preference to bidder that already works done in Agriculture Marketing Board/APMC in other State. (Order copy attached)

All the Bidders satisfactorily and evidently fulfill Pre-Qualification Criteria and who secure a Technical Score of 70% or more will be declared as technically qualified. The commercial bids of only the technically qualified Bidders will be opened for further processing. It is, however, clarified that, subject to other provisions of the Tender, every Bidder will have to fulfill the minimum technical specifications laid down for being qualified technically.

In order to assist in the examination, evaluation and comparison of Bids, HPSAMB may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification has to be given in writing immediately, but no change in the price shall be sought, offered or

permitted. However, while giving a clarification, a Bidder may offer a higher specification or model without any impact on Financial Bid to be opened subsequently.

Following will be the technical evaluation scheme:

- (i) Each Technical Bid will be assessed for technical score on a scale of 1 (minimum) to 100 (maximum) points
- (ii) Only the bidders, who score a total Technical score of 70 (Seventy) or more and satisfying the minimum cut-off of the Fitment to the Requirement as given below, will qualify for the evaluation of their commercial bids.

The Technical scores would be normalized as per the following criteria:

$$T_n = (T_b / T_{max}) * 100$$

T_n = Normalized technical score of the bidder

T_b = Evaluated technical score of the bidder

T_{max} = Maximum Technical score amongst the qualified bidders

13.3 Evaluation of Commercial Bids

Commercial bids of those bidders who scores minimum 70 and satisfying the minimum cut-off criteria in Technical Evaluation will be opened. The Total Commercial Cost including taxes and duties and all other operational costs will be considered for Commercial Evaluation. The bid having the minimum Total Commercial Cost will be termed as the Lowest Financial Bid (F_{min}). The commercial Bids will only be evaluated if the minimum number of qualifiers in technical evaluation is more than one otherwise fresh tendering will be done.

The commercial scores will be calculated as

$$F_n = (F_{min} / F_b) * 100$$

Where

F_n = Normalized Total Commercial Score of the bidder

F_b = Total Commercial Cost quoted by the bidder

F_{min} = Minimum Commercial Cost quoted by any bidder

13.4 Final Evaluation of Bids

Final Evaluation: The overall score will be calculated as follows:

$$B_n = 0.80 * T_n + 0.20 * F_n$$

Where,

B_n = overall score of the bidder

T_n = Normalized Technical score for the bidder

F_n = Normalized financial score of the bidder

The Bidder who gets the highest B_n Score will be selected as the Implementation Agency. HPSAMB reserves the right to accept or reject any bid, and to annul the Tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for HPSAMB's action.

13.5 Notification Award

Before the expiry of the period of validity of the proposal, HPSAMB shall notify the Bidder with lowest commercial bid in writing by registered letter or by fax, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within seven days of receiving the notification.

13.6 Signing of Contract

The notification of the award shall constitute signing of the Agreements. The signing of agreement will amount to award of contract and Bidder will initiate the execution of the work as specified in the agreement, within 3-4 days of receipt of the Contract.

13.7 Discharge of Bid Security

Upon the successful signing of the agreement, HPSAMB shall request promptly the Bidder to provide performance guarantee. On receipt of the performance guarantee, the bid security of all Bidders will be released.

13.8 Expenses for the Contract

The incidental expenses of execution of agreement / contract has to be borne by the successful Bidder.

13.9 Failure to abide by the Agreement

The conditions stipulated in the agreement have to be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of HPSAMB with such penalties as specified in the Tender and the Agreement.

13.10 Bank Guarantee for Contract Performance

Within 7 days of the receipt of notification of award from HPSAMB, the successful Bidder shall furnish the performance security in accordance with the format specified in the Tender. Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In case of exigency, if HPSAMB gets the work done from the bidder with second lowest commercial bid, the difference in the cost will be borne by the successful Bidder.

14 General Instructions to Bidders

The General instructions to Bidders are detailed below:

14.1 Confidentiality of the Document

This Tender is confidential and the Bidder shall ensure that anything contained in this Tender shall not be disclosed or reproduced in any manner, whatsoever.

14.2 Concessions permissible under statutes

Bidder, while quoting against this Tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. HPSAMB will not take any

responsibility towards this. However, HPSAMB may provide necessary assistance, wherever possible, in this regard.

14.3 Income Tax Liability

The Bidder will have to bear all Income Tax liability both corporate and personal tax.

14.4 Representations & Warranties

In order to induce HPSAMB to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof,

- That the Bidder has the requisite experience in providing Software as specified in the Tender, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the Services sought by HPSAMB for the purposes of this Contract.
- That the Bidder is not involved in any major litigation or legal proceedings, pending, existing and potential or threatened that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.
- That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights licenses and permits.
- That the Bidder shall use such assets of HPSAMB as may be permitted for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however have no claim to any right, title, lien or other interest in any such property and any possession of property for any duration whatsoever shall not create any right in equity or otherwise merely by fact of such use or possession during or after the term hereof.
- That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or

made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

- That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this contract and regarding the same the Bidder does not, so far as the Bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Bidder is aware, none of the Intellectual Property Rights, owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of Bidder's business and operations for the performance of this contract are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep HPSAMB indemnified in relation thereto.
- That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.
- That in providing the Services or deliverables or materials, neither Bidder nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of or proprietary to any prior employer or any other person or entity.
- That the bidder does not have any arrears due to Government of Himachal Pradesh on account of Sales Tax, Professional Tax or other Statutory Levies.

14.5 Duration of the Contract

The Contract shall remain valid for a period of two years from the date of signing of contract or 1 year from the date of Final Acceptance Test, whichever is later.

14.6 Contract Performance Guarantee

Within 7 (seven) days after the receipt of notification of award of the Contract (Letter of Intent) from HPSAMB the successful Bidder shall furnish Contract Performance Guarantee to HPSAMB which has to be equal to 10% of the value of the Contract and has to be in the form of a Bank Guarantee from a Nationalized Bank valid for a period of 1 years.

14.7 Bidder's Obligations

The Bidder would be required to supply, install, integrate and maintain, the Software within the scope of this Tender. It will be the Bidder's responsibility to ensure compliance to the requirements of the equipment's and services in accordance with and in strict adherence to the terms of this Bid, the Tender and the Contract thereafter.

In addition to the aforementioned, the Bidder shall perform the Services specified by HPSAMB and make available the necessary / services as may be necessary and other 'Scope of work' requirements as specified in the Tender and changes thereof. The Bidder shall ensure that the Team deployed onsite is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of its Team, in accordance with the terms hereof and to the satisfaction of HPSAMB. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with HPSAMB directions and requirements and as stated in this Contract and the Bid to the extent accepted by HPSAMB and the Bidder shall be liable for any non-performance, non-compliance, breach, resulting directly by its Team.

The Bidder's representative shall have all the powers requisite for the performance of services under this contract. The Bidder's Representative shall liaise with HPSAM BOARD and other agencies as suggested by the Board for the proper coordination and timely completion of the works and on any other matters pertaining to the works.

The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.

The Bidder shall provide and deploy manpower on the Site for carrying out the work, who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner.

HPSAMB's Representative may at any time object to and require the Bidder to remove forthwith from the site a supervisor or any other authorized representative or employee of the Bidder or any person(s) deployed by Bidder or his subcontractor, if in the opinion of HPSAMB's Representative the person in question has been alleged for misconduct or his deployment is otherwise considered undesirable by HPSAMB's Representative the Bidder shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of HPSAMB's Representative.

In case of change in its team composition owing to attrition, the Bidder shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute with equivalent background from the pool of backup personnel.

14.8 Statutory Requirements

During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep HPSAMB indemnified in this regard.

14.9 Contract Administration

Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each representative shall have the authority to:

- Exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof and
- Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

The Bidder along with the members of subcontractor/ third party shall be bound by all undertakings and representations made by the authorized representative of the Bidder and any covenants stipulated hereunder with respect to this Contract for and on their behalf. For the purpose of execution or performance of the obligations under this Contract HPSAMB's Representative would act as an interface with the nominated representative of the Bidder. The Bidder shall comply with any instructions that are given by HPSAMB's Representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender. Committee comprising of representatives from HPSAMB and the Bidder shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. The Bidder shall draw the minutes of these meetings and circulate to HPSAMB.

14.10 Right of Monitoring and Inspection

HPSAM BOARD reserves the right to inspect and monitor / assess the performance of the Bidder at any time during the course of the Contract, after providing due notice to the Bidder.

HPSAMB's Obligations

HPSAMB's Representative shall interface with the Bidder to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. HPSAMB shall provide adequate cooperation in providing details assisting with coordinating and obtaining of approvals from various governmental agencies, in the cases, where intervention of HPSAMB is proper and necessary. HPSAMB shall ensure that timely approval is provided to the Bidder, where deemed necessary, required to be provided as part of the Scope of Work.

Information Security

The Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by HPSAMB premise or the offsite office premise of the BOARD, without prior written permission from respective authorities.

Confidentiality

The Bidder shall not use any Information including the name or the logo of HPSAMB or Agriculture Department, except for the purposes of providing the Service as specified under this contract. The Bidder may only disclose Information in the following circumstances:

- With the prior written consent of HPSAM BOARD.
- To the Authorized Persons within the Bidder's Team with prior intimation to the HPSAMB Board and after obtaining necessary approval from the Board.

The Bidder shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality agreement with the members of the subcontractor and other service provider's team members to the satisfaction of HPSAMB. The Bidder shall sign a Non-Disclosure Agreement (NDA) with HPSAM BOARD. The Bidder, its antecedents and the Resources / Manpower shall be bound by the NDA. The Bidder will be held responsible for any breach of the NDA by its antecedents, delegates or Representatives.

The Bidder shall notify HPSAM BOARD promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the above respective authorities.

The Bidder shall be liable to HPSAMB for any claims arising from breach of confidentiality. HPSAMB reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

The Bidder shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the contract for any purpose except strictly for discharging his obligation under the contract and no more.

Term and Extension of the Contract

The term of this Contract shall be for a period as indicated in the contract and contract shall come to an end on expiry of such period except when its term is extended by HPSAMB.

HPSAM BOARD shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.

Suspension of Work

The Bidder shall, if ordered in writing by HPSAMB's Representative or HPSAMB, temporarily suspend the works or any part thereof for such a period and such a time as ordered.

HPSAMB shall pay Bidder's charges for keeping resources idle at Bidder's then-current time and materials rates for such idle resources, and Bidder shall not be responsible for the consequences to HPSAMB or any other person of any such delay. An extension of time for completion corresponding to the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if request for the same is made and that the suspension was not consequent to any default or failure on the part of the Bidder.

Completion of Contract

Unless terminated earlier, the Contract shall terminate on the completion of term or contract period as specified in the Contract.

Entire Contract

The terms and conditions laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

Governing Law

This Contract shall be governed in accordance with the laws of India.

Jurisdiction of Courts

The courts of Shimla will have exclusive jurisdiction to determine any proceeding in relation to this Contract.

Compliance with Laws

The Bidder shall comply with the laws in force in India in the course of performing this Contract.

Notices

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received 7 days after mailing or on the date of delivery if personally delivered whichever is earlier.

The notices to HPSAMB should be sent at:

The Managing Director,

Himachal Pradesh State Agricultural Marketing Board

Vipnan Bhawan, Khalini, Shimla -171002

E-mail ID: hpmarketingboard@yahoo.co.in

Website: www.hpsamb.nic.in

The Bidder should mention in the Bid Response the address and contact details of the Bidder to which the notices to be sent.

Waiver

Any waiver of any provision of this Tender is ineffective unless it is in writing and signed by the Party waiving its rights.

14.11 Termination

HPSAMB may terminate this Contract in whole or in part by giving the Bidder prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- Where it comes to HPSAMB's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict with the interest of HPSAMB in relation to any of the terms of the Bidder's Bid or the Tender.
- Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such event that is adverse to the commercial viability of the Bidder. In the event of the happening of any event of the above nature, HPSAMB shall reserve the right to take any steps as is necessary to ensure the effective transition of the project to a successor Bidder /service provider, and to ensure business continuity.

- **Termination for Default:** Either Party may at any time terminate the Contract by giving 30 days written notice to the other party without compensation to the other party in the Event of Default on the part of the either party which may include failure on the part of the other party to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
- **Termination for Insolvency:** Either party may at any time terminate the Contract by giving written notice to the other party without compensation to the other party , if the other party becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to A party
- **Termination for Convenience:** HPSAMB may by prior written notice sent to the Bidder at least 3 months in advance, terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for HPSAMB's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

Consequences of Termination

In the event of termination of this contract due to any cause whatsoever except termination for HPSAMB convenience, the Bidder may be barred from participating in any future State Government Tender, effective from the date of termination of this contract.

. Nothing herein shall affect the continued obligation of the subcontractor / other members of its Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

In the event of termination of this Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise HPSAMB shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/breach and further allow and provide all such

assistance to HPSAMB and/or the successor Bidder /service provider, as may be required to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.

Where the termination of the Contract is prior to its stipulated period, on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased or for any other reason, HPSAMB through unilateral re-determination of the consideration payable to the Bidder shall pay the Bidder for that part of the Services which have been authorized by the HPSAMB and satisfactorily performed by the Bidder up to the date of termination.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

Any termination of the Contract by HPSAMB for other reasons other than a breach by the Bidder, HPSAMB shall pay all amounts (including expenses and payments for all work in progress) due and outstanding as on date of such termination by HPSAMB. If the contract is terminated for convenience by HPSAMB, then HPSAMB shall pay in addition to the outstanding payments, a termination fees for a period of six (6) months from the date of termination at then applicable rates as if the Bidder performed the contract had the contract not been terminated.

14.12 Dispute Resolution

HPSAMB and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the Contract.

If, after thirty days from the commencement of such direct informal negotiations, HPSAMB and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism of arbitration.

In the case of a dispute or difference arising between HPSAMB and the Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to two Arbitrators, one Arbitrator to be nominated by HPSAMB and the other to be nominated by the Bidder or in case of the said Arbitrators not agreeing then an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference. In case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators in the event of their not agreeing of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties.

The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.

The venue of arbitration shall be Shimla, India.

HPSAMB may terminate this contract by giving a written notice of termination of minimum 30 days to the Bidder, if the Bidder fails to comply with any decision reached consequent upon arbitration proceedings.

14.13 Limitation of the Bidder's Liability towards HPSAMB

Except in case of gross negligence or willful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to HPSAMB's property, the Bidder shall not be liable to HPSAMB.

For any direct loss or damage that exceeds) the total payments paid under this contract to the Bidder in the 12 month's period during which the liability arose. .

Neither party shall be liable to the other party for any special, indirect, incidental, consequential, exemplary, or punitive damages attributable to a breach or alleged breach of any of the agreements, even if such party has been advised of the possibility of such damages.

Either party's liability is unlimited for the bodily injury of other party's resources on the project related work or for the tangible damage to the property for acts of omissions voluntarily or inadvertently on part of the Other party.

14.14 Severance

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

14.15 Publicity

The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless HPSAMB first gives the Bidder its written consent.

14.16 Force Majeure

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. HPSAMB will make the payments due for Services rendered till the occurrence of Force Majeure. In case of a Force Majeure all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

14.17 Exit Management

An Exit Management plan shall be furnished by the selected Bidder in writing to HPSAMB or its nominated agencies within Sixty (60) days from the Effective Date of the contract and the period of exit shall be for 1 quarter.

The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

During the exit management period, the Bidder will allow HPSAMB or its representatives access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable HPSAMB to assess the existing services being delivered.

The Bidder will promptly on the commencement of the exit management period, supply to HPSAMB or its nominated agencies the following:

- Information relating to the current services rendered and performance data relating to the performance of the services; Project's Intellectual Property Rights; any other data and confidential information related to MMIS Application hosting; in a readily available format.

At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to HPSAMB, and/or any Replacement Successful Bidder in order to make an inventory of the Assets (including Software / Active / passive), layouts, diagrams, schematics, documentations, manuals, catalogs, archive data, IP addressing, passwords, Live data, policy documents or any other material related to MMIS Application hosting.

The Successful Bidder shall provide HPSAMB with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Support and Maintenance SLA and Scope of work definition.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Successful Bidder including details of the means to be used to ensure

continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

- b) Plans for the communication with such of the Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on MMIS hosting Project's operations as a result of undertaking the transfer;
- c) Plans for provision of contingent support to HPSAMB and Replacement Successful Bidder for a reasonable period after transfer.

The Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date. Each Exit Management Plan shall be presented by the Successful Bidder to the Board and approved by the Board or its nominated agencies.

The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule. In the event of termination or expiry of SLA, Project Implementation, Support and Maintenance SLA or Scope of Work each Party shall comply with the Exit Management Plan.

During the exit management period, the Successful Bidder shall use its best efforts to deliver the services. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

14.18 Clarifications

If deemed necessary, HPSAMB may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the Tender submitted or price quoted. HPSAMB may ask the bidder to give a presentation for the purpose of clarification of the Tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

14.19 Disqualification

The Bid is liable to be disqualified under the following cases:

- a) Bid not submitted in accordance with this document.
- b) Bid is received in incomplete form.
- c) Bid is received after due date and time.
- d) Bid is not accompanied by all requisite documents including the bank draft of Rs.2,00,000/-.
- e) Information submitted is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- f) Bidder or any person acting on its behalf indulges in corrupt and fraudulent practices.

14.20 Contacting HPSAMB

Bidders shall not contact HPSAMB on any matter relating to this Tender, from the time of the submission of Bid to the time the contract is awarded. During this period, all important notices will be displayed on the office notice board.

Any effort by an bidder to influence HPSAMB's evaluation, bid comparison or short listing decision may result in the rejection of the bid. Such an act on the part of the bidder shall amount to misconduct and will be liable for appropriate action, as decided by HPSAMB.

14.21 HPSAMB's Right to Terminate the Process

- (i) HPSAMB make no commitments, explicit or implicit, that this process will result in a business transaction with anyone.
- (ii) This Tender does not constitute an offer by HPSAMB. The bidder's participation in this process may result in HPSAMB selecting the bidder

to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by HPSAMB to execute a contract or to continue negotiations.

14.22 Right to Accept/Reject any or all bids

HPSAMB reserves all the rights to accept or reject any bid and to annul the Tender process and reject all bid responses at any time prior to award of the contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for HPSAMB's action.

15 Response to RFP - Formats

15.1 Technical Bid Format

Format 1 – Declaration of Acceptance of Terms and Conditions in RFP

To,

The Managing Director,

Himachal Pradesh State Agricultural Marketing Board

Vipnan Bhawan, Khalini, Shimla -171002

E-mail ID: hpmarketingboard@yahoo.co.in

Subject: Appointment of an Agency for Design, Development, Testing, Implementation, and Operation and Maintenance of MANDI BOARD MMIS application

Reference: Tender No: <TENDER REFERENCE NUMBER> dated <DD/MM/YYYY>

Sir,

We have carefully gone through the Terms and Conditions contained in the RFP document [No. ____ Dated _____] and hereby confirm the acceptance of all the Terms and Conditions of the RFP.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Seal:

Date:

Business Address:

Format -2 Technical Bid Letter

To,

**The Managing Director,
Himachal Pradesh State Agricultural Marketing Board
Vipnan Bhawan, Khalini, Shimla -171002
E-mail ID: hpmarketingboard@yahoo.co.in**

India

Subject:

Appointment of an Agency for Design, Development, Testing, Implementation, and Operation and Maintenance of MANDI BOARD MMIS

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

I/We, the Bidder, having read and examined in detail the RFP document do hereby submit the Technical Bid to provide the services as specified in the Tender document number <TENDER REFERENCE NUMBER> dated <DD/MM/YYYY> .

I/We declare that all the services shall be performed strictly in accordance with the RFP. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee in the form prescribed in the RFP.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name, Designation, Seal, Date, Business Address:

Format 3 – Technical Solution

The Bidder is required to describe the proposed Technical Solution in this section. The Bidder should provide complete Technical Specification of the Hardware, Network and Peripherals being proposed by the Bidder. The Bidder should mention the following clearly in the Technical Solution:

- o Benefit of the proposed Hardware
- o Compliance with Hardware as specified in the RFP
- o Strength of the Bidder with skill of resources
- o Resource Deployment Plan
- o System Integration Plan
- o Operation and Maintenance Support Plan
- o Approach and Methodology for delivery, installation and maintenance

The Bidder shall provide a project plan with timeline, resource allocation, methodology, operation and maintenance plan etc.

Format 4 – Specifications of the proposed Hardware, System software's with licensing requirements, Network and Peripherals

S. No.	Description	OEM	Make & Model	Compliance

Format 5 – Manpower Resources for Training, Support, Operation and Maintenance

S. No.	Description	Shift	Number Manpower	of Certification/Education Qualification

Format 6 – Proposed Resource Summary for development and maintenance phase

Proposed Position		Candidate	
		Prime	Alternate
Candidate Information	Name of candidate	Date of birth	
	Professional qualifications		
Present employment	Name of Employer		
	Address of Employer		
	Telephone	Contact (manager / personnel officer)	
	Fax	Telex	
	Job title of candidate	Years with present Employer	

Format 7: Statement of Deviation From Requirement Specifications

Date: dd/mm/yyyy

To,

**The Managing Director,
Himachal Pradesh State Agricultural Marketing Board
Shimla -171002**

E-mail ID: hpmarketingboard@yahoo.co.in

Reference: Tender Number Dated

Sir,

There are no technical deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements. The entire work shall be performed as per your specifications and documents. OR (Strike out whatever is not applicable) Following is the exhaustive list of technical deviations and variations from the requirement specifications of tendered items and schedule of requirements. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

Sr. No.	Volume No of RFP	Section No	Page No.	Statement of deviations and variations
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- 1.
- 2.
- 3.

Authorized Signatory

Name :

Designation:

FORMAT 8 – Undertaking on Conflict of Interest

(Company letterhead)

[Date]

To

The Managing Director,

Himachal Pradesh State Agricultural Marketing Board

Shimla -171002

E-mail ID: hpmarketingboard@yahoo.co.in

Sir,

Sub: Undertaking on Conflict of Interest

I/We as Implementation Agency (IA) do hereby undertake that there is, absence of, actual or potential conflict of interest on the part of the IA or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with HPSAMB.

I/We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the IA to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold HPSAMB harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) by HPSAMB and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Seal:

FORMAT 1 – Commercial Bid Letter

To

The Managing Director,

Himachal Pradesh State Agricultural Marketing Board

Shimla -171002

E-mail ID: hpmarketingboard@yahoo.co.in

India

Sir/ Madam,

Subject: Appointment of an Agency for Design, Development, Testing, Implementation, and Operation and Maintenance of Mandi board MMIS

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of Appointment of an Agency for Design, Development, Testing, Implementation, and Operation and Maintenance of MANDI BOARD MMIS

Do hereby propose to provide services as specified in the Tender documents number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the last date of submission of bids as given in this RFP.
- We hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. BID SECURITY

We have enclosed Bid Security in the form of a Demand Draft/ BG for Rs 2.00 Lacs. This Bid Security is liable to be forfeited in accordance with the provisions of this RFP.

4. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

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

5. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

6. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

7. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Schedule of Requirements and Tender documents.

CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in this volume.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

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

We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Place:

Business Address:

General Instructions

1. Bidder should provide all prices as per the prescribed format under this section. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
2. All the prices (even for taxes) are to be entered in Indian Rupees ONLY (%age values are not allowed)
3. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
4. MANDI BOARD, reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
5. MANDI BOARD shall take into account all Taxes, Duties & Levies for the purpose of Evaluation
6. The Bidder needs to account for all Out of Pocket expenses including Boarding, Lodging and other related items.
7. The Unit Rate as mentioned in the following formats shall be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, MANDI BOARD, retains the right to negotiate this rate for future requirements.

FORMAT 2 – Total Commercial Quote

S No	Particular	Total Cost Inclusive of Tax in INR
1	Development, Deployment, Roll out and go-Live Cost of MMIS Application	
2	Operation and Maintenance cost of MMIS for one year	
3	Per Unit License Cost of Trader Management System Component.	
4.	Any other cost may be quoted for license software	
	Total Cost in Figure in INR:	
	Total Cost in Word in INR:	

To

Dear Sir/ Madam,

PERFORMANCE BANK GUARANTEE – Appointment of an Agency for Design, Development, Testing, Implementation, and Operation and Maintenance of MANDI BOARD MMIS

WHEREAS

M/s. (name of Successful Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Implementation Agency), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (herein after, referred to as “Contract”) with you (HPSAMB) for Project “To Supply, Installation and Integration of hosting Web based online MMIS Application of the HPSAMB, Govt. of Himachal Pradesh ” in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Successful Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of Rs/-.....(10% of Total Contract Value), and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR (10% of total Contract value) (in words and figures) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

The performance bank guarantee shall be valid till completion of the warranty/support period, i.e., Twelve (12) months after complete installation and commissioning of the equipments supplied by the Bidder with end – end system integration and subsequent UAT and FAT completion.

We bind ourselves to pay the above said amount at any point of time commencing from the date of Final Acceptance Test until the completion of Three years from the date of completion of implementation of base layer modules across the state.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- (i) Requiring to pursue legal remedies against HPSAMB, and
- (ii) For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR ...(10% of total Contract value) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed Indian Rupees____...(10% of total Contract value) This Performance Bank Guarantee shall be valid only up to the completion of One years(12 Months) from the date of FAT completion; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before the completion of Three years from the date of implementation of base layer modules across the state.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this dayof year

Yours faithfully,
For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.