

## TENDER NOTICE

FOR

ANNUAL MAINTENANCE CONTRACT (AMC) OF THE PORTAL  
[www.minetassam.in](http://www.minetassam.in) FOR PRADHAN MANTRI KRISHI  
SINCHAYEE YOJANA- PER DROP MORE CROP (PMKSY-  
PDMC) SCHEME IMPLEMENTED BY DIRECTORATE OF  
HORTICULTURE AND FOOD PROCESSING, ASSAM

TENDER NO: HORT. FP./132/ PMKSY(MI)/ TENDER/2022-23/05



DIRECTORATE OF HORTICULTURE & FOOD PROCESSING  
ASSAM, KHANAPARA, GUWAHATI-781022  
E-mail: directorhortiassam@gmail.com

**TENDER NOTICE**

The Director of Horticulture & F.P., Assam invites “tenders” for Annual Maintenance Contract (AMC) of the Portal [www.minetassam.in](http://www.minetassam.in) for Pradhan Mantri Krishi Sinchayee Yojana-Per Drop More Crop (PMKSY-PDMC) scheme implemented by Directorate of Horticulture & Food Processing, Assam. Interested Bidders having past experience in this particular field of website development and maintenance may apply as per the terms and conditions specified in the tender document.

Tender Papers & Specifications may be downloaded from DHFP’s website [dirhorti.assam.gov.in](http://dirhorti.assam.gov.in) (For view & download). Offer / Bid is required to be submitted **on or before 30/01/2023 up to 5.00 PM** along with documents (as mentioned in the Bid Document) to be submitted physically in sealed Main cover containing separate covers for the Technical and Financial Bid by Registered Post A.D. or Speed Post OR HAND DELIVERY addressed to the Director, Directorate of Horticulture & Food Processing, Assam, Khanapara, Guwahati-781022 with a covering letter signed by authorized person of company with seal on or before **30/01/2023 up to 5.00 PM**.



Director of Horticulture & Food Processing  
Assam, Khanapara, Guwahati-22

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## TENDER NOTICE

### **BACKGROUND:**

Directorate of Horticulture & Food Processing (DHFP), Department of Agriculture, Govt. of Assam is the implementing agency of Pradhan Mantri Krishi Sinchayee Yojana- Per Drop More Crop (PMKSY-PDMC) scheme in the state. There is a work flow base State Micro Irrigation portal through which the PMKSY-PDMC (Micro Irrigation) component is being implemented.

DHFP wishes to engage a reputed vendor for the annual maintenance of the portal for PMKSY-PDMC scheme. The existing portal is [www.minetassam.in](http://www.minetassam.in) and is hosted on a third party cloud server.

The broad Scope of work for the existing portal of DHFP is given under Scope of Work of this tender document.

### **INVITATION OF TENDERS:**

The Director of Horticulture & F.P., Assam invites tenders for **Annual Maintenance Contract (AMC) of the portal [www.minetassam.in](http://www.minetassam.in) for Pradhan Mantri Krishi Sinchayee Yojana – Per Drop More Crop Scheme implemented by Directorate of Horticulture and F.P, Assam**. Interested Bidders having past experience in this particular field of website development and maintenance may apply as per the terms and condition specified in the tender document. The bidder will have to submit self attested/notarized copy of documents as specified in this tender document.

Tender Papers & Specifications may be downloaded from the DHFP's website [dirhorti.assam.gov.in](http://dirhorti.assam.gov.in) (For view & download only). Offer / Bid is required to be submitted along with documents (as mentioned in this Bid document) physically in sealed Main cover containing separate covers for "Technical Bid" & "Financial Bid" separately by Registered Post A.D. or Speed Post OR HAND DELIVERY addressed to the Director, Directorate of Horticulture & Food Processing, Assam, Khanapara, Guwahati-781022, with a covering letter signed by authorized person of company with seal.

Sr. No.	Description
1	Tender Notice No. :Hort. FP./132/ PMKSY(MI)/2022-23/3
2	<b>Invitation of tender for "Annual Maintenance Contract (AMC) of the portal <a href="http://www.minetassam.in">www.minetassam.in</a> for Pradhan Mantri Krishi Sinchayee Yojana – Per Drop More Crop Scheme implemented by Directorate of Horticulture and F.P, Assam".</b>
3	Tender Fee in Rs. (non refundable). Rs 1000/-
4	Date of Tender Publishing 13/01/2023
5	Date of Opening of Tender for download from website <a href="https://dirhorti.assam.gov.in/">https://dirhorti.assam.gov.in/</a> 13/01/2023 at 10.00 AM
6	Date, Time and Venue for Pre Bid meeting 17/01/2023 at 11:30 AM , at Conference Hall
7	Last date for submission of bid 30/01/2023 up to 5.00 PM
8	Physical submission of "Tender Documents" (by Registered post A.D. or Speed Post OR Hand Delivery only 30/01/2023 up to 5.00 PM
9	Date of Opening of Technical Bid 01/02/2023 at 11.30 AM
10	Date of Opening of Price Bid To be notified later

## 1. INTRODUCTION

Directorate of Horticulture & Food Processing (DHFP), Department of Agriculture, Govt. of Assam is the implementing agency of Micro Irrigation component of Per Drop More Crop under Pradhan Mantri Krishi Sinchayee Yojana (PMKSY) in the state. A web portal ([www.minetassam.in](http://www.minetassam.in)) and an Android App (Minet Assam GPS) is present for online functioning of the scheme. The portal handles data of the farmers, vendor operations, and operations from district level, Headquarter level and Govt. of India. Here are some details about the portal:-

Language and Framework used	C# with .NET Core
Database	SQL Server 2012
Hosted on	Windows Server 2012 R2 Standard 16GB RAM, 1TB HD

### **USER OPERATIONS OF THE PORTAL -**

#### **Farmer's Operations**

- Submit on-line application with personal, land, crop details, bank details, aadhar no. etc and select desired MI type, desired vendor.
- Check current status of application.
- Submit complaints.
- Check complaints status of the complaints.

#### **Vendor's Operations**

- Upload mandatory documents like land records, bank passbook, soil test report, Aadhar card etc with farmer application.
- Estimation interface – selecting desired template based on plant spacing, area and MI type. Preparing BOQ. Computing total project cost and eligible subsidy and submitting for ASCO approval.
- Installation Intimation after installation in farmer's field. Revising BOQ based on actual quantities installed.
- Check current status of sanction by DHO.
- Vendor Estimation Interface for External cases – similar to estimation interface above, but for extension cases.

## **DHO (District Horticulture Officer) Operations**

- Farmer Documents Verification
- Review estimate submitted by vendor for a case.
- Provide on-line sanction and print sanction letter for vendor to initiate field installation alternatively raise objection.
- Objection removal and sanction as above.
- Approve release of assistance.
- Redressal of farmer complaints.
- District dashboard for progress review.

## **Field Verification Operations**

- Verification of actual quantities of material installed by vendor.
- GPS co-ordinates of field.
- Check list of key points.

## **Head office accounts user**

- Review and release the payment to beneficiary account.

## **Reports**

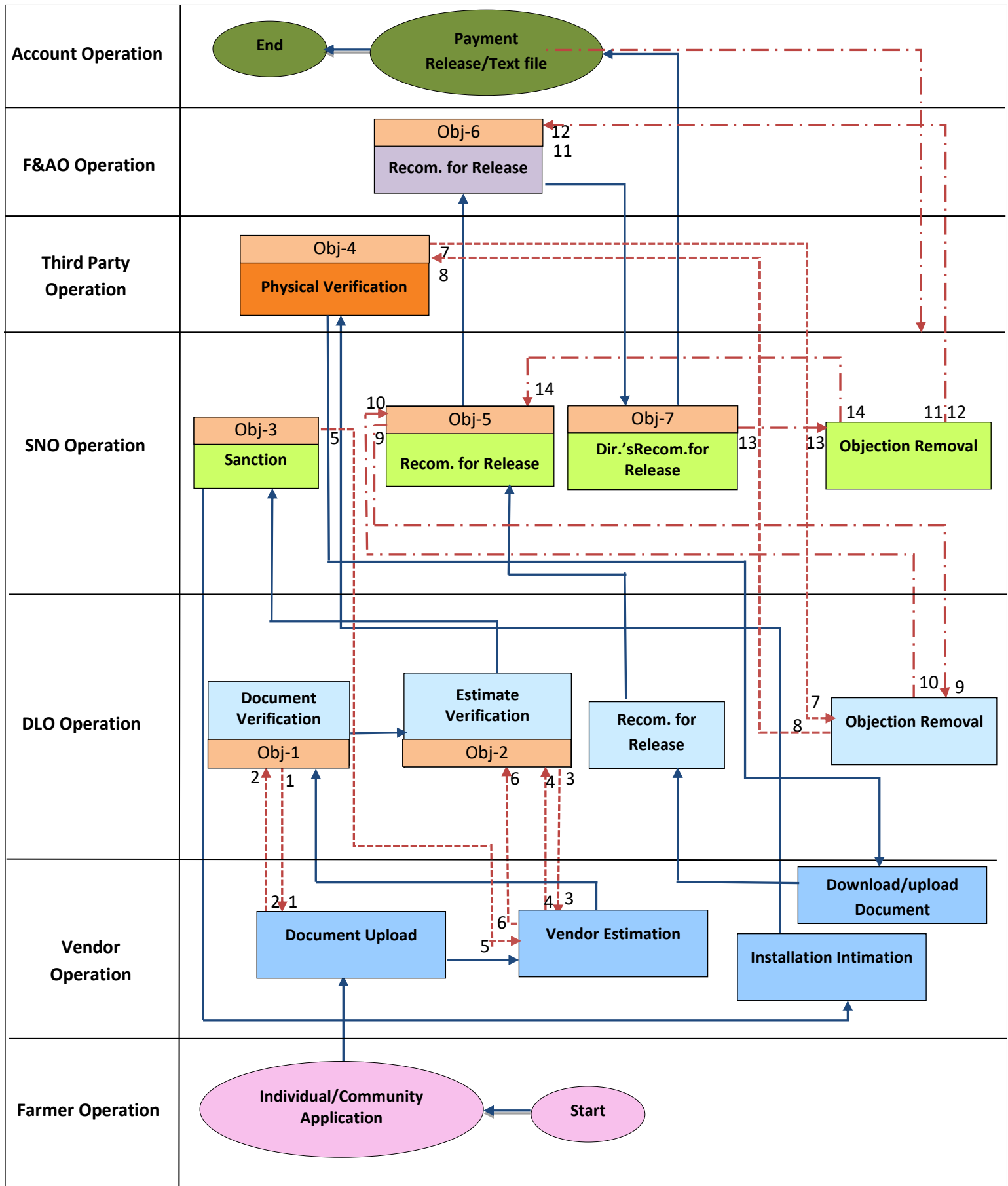
- Reports from all angles - District wise, MI type wise, farmer category wise, Caste wise, Pendency stage wise, Detailed summary formats shall be required for District offices and Head office users.

## **Admin Operations**

- Maintain all master list like Districts, Tehsil, Blocks, Gram Panchayat, Villages, Banks, Branches, MI Types/Sub types, Crop category, Plant spacing, Crops etc.
- User and roles management.
- Vendor Registration.
- Component Registration.
- Components Templates for BOQ.
- Subsidy Rates.
- Assign target to district.
- Head office dashboard
- Scheme wise summary dashboard.
- Subsidy percentages applicable to various category of farmers.

### **Third party Integrations**

- SMS Gateway Integration, Email Integration
- Aadhar No. verification – Integration with UID validation services.
- Integration with LG directory of Govt. Of India.
- Payment Gateway Integration for direct benefit transfer to beneficiary account.
- Integration with pmksy.gov.in .
- Integration with CM Dashboard
- GPS Module for third party inspection (Android based GPS for current module).





## 2. SCOPE OF WORK

**Annual Maintenance Contract of [www.minetassam.in](http://www.minetassam.in) portal** (which is developed using ASP .NET core using C#) will cover all minor modifications and keep the portal running as it is. It will also include the AMC for the mobile app (Minet Assam GPS).

Some of the indicative functions/services required during the AMC

- Debugging in case of any issue of the portal and mobile app.
- The Vendor also has to provide all technical support to PMKSY-PDMC related to Software including hosting and domain registration, in case requirement arises.

Additional scope of functions/Services during AMC period as and when required:

- Create new links/pages.
- Create new functionalities in user interfaces if needed.
- GPS Module for third party inspection(Android based GPS for current module).
- Mobile App Upgradation (Details of app is mentioned below).
- SMS Pack per 1 lac priority SMS (Charges should be borne by the vendor).
- Integration with UID for Aadhar No. validation (Charges for Aadhar gateway will be borne by the department).
- Integration with LG directory.
- Integration with CM Dashboard.
- Integration with pmksy.gov.in
- Cloud server space – (preferred 8V core with 32GB RAM and 1TB storage) (Charges should be borne by the vendor).
- Domain registration (Charges should be borne by the vendor).
- Integration of E-Mail services (Charges for the E-Mail service will be borne by the Department).
- Integration payment gateway (Charges for the Payment Gateway will be borne by the Department).
- Additional change request in programming (as per requirement).
- Security audit certificate issued by Cert-in empanelled auditor.

### **Details about the android app (MiNet Assam GPS)**

The app is used to take GPS and Image data from the field for verification. It is developed in android studio using Java, uses an inbuilt database SQLiteHelper and data is synced via webservice. Detailed functionality of the app is provided in the help tab in the app. One can find the app in play store using this link –

***<https://play.google.com/store/apps/details?id=minet.com.minetapplication>***

### 3. GENERAL TERMS AND CONDITIONS

- Date till which the bid is valid: 60 days from the opening of Financial Bid. A bid valid for a shorter period may be rejected by the DHFP as non-responsive.
- Manpower: The Vendor shall engage project manager/developer/programmer having sufficient knowledge of developing similar websites, as per requirement for annual maintenance of [www.minetassam.in](http://www.minetassam.in) including need base modifications/customizations of software. The bidder shall make all necessary standby arrangement for technical manpower such as persons on leave, additional work in emergency etc., at no extra cost ensuring uninterrupted functioning of the portal.
- The bidder shall have to work in close coordination with the IT programmer of the DHFP working for the [www.minetassam.in](http://www.minetassam.in) portal and guide him whenever necessary.
- The Vendor shall be bound to indemnify the Directorate of Horticulture & F.P. against all the claims whatsoever in respect of his personnel under the Employees Compensation Act, 1923 or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Vendor or not.
- All persons employed by the Vendor shall be engaged by him as his own employees in all respects and all rights and liabilities / obligations under the Indian Factories Act, or the Employees Compensation Act and Employees Provident Fund & Misc. Provisions Act, or any other similar applicable enactments in respect of all such personnel shall exclusively be that of the Vendor.
- DHFP will not enter into any negotiations even with the Lowest Tenderer.
- The Vendor shall bear all costs associated with the preparation of its bid including cost of preparation for the purposes of clarification of the bid, if so desired by the DHFP. The DHFP in no case will be responsible or liable for these costs regardless of the conduct or outcome of the Tendering Process.
- In exceptional circumstances, DHFP may solicit the Vendor's consent to an extension of the period of validity.
- It will be imperative on each Vendor to fully acquaint himself with the local conditions and factors which would have any effect of the performance of the contract and/or the costs.
- When deemed necessary, the DHFP may seek clarification on any aspect from the Vendor. However, that would not entitle the Vendor to change or cause any change in the price quoted. The DHFP may, if so desired, ask the Vendor to give 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 Vendor.

- The DHFP may waive any minor infirmity or non-conformity in the bid which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Tenderer. The decision of the DHFP in this regard will be final.
- DHFP will award the contract to the Vendor whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid i.e L-1 ( *on the basis of Grand Total Cost of Financial Bid*), provided further that the bid is determined to be qualified to perform the contract satisfactorily. The DHFP shall however not bind itself to accept the lowest or any bid, wholly or in part.
- At any time, before the deadline for submission of bids, DHFP may, *for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, or in response to some points brought to DHFP's attention by a prospective bidder*, modify the Tender Document by amending, modifying and / or supplementing the same.

All changes shall be posted on DHFP website <https://dirhorti.assam.gov.in/> and prospective Bidders are required to go through the same before submission of bid. All such amendments shall be binding on bidders without any further act or deed on DHFP's part. In the event of any amendment, DHFP reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

- The DHFP reserves the right to accept or reject any bid, and to annul the Tender process and to reject all bids at any time, without thereby incurring any liability of the affected Tenderer or Tenderers of the grounds for the Purchaser's action. The decision of the DHFP in this regard would be final and binding.
- The AMC will start from the date of award of contract for a period of three years with a maximum of 10% increment for every succeeding year. DHFP will be at discretion to extend the *Annual Maintenance Contract* further for a period of two more years. However if found unsatisfactory the AMC may be terminated at any point of time by the DHFP stating the reason thereof.
- DHFP will coordinate the vendor in integrations with third party applications.
- In the event of due date being a closed holiday or a declared holiday for Central Government offices, the due date of submission of bids would be following working day at the appointed time and venue.
- The Vendor should clarify that the individual signing the Tender or other documents in connection with the Bid (necessary documents should be enclosed with Technical Bid) must certify whether he/she signs as:
  - i) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor,

Or

- ii) A Partner of the firm if it be a partnership in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership deed or a power of attorney. Alternatively, the Tender should be signed by all the partners,

Or

- iii) Constituted Attorney of the firm if it is a company.

#### 4. QUALIFICATION / ELIGIBILITY CONDITIONS

- The Vendor must have minimum turnover of Rs. 50 lakh's each for last three financial years(Proof of the turnover of the company during last 3 financial years certified by the Chartered Accountants to be enclosed with Technical Bid).**(Given in Annexure III)**
- The Vendor must have successfully completed at least 3 works of Development/Maintenance of websites of in Central/State govt. organisation/PSUs/MNCs for a minimum value of Rs 5 Lakhs each, in last 3 financial years (Certificate of satisfactory completion from minimum 3 clients to be enclosed with Technical Bid). **(Given in Annexure IV)**
- The bidder must be a single entity. Consortium or any kind of association of firms will not be allowed to participate in the tender process.
- The bidder should have minimum 7 (seven) numbers of permanent employees on the rolls of the bidder, including at least 4 (four) employees having degree such as BE/B.Tech/MCA Graduate in Information Technology or Computer Science related field (Please furnish the bio-data covering details of qualification and work experience. The list of such permanent employed Technical professionals must be certified by the HR Department of the company).**(Given in annexure V)**
- The bidder must have at least 3 years experience in of website development and maintenance and associated work.

#### 5. DISQUALIFICATION CONDITIONS

- Tenderers who have been blacklisted or otherwise debarred by DHFP or any Department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years, whichever is earlier.
- Any Tenderer whose contract with the DHFP, or any Department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.
- Tenderers, whose Earnest Money Deposit and/or Security Deposit has been forfeited by DHFP or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- If the Proprietor/any of the Partners of the Tenderer Firm/ any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
- While considering ineligibility arising out of any of the above clauses, incurring of any

such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another Firm, or as Director of a Company etc.) will render the Tender disqualified.

- The onus of ensuring the eligibility condition would be on the Tenderer and any party found subsequently ineligible on any account its Tender would be summarily rejected and the EMD and Security Deposit in such case shall be forfeited, without any prejudice to any right or remedies the DHFP may have under the Contract and Law.

## 6. TENDER DOCUMENTS

- Tender documents may be downloaded from <https://dirhorti.assam.gov.in/>. Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed Tender document offline in hard copy to the DHFP.
- Bidders are advised to go through instructions regarding *Instructions for Bid Submission*.

### **Disclaimer**

*This Request for Bid is not an offer by the DHFP, but an invitation to receive response from eligible interested bidders for upgradation/development and AMC of the portal for PMKSY-PDMC scheme. No contractual obligation whatsoever shall arise from the RFB process unless and until a formal contract is signed and executed by the DHFP with the bidders. This document should be read in its entirety.*

## 7. SUBMISSION OF BIDS

- Bids should be submitted as per the terms & conditions of this Bid document.
- Technical bids would be open on 01<sup>st</sup> Feb 2023 at 11.30 AM in the presence of the Vendors or their duly authorized representatives who choose to attend the same. They can also check the technical bid opening status online in the DHFP website at their own end. Price Bid would be opened for only those bidders who are Technically Qualified and would be intimated accordingly.
- Bidders are required to submit their bid with EMD/Bid Security and a non-refundable Tender fee amount of Rs.1000/- (Rupees one thousand only) towards bid processing fee through Treasury Challan or in the form of Bank Draft. Treasury Challan should be deposited in the Head of Account '0401-800 other Deposit' in any Treasury of the State. Bank Draft should be pledged in favour of Director of Horticulture and Food Processing, Assam payable at Guwahati. The Bid Security, in Indian Rupees, shall be in the form of **Fixed deposit /Term Deposit / Bank Guarantee** pledged in favor of 'Director of Horticulture & F.P, Assam, Khanapara, Guwahati-781022' payable at Guwahati. Bidder shall submit the original copy of bid processing fee and EMD/Bid Security along with bid documents requested.
- DHFP reserves the right to accept/reject any or all bids and/or cancel the Tender proceedings without assigning any reason, whatsoever.
- In the event of due date of submission of bids being a closed holiday or a declared holiday

for Central Government offices, the same would be would be following working day at the appointed time and venue.

- Incomplete or unsigned bids shall be rejected.

#### **8. EARNEST MONEY DEPOSIT/ BID SECURITY and PERFORMANCE GUARANTEE**

- **Bid Security/Earnest Money Deposit (EMD):** Bids should be accompanied with an Earnest Money(refundable) for an amount of **Rs.25,000/ (Rupees twenty five thousand only)**.

The Bid Security, in Indian Rupees, shall be in the form of **Bank Guarantee/Fixed deposit/Term Deposit** pledged in favor of 'Director of Horticulture & F.P, Assam, Khanapara, Guwahati-781022' payable at Guwahati. Bids without Earnest Money/Bid Security would be rejected and no further correspondence shall be entertained in this regard. Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible.

The EMD shall be forfeited:

- 1) If a Bidder withdraws his bid or changes his quoted prices during the period of bid validity or its extended period, if any, including any condition in the Financial bid; **or**
  - 2) In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Guarantee within specified time in accordance with the format given in the RFB.
- **Performance Guarantee (PG):** Within 10 days of the receipt of notification of award from the DHFP, the successful Tenderer shall furnish a *Performance Guarantee* (PG) equivalent to 10% of the contract value (subject to adjustment of EMD/Bid Security), in the form of **Bank Guarantee** from any public Sector Banks valid for a period up to three months after completion of contract, in accordance with the conditions of the contract. Failure of the successful Tenderer to comply with this requirement shall constitute sufficient ground for the forfeiture of EMD, in such event, the DHFP may call for new bids. The PG should be extended beyond above period, if required by DHFP, otherwise DHFP has an option to encash the Bank Guarantee (BG) submitted as Performance Guarantee. In case of failure of Vendor for not fulfilling the requirement/job as per terms and conditions DHFP has right to encash the BG submitted towards Performance Guarantee. No interest will be payable to the Bidder on the amount of the PG. **(Format Attached at Annexure-VII)**

## 9. PAYMENT TERMS

The broad features of the payment against services availed will be as follows:

- Payment only against delivery of the deliverables as per the **Scope of Work** mentioned in this bid document.  
***Payments will be made quarterly for the entire period of AMC.***  
***Payment of any additional task/deliverables as entrusted by the DHFP from the Additional scope of work will be dealt similarly.***

Note: Service Tax will be payable extra at applicable rates.

- Liquidated Damages (LD) in case of non-achievement of project / contract in stipulated period or not providing satisfactory services may be imposed by DHFP subject to a maximum of 10 % of contract value.
- The rate of penalty imposed on delay would be @ 1% of contract value for every 15 days or part thereof.

## 10. TERMINATION OF CONTRACT

### A) BY DHFP

- In the event of the Vendor having been adjudged as insolvent or going into liquidation or winding up their business or making arrangement with their creditors, the DHFP shall be at liberty to terminate the contract forth with and to realize from the Vendor all resultant losses, damages, costs incurred without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the Vendor.
- The DHFP shall also have, without prejudice to other rights and remedies, the right in the event of breach by the Bidder of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the Vendor and to forfeit the Performance Guarantee or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by DHFP consequent to such termination and/or in completing the assignment.

DHFP may also effect recovery from any other sums then due to the Vendor or which at any time there after may become due under this or any other contract with DHFP. In case the sum is not sufficient to cover the full amounts recoverable, the Vendor shall pay DHFP on demand the entire remaining balance due.

- DHFP may at anytime without assigning any reason terminate the contract without any liability by giving 60 day's notice to the bidder.



## **B) BY VENDOR**

The Vendor may terminate this Contract, by giving not less than sixty (60) days' written notice to the DHFP, if the DHFP fails to pay any undisputed amount due to the Bidder under the Contract, provided that if the DHFP pays such amount within the notice period such termination notice shall become infructuous.

## **C) PAYMENT UPON TERMINATION**

The DHFP shall pay remuneration for Services satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of contract by the bidder.

## **11. FORCE MAJEURE**

Notwithstanding the above provisions, the Vendor shall not be liable for forfeiture of Performance Security, liquidated damages or termination for default, if and to the extent that delay in performance or other failure to perform obligations is a result of an event of Force Majeure.

For the purpose of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor and not involving the Vendor's fault or negligence and not foreseeable.

If Force Majeure situations arise, the Vendor shall promptly notify the DHPF in writing of such conditions and cause thereof.

## **12. CORRUPT PRACTICES**

- An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Vendor /Contractor, or any one of their Partners/Directors/Agents or Officials, or any person on his or her behalf to any Officer, Officials, Representative or Agent of the DHFP, or any person on his or their behalf, for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the DHFP and the Contractor shall be liable to reimburse the DHFP of any loss or damage resulting from such cancellation.
- Tenderers shall not indulge in any anti-competitive practice/agreements implied or expressed while participating in the Tender.
- In case of any clear indication of cartelization or express or implied anti-competitive agreements between the Tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of the DHPF, the Tendering Authority may reject the relevant Tenders, forfeit their EMD/Security Deposit, recover the losses as assessed by the Authority arising out of such anti-competitive practices of the Tenderer(s) and also recommend the case to the Ministry of Finance/Registrar of Companies/NSIC/Competition Commission of India or



any other Department having appropriate jurisdiction or authority, for initiating necessary action including, but non restricted to, cancellation of license.

- If the information given by the Tenderer in the Tender Document is found to be false/ incorrect at any stage, DHFP shall have the right to remedies that the DHFP may have under the Contract and Law.

### 13. LAWS GOVERNING THE CONTRACT AND DISPUTE RESOLUTION

1. The purchaser and the suppliers shall make every effort to amicably resolve any disagreement of dispute arising between them under or in connection with the contract.
2. If, after 10 (Ten) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intension to commence arbitration, as herein after provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given in writing.
3. Arbitration proceedings shall be conducted in accordance with the Acts and rules of procedure interpreted in accordance with the laws of the Union of India, including the Arbitration and Conciliation Act as amended till date within the jurisdiction of the Hon'ble Guwahati High Court.
4. Arbitration proceedings shall be held at Guwahati, Assam and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

### 14. INDEMNITY

The Consultant shall indemnify defend and hold harmless the DHPF during and after the term of this contract from and against all liabilities, damages, loses, expenses, demands, actions, proceedings, costs and claims of any nature whatsoever arising out of the acts, omissions, negligence and breach of this contract.

### 15. TWO BID SYSTEM (TECHNICAL AND FINANACIAL)

The two bid system will be followed for this tender. **Bidders are advised to carefully read this tender document before submitting his bid.** In this system bidder must submit offline, along with offer in two cover system.

#### A) COVER NO. 1 - TECHNICAL BID

This shall contain

1. Permanent Account Number (PAN) /VAT/TIN/Service Tax Number of the firms.
2. Bid Security/Earnest Money for an amount of Rs. 25000 in the form Bank Guarantee/Fixed deposit or Term Deposit pledged in favor of 'Director of Horticulture & F.P, Assam, Khanapara, Guwahati-781022' payable at Guwahati.
3. A non-refundable amount of Rs. 1000 (Rupees one thousand only) towards bid processing fee, in the form of treasury challan or Demand Draft as prescribed.
4. Proof of its Registered Office and other office (s).
5. Details of Technical Manpower available with the firm (Self Certificate).
6. Self-Certificate and documentary evidence in support of 5 years of experience in development of work flow based web portals and associated work relating thereto.

7. Turnover for last three financial years certified by Chartered Accountant. **(Format given as Annexure III)**
8. Experience certificate for completion of at least three works of preparation of websites Of minimum value of Rs 5 Lakhs each in Central/State govt. organisation/PSUs/MNCs in last 3 financial years (Certificate of satisfactory completion with monetary value from minimum 3 clients to be enclosed). **(Format given as Annexure IV)**
9. Letter of undertaking with declaration that the company is not black listed by any Govt./Semi Govt. organization or PSU.
10. Letter of undertaking regarding acceptance of all the terms and conditions of this Tender document. **(Format Given as Annexure- II)**
11. Authority Letter for the person signing the bid document.

*Note: The bidder shall sign all papers of the bid / tender documents*

**B) COVER NO.2 - FINANCIAL BID**

Bidders shall quote their rate as per BoQ. **(Financial Bid at Annexure VI)**

Kindly note that the details should be unambiguous and be specified clearly. Any ambiguity in the Bid may result in the rejection of the Bid.

1. The bid should be strictly as per format prescribed.
2. Bids should conform to all the terms mentioned herein.
3. Failure to furnish all relevant information as required or submission of bid not substantially responsive to this document in every respect will be at the bidders risk and may result in rejection of the bid.
4. No correspondence shall be entertained in case the bid is rejected on this account.
5. Vendors are advised to study the details carefully. Submission of bid shall be deemed to have been done after careful study and examination of the details, as provided hereunder with full understanding of its implications.
6. The bidder cannot impose any conditions. All such bids will be rejected at the discretion of DHPF.

ANNEXURE – I - TECHNICAL BID

**NOTICE INVITING TENDER ANNUAL MAINTENANCE CONTRACT (AMC) OF THE PORTAL [www.minetassam.in](http://www.minetassam.in) FOR PRADHAN MANTRI KRISHI SINCHAYEE YOJANA- PER DROP MORE CROP (PMKSY-PDMC) SCHEME IMPLEMENTED BY DIRECTORATE OF HORTICULTURE AND FOOD PROCESSING, ASSAM.**

1	Name of the Company			
2	Address (with Tel.No., faxno. & E-mail address)			
3	Contact person			
4	Registration Number			
5	PAN Number			
6	Service Tax No./Tin No/GST no.			
7	Details of EMD Deposited and cost of Tender			
8	Demand Draft/PO/RTGS/NEFT UTR/FD/TD Number.	Name of Bank	Amount( in Rs)	Date
9	Experience Details			
10	Technical Manpower Details			
11	Under taking by Bidder			
12	Authority of Person signing the Bid with documentary proof			

**Confirm the following enclosures(scanned copies)along with this format:**

- i. Permanent Account Number (PAN) and VAT/TIN/Service Tax Number of the firms.
- ii. Bid Security/Earnest Money for an amount of Rs. 25000 in the form **Fixed deposit / Term Deposit/ Bank Guarantee** pledged in favor of 'Director of Horticulture & F.P, Assam, Khanapara, Guwahati-781022' payable at Guwahati..
- iii. A non-refundable amount of Rs. 1000 (Rupees one thousand only) towards bid processing fee, in the form of treasury challan or Demand Draft as prescribed.
- iv. Proof of its Registered Office and other office (s), work place etc
- v. Details of Technical Manpower available with the firm (Certificate from HR Dept).
- vi. Self Certificate / Documentary evidence in support of 5 years of experience in website development and maintenance and associated work relating thereto.
- vii. Turnover for last three financial years certified by Chartered Accountant.
- viii. Experience certificate for completion of at least three works of preparation of websites of minimum value of Rs 5 Lakhs each in Central/State govt. organisation/PSUs/MNCs in last 3 financial years (Certificate of satisfactory completion with monetary value from minimum 3 clients to be enclosed).
- ix. The bidder shall sign all papers of the bid / tender documents.
- x. Letter of undertaking with declaration that the company is not black listed by any Govt./Semi Govt. organization or PSU.
- xi. Letter of undertaking regarding acceptance of all the terms and conditions of this tender document. **(Format Given as Annexure- II).**
- xii. Authority Letter for the person signing the bid.

ANNEXURE – II - TENDER SUBMISSION UNDERTAKING

Date:.....

To,

.....

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. ....

Name of Tender/Work:.....

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the website(s) namely:.....as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No.....to.....(including all documents like annexure(s), schedule(s) etc.),which form part contract agreement and I/We shall abide here by the terms/conditions/clauses contained herein.
3. The corrigendum(s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s)in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender /bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under law.
6. I hereby certify that the information furnished above is full and correct to the best of my/our Knowledge and belief. We understand that in case found any deviation in the above statement at any stage, the company will be black-listed and will not have any deal with the DHFP in future.

I also certify that the period of validity of this Bid is 45 days from the date of opening of the Financial Bid.

Yours faithfully,

(Signature of the Bidder, with Official Seal).

**ANNEXURE- III**

(To be furnished in a Separate Sheet)

Financial Year	2019-20	2020-21	2021-22
Financial Turn Over (in INR Lakh)			

**Sign and Seal of the Authorized Representative**

**Date:**

**Place:**

## ANNEXURE-IV

### PROJECT EXPERIENCE (To be furnished in a separate sheet)

(Please provide information only for a project for which your firm was directly contracted by the client as a corporate entity) In-case of multiple assignment use separate sheets

<b>SI N</b>	<b>Items</b>	<b>Description</b>
1	Name of Client	
2	Project Name	
3	Project Location	
4	Project Year	
5	Projected Status (completed/ongoing)	
6	Narrative Description of Project	
7	Description of Actual Services Provided by the firm	
8	Value of Services Provided (INR)	

Notes: Supporting documents (Work Orders/ Completion Certificates) should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation.

**Sign and Seal of the Authorized Representative**

**Date:**

**Place:**

**ANNEXURE-V**

**FORMAT FOR CV OF KEY PERSONNEL (To be furnished in a separate sheet)**

<b>Sl No</b>	<b>Items</b>	<b>Description</b>		
1	Position			
2	Name			
3	Date of Birth	DD/MM/YYYY		
4	Highest Qualification			
5	Professional Qualification, if any			
6	Employment record [Starting with present employment, list last 3 employment details held by staff member]	Name of Organization	Position Held	Duration
7	Details of core tasks assigned in past assignments			
8	Proposed Role in tendered assignment			

**Sign and Seal of the Authorized Representative**

**Date:**

**Place:**



**ANNEXURE – VI**

**Summary Sheet for Financial Proposal**

Sl. No.	Particulars	Quoted Rates (Rs.)				Total
		Amount excluding Tax	Unit	Admissible Tax		
				%	Amount	
	AMC charges for the portal and mobile app (per annum)					
	<b>Additional scope of functions/Services during AMC period as and when required</b>					
	Mobile App Upgradation (Per man day cost )					
	GPS Module					
	SMS Pack per 1 lac priority SMS					
	Create new functionalities in user interfaces (Per man day cost )					
	Create new links/pages (Per man day cost )					
	Integration with UID for Aadhar No. validation					
	Integration with LG directory					
	Integration with pmksy.gov.in					
	Integration with CM Dashboard					
	Integration of E-Mail services					
	Hosting					
	Domain					
	Integration payment gateway					
	Additional change request in programming (Per man day cost )					
	Security audit certificate issued by Cert-in empanelled auditor					
	<b>Grand Total</b>					

Rupees \_\_\_\_\_

Note: Validity of rates – 365 days from date of Bid Opening

**Signature and Stamp of Bidder**

Annexure-VII

**PERFORMANCE BANK GUARANTEE**

To: The Director of Horticulture and Food Processing

Assam, Khanapara, Guwahati-22

WHEREAS.....(name and address of the supplier) hereinafter called ‘the supplier’ has undertaken, in pursuance of contract no..... dated ..... to execute ..... (Name of contract and brief description of service to be supplied) (Hereinafter called “the contract”).

And whereas it has been stipulated by you in the said Contract that the supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

And whereas we have agreed to give the supplier such a Bank Guarantee.

Now, therefore we hereby affirm that we are the guarantor and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of Guarantee) ..... ( in word ) such sum being payable in the types and proportions of currencies in which the Contract Price is payable and we undertake to pay you , upon your first written demand and without cavil or argument any sum or sums within the limits of ..... (Amount of guarantee) as afore said without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition of modification.

This guarantee shall be valid until ..... ( i.e.) 90 days from the date of expiry of the warranty obligation period .

Signature and seal of the guarantor .....

Name of Bank .....

Address .....

Date.....

Note : An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees

**Annexure-VIII**

**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of .....2022. Between .....  
.....(Name of purchaser) of .....( Address ) ( hereinafter called “the purchaser” ) of the one part and .....name of the supplier) of .....( Address )( Hereinafter called “the supplier”) of the other part .

WHEREAS the purchaser is desirous that certain ancillary services viz,.....  
..... (Brief description of services) and has accepted a bid by the supplier for supply of those goods and services in the sum of .....

(Contract price in words and figures) (Hereinafter called “the Contract Price”)

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to
- 2) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a) The bid form and the Price Schedule submitted by the Bidder
  - b) The Scope of work
  - c) The General Conditions of Contract; and
  - d) The purchaser’s notification of award
- 3) In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4) The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5) Brief particulars of the goods and services which shall be supplied/provided by the supplier are asunder:

Sl. No	Brief description of goods & services	Quantity to be supplied	Unit price	Total price	Delivery terms

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Signed, Sealed and Delivered by the

Said .....

Said .....

(For the Purchaser)

(For the supplier)

In the presence of.....

In the presence of.....

