REQUEST FOR PROPOSAL

RFP NO: MSAMB/IT/APMC-SOFT/DEV/RFP/2015

Maharashtra State Agricultural Marketing Board [MSAMB]

Title of Services:

Selection of Service Provider for;
Study, Design, Development, Testing, Implementation, Training & Support of web based Software & Mobile Application for Computerized Auction System & Office Automation (CAS&OA) for Computerization of 100 APMCs, in the State, with Source Code and IPR of the Software for all APMCs of Maharashtra State will with MSAMB. The web based Software should also include the MIS of Computerized Auction System & Office Automation (CAS&OA) & CBS.

RFP Issued on 19th January, 2015

Issued by Maharashtra State Agricultural Marketing Board

Tender notice published in The Times of India and Economic Times all editions in India on 19.01.2015.

	Maharashtra State Agricultural Marketing Board, Pune [MSAMB]

Plot No. R-7, Market Yard, Gultekdi, Pune-411037
Telephone: 020-24528100/24528200
E-mail: msamb@vsnl.com, Web : www.msamb.com

e-TENDER NOTICE

Request for Proposals (RFPs) are invited through the State e-Tender Portal for selection of Service Provider for Study, Design, Development, Testing, Implementation, Training & Support of web based Software & mobile application for Computerized Auction System & Office Automation (CAS&OA) and MIS for Computerization of 100 APMCs, in the State, with source code & IPR of the Software for all APMCs of Maharashtra State will vest with MSAMB. The RFP will be available on http://mahatenders.gov.in & www.msamb.com, on 19.01.2015, from 05.00 pm onward.

Managing Director

Issued by Maharashtra State Agricultural Marketing Board

Maharashtra State Agricultural Marketing Board, Pune

<u>RFP NO</u>: **MSAMB/IT/APMC-SOFT/DEV/RFP/2015**

REQUEST FOR PROPOSAL

FOR

Study, Design, Development, Testing, Implementation, Training & Support of web based Software & Mobile Application for Computerized Auction System & Office Automation (CAS&OA) for Computerization of 100 APMCs, in the State, with Source Code and IPR of the Software for all APMCs of Maharashtra State will vest with MSAMB. The web based Software should also include the MIS of Computerized Auction System & Office Automation (CAS&OA) & CBS.

PROPOSAL FEES (Non Refundable)	:	Rs.25,000/-
PROPOSAL NOTICE PUBLISHING DATE	:	19/01/2015
DOCUMENT SALE START DATE	:	19/01/2015 from 05.00 pm
PRE BID MEETING	:	28/01/2015 at 03.00 pm.
DOCCUMENT SALE END DATE	:	18/02/2015 up to 01.00 pm.
PROPOSAL SUBMISSION START DATE	:	09/02/2015 from 09.00 am.
eTENDER SUBMISSION END DATE	:	18/02/2015 up to 01.00 pm.
TECHNICAL BID OPENING DATE	:	20/02/2015 at 03.00 pm.

Issued by Maharashtra State Agricultural Marketing Board

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	MAHARASHTRA STATE AGRICULTURAL MARKETING BOARD
	[MSAMB]
	R-7, Market Yard, Gultekdi, Pune-4110037, Tel: 020-24528100, 24528200
	Email: msamb@vsnl.com, Website: www.msamb.com

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Ref. No. MSAMB/IT/APMC-SOFT/DEV/RFP/2015   Date: 19 January, 2015

SECTION-1:- LETTER OF INVITATION

To,

Dear Sir / Madam,

1. The Managing Director, MSAMB invites Proposals for selection of Service Provider for Study, Design, Development, Testing, Implementation, Training & Support of web based Software & mobile application for Computerized Auction System & Office Automation (CAS&OA) for Computerization of 100 APMCs, in the State, with source code & IPR of Software for all APMCs of Maharashtra State will vest with MSAMB. The web based Software should also include the MIS of CAS&OA & CBS. More details about the services to be provided are given in the Terms of Reference (ToR).

2. MSAMB is intended for computerization of all APMCs in the State. Whereas, in first phase it proposed for computerization of 100 APMCs, in the State.

3. It is not permissible to transfer this invitation to any other firm.

4. A firm will be selected as per Quality and Cost Based Selection (QCBS) Method and procedures described in this RFP.

5. The RFP includes the following documents:
   Section 1 - Letter of Invitation
   Section 2 - Instructions to Bidder (including Data Sheet)
   Section 3 - Technical Proposal - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 - Terms of Reference
   Section 6 - Standard Forms of Contract

Yours sincerely,

Managing Director,
Maharashtra State Agricultural Marketing Board (MSAMB)

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SECTION-2

Instructions to Bidder

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Definitions	(a) "MSAMB" means Maharashtra State Agricultural Marketing Board, Pune.

(a) "MSAMB" means Maharashtra State Agricultural Marketing Board, Pune.

(b) "APMC" means Agriculture Produce Market Committee.

(c) "Bidder" means the entity participating in the Bidding Process.

(d) "Client" means the agency with which the selected Successful Bidder (Service Provider) signs the Contract for the Services.

(e) "Service Provider" means any entity or person that may provide or provides the Services to the Client under the Contract.

(f) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause-1, which are, the General Conditions (GC), the Special Conditions (SC), and the Appendices.

(g) "Data Sheet" means such part of the Instructions to Bidder used to reflect Project conditions.

(h) "Day" means calendar day.

(i) "Man Day" means standard eight hours working.

(j) "Instructions to Bidder" (Section-2 of the RFP) means the document which provides with all information needed to prepare their Proposals.

(k) "LOI" (Section-1 of the RFP) means the Letter of Invitation published by the Client.

(l) "Personnel" means professionals and support staff of the Service Provider and assigned to perform the Services.

(m) "Proposal" means the Technical Proposal and the Financial Proposal.

(n) "RFP" means the Request For Proposal prepared by the Client for the selection of the Service Provider.

(o) "Services" means the work to be performed by the Service Provider pursuant to the Contract.

(p) "Terms of Reference" (TOR) means the document included in the RFP as Section-5 which explains the objectives, scope of work, activities, tasks to be performed, functionality, schedule, respective responsibilities and deliverables of the Project.

(q) "ICT" means Information & Communication Technology.

(r) "CAS&OA" means Computerized Auction System & Office Automation Software for all APMCs, in the State.

(s) "MACP" means Maharashtra Agricultural Competitiveness Project (MACP) - a World Bank Project.

(t) "CBS" means Computerized Bidding System Software for 5 APMCs under Maharashtra Agricultural Competitiveness Project (MACP) - a World Bank Project.

(u) "MIS" means Management Information System of CAS&OA and CBS.

(v) "IPR" means Intellectual Property Rights.

(w) "LFD" means Large Format Display.

1.Introduction	1.1	The Client named in the Data Sheet will select a Company (the Service Provider) in accordance with the method of selection specified in the Data Sheet.
	1.2	The Bidder are invited to submit a Technical Proposal and a Financial Proposal (BOQ), as specified in the Data Sheet, for services required for the Project named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.
	1.3	Bidder should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Project and local conditions, Bidder are encouraged to visit APMCs in the State and the Client before submitting a proposal and to attend a pre-proposal conference as specified in Paragraph Reference 1.3 of the Data Sheet. Attending the pre-proposal conference is optional. Bidder should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidder should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
	1.4	The Client will timely provide at no cost to the Bidder the inputs and facilities specified in the Data Sheet and make available relevant project data and reports.
	1.5	Bidder shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
Conflict of Interest	1.6	MSAMB policy requires that the Bidders provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid their own corporate interests and act without any consideration for future work.
Fraud and Corruption	1.7	The Bidder under the contract, observe the highest standard of ethics during the selection and execution of such contracts.[1] In pursuance of this policy, MSAMB;
	(a)	defines, for the purposes of this provision, the terms set forth below as follows:
	(i)	"corrupt practice" is the offering, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[2];

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[1] In this context, any action taken by a Bidder to influence the selection process or contract execution for undue advantage is improper.
[2] "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes employees of other organizations taking or reviewing selection decisions.

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(ii) "fraudulent practice[3]" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) "collusive practices[4]" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practices[5]" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice"

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede MSAMB investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of Client's inspection and audit rights provided for under sub-clause (c) below.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will have the right to require that, in contracts, a provision be included requiring Bidders to permit MSAMB to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by MSAMB.

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[3] A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.
[4] "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non-competitive levels.
[5] "Party" refers to a participant in the selection process or contract execution.

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1.8 The Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Client in accordance with the above para. 1.7. Furthermore, the Bidder shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

Eligibility: (Pre-Qualification Criteria)

1.9 The Bidder should fulfill the following criteria and shall be wholly and severely liable for the Services of the Project. The Bidder should submit documentary evidences for the same.

Criteria	Documents to be submitted
(a) The Bidder must 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 and should be operational. Consortium and sub-contracting will not be allowed.	Certification of Incorporation/ Registration
(b) The Bidder should be an established IT Solution Provider and should have been in the business of Software Development and associated Operation & Maintenance for a period of 10 years as on 01.01.2015	Work orders confirming year and area of Activity/ Memorandum and Articles of Association
(c) The Bidder must have minimum total turnover of Rs.50/- Crores during the last three financial years together (2013-14, 2012-13, 2011-12) from Software Development, Implementation, Maintenance & System Integration. The turnover shall not be only for IT Hardware delivery, implementation/ maintenance.	Certificate from the CA.
(d) The Bidder must have a positive net worth for each of the last three consecutive financial years (2013-14, 2012-13, 2011-12)	Copy of the audited balance sheet of the company and Certificate from the Chartered Accountant clearly stating the positive net worth.
(e) The Bidder must have on their Roll staff strength of at least 200 IT Software Professionals for each of the last 3 financial year (2013-14, 2012-13, 2011-12). The minimum criteria of the workforce should be BE/ BTech/ MCA or equivalent.	Certificate from the Auditor/ Company Secretary / Certificate from HR needs to be enclosed as proof of minimum criteria of the workforce.

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(f) The Bidders should have satisfactorily completed at least two similar software development works and at least one of the project should be in Government/ Semi Government Organization in India during the last three financial years (2013-14, 2012-13, 2011-12). The similar projects may be like eTender or eAuction & Office Automation, etc. At lest 1 amoung the above projects preferably be in Maharashtra.	Copy of Work Order & Work Completion Certificate.
(g) The Bidder should have a valid ISO 9001:2008 or CMMI Level 3 Certification.	Copy of valid certificate.
(h) The Bidder should not have been blacklisted by Central Government or any State Government organization / department in India at the date and time of signing of the proposal by the Authorized signatory of the bidder. If a Bidder has been barred or blacklisted in any contract with government/state governments. The Proposal of such Bidder will be rejected and such Bidder will be disqualified from bidding process of the Client for next 3 years.	Letter about self-declaration for non-blacklisted by bidder on the Company letterhead.
(i) The bids can be submitted by an organization signed by the authorized signatories of the Company.	Power of Attorney/ resolution.

The Client reserves the rights to verify the information / document submitted. The Client reserves the right to inspect the office premises of the Bidders and/or conduct reference verification to check the eligibility of the Bidder to execute the Project.

Proposal Validity 1.10 The Paragraph Reference 1.10 of the Data Sheet indicates how long Bidder's Proposal must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.

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| **2.** | 2.1 | Bidders may request a clarification of any of the RFP documents as mentioned in Paragraph Reference 2.1of the Data Sheet. |
| **Amend ment of RFP Documents** | 2.2 | At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum on http://mahatenders.gov.in and the Client's web site www.msamb.com. |

3. Preparation of Proposals

3.1 The Proposal (see above para. 1.2), as well as all related correspondence exchanged by the Bidders and the Client, shall be written in the language specified in Paragraph Reference 3.1 of the Data Sheet.

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

3.3 While preparing the Technical Proposal, Bidder must give particular attention to the following:

(a) The Proposal shall be based on activities wise number of Professional staff-months.

(b) Alternative key professional staff shall not be proposed, and curriculum vitae (CVs) of all key professional staff shall be submitted.

Language

(c) Documents to be issued by the Bidders as part of this Project must be in the language specified in the Paragraph Reference 3.1 of the Data Sheet.

Technical Proposal Format and Content

3.4 The Data Sheet indicates the format of the Technical Proposal (TP) to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (f) using the attached Standard Forms of Section-3. Paragraph 3.4 (c) (ii) indicates the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be A4 size paper.

(a) A brief description of the Bidder's organization and an outline of experience of the Bidder's Professionals on IT Projects are required in Form TECH-2 of Section-3. Information should be provided only for those Projects for which the Bidder was legally contracted. Bidder should be prepared to substantiate the claimed experience if so requested by the Client.

(b) For Technical Proposal, the comments and suggestions on the Terms of Reference, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).

(c) (i) For Technical Proposal, a description of the approach,

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methodology and work plan for performing the Project is given in form TECH-3 of Section-3. The organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section-3. The work plan should be consistent with the Work Schedule (Form TECH-7 of Section-3) which will show in the form of a bar chart the timing proposed for each activity.

(ii) The description of the approach, methodology and work plan should including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-4 of Section-3).

(e) Estimates of the staff input (staff-months of professionals) needed to carry out the Project (Form TECH-6 of Section-3). The staff-months input should be indicated separately for home office and field activities.

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-5 of Section-3).

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals 3.6 The Financial Proposal (BOQ) shall be prepared as per the guideline given in Section-4 and submitted online on https://mahatenders.gov.in, as per the BOQ. It shall list all costs associated with the Project.

Taxes 3.7 Applicable taxes shall be mentioned separately in the Financial proposal (BOQ). If applicable, TDS will be deducted by the Client and certificate will be issued for the same.

Proposal Fee 3.8 Refer Data Sheet para 3.8.

Earnest Money Deposit 3.9 Refer Data Sheet para 3.9.

Performance Security 3.10 Refer Data Sheet para 3.10.

Solvency Certificate 3.11 Refer Data Sheet para 3.11.

4. Submission, Receipt, and 4.1 The proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections.

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Opening of Proposals		Submission letters for Technical proposal should be as per the format of TECH-1 of Section-3. The Technical Proposal shall be submitted online on e-Tender portal. The Financial Proposal shall be submitted online as per the BOQ published on e-Tender Portal. If the Financial Proposal (BOQ) is not submitted as per the BOQ published on e-Tender portal, this will constitute grounds for declaring the Proposal non-responsive. The Technical Proposals will be opened by the committee formed by the Managing Director, MSAMB.
	4.2	An authorized representative of the Bidders shall initial all pages of the Technical Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.
	4.3	One copy of the Proposal uploaded on e-Tender Portal to be submitted after opening of the eTender, in the sealed envelope followed by the reference number and the name of the Project at the address of the Client.
	4.4	The Technical Proposals will be opened by the committee formed by the Managing Director, MSAMB.
5. Proposal Evaluation	5.1	From the time the Proposals are opened to the time the Contract is awarded, the Bidders shall not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Proposal of Bidder.
		Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
		The Client reserves the rights to modify any of the conditions while evaluating the Proposal and to accept or reject any of the Proposals without assigning any reasons whatsoever.
Evaluation of Technical Proposals	5.2	The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in Paragraph Reference 5.2 of the Data Sheet. Each responsive Proposal will be given a technical score (TS). The Bidder need to comply with minimum 70% of the marks to be considered for financial bid opening. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in Paragraph Reference 5.2 of the Data Sheet. The Client shall not entertain the Bidders whose proposals are non-responsive or Bidders not qualified in technical evaluation.
Public Opening and	5.3	The Client will notify in writing to Bidders that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals (BOQ). Attendance of Bidder at the time of

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Evaluation of Financial Proposals		opening of Financial Proposals (BOQs) is optional.
	5.4	Financial Proposals (BOQs) of technically qualified proposals (all technical proposals obtained 70% or above marks) of the Bidders shall be opened publicly in the presence of the representatives of Bidder who choose to attend. The name of the Bidders and the technical scores of the Bidders shall be read aloud. The Financial Proposals (BOQs) of the Bidders who met the minimum qualifying mark shall be opened, and the total prices read aloud and recorded.
	5.5	The lowest evaluated Financial Proposal [BOQ] (Fm) will be given the maximum financial score (FS) of 100 points. The financial scores (FS) of the other Financial Proposals will be computed as indicated in Paragraph Reference 5.5 of the Data Sheet. Proposals will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal T + F = 1) indicated in the Data Sheet: $S = T\% \times TS + F\% \times FS$ (i.e. Weighted marks for bidder = 0.3 (Technical Score [TS] out of 100) + 0.70 x FS). The firm achieving the highest combined technical and financial score will be invited for award of contracts.
6. Award of Contract	6.1	The Bidder who achieves the highest combined technical and financial score, will be selected as a Service Provider and called for review of the draft Contract. After review of the contract document, if the selected service provider agrees with the Contract Document, the Client will sign the Contract with selected Service Provider. If the selected Service Provider does not agree to work as per the contract document, the Client will invite the Bidder whose combined technical and financial score is second highest and so on.
7. Confidentiality	7.1	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.
8. Liability of the successful Bidder	8.1	The successful Bidder will be liable for successful Study, Design, Development, Testing, Implementation, Training & Support of web based Software & mobile application for Computerized Auction System & Office Automation (CAS&OA) for Computerization of 100 APMCs, in the State, with source code & IPR of Software for all APMCs of Maharashtra State will vest with MSAMB. The web based Software should also include the MIS of CAS&OA & CBS. The liability will be of the total cost of the Project. This clause will be the part of contract document.

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

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Instructions to Bidders

Data Sheet

Paragraph Reference	
1.1	**Name of the Client:** The Managing Director, Maharashtra State Agricultural Marketing Board [MSAMB], Pune
1.2	The Technical Proposal (as per Section-3) shall be submitted online through e-Tender portal https://mahatenders.gov.in. The Financial Proposal in the form of BOQ (as per Section-4) to be submitted online through e-Tender portal https://mahatenders.gov.in. **Name of the Project is:** Study, Design, Development, Testing, Implementation, Training & Support of web based Software & mobile application for Computerized Auction System & Office Automation (CAS&OA) for Computerization of 100 APMCs, in the State, with source code & IPR of Software for all APMCs of Maharashtra State will vest with MSAMB. The web based Software should also include the MIS of CAS&OA & CBS.
1.3	A pre-proposal conference will be held on following date & time. The pre-proposal queries received after this date will not be entertained. **Date: 28th January, 2015** **Time: At 03.00 pm** **Venue:** Address as given below **The Client's representative is:** The General Manager, Maharashtra State Agricultural Marketing Board, Pune. **Address:** Plot No. R-7, Market Yard, Gultekdi, Pune-411037 Telephone: 020-24528100/24528200 Email: msamb@vsnl.com
1.4	The Client will provide the following inputs and facilities: **Relevant available information pertaining to the Project (above point 1.2).**
1.10	Proposals must remain valid for **120 days** after the submission date.

2.1	Clarifications may be requested not later than date of pre-proposal meeting.
	
	 The address for requesting clarifications is:
	       The General Manager,
	      Maharashtra State Agricultural Marketing Board, Pune.
	      Plot No. R-7, Market Yard, Gultekdi, Pune-411037
	      Telephone: 020-24528100/24528200
	      Email: msamb@vsnl.com

3.1	Proposals shall be submitted in *English* language
3.4	The Technical Proposal to be submitted as per the Section-3.
3.6	Bidder to state local cost in the national currency (INR).
3.8	**Proposal Fee:** The Proposal Fee of Rs.25,000/- (In wards Twenty Five Thousand only) shall be paid through State Govt. eTender Portal – Mahatenders payment gateway (NEFT/RTGS) facility only, without which the Proposal will be treated as incomplete and shall not be considered.
3.9	**Earnest Money Deposit (EMD):** o Earnest money of Rs.50,00,000/- (In words Rupees Fifty Lakh only) shall be paid through State Govt. eTender Portal **-** Mahatenders payment gateway (NEFT/RTGS) facility only. o Earnest Money Deposit exemption certificate will not be accepted. o eTenders of those bidders, who do not deposit earnest money through Mahatenders payment gateway (NEFT/RTGS) facility, shall be summarily rejected. Earnest money in any other form of cash/ cheque/ DD/ BG will not be accepted. o The EMD of the unsuccessful bidders will be refunded on their application after the award of the contract within 30 days of time. Bidders, under any circumstances, will not be entitled to claim or receive interest/penalty/damages from the Client on account of the Tender Fee, EMD, Bank Guarantee required to be submitted under this proposal and the contract. No claim/ dispute in this regard will be received or accepted. The above EMD amount will be held by the Managing Director, MSAMB till it is returned and will not earn any interest thereof. o The EMD will be refunded to the successful Bidder on deciding about the acceptance or on expiry of the validity period whichever is earlier. In case of the successful Bidder, it will be refunded on his paying the initial security deposit or will be transferred towards a part of security deposit to be paid before awarding of the Contract. o The EMD will be liable for forfeiture, if the Bidder withdraws his bid during the period of bid validity, or, if the successful Bidder fails to sign the contract in time, and/or to furnish performance security in time.

3.10	The successful Bidder shall submit a Performance Security equivalent to 2% of the total accepted Contract value for 33 months, before signing of agreement in the form of a Bank Guarantee valid for 33 months.
3.11	A valid Solvency Certificate in original of Rs.50.00 Crore (In words Rupees Fifty Crore only) in the name of Maharashtra State Agricultural Marketing Board, Pune from the Nationalized/ Commercial/ Schedule Bank i.e. issued not earlier than 12 months on the date of opening.

4.1	Online Proposal (eTender) must be submitted no later than the following date and time:
	Date: **18th February, 2015. Time – 01.00 pm**
	The Proposal submission address is:
	    The General Manager,
	    Maharashtra State Agricultural Marketing Board.
	    Plot No. R-7, Market Yard, Gultekdi, Pune-411037
	    Telephone: 020-24528100/24528200
	    Email: msamb@vsnl.com
	
	Online Proposals (eTender) will be opened on following data and time:
	Date: **20th February, 2015. Time – 03.00 pm**
	The Proposal opening address is:
	    Maharashtra State Agricultural Marketing Board.
	    Plot No. R-7, Market Yard, Gultekdi, Pune-411037
	    Telephone: 020-24528100/24528200
	    Email: msamb@vsnl.com

5.2	Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are: **(i) Adequacy of the proposed methodology and work plan in responding to the TOR.** The Bidder should submit necessary documents regarding following criteria, sub criteria.

		Criteria, sub-criteria	Points
a)		**Eligibility Criteria**	
1.		The Bidder must 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 and should be operational.	For existence>=10yrs=1 For existence>=15yrs=3
2.		The Bidder should be an established IT Solution Provider and should have been in the business of Software Development and associated Operation & Maintenance for a period of 10 years as on 01.01.2015	For >=10 years =2 For >=15years =4
3.		The Bidder must have minimum total turnover of Rs.50/- Crores during the last three financial years together (2013-14, 2012-13, 2011-12) from Software Development, Implementation, Maintenance &	3

		System Integration. The turnover shall not be only for IT Hardware delivery, implementation/ maintenance.	
	4.	The Bidder must have a positive net worth for each of the last three consecutive financial years (2013-14, 2012-13, 2011-12)	1
	5.	The Bidder must have on their Roll staff strength of at least 200 IT Software Professionals for each of the last 3 financial year (2013-14, 2012-13, 2011-12). The minimum criteria of the workforce should be BE/BTech/MCA or equivalent (e.g. MCM, MCS MSc comp, MBA System etc.).	6
	6.	The Bidders should have satisfactorily completed at least two similar software development works and at least one of the project should be in Government/ Semi Government Organization in India during the last three financial years (2013-14, 2012-13, 2011-12). The similar projects may be like eTender or eAuction or Office Automation, etc. At lest 1 amoung the above projects preferably be in Maharashtra.	2 similar Projects, at Least in Govt or Semi Govt. in India=2 At lest 1 amoung the above projects in Maharashtra =2
	7	The Bidder should have a valid ISO 9001:2008 or CMMI Level 3 Certification	1
	8	The Bidder should have adequate experience of development/integrate of e-payment services (RTGS/ NEFT/ Net Banking, etc.).	2
	9	The Bidder should have adequate experience of development & implementation of mobile apps.	2
	b)	**Technical approach & Methodology**	
		1. Specific Approach	05
		2. Activity Schedule	05
		3. Deliverable	10
	c)	**Work Plan**	
		1. Adequacy of Plan	03
		2. Duration and Input of staff months	03
		3. Experience in Similar Projects	05

d)	**Organization & Staffing**		03
	Total Points of Criteria (i)		**60**

(ii) Key professional staff Qualification and competence for the Project.

	Criteria, sub-criteria	Points
(a)	Project Manager	07
(b)	Team Leader	05
(c)	System Analyst	05
(d)	Database Administrator	05
(e)	Business Process Implementer	05
(f)	Software Developer	05
(g)	Software Tester	03
(h)	Software Support Executive	03
(i)	Hardware/ Network Engineer	02
	Total Points of Criteria (ii)	**40**

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:

1) General qualifications   [*25%*]
2) Adequacy for the Project (experience of system
   need identification & implementation experience)   [*60%*]
3) Experience in region and language   [*15%*]

Total weight: 100%

Grand Total = 100 Points

The minimum technical score (TS) required to pass is: **70** Points

5.5	The formula for determining the financial scores is the following: FS = 100 x Fm / F, in which FS is the financial score, Fm is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: **T = 30%, F = 70%** Weighted marks for bidder = 0.3 (Technical Score [TS] out of 100) + 0.70 x FS)

SECTION-3

Technical Proposal - Standard Forms

Form TECH-1: Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir:

We, the undersigned, offer to provide the services for [*Insert title of Projects*] in accordance with your Request for Proposal [*Number*] dated [*Insert Date*] published on http://mahatenders.gov.in and MSAMB web site www.msamb.com. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form TECH-2: Bidder's Organization and Experience

A - Bidder's Organization

[*Provide here a brief description of the background and organization of your firm.*]

B - Experience of the Bidder

[*Using the format below, provide information on each Projects of similar nature for which your firm was legally contracted, for carrying out Software Development services. Use separate sheet for each Project.*]

Project name:	Approx. value of the contract (in Rs.):
Location:	Duration of Project (months):
Name of Client:	Total N^o of staff-months of the Project:
Address:	Documentary Evidence (e.g: LoI,/P.O./ W.O./ Completion certificate/ Letter of Client)
Start date (month/year):	Completion date (month/year):
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services provided by your staff within the Project:	

Firm's Name: _____

Form TECH-3: Description of Approach, Methodology, Work Plan and Deliverables for Performing the Project

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters:*

a) *Technical Approach and Methodology*
b) *Work Plan*
c) *Organization and Staffing*
d) *Deliverables*

a) *Technical Approach and Methodology.* *In this chapter the bidder should explain understanding of the objectives of the Project, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The bidder should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. The bidder should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b) *Work Plan. In this chapter the bidder should propose the main activities of the Project, content and duration, phasing and interrelations, milestones (including interim approvals by the Client), delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.*

c) *Organization and Staffing.* *In this chapter the bidder should propose the structure and composition of your team. The bidder should list the main disciplines of the Project, the key expert responsible, and proposed technical and support staff.*

d) *Deliverables of the Project. In this chapter the bidder should submit activity wise detailed deliverables of the Project.*

Form TECH-4: Team Composition and Task Projects

Professional Staff				
Name of Staff	Qualifications	Area of Expertise	Position Assigned	Task Assigned

Form TECH-5: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

   _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**: _____**Nationality**: _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

   _____

6. **Membership of Professional Associations**: _____

   _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education k8were obtained*]: __

   _____

8. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]:_____

   _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _

   _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [*Year*]: _____ To [*Year*]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[*List all tasks to be performed under this Project*]	[*Among the Projects in which the staff has been involved, indicate the following information for those Projects that best illustrate staff capability to handle the tasks listed under point 11.*] Name of Project or project: _____

	Year: _____
	Location: _____
	Client: _____
	Main project features: _____
	Positions held: _____
	Activities performed: _____

13. Total experience:..[*a. Experience in IT field in years, b. Experience in non-IT field in years.*]

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff]   *Day/Month/Year*

Full name of authorized representative: _____

Form TECH-6: Staffing Schedule[1]

N°	Name of Staff	Staff input (in the form of a bar chart)[2]													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field[3]	Total
1		[Home]																
		[Field]																
2																		
3																		
n																		
											Total						

1   For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: clerical staff, etc.).

2   Months are counted from the start of the Project. For each staff indicate separately staff input for home and field work.

3   Field work means work carried out at a place other than the Bidder's home office.

██████ Full time input

▨▨▨▨ Part time input

Form TECH-7 Work Schedule

N°	Activity[1]	Months[2]												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

1 Indicate all main activities of the Project, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased Projects indicate activities, delivery of reports, and benchmarks separately for each phase.
2 Duration of activities shall be indicated in the form of a bar chart.

SECTION-4

Form FIN-1: Guideline for preparation of Financial Proposal (BOQ)

The Bidder shall prepare Financial Proposal (BOQ) as per the following guidelines of minimum manpower (man-month) requirement.

All taxes, duties, levies are extra and shall be mentioned separately in the BOQ. Failing to mention the taxes separately in the BOQ may stand the Proposal non-responsive and ultimate rejection of the Proposal.

A	The successful Bidder shall work out the cost of Study, Design, Development and Hosting (at MSAMB Data Center) of web based software and mobile app. for Computerized Auction System & Office Automation (CAS&OA) and MIS as per own consideration of manpower. The source code & IPR of the web based software & mobile App. for all APMCs in Maharashtra State will be vested with MSAMB. The successful Bidder shall visit at least 7 APMCs from each A, B & C class APMCs (total 21 APMCs). Please refer scope of work and deliverable. Give lump sum cost.

B	The successful Bidder shall conduct survey of 100 APMCs for the assessment of required hardware, network equipment including (Wi-Fi), leased line requirement, peripherals, mobile devices like tabs, hand held devices for successful implementation of CAS&OA and MIS. Give lump sum cost.

C	Pilot Testing of web based Software and Mobile App. of CAS&OA and MIS at one APMC location, by providing required hardware by the Successful Bidder. Please refer scope of work and deliverable.				
Sr. No.	**Designation**	**No. of Units "A"**	**Man Months "B"**	**Cost Rs. /PM "C"**	**Total Manpower Cost "D = A*B*C"**
1	Project Manager				
2	Team Leader				
3	Software Developer				
4	Software Support Executive				
5	Software Tester				
6	Travelling, Lodging & Boarding				
				Total	

D	The successful Bidder shall work out the cost of centralized & administrative at MSAMB and onsite at APMCs training for staff, commission agents, traders of 100 APMCs and staff of MSAMB. Please refer scope of work, deliverable. Give lump sum cost.

No.					
E	Roll out of web based Software and Mobile App. of CAS&OA and MIS at 40 A Class APMCs in the lot of 20 APMCs. After successful roll-out of first lot of 20 APMCs, roll-out process of next lot of 20 APMCs should be started. Please refer scope of work and deliverable. (Roll-out period for 20 APMCs is 60 days, however, the Successful Bidder shall take care of successful functioning of CAS&OA and MIS software at each APMC during roll-out period.)				
No.	Designation	No. of Units "A"	Man Months "B"	Cost Rs. /PM "C"	Total Manpower Cost "D = A*B*C"
1	Project Manager				
2	Business Process Implementer				
3	Software Support Execute				
4	Travelling, Lodging & Boarding				
	Total for 1 APMC				
	Total for 40 APMCs				

No.					
F	Roll out of web based Software and Mobile App. of CAS&OA and MIS at 40 B Class APMCs in the lot of 20 APMCs. Please refer scope of work and deliverable. (Roll-out period for 20 APMCs is 60 days, however, the Successful Bidder shall take care of successful functioning of CAS&OA and MIS software at each APMC during roll-out period)				
No.	Designation	No. of Units "A"	Man Months "B"	Cost Rs. /PM "C"	Total Manpower Cost "D = A*B*C"
1	Project Manager				
2	Business Process Implementer				
3	Software Support Execute				
4	Travelling, Lodging & Boarding				
	Total for 1 APMC				
	Total for 40 APMCs				

No.					
G	Roll out of web based Software and Mobile App. of CAS&OA and MIS at 20 C Class APMCs in the lot of 20 APMCs. Please refer scope of work and deliverable. (Roll-out period for 20 APMCs is 60 days, however, the Successful Bidder shall take care of successful functioning of CAS&OA and MIS software at each APMC during roll-out period)				
No.	Designation	No. of Units "A"	Man Months "B"	Cost Rs. /PM "C"	Total Manpower Cost "D = A*B*C"
1	Project Manager				
2	Business Process Implementer				
3	Software Support Execute				
4	Travelling, Lodging & Boarding				
	Total for 1 APMC				
	Total for 20 APMCs				

H	Central Support Team and Help Desk for to undertake change request/management, enhancement, software performance improvement, database management, answer / resolve the queries & support related to web based software and mobile application of CAS&OA and MIS. This team should be available for 21 months from pilot testing of one APMCs. Please refer scope of work and deliverable. Following is guideline, the bidder has to decide required manpower as per scope of work and deliverables.				
Sr. No.		**No. of Units "A"**	**Man Months "B"**	**Cost Rs. /PM "C"**	**Total Manpower Cost "D = A*B*C"**
1	Project Manager				
2	Team Leader				
3	System Analyst				
4	Database Administrator				
5	Software Developer				
6	Software Support Help Desk Staff				
				Total	

I	Onsite Support for one year for web based Software and Mobile App. of CAS&OA and MIS at 100 APMCs in the lot of 20 APMCs. Please refer scope of work and deliverable. The successful Bidder shall depute adequate Software Support Executive at each APMC depending upon the class of each APMC, for the period of one year from successful roll-out in the lot of 20 APMCs for 100 APMCs under the Project. Give lump sum cost.

Form FIN-2: BOQ Format

No.	Description of work / Designation	Qty	Rate	Amount
1.	Cost of Study, Design, Development and Hosting (at MSAMB Data Center) of web based software and mobile app. for Computerized Auction System & Office Automation (CAS&OA) and MIS. The source code & IPR of the web based software & mobile App. for all APMCs in Maharashtra State will be vested with MSAMB. **(Give Lump sum Cost)**	1		
2.	Cost of survey of 100 APMCs for the assessment of required hardware, network equipment including (Wi-Fi), leased line requirement, peripherals, mobile devices like tabs, hand held devices for successful implementation of CAS&OA and MIS. **(Give Lump sum Cost)**	1		
3.	Cost of Pilot Testing of web based Software and Mobile App. of CBS&OA and MIS at one APMC location.	1		
4.	Cost of centralized, onsite & administrative training for staff, commission agents, traders of 100 APMCs and staff of MSAMB. Centralized & administrative training at MSAMB, Pune and onsite training at APMCs. **(Give Lump sum Cost)**	1		
5.	Cost of Roll out of web based Software and Mobile App. of CBS&OA and MIS at one A Class APMCs.	40		
6.	Cost of Roll out of web based Software and Mobile App. of CBS&OA and MIS at one B Class APMCs.	40		
7.	Cost of Roll out of web based Software and Mobile App. of CBS&OA and MIS at one C Class APMCs.	20		
8.	Cost of Central Support Team and Help Desk for to undertake change request/management, enhancement, software performance improvement, database management, answer / resolve the queries & support related to web based software and mobile application of CAS&OA and MIS. **(Give Lump sum Cost)**	1		
9.	Cost of Onsite Support for one year for web based Software and Mobile App. of CBS&OA and MIS at 100 APMCs. **(Give Lump sum Cost)**	1		
10.	ALL Taxes (VAT, Service Tax, Local Taxes, etc.).	1		
	Total			

SECTION-5

Terms of Reference (ToR)

ToR for Bidder;

Study, Design, Development, Testing, Implementation, Training & Support of web based Software and Mobile Application for Computerized Auction System & Office Automation (CAS&OA) for Computerization of 100 APMCs, in the State, with source code & IPR of Software for all APMCs of Maharashtra State will vest with MSAMB. The web based Software should also include the MIS of CAS&OA & CBS.

I) Background:

1) Maharashtra State Agricultural Marketing Board [MSAMB]:

Maharashtra State Agricultural Marketing Board (MSAMB) is established under section 39 A of Maharashtra Agricultural Produce Marketing (Regulation) Act, 1963. MSAMB is committed to provide quality and timely services in the field of Agriculture marketing by executing various functions like Domestic Marketing, Infrastructure development, Export Promotion, Consultancy, Training and Market Intelligence for the benefit of farmers and market functionaries. MSAMB being an apex body has important role in developing, coordinating and promoting the activities of the agricultural marketing in the State and shouldering the responsibility of planning for their growth and development. MSAMB has completed 30 years of its service in the field of Agricultural Marketing, in the State. Please visit MSAMB web site www.msamb.com for more information.

2) Agriculture Produce Market Committee [APMC]:

Agriculture Produce Market Committee (APMC) is established to provide platform for buying and selling of agriculture produce in the State. APMC is a place where farmer brings his agriculture produce for selling through the commission agent. Major objectives of APMCs are to help the farmer to get the remunerative price for his produce and to provide necessary infrastructure facilities to farmers, commission agents, traders and market functionaries, to carry out the day to day transactions. Total 904 (304 main & 600 sub) regulated markets (APMCs) are in existence and more than 250 commodities are notified in the State.

3) MSAMB-IT department (Since 1990):

MSAMB is pioneer in the country for implementation of Information and Communication Technology (ICT) in the field of Agricultural Marketing, in the State. MSAMB has independent IT Department with well-established tier-3 data center, at head office, Pune. Datacenter comprise of twelve servers (servers - web, mail, application, database, backup, eOffice, etc.), router, firewall, 2MBPS dedicated leased line, 5 TB SAN storage. Web based online applications (26) are hosted in the Datacenter for various activities of MSAMB and APMCs. These applications are developed using Visual Studio 2003/ 2010 (ASP.NET, Frame work 1.0 & 4.0 & Crystal Reports 13) with SQL 2000/ 2008 R2 database and hosted at MSAMB datacenter. MSAMB has licenses for Visual

Studio & SQL. Datacenter is managed by IT experts of MSAMB. Present manpower in IT department is Asst. General Manager (IT), Manager (Database), Manager (Implementation), Programers, Jr. Programers, Data Entry Operators. Local Area Network (LAN) of 80 computers with Broad Band Internet connection of 16 mbps has been established in the head office. Similarly, Laptops, Computers & Broad Band Internet facilities are provided to 8 division and 30 district offices of MSAMB. All laptops and desktops are Core i-5 with 4 MB RAM and 500 GB HDD.

4) **MARKNET Project (APMC Computerization):**

MARKNET- Market Network Project was initiated in the year 1991-92. MARKNET is a network of computerized APMCs in the State. Under this project MSAMB has computerized APMCs and connected through internet. Objective of the project is to compile and disseminate market arrivals & prices for the benefit of farmers. Computers and internet facilities have been provided free of cost to 294 main markets and 66 sub yards. Presently, each APMC has minimum 2 computers with BSNL broad band Internet. APMCs are using these computers for daily data upload on MSAMB web site (www.msamb.com) and office work. The website provides latest information about various project, schemes and activities carried out by MSAMB. The web site has average 30000 hits per day. Major feature of this website is online current and future prices of agriculture commodities. Website is accessed 24 hours. Daily major traffic is between 2-6 pm.

Free email facility has been provided to all APMCs through MSAMB mail server (ZIMBRA Open Source Mail server) at MSAMB data center. Daily correspondence and Information exchange between MSAMB and APMCs is being carried out through this email facility. This has saved the time and cost of information exchange between MSAMB and APMCs.

MSAMB IT Department has provided basic computer training to 1300 staff (Secretaries, Computer Operators, etc.) of APMCs, in the state. IT team is coordinating with all APMCs for daily data upload to MSAMB web site. Similarly, guidance/ support has been provided for problem related to computer hardware and software.

II) Overview:
1) MSAMB has initiated next phase of computerization in the field of Agricultural Marketing, the State and decided for computerization of complete workflow (i.e. Arrival, auction process & dispatch of agri. produce in the market and office automation) of all APMCs, in the State. Whereas, in first phase it proposed for computerization of 100 APMCs, in the State. It is envisaged to appoint a Service Provider to provide services for following activities;

A) Study identified APMCs of "A", "B" & "C" class to understand the required computer hardware and software for Computerized Auction System & Office Automation (CAS&OA) and integrated MIS of CAS&OA & CBS for 100 APMCs.

B) Design, Development, Testing, Implementation, Training & Support of web based Software and mobile application for Computerized Auction System & Office Automation (CAS&OA) and MIS for Computerization of 100 APMCs, in the State, with source code & IPR of Software for all APMCs of Maharashtra State will be vested with MSAMB.

2) **Brief about activities are as follows:**

A) **Computerization of APMCs in the State:**

In continuation of the efforts for implementing ICT in the field of Agriculture Marketing, one of the important market related reforms, MSAMB has initiated a Project for computerization of auction process of Agriculture commodities both perishable & non-perishable (from arrival till dispatch of commodities) and office activities of APMCs, in the State. It is expected to design & develop interactive web based software and implement to automate all process being carried out at various stages in field and office of APMCs. (i.e. data entry of farmer's details & agri. produce at gate entry, weight of produce, auction process, cess assessment, farmer's payment, dispatch of produce from APMC, etc. and various application for office activities). This will help in bringing the effectiveness and transparency in auction process of APMCs. Computerized Auction System will assist in providing timely payment and better realization to the farmers. The system may reduce the time taken for the movement of agriculture produce from arrival till dispatch from the APMC. This will help to minimize the postharvest losses. Automation of office activities will bring effectiveness, transparency and better control on various functions of APMCs. Design & development of web based software and mobile application shall be carried out considering arrivals of Agri. commodities, selection of perishable & non-perishable commodities, process of record keeping for arrivals & dispatch of agri. produce, volume of arrivals in season & off-season, number of farmers involved, commission agents, traders, auction system, etc. of identified APMCs. Similarly details about office activities shall be taken into consideration

It is proposed to provide the interactive web based software & mobile application for Computerized Auction System & Office Automation (CAS&OA) and MIS software to 100 APMCs, in the State, with source code & IPR of the Software for all APMCs of Maharashtra State to MSAMB. Therefore, MSAMB has decided to engage Service Provider for providing Services for study, design, development, testing, implementation, training & support of interactive web based Software and mobile application for Computerized Auction System & Office Automation (CAS&OA) and integrated MIS of CAS&OA & CBS for Computerization of 100 APMCs, in the State, with source code & IPR of the Software for all APMCs of Maharashtra State to MSAMB. It is proposed to developed web based Software for CAS&OA and integrated MIS of CAS&OA & CBS for Computerization of 100 APMCs, through competent Service Provider. This web based software of CAS&OA & MIS will be hosting at Data Center of MSAMB for access to all APMCs, through centralized system. Similarly, for ease of day-to-day operations like data entry of farmer's details

at Gate Entry, Price Quote Entry by buyer/ trader during auction process, etc. through computerized system, a Mobile App. is essential to enter the real time data into the system. It is proposed that the successful Bidder shall also provide functionality of CAS&OA and MIS in the form of Mobile App(s). This App. will be used on smart phones, tabs at gate entry & quote entry for smooth operations at these levels.

Presently, the auctions in the Agricultural Produce Market Committees (APMCs) take place through traditional 'out-cry' method, and there is a scope for improving the efficiency and transparency in the auction process in APMCs. The auction process in the APMC comprises of the business procedures such as: (i) the arrival of produce, its movement & recording thereof, (ii) the weighing of the produce, (iii) the auction of the agricultural produce, (iv) the cess assessment and recovery (v) the payment of the sale proceeds to the farmer, (vi) the dispatch of produce to trader / commission agent, (vii) the record keeping in the APMC office. The main objective is to bring in efficiency & transparency in the process of auctioning, which will enable the farmers to get better price for his produce.

The Computerized Auction System & Office Automation (CAS&OA) is an innovative project for the APMCs, as well as, for the users. Therefore, active participation of the users, i.e. the traders, the commission agents, the farmers and the APMC staff, is essential for the success of its implementation. Further, the present 'out-cry' system of auction is in practice in the APMCs since long. Thus, some changes are also required to be made in the present process in order to adopt the Computerized Auction System (CAS) & Office Automation (OA).

Expected beneficial outcome:
Government/ MSAMB/ APMCs:
- Improved & transparent in auction process for the benefits of farmers.
- Effective & transparent office functions of APMCs in the State.
- Better monitoring, coordination, control on APMCs.
- Dissemination of real time market information for the benefits of farmers and market functionaries.
- Better decision support system for agricultural marketing.

Farmers:
- Transparent auction process for selling agriculture produce.
- Better realization for agri. produce and timely payment

Commission agent & traders
- Improvised & effective auction process

Transporter
- Better planning, arrangement and management of logistics.

**Integration of the CAS&OA with other IT interventions:**

The output data of the CAS will be one of the inputs for the farmer enabling IT interventions proposed in APMCs, viz., the Market Information Displays (MIDs). Similarly, information regarding cess is required to be accessed from Common Accounting System installed at APMCs. Therefore, the proposed CAS&OA is expected to include the functionality of sharing of such data and information. The Computerized Bidding System (CBS) has been implemented at 5 APMCs under World Bank Project (MACP). IT is proposed for the integration of information of CBS with CAS&OA for MIS.

Description of Computerized Auction System Software:
The Computerized Auction System & Office Automation (CAS&OA) in the Agricultural Produce Market Committees (APMCs) comprises of automation and the online recording of: (i) the arrivals of agricultural produce in the APMC, (ii) the auction process, (iii) the price declaration and dissemination, (iv) the cess assessment and tracking of cess collection, (v) the farmers' receipt, (vi) the dispatch of the agricultural produce, and, the related APMC office records.

The implementation of the CAS&OA depends on various factors, including the numbers & varieties of the commodities, the quantum of arrival of produce handled through the system, and geographical area of the market. With a view to streamline the process, initially a market specific non-perishable commodity (like wheat, jawar, bajara, or maize, etc.) shall be identified for the implementation. Also, the requirement assessment of the IT infrastructure in the APMC will be based on the quantity of arrivals, its type, size and the geography of the market.

Proposed Solution Overview:
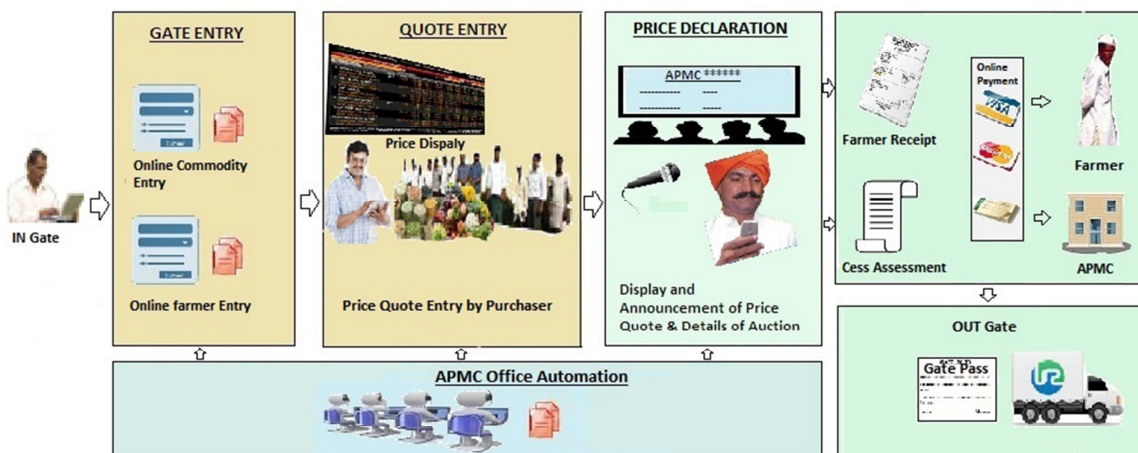
Functionality of the Computerized Auction System & Office Automation (CAS&OA) Software *(indicative list)***:**
With a view to automate the processes in the APMCs, beginning with recording of the arrivals of the agricultural produce up to the completion of the dispatch of the agri. produce in the market and office activities, the Computerized Auction System & Office Automation (CAS&OA) is broadly divided into following stages.

(a) **In Gate Entry:** The information regarding date of arrival, the name & place of the farmer, contact details, commodity details, the quantity of the commodity, the name of commission agent, vehicle details, etc. is to be entered in the system using the computers/Laptops/handheld devices/tabs installed at the identified entry-gate(s) of APMC. The successful Bidder shall provide facility of Mobile Application that can be used with Tabs, Smartphones, etc. for Gate Entry.

Minimum Functionality: (i) The CAS&OA shall have the functionality of the generation of the lot number, and the printing of lot slips at the gate entry. The lot no. shall be unique and the lot nos. shall be allotted for the next day, in case the produce arrives after the cut off time for the price to be quoted by the traders. (ii) The gate entry should start as soon as the produce arrives and shall continue till the end of the arrivals of the identified commodity. (iii) The hardware requirement for any particular APMC shall depend on the quantum of produce arriving in the market, number of farmers involved, and number of entry-gates at the particular APMC. The successful Bidder shall suggest the hardware requirement & specifications, including computers/laptops/handheld devices/tabs, UPS, printers, power backup, for the CAS implementation. In the eventuality of glut season, there is possibility of sudden increase in the quantum of produce and the no. of the farmers. In such scenario, to avoid the crowd and congestion of vehicles at the gate(s) of APMCs, the Bidder shall also suggest the appropriate alternate arrangements for gate entry.

(b) **Quote entry:** The trader / traders will enter his / their price quote/s after inspection of the lot/s at the auction platform. The Bidder shall provide facility of Mobile Application that can be used with Tabs, Smartphones, etc. for Price Quote Entry.

Minimum Functionality: (i) The CAS should have the facility for the trader/purchaser to enter his bid / quote from the Cabin near to auction platform or his office and obtain a printout of the same. The agency can suggest alternate mechanism / technology for easy entry of quotes by the traders. (ii) A time slot would be allotted for the traders to quote their prices. The time slot could be based on the quantum of produce arriving at the peak season and the working hours of the APMC. (iii) After the cut off time, entering the bids / quotes will be disabled.

(c) **Price declaration (real time):** The details of the highest bid / quote (winner) shall be declared by the CAS system after the time allotted for entering bids is complete.

Minimum Functionality: (i) The CAS&OA software should have the facility to generate a report for maximum price quoted by the traders for a particular lot. (ii) A separate login facility should be provided to the secretary, or to the authorized APMC official, to be able to generate the price declaration reports. (iii) There should be facility to disseminate the price declaration through the printing of the report and display on market information display (MID) system wherever available and through SMS to farmers and stake holders. (iv) The CAS&OA should include the facility of displaying live prices through market information display (MID) system. Similarly, daily arrival and price data (live or daily consolidated) shall be displayed on web site of MSAMB and mobile app.

(d) **Cess assessment:** The cess assessment will be done by the system and the requisite reports shall be generated.

Minimum Functionality: (i) There should be an independent login facility for the commission agent / weigh-man (mapari) in the CAS&OA to enter the actual weight of commodity traded after the price declaration. (ii) The CAS&OA software should have the facility to calculate the cess and generate a report for the commission agent for the cess amount to be paid by him. (iii) The APMC officials should have the facility to generate cess assessment reports for monitoring cess collection.

(e) **Farmer receipt:** The farmer receipt shall be generated by the system.

Minimum Functionality: (i) The CAS software should have the facility to generate a receipt for the payment to be made to the farmer.

(f) **Out Gate Entry:** The information regarding dispatch of agri. produce, vehicle details, name of trader farmer, gate pass, quantity of the commodity, etc. is to be entered in the system using the computers/Laptops/handheld devices/tabs installed at the identified entry-gate(s) of APMC. The successful Bidder shall provide facility of Mobile Application that can be used with Tabs, Smartphones, etc. for Out Gate Entry.

(g) **Office automation (Automation of day-to-day office activities of APMCs) :** To bring the effectiveness and transparency in the functioning of office activities, it is proposed to develop around 10 web based software modules and integrate with Computerized Auction System software.

Minimum Functionality: (i) The CAS&OA shall have modules for the following indicative office activities. The successful Bidder may increase the module based on the study of APMCs.

1. **Licensing:** For compilation/ modification/ deletion of data about license holders details (name, address, contact details, type, license period, renewal, etc.) of APMCs and MIS reports. Viz. Commission Agent, Traders, Hamal, Mapari, etc. Facility of SMS & email alert for renewal of license.
2. **Cess collection & monitoring:** As APMC is providing various facilities for selling & buying of Agri. commodities, on every trading transaction, APMC gets fee (i.e. Cess). Web based software module to be developed for monitoring the cess assessed, collection, recovery from commission agent. The application should have SMS & email alert facility and MIS reports.
3. **Human Resource Management:** For complete employees information viz. ervice book, capacity building, attendance, leave records, etc. with appropriate MIS reports.
4. **Gate management:** For in & out gate management with various reports (MIS).
5. **Statistics:** APMCs are maintaining statistical and administrative information on weekly, monthly and yearly basis. Web based software module to be developed for compilation, maintaining, modifying this information with appropriate reports (MIS.

6. **Investments & loans:** For maintaining track record of various investments and loans of APMCs. This module should have facility of alerts and appropriate reports (MIS).
7. **Asset management:** For maintaining management of various assets of APMCs with appropriate reports (MIS).
8. **Recoveries:** For collection & monitoring various recoveries of APMCs (e.g. rent of shops provided for traders, etc.)
9. **Members information & elections:** For compiling & maintaining board members information and track record of elections of APMCs with reports (MIS).
10. **Financial Accounting:** Integration with existing Tally software for various financial reports with MIS.

Financial Accounting module should have facility to import/export data from the exiting Tally software of Common Accounting System. A separate login shall be provided for APMC officials in the CAS&OA and MIS software for accessing these modules. Above stages are the minimum requirement proposed for the system. The successful Bidder may propose some additional features/technology for the same.

General System Functionality and Requirement: (i) The CAS&OA system should be fully operational with the down time not above the prescribed limit with reference to the best in industry standards and SLA. Any deviation or default in this will lead to attracting penal action as per the contract agreement in this regard. (ii) The proposed software for the system shall be web based, hosted on the server at the MSAMB Datacenter and should be accessible through the individual login-ids to the APMCs for the above activities (i.e. it will follow essentially the Central Architecture and necessary compliances). (iii) A separate login-id should be provided to the officials of APMCs for an access to the various reports of the CAS&OA for monitoring purpose. (iv) MSAMB should get important reports generated through the system through independent login.

Initially, this system is proposed for the 100 APMCs. The bidder is advised to obtain on their own all the relevant information for making their proposal responsive. The bidder may visit (at their own cost) to APMCs and obtain necessary information for submitting the proposal.

Business Process Flow:

The typical business process flow of the Computerized Auction System (CAS) is as follows:

```
                    ┌─────────────────────────┐
                   (  Date, name & place of the )
                   (  farmer, commodity, quantity,)
                   (  name of Commission Agent  )
                    └─────────────────────────┘
                                │
                                ▼
  ┌───────────┐      ┌──────────────────────┐      ┌───────────┐
  │ Farer Slip│ ◄────│  In Gate Entry Process│ ────►│ Lot Slip  │
  └───────────┘      └──────────────────────┘      └───────────┘
                                │
                                ▼
                     ┌──────────────────────┐      ┌───────────────┐
                     │ Price Quote entry by  │ ────►│ Trader Quote  │
                     │ Trader                │      │ Report        │
                     └──────────────────────┘      └───────────────┘
                                │
                                ▼
                     ┌──────────────────────┐      ┌───────────────┐
                     │ Price Declaration     │ ────►│ Max. Price    │
                     │ Process               │      │ Report        │
                     └──────────────────────┘      └───────────────┘
                                │
                                ▼
                     ┌──────────────────────┐      ┌───────────────┐
                     │ Cess Assessment       │ ────►│ Cess Assessment│
                     │ Process               │      │ Report        │
                     └──────────────────────┘      └───────────────┘
                                │
                                ▼
                     ┌──────────────────────┐      ┌───────────────┐
                     │ Process for Farmer    │ ────►│ Farmer Receipt│
                     │ Receipt               │      │               │
                     └──────────────────────┘      └───────────────┘
                                │
                                ▼
                     ┌──────────────────────┐      ┌───────────────┐
                     │ Out Gate Entry        │ ────►│ Gate Pass     │
                     └──────────────────────┘      └───────────────┘
```
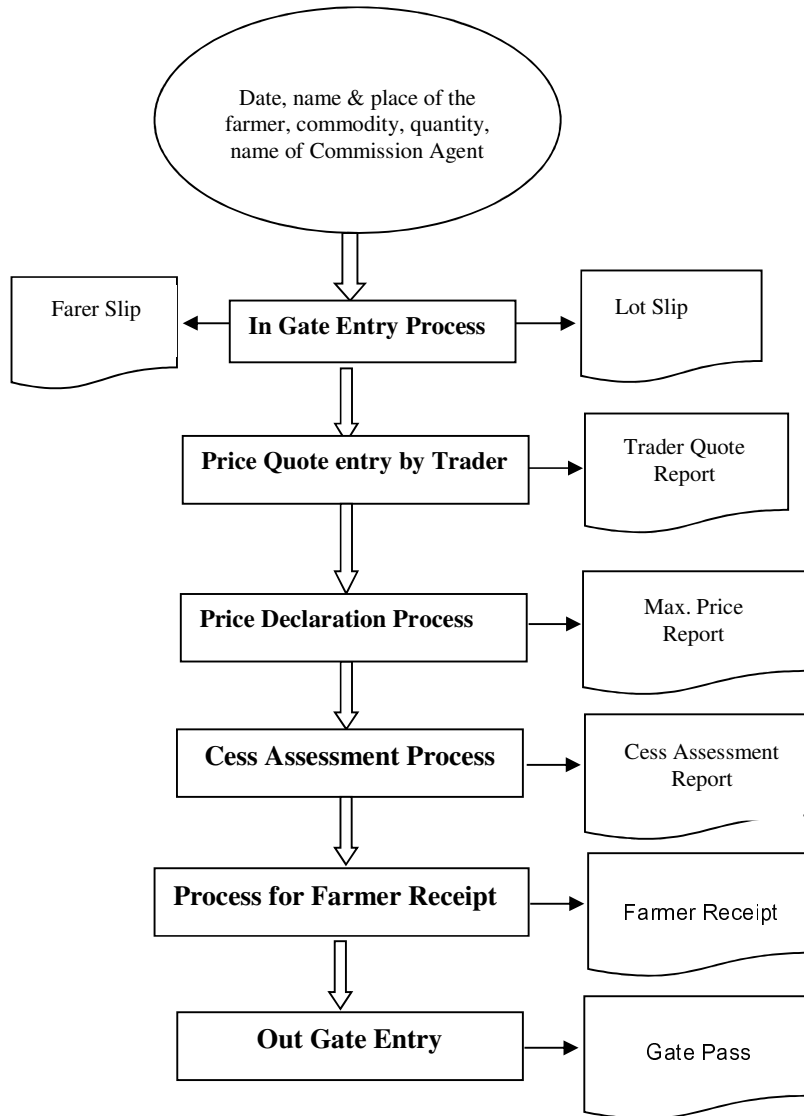
B) MIS of CAS&OA & CBS :

MIS of CAS&OA & CBS is necessary for monitoring the activities of APMCs and decision support. This will help in consolidation and analysis of the data and monitoring the computerized auction process and office automation of APMCs. Similarly, this system will provide various MIS reports to the top management and Govt. for decision making. It is proposed to develop MIS in such a way that monitoring of CAS&OA should be possible at district, division & head office of MSAMB. Data generated through this system will be used for dissemination through website, SMS, Mobile Apps., Market Information Display and CSC.

III) Objectives:

The objectives are as follows:

A) Study of identified APMCs from each "A", "B" & "C" class to understand the requirement of software modules to be developed for implementation and support of the web based software and mobile Application for CAS&OA and integrated MIS of CAS&OA & CBS. Assessment/ survey of required computer hardware & peripherals for proper and smooth functioning of web based software and mobile Application for CAS&OA and integrated MIS of CAS&OA & CBS at each APMC under the Project.

B) Design, development, testing, implementation, training & support of web based Software for Computerized Auction System & Office Automation (CAS&OA) and MIS of CAS&OA & CBS for Computerization of 100 APMCs, in the State, with Source Code and IPR of the Software for all APMCs of Maharashtra State to MSAMB.

IV) Scope of Work:

The successful Bidder will be responsible for the following specific tasks to be performed;

A) Study of activities of APMCs

i) Visit identified APMCs from "A", "B", & "C" class of APMCs for study of field & office activities, business process and their requirement. The list of 100 APMCs is given in ANNEXURE-I.

ii) Study of business process, various activities, including the procedures of record keeping for arrivals & dispatch of agri. produce, the volume of the crop wise arrivals in season & off-season, the number of farmers, commission agents and traders, the weighing process, the auction system & auction sites, the office activities & record keeping, the payment system, business process, map power for support, etc. It also includes the minimum functionality and an indicative list of the arrangements required for the proposed web based software and mobile application for Computerized Auction System & Office Automation (CAS&OA) and MIS of CAS&OA & CBS for APMCs.

iii) GAP Analysis (assessment/survey) of required hardware, software, network equipment, Wi-Fi survey, power backup, internet connectivity with specifications of all equipment for APMCs and central servers, storage, leased line & other accessories at MSAMB Data Center. All hardware items will be procured separately. Selection of the commodities (e.g. wheat, jawar, bajara, maize, Soybean, Chana, etc.) to be covered for the system.

iv) Work out criteria-based implementation models for establishment of LAN, WiFi and the CAS&OA and MIS System at the "A", "B", "C" class of APMCs. Some of the suggested criteria for this may be the types of the commodities to be covered, the volume of commodities, the number of farmers, commission agents, traders and the geography of the market. These implementation models will guide for procurement of the required IT hardware, system software, network equipment & connectivity, power backup, establishment of LAN, WiFi for the CAS&OA system in each APMC under the Project.

v) Prepare detailed study/ GAP analysis report, Project Implementation Plan (PIP), detailed Software Requirement Specifications (SRS) report. Submission of these reports to MSAMB for approval. Presentation of these reports to MSAMB authority. If required make changes/ modifications and re-submit, present for approval. The System Requirement Specifications (SRS) should be prepared as per the latest version of the IEEE Standards.

vi) Coding of web based software and mobile application for CAS&OA and MIS shall be started only after finalization and sign off on SRS from MSAMB.

B) Design, Development and Hosting web based software & mobile app of CAS&OA:

i) Design, development of interactive web based software for CAS&OA system and MIS of CAS&OA & CBS with adherence to e-Governance Policy of State & Central Government, Directorate of IT, Maharashtra and required security compliances. Certifications of the software will be undertaken by the agency appointed by MSAMB. The web based application software solution should be Unicode compliant for user interface. It is expected to be in Marathi and English (India) languages. The web based software should be browser independent. The software should have facility of adding commodities as and when required for Computerized Auction Process. The source code & IPR of Software for all APMCs of Maharashtra State to be provided to MSAMB.

ii) The Application must have integrated security/ monitoring features with the following;
   a) Definition of Roles and Users
   b) Define Role-wise add/ edit/ view/ delete rights for each Entry Form/ Report in all modules
   c) Digital Time and User Stamping of each transaction

iii) Design, development of Mobile Application for CAS&OA system and MIS with adherence to e-Governance Policy of State & Central Government, Directorate of IT, Maharashtra and required security compliances. Certifications of the software will be undertaken by the agency appointed by MSAMB. The Mobile Application should be Unicode compliant for user interface. It is expected to be in Marathi and English (India) languages. The Mobile Application should be compatible with all smart phones and it's operating systems. The software should have facility of adding commodities as and when required for Computerized Auction System. The source code & IPR of the Software to be provided to MSAMB.

iv) During the software development (web based & mobile App.), include in the CAS&OA, the functionality of integrating the information from other IT related application like Market Information Display (MID), Common Accounting System (CAS), Computerized Bidding System (CBS) of MACP, web site of MSAMB & MACP.

v) Incorporate in the web based software & mobile App. of CAS&OA, the functionality of information dissemination through SMS alerts, Information Displays (LEDs-LFD), Emails, Mobile Apps to farmers and all stake holders. Provision of event based interactive SMS service should be included in the

software. (i.e. on request price information to farmer, display of lot slip/no through SMS on farmer's mobile, etc.)

vi) Incorporate in the web based software & mobile App. of CAS&OA, the functionality of payment gateway for online payments.

vii) Host the web based CAS&OA system and MIS software in the Data Center of MSAMB. Specifications of existing servers is HP P560 Server, 4 processor CPU Xeon E5 4640 8.oTB QPI, 64 GB RAM, 600GB HDD(300*2 2.5" SAS HDD) Raid 1 (Mirror used 300gb) with 5TB SAN Storage and Backup Facility. Internet leased line 10 mbps (1:1) on Optic Fiber Cable. Considering the scope and real time functionality of CAS&OA software, the successful Bidder can suggest for additional requirement of servers, necessary equipment and connectivity with specifications.

C) **Application Software Certification from STQC or CERT-IN Empanelled Agency:** During the Pilot testing, the bidder shall undertake testing and certification of the Software by the Standardization Testing and Quality Certification (**STQC**) or CERT-IN Empanelled Agency, appointed by the Client. Certification must be obtained before completion of roll-out.

D) **Testing of web based Software & Mobile Application of CAS&OA & MIS:**
   i) **Application testing at MSAMB:** Before the pilot testing at one APMCs, the web based software and mobile application should be tested at IT Dept. of MSAMB as given below;
      a) Prepare test cases, approach and plan for testing web based software & mobile app. using test data. Get the plan approved by the Client before proceeding for testing.
      b) Perform the testing of web based software & mobile app. based on the approved test plan.
      c) Prepare test report, submit a report and fixing of the bugs found during testing.
      d) Submit final test report to the Client for approval.
   ii) **User Acceptance Testing of web based Software & Mobile App. of CAS&OA & MIS at one APMC (Pilot Testing):** The goal of User Acceptance Testing is to ensure that the proposed web based software & mobile App. works for users with all required functionalities as defined in RFP.
      a) If APMC does not have required computer hardware and peripherals, the successful bidder has to arrange necessary computer hardware, peripherals at one APMC without any additional cost to conduct the pilot testing.
      b) Design Test Cases for testing web based software & mobile app. using real data.
      c) Prepare the testing approach, plan and take approval of the Client before proceeding the testing.
      d) Perform Pilot Testing of all functionalities of web based software and Mobile App. of CAS&OA system and MIS of CAS&OA & CBA at one APMC, based on the approved test plan.
      e) Prepare the test report, submit a report to Client for approval.

    f) Perform fixing of the bugs found during testing.

    g) Submit final test report to the Client for approval.

    h) If the final test report is not satisfactory, then, the successful Bidder has to go repeat the pilot test.

E) Training and capacity building:

Training and capacity building of commission agents, traders and staff of APMCs & MSAMB is an important aspect of this Project. The successful Bidder has to undertake it in a very professional manner. The successful Bidder must impart training to the personnel identified by the Client, in the operation of the software, generation of MIS reports and maintenance of user Logins etc at APMCs and MSAMB level. The successful Bidder has to conduct a proper Training Needs Analysis of all the concerned staff and draw up a systematic training plan in line with the overall project plan. For all these training programs the bidder has to provide necessary course material and reference manuals (user/ maintenance/ administration). The language of training manual should be in Marathi.

The Bidder shall ensure that all the training handouts are provided in hardcopy to the participants. Training should be of 8hrs/ session. The space, projector with screen for the centralized training will be provided by MSAMB. For the onsite training, space will be provided by APMCs. If required, the requisite training infrastructure like laptop, projector with screen shall be arranged by the successful Bidder

The trainings should be of two types:

i) Functional Training:

This training should focus on the usage of web based software and mobile application of CAS&OA and MIS, so that, the users are aware of all the operations of the software systems, ensuring a smooth run of arrivals, auction process, dispatch of agri. produce in the APMC and office operations. It should be covered for each of the functional module. Functional training should be conducted at 2 levels i.e. Centralized training at MSAMB and Onsite training at 100 APMCs. Centralized training has to be conducted before go live and onsite training should be conducted after go live.

a) Centralized Training at MSAMB, Pune:

    1. Two days full day (1st day for APMC staff & 2nd day for commission agents & traders) training for one batch of 10 APMCs with APMC staff (3), MSAMB staff (1), Commission Agents (2) and Traders (2) associated with each APMC, to be conducted. Total 100 APMCs are to be covered.

    2. MSAMB officials will guide and motivate the trainees for adaption of computerized auction system and office automation. The queries regarding adaption of new system will be answered.

    3. The officials of the successful Bidder will explain actual functionality of gate entry, quote entry, price, declaration, cess assessment, farmer receipt and office automation through demonstration of web based software and mobile application. Question answer session.

    4. Total 10 training programs to be conducted with training material (user manuals, etc.) to each participant in Marathi language.

b) Onsite training at 100 APMCs in two phases - first before rollout & another after rollout:
    1. Three days onsite full day training to be conducted for staff, commission agents & traders at each APMC and MSAMB staff in the lot of 10 APMCs about handling the web based software and Mobile App. of CAS&OA and MIS. Average 150-200 participants per APMC to be considered. Total 100 APMCs are to be covered.
    2. Actual hands of training with real data at gate entry, quote entry has to be provided to concerned APMC staff, commission agents and traders, with the web based software and mobile app.
    3. Process of price declaration, cess assessment and farmer's receipt has to be explained with actual demonstration of the web based software and mobile app.
    4. Live demonstration should be given for reports generation and MIS of the system
    5. Onsite training should be provided in such a way that each APMC should be able to adapt Computer Auction System & Office Automation for effective and transparent process of field and office activities.
    6. Training material (user manuals, etc.) to be provided to each participant in Marathi language.

ii) Administrative Training at MSAMB, Pune.
    a) Three days training should be conducted for the IT experts of MSAMB (10) at head office, Pune.
    b) This training should focus on following;
        1. Administration of web based software and mobile application and it's database
        2. Data backup & retrieval mechanism.
        3. Management of server, storage, backup, network infrastructure related to web based software and mobile app. for CAS&OA and MIS.

No.	Participant details	Batch Size	*No of trainees to be trained (Approx.)	*No. of session per batch
1	Capacity building, motivation, demonstration of web based software and mobile app., for implementation of CAS&OA and MIS at central location at MSAMB, Pune.	80	800	2
2	**Before roll-out of CAS&OA & MIS -** Onsite training for handling the web based software and Mobile App. of CAS&OA and MIS.	150	15000	3
3	**After roll-out of CAS&OA & MIS -**	150	15000	3

	Onsite training for handling the web based software and Mobile App. of CAS&OA and MIS.			
4	• Administration of web based software and mobile application and it's database • Data backup & retrieval mechanism. • Management of server, storage, backup, network infrastructure related to web based software and mobile app. for CAS&OA and MIS	10	10	3

Note:
a) *There can be a variation of 10% of number of participants to be trained thus bidder is required to take this into account.
b) Duration of each training session should be of 8 hours per day.
c) In case of onsite training at APMCs, the bidder is required to provide two times training.

F) **System Documents, User Documents**
The Successful Bidder will provide documentation, as the project undergoes various stages of implementation. Indicative list of documents include:
i) Project Commencement Documentation: Project Plan in giving out micro level activities with milestones & deadlines.
ii) Training Material: Training Material will include the presentations used for trainings and also the required relevant documents for the topics being covered.
iii) User Manuals: For all the Application Software Modules, required for operationalization of the system.
iv) System Manual: For all the Application Software Modules, covering detail information required for it's administration.
v) Project Plan
vi) Weekly review sheets
vii) Process document for the handover of source code and software executable for installation on production server
viii) Source Code versioning document
ix) Any other as mentioned in this tender.

Note: The successful bidder will ensure Upkeep & Updataion of all documentation and manuals.

G) **3rd Party Audits.**
The Client will undertake various 3rd party audits including Process, Quality & Security audits. Bidder should be responsible to fix any issues / bugs that may arise during these audits. This audit will be done by the Agency appointed by Client.

H) **Roll-out web based software and Mobile App. of CAS&OA system and MIS of CAS&OA & CBA -**
i. The web based software and Mobile App. of CAS&OA and MIS should be rolled-out in the lot of 20 APMCs in 5 phases to complete 100 APMCs, in the State. After

successful roll-out of first lot of 20 APMCs, roll-out process of next lot of 20 APMCs should be started. Required hardware, equipment & peripherals will be provided by APMCs for roll-out of the software.

ii. Roll out means start of real time work of in gate entry, quote entry, price declaration, dissemination of information, cess assessment, farmer receipt and out gate entry through the web based software and mobile application at each APMC. Roll-out will be treated as successful, only when commodities considered for Computerized Auction System (CAS) traded 100% of the quantity of arrival through web based software & mobile app. of CAS at each APMC during 60 days of roll-out, in the lot of 20 APMCs. However, the APMC should be able to add more commodities through CAS Software. The CAS software must have functionality to cover all perishable and non-perishable commodities traded at each APMC under the Project.

iii. Start the roll-out of CAS&OA and MIS at first lot of 20 APMCs after successful pilot testing of CAS&OA and MIS at one APMC. After successful completion of first lot of 20 APMCs, the successful Bidder will be allowed to start second lot of 20 APMCs, by approval of MSAMB and so on.

iv. Roll-out of CAS&OA and MIS at each APMCs should have following activities;

    a) Configuration of web based software and mobile app. for each APMC in the lot of 20 APMCs.

    b) Get the data entry done by the APMCs staff about commission agents, traders, etc.

    c) Start the real time process of data entry of farmers details at gate (i.e. gate entry), auction of the produce (i.e. quote entry), declaration of price through Information Display, SMS, Audio System, Web site, Mobile App., cess assessment, farmer receipt for payment to farmer and dispatch of argi. produce from APMCs (i.e. out gate entry).

    d) If necessary, under take changes/ modification in the web based software & mobile app. as per the requirement of APMCs, after approval from Client.

    e) Certificate from APMC authority for successful completion of roll-out.

v. Conduct one day refresher training for staff, traders & commission agents of each APMC.

I) Support of web based Software and mobile application of Computerized Auction System & Office Automation (CAS&OA) and MIS:

As a part of Post-Implementation services, the successful bidder shall undertake the following services for the period of one year from the date of successful roll-out certificate from APMC authority from each APMC of lot of 20 APMCs.

i. **Handholding Support (Post Roll-out)**

    a) Depute adequate Software Support Executives at each APMC for the period of one year, depending up the class of each APMC. These executives will be responsible for proper and smooth process at gate entry, price quote entry, price declaration, cess assessment, farmer receipt, out gate entry and office automation for day to day functioning of APMCs. These executives should

trouble shoot all issues related to web based software & mobile application for CAS&OA & MIS.

b) Depute a dedicated Central Support Team and Help Desk comprising Project Manager, Team Leader, System Analyst, Database Administrator, Software Developer, and Software Support Help Desk Staff at central level for the period of 21 months. This team will be responsible to answer / resolve the queries related to software of APMCs as well as MSAMB staff. Similarly, this team will undertake change request/management, enhancement, software performance improvement, database management & support related to web based software and mobile application of CAS&OA and MIS.

c) **Minimum Functionality of the Help Desk service:** (i) The Help Desk service will include telephonic and email support, documentation of the FAQs, feedback system for assessing usage of the software. (ii) Provide timely feedback to the user on any problems that arise during the execution of the tasks detailed above. (iii) Conduct the User Satisfaction Survey, which shall be designed in consultation with MSAMB, and report the findings. Undertake improvement in web based software & mobile app. for CAS&OA and MIS in all respects, by taking in to consideration the findings of the User Satisfaction Survey.

V) Schedule for completion of task & deliverables by the successful Bidder:

The schedule of completion and the deliverables are as follows:

#	Activity	Deliverables	Duration in Working Days	Cumulative Working Days
A)	APMC Computerization			
1.	Study of identified APMCs.	• Visit & Study of identified APMCs from A, B, C class APMCs for understanding field and office activities of APMCs. • Study of CBS of 5 APMCs under MACP. • Submission of weekly progress report to MSAMB.	30 Days from signing of the Contract.	30
2.	Survey of APMCs	• Survey (assessment) of required computer hardware, network equipment, peripherals, leased line, UPS, power supply & backup, LAN, Wi-Fi survey, devices like tab, hand held for successful implementation and functioning of CAS&OA and MIS at each APMC. • Submission of weekly progress report to MSAMB.		
3.	Preparation of	• Preparation of detailed study/GAP	15	45

		analysis/ survey reports. • Preparation of detailed Software Requirement Specifications (SRS) reports in consultation with officials of MSAMB. • The System Requirement Specifications (SRS) should be prepared as per the latest version of the IEEE Standards. • This Study Report, along with other required information, shall have detailed Project Implementation Plan (PIP). • Submission of Study/ GAP Analysis report/ survey reports, Project Implementation Plan (PIP) & SRS report to MSAMB authority. • Submission of weekly progress report to MSAMB.		
Study/GAP analysis/ survey, SRS reports & PIP.				
4.	Presentation of Study/GAP analysis, SRS reports & PIP.	• Presentation of Study/GAP analysis/ survey, SRS reports and PIP to MSAMB authority. • If required make changes/ modifications and re-submit for approval. • Presentation and final approval.	15	60
5.	Design, development & hosting of web based Software and Mobile App. for CAS&OA & MIS.	• Design, development of web based software & mobile application for CAS&OA and MIS of CAS&OA & CBS with adherence to e-Governance Policy of State & Central Government, Directorate of IT, Maharashtra and required security compliances with certifications from authorized certifying agencies. • Delivery of web based software & mobile application for CAS&OA and MIS with source code & IPR of the software for all APMCs of Maharashtra State should be provided to MSAMB.	180	240

		• Successful hosting of the web based software & mobile application and database of CAS&OA, MIS at Data Center of MSAMB. • Submission of weekly progress report to MSAMB.		
6.	Pilot Testing of web based software and Mobile App. of CAS&OA & MIS at one APMC.	• Successful Bidder shall make an arrangement for required computer hardware, network & peripherals at one APMC for Pilot testing of web based software and Mobile App. of CAS&OA and MIS. • Testing of the web based software and Mobile App. of CAS&OA and MIS during actual working hours of arrivals, auction, weighment, dispatch of agri. produce and office activities. • Submit test report to MSAMB for approval. • Perform fixing of the bugs found during testing. • Submit final test report to the MSAMB for approval. • Delivery of successfully tested web based software & mobile application for CAS&OA and MIS with source code & IPR of the software for all APMCs of Maharashtra State should be provided to MSAMB. • Submission of weekly progress report to MSAMB.	30	270
7.	Centralized training for staff 100 APMCs at MSAMB.	• Successful bidder shall conduct two days full day (1st day for APMC staff & 2nd day for commission agents & traders) training for one batch of 10 APMCs with APMC staff, MSAMB staff, Commission Agents and Traders associated	30 Parallel to point 5.	270

		with each APMC about web based software and Mobile App. of CAS&OA at MSAMB, Pune. • Total 10 training programs shall be conducted. • Successful bidder shall provide training material (user manuals, etc.) in Marathi language to APMC staff during the training. • Successful bidder shall accommodate 2-3 staff members of MSAMB during each training batch. • Submission of weekly progress report to MSAMB.		
8.	Before roll-out onsite training for commission agents, traders, staff of APMCs & MSAMB for 100 APMCs.	• Successful bidder shall conduct three days onsite full day training for staff, commission agents & traders of each APMC and MSAMB staff in the lot of 10 APMCs about handling the web based software and Mobile App. of CAS&OA and MIS. • Successful bidder shall provide training material (user manuals, etc.) in Marathi language to APMC staff during the training. • Successful bidder shall accommodate 2-3 staff members of MSAMB during each training batch. • Submission of weekly progress report to MSAMB.	45 Parallel to point 5 after completion of 15 days (6 batches) of centralized training at MSAMB.	300
9.	Roll out web based Software & Mobile App. Of CAS&OA at 100 APMCs in the lot of 20 APMCs.	• Successful bidder shall roll-out web based software and Mobile App. of CAS&OA and MIS in the lot of 20 APMCs in 5 phases to complete 100 APMCs, in the State. • After successful completion of first lot of 20 APMCs, the successful Bidder will be allowed to start second lot of 20 APMCs by approval of MSAMB and so on. • Submission of weekly progress report to MSAMB & APMCs.	60 days for lot of 20 APMCs. (After completion of pilot testing of one APMC)	360 **days for** 20 APMCs. Another 240 days @ 60 days for 4 phases of the lot of 20 APMCs. (Total 600 days for 100 APMCs.)
10.	Administrative	• Successful bidder shall conduct	3 (After	---

	Training at MSAMB, Pune	three days training for the IT experts of MSAMB at head office, Pune, for • Administration of web based software and mobile application and it's database. • Data backup & retrieval mechanism • Management of server, storage, backup, network infrastructure related to web based software and mobile app. for CAS&OA and MIS. • Submission of weekly progress report to MSAMB & APMCs.	Completion of 45 days of Roll out of 1st Phase)	
11.	Support for lot of 20 APMCs after roll out of the web based software and Mobile App. of CAS&OA and MIS.	• The successful bidder shall provide support in the lot of 20 APMCs where roll-out is successfully completed & certified by the APMC & MSAMB authority. • The successful Bidder shall depute adequate software support executive at each APMC to provide support, troubleshooting about web based software & mobile application for CAS&OA & MIS. • Submission of weekly progress report to MSAMB & APMCs.	1 year from the date of successful roll out of lot of 20 APMCs.	965 days [2 Year & 7 Months].
12.	After roll-out onsite training for commission agents, traders, staff of APMCs & MSAMB for 100 APMCs.	• Successful bidder shall conduct three days onsite full day training for staff, commission agents & traders of each APMC and MSAMB staff in the lot of 10 APMCs about handling the web based software and Mobile App. of CAS&OA and MIS. • Successful bidder shall provide training material (user manuals, etc.) in Marathi language to APMC staff during the training. • Successful bidder shall accommodate 2-3 staff members of MSAMB during each training batch. • Submission of weekly progress report to MSAMB.	45 During support period. Parallel to point no. 11.	

VI) Duration:

The total duration of the Project will be for the period of 965 days (2 Years & 7 Months).

VII) Reporting arrangement:

The successful Bidder required to submit following reports:

i) **Weekly Status Report**
The successful Bidder to provide MSAMB with a weekly status report that gives an overall summary of the following:
a) Project progress
b) On-going activities
c) Location wise functionality wise issues
d) Completed tasks
e) Upcoming milestones and releases
f) Bug fixing
g) Risk identification and mitigation plan
h) Action items across different application areas
i) Status of issues resolved

ii) **Monthly Review Meeting**
Metrics will be tracked by the successful Bidder, summarized in a dashboard format, and discussed in a monthly meeting. This activity includes the following:
a) Tracking unresolved issues from maintenance projects which impact the SLA
b) Updating maintenance project progress and resolving critical issues
c) Capturing agreements and disagreements and items needing escalation

iii) **Quarterly Review Meeting**
A quarterly review meeting will include the following:
a) The SLA will be reviewed with managers involved and an amendment addendum will be created if required
b) Review process will be through teleconference or face-to-face meeting session which will be booked in advance

VIII) Payment Terms:

A) **APMC Computerization**

#	Completion of Activity	Payment
1.	Final sanction for detailed Study, GAP analysis, Survey and SRS reports and PIP by MSAMB.	2% on total cost of the Project
2.	Design, development with adherence to e-Governance Policy of State & Central Government, Directorate of IT, Maharashtra, delivery, testing, hosting & implementation of web based Software and Mobile App. of CAS&OA and MIS at MSAMB Datacenter, with source code & IPR of the Software for all APMCs in Maharashtra State will vest with MSAMB and completion of pilot testing of web based Software and Mobile App. of CAS&OA at one APMC. Required security compliances with certifications from authorized certifying agencies appointed by MSAMB.	

3.	Successful completion of Two days centralized training for commission agents, traders and APMC & MSAMB staff with training material in the batch of 10 APMCs for 100 APMCs, at MSAMB, Pune.	
4.	Successful completion of Before roll-out, three days onsite (at APMCs) training for commission agents, traders and APMC & MSAMB staff with training material in the lot of 10 APMCs for 100 APMCs.	2% on total cost of the Project
6.	Payment of 14% on trading of 100% quantity of minimum 2 commodities through CAS software (successful Roll out) during 60 days at each APMC of each lot of 20 APMCs. Total 5 phases of roll-out in the lot of 20 APMCs for 100 APMCs. The payment will be made after successful completion of each lot of 20 APMCs and so on. (i.e. 14% x 5 phases = 70%)	70%
7.	**Post Implementation Support:** *Performance based monthly payment for one year post implementation support in the lot of 20 APMCs for 100 APMCs for web based software & Mobile App. of CAS&OA and MIS. Payment of Rs. 0.27 % per month in the lot of 20 APMCs where roll out is successfully completed, will be made, as per following Table-1.	16%
8.	10% Payment will be made after completion of one year post implementation support or release against Bank Guarantee of 10% amount.	10%
	Total	**100%**

*Performance Based Payment of CAS&OA:

The performance of the Successful Bidder must be gauged on timely submission of Monthly MIS Reports and approved by APMC authority, as per the **list mentioned in the Annexure-II,** for each APMC by the successful Bidder. The payment to the successful Bidder for the performance based payment (per APMC) will be as per the table-1 below:

Table-1

No.	Total Reports Submitted per APMC to MSAMB each Month	Payment towards performance
1.	50 MIS Reports	100% Payment
2.	40 MIS Reports	80% Payment
3.	30 MIS Reports	50% Payment
4.	25 MIS Reports	25% Payment
5.	(less than) < 30 MIS Reports	0% Payment

All payments will be subjected to tax deduction at source as applicable at the prevailing tax rates. The decision of Managing Director, MSAMB in this regard will be final and binding and no disputes in this regard will be entertained.

Note: List of reports for MIS of MSAMB will be incorporated in the contract document as per the contract negotiation with successful Bidder**.**

IX) Key Professional Staff:

The Bidder shall have a team of following minimum key professional staff, having minimum qualification & experience given bellow, to plan & execute large scale state level IT projects.

No.	Designation	Qualification	Duties
1	Project Manager (PM)	M.Tech/ B.Tech/ MCA/ MBA/ MCS/ B.E. with minimum 10 years of experience in large scale IT Project Management (Documentation, Web based software development, testing, implementation, training & support. MIS system, Hardware procurement & implementation) Management.	PM shall have effective coordination between MSAMB, APMCs & project team. PM will be responsible for; • Conduct detail study, GAP analysis of activities of APMCs for implementation of web based software & mobile app. for CAS&OA & MIS. • Preparation & finalization of study report. • Presentation of study/gap analysis, SRS reports and PIP. • Coordination for software development/customization, testing, implementation, training activities. • Coordination for software support activities. • Technical, non-technical and legal aspect of the Project activities. • Proper execution/monitoring software development for CAS&OA & MIS. • Training
2	Team Leader (TL)	M.Tech/ B.Tech./MCA/ MBA/ MCS/ MCM/B.E. with minimum 5 years of experience in large scale IT Project Management(Documentation, Web based software development, testing, implementation, training & support. MIS system, Hardware procurement & implementation) Management.	Coordination with PM, project team, and the team of MSAMB & staff of APMCs. TL will be responsible for; • Conduct study/gap analysis of various activities of APMCs for implementation of web based software & mobile app. for CAS&OA and integrated MIS. • Preparation, submission, presentation & approval of detailed study, gap analysis reports & PIP. • Assistance in selection process of hardware vendor. • Coordination for software development/ customization, testing, implementation, training activities. • Coordination for software support activities. • Proper execution/monitoring software development for CAS&OA & MIS.

3	System Analyst (SA)	BE/MCA/MBA/MCS/MCM with minimum 5 years of experience in analyzing & designing various software development Projects/ IT systems.	• Coordination with TL, the team of MSAMB & staff of APMCs for detailed study/gap analysis, design of the requirements for software development/ modifications/ changes, implementation of web based software & mobile app. for CAS&OA & MIS. • Analysis of present manual processes and proposed system design and preparation, submission, approval of SRS. • Report preparation, submission & approval. • Training.
4	Database Administration	BE/MCA/MBA/MCS/MCM with minimum 5 years of experience database administration & management	• Design database for web based software & mobile app. for CAS&OA and MIS. • Administration of database • Management of database • Coordination with software development & support time • Data back & retrieval mechanism • Training
5	Business Process Implementer	Graduate/ Post Graduate with Domain expertise in following areas for minimum 5 years - Business process analysis & reengineering work flow analysis, user acceptance coordination, etc.	• Coordination with project team and MSAMB, staff of APMCs for business process analysis & reengineering, work flow analysis, user acceptance in view of development of web based software & mobile app. of CAS&OA and MIS. Guide the project team for the same. • Assist in implementation of web based software & mobile app. of CAS&OA & MIS. • Training
6	Software Developer	BE, B. Tech., MCM, MCS, MCA with minimum 3-5 years of experience in web based software development with Java/Visual Studio 2010 (Asp.Net), Oracle/SQL 2008 Database, implementation, training & support.	• Assistance in preparation of detailed SRS report. • Design & development, modifications, implementation of interactive web based software & mobile app. for CAS&OA and integrated MIS. • Assist in testing of the software. • Assist in change request related to software • Guidance, support & training related web based software & mobile app.

7	Software Tester (Test Engineer)	BE, B. Tech., MCM, MCS, MCA with minimum 2 years of experience in web based software testing preferably Java/Visual Studio 2010 (Asp.Net), Oracle/SQL 2008	• Prepare test cases for user acceptance testing of web based software & mobile app. for CAS&OA & integrated MIS in consultation of Project Team and MSAMB IT experts. • Conduct software testing of CAS&OA & MIS. • Complete the process of user acceptance. • Report preparation, submission & approval by MSAMB.
8	Software/ Help Desk Support Executive	MCM/BCS/BCA/ B.Sc. or equivalent with minimum 2 years of experience in software operations, trouble shooting, support with latest tools & technologies	• Trouble shooting, guidance, assistance & support for web based software & mobile app. of (CAS&OA) and MIS. • Coordination with computer operators and staff of APMCs. • Assist in help desk support.
9	Hardware/ Network Engineer	B.E. with minimum 2 years of experience in computer hardware, networking (LAN, WAN, Wi-Fi, etc.). Assessment of HW, peripherals.	• Assessment of computer hardware, network equipment for LAN, WAN & Wi-Fi, peripherals, devices (eg. Tabs, hand held, etc.) • Survey for implementation of wi-fi for large campus.

X) Terms and Conditions:

   i. The Successful Bidder shall provide detailed schedule/plan for study, design, development, testing, implementation, training & support of the web based software and mobile app. for CAS&OA and integrated MIS in consultation with MSAMB.

   ii. It is compulsory for the key staff (PM, TL, SA, Developer, Soft. Tester, etc.) of the Bidder concerned with the APMC Computerization Project to undergo 5 days eGovernance Standards course conducted by DIT/ CDAC.

   iii. The Successful Bidder has to follow the list of APMCs given in ANNEXURE-I for study and assessment purpose.

   iv. Software and database should be inter operable and eGovernance standards issued by DeitY and DIT shall be folloed.

   v. The Successful Bidder shall use browser based/ web based architecture/technology for developing the various software applications needed. Web based software shall be browser independent.

   vi. As per the plan, the Successful Bidder shall design, develop, test, implement web based software and mobile app. for CAS&OA & MIS in continuous interaction with IT experts of MSAMB. These software should have integration with SMS, Payment & Email Gateways.

vii. The bidder shall adhere to e-Governance Policy of State, e-Gov standards published by Government of India and Directorate of IT, Maharashtra while developing the web based software and mobile application.

viii. The Successful Bidder shall integrate web based software and mobile app. of CAS&OA with other IT interventions at APMCs. Viz. Market Information Displays (MIDs), Common Accounting System, Computerized Bidding System, etc.

ix. The APMC should be able to increase commodities covered under computerized auction system as per the requirement, without any additional cost implication or modifications in the software.

x. Separate login facility shall be provided to MSAMB and APMC authority for accessing various reports for monitoring purpose. Also, the system shall generate some mails of important reports and sent it to the mail id given by MSAMB.

xi. Any software change request raised at local APMC shall be vetted by the Core Committee of MSAMB. Only upon approval of the Committee, any changes in software coding shall be allowed.

xii. The Successful Bidder shall provide exhaustive hands on training to APMC staff, about operations of CAS&OA and MIS with training material in Marathi. Similarly, training shall be provided to the staff of MSAMB about CAS&OA & MIS.

xiii. The Successful Bidder shall submit detailed operational manuals in Marathi for the products and services developed by them. These operational manuals shall be submitted at the time of supply and installation. The Successful Bidder shall also make available all such material, viz. manuals, case studies, and other learning resources, in electronic form.

xiv. The Successful Bidder shall improve/refine software applications of CAS&OA & MIS based on feedback from the users, in consultation with MSAMB.

xv. The Successful Bidder shall take care of technical, legal issues related software of CAS&OA.

xvi. The MSAMB shall have full copyrights on the sourced code of web based software and mobile app. of CAS&OA and MIS developed under the scope of this RFP, for use, redistribution, modification and sharing. The source code with IPR of all applications software developed shall be made available to the MSAMB in soft copy format with the copyrights (IPR) to MSAMB.

xvii. The sourced code of web based software and mobile app. of CAS&OA and MIS developed under the scope of this RFP shall be vested with MSAMB. Hence, any decision regarding replication in other State shall be taken by the competent authority of MSAMB.

xviii. The Software of CAS&OA and MIS shall be compatible for mobiles, tabs.

xix. Daily arrival and price data generated through CAS&OA shall be made available on MSAMB web site.

xx. Information dissemination to farmer using mobile or at Common Service Center (CSC) shall be ensured.

xxi. The Successful Bidder shall depute the personnel with adequate experience and competence for the study, design, development, testing, deployment, training and support of web based software and mobile app. of CAS&OA & integrated MIS.

xxii.   The installation of IT hardware & software at 100 APMCs shall be done under the supervision of the Successful Bidder in consultation with MSAMB.

xxiii. The Successful Bidder shall make arrangement of necessary IT hardware for pilot testing at no extra cost, in case APMC could not procured the hardware till the testing of the software of CAS&OA.

xxiv.   Penalty will be applicable as per SLA to the Successful Bidder for the delay in developed and implementation process of CAS&OA & MIS software and mobile app., if delay is on the part of the SP. Similarly, penalty will be applicable as per SLA to the Successful Bidder for the delay in the support of CAS&OA & MIS software, if delay is on the part of the SP. These penalty charges will be deducted from the payment to the Successful Bidder as per the payment schedule.

xxv.   Wherever the commercial software are required to be used for the development, the Successful Bidder shall use them at no extra cost.

xxvi.   The Successful Bidder shall provide training to the APMC personnel on Capacity Building on IT Skills.

xxvii. The hardware & system software required at the APMCs for establishing Computerized Auction Services & Office Automation would be procured, as per the hardware specifications provided by the Successful Bidder.

XI) User Group:

Expected concurrent users are 15000 (300 APMCs * approx. 50 users per APMC) and expected growth is 10%. Maximum internal users approx. 25000.

B) User Group Details of MSAMB & APMC:

Group Name	User Group Members	Indicative No. of Users
User Group-1	▪ Managing Director	1
User Group-2	▪ General Manager	2
User Group-3	▪ Deputy General Manager (Ho 3+8 Division)	11
User Group-4	▪ Assistant General Manager (HO)	10
User Group-5	▪ Manager (HO +8 Divisions)	10
User Group-6	▪ District Officers	34

C) User Group Details of 300 APMCs:

Group Name	User Group Members	Indicative No. of Users
User Group-1	▪ APMC Chairman	305
User Group-2	▪ APMC Secretary	305
User Group-3	▪ APMC Asst. Secretary	305
User Group-4	▪ APMC Staff	6000
User Group-5	▪ APMC Traders	120000
User Group-6	▪ APMC Agents	35000
User Group-7	▪ APMC Wightman	72000

XII)   Service Level Agreement (SLA): (Draft Agreement subject to change while signing the Contract)

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Successful Bidder to the MSAMB, APMCs for the duration of this contract period of the Project.

Timelines specified in the above section (**Schedule for completion of task & deliverables**) shall form the Service Levels for delivery of Services specified there-in.

Monitoring & Evaluation: The selected bidder shall provide and make use of an online web-based SLA tool for monitoring the services delivery and reporting the compliance level to the Client. This tool would be used by Central Support Team and Help Desk to log a call, update status closure of call, scheduled reports in approved format, compliance dashboard for various categories of services, etc as per the requirement of the Client.

Delivery Related SLA

No.	Service	Duration	Penalty
1.	Design, Development, Testing, Implementation, Training & Support of web based Software & mobile application for Computerized Auction System & Office Automation (CAS&OA) for Computerization of 100 APMCs, in the State, with source code & IPR of Software for all APMCs of Maharashtra State will vest with MSAMB.	180 days after approval of SRS.	Per day Rs.2000 for first 15 days. Per day Rs. 5000 for next 15 days. After 30 days, per day Rs. 10000. MSAMB reserves the right to terminate the contract, if penalty is more than 60 days.

User Support and Problem Correction
The following procedures will be used to respond to problems that are received by the Central Support Team and Help Desk. A problem is defined as an unplanned system event which adversely affects application processing or application deliverables.

Prioritization Approach
Service requests for problems received by the Central Support Team and Help Desk will be given a Severity Code from 1-3 based on how important responding to the problem is to the primary business of MSAMB as a whole, as well as the availability of workarounds. The Severity Code will be the basis for scheduling work on the backlog and assigning resources to the request.

Severity Code	Definition
1	A problem has made web based software & mobile app. of CAS&OA & MIS function unusable or unavailable and no workaround exists.
2	A problem has made an web based software & mobile app. of CAS&OA & MIS function unusable or unavailable but a workaround exists
3	A problem has diminished web based software & mobile app. of CAS&OA & MIS functionality or performance but the functionality still performs as specified in the user documentation.

Response and Resolution Times
Severity codes are used in order to determine appropriate response and resolution times. Response and resolution times are measured from when the incident is opened by the help desk. If the problem is not resolved within the defined timeframe, continuous effort will be applied until the problem is resolved.

Severity Code	Initial Response	Estimation Response	Subsequent Responses	Resolution
1	30 minutes	2 hours	Every 2 hours	8 hours
2	1 hour	8 hours	Every 4 hours	2 calendar days
3	1 hour	Next business day	Weekly	7 calendar days

Initial Response is when a ticket is opened and acknowledged by Central Support Team and Help Desk staff.

- **Estimation Response** is when the user that logged the ticket is informed of an estimated resolution time.
- **Subsequent Responses** is the frequency with which the user that logged the ticket is updated on the resolution status.
- **Resolution** is the point at which the problem is resolved and the application function is returned to a usable and available state.

Response and Resolution Service Levels

Type	Measurement	Penalty
Severity 1 Resolution	Less than 95% of Severity 1 problems are resolved in 8 hours.	5% of Monthly Payment
Severity 2 Resolution	Less than 95% of Severity 3 problems are resolved in 2 calendar days.	5% of Monthly Payment
Severity 3 Resolution	Less than 95% of Severity 4 problems are resolved in 7 calendar days.	5% of Monthly Payment
Response/Estimate	Less than 95% of Initial Response, Estimation Response, and Subsequent Response times are met.	5% of Monthly Payment

Application Availability
Availability is defined as the ability of an end user to access and execute any of the included application functions from a functioning workstation and live network connection. For an application to be available, all of its supporting systems must be operational.

Parameters	Business Hour Availability	Off-Hour Availability
Definition	06:00AM to 06:00PM, 12 Hours (On all days)	06:00PM to 06:00AM, 12 Hours (On all days)
Application Availability	99%	95%

Any additional outages must be scheduled and approved by the MSAMB/APMCs at least two weeks in advance, unless there is an emergency

Application Availability Service Levels

S No	Measurement	Penalty
1	Availability exceeds 99% in a monthly period	NA
2	Availability falls below 99% in a month during regular business hours	5% of monthly Payment

3	Availability falls below 99% for more than 2 subsequent month during regular business hours	Additional 2% of monthly payment
5	Availability falls below 95% in a month during off business hours	2 % of monthly payment

Note:
- Bidder to employ requisite tools to track & monitor the application availability and shall also submit the application availability logs to the Client every month.
- Also, the penalty defined in this section shall be used only when the website/ application are not accessible/ functional/ active but the hardware is functional at MSAMB, APMCs (Reports for hardware availability will be considered for evaluation of availability of application).

XIII) Non-Disclosure Agreement: (Draft Agreement subject to change while signing the Contract)

MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE & CONFIDENTIAL AGREEMENT is made at _____, ____day of_____, 20__ by and between:
_____, Located _____hereinafter referred to as the **"PARTY OF THE FIRST PART"** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and includes its successor and assigns) of the First Part
And

_____, Located at _____"**THE PARTY OF THE SECOND PART**" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Other Part
(The Party of the First Part and the Party of the Second Part are hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**")

The purpose of this agreement is to mutually work together for study, design, development, testing, implementation, training, certification & support of web based software and mobile app. for Computerized Auction System & Office Automation (CAS&OA) and MIS for Computerization of 100 APMCs, in the State, with source code and IPR of Software for all APMCs will vest with MSAMB and specify the clauses that are valid under a Non-Disclosure Agreement. This agreement is signed with the purpose of preventing unauthorized disclosure of confidential information, as defined and agreed upon by the cosigners. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information.

NOW THE MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Terms and Conditions:
1. Confidential information refers to any information that is disclosed by one party to the other, either directly or indirectly in writing, orally or by inspection of tangible or

intangible objects. Confidential information may also refer to any information that is disclosed to a party by third parties on the direction of the party who is a cosigner to the agreement. Confidential information does not include any information that the party receiving the information can prove was known earlier in a public capacity and was made available through no fault of the party receiving the information. Confidential information also does not include any information that was available to the receiving party before the signing of the agreement and therefore invalid under confidentiality restrictions. The company receiving the information is called the *Receiving Party* and the company disclosing the information is called the *Disclosing Party*.

2. The confidential information as disclosed by the party is not to be used for any commercial or otherwise beneficial purposes and is to be used only to be discussed between the two parties. The receiving party is not supposed to disclose the information to anyone other than the employees required to be privy to this information. The receiving party is not allowed to use the information to build any prototypes or other tangible objects that violate the confidentiality of the agreement.

3. The receiving party shall take utmost care to ensure that the confidential information received from the disclosing party is protected. All employees who have access to the information will be made to sign a similar non use and non disclosure agreement to protect the information. There will be no copies made of the information unless previously agreed upon. In an event that the confidential information is disclosed the receiving party will immediately inform the disclosing party.

4. The disclosure of confidential information does not in any way make either party obligatory of any transaction. Both parties reserve the right to termination of discussion as and when they contemplate important.

5. All information provided by the disclosing party is *as is* and there is no warranty about the accuracy of the same.

6. All documents and copies of the information will be returned to the disclosing party by the receiving party at the termination of the agreement.

7. Signing of this agreement does not give either of the parties the patent, mask work, or copyright of the confidential information.

8. This agreement is valid for a period of 3 year from the date on which the information is disclosed.

9. The agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This agreement is governed by the laws of the <u>Government of India</u>. This document contains the entire agreement between the parties. Any failure to enforce any provision of this agreement shall not constitute a waiver thereof or of any other provision hereof. This agreement may not be amended, nor any obligation waived,

except by a writing signed by both parties. Any and all disputes arising under or related to this Agreement shall be adjudicated exclusively in the courts of Pune, Maharashtra, India. The parties have executed this Non-disclosure Agreement as of the date first above written.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT BY THEIR AUTHORIZED REPRESENTATIVES ON THE DATE SIGNED BELOW.

PARTY OF THE FIRST PART
FOR AND BEHALF OF

_____

_____

Signature
Name: _____
Designation: _____
Date: _____

Witeness 1

Name:

Signature:
& Date：

PARTY OF THE FIRST PART
FOR AND BEHALF OF

_____

Signature
Name:_____
Designation: _____
Date: _____

Witeness 1

Name:

Signature:
& Date:

XIV) Responsibilities of MSAMB, APMCs:

MSAMB:

i. Coordination between the successful Bidder, authority of APMCs for successful implementation of the Project.
ii. Coordination with APMCs for detailed Study/ GAP Analysis/ Survey of APMCs.
iii. Approval for Study/ GAP analysis, SRS, PIP Reports.
iv. Approval for change request/management related to web based software and mobile app. of CAS&OA and MIS.
v. Provide place, projector and screen for centralized training of CAS&OA and MIS.
vi. Appointment of software certifying agency for certification of web based software and mobile app. of CAS&OA and MIS and third party audit.
vii. Monitoring the implementation of CAS&OA and MIS for regular use.
viii. Provide Data Center facilities for hosting web based software and mobile app. of CAS&OA and MIS.

APMC:

i. Coordination between APMC official/staff, farmers, trader, commission agent, other functionaries, MSAMB & the Successful Bidder.
ii. Provide various required inputs, data, information of all activities related to Arrivals, Auction Process & Dispatch of Agri. commodities and day-to-day office work for assessment of requirement of computer hardware & software, during the study by the Successful Bidder.
iii. Guidance, Coordination & Supervision for successful implementation of Software & computer hardware.

iv. Coordination/ supervision and daily data entry of all required data (old & of day-to-day data) into CAS&OA software for day-to-day activities of APMCs.

v. Coordination/ supervision and smooth functioning of day-to-day activities of Gate Entry, Quite Entry, Price Declaration, Cess Assessment & Farmer Receipt for smooth operation of CAS&OA.

vi. Coordination with the APMCs staff and traders, commission agents, mapari, etc. for regular and effective usage of CAS&OA.

vii. Actual data entry of all the activities related Computerized Auction System & Office Automation and MIS.

XV) ANNEXURES:

ANNEXURE-I:

Tentative list of 100 APMCs. (APMCs mentioned below may change at the time of contract negotiation or actual work)

List of APMCs with Class, Staff and Functionaries

Sr.No	District	APMC	Class of APMC	No. of Traders	No. of Commission Agent	No of Weighman	No. of Staff
1	AHMADNAGAR	NEWASA	A	475	65	86	18
2	AHMADNAGAR	RAHURI	A	465	116	717	30
3	AHMADNAGAR	SANGAMNER	A	350	48	153	22
4	AHMADNAGAR	SHEVGAON	A	221	58	309	20
5	AKOLA	AKOLA	A	166	275	448	30
6	AMARAVATHI	ACHALPUR	A	332	201	808	9
7	AURANGABAD	AURANGABAD	A	802	164	397	29
8	BEED	BEED	A	295	149	114	30
9	BEED	GEVRAI	A	132	45	72	12
10	BEED	MAJALGAON	A	1067	487	912	25
11	BEED	PARALI VAIJYANATH	A	256	101	247	25
12	BULDANA	MEHEKAR	A	308	117	765	21
13	DHULE	DHULE	A	931	227	1726	58
14	GADCHIROLI	CHAMORSHI	A	267	40	251	13
15	JALNA	JALNA	A	1004	445	1402	63
16	KOLHAPUR	KOLHAPUR	A	663	886	1281	145
17	LATUR	LATUR	A	692	1646	1711	58
18	LATUR	UDGIR	A	559	514	470	37
19	NAGPUR	KATOL	A	94	128	180	6
20	NAGPUR	NAGPUR	A	2439	1050	1157	126
21	NANDED	DHARMABAD	A	225	102	149	12
22	NANDURBAR	NANDURBAR	A	928	160	513	35
23	NASIK	DEVALA	A	347	30	132	10
24	NASIK	KALVAN	A	296	79	106	19
25	NASIK	LASALGAON	A	224	226	105	41
26	NASIK	NASHIK	A	1735	229	344	112
27	NASIK	PIMPALGAON BASAWANT	A	457	292	469	69
28	NASIK	SATANA	A	1333	121	279	34
29	PARBHANI	JINTUR	A	333	38	65	39
30	PARBHANI	PARBHANI	A	1290	132	647	35
31	PUNE	BARAMATI	A	171	151	165	25
32	PUNE	HAVELI	A	1591	0	52	15
33	PUNE	JUNNAR	A	1327	88	2687	29
34	PUNE	KHED	A	1243	150	241	39
35	PUNE	MANACHAR	A	279	121	210	9
36	RAIGAD	PANVEL	A	759	267	150	76
37	SANGLI	SANGLI	A	1549	1189	1951	151
38	SOLAPUR	PANDHARPUR	A	276	221	86	16
39	THANE	KALYAN	A	1302	211	124	69
40	YEWATMAL	PANDHARKAWADA	A	115	82	137	19

41	AHMADNAGAR	AKOLE	B	541	10	79	12
42	AHMADNAGAR	KARJAT(Nager)	B	272	1394	173	19
43	AHMADNAGAR	PATHARDI	B	480	54	129	16
44	AKOLA	TELHARA	B	126	39	128	15
45	AMARAVATHI	MORSHI	B	139	112	138	5
46	AURANGABAD	GANGAPUR	B	400	29	88	9
47	BEED	AMBEJOGAI	B	1037	100	255	7
48	BEED	VADVANI	B	254	37	122	5
49	BHANDARA	LAKHANI	B	141	5	15	9
50	BHANDARA	PAVANI	B	180	22	53	16
51	BULDANA	JALGAON JAMOD	B	521		30	9
52	BULDANA	SHEGAON	B	444	33	174	9
53	BULDHANA	BULDHANA	B	272	56	199	13
54	CHANDRAPUR	GONDPIMPRI	B	145	20	29	9
55	GADCHIROLI	AHERI	B	240			11
56	GONDIA	ARJUNI MORGAON	B	24	5	70	6
57	HINGOLI	BASMAT	B	245	98	46	15
58	HINGOLI	JAWALA-BAJAR	B	413	2	262	7
59	JALGAON	BHUSAVAL	B	261	59	73	14
60	JALGAON	DHARANGAON	B	184	38	83	7
61	JALNA	AMBAD (VADIGODRI)	B	235	16	0	15
62	JALNA	PARTUR	B	255	51	15	23
63	KOLHAPUR	GADHINGLAJ	B	2930	174	1417	25
64	LATUR	AHMEDPUR	B	366	151	238	18
65	LATUR	AUSA	B	222	220	222	7
66	NAGPUR	HINGNA	B	17	55	49	6
67	NAGPUR	RAMTEK	B	144	90	41	9
68	NANDED	BHOKAR	B	206	77	133	7
69	NANDED	HADGAON	B	323	17	593	16
70	OSMANABAD	OSMANABAD	B	871	50	298	15
71	PARBHANI	GANGAKHED	B	603	124	356	10
72	PUNE	DOUND	B	180	57	47	8
73	RAIGAD	PEN	B	505	0	48	17
74	SANGLI	AATPADI	B	1337	48	140	2
75	SANGLI	ISLAMPUR	B	1103	101	149	14
76	SATARA	LONAND	B	334	62	206	14
77	YEWATMAL	DIGRAS	B	147	29	82	14
78	YEWATMAL	MAREGAON	B	21	64	14	6
79	YEWATMAL	NER PARASOPANT	B	255	87	190	6
80	YEWATMAL	VANI	B	299	446	129	16
81	AMARAVATHI	NANDGAON KHANDESHWAR	C	82	27	8	4
82	BHANDARA	BHANDARA	C	212	10	1437	12
83	CHANDRAPUR	CHIMUR	C	72	42	70	9
84	CHANDRAPUR	KORPANA	C	78	36	77	7
85	JALNA	MANTHA	C	246	28	370	5
86	KOLHAPUR	JAYSINGPUR	C	725	111	114	9
87	NAGPUR	BHIWAPUR	C	82	76	131	8
88	NAGPUR	MANDHAL	C	28	92	89	10
89	NANDED	LOHA	C	328	94	288	9
90	NANDED	MUKHED	C	540	95	173	11
91	NANDED	UMARI	C	40	40	13	2

92	NANDURBAR	NAVAPUR	C	90	10	15	13
93	OSMANABAD	TULJAPUR	C	126	49	50	7
94	PARBHANI	MANWAT	C	276	18	360	21
95	PARBHANI	SONPETH	C	210	15	95	8
96	SATARA	VADUJ	C	642	11	219	12
97	SOLAPUR	MANGALWEDHA	C	310	21	85	7
98	WARDHA	ASHTI (Wardha)	C	109	37	130	3
99	YEWATMAL	DARWHA	C	73	59	85	6
100	YEWATMAL	KALAMB(Yeotmal)	C	66	26	337	7

ANNEXURE-II

LIST OF REPORTS
(Following is the indicative list of reports)

For APMCs:

1. Commodity wise daily arrivals
2. Village wise daily arrivals
3. Taluka wise daily arrivals
4. District wise daily arrivals
5. Farmer wise daily arrivals
6. Lot slip
7. Daily lot details
8. Gate entry details
9. Daily quote details
10. Quote slip
11. Daily commodity wise quote details
12. Daily lot wise quote details
13. Daily commodity wise maximum price declaration
14. Commodity wise daily purchaser details
15. Commission wise daily purchase details
16. Trader wise daily purchase details
17. Daily Cess assessment details
18. Commission agent wise cess assessment details
19. Farmer wise cess assessment details
20. Commodity wise cess assessment
21. Trader wise cess assessment details
22. Daily cess collection
23. Commission agent wise daily cess collection
24. Commodity wise cess collection
25. Unpaid cess details
26. Commission agent wise cess balance details
27. Daily supervision fees details
28. Commission agent wise daily supervision fees details
29. Agent wise daily arrivals details
30. Daily weightment details
31. Daily commodity traded details
32. Farmer wise daily payment details
33. Farmer payment receipt
34. Agent wise payment receipt
35. Commodity wise daily arrivals details
36. Daily non-traded commodity details
37. Commission agent wise daily brokerage details

38.   Daily market charges details
39.   Mapari wise daily details
40.   Daily hamali details
41.   Daily stock details
42.   Trader wise daily stoke details
43.   Daily vehicle details
44.   Details about daily arrivals and dispatch of commodities
45.   Commodity wise daily dispatch
46.   Commission agent wise daily dispatch
47.   Trader wise daily dispatch
48.   Daily gate pass details
49.   Commodity wise daily prices details
50.   Daily gate entry fee details
51.   Necessary reports for office activities (office automation) under scope of this RFP Document.

For MSAMB:

1.   Top 5/10 commodities
2.   Top 5/10 APMCs
3.   Arrival and price state level report
4.   Consolidate daily gate entry details
5.   APMC wise daily gate entry details
6.   Commodity wise daily gate entry details
7.   APMC wise consolidated daily farmer details
8.   Commodity wise consolidated daily farmer details
9.   Consolidated daily quote entry details
10. APMC wise quote entry details
11. Commodity wise quote entry details
12. Consolidated price declaration report
13. APMC wise price declaration report
14. Commodity wise price declaration report
15. Consolidated cess assessment details
16. APMC wise cess assessment details
17. Commodity wise cess assessment details
18. Consolidated cess recovery & pendency
19. APMC wise cess recovery & pendency
20. Consolidated farmers receipt details
21. Commodity wise farmer receipt details
22. APMC wise farmer receipt details
23. Consolidated non-traded commodities details
24. APMC wise non-traded commodities details
25. Commodity wise non-traded commodities details

26.   Consolidated vehicle entry report
27.   APMC wise vehicle entry report
28.   Daily transaction tracking report
29.   Necessary reports for office activities (office automation) under
        scope of this RFP document.

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SECTION-6

D R A F T   S T A N D A R D   F O R M   O F   C O N T R A C T

[This is Draft Contract Document and subject to change at the time of contract negotiations]

Software Development Services

CONTRACT FOR SOFTWARE DEVELOPMENT SERVICES

between

_____

[name of the Client]

and

_____

[name of the Service Provider]

Dated: _____

I. Form of Contract

(All notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the "Client") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

WHEREAS

    (a)   the Client has requested the Service Provider to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

    (b)   the Service Provider, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1.   The following documents attached hereto shall be deemed to form an integral part of this Contract:

    (a)   The General Conditions of Contract;

    (b)   The Special Conditions of Contract;

    (c)   The following Appendices:
        Appendix A: Description of Services
        Appendix B: Reporting Requirements
        Appendix C: Key Personnel
        Appendix D: Breakdown of Contract Price in Local Currency

2.   The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:

    (a)   the Service Providers shall carry out the Services in accordance with the provisions of the Contract; and

    (b)   the Client shall make payments to the Service Providers in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Client]*

_____

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

_____

[Authorized Representative]

II. General Conditions of Contract
1. GENERAL PROVISIONS

1.1 Definitions   Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Client" means the agency with which the selected Service Provider signs the Contract for the Services.

(b) "Applicable Law" means the laws and any other instruments having the force of law as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.

(c) "Service Provider" means any private or public entity that will provide the Services to the Client under the Contract.

(d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.

(e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(g) "GC" means these General Conditions of Contract.

(h) "Local Currency" means the currency of the Client's country.

(i) "Party" means the Client or the Service Provider, as the case may be, and "Parties" means both of them.

(j) "Personnel" means persons hired by the Service Provider and assigned to the performance of the Services or any part thereof.

(k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

(l) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A hereto.

(m) "In writing" means communicated in written form with proof of receipt.

(n) "MSAMB" means Maharashtra State Agricultural Marketing

Board.

(o)   "APMC" means Agriculture Produce Market Committee.

1.2	**Law Governing Contract**	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
1.3	**Language**	This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4	**Notices**	
	1.4.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
	1.4.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
1.5	**Location**	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Client may approve.
1.7	**Authorized Representatives**	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties   The Service Provider, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

1.9.1 Definitions   The Service Provider under the contract, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, MSAMB:

(a) defines, for the purpose of this provision, the terms set forth below as follows:

    (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of an official in the selection process or in contract execution;

    (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(h) "collusive practices" means a scheme or arrangement between two or more Service Providers, with or without the knowledge of MSAMB, designed to establish prices at artificial, noncompetitive levels;

(i) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

(j) "obstructive practice"

    (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede MSAMB investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

    (bb) acts intended to materially impede the exercise of

MSAMB's inspection and audit rights provided for under sub-clause (d) below.

1.9.2	**Measures to be Taken**	(a)	The Service Providers shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
		(b)	Declaring the Service Provider ineligible, either indefinitely or for a stated period of time, if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract;
		(c)	will have the right to require that, in contracts, a provision be included requiring Service Providers to permit MSAMB to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by MSAMB.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1	**Effectiveness of Contract**	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
2.2	**Commencement of Services**	The Service Provider shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
2.3	**Expiration of Contract**	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.4	**Modifications or Variations**	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.5	**Force Majeure**	
	2.5.1 Définition	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
	2.5.2 No Breach	The failure of a Party to fulfill any of its obligations under the contract

of Contract	shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6   Termination

2.6.1 By the Client	The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Service Provider, and sixty (60) days' in the case of the event referred to in (e).

(a)   If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b)   If the Service Provider becomes insolvent or bankrupt.

(c)   If the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d)   If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e)   If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f)   If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2	**By the Service Provider**	The Service Providers may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

(a) If the Client fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.

(b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3	**Payment upon Termination**	Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Service Provider:

(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General

3.1.1	**Standard of Performance**	The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

3.2	**Conflict of Interests**	The Service Provider shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid their own corporate interests. The Service Provider / Vendor to be selected for the Project, designed by the Service Provider, should have not been worked with the Service Provider.
	3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project	The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project.
	3.2.3 Prohibition of Conflicting Activities	The Service Provider shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3	**Confidentiality**	Except with the prior written consent of the Client, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.5 Service Provider's Actions Requiring Client's Prior Approval

The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel not listed by name in Appendix C, and

(b) any other action that may be specified in the SC.

3.6 Reporting Obligations

(a) The Service Provider shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Service Provider to be the Property of the Client

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Service Provider under this Contract shall become and remain the property of the Client, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

(b) The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

The Service Provider (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with standard accepted accounting principles and in such form and details as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

4. SERVICE PROVIDER PERSONNEL

4.1 Description of Personnel

The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2	**Removal and/or Replacement of Personnel**	(a)	Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
		(b)	If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
		(c)	The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1	**Change in the Applicable Law Related to Taxes and Duties**	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts.

6. PAYMENTS TO THE SERVICE PROVIDER

6.1	**Payment**	The total payment due to the Service Provider shall not exceed the Contract Price which is an all-inclusive covering all costs required to carry out the Services described in Appendix A.
6.2	**Contract Price**	The price payable in local currency is set forth in the SC.
6.4	**Terms and Conditions of Payment**	Payments will be made to the account of the Service Provider and according to the payment schedule stated in the SC. Payment shall be made after the Service Provider has submitted an invoice to the Client specifying the amount due.

7. GOOD FAITH

7.1	**Good Faith**	The Parties undertake to act in good faith with respect to each other's

rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the Project. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Disputes shall be settled by arbitration in accordance with the following provisions:

Except where otherwise provided for in the contract, all questions and disputes or things whatsoever in any way arising out of or relating to the contract or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

i. If the Service Provider considers any work awarded is outside the requirements of the contract, or it disputes any record or decision given in writing by the officer-in-charge on any matter in connection with or arising out of the contract for carrying out the work, to be unacceptable then the Service Provider within 10 days of such dispute request the Client in writing for instruction or decision. Thereupon, the Client shall give his written instructions or decision within a period of 10 days from the receipt of the Service Provider's letter.

ii. Except where the decision has become final, binding and conclusive in terms of sub para (i) above disputes of difference shall be referred to the sole arbitrator namely **Managing Director, MSAMB**. The provisions of Indian Arbitration Act, 1940 and the rules made there under or statutory modifications thereto for the time being enforced.

iii. The Service Provider shall not have any lien on the site on the work in process for the dues. In case of dispute of any nature the Service Provider should handover the site/work in progress, if so directed to the Service Provider irrespective of pending settlement of dues. So as to enable the Client to get the work completed from some other Service Provider of his choice.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language is : **English**
1.4	The addresses are: Client: ………………….. …………………… Telephone: ……………….. E-mail: msamb@vsnl.com Service Provider: Attention: Facsimile: E-mail:
1.7	The Authorized Representatives are: For the Client: **The General Manager,** **…………………….**

	For the Service Provider: _____
1.8 **1.8.1** **1.8.3**	The Service Providers and the Personnel shall pay the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes *(tax deduction at source – TDS)* as may be lawfully imposed. a) The Service Provider shall register itself for service tax with appropriate authority & shall provide the registration Number to the client. b) Tax will be deducted at source as per the prevailing Income Tax Rules.
{2.1}	The Effective Date is: ***The date on which contract is signed***.
2.2	The date for the commencement of Services is …. ***days after the date of signing of Contract.***
2.3	The time period shall be successful completion of all four activities specified in Terms of Reference (ToR).
{3.5 (a)}	The other actions which require client's prior approval are: a) Functional Requirement Study (FRS) Report for Computerization of APMCs and MIS, with necessary documents viz. Contract Document, etc. b) All other actions pursuant to this consultancy contract for which prior approval of the client is / would be required.
3.7 (b)	The Service Provider shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
6.2(a)	The amount in local currency is *[insert amount]*.

6.4(a)	The accounts are: for local currency: *[insert account]* Payments shall be made according to the following schedule:
8.6	**Miscellaneous** In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in English. (b) the English language shall be the official language for all purposes; (c) the decision of the sole arbitrator shall be final and binding and shall be enforceable in Pune jurisdiction only, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

Appendix-A

Description of the Services

[Terms of Reference (ToR) will be the Description of Services.]

Appendix-B

Reporting Requirements

[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix-C

Key Personnel

(Refer Clause 4.1 of the Contract)

List under: *C-1*   *Titles [and names, if already available], detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in India, and staff-months for each.*

                C-2   *List of approved [if already available]; same information with respect to their Personnel as in C-1 .*

                C-3   *Same information as C-1 for Key local Personnel.*

Appendix-D

Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the price — local currency:

1. *Activity wise rates for Personnel (Key Personnel and other Personnel).*

Appendix-E

Terms and Conditions

Appendix-F

Performance Security – Bank Guarantee

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