

**REQUEST FOR PROPOSAL FOR
“SELECTION OF AGENCY FOR DESIGN, DEVELOP, DEPLOY AND
MAINTENANCE OF KISAN SAHAYATA APP, FOR DEPARTMENT OF
AGRICULTURE AND FARMER’S WELFARE, GOVT. OF TRIPURA”**

Notice Inviting E-Tender Ref No.16(25)/DIT/AGRI/2023

Dated: 13.12.2023

**DIRECTORATE OF INFORMATION TECHNOLOGY (DIT), GOVT. OF
TRIPURA**

IT Bhavan, ITI Road, Indranagar Agartala-799006

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This RFP document is not an agreement and is not an offer or invitation by DIT to any parties other than the applicants who are qualified to submit the Bids (“Bidders”). The purpose of this RFP document is to provide bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. DIT makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. DIT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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1. Section 1

1.1 BID Schedule and Address

Sl. No	Description	Timeline
1	Name of Project	Selection of agency for Design, Develop, Deploy& Maintenance of Kisan Sahayata App, for Department of Agriculture and Farmer's Welfare, Govt. Of Tripura
2	Tender Reference Number	Ref No.16(25)/DIT/AGRI/2023
3	Date of publishing the RFP	13.12.2023
4	Last date for receiving Bidder's Pre-bid clarifications in writing	19.12.2023, 4.00 PM
5	Date and Time for Pre-bid Meeting	20.12.2023, 11.30 AM
6	Date of publication of amendment if any	22.12.2023
7	Last date and time for Bid Submission	02.01.2024, 4.00 PM
8	Date and Time of Technical Bid Opening	03.01.2024, 11.30 AM
9	Date and time of Commercial Bid Opening	Technically qualified bidders will be notified through e-tender portal
10	Name and Address for communication	Officer Name: Sh. Syamal Debbarma Officer Designation; Senior Informatics Officer Address: IT Bhavan, Indranagar, Agartala, West Tripura Pin-799006 Tele: 0381-2355751 Email id: syamal.debbarma@gov.in
11	Bid Security (EMD)	Rs.25,000/- (Twenty-Five Thousand only)

2. Section 2 – Introduction

2.1 Brief of Directorate of Information Technology

In April 1999, the state of Tripura took significant steps to establish and prioritize Information Technology (IT) activities, marking the inception of a dedicated Directorate of Information Technology (DIT). The primary objective was to harness Information and Communication Technologies (ICT) for the comprehensive development of the state. A noteworthy milestone in this journey was the inauguration of the six-storied IT Bhavan in Indranagar, Agartala, on April 24, 2017. Spanning an impressive 89,292 square feet, this facility serves as a hub for IT initiatives.

Within this IT Bhavan, a Software Technology Park (STP), overseen by the Software Technology Park of India (STPI), has been established. The DIT has actively undertaken diverse projects and initiatives aligned with the government's vision, utilizing ICT tools to catalyze development. Since its establishment, the DIT has played a pivotal role in formulating policies, planning, implementing, and monitoring Information & Communication Technologies, as well as e-Governance projects in Tripura.

Beyond these administrative functions, the DIT is committed to promoting the application of information technology for societal benefit, particularly through the implementation of e-Governance programs. Efforts are underway to foster an environment conducive to the growth of the IT industry in the state. The introduction of IT/ITeS Policy and the provision of special incentives for entrepreneurs and investors are key measures taken by the Directorate of Information Technology to create a favorable ecosystem for IT development in Tripura.

2.2 Objective of the Project

The objective of the "Kisan Sahayata Application" project by the Department of Agriculture and Farmers' Welfare is to create and deploy an innovative Agro advisory system. This initiative is driven by the overarching goal of providing comprehensive and tailored support to farmers in the state. The primary objectives of this project can be elaborated as follows:

- **Enhanced Agricultural Support:**

The project seeks to enhance the level of support provided to farmers by leveraging technology to deliver generalized and area-specific Agro advisory services. This involves utilizing digital tools to disseminate crucial information related to farming practices, crop management, and agricultural inputs.

- **Digital Integration:**

Through the integration of various data sources, including weather stations, Soil Health cards, State Farmers Database, and the e-Marketing dashboard, the system aims to create a unified platform. This platform will serve as a comprehensive data repository, allowing for efficient and data-driven advisory generation.

- **Efficient Advisory Creation:**

The development of a web application is intended to empower Agri Experts within the department. This application will facilitate the creation, modification, verification, and

auditing of Agro advisory messages. The goal is to streamline and enhance the advisory creation process, ensuring accuracy and relevance.

- **User-Friendly Farmer Interface:**

A key objective is to provide farmers with a user-friendly mobile application. Through this application, farmers can easily access their individual data stored in the Farmers Database system. Additionally, they can receive timely and relevant Agro advisories pertaining to critical aspects such as weather conditions, suitable seeds, fertilizers, and pesticides.

- **Collaborative Stakeholder Engagement:**

The project aims to foster collaboration with the Indian Meteorological Department (IMD - AWS Tripura) and other relevant stakeholders. This collaboration is crucial for ensuring the seamless integration of data and real-time information, contributing to a more holistic and accurate advisory system.

- **Risk Mitigation:**

The system is designed to mitigate risks associated with defaulting on advisories. By implementing robust mechanisms for reviewing and auditing advisories, the project aims to minimize potential adverse impacts on both farmers and Agri Experts.

- **Timely Advisory Dissemination:**

Ensuring the timely dissemination of Agro advisories is a key objective. This involves deploying effective communication channels, including SMS notifications and a user-friendly mobile application landing page, to promptly deliver important information to farmers.

- **Transparency and Compliance:**

The project places emphasis on maintaining transparency in its operations and adhering to government guidelines. It aims to ensure compliance with various regulations governing agriculture and advisory services, instilling confidence in stakeholders regarding the integrity of the system.

2.3 Cost of the RFP

The Bidder may download the RFP free of cost from <https://.tripuratenders.gov.in>. The interested bidder shall bear all costs associated with the preparation and submission of its bid and Directorate of Information Technology (DIT), Govt. of Tripurawill, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Bidders can submit the bid response through e-tender portal tripuratenders.gov.in only.

2.4 Ownership of this RFP

The content of this RFP is a copyright material of DIT. No part or material of this RFP document should be published on paper or electronic media without the prior written permission from DIT.

2.5 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders risk and may result in rejection of the bid. The decision of the DIT regarding the final declaration of the successful Bidder shall be final.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications through Pre-Bid queries.

3 Section: 3 Scope of work

3.1 Purpose

The Department of Agriculture and Farmers' Welfare, Government of Tripura, has been unwavering in its commitment to supporting farmers across the state through targeted interventions and programs. These initiatives aim to alleviate input costs and enhance overall crop productivity, reflecting a dedication to the prosperity of farmers.

In sync with the global trend of embracing modern agricultural practices and leveraging digital technologies for increased efficiency, the Department has already embarked on various digital initiatives. These include the establishment of a Centralized State Farmers Database and an e-Marketing Dashboard.

Building on this momentum, the Department now envisions the creation of an Agro advisory system titled "Kisan Sahayata Application." The primary objective of this initiative is to extend the benefits of digitalization to all farmers in the state. Through this application, the Department aims to provide both generalized and area-specific Agro advisory services directly to farmers. This outreach will be facilitated through SMS notifications and a dedicated mobile application, aligning with the Department's commitment to the well-being and advancement of the agricultural community in Tripura.

3.2 Scope

The scope for the development and implementation of the Agro Advisory system prioritizes client needs, focusing on delivering a robust and user-centric solution.

The system encompasses the following key features:

a. Advisory System

Implement an efficient advisory system designed to disseminate Agro advisories to farmers across the state through SMS notifications. This feature aims to provide timely and personalized guidance to farmers, enhancing their decision-making processes.

b. Web Application

Develop a comprehensive web application tailored for departmental stakeholders. This application will empower them to create, modify, verify, and audit Agro advisory messages efficiently. The user-friendly interface ensures seamless management of advisory content, contributing to effective communication with farmers.

c. Mobile Application

Mobile Application Development for Farmers

Develop a cross-platform mobile application, "Kisan Sahayata App," with the aim of providing farmers convenient access to their data stored in the Farmers Database system. Additionally, the application will serve as a comprehensive platform for farmers to receive Agro advisories related to various aspects of agriculture, such as weather, seeds, fertilizers, pesticides, and more. The user interface will be intuitively designed, ensuring accessibility for farmers with diverse needs.

Features

1. User Authentication and Profile Management

- Implement a secure login system for farmers.
- Enable farmers to manage and update their profiles.

2. Data Access from Farmers Database

- Provide farmers with seamless access to their individual data stored in the Farmers Database system.

3. Agro Advisory Module

- Display personalized Agro advisories based on individual farmer data.
- Categorize advisories for weather, seeds, fertilizers, pesticides, and other relevant topics.

4. Real-time Notifications

- Implement push notifications to alert farmers about new advisories and important updates.

5. Weather Information

- Integrate a weather module providing real-time weather updates for the farmer's location.

6. Educational Resources

- Include a section with educational resources, articles, and videos related to modern agricultural practices.

7. Feedback and Query System

- Allow farmers to provide feedback on advisories.
- Include a feature for farmers to submit queries or seek additional information.

8. Multi-Language Support

- Design the user interface to support multiple languages for enhanced accessibility.

9. Offline Access

- Enable farmers to access certain features, such as advisory history, offline for areas with limited connectivity.

Cross-Platform Implementation

The mobile application will be developed using cross-platform frameworks to ensure compatibility on both iOS and Android devices, offering a consistent and unified user experience.

User Interface Design

The user interface will prioritize simplicity and intuitiveness. Farmers, irrespective of their technological familiarity, will find the application easy to navigate, ensuring that the benefits of the Agro advisory system are accessible to all.

Integration with External Data Sources

Facilitate integration with key external data sources, including IMD (AWS Tripura), Soil Health Card, State Farmers Database, and the e-Marketing dashboard. Utilize Application Programming Interfaces (APIs) to pull data seamlessly from these sources, ensuring real-time and accurate information for advisory generation. This integration enhances the system's capabilities and enriches the advisories with diverse and relevant data.

By aligning the development methodology with client-focused objectives, the Agro Advisory system aims to be a comprehensive and user-friendly solution that addresses the unique requirements of both departmental stakeholders and farmers in Tripura.

Maintenance support for the App

The selected agency must provide Maintenance of the platform for 1 year post completion of the project.

3.3 Stakeholders

3.3.1 Department of Agriculture

a. Role: Admin

Responsibility: The department officials will serve as admin with the primary responsibility of creating login credentials for Agri Experts.

Activity: This involves managing access to the web application's Advisory Generation Module.

3.3.2 Agri Experts

a. Role: Content Creators

Responsibility: The selected Agri Experts will play a pivotal role in creating and customizing system-generated Agro advisories.

Activity: This includes the review and audit of advisories before their dissemination through various channels.

3.4 Bill of Materials (BoM)

SL	Particulars
1	Requirement analysis
2	Preparation of SRS
3	Design and development of Web-based platform
4	Hosting of the solution in Tripura State Data Centre (SDC)
5	User Acceptance Test and training

4 Section: 4 – Eligibility Criteria

4.1 Pre-requisite

The individual bidder should possess the requisite experience, resources and capabilities in supplying the items as described herein. The Bidder should also possess the financial wherewithal that would be required to complete the scope of work. The Bid must be completed in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Minimum Eligibility cum Technical Evaluation Criteria will not be considered for financial bid evaluation.

4.2 Minimum Eligibility Criteria

The invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

- i. **Legal entity:** Bidder should be a company/ LLP incorporated in India under the Companies Act, 1956 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932. Relevant Registration document has to be uploaded.
- ii. The bidder must have experience in developing at least five (5) numbers of Web Application/Mobile Applications, in last three financial years of value not less than 1.5 Lakhs each, for any Government Department/Organization/PSU. The bidder must upload relevant work order and completion certificate.
- iii. The bidder must have an average turnover of 30 Lakhs for last three Financial Years. If the bidder is a recognized and empaneled startup under Tripura IT Startup Scheme, the bidder must have an average turnover of 20 lakh for last three Financial Years.
- iv. The bidder must be in existence for at least 3 years from the date of issuance of the tender document.
- v. The bidder should have valid GST and PAN.
- vi. The bidder has not been blacklisted by any Central / State Government department/ PSUs (self-declaration to be submitted).

4.3 Documents to be uploaded

SL	Documentary Evidence
1	Agency Registration Certificate
2	Proof of development of Web Applications for Govt. Depts./Orgs. (Work Order/Completion Certificate)
3	Proof of development of Mobile apps for Govt. Departments/Organizations (Work Order/Completion Certificate)
3	Turn over Certificate and Audited Balance Sheet for Last three Financial Years (2020-21, 2021-22 & 2022-23)
4	Copy of PAN and GST Registration
5	Self-declaration of non-blacklisting
6	Any other document as per terms and conditions of this tender document

5 Section 5– Instruction to Bidders

5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same. The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.

5.2 Clarifications of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify DIT by email provided in the NIT above, any time prior to the deadline for receiving such queries as mentioned in Section 1. The replies/ clarifications will be uploaded on www.tripuratenders.gov.in.

Bidders should submit the queries only in the format given below:

S. No	Page No	Clause No	Description	Clarification sought	Additional remarks

5.3 Amendment of Bidding Documents

At any time prior to the deadline for submission of Bids, DIT may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.

Amendments will be provided in the form of Addenda/ Corrigenda to the Bidding Documents, which will be published on e-tender portal. Addenda / Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/ Corrigenda had been taken into account by the Bidder in its Bid.

In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, DIT may, at its discretion, extend the deadline for submission of the Bids, in which case, the extended deadline will be published on e-tender portal. From the date of issue, the Addenda / Corrigenda to the tender shall be deemed to form an integral part of the RFP.

5.4 Bid Price

Prices would be inclusive of all taxes, duties levies, GST and fees whatsoever.

5.5 Earnest Money Deposit (EMD) /Bid Security

Earnest Money Deposit (EMD) of Rs.25,000/- (Twenty-five Thousand only) is to be paid electronically over the Online Payment facility provided in the Portal, **any time after Bid Submission Start Date & before Bid Submission End Date**, using the supported Payment Mode (Net Banking) via e-tender portal.

5.6 Return of EMD

EMD of L1 and L2 bidders will be retained by the Tender Inviting Authority (TIA). Other bidders EMD will be returned automatically by the portal in their bank Account. EMD belonging to the 2nd lowest bidder will be **refunded online in his bank account** after "Award

of Contract”. EMD of selected agency will be returned through e-tender portal once the work is successfully completed.

5.7 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- The Bidder withdraws his Bid before opening of the Bids.
- The Bidder withdraws his Bid after opening of the Bids but before Notification of Award.
- Failure to accept the order by the Selected Bidder within 14 days from the date of receipt of the Notification of Award makes the EMD liable for forfeiture at the discretion of DIT. However, DIT reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.

5.8 Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of bid opening or as may be extended from time to time. DIT holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.9 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, DIT may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

5.10 Procedure for submission of bids

The Bid shall be submitted in 3 (three) parts, post registration in the <https://www.tripuratenders.gov.in>, as under:

5.10.1 PART-I: EMD

Earnest Money Deposit (EMD) of **Rs.25,000/-** (Twenty-Five thousand) has to be paid by Online payment option given in e-tender portal only.

5.10.2 PART-II: Pre-Qualification and Technical bid documents

Digitally signed Tender Document shall be downloaded by the Bidder, digitally signed and upload the same for submission of “Pre-Qualification and Technical Bid documents” during actual bidding session, which will be regarded as equivalent to signing all pages of the Tender Document.

All documents to be submitted are to be free-format. For all the free-format documents, Bidder is expected to scan the relevant documents into PDF format (in 150 dpi scan resolution).

5.10.3 PART-III: Commercial Bid (As per BoQ)

Commercial Bid Format in XLS is given in e-Tender portal. Bidders are requested not to change any of the field in the Commercial Bid format given in the portal. Commercial Bid will be considered for evaluation for those Bidders who have cleared the Part-I & Part-II.

N.B.: No need to submit hard copy of any document.

N.B.: Interested bidder mandatorily has to quote financial rate for all items.

- No tender will be considered which is not as per the printed/typed form. The bidders should ensure that each page of the tender is signed by the person authorized to sign the tender document, affixing the seal of the Bidder.
- All entries in the tender forms should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No corrections including overwriting or striking out will be permitted in the Bid document. In such cases, the tender shall be summarily rejected.
- No modification or substitution of the submitted bids shall be allowed. The Bids shall be opened on the scheduled date and time in the presence of the representatives of the bidders, if any, who are present on the spot at that time. No separate intimation shall be sent to bidders for the same.
- The bidders are required to upload photocopies of the supporting documents, self-certified by the authorized representative of the bidder on the e-Tender website.
- A bid submitted without the EMD and incomplete or conditional bids shall not be considered and the same will be rejected.
- There should be no cutting/overwriting in the Tenders/Quotations.
- The DIT reserves the right to accept or reject any Tender / Quotation in full or in part in case of incomplete quotations and also without assigning any reason thereof. In case of any dispute, decision of the DIT will be final and binding.
- The DIT reserves the right to retain bids once submitted.

5.11 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.12 Bid Language

The Bid shall be in English Language.

5.13 Rejection of Bid

The Bid is liable to be rejected if:

- The document does not bear signature of authorized person.
- It is received through Fax/E-mail.
- Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by DIT.

5.14 Extension of Deadline for submission of Bid

DIT may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through e-tender portal, in which case all rights and obligations of DIT and Bidders will thereafter be subject to the deadline as extended.

5.15 Modifications and Withdrawal of Bids

- Bids once submitted will be treated, as final and no further correspondence will be entertained on this.
- Once submitted, bid can be modified before the deadline for submission of bids through e-tender portal.

5.16 Right to Reject, Accept/Cancel the bid

DIT reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

DIT does not bind itself to accept the lowest or any Bid and reserves the right to reject all or any Bid or cancel the RFP without assigning any reason whatsoever. DIT also has the right to re-issue the RFP without the Vendors having the right to object to such re-issue.

5.17 Contacting DIT

From the time of Bid opening to the time of Work Order award, if any Bidder wishes to contact DIT for seeking any clarification any matter related to the Bid, it should do so in writing /email (as provided in NIT) by seeking such clarifications from an authorized person. Any attempt to contact DIT with a view to canvas for a Bid or put any pressure on any official of the DIT may entail disqualification of the concerned Bidder or his/her Bid.

6 Section 6 – Bid Opening and Bid Evaluation

6.1 Opening of Bids

Bids will be opened in 2 phases:

Stage 1 –In the first phase the Minimum Eligibility Criteria and Technical Bids will be opened.

Stage 2 –In the second phase the Commercial Bids will be opened.

6.2 Opening of Eligibility Criteria cum Technical Bids

- DIT will open Technical bids in the presence of Bidders representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by DIT from time to time.
- The representatives of the Bidders have to produce an authorization letter from the Bidders by way of letter or email to represent them at the time of opening of Eligibility bids. Only one representative will be allowed to represent each Bidder. In case the Bidders representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the DIT.
- The Bidders representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for DIT, the bids shall be opened at the appointed time and place on next working day.

6.3 Opening of Commercial Bids

- Only those Bids that are technically qualified will be eligible for opening of commercial bids and will be intimated the date, time and address for opening of Commercial Bids.
- The representatives of the Bidders have to produce an authorization letter from the Bidder/ Identity Cards to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidders representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the DIT.
- The bidder's representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for DIT, the bids shall be opened at the appointed time and place on next working day.

6.4 Evaluation of Minimum Eligibility Criteria and Technical Bids

6.4.1 Part 1 (Bid Security)

Bidders who have paid EMD shall be considered for further evaluation.

6.4.2 Opening and Evaluation of Minimum Eligibility Criteria

The Tender Committee would evaluate the Minimum Eligibility Criteria of the bids as per the clauses given in point 4.2 in this RFP. Any bid not fulfilling any of the clauses mentioned in point 4.2 will be declared as non-responsive. Bidders fulfilling all the criteria as per point 4.2 will be further considered for Technical Bid Evaluation.

6.4.3 Evaluation of Technical Bids

In order to facilitate the Technical Bid evaluation, the technical criteria laid down along with the assigned weights have been presented in Technical Evaluation criteria (point 6.5). The marking scheme presented is an indication of the relative importance of the evaluation criteria.

Bidders securing a minimum of 70% marks in the technical evaluation will be declared as “Technically Qualified” and these “Technically Qualified” bids only will be considered for further Commercial bid evaluation. Bids which do not secure the minimum specified technical score will not be considered for further Commercial Bid evaluation.

6.4.4 Opening and Evaluation of Commercial Bids

After evaluating the Technical Bids, DIT, Govt. of Tripura shall notify the bidders whose Technical Bids were declared as “Technically Qualified”, indicating the date, time and place for opening of the Commercial Bids. Bidder’s representative (maximum 2 persons) may attend the commercial bid opening at DIT, IT Bhavan, Govt. of Tripura, Agartala. The bidder quoted lowest in total would be considered as the successful bidder (i.e. L1 bidder). Item wise rate will not be considered.

6.5 Technical Bid Evaluation Criteria

SL	Criteria	Maximum marks
1	Existence of the firm <ul style="list-style-type: none"> • 3 years to 5 years - 8 marks • More than 5 years – 10 Marks 	10
2	The bidder having experience in developing and implementation of web-based platforms (Web Applications) for any Govt. department/organization/PSU in last three financial years from the date of issuance of RFP <ul style="list-style-type: none"> • 3 Projects = 13 marks (Project of min value 1.5 Lakhs) • More than 3 projects = 15 marks 	15
3	The bidder having expertise in developing Mobile-based platform /Mobile App for any State/Central Govt. Department/ Organizations/ PSU in last three financial year from the date of issuance of RFP: <ul style="list-style-type: none"> • 2 Projects = 13 Marks (Project of min value 1.5 Lakhs) • More than 2 Projects = 15 marks 	15
4	The bidder is a recognized and empaneled startup under Tripura IT Startup Scheme Yes = 10 marks No = 0 marks	10
5	Technical Manpower Availability <ul style="list-style-type: none"> • Up to 4 Technical Manpower = 13 Marks • More than 4 Manpower = 15 Marks 	15
6	The bidder has average Turnover for last three Financial Years: <ul style="list-style-type: none"> • 20 Lakh to 30 lakh = 13 Marks • More than 30 Lakh = 15 Marks 	15
7	Presentation on the proposed solution <ul style="list-style-type: none"> • Understanding of RFP requirements &Technology stack to be used = 10 Marks, • Implementation methodology & delivery schedule = 10 marks 	20
	Total	100

7 Section 7 – Terms and Conditions

7.1 Forfeiture of Bid Security

The Bid security may be forfeited either in full or in part, at the discretion of the bidding authority, on account of one or more of the following reasons:

- The Bidder fails to co-operate in the Bid evaluation process.
- If the bid or its submission is not in conformity with the instruction mentioned herein.
- If the Bidder violates any of the provisions of the terms and conditions of the tender.
- In the case of a successful Bidder fails to:
 - (a) Accept award of work or
 - (b) The Bidder violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of DIT, Govt. of Tripura in timely finalization of this tender.
- No interest will be paid on the EMD.
- The bidder has uploaded fake documents.

7.2 Award of Work/Contract

DIT, Govt. of Tripura will award the contract/work to successful Bidder whose bid has been determined to be responsive and has been determined to be most competitive.

7.3 Bid Rejection Criteria

- Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
- Bids submitted without EMD, or which do not confirm unconditional validity of the bid as prescribed in the Tender Document or if the information provided by the Bidder is found to be incorrect/ misleading at any stage/time during the Tendering Process or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be rejected.
- If the Technical Bid contains commercial details or reveals prices in any form or by any reason before opening the Commercial Bid or fails to furnish all information required as per the Tender Document or a bid which is not substantially responsive to the Tender Document in every respect or the Bidders not quoting for the complete Scope of Work as indicated in the Tender document, addendum (if any) and any subsequent information given to the Bidder, or Bidders not complying with the Technical Specifications and General Terms & Conditions as stated in the Tender Document or the Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of Work and Service Level or if the bid does not confirm to the time lines indicated in the tender, the bids shall be rejected.
- Any incomplete Commercial Bid that do not conform to the Tender's Commercial bid format, or bids where the total price quoted by the Bidder does not include all statutory taxes and levies applicable or the bids having any hidden costs or conditional costs, shall be rejected.
- If a Bidder bids partly or in an isolated manner, not as a whole, and not for both locations, the bid will be rejected.

7.4 Fraudulent & Corrupt Practice

- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the DIT of the benefits of free and open competition.
- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of project execution. DIT will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

7.5 Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per prevailing rates while making any payment.

7.6 Project schedule

SL	Particulars	Timeline (T= Work order date)
1	Requirement analysis	T+15 days
2	Preparation of SRS	T+45 days
3	Design and development of Web-based platform	T+90 days
4	Hosting of the solution in SDC	T+100 days
5	User Acceptance Test and training (Project completion)	T+120 days

7.7 Penalty Clause

SL	Particulars	Penalty Clause
1	Delay Up to 14 days from project completion days (120 days)	2% of work order value
2	Delay Up to 28 days from project completion days (120 days)	5% of work order value
3	More than 28 days from project completion days (120 days)	8% of work order value and DIT may cancel the work order and may also take suitable action

7.8 Payment Schedule

SL	Particulars	Payment in % of total ordered value
1	Submission of SRS, Design, development of the Platform, Hosting of the solution in SDC	70%
2	User Acceptance Test and training	30%

7.9 Indemnity

The bidder shall indemnify, protect and save DIT and hold DIT harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including

reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or work order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. However, in case of damages, loss or liabilities suffered by DIT arising out of claims made by its customers and/or regulatory authorities, indemnity would be unlimited.

7.10 Bidders Liability

The selected Bidder will be liable for all the deliverables.

The Bidder's aggregate liability in connection with obligations undertaken under the work order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/ work order.

The Bidder's liability in case of claims against DIT resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

7.11 Termination of Contract

For Convenience: DIT by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving three (3) months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. DIT may consider request of the bidder for pro-rata payment till the date of termination.

For Insolvency: DIT at any time may terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DIT.

For Non-Performance: DIT reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions) in a calendar year to maintain the service level prescribed by DIT.

7.12 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by DIT, continue to provide facility to DIT at no less favorable terms than those contained in this RFP. In case DIT wants to continue

with the Bidder's facility after the completion of this contract then the Bidder shall offer the same terms to DIT.

- DIT shall make such prorated payment for services rendered by the Bidder and accepted by DIT at the sole discretion of Secretary, DIT in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- DIT may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should do peaceful handover of the legal possession of all the assets provided and obtain discharge from DIT. DIT also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

7.13 Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or
- e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

Notwithstanding the provisions of the work order, the successful bidder or DIT shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving DIT or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the successful bidder shall promptly notify DIT in writing of such condition and cause thereof. Unless otherwise directed by DIT in writing, the successful shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

7.14 Compliance with Applicable Laws of India

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify DIT about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect DIT/officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate DIT and its employees/ officers /staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and DIT will give notice of any such claim or demand of liability within reasonable time to the Bidder.

7.15 Legal Compliances

The Bidder confirms to DIT that its personnel/employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees/staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

The Bidder shall allow DIT as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by DIT & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. DIT shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. DIT shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

7.16 Governing Language

All correspondences and other documents pertaining to this Agreement shall be in English only.

8 Section 8 - Annexure

8.1 Annexure-I: Bid Offer Form

(Bidder's Letter Head)

BID OFFER FORM

Date:

To

The Director,
Directorate of Information Technology
IT Bhavan, Indranagar
Agartala,
West Tripura.
Pin-799006

Subject: Ref No.16(25)/DIT/AGRI/2023 dated: 07.12.2023 for "Selection of agency for Design, Develop, Deploy & Maintenance of Kisan Sahayata App, Web Application for Department of Agriculture and Farmer's Welfare, Govt. Of Tripura".

Dear Sir,

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received and studied all the following addenda / corrigenda to the RFP document.

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for DIT.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address