



Open Tender for
Geo Tagging of Land Parcels and Linking Them with Unique Farmer Database
Tender Reference
ITCELL/5/57354/2022/ DIGITISATION
Tender Document

Last Date of Receipt of Tender	17.06.2022 upto 4.00 PM
Date of Opening of Tender	20.06.2022, 3.00 PM

Department of Agriculture
Chepauk, Chennai - 5
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Important Notice

This Tender procedure is governed by “The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000” as amended from time to time.

Acronyms and Definitions

ATS	Annual Technical Support
BPD	Business Processing Diagram
DD	Demand Draft
DSC	Digital Signature Certificate
DEPARTMENT	Department of Agriculture
EMD	Earnest Money Deposit
GIGW	Guidelines for Indian Government Websites
GIS	Geographic Information System
INR	Indian Rupees
IPR	Intellectual Property Rights
LD	Liquidated Damage
LOA	Letter of Acceptance
LOI	Letter of Indent
SD	Security Deposit
SDD	System Design and Development
SPOC	Single Point of Contact
SRS	System Requirement Study
UAT	User Acceptance Testing
SRS	Software Requirements Specification

1. Introduction

*The Department of Agriculture, on behalf of the Government of Tamil Nadu proposes for **Geo Tagging of Land Parcels and Linking Them with Unique Farmer Database** for entire Tamil Nadu to deliver the farm parcel wise Agriculture services.*

Short Titles used in the Tender Document:

- 1) Bidder:** Bidder means the party who makes a formal offer in pursuance of the tender floated.
- 2) Successful Bidder:** Successful Bidder means the Bidder who becomes successful through the tender process.
- 3) Day:** A day means a calendar day.
- 4) Purchaser:** Purchaser means the end-user for whom the procurement is indented through the tender.

2. Tender Notification

1.	Name of the Organisation	Directorate of Agriculture
2.	Tender Title	Geo tagging of Land parcels and Linking them with Unique Farmer Database
3.	Tender Reference	ITCELL 5/57354/2022/Digitisation
4.	Product Category	Digitization
5.	Sub Category	Geo tagging of Land parcels and Linking them with Unique Farmers Database
6.	Tender Value (INR)	(a) Rs.3,63,57,000 (b) EMD Rs.7,27,000
7.	Tender Type	Service Contract
8.	Enter Location	All 17,662 Revenue Villages of Tamil Nadu
9.	Tender Announcement Date	Date : 18.05.2022 Time: 10:00 AM
10.	Last date of document downloading	Date : 16.06.2022 Time: 5:00 PM
11.	Last date for submission	Date : 17.06.2022 Time: 4:00 PM
12.	Opening date	Date : 20.06.2022 Time: 3.00 PM
13.	Work description	Geo referencing and Geo-tagging the survey number and sub-division number of the entire land parcels in Tamil Nadu along with landholding area in 17662 (as per CRA&DM) revenue villages by using advanced technologies to overlay digitized village Field Map Book and cadastral map on Satellite imagery and mark individual land parcel boundary without any manual intervention and to be linked with basic attributes of the farmers.
14.	Pre-Qualification	Bidder should have Implemented one or more Application Software for the Cumulative value of Rs.3,00,00,000/- or more during last three financial years to government organization / institutions. Bidder Should have successfully completed or substantially completed at least four Government projects each 25 lakhs and above. Should be handling IT projects at least for the past five years as on 2022

3. Eligibility Criteria

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility in the Technical Bid. If a bidder fails to enclose the documentary proof for eligibility, their bid will be summarily rejected. Bids may be sited by the Bidders as either, a Sole Bidder or a Joint Venture/ Consortium of companies/ corporations as described below:

Criteria	Eligibility Conditions	Documentary Proof to be submitted
Company Type	1. Bidder should be a Company or Partnership or Joint Venture/ Consortium or Proprietorship firm Registered in India.	Copy of the Certificate of incorporation/Registration issued by the relevant statutory authority should be submitted.
In case, the Bidder is a Company / Partnership / Joint Venture/ Consortium	<p>1(a) The word Bidder wherever applicable, shall include all the Directors / members of the Company / Partnership / Joint Venture/ Consortium. In that case, all the references to the Bidder in this document must construe to the reference to one or all the Directors / members of the Company or Partnership / Joint Venture/ Consortium also.</p> <p>1(b) A member from any one of the firms would be designed as the "Lead Member". The Lead Member shall possess the power of Attorney to execute and act on behalf of all the firms. The lead member would be the point of contact who receive instructions for and on behalf of any and all consortium members. Also, He/she is responsible for coordinating the end-to-end execution of the contract, ensuring the delivery of the products and services mentioned in this RFP and successful execution of integrated solution including meeting the SLAs. The Lead Member can be changed later on with the consent from the Director of Agriculture.</p> <p>1(c) Consortium Members are free to enter the inter se allocation of responsibilities between themselves for the execution of the Project.</p>	<p>1. The legal agreement made between the firms is required.</p> <p>2. Power of Attorney of the "Lead Member" duly Attested by any Notary public officer.</p>

	1(d) Unless explicitly stated, the criteria for bidders shall be satisfied either solely or jointly by the JV/consortium.	
Average Annual Turn over	Bidder should have an average turnover of Rs.2,50,00,000 or above in the last three Financial / Assessment years 2018-2019, 2019-2020, 2020-2021	Copies of the audited Financial Statement to be submitted
Experience over Govt. Projects	Bidder should have Implemented one or more Application Software for the Cumulative value of Rs.3,00,00,000/- or more during last three financial years to government organization / institutions. Bidder Should have successfully completed or substantially completed at least four Government projects each 25 lakhs and above. Should be handling IT projects at least for the past five years as on 2022	Copies of work order(s) or Agreements and Completion Certificates from the customers should be submitted.
Local presence	Bidder should have a (Development Centre) local office in Tamil Nadu	Copy of the rent agreement executed or recent telephone bills valid as on 28-02-2022 shall be submitted
	The Bidder should not have been blacklisted by any Indian Government/PSU organization at the time of submission of the Tender	Declaration to be submitted.

4. Bid Preparation and Submission

4.1 Local Conditions at the State

- a) It will be the responsibility of the Bidder to fully acquaint himself with the local conditions and factors in the State where the actual contract will be rendered.
- b) It will be imperative for each Bidder to familiarise himself with legal conditions and factors which may have any effect on the execution of contract. The Department shall not entertain any request for clarification from the Bidder regarding such legal conditions after submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by the Department. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves of the local laws / conditions of the State.

4.2 General Instructions

- a) The bidder is requested to go through the instructions, terms & conditions and Specifications given in the tender. Failure to furnish the required information in every aspect will be at the bidder's risk and may result in rejection of the Tender. For any queries contact Director of Agriculture, O/o. Director of Agriculture, Chepauk, Chennai-600 005. Phone no: 044 2858 3323 (Extn: 179) email: diragri@tn.nic.in
- b) Department will host the tender notification in Leading Newspapers and Government website tenders.tn.gov.in and the prospective Bidders should download the tender document from the above website.
- c) The Technical Bid form and Price Bid form will be available separately. The Bidders can access and download the Bid Forms.

- d) The Technical and Price Bid forms should be filled and submitted in physical formats along with required documents.

4.3 Cost of Bidding

The Bidders shall bear all the costs associated with the preparation and submission of Bids. Department will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

4.4 Language of the Bids

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copies are liable to be rejected.

4.5 Letter of Authorisation

A letter of Authorisation from the Appropriate Authority concerned (Board of Directors / members of Partnership firm / Joint Venture / consortium authorising the Tender submitting authority or a Power of Attorney should be submitted with the bid, otherwise the Bid will be summarily rejected.

4.6 Clarifications and Amendments

- a) A prospective Bidder requiring any clarification in the Tender may notify the Department by letter to Director of Agriculture, Chepauk, Chennai-600 005 or by e-mail to diragri@tn.nic.in. We encourage paper free e-mail communication.
- b) Amendments if any, will be notified in the websites by means of Corrigendum to the Tender Document.
- c) The Bidders should check periodically for the corrigendum in the websites till the closing date of this Tender. Department will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- d) No clarifications would be offered by the Department within 48 hours prior to the due date and time for opening of the Tender.
- e) Before closing of the Tender, DEPARTMENT may amend the Tender document as per

requirements or wherever DEPARTMENT feels that such amendments are absolutely necessary.

- f) DEPARTMENT at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- g) DEPARTMENT is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the websites.

4.7 Contacting Tender Inviting Authority

- a) Bidders shall not make any attempts to establish unsolicited and unauthorised contact with the Tender Inviting Authority or Tender Scrutiny Committee or Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempts by any Bidder to bring in the extraneous pressures on the Tender Accepting Authority and / or the Officials of DEPARTMENT shall be the sufficient reasons to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

4.8 Two Cover Tender System

Bidders should examine all Instructions, Terms and Conditions and Scope of work given in the Tender Document. Failure to furnish information required by the tenderer or submission of bids not substantially responsive or viable in every respect will be at the bidders risk and may result in rejection of bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be held non-responsive and will be rejected. The Tender should be submitted in two cover tender system and the outer cover should be super scribed as **“Tender No.: ITCELL/5/57354/2022/Digitisation, due date (as mentioned in the Tender Notification) on 17.06.2022 4.00PM.**The “From” address and “To” address shall be written without fail otherwise the bid is liable for rejection.

The Bid cover shall contain the following envelopes (A – Technical Bid, B – Price Bid cover) as explained below:

Envelope A: Technical Bid (Annexure-5):

1. The Technical Bid should be filled by the bidder in the forms provided with the appropriate information under the Technical Bid
2. The bidder should submit all relevant documents against each form to substantiate the information entered in the forms.
3. All the pages of the documents submitted by the bidder should be signed with seal.
4. The Technical Bid form should not be changed or altered or tampered. If the bid form is tampered, the bids will be summarily rejected.

Envelope B: Price Bid (Annexure-6):

All the Price items as per the format given in the Tender document shall be prepared/typed, signed with seal in all the pages by the Authorised Signatory of the Bidder. Any alterations, deletions or overwriting shall be attested with full signature of the Authorized Signatory. Only a single price for a revenue village to use advanced technology to overlay digitised village FMB on satellite imagery and mark individual land parcel boundaries without any manual intervention for all the land parcels in Tamil Nadu spread across in 17,662 revenue villages(CRA,TN) and linking of basic attributes of the farmer such as Farmer Name, Father Name, AADHAAR number, Bank Account details, Crop details, Benefits, subsidies and schemes availed from the Department, should be quoted and creating Unified farmers database as mentioned in section 6 of scope of the project. The prices quoted shall be only in Indian Rupees (INR) only. **The Bid is liable for rejection if Price Bid contains variation clause or conditional offers or partial offers.**

4.9 Mode of Submission of Tenders

The Bids should be submitted not later than the date and time specified in the Tender Notification or Corrigendum if published. The tender should be submitted in the physical format and dropped in the Tender Box provided in the IT Cell division, Fourth Floor, Directorate of Agriculture, Chepauk, Chennai – 600 005.

4.10 EMD

- 1) a) An EMD amount as specified in the Tender Notification, shall be paid through Demand Draft in favour of Director of Agriculture, Payable at Chennai or through Internet Banking (NEFT/ RTGS) to the account of Director of Agriculture, A/c.No.1791 0100 000 5325 of Indian Overseas Bank, Chepauk Branch, IFSC Code: IOBA 000 1791. If the payment is made on online mode, online generated Acknowledgement Receipt in the name of Payee should be attached with the Tender Document.
 - b) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time. The EMD amount held by DEPARTMENT till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
 - c) The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfilment of the Contract.
- 2) The EMD amount will be forfeited by DEPARTMENT, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful bidder fails to remit Security Deposit within the respective due dates.

4.11 Black List

- a) Any bidder who is black listed in DEPARTMENT or by the Indian Government / PSUs will not be eligible to bid for tender in DEPARTMENT, as per the conditions of the black listing.
- b) In case show cause notice has been issued by DEPARTMENT for performance, their DEPARTMENT reserves the right to disqualify the bid submitted by such bidder.

4.12 Modification

- a) Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document prepared by DEPARTMENT and in the Bid submitted by the Bidder with or as part of their Tender.
- b) No Bid can be modified by the Bidder after opening of the Tender.

4.13 Tender opening

The Technical Bid will be opened on the date and time as specified in the Tender Notification/schedule in the presence of those Bidders, who choose to be present against production of an authorisation letter from the Bidding authority. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

4.14 Tender Validity

The offer submitted by the Bidders shall be valid for a minimum period of 180 days from the date of opening of the Tender.

4.15 Technical Bid Evaluation

- a) A Tender Scrutiny Committee will examine / scrutinise the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.
- b) **The simulation of the proposed Geo-referencing of village Sub-Division wise and linking with farmer database should be shown as Demonstration during the evaluation of Technical Bid.**
- c) Agencies are expected to meet the eligible criteria as mentioned in the Tender document for different categories. Agencies failing to either meet these criteria or not furnishing the requisite supporting documents/ documentary evidence is liable to be summarily rejected.
- d) The Technical evaluation of the Bid will be assessed through the technical evaluation matrix 4.15.1

4.15.1. Technical Evaluation Matrix

The scope of the assignment involves a range of interdisciplinary activities in multiple domains such as computer vision, remote sensing, GIS, data analytics and software development.

It is imperative that the process of awarding the project to a bidder involves a thorough assessment of the bidder's technical prowess.

Note that, to accomplish the tasks in this assignment, several customized scientific methodologies and technological tools should be developed. By considering this, we have come up with a carefully designed technical evaluation criteria such that it could help with the following:

- a. asses how advanced and comprehensive the bidder's scientific methodologies are?
- b. how fast they can accomplish the tasks involved in the project?
- c. considering the datasets held by the Revenue Department, how suitable and adaptive are the methodologies provided by the bidder?

S. No.	Evaluation criteria	Total Mark
A	Technical Approach & Methodology	100
B	Technical Demonstration	100
	Total	200

S.No	Criteria	Basis of Evaluation	Maximum Marks	Supporting documents
A	Technical Approach & Methodology		50	
A1	Proposed Approach & Methodology in the Technical Proposal	Qualitative assessment based on Demonstration of understanding of the Department's requirements through providing: -Proposed solution, - Technologies and Use cases -Challenges - Risks -Mitigation plan - Milestones and deliverables -Approach & Methodology	50	Marks would be allotted based on the Technical Presentation. The presentation would be considered as part of the Technical Proposal.
B	Technical Demonstration		50	The demonstration should be made in a web based application developed by the bidder.
B1.	Geo-referencing and digitization of Village map provided by the Revenue Department of TN	<p>The bidder should demonstrate this task for a specific village map.</p> <p>The dataset needed to perform the above mentioned task (digital village map of the selected village) will be made available in the following URL before 7 days of the tender closing date:</p> <p>The resulting output i.e., geo-referenced and digitized cadastral map should be visualized in the webapp</p>	10	
B2.	Demonstration of automated integration of FMBs to the Geo-referenced and Digitized village maps	<p>During the time of technical evaluation, the bidder will be given 10 FMB sketches of the parcels in the selected village in GIS-ready format (Shape file and Geojson format), on the spot.</p> <p>The bidder's webapp should allow uploading these sketches. The uploaded sketches should be automatically integrated with the corresponding geo-referenced cadastral boundaries.</p>	30	
B3.	Integration of non-spatial attributes	During the time of evaluation, the bidder will be given an excel sheet containing non-spatial attribute data corresponding to the FMB sketches.	10	

		<p>The web app should allow uploading this excel sheet and subsequently automatically map to the corresponding Geo-referenced FMBs sketches based on the unique ID (survey and Sub-division number).</p> <p>The web app should facilitate to view the attributes added to the FMB sketches</p>		
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4.16 Price Bid Evaluation

- a) The Price Bid should include all expenses towards this assignment.
- b) All the price components and taxes indicated in the Price Bid will be taken up for the Price Bid evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- c) The Mandatory Price Bid components will be added and evaluated. The Optional price components will be excluded from the evaluation. The lowest Price will be called as L1 price. The L1 Price will be negotiated and finalised. The Optional price components will be invoked when necessary.

4.17 Negotiations

Negotiations will be conducted with all the Successful Bidders for improvement in the Scope of Work, Specification.

4.18 Tender Prices and Taxes

- a) If the Successful Bidder proposes to use any tools/templates to facilitate the work, the cost of the same should be included in the quote and no extra payment will be made on this account.
- b) The Successful Bidder will have full and exclusive liability for payment of all taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed. Payments will be made to the Successful Bidder after deduction of Taxes at source as applicable. All the prices to be quoted in Indian Rupees only (INR /Rs.)
- c) It is the clear understanding of the Bidders that the complete scope defined or as may be required for the intended objective of this Tender is included in the Price Bid. No extra payment apart from the quoted cost will be made to achieve the intended objectives. Reasons like, reasons not envisaged, not considered particular activity or element of cost required to be carried out for achieving the intended objectives or some activity not specifically mentioned in the tender but required to be carried out for achieving the intended objective will not form basis for considering extra payment.

- d) No extra payment will be made for working on extended hours and working on Holidays to meet the committed delivery schedule.

5. Terms and Conditions

5.1 Acceptance/withdrawal of Tender

The final acceptance of the tender is entirely vested with the Department who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by the Department, the Successful Bidder shall have no right to withdraw their tender or claim a higher price.

5.2 Rejection of Tender of banned Bidder

As per The Tamil Nadu Transparency in Tender Act 1998, if at any time before the acceptance of tender, the Tender Accepting Authority receives information that a tenderer who has submitted the tender, has been banned by any procuring entity, the Tender Accepting Authority shall not accept the tender of that tenderer even if it may be the lowest tender.

5.3 Letter of Acceptance and execution of Contract

- a) After acceptance of the Tender by the Department, a Letter of Acceptance (LOA) will be issued to the Successful Bidder(s) by the Department. The Empanelment period accepted will be counted from the date of issue of the letter.
- b) The Successful Bidder shall execute a Contract in the non-judicial Stamp Paper of the required amount bought in Tamil Nadu only in the name of the Bidder within 7 days from the date of Letter of Acceptance issued by Department with such changes/modifications as may be indicated by Department at the time of execution on receipt of confirmation from Department.

- c) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of the Department. Department reserves its right to cancel the LOA either in part or full, if these conditions are violated. If the Successful Bidder fails to execute the Contract within the stipulated time in the tender, the EMD/SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- d) The expenses incidental to the execution of the Contract shall be borne by the Successful Bidder.
- e) The conditions stipulated in the Contract shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of Department and Department also have the right to recover any consequential losses from the Successful Bidder.

5.4 Security Deposit

The Successful Bidders will be required to remit the Security Deposit (SD) equivalent to ten percent of the value of the order, inclusive of EMD paid through online by RTGS/NEFT mode / DD or in the form of unconditional irrevocable Bank Guarantee obtained from nationalised bank valid for a period of 15 months from the date of letter of acceptance / bank guarantee. The Security Deposit shall be paid within 7 days from the date of issue of Letter of Acceptance (LOA) by the Department. The Security Deposit will be refunded to the Successful Bidder only after the satisfactory completion of the contract period or extended the period, if any. The Security Deposit held by the Department till it is refunded to the Successful Bidder will not earn any interest thereof. The Security Deposit will be forfeited, if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

5.5 Release of Work Order

After execution of the Contract and payment of Security Deposit, “**Confirmatory Work Order**” for the **Geo tagging of Land parcels and Linking them with Unique Farmer Database** will be issued to the Successful Bidder by DEPARTMENT. The payment will be based on the Work Order(s) issued after the completion of the work.

5.6 Forfeiture of Security Deposit and EMD

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited to the Department.
- b) If the Successful Bidder fails to remit the Security Deposit, the EMD remitted by him will be forfeited to the Department and the tender will be held void.
- c) If the Successful Bidder fails to act up on to the tender conditions or backs out from the Contract, the SD mentioned above will also be forfeited by the Department.

5.7 Execution of Work Order

The Successful Bidder shall nominate and intimate Department a Single Point of Contact (SPOC), who shall be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder shall ensure that the SPOC fully familiarises with the Tender Conditions, Scope of Work and deliverables.

5.8 Assigning of Tender whole or in part

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder shall not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the prior written consent of DEPARTMENT.

5.9 Implementation Schedule

S.No	Key deliverables	Completion schedule (Months from the date of issue of LOA= D1)
1.	SRS Document	D1+4 days=D2
2.	Geo tagging of Land parcels and Linking them with Unique Farmer Database	D2+90 days=D3
3.	Completion of UAT	D3+3 days=D4
4	Completion of Roll out	D4+3 days

5.10 Liquidated Damages

A penalty will be levied at the rate of 1% per week on the total contract value subject to a maximum of 10% for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay caused from the customer side will be excluded from the

delivery time. In the event of failure to fulfil the conditions, the CUSTOMER at its discretion may initiate any of the actions such as;

- Extension of time may be permitted to complete the work.
- Liquidated Damages will be levied.
- Contract may be terminated and new contract may be awarded to other Technically Qualified Bidders at the same tender cost or at higher cost. In case of higher cost, any difference in cost to be incurred in engaging other technically qualified Bidder may be recovered from the Successful Bidder.
- Any other action as may be deemed fit by the CUSTOMER / DEPARTMENT in the best interest of the work.

5.11 Penalty for non-fulfilment of conditions

A penalty will be levied at the rate of 1% per occasion subject to a maximum of 5% of the total contract value in the event of non-fulfilment or non- observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Work Order at the discretion of CUSTOMER/DEPARTMENT.

5.12 Total Penalty Cap

The total penalty cap including Liquidated Damages and penalty for non-fulfilment of the Tender conditions would be **10% on the total value of the Work Order.**

5.13 Termination of Contract

5.13.1 Termination for default:

- a) Department may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the Successful Bidder, terminate the contract in whole or part,
- If the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to deliver the items as per the Delivery Schedule or within any extension thereof granted by Department.
 - If the Successful Bidder fails to perform any of the obligation(s) under the contract; or
 - If the Successful Bidder, in the judgement of the Department,

has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- b) In the event of the Department terminating the Contract in whole or in part, the Department may procure the services upon terms and in such manner as deemed appropriate at the risk and cost of the defaulting Successful Bidder and the Successful Bidder shall be liable to the Department for any additional costs for such services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

5.13.2 Termination for Insolvency:

Department may at any time terminate the Contract by giving written notice with a notice period of 15 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DEPARTMENT.

5.13.3 Termination for Convenience:

The Department may by written notice with a notice period of 15 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for DEPARTMENT's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

5.14 Force Majeure Conditions

Neither Department nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- a. Any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity.
- b. Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds
- c. Fire or explosion, chemical or radioactive contamination or ionizing radiation

- d. Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy.

5.15 Arbitration

- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the DEPARTMENT.
- b) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Managing Director of DEPARTMENT. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- d) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- e) The Arbitral Tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties. The venue of the arbitration shall be Chennai and English language.
- f) The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- g) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.
- h) Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

6. Scope of Work

6.1 General

The Department of Agriculture serves the citizens of the State in eradicating hunger by increasing food-grain production. The future of Agriculture is purely dependent on adoption of data and other modern technologies. Agriculture Extension System shoulders the responsibility of disseminating these technologies to the farming community and thereby plays a significant role in increasing farm production. Information Technology has successfully transformed the entire world into a global village. As envisioned by the Hon'ble Chief Minister, Tamil Nadu has become a leader at the national level in effective transfer of technology to farmers. The Department of Agriculture has developed a portal called AGRISNET which provides a platform for giving advisories to farmers on latest technologies, weather forecast, input availability and market trends. Two of its important modules: Farm Crop Management System (FCMS) and Comprehensive Input Supply Management System (CISMS) have been recognized as the best tools in the country and the Government of India has given the National e-Governance Gold Award to Tamil Nadu. Similarly, a mobile app called “Uzhavan” was developed in Android and IOS versions (**Bilingual – Tamil & English**) with 19 services.

The current proposal is a precursor to build a digital-agri-stack that can help inform agricultural budgeting and investment, innovation and policy strategy, agricultural production, food security, rural development, nutrition, natural resources, regional food systems. To ensure **individual farm-wise personalised Agriculture Information Services delivery**, it is essential that all land parcels are geo-tagged. In Tamil Nadu, most of the land records are digitised but are not geo-tagged. Hence, it is mandated to geo-tag the survey and sub-division number-wise land parcels along with the landholding area. It is required to use advanced technology to overlay digitised village FMB on satellite imagery and mark individual land parcel boundaries without any manual intervention for all the land parcels in Tamil Nadu spread across in 17,662 revenue villages(CRA,TN). Further, basic attributes of the farmer such as Farmer Name, Father Name, AADHAAR number, Bank Account details, Crop details, Benefits, subsidies and schemes availed from the Department have to be linked to the Geo tagged land parcels.

This should be done in such a way as to facilitate use of spatial technology to identify land parcel wise crop, soil and other parameters using their spectral signatures over time. It should also facilitate ground-truthing using data provided by field extension officials during their field visits and also using data provided by farmers themselves through self-declaration.

The objective is to build a web-based geo-referenced agricultural land parcel information system for TN using advanced technologies. The desired key functionalities of the system are as follows:

- 1) The system should have a facility to maintain an up-to-date geo-referenced survey and sub-division wise land parcels in GIS ready format (shape files and PostGIS) by leveraging existing maps (cadastral and FMB sketches) from Survey and Settlement Department of Tamil Nadu.
- 2) The system should facilitate automated mapping of relevant attributes to the above mentioned geo-referenced land parcels. These attributes could be available to the system in two modes: (a) direct uploading of files (e.g., in database or excel format) to the system or, (b) the system should have the capability to fetch it from servers/systems maintained by several government departments at a stipulated frequency via any standard transfer protocol (e.g. REST API) .
- 3) The system should have an intuitive and engaging user interface where the user can login and visualise attributes and maps of the land parcels, with satellite imagery and publicly available maps (such as Open Street Map) in the background as a reference. The system should also have the provision to select desired features using spatial and attribute filters. The user should be able to download both the original data and the filtered data in both textual and GIS ready (Shape file, KML, etc.) formats.

The key tasks to be accomplished by the bidder to build the above system are briefly described below:

1) Data collection

The following two kinds of datasets available with Survey and Settlement Department are the base data to build the desired system:

- a. Village (cadastral) Map: It represents the outer boundary of each survey number in a

village. Their scanned copies are available.

- b. FMB Sketch: The subdivision of each survey number is recorded and updated in a Field Measurement Book (FMB).

Specific instructions for bidder:

The bidder shall be provided with read-only access to the specific folder of the server holding the village maps and FMB sketches. The bidder shall develop an automated script to fetch the data from the server.

2) Geo-referencing of Digital Cadastral Map

Geo-referencing can be defined as the process of transforming spatial data from image (row and column) coordinates into a world coordinate system. For geo-referencing of the cadastral map, sufficient number of Ground Control Points (GCP) with ground coordinates are required. The primary source for acquiring GCP is through field surveys which are expensive and time consuming. The alternate method of geo-referencing is to use freely available geo-referenced high resolution satellite imagery. The high resolution satellite data, which depicts distinctly the field bunds, roads, streams, water bodies, etc., can be used as a GCP database for geo-referencing of cadastral maps. In this scenario, the corresponding common points identified in both satellite image and scanned village map will be used as GCPs for geo-referencing. The scanned map may contain errors due to differential scanning, wear and tear, differential shrinkage/expansion resulting in non-uniform scale at different locations of the map, deflection in north orientation, etc. Hence, a significant number of GCPs that are spatially well-distributed across the village shall be considered to carry out geo-referencing to make the map accurate and compatible with other spatial databases.

Specific instructions for bidder:

- Generate a significant number of GCPs by identifying the corresponding points between the cadastral map and the geo-referenced high resolution satellite imagery.
- Geo-reference the cadastral map using the generated GCPs.
- Set datum and projection for the geo-referenced cadastral i.e., WGS 84 datum and UTM projection.
- Save the geo-referenced cadastral image in geo-tiff format.

3) Vectorisation/Digitisation of Village Map

Once the village maps are geo-referenced, the next step is to create a spatial database i.e., digitization or Vectorisation of geo-referenced cadastral maps.

Specific instructions for bidder:

- The geo-referenced village maps in image format can be digitised using any standard, free and open source GIS based digitisation tool.
- Various features in village maps like parcel boundaries, roads, canals/drains, intersections are categorised into either polygon, line or point features.
- These polygons, lines and point features are to be captured into different layers.
- The features such as wells, village tri-junctions, etc. are to be digitised as point features.
- The features such as rivers and roads are to be digitised as line features.
- The features such as parcel boundary and settlement boundary are to be digitised as polygon features.
- Logical connectivity of the features is to be maintained e.g., a river would not join a road.
- Centre lines need not be digitised for double line/polygon features.
- Attach survey numbers to each of the land parcel polygons as provided in the village map.
- Care is to be taken to maintain continuity of polygon and line features.

4) Updating subdivisions of parcel with FMB using automated approach

The subdivisions of each survey number within the village cadastral map are recorded and updated in Field Measurement Book (FMB) and is made available as schematic diagrams in digitised format. The dimensions of the subdivisions in the parcel available on the FMB should be used to update the village cadastral map in such a way that they correspond more accurately to actual land holdings on ground as can be seen when overlaid on satellite imagery. The FMB sketches are many in number, across 17,662 Revenue villages in Tamil Nadu and furthermore they may get updated very frequently. Hence, the manual integration of each FMB into corresponding cadastral boundaries is not a feasible approach in terms of time, cost and effort. Hence, an automated approach is desired to integrate the FMB into the geo-referenced and digitised village cadastral map.

Specific instructions for bidder:

- The system should have the capability to automatically integrate each FMB sketch into the corresponding digitised and geo-referenced cadastral map.
- The geo-referenced FMB using the automated approach should be saved in the GIS ready format (shape file and PostGIS) with appropriate datum and projection information i.e., WGS 84 datum and UTM projection.
- The geo-referenced FMB should get automatically updated as and when the system is provided with an independently modified and updated version of FMB by the concerned Department.

5) Integration of Attribute Data

Any spatial database is an integration of spatial and non-spatial attributes. The spatial attributes (e.g., geometry and world coordinate projection information) will be captured through the above-mentioned tasks 2, 3 and 4. The non-spatial attributes (e.g., land owner details, crop information, soil health parameters, etc.) related to specific spatial entities will be linked to the above-said spatial database using unique IDs. In our scenario, the unique ID will be a combination of survey and subdivision numbers of the land parcel. For example, the unique ID could look like 23/1A where 23 is the survey number and 1A is the sub-division number. The non-spatial attributes related to land parcels are available across several systems from different government departments in different formats.

Department of Agriculture and Farmers Welfare is having a huge farmers database of around 70 Lakhs and these are available under various schemes such as Farm Crop Management System being implemented since 2012, Comprehensive input Management System (Online Billing of distribution of Inputs), Crop Insurance, etc. Data profiling of the above databases is to be done to clean the data, de-duplicate beneficiaries, sort out identical fields and create a Unique Farmer Database using Big Data Analytics technology.

The unique database should be made available to the field level extension functionaries through an android application for verification, collection of missing attributes and new registrations. This mobile app should be usable in the Revenue villages for ‘on the spot’ validation of AADHAAR number from UIDAI portal, Bank Account number from National Payment Corporation of India (NPCI) and land details from State owned land records database (Tamil Nilam) portal. Data validation will be carried out by the Department Field Extension Functionaries along with ATMA & Crop cutting experiment Contractual staff. An automated pipeline should be created for data retrieval, pre-processing, compilation and integration to the land parcels (geo-referenced FMB maps) based on unique IDs.

Specific instructions for bidder:

- Data profiling of above databases of the Department of Agriculture and Farmers Welfare is to be done to clean data, de-duplicate beneficiaries, sort out identical fields and create a Unique Farmer Database using Big Data Analytics technology.
- The unique database should be made available to the field level extension functionaries through an android/web based mobile application as described above for verification, collection of missing attributes and new registrations.
- An automated pipeline should be created for data retrieval, pre-processing, compilation and integration to the land parcels (geo-referenced FMB maps) based on unique IDs.
- The system should have a provision to automatically fetch data across several systems from different government departments.
- The system should also be able to consume data from files (in database or excel format) uploaded to the system.
- The data obtained in different formats are to be compiled, cleansed and converted into a standard database format where the unique id of the land parcel would be the primary key for each record in the database.
- The above attributes in the above-derived database should be automatically integrated to geo-referenced FMB in shape file and PostGIS formats as non-spatial attribute data.
- The database should be capable of integrating with external databases which are

relevant to this system such as land records, seed supply, fertiliser management, soil health, etc.

- Use of Analytics should be facilitated for decision making by policy makers.

6) Customised Enterprise Web-GIS Application

Bidder will Design and Develop GIS based web application for Agricultural Department with access governance. The application should have Role Based Access Controls (RBAC) to configure access to different types of users in the organisation. This application will cater to the viewing, analysing, & utilising the Geographic Information needs of different stakeholders in the Agriculture Department. If any licence structure exists, it should be provided considering lifetime use, with support for an unlimited number of users.

Specific instructions for bidder:

The required features to be developed for web GIS application are as follows: -

1. Components should be deployed on Open Source GIS Platform: Geo-Server.
2. It should be OGC Open Geospatial data standards compliant.
3. Integration with existing Servers, Client, Web, Mobile / Tablets(including legacy applications) is to be supported.
4. Application should be modularised and flexible enough to be extended in future with additional features.
5. Visualisation of hierarchy of spatial layers along with their attributes e.g. Boundary of Land Parcel Data with satellite imagery in the background and displaying of non-spatial attributes on the Land Parcels
6. Support for querying and analysing results
7. Should support distributed/parallel transactions. This allows multiple users to access and edit data at the same time.
8. Should Support open source databases: PostGIS to manage spatial and non-spatial data.
9. Overall architecture should include integration with a Big data system to host large volumes of data and perform analytics seamlessly.
10. Application should support DBMS spatial index and R-tree index for better system performance
11. Creation of server clusters with load balancing and fail-over functionality should

be supported.

12. Application will support data compression and asynchronous map view, static &dynamic cache.
13. Application will have facility to configure additional menus for future functionality.
14. User authorization and authentication should be GUI based.
15. Application should have the capability to monitor and audit information including user login, data access, system metrics - CPU, memory utilisation etc.
16. Application will have the facility to create custom GUI without business customization through designated application.
17. The selected bidder is expected to follow the complete SDLC for the development of the GIS application.
18. Proposed/Developed GIS Application software will follow National Spatial Data Infrastructure (NSDI) Meta standards.

6.2 Requirement Gathering

Requirement gathering involves working with stakeholders to get all shape files. Suggesting hardware requirements based on the usage information provided by the customer. Setup data servers on customers' infrastructure and populate all the provided data, preparation of detailed SRS. The report shall comprise of the Solution Architecture, Technical Architecture Design and Data Model. Also recommendations for the entire infrastructure needed to host the application in terms of Sizing of Software and Hardware – Servers, Storage & Networking components, Internet Bandwidth / Point to Point Links based on the availability and usage requirements.

The Developer shall validate the SRS with the users and shall obtain sign off from the customer. The finalised SRS will be the basis for the implementation of the solution.

6.3 Design and development

Design and development of Application including analysing the existing shape files, identify the map server, import the shape files and purify the data and make it available for any application including the applications being developed to improve the performance.

6.4 User Acceptance Test

The testing environment has to be built to conduct the User Acceptance Testing and System integration testing. Module wise bugs report and resolutions shall be documented and submitted to the customer for review. The UAT shall be completed and sign off shall be obtained.

6.5 Go-live

The finalised software shall be rolled out. A phased approach shall be discussed and the Developer shall ensure that the application is rolled out within the agreed time frame.

6.6 Training

Provide Comprehensive training to all stakeholders for usage of the system along with manuals for all the modules and applications. All the application users as identified by the customer shall be trained hands on in the application. The training shall be held at the locations to be identified by the Customer and duration as required. The Administrators shall be trained on System Administration, Database Administration and minimum level of troubleshooting.

6.7 Hand-Holding support

The developer shall provide hand-holding support onsite for the period as decided by the Customer. During the client level hand- holding, the support person shall assist the users in extra training, basic trouble-shooting and application usage. The client level hand-holding is subject to the discretion of Customer.

The hand-holding resources shall comprise with mix and match of system persons and database persons. The onsite support resources shall upkeep the application running.

6.8 Service Level Agreement

The Service Provider shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The application needs to be available 24x7 with 99% of availability during the supported hours. It needs to be available for off business hour application processing requirements. At the time of SRS validation, based on the needs a SLA shall be arrived along with Penalty computation for failures to adhere to the SLAs on a mutually agreed basis by the selected bidder.

6.9 Annual Technical Support

A free warranty should be covered for one year from the date of Successful Roll out ie., after project Go-Live. On completion of the free warranty support period, the second year onwards paid ATS to maintain the application to fix defect arising from use in production, carry out enhancements as required by stakeholders and support various installations of the system such as Production, DR, and UAT etc. in order to meet desired SLAs.

6.10 Facility Management Service

The facilities management would involve activities database administration, System administration, backup & disaster recovery management.

7. Technical Requirements

7.1 Compliance with Open Standards

The proposed solution shall be compliant with industry standards, wherever applicable. This will apply to all the aspects of the solution including but not limited to design, development, security, installation, and testing. The list of standards is indicated for reference but may not to be treated as exhaustive.

Map Server	Geo Server, Open Standards
Data Services	PostGIS, SQL
Information access / transfer protocol	REST API, SOA HTTP/HTTPS
Interoperability	Web services open standards
Secure communication	SSL protocol

7.2 Solution Architecture

The Application architecture should enable all existing (2016) and current data (GELS 2019) through Open Standard Geo-Server and must be interoperable with any system later. The solution should support complete scaling and growth without performance deterioration.

7.3 Security

The architecture should provide an end-to-end security model that protects data. Unauthorised access to application, database, servers and network should be prevented. A log should be maintained for the transactions handled. System should incorporate an audit trail system.

7.4 System Roles and Responsibilities

- Controls should be incorporated to ensure that the databases are not tampered except updating the records. Administrators and users should be allotted role based authentication. Users should be allotted login user-id, password and security protect the system and fix up accountability for transactions carried out.
- The application software should provide complete control to the System Administrators. The Administrator shall have web interface through Intranet/Internet without any limitations.
- System Administrator will be responsible for managing all the functionality. The Administrator will be a system professional possessing advanced knowledge of operating system, database management and aid the users for effective usage of the software.
- General users will be responsible for system usage, creating and updating the records pertaining to the roles assigned to them. The Users shall have web interface through Intranet/Internet with access limitations as per the system Policy. The users will have basic knowledge of computer operations and software operations.

7.5 Project Deliverables

The following are the list of deliverable that are expected as part of the project:

- Detailed Requirement study report
- Prototype and demonstration
- Shape files with all updated attribute values.
- Configure and run Geo server on the client's infrastructure.
- User Acceptance Testing

- Training materials (screen videos)

7.6 Acceptance of Milestones

S No	Key Deliverables	Acceptance
1.	SRS Document	Acceptance by the TNeGA/Agri
2.	Design and Development Document	Acceptance by the TNeGA/Agri
3.	Completion of UAT	Acceptance by the TNeGA/Agri

7.7 Intellectual Property Rights (IPR)

The ownership and IPR of the deliverables made under this Contract would always rest with Customer. The ownership and IPR of the Proprietary tools and/or other tools used by the Developer or third party or parties for the purpose of making the deliverables would always rest with the respective parties. The Developer would disclose such tools to be used under this Contract to Customer.

7.8 Review and Monitoring

The Developer should be accountable to the Customer/ Department for successful implementation of the software solution. The Customer/ Department will hold scheduled review meeting. The Developer should report the progress to Customer/ Department during the review meeting and adhere to the decisions made during the review meeting.

7.9 Exit Clause

- a) At the time of expiry of contract period, as per the contract between the parties, the Developer should ensure a complete knowledge transfer by their deployed professional to the new professional replacing them within a period of 2 weeks.
- b) The Developer at the time of exit process will supply the following.
 1. All information relating to the work rendered
 2. Documentation relating to Intellectual Property Rights
 3. Project data and confidential information
 4. All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to Customer or any other agency identified to carryout due diligence in order to transition the

provision of services to the Customer or any other agency identified.

5. All properties provided by the Customer shall be returned.
6. Before the date of exit of the Developer from the Customer, the Developer shall deliver to the Customer all new and updated deliverables and shall not retain any copy thereof.

7.10 Post Contract Condition

After successful completion of the free warranty period, paid technical support should be provided from second year as decided by the Customer. A separate contract will be entered with the Developer subject to the satisfactory performance of the Developer and at the discretion of the Customer. During the technical support contract, the same SLA conditions as specified in the Tender will be maintained.

7.11 Bill of Quotation (BoQ)

Table 1 Bill of Quotation for the contract

S. No	Component	Unit	Price per unit cost per Revenue village
1.	Cost for Developing Geo Tagging Land Parcels and Linking Them with unified farmer database and Free Warranty for a period of 12 months for the state web portal and mobile app	Lump sum	
S. No	Component	Unit	Price for creation of Unified Farmers Database for entire state
1.	Data profiling and cleansing for creation of unified farmer database and Free Warranty for a period of 12 months for the state web portal and mobile app	Lumpsum	
	Grand Total		

Table 2 Price Discovery

S. No	Component	Unit	Price per unit	Quantity	Total
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Signature with Seal

1	O & M after Free Warranty period	Lump sum per year		1	
	Total				

8. Payment Terms

No advance payment will be made and stage-wise payment will be released based on the deliveries completed and accepted.

- 90% payment will be released in stages as mentioned based on number of villages agreed in LOA.

S.No	Key deliverables	Payment (%)
1.	Geo tagging of Land parcels and Linking them with Unique Farmer Database	15
	a.) On completion of 30 % of villages	15
	b.) On completion of 30 % of villages	20
	c.) On completion of 40 % of villages	
2.	Completion of UAT	20
3.	Roll out completion	20

- Balance 10% will be retained as performance guarantee for a period of one year from the date of implementation. Alternatively, the balance 10% will be released against submission of unconditional and irrecoverable Bank Guarantee valid for a period of one year.
- For other activities such as additional development of 10% over SRS, will be released on the actual man months utilized, and security Audit/ VAPT should be included in the quoted price by the successful bidder.
- The TDS amount, Penalty if applied will be deducted in the payment due to the Developer. The penalty amount if any levied will be adjusted from the Bills submitted by the Developer.

CHECK LIST

(Only confirmation for the enclosed documents and not as tender conditions)

(Please tick Yes/No as the case may be, for each item below).

1.	Covering letter and Check List as per Annexure 1	Yes/No
2.	Certified power of Attorney authorizing a representative (s) of the firm to sign the tender and all subsequent communication	Yes/No
3.	The Earnest Money Deposit	Yes/No
4.	Bidders covering letter	Yes/No
5.	Letter of undertaking as per annexure 2	Yes/No
6.	Evidence for Financial Standing as per Appendix 8 and a copy of Annual Audit Report/Balance sheet and Profit and loss statement for the three (3) preceding financial years 2019-20, 2020-21, 2021-22.	Yes/No
7.	Letter of Tender as per annexure 9	Yes/No
8.	Income Tax statement for the preceding three years viz, Assessment Year 2018-19, 2019-20 and 2020-21 to be submitted.	Yes/No
9.	Bank certificate regarding credit facility as per Annexure 3	Yes/No
10.	Notarized undertaking by the Tenderer for nominated person	Yes/No
11.	GST registration certificate from the Commercial Tax Department of Tamil Nadu/ the State in which the firm is situated. Latest GST Filing.	Yes/No
12.	The identical copy of the Tender document with all pages duly signed by the authorized signatory of the Tenderer and stamped with the company seal. The document copy shall be returned as it is (with signature and seal) in token of having read, understood and accepted the various terms conditions and specifications of the tender document	Yes/No
13.	Technical Bid as per annexure 5	Yes/No
14.	Price Bid as per annexure 6	Yes/No

Name of the company

Signatory of the company

Seal of the company

Name of the authorized Signatory

Signature with Seal

Annexure – 1: Bidder's Covering Letter

(Letter should be submitted in Bidder's Letter Head)

Date:

To

The Director of Agriculture
Department of Agriculture
Chepauk,
Chennai-600 005.

Dear Sir,

Sub: Tender Document for **Geo tagging of Land parcels and Linking them with Unique Farmer Database** – Reg.

Ref: Tender Reference: **IT CELL/5/57354/2022/DIGITISATION.**

1. We have examined the Tender Document for **Geo tagging of Land parcels and Linking them with Unique Farmer Database** permissions as specified in the Tender. We undertake to meet the requirements and implement the solution and render services as required and are set out in the Tender document.
2. We attached our Technical Bid and Price Bid as required by the Tenderer both of which together constitute our proposal, in full conformity with the said Tender.
3. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We undertake, if our Bid is accepted, to adhere to the scope of work as specified in the Tender or such modified plan as may subsequently be agreed mutually.

Signature with Seal

5. We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this Bid response for a period as mentioned in the Tender from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Department.
6. We affirm that the information contained in the Technical Bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Department is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Department as to any material fact.
7. We agree that the Department is not bound to accept the lowest or any Bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the service specified in the bid response without assigning any reason whatsoever.
8. It is hereby confirmed that we are entitled to act on behalf of our company/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Authorised signatory:

Name of the authorised person:

Designation:

Name of Bidder:

Seal of Bidder:

Signature with Seal

Annexure – 2: Letter of Undertaking

To

The Director of Agriculture
Department of Agriculture
Chepauk, Chennai-600005.

Sir,

Sub: Undertaking for participation in DEPARTMENT's Tender for **Geo tagging of Land parcels and Linking them with Unique Farmer Database** – Reg.

Ref: Tender No. **IT CELL/5/573542022/DIGITISATION**

I/We ----- have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down in the Tender Documents (Technical bid , Corrigenda if any), fully in all aspects failing which, suitable actions can be taken against us as applicable in the tender.

I/We ----- hereby confirm that our Company has not been blacklisted by any State Government/Central Government / Public Sector Undertakings during the last three years. I/We also hereby confirm that our EMD/SD has not been forfeited by any State Government/Central Government/Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and I/We understand and accept that if at any stage, the information furnished is found to be incorrect or false, I/We am/ are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

Signature with Seal

I/We _____ certify that I/We am/are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I/We..... understand that I am/ We are liable to be blacklisted by DEPARTMENT for a period of three years.

Yours faithfully

for _____

Name, Signature

Designation

Seal

Note:

- 1) Declaration in the company's letter head shall be submitted as per format given above
- 2) If the bidding firm has been blacklisted by any State Government / Central Government / Public Sector Undertakings earlier, then the details shall be provided.

Annexure – 3: Format – Bank Guarantee for Performance Security

(To be executed in Rs.100/- Stamp Paper)

To

The Director of Agriculture
Department of Agriculture
Chepauk, Chennai-600 005.

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgement of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as “the Bank”) in favour of The Director of Agriculture, Department of Agriculture, Chepauk, Chennai – 5 , (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs._____-/- (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as “ Service Provider”) against Letter of Acceptance reference _____ dated ____/____/____ of Director of Agriculture. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____-/- (Rupees _____ Only) and the guarantee shall remain in full force upto ____ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ____ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled/ Nationalised Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the supplier a Guarantee.

Signature with Seal

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs._____-/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____-/- (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Service Provider.

This Guarantee is valid until __ months from the date of Bank Guarantee.

Not with standing, anything contained herein.

Our liability under this guarantee shall not be exceed Rs._____-/- (Rupees _____ Only). This bank guarantee shall be valid up to __ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____

Notwithstanding anything contrary contained in any law for the time being in force or bank practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice of invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this at _____.

Witness:

(Signature)

(Name in Block Letters)

1.

2.

Signature with Seal

Annexure – 4: Model form of Contract

(To be executed on a Rs. 100/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder).

This CONTRACT entered into this _____ day of _____ 2022 at Chennai between **Director of Agriculture, Government of Tamil Nadu**, and having its Office at **Directorate of Agriculture, Chepauk, Chennai - 5** herein after referred to as “DEPARTMENT”(which term shall mean and include its successors and permitted assigns) of the First part and _____ having its Registered office at _____ hereinafter referred to as the “Successful Bidder” (which term shall mean and include its Successors and permitted assigns) of the second part.

Whereas DEPARTMENT, had floated a Tender vide Tender No. **IT CELL/5/573542022/DIGITISATION** for Service Provider and the Successful Bidder has been selected in the Tender for execution of the work as detailed in the tender documents.

Whereas DEPARTMENT and the Successful Bidder, in pursuance thereof, have arrived at the following terms and conditions in respect of the same:-

1. This Contract shall remain in force during the contract period from the date of signing of this Contract to Delivery period plus 1 year free warranty period (with effect from the date of roll out) plus 2 years of comprehensive Annual Technical Support (ATS) period. DEPARTMENT may terminate this contract at the risk and cost of the Successful Bidder where the Successful Bidder is in material breach of the terms and conditions of this contract and fails to remedy that breach on 7 days written notice from DEPARTMENT. Termination of this contract by DEPARTMENT will not relieve Successful Bidder of its liability as agreed.
2. The Successful Bidder/DEVELOPER agrees to complete the deliverable specified in Scope of work of the Tender within the stipulated period prescribed by DEPARTMENT or revised schedule at the cost enclosed in the Annexure to this contract. This cost is firm and not subject to enhancement.

Signature with Seal

The Following documents shall be deemed to form and be read and construed as part of this Contract:

- a) Tender Document in full published by **DEPARTMENT ITCELL 2022**
 - b) Corrigendum, Clarifications and Amendments issued by DEPARTMENT for this Tender Document.
 - c) Bid received from the Successful Bidder.
 - d) Detailed proposal and final offer of the Successful Bidder towards this tender.
 - e) Letter of Acceptance (LOA) issued by DEPARTMENT.
 - Purchase Orders issued by DEPARTMENT.
 - Correspondences made by DEPARTMENT to the Successful Bidder from time to time during the period of this contract.
 - Wherever the offer condition furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the Tender Document, the final negotiated offer conditions shall prevail over the offer conditions furnished by the Successful Bidder.
3. The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder/DEVELOPER directly or indirectly to any person or persons whomsoever without the prior written consent of DEPARTMENT.
4. Neither Department /DEPARTMENT nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations except causes or contingencies beyond their reasonable control due to Force Majeure conditions such as:
- a) Lighting, earthquake, landslide, etc or other events of natural disaster of rare severity.
 - b) Meteorites or objects falling from aircraft or other aerial devices,

travelling at high speed.

- c) Fire or explosion, chemical or radioactive contamination or ionizing radiation.
- d) Epidemic or plague.
- e) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism.

5. The Tender Ref..IT CELL/5/573542022/DIGITISATION along with the Corrigenda, Clarifications and Amendments issued by DEPARTMENT for the Tender document, the offer submitted by the DEVELOPER, the negotiated and finalized terms and conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the DEVELOPER are at variance with conditions of this contract or conditions stipulated in the tender document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the DEVELOPER.

6. Liquidated Damages:

A penalty will be levied at the rate of 1% per week on the total contract value subject to a maximum of 10% for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay caused from the customer side will be excluded from the delivery time. In the event of failure to fulfil the conditions, the CUSTOMER at its discretion may initiate any of the actions such as;

- Extension of time may be permitted to complete the work.
 - Additional resources will be requested by the CUSTOMER for speeding up the work.
- Liquidated Damages will be levied.
 - Contract may be terminated and new contract may be awarded to other Technically Qualified Bidders at the same tender cost or at higher cost. In case of higher cost, any difference in cost to be incurred in engaging other technically qualified Bidder may be recovered from the Successful Bidder.

- Any other action as may be deemed fit by the CUSTOMER /DEPARTMENT in the best interest of the work.

7. Penalty for non-fulfilment of conditions

A penalty will be levied at the rate of 1% per occasion subject to a maximum of 5% of the total contract value in the event of non-fulfilment or non- observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Work Order at the discretion of CUSTOMER/DEPARTMENT.

8. Payment Clause

No advance payment will be made and stage-wise payment will be released based on the deliveries completed and accepted.

- 90% payment will be released in stages on achieving the following milestones till rollout.

SI.No	Key deliverables	Payment (%)
1.	Geo tagging of Land parcels and Linking them with Unique Farmer Database	
	d.) On completion of 30 % of villages	15
	e.) On completion of 30 % of villages	15
	f.) On completion of 40 % of villages	20
2.	Completion of UAT	20
3.	Roll out completion	20

- Balance 10% will be retained as performance guarantee for a period of one year from the date of implementation. Alternatively, the balance 10% will be released against submission of unconditional and irrecoverable Bank Guarantee valid for a period of one year.
- For other activities such as additional development, Security Audit etc., payment will be released on the actual man months utilized, completion of Audit.
- The TDS amount, Penalty if applied will be deducted in the payment due to the Developer. The penalty amount if any levied will be adjusted from the Bills submitted by the Developer.

9. Any notice to the DEVELOPER given or required to be given hereunder shall be

given by either:

- Mailing the same by registered mail, postage prepaid, return receipt requested; or
- Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgment of receipt.

10. Termination of Contract

10.1. Termination for Default

- a) DEPARTMENT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the Successful Bidder, terminate the contract in whole or part,
- If the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to deliver the items as per the Delivery Schedule or within any extension thereof granted by DEPARTMENT.
 - If the Successful Bidder fails to perform any of the obligation(s) under the contract; or
 - If the Successful Bidder, in the judgment of DEPARTMENT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of DEPARTMENT terminating the Contract in whole or in part, DEPARTMENT may procure the services upon terms and in such manner as deemed appropriate at the risk and cost of the defaulting Successful Bidder and the Successful Bidder shall be liable to DEPARTMENT for any additional costs for such services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

10.2. Termination for Insolvency

DEPARTMENT may at any time terminate the Contract by giving written notice with a notice period of 15 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DEPARTMENT.

10.3. Termination for Convenience

DEPARTMENT may by written notice with a notice period of 15 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for DEPARTMENT's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

11. Arbitration Clause

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Director of Agriculture.
- b. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Director of Agriculture. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.
- c. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

- d. It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- e. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties. The venue of the arbitration shall be the Chennai and language English.
- f. The fees of the Arbitrator and expenses incidental to the
- g. Arbitration proceedings shall be borne equally by the parties.
- h. Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

12. Legal Jurisdiction

Subject to the above, the courts at Chennai only shall have jurisdiction in this matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of Bidder	For and on behalf of DEPARTMENT
Witnesses:	Witnesses:
1)	1)
2)	2)

Annexure – 5: Technical Bid

Format of the Proposal Response

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following items and be organized in the manner specified on the following pages.

I. Letter of Transmittal

A letter of transmittal briefly outlining the vendor's/proposer's understanding of the work shall be submitted. The transmittal letter should also include general information regarding the firm and individuals involved.

II. Profile of the Firm

S No	Particular	Response	Reference page no in the Bid Document
1	Company Name		
	Legal Name (if different)		
	Full Mailing Address		
	CIN of the vendor company		
	Service Tax Registration number (if any)		
	G.S.T Number		
	PAN & TAN of the company		
	Telephone Number		
	FAX Number		
	Web site		
	Years in Business		
	Year of establishment		
2	Details of Indian Establishment		

	Registered Office address		
	Year of establishment		
	Head of the Indian establishment		
	Local Officer Address		
	Constitution		
3	Contact Person		
	Mobile		
	E-mail		
4	Whether registered with Registrar of Companies/ Firm. If so, please furnish details thereof (Attach certificate of incorporation)		
	If Bidder should be a Company or Partnership or JV/ Consortium or Proprietorship firm Registered in India.		
5	Registration with Tax authorities (PAN)		
6	Audited Turnover in last three financial years, i.e. Year		
7	<p>Experience</p> <p>Bidder should have Implemented one or more Application Software for the Cumulative value of Rs.3,00,00,000/- or more during last three financial years to government organization / institutions.</p> <p>Bidder Should have successfully completed or substantially completed at least four Government projects each 25 lakhs and above.</p> <p>Should be handling IT projects at least for the past five years as on 2022</p>		
8	Number of full-time employees		
9	Number of technical/support personnel		
10	Name and details of sub-tenders to be employed in the project.		
11	The simulation of the proposed software as per clause 4.15.1 of this document		

III. Brief Solution Details

S No	Particular	Response	Reference page no in the Bid Document
1	Details of the solution with design and specifications of all entities including back-up arrangement. A project plan must be enclosed with the written details.		
2	Details on how the portal will be managed and monitored on 24 X 7 basis and SMS configuration for messaging		
3	Gantt Chart of time frame for implementation starting from 0 day. The project report with day wise scheduling and implementation of each component and requisite configuration and customization of the hardware and software		
4.	Platform of development (List of all platforms including integration with Existing PHP application platform		
5.	Project Co-ordination Plan		
6.	Process of study (Discover(As Is), Plan(To Be) and Clarify (Strategy for To Be) as per ITIL Standards)		
7.	Risk Identification and mitigation strategies		

Annexure – 6: Price Bid

MANDATORY COMPONENTS

6.1 Basic Cost

Description	Basic Cost	Taxes as applicable for (C)	Total amount with Taxes
A	B	In %	In INR
		C	D=B*C
Geo tagging of Land parcels and Linking them with Unique Farmer Database for one Revenue Village			
Data profiling and cleansing for creation of unified farmer database			
Total Basic cost			
Total cost with tax			

6.2 Additional Development Cost

Average Cost per man-month effort without taxes	No. of man-months	Total cost without Taxes (Rs.)	Taxes applicable for (C)	Total amount with taxes
In Rs.	In Nos.	In Rs.	In %	In Rs.
A	B	C=A*B	D	E=C*D
Grand Total				

Signature with Seal

Note: The number of man-months is our internal estimate worked out based on the schedule as given in the Tender document and accordingly factored. However, this is a variable cost and payable based on the actual number of man-months to be engaged by Client for implementation support.

6.3 Comprehensive Annual Technical support (for 2nd year)

Total BASIC cost of development as in A 5.1 In Rs	ATS cost in %	ATS cost per year In Rs.
A	B	C=A*B

Name of the Authorized Signatory

Designation

Name of the Bidder

Stamp and Date.

Signature with Seal

ANNEXURE-7
DECLARATION

CERTIFICATE (To be submitted along with the tender)

- 1) I / We have gone through the instructions in the tender and agree to abide by all the conditions mentioned there in.
- 2) I / We here by have remitted Rs. (Rupees
.....only)as Earnest Money Deposit and agree to have it forfeited to the Department of Agriculture in case of my / our failure to undertake the contract for the items accepted by the Tender Accepting Authority, Director of Agriculture.
- 3) I / We hereby certify that the prices tendered by me / us is to the best of my / our knowledge and belief, are not more than the price which is permissible for me / us to charge a private purchaser for the same items and description of goods under the provisions of any law in force.
- 4) I / We hereby certify that the rates quoted in this tender is final and I / We will not come forward for any revision or alteration in rates quoted subsequently due to hike in prices or any other reasons.
- 5) I / We hereby accept to forfeit the Earnest Money Deposit in the event of withdrawal of tender by me /us subsequent to opening of the tender.

Signature

Place

Name and address

Date:

WITNESS SIGNATURE: Company Seal

Name, Address and Occupation of witness.

Signature with Seal

ANNEXURE-8
FINANCIAL CAPABILITY

	Name of the Firm	:	
2	Address of the Registered Office	:	
3	Address of the office of Communication	:	
4	Net Worth of the Firm (For the Latest Annual Audited report i.e. 2019-20)	:	
5	Annual Turn Over of the preceding three years	:	
	Year	Annual Turnover in Lakh Rs	
	2018 – 2019		
	2019 – 2020		
	2020 – 2021		
	Average of the above three years		
6.	Experience over Govt. Projects		
	2018 – 2019		
	2019 – 2020		
	2020 – 2021		
	Average of the above three years		

Signature of Person(s) Authorised:

Name & Designation:

Date:

Signature with Seal

Attachments to be submitted along with this Appendix:

1. Annual Audit report, Balance Sheet and Profit and Loss statement for the preceding three financial years with UDIN.
2. Online statement of GST filing for the latest three months should be enclosed with HSN code.
3. Work sheet on the Net worth of the Firm. (**For Net Worth:** Capital Cost, Reserve & Surplus alone will be considered.)

ANNEXURE- 9
LETTER OF TENDER

To

The Director of Agriculture,
Chepauk, Chennai - 05

Sir,

Subject: Tender

We, the undersigned do hereby tender and undertake to perform, provide, execute as mentioned in the scope of the work things described in the various schedules hereto annexed and the specifications thereto (which have been produced to and carefully examined by us) in strict accordance with and subject to the terms, provisions and conditions set forth or mentioned in the said schedules, specifications at the rates given and as stated in the price schedule.

We herewith enclose DD / Bankers' Cheque No.....Date.... in favour of the Director of Agriculture, Chepauk, Chennai - 05 for Rs. (Rupees only) as a guarantee for the due fulfillment of our tender [EMD] and if successful I/we undertake and agree to forward contract Agreement to the Director of Agriculture in (7) Seven days after the notification of the acceptance by the Director of Agriculture of this Tender has been received by us, the Security Deposit as demanded in the form and manner required as security for the due fulfillment of our Contract.

We undertake and agree that we will not withdraw this Tender during the period that will be required for intimation of acceptance or non acceptance as stipulated of the Tender document such period to date from the last date by which Tenders are due to be submitted to the Director of Agriculture. If we do so withdraw, we shall forfeit the Earnest Money Deposit to the Director of Agriculture. We further undertake to produce the certificate of Sales Tax verification in original from the Commercial Tax Department and agree to execute at our cost the Agreement in (7) Seven days after the notification of the acceptance of our Tender has been received by us. In the event of our failing to make the Security Deposit or to execute the Agreement in the said manner, the sum of Rs. (Rupees.. . . . only) accompanying this Tender shall be forfeited to the Director of Agriculture and this concluded Contract shall in such case be considered as having been cancelled or terminated and we agree to be liable irrespective of the forfeiture aforesaid for all damages, losses, costs, charges and expenses arising from or by reason of such failure and arrangements.

As witness our hand this.....day of.....of 2021.

Signature :

Name & Address :

Signature with Seal