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<tbody>
<tr>
<td>1</td>
<td>8-9</td>
<td>Bid Fact Sheet</td>
<td>Last Date and Time for Submission of Bid</td>
<td>Last Date and Time for Submission of Bid</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>10.09.2018 at 17:00 Hours at e-Procurement portal of GoMP: <a href="https://www.mpeproc.gov.in/">https://www.mpeproc.gov.in/</a></td>
<td>24.09.2018 at 17:00 Hours at e-Procurement portal of GoMP: <a href="https://www.mpeproc.gov.in/">https://www.mpeproc.gov.in/</a></td>
</tr>
<tr>
<td>2</td>
<td>8-9</td>
<td>Bid Fact Sheet</td>
<td>Date, Time and Place of opening of Pre-Qualification Bid</td>
<td>Date, Time and Place of opening of Pre-Qualification Bid</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>11.09.2018 at 14:00 Hours</td>
<td>25.09.2018 at 14:00 Hours</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Madhya Pradesh State Agriculture Marketing Board, Meeting Room, 3rd Floor, 26 Kisan Bhavan, Arera Hills, Bhopal-11</td>
<td>Madhya Pradesh State Agriculture Marketing Board, Meeting Room, 3rd Floor, 26 Kisan Bhavan, Arera Hills, Bhopal-11</td>
</tr>
<tr>
<td>3</td>
<td>41-43</td>
<td>10. Document</td>
<td>Archival Module:</td>
<td>This Section is omitted from RFP</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Limitation of Liability</td>
<td>Limitation of Liability:</td>
<td>New Clause added</td>
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<tr>
<td></td>
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<td></td>
<td>Limitation of Implementation Agency’s Liability towards the Department:</td>
<td>Limitation of Implementation Agency’s Liability towards the Department:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.</td>
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<td></td>
<td>2. Except in case of gross negligence or wilful misconduct on the part of the Implementation Agency or on the part of any person or company acting on behalf of the Implementation Agency in carrying out the Services, the Implementation Agency, with respect to damage caused by the Implementation Agency to Department property, shall not be liable to Department:</td>
<td>2. Except in case of gross negligence or wilful misconduct on the part of the Implementation Agency or on the part of any person or company acting on behalf of the Implementation Agency in carrying out the Services, the Implementation Agency, with respect to damage caused by the Implementation Agency to Department property, shall not be liable to Department:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(i) for any indirect or consequential loss or damage; and</td>
<td>(i) for any indirect or consequential loss or damage; and</td>
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<td></td>
<td></td>
<td>(ii) for any direct loss or damage that exceeds (A) the total payments payable under the Contract to the Implementation Agency hereunder, or (B) the proceeds the Implementation Agency may be entitled to receive from any insurance maintained by the Implementation Agency to cover such a liability, whichever of (A) or (B) is higher.</td>
<td>(ii) for any direct loss or damage that exceeds (A) the total payments payable under the Contract to the Implementation Agency hereunder, or (B) the proceeds the Implementation Agency may be entitled to receive from any insurance maintained by the Implementation Agency to cover such a liability, whichever of (A) or (B) is higher.</td>
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<td>3. This limitation of liability shall not affect the Implementation Agency liability, if any, for damage to Third Parties caused by the Implementation Agency or any person or company acting on behalf of the Implementation Agency in carrying out the Services.</td>
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<td>5</td>
<td>71</td>
<td>9.5 High Attrition</td>
<td>ii. if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with Good Industry Practice.</td>
<td>ii. if such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel.</td>
</tr>
<tr>
<td>6</td>
<td>23 - 29</td>
<td>4. Qualification &amp; Evaluation Methodology</td>
<td>Additional Clause</td>
<td>Bidder should submit the PO / Work orders as supporting documents required by clauses of “Technical Qualification Criteria” and “Pre-qualification (PQ) criteria”. However, in case of NDA inhibiting bidder to submit PO, bidder needs to submit the following. 1) Certificate from the statutory auditor mentioning project value, scope of work, owner of executed project, location etc as required by corresponding clause. 2) Copy of NDA. If required, MPSAMB will ask for further details for clarification from bidders</td>
</tr>
<tr>
<td>7</td>
<td>32</td>
<td>5.6 Failure to Agree with the Terms and Conditions of the RFP</td>
<td>Additional Clause</td>
<td>New Clauses in agreement: ‘Successful Bidder will have to agree to all the terms and conditions mentioned in this RFP. However, suggestions relating to amendments in the stated agreement clause or new clauses proposed to be incorporated by the successful bidder would be given due consideration and the decision of MPSAMB in this regard would be final. 1) PBG/EMD will not be forfeited.</td>
</tr>
<tr>
<td>8</td>
<td>19</td>
<td>Page 19, 3.1.6 Earnest Money Deposit (EMD)</td>
<td>e. The EMD may be forfeited in the event of : * A Bidder withdrawing its bid during the period of bid validity * A successful Bidder fails to sign the subsequent contract in accordance with this RFP * The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.</td>
<td>e. The EMD may be forfeited in the event of : * A Bidder withdrawing its bid during the period of bid validity * A successful Bidder fails to sign the subsequent contract in accordance with this RFP * The Bidder being found to have wilfully indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.</td>
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| 9    | 27       | 4.2 Technical Qualification Criteria | The prime bidder or consortium partner should have completed/ongoing a single IT software implementation project in any State Govt. Department/Central Govt. Department/ PSUs / Any other organization in India in last 3 years with rollout in multiple locations as on the date of submission of the bid.  

**Option A.**  
> 25 to < 100 locations – 3 marks  
=>100 to < 200 locations – 5 marks  
=> 200 locations - 8 Marks  

**Option B.**  
Integrated Automation of Mandi/APMC Software solution  
> 25 to < 100 locations Mandis/ Agricultural Produce Market Committees (APMCs) – 10 marks  
=>100 to < 200 locations Mandis/ Agricultural Produce Market Committees (APMCs) – 12 marks  
=> 200 Mandis/ Agricultural Produce Market Committees (APMCs) – 15 marks  

Bidder needs to submit credentials either for option A or option B for evaluation. Marks will be allocated either for option A or option B. Bidder has to clearly mention the option for the credential to be evaluated under this category in their proposal. In the event bidder submit credentials for both the options under this category, purchaser will not consider for evaluation. | The prime bidder or consortium partner should have completed/ongoing a single IT software implementation project in any State Govt. Department/Central Govt. Department/ PSUs / Any other organization in India in last 3 years with rollout in multiple locations as on the date of submission of the bid.  

**Option A.**  
=> 25 to < 100 locations – 3 marks  
=>100 to < 200 locations – 5 marks  
=> 200 locations - 8 Marks  

**Option B.**  
Integrated Automation of Mandi/APMC Software solution  
=> 25 to < 100 locations Mandis/ Agricultural Produce Market Committees (APMCs) – 10 marks  
=>100 to < 200 locations Mandis/ Agricultural Produce Market Committees (APMCs) – 12 marks  
=> 200 Mandis/ Agricultural Produce Market Committees (APMCs) – 15 marks  

Bidder needs to submit credentials either for option A or option B for evaluation. Marks will be allocated either for option A or option B. Bidder has to clearly mention the option for the credential to be evaluated under this category in their proposal. In the event bidder submit credentials for both the options under this category, purchaser will not consider for evaluation. |
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<td>10</td>
<td>100</td>
<td>Form 4: Compliance Sheet for Technical Proposal</td>
<td>The prime bidder or consortium partner should have completed/ongoing a single IT software implementation project in any State Govt. Department/Central Govt. Department/PSUs/Any other organization in India in last 3 years with rollout in multiple locations as on the date of submission of the bid.</td>
<td>The prime bidder or consortium partner should have completed/ongoing a single IT software implementation project in any State Govt. Department/Central Govt. Department/PSUs/Any other organization in India in last 3 years with rollout in multiple locations as on the date of submission of the bid.</td>
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**Option A.**

- > 25 to < 100 locations – 3 marks
- >=100 to < 200 locations – 5 marks
- >= 200 locations - 8 Marks

**Option B.**

- Integrated Automation of Mandi/APMC Software solution
- > 25 to < 100 locations Mandis/ Agricultural Produce Market Committees (APMCs) – 10 marks
- >=100 to < 200 locations Mandis/ Agricultural Produce Market Committees (APMCs) – 12 marks
- >= 200 Mandis/ Agricultural Produce Market Committees (APMCs) – 15 marks

Bidder needs to submit credentials either for option A or option B for evaluation. Marks will be allocated either for option A or option B. Bidder has to clearly mention the option for the credential to be evaluated under this category in their proposal. In the event bidder submit credentials for both the options under this category, purchaser will not consider for evaluation.
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| 11   | 26       | 4.2 Technical Qualification Criteria | The Prime Bidder or Consortium Partner should have experience of executing projects which include e-Governance / project management/ business process re-engineering as a scope of work in any Agriculture / Horticulture / Agriculture Marketing Department / Farmer Produce Company under any State Govt / Central Govt.  
• 1 project – 3 marks  
• 2 projects – 6 marks  
• 3 or more projects – 10 marks  
Documents required  
Bidder should submit the following:  
  a) Bidder should submit the PO / Work orders . Ongoing Project with time involvement of more than 6 months would be considered for evaluation | The Prime Bidder or Consortium Partner should have experience of executing projects which include e-Governance / project management/ business process re-engineering as a scope of work in any Agriculture / Horticulture / Livestock / Fisheries / Agriculture Marketing Department / Farmer Produce Company under any State Govt / Central Govt.  
• 1 project – 3 marks  
• 2 projects – 6 marks  
• 3 or more projects – 10 marks  
Documents required  
Bidder should submit the following:  
  a) Bidder should submit the PO / Work orders . Ongoing Project with time involvement of more than 6 months would be considered for evaluation |
| 12   | 99       | Form 4: Compliance Sheet for Technical Proposal | The Prime Bidder or Consortium Partner should have experience of executing projects which include e-Governance / project management/ business process re-engineering /capacity building as a scope of work in Agriculture / Horticulture / Agriculture Services / Farmer Produce Company with any State Govt / Central Govt.  
• 1 project – 3 marks  
• 2 projects – 6 marks  
• 3 or more projects – 10 marks  
Documents required  
Bidder should submit the following:  
  a) Bidder should submit the PO / Work orders . Ongoing Project with time involvement of more than 6 months would be considered for evaluation | The Prime Bidder or Consortium Partner should have experience of executing projects which include e-Governance / project management/ business process re-engineering /capacity building as a scope of work in Agriculture / Horticulture / Livestock / Fisheries / Agriculture Services / Farmer Produce Company with any State Govt / Central Govt.  
• 1 project – 3 marks  
• 2 projects – 6 marks  
• 3 or more projects – 10 marks  
Documents required  
Bidder should submit the following:  
  a) Bidder should submit the PO / Work orders . Ongoing Project with time involvement of more than 6 months would be considered for evaluation |
| 13   | 77       | 12. Penalties | MPSAMB will waive off the penalty if delay is due to reasons beyond the control of Vendor OR delay is from Government side.  
During System Implementation Phase, penalty capping would be maximum 5% of Quarterly Payment value .  
During Maintenence Phase, yearly penalty capping would be maximum of following.  
1) 5% of total contract value.  
2) 10% of total value payable after Go-Live. | MPSAMB will waive off the penalty if delay is due to reasons beyond the control of Vendor OR delay is from Government side.  
During System Implementation Phase, penalty capping would be maximum 5% of Quarterly Payment value .  
During Maintenence Phase, yearly penalty capping would be maximum of following.  
1) 5% of total contract value.  
2) 10% of total value payable after Go-Live. |