

Bid Corrigendum against GeM bid No. GEM/2023/B/4246283 dated 23.11.2023

Corrigendum

Date of Technical Presentation by the bidders : 18.12.2023

SCORING SHEET:-

S.no.	Criteria	Marks allocation	Marks	Max. Marks
1	The Bidder should be established Information Technology company registered under the Companies Act, 1956/ 2013 or LLP firm/ Partnership firm under Partnership Act 1932, should have registered offices in India and should have existence for at least last 5 (Five) years as on bid opening date.	For 5 year's establishment	5 marks	10
		For every additional year	1 Mark For each additional year	
		For MSME/ Startups claiming exemption	5 marks maximum under category	
2	The bidder must have CMMI level 3 or higher certification. The firm to provide the validation link for CMMI Verification.	CMMI level 3/4 = 5	5 marks	10
		CMMI level 5= 10	5 marks additional	
		For MSME/ Startups claiming exemption	5 marks maximum under category	
3	The Bidder should have an Average Annual Turnover of Rs. 1 Crore for three FY from FY 2020-2021 to FY 2022-2023	Upto Rs. 1 crore	5	10
		Rs. 1 crore to 5 crore	8	
		Rs. 9 crores to 10 crore	10	
		For MSME/ Startups claiming exemption	5marks maximum under category	
4	The Firm should have completed at least two work order with satisfactory remarks, from Central/ State Government /PSU for Customization/Implementation / software solution / decision support system/ relevant software, during the last three years as on bid submission date.	2 Projects value of equal to 1 Crore	10	20
		For every additional project equal to 50 lac or above	5mark additional for each project	
		Exemption for MSME/ Startups.	5marks maximum under category	
5	A summary outline framework of action plan for development of DSS to be provided by the bidder		Min 5 Marks	10
6	Methodology, operationalization and implementation approach for proposed system in all ICAR Institutes. (Based on the document submitted and presentation by the bidder)	Presentation will be made by the bidder.		40
		Clarity of Concept=10Marks	Min 5 Marks	
		Methodology for Development of the proposed system =15	Min 5 Marks	
		Approach for Operationalization and Implementation of developed system/ decision support system and troubleshooting =15	Min 5 Marks	
			Total Marks	

Additional terms & conditions w.r.t. original bid conditions:-

1. Under General Instruction in respect of EMD will also accept in the form of Bank Guaranty.

2. The rate of the whole Service including GST as per the BOQ table and upload in GeM Portal.
3. Under the RFP arbitration Page 12 it shall be governed by and construed in accordance with the Indian Laws. Any dispute arising under these terms and conditions shall be subjected to the exclusive jurisdiction of the courts at Meerut. If there is a dispute between ICAR/Institutes and the data user that cannot be resolved then the matter must be referred to the sole arbitrator appointed by Director General, Indian Council of Agricultural Research for arbitration in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. The decision of the arbitrator (including any award as to costs) will be final and binding.
4. Under RFP ownership and intellectual property right Page 13 ICAR- IIFSR shall have a non-exclusive , non-transferable license in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed or sourced solely during execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings, videos and other documents which have been newly created and developed by the agency solely during the performance of the Services and for the purposes of, inter-alia, use or sub- license of such Services under this Agreement. The agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to ICAR- IIFSR. Further, ICAR Guidelines for IPM and Technology transfer 2018 shall be applicable to all IPR. (Link https://icar.org.in/sites/default/files/2023-02/ICAR-Guidelines-for-IPM-and-Technology-Transfer_2018.pdf)
5. During the Contract period if any price variation will arise not be considered.
6. Rest terms & conditions of original bid will be same.

AGREEMENT

This agreement is made on this.....day of....., between Name of the Firms....., (herein after called the firm whose term includes its successors and assignees) whose registered office is at and is registered under GST vide No. and acting through its proprietor / authorized official

AND

The Indian Institute of Farming Systems Research, Modipuram, Meerut 250110 (herein after called the IIFSR whose term includes its successors and assignees) whose office is situated at The Roorkee Road,, Modipuram, Meerut (UP) 250110 and acting through its authorized official The firm will provide /Services for developing of D.S.S. to IIFSR, Modipuram. the terms and conditions herein contained, and rates as mentioned in GeM financial Bid. The "Firm" has deposited Rs.5% of the total value of the Contract Rupees (.....) as performance Security in the shape of DD / BG / FDR /(S. No. Dated

Now these present witnesses and it is hereby agreed and declared by and the between the parties to those present as following.

1. The firm shall during the period of this contract that is to say from toor until this contract is terminated by such notice as herein after mentioned, rate accepted as described in **GeM Contract** dt. ***It is agreed by the firm that the Services developing of D.S.S. as required.***
2. The firm shall comply with will all the terms and conditions of Tender documents contained which are part and partial of this agreement and forms integral part of this agreement.
3. If the firm fails to provide the said service to IIFSR and the service is not found satisfactory enough, the IIFSR shall have the right to terminate the contract in whole or part as per clause of the Tender Document.
4. The NIT (Bid document) which is annexed to this agreement shall form part and partial of this Agreement and integral part of this agreement.
5. The firm is solely liable for any legal dispute / cases / claims that have arisen or may arise during the currency of the agreement in respect of said DSS, IIFSR will not be liable for any loss, damages, etc suffered / to be suffered by third party as the case may be.
6. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which specifically provided under this agreement), the same shall be referred to sole arbitration of the arbitrator appointed by the Director, IIFSR. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
7. If the firm have any legal proceedings against the IIFSR to enforce any of its rights under this agreement it shall be in the legal jurisdiction of Meerut only where the services has been hired and not the place where the firm has his registered office.
8. All forms, bid document, notice inviting bid all terms conditions/ATC/corrigendum will be part of the agreement.

9. The exact scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the firm.
10. The discretion of ICAR- IIFSR for awarding business and mode of business will be final and binding on the bidder.
11. ICAR- IIFSR reserves the right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of ICAR- IIFSR shall be final.
12. Any court case arising out of bidder's mistake will be defended by the bidder with no cost to ICAR- IIFSR and any legal liability arising out due to negligence of bidder will be borne by the bidder.
13. In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary/punitive/recoveries, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation.
14. If any dispute arises between the Service Provider and ICAR-IIFSR during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by Competent Authority in ICAR-IIFSR. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.
15. All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Meerut (India) only.
16. During the Contract period if any price variation will arise not be considered.

The Director, ICAR-IIFSR, reserves the right to reject any or all bid in whole or in part without assigning any reasons therefore. The decision of Director, ICAR-IIFSR, shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

For and on behalf of the IIFSR

Name (caps)

Designation -

Date _____

For and on behalf of the Firm

Name (caps) _____

Position _____

Date _____

In the presence of Witnesses

In the presence of Witnesses