

*Implementation of Integrated Dairy Management System (IDMS) in M/s.Aavin  
- RFP for selection of Consulting Agency*



	<b>Request For Proposal for Selection of Consulting Agency to implement Integrated Dairy Management System (IDMS Project) for Tamil Nadu Co-Operative Milk Producers' Federation Limited (AAVIN)</b>
February 2014	Tender Reference No. ELCOT / Network / 32689/AAVIN – IDMS Project – RFP / 2014  Tender Document

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**1. Preamble**

ELCOT is playing the role of Nodal Agency for Government of Tamil Nadu and providing IT procurement services interalia IT Products and services to the Government departments. The Tamil Nadu Co-operative Milk Producers' Federation Ltd of the Government of Tamil Nadu, popularly known as Aavin, has decided to design, deploy and put in place an Integrated Dairy Management system (IDMS). ELCOT on behalf of Aavin invites Tenders for engaging the Consultancy Company for implementing IDMS in Aavin

**1.1 Introduction**

The Dairy Development Department was established in 1958 in Tamil Nadu. The administrative and statutory control over all the milk cooperatives in the State was transferred to the Dairy Development Department on 1.8.1965. The Managing Director for Milk Production and Dairy Development was made as the functional Registrar under the Tamil Nadu Cooperative Societies Act. With the adoption of 'Anand pattern' in the State of Tamil Nadu, Tamil Nadu Co-operative Milk Producers' Federation Limited was registered in the State on 1st February 1981. The commercial activities of the Department such as Milk Procurement, Processing, Chilling, packing and sale of milk to the consumers etc., hitherto dealt with by the Tamil Nadu Dairy Development Corporation Ltd., were transferred to the newly registered Tamil Nadu Co-operative Milk Producers' Federation Limited (TCMPF), popularly known as "Aavin".

The Managing Director for Milk Production and Dairy Development is the Head of the Dairy Development Department. She/he is the functional registrar in respect of Dairy Co-operatives in the State. She/he is also the Ex-officio Managing Director of the Tamil Nadu Cooperative Milk Producers' Federation Limited. i.e. Aavin.

The Managing Director for Milk Production and Dairy Development exercises all the statutory powers with regard to the registration of societies, supervision, inspection, inquiry, disputes, liquidation of milk cooperatives including the District Cooperative Milk Producers' Unions and Federation under the relevant provisions of the Tamil Nadu Cooperative Societies Act, 1983 and Tamil Nadu Cooperative Societies Rules, 1988.

The Managing Director for Milk Production and Dairy Development has been designated as the State Registering Authority for the state of Tamil Nadu, under the provisions of Milk and Milk Products Order'92. All the Dairy units including private Dairies handling more than 10,000 lpd of milk or Milk Products containing milk solids in excess of 500 Metric tonnes per annum have to obtain registration certificate under the provision of Milk and Milk Products Order'92. The Managing Director for Milk Production and Dairy Development / State Registering Authority has been conferred with powers to register the dairy units having handling capacity from 10,000

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lpd to 2,00,000 lpd. The Managing Director / State Registering Authority, Deputy Milk Managing Director (Co-operation) / District collectors and Deputy Registrars (Dairying) have been authorized to carry out supervision and periodic inspection of the dairies.

## **1.2 Function of Dairy Development Department**

The main function of the dairy development includes the registering, monitoring and setting up of:

Tamil Nadu Cooperative Milk Producers Federation  
District Cooperative Milk Producers Unions  
Primary Society – Registration, Supervision & control  
Members – Milk Producers

### **1.2.1 About the Federation**

The Tamil Nadu Co-operative Milk Producers' Federation (TCMPF) Limited is an apex body of 17 District Cooperative Milk Producers' Unions. The commercial activities of the Department include Milk Procurement, Processing, Chilling, packing and sale to the consumers. The Federation has four dairy plants in Chennai, two units at Ambattur where one unit with a capacity of 4.00 lakh litres per day for processing of milk and second one for a product manufacturing, third at Madhavaram with a capacity of 2.00 lakh litres per day and the fourth dairy at Sholinganallur with a capacity of 4.00 lakh litres per day. These 4 dairies (federation) collect milk from District Unions. The collected milk is processed and packed in sachets and sent for sale to the consumers in and around Chennai City. The product dairy at Ambattur is engaged in the manufacture of milk products such as Yogurt, ice cream, Khova, Kulab jamoon, Buttermilk, Curd and Mysore pa. Thus, federation covers (10% of the population in Tamil Nadu) around 22 lakhs as milk producers and 25 lakhs as consumers in its fold.

#### **Responsibility of Federation:-**

The three wings are carrying out the marketing of milk and milk products of the Federation namely:

**Metro Liquid milk marketing.**  
**Metro Milk Product marketing.**  
**Up country marketing.**

Milk procurement & disposal review

Monthly target and achievement review

Review of Artificial insemination activities

Arranging Livestock insurance

Conducting fertility camps

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Arranging Veterinary training

Frozen semen straw production & sales

Civil works related to FEDN funds and other schemes

Purchase of equipment under various schemes

The product wing of the Federation located at Nandanam directly carries of marketing of the products in Chennai Metro and suburbs. The products are stored at the Godown at Ambattur and distributed to the outlets.

The sale of milk in sachets is being carried out through 18 zones, 292 Federation Depots, 184 Federation. Distribution Points, 38 Whole Sale Milk Distributors, 89 Milk Retailers and 49 Milk Consumers' Co-operative Societies and their depots numbering 221 and 142 distribution points. The sale of milk product is being carried out through 25 parlours, 145 Franchise Retail Outlets (FROs), 11 Wholesale dealers, and 2824 Retailers. The Federation also caters to the needs for functions like marriages by booking Special Orders.

Standardized milk, toned milk and double toned milk are being sold through 218 Automatic Vending Machines and 98 FRPs to the city consumers. Milk products are also sold in certain AVM Units. Sachet milk sales are also carried out in AVM units.

**Consumer Services**

The citizens are envisioned as the major revenue producers of the entire system. Here The responsibilities of the citizens are to actively seek and implement advice, advise other citizens on good practices known to them and provide feedback on all the services for better service in return.

**Availability of milk and milk products** – the service of ensuring that the liquid milk is available to consumers at designated time in the day regularly and anytime in specific outlets through an effective **portal** management

**Quality Assurance** – the mechanisms to ensure that the milk supplied to the consumers is hygienic and meets the quality standards laid out for such products

**Multi-channel access** – the facility to buy milk and milk products through different sales channels and to make payments for the same

**Grievance redressals** - the mechanisms of handling queries and complaints

**Operational Services**

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**Procurement efficiency** – the efficiency in procuring milk by eliminating wastage and pilferage as well reducing the cost of procurement through speed of measurement and transportation efficiency.

**Milk Producers Accounting** – the services of keeping the details about the Milk Producers, a/c payable, credits, credit payments, insurance details, assets details, special needs any etc.

**Society accounting** – keeping the books of accounts of the each of the individual milk cooperative societies.

**Production planning** – the service of planning for processing milk, chilling, powder making and making milk product, based on the demand forecast and availability of milk

**Product planning** – the services of planning to produce different mixes of products, the liquid milk, cheese, sweets etc

**Distribution management** – managing the distribution, transportation network of milk procurement as well as milk sales

**Quality management** – the services of testing of milk at different stages of production and processing

**Cattle feed supply management** – the services of procurement, storing, quality control and supply of cattle feed to milk producers on demand against payment

**Management of insurance** – the services of identification, enrollment, premium collection, record keeping and settlement of claims for health insurance of family members of the milk Producers

**Dairy extension services** – the services of providing information, breeding practices, cattle quality etc.

**Payment services** – making payment to Milk Producers, suppliers, credit repayment etc

**Society audit** – the activity of ensuring that the societies follow the rules and regulations and are transparent in their financial transactions and in their transactions with the Milk Producers.

**Bank**

This would enable electronic capture of receipt as well as payment data from the commercial banks which are authorized to do Government business, as well as the RBI. It would also allow departments to exchange information of receipts.

**Common Service Center**

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The role of the Common Service Centre is envisioned to be a 'Physical Point of Interaction' with the citizens. It would be responsible to meet the information, interaction and transaction needs of the citizens. It would also be responsible for awareness creation about the services available, information collection from different stakeholders and providing to the public. The CSCs present in the State will act as an interface between Government & Citizen. It is envisaged that the Common Services Center would act as the front end for delivery of several citizen centric services including Government to Citizen (G2C) services.

### **1.2.2 About Union**

There are 17 District Cooperative Milk Producers' Unions functioning in the State of Tamil Nadu covering 32 Districts. There are 15 Dairies in District Co-operative Milk Producers' Unions with an installed processing capacity of 19.42 llpd. There are functional 36 Chilling Centres in District Co-operative Milk Producers' Unions with installed chilling capacities of 13.55 llpd. The main business of the Union is dairy operations, which is a herculean task involving huge logistics in procurement of milk, production and supply of liquid milk to the public. The milk distribution is an essential service notified by Government.

The milk is to be delivered to the citizens by door steps of the households in time and hence the organization works round the clock throughout the year in achieving this goal.

#### **Responsibility of Unions:-**

The Union handles dairy management from milk procurement through to supply of quality milk to the households. Necessary infrastructure facilities were created to handle end-to-end process of dairy management. The functional area of the Union is explained below.

Formation of new milk routes to collect milk produced by the members of the societies.

Collection of milk from societies, process and pack in modern dairy plants by maintaining quality standards.

Supply of quality milk to Chennai Metro under hygienic conditions.

Supply of inputs to the members of the societies.

Local sales of the Milk, Milk Card sales, Milk Card renewal & consumer stop supply.

Supplying the excess milk to Feeder Balancing Dairies for conversion into milk products, such as Skim Milk Powder, Butter and Ghee.

Render Veterinary Health Service and emergency service to the cattle of members of primaries, to impart training on First aid and on Artificial insemination to the staff of member societies.

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Extending Artificial insemination services to the cattle owned by the members of Milk Cooperative Societies.

Management of cattle feed plants - The three Cattle Feed Plants at Madhavaram, Erode and Kappalur are run by the Kancheepuram - Tiruvallur Union, Erode Union and Madurai Union respectively. The production capacity of these cattle feed plants is 100 MT each per day.

Supply of cattle feed - The cattle feed produced in the form of pellets and mash are supplied to the members of the Milk Co-operatives, livestock farms and to various local bodies including the Corporation of Chennai.

Planning and capital investment roles

Establishment of chilling centres

Fixation of procurement and selling price of Milk

Increase of liquid milk sales by introducing innovative sales promotional activities.

Providing milk cans, Milk 'O' testers and LN2 containers.

### **1.2.3 About society**

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A minimum of 7 or more individuals competent to contract under the Tamil Nadu State Co-operative Act, owning milch animals, can form a Primary Dairy Cooperative Society, with one or more villages as its area of operation. The members have to supply milk to the Society which will procure milk on quality basis and will receive milk cost once in 10 days / 15 days from the Unions for redistribution to the members.

Milch animals are provided with free veterinary health cover, artificial insemination and the supply of balanced cattle feed. Inductions of Milk Producers on modern animal husbandry practices are aimed at by upgrading the milch animals and thereby improving their productivity in the long run for the benefit of the members.

The members of the milk producers' cooperatives are also provided services like credit for procuring milch animals, insurance for the animals, and group health insurance for the family members of the milk producers etc.

### **Women Milk Producers' cooperative societies**

In order to encourage the women members to contribute more to the dairy sector, Tamil Nadu has encouraged women to organize women milk producers' cooperative societies in their respective areas. There are 1210 women milk Producers' cooperative societies functioning in Tamil Nadu.

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**Responsibility of Societies:-**

The roles and responsibilities of the dairy cooperative societies are quite challenging and encompass the following activities relating to milk and milk products: Further the main functions of the societies are as follows:

Formation of Societies

Members recruitment

Arranging input services to members

Milk Procurement

Dispatch of milk to nearest chilling centers

Arranging payment to producers

Collection of surplus milk from the milk producers of the village & payment based on quality & quantity

Providing support services to the members like Veterinary First Aid, Artificial Insemination services, cattle-feed sales, mineral mixture sales, fodder & fodder seed sales, conducting training on Animal Husbandry & Dairying, etc.

Selling liquid milk for local consumers of the village

Supplying milk to the District Milk Union

Thus, the VDCA are an independent entity managed locally by the milk producers and assisted by the District Milk Union

**About member**

Anybody who owns one or more Milch Animal and have marketable surplus milk can become a member of the Society

She/he should live within the area of operation to which the Society is registered.

She/he should pay a sum of Rs.11 towards Share Capital

**1.3 Dairy Departmental Activities**

The functions of various dairy units are summarized below:

Unit	Function
Milk Dairy	Receipt of Raw Milk (i.e. Mixed Milk(MM) and SSM from Chilling

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<p><b>Product Dairy</b></p>	<p>centers Weighment of Raw Milk on weigh bridges Checking of the Quality of Milk for Fat Content %age, SNF content %age, Lacto meter and Temperature readings. Processing of Raw Milk to create finished goods Packaging Marketing, Distribution and Sale of Processed Milk Payments to District Unions Accounting of Expenses and Revenue from Sale of Milk Planned Maintenance of the Plant and Machinery of the Dairy Consumer Grievance Recording and redressal Milk processing, recipes management, ingredients procurements viz. sugar, essence etc. Manage and control inventory of raw materials needed for milk product manufacturing The product wing of the Federation located at Nandanam directly carries out the marketing of the products in Chennai Metro and Suburbs. The Products are stored at the Godown at Ambattur and distributed to the retail outlets based on the indents sent by the marketing department. The sale of milk products is carried out through 25 parlours, 145 Franchisee 6. Retail outlets (FROs), 11 whole sale dealers, and 2824 Retailers. This product Dairy also caters to the needs for functions and festival orders by booking Special Orders.</p>
<p><b>Planning Dept. &amp; Milk Production - Federation Head Office Madhavaram</b></p>	<p>Annual Marketing and milk procurement planning. Milk Distribution planning Milk production planning Product allocation to Milk Unions Product allocation to Feeder Dairy plants Monthly Milk product mix planning Product dispatch planning for Depots Vehicle requirement and transportation planning</p>
<p><b>Finance, Fund and Accounts</b></p>	<p>Allocation of Fund Maintenance of Accounts Milk and Milk Products Revenue Monitoring Internal Audit Disbursement of Funds to internal offices Grant and Loans disbursement and monitoring. Budgeting yearly preparation (CAPEX and Revenue) and control Bank reconciliation Trial balance preparation and books of accounts preparation Fixed asset register maintenance</p>
<p><b>Personnel Administration</b></p>	<p>Maintaining of employee service register. Maintaining of Employee Joining, Leave, Promotions, Loans and Advances, EPF contributions, training and Retirement benefits. Maintain confidential reports of employees and appraisals. Maintain Vehicle insurance records Keeping track of retirements and recruitments</p>

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Project and Engineering	Running of the employee payroll Respond to RTI queries Industrial Relations / Legal Disputes Co-operative elections Bylaws Compassionate recruitment Procurement of project related capital equipment for new dairies. Monitoring of Financial and Physical progress of in-house and turn key Projects Procurements of Investment items for Additions, Maintenance and Repair projects for existing dairies
Unions	The Unions takes care of Milk procurement from Milk Producers Payments to Milk Producers Local Sales of Milk Cold Storage of Milk in Bulk Chilling Machines Transportation of Balance Milk to District Union Dairies Veterinary support to Milk Producers Cattle Distribution of Farm and Cattle material under various schemes of the Govt. Collection of Payments from Federation for the supplies made
Chilling Centre	Chilling centers are responsible of collection of Milk from Various District Union Dairies and maintain the collected milk in temperatures below 5 centigrade in Chilling towers. Chilling centers maintain records of total milk receipts in can, in liters across various Union dairies. Based on the Fat and SNF content the payment calculation is also done here. The payments to the District Unions are done by the Federation based on the information provided by the Chilling centers. Chilling centers then transport this milk to various feeder dairies and product dairies for further processing of milk.
Retail Outlets	Selling milk and various products of Aavin through Federation run parlours, FROs and AVMs

**1.4 Challenges faced by Aavin**

In the wake of the advent of private sector dairies and their procurement activities in the same milk shed as of the cooperatives, the Milk Producers are not treating the cooperatives as the preferred buyers

The consumers end up paying more for milk from the private dairies when the supply from TCMPPF is not enough to meet the demand

The physical infrastructure has been built to handle larger capacities of milk supply, but there is no equivalent increase in the supply

Even if there is a larger capacity to handle milk processing at steady state conditions – the variations in procurement volume leads to wastage of milk in many instances

The cooperative sector needs to generate surpluses through operations to ensure continuous investments in milk shed development and dairy infrastructure

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The cooperative sector needs to be the dominant sector to build a sustainable milk shed and for the economic development of the marginal and small Milk Producers

There has been substantial investment in physical infrastructure of the milk supply chain, but the investment in the information infrastructure is very limited – sporadic in nature, with investments mainly in small stand-alone software applications, desktop computers in offices and electronic devices at the sourcing points.

### **1.5 Existing IT Application**

Aavin's past experience with Information Technology has been bad in terms of non-availability of appropriate applications to integrate the activities carried out in all the functional tiers. Hence the losses have been incurred in poor account management, unaccounted sales, time loss, HR related problems due to inefficient system, loss of productivity & employees satisfaction etc.

Also Aavin's current applications have been developed on a "piece-meal" approach wherein various platforms like Unix-based COBOL, dos-based Fox Pro, excel driven PC programs, and Personal computer based applications at each individual workstation exist together.

Different Applications address to same business processes at different locations with different data base formats resulting data portability nearly impossible.

This also leads to data duplications and add to the overhead to data entry operators. Further none of the application is integrated and data generated are not reliable.

### **1.6 Purpose of the Project**

The purpose of this project is deliver services to the citizens in minimum turn-around time with minimal physical interaction with the department and this project is to take into account the achievements made by the Department of dairy development and to carry the momentum forward by identifying further opportunity areas that can be taken up for e-Governance. This would help in elevating the service delivery standards and internal process level efficiency of the Department and proliferate the benefits of IT enabled Governance to all the four federation units located in different geographies and also to its various interfacing Departments operations.

Further this would enable both the consumers of urban and producers of rural areas to avail the portfolio of services provided by the organization through ICT initiatives.

### **1.7 Implementation Location**

State Federation (1 HQ), Metro Dairies (4 dairies) and Marketing offices at Chennai and Feeder Balancing Dairies at Madurai, Salem, Krishnagiri and Erode (4 FBD) and JMD offices

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marketing and Admin (2) Societies 2800 and any other locations as indicated by M/s.Aavin during the contract period.

**2. Tender Schedule**

1	Tender inviting Authority & Address for all correspondence.	The Managing Director, ELCOT, II Floor, MHU Complex, 692, Anna Salai, Nandanam, Chennai-600 035. Phone: 044-24320124, 65512300 Fax: +91-44-24330612 e-mail: <a href="mailto:network@elcot.in">network@elcot.in</a> website: <a href="http://www.elcot.in">www.elcot.in</a>
2	Name of the Work	Selection of A Consultancy Company for implementing Integrated Dairy Management System in M/s.Aavin.
3	Tender reference	ELCOT / Network / 32689 /AAVIN – IDMS – RFP /2014
4	Sale of Bid Document	Document can be purchased at the above address by payment of Rs.5000/- (Rupees five thousand only - non- refundable). The bidding document shall be made available for sale on all working days from 11.00AM to 04.00PM till one day prior to the tender submission date.
5	Downloading of Tender documents	Tender documents can be freely downloaded from websites <a href="http://www.elcot.in">www.elcot.in</a> and <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a>
6	Earnest Money Deposit	Rs.2,00,000/- (Rupees Two lakhs Only) by way of Demand Draft or Banker's cheque
7	Pre-Bid meeting	11.03.2014 @ 11.00 AM at the above address.
8	Due Date, Time and place of submission	26.03.2014 @ 3.00 PM at the above address
9	Date, Time and Place of Technical Bid Opening	26.03.2014 @ 3.30 PM at the above address

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**3. Eligibility Criteria**

**3.1 Pre-Qualification 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 and Price Bid.

S.No.	Eligibility Conditions	Documentary Proof to be submitted
1	The bidder should be a company registered in India, under the Companies Act 1956.	Certificate of Incorporation.
2	The bidder should be a company registered with the VAT and Service Tax Authorities.	VAT and Service Tax registration Certificates along with recent Annual Return filed with the respective authorities
3	The bidder should have an average turnover of minimum Rs.50 Crores (Rupees Fifty Crores) out of which Rs.25 Crores should be from IT / ITES business in the last five financial years i.e FY's 2008-09, 2009-10, 2010-11, 2011-12 and 2012 -13	Copies of the Audited Annual reports for the last 5 financial years or Certificate from Statutory Auditor. The Turn over details for IT / ITES business should be shown clearly.
4	The bidder should be in the business of IT / ITES / IT Project Consultancy at least for the past three years as on 31.12.2013	Copies of PO / WO or Contract agreements for the five years as on 31-12-2013
5	The Bidder should have previous experience of providing consultancy in project design, procurement, project management, handholding support in successful implementation of any one e-governance project with a Single order value of atleast INR 40 Lakhs from <b>Central or State Governments or PSUs in India</b> within the last five years.	Copy of Work Orders or Agreements along with the Satisfactory performance certificate obtained from the specific customer should be furnished.
6	The Bidder should have a local office in Chennai. The bidder shall mention the full address and telephone numbers of the Chennai office.	Local address proof such as copy of the house tax receipt/EB bill if it is own. If it is Rental, copy of the rent/Agreement/Telephone bills valid

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7	on or before 31/12/2013 should be enclosed.
Should not have been black listed or issued contract termination notice for default on the part of the bidder by any State Government or Government agency in TamilNadu.	A self certificate to that effect shall be enclosed by the bidder under the sign and seal of the Authorized signatory of the bidder.

**Note:**

- 1) It may be noted that the Bidder Company or the Group Companies with a common shareholding of 10% or above would not be eligible to participate in the tender. Hence, the bidder may take note of this while submitting the bid and certify to this effect.
- 2) Consortium bidding is not permitted.
- 3) Self certified Copies of the documents to be submitted for proving the eligibility criteria and Original documents should be made available for verification whenever necessary. Failure to produce Original document on demand will make the bidder disqualified, termination of contract and is liable for penal action including blacklisting of the bidding company.

**3.2 Disqualification**

The bidder is liable for disqualification at any time during the bid process and the contract period at the sole discretion of ELCOT / Customer Department, for the following reasons:

1. Failure to submit any documents demanded within the specific time frame indicated;
2. Made misleading or false representations or suppressed relevant information in the bid proposal (including documents, forms, Statements, attachments, presentations, etc.) submitted as proof of the eligibility requirements or as part of their proposal;
3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
4. Submitted a proposal that is not accompanied by required fee / deposit money as necessary;
5. Failed to provide clarifications, non-responsive and/or substantive responses, when sought;
6. Declared ineligible or had contract terminated abruptly by the Government of India/State Government for corrupt and fraudulent practices.
7. Rejection of the Tender of Banned tenderer

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

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submitted 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.

**4. Bid Preparation and Submission**

**4.1 pre-bid meeting**

Pre Bid meeting will be held at ELCOT, Nandanam on 11.03.2014 at 11.00 AM. The queries raised during Pre-Bid meeting will be clarified. The clarification offered at the Pre-Bid conference will be recorded and the corrigendum/addendum issued will form part of the tender document.

**Bidders are advised to watch our website any relevant information regarding the tender and act accordingly.**

**4.2 Due date and time**

The tender has to be submitted not later than 3.00 p.m. on 26.03.2014. The tenders will be opened at 3.30 pm on the same day. The tender submitted after due date and time will be rejected.

**4.3 Earnest money deposit**

An EMD amount of Rs. 2,00,000/- (Rupees Two lakhs only) should be submitted to ELCOT by way of Demand Draft drawn in favour of Electronics Corporation of TamilNadu Limited, payable at Chennai No other mode of payment will be accepted.

The Earnest Money Deposit of the unsuccessful Bidders will be returned after the acceptance of the Successful Bidder, at the expense of the Bidders within a reasonable time. The above Earnest Money Deposit held by ELCOT till it is returned to the unsuccessful Bidders will not earn any interest therefor.

Earnest Money Deposit of the Successful Bidder will be adjusted towards Security Deposit against the contract and will be returned only after the successful completion of the contract after adjusting LD / penalty if any.

**4.4 Details to be furnished and mode of submission**

The tender should be filled by the Tenderer in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the tender, the English translation shall govern.

The Bidder should enclose the Company's profile, turnover and Audited Financial Statements for past 5 years signed and authenticated by Statutory Auditors of the bidder company in original along with the Tender Form.

The Bidder should enclose the Curriculum vitae (CV) of the Consultants of the Bidder proposed for this Project. The CV should contain details about relevant experience and track

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record of the Consultants, including project profile and satisfaction certificates of Government customers of previous successfully implemented IT / ITES / e-governance projects.

**TWO PART BID:** This is a two part bid system with **Technical Bid** and **Price Bid** evaluated separately. The price bids of technically qualified bidders alone will be opened and evaluated for award of contract. .

**Technical Bid:** The Technical Bid along with all the supporting documents and documentary proofs mentioned in the documents should be submitted along with the technical bid.

**Envelope-A (Technical Bid):** This Technical Bid should be submitted in a sealed envelope along with the EMD amount with the superscription of Tender Ref No., due date and time of the tender.

**Price Bid:** The filled up Price Bid should be submitted separately without any incomplete details or fields. Any blank field or insufficient information in the Price Bid will be treated as non-responsive offer and the tender is liable for rejection. The rate quoted should be firm and should not be subjected to any variation clauses and conditions during the contract period.

In case of increase or decrease of service tax during the course of contract, the consequential impact shall be to the account of the customer. ELCOT shall not pay for any increase in duties, taxes and surcharges on account of any revision by the Government either Central and / or State after expiry of the stipulated contract period.

**Envelope-B (Price Bid):** This Price Bid should be submitted in a sealed envelope with the superscription of Tender Ref No., due date and time of the tender.

**Outer Envelope:** These Two bids viz. Technical and Price bids should be put into an outer sealed envelope with the superscription of Tender Ref No, due date and time of the tender should be submitted within the due date and time.

**Applicability of Tamil Nadu Transparency in Tender Act, 1998:**

This Tender will be governed by the Tamil Nadu Transparency in Tenders Act, 1998 with The Tamil Nadu Transparency in Tender Rules 2000 as amended from time to time. (<http://www.tn.gov.in/gorders/fin446-e.htm>)

**5. Tendering Opening and Evaluation**

**5.1 Tender opening**

The tenders submitted up to 03.00 pm on 26.03.2014 will be opened at 03.30 pm on the same day by the Managing Director, ELCOT or any other officer authorized by him on his behalf at Electronics Corporation of TamilNadu Limited, 692 MHU Complex, 2<sup>nd</sup> Floor, Anna Salai, Nandanam, Chennai-35 in the presence of such of those Bidders or their representatives who may be present at the time of opening. Representatives who are attending the opening of the tenders should bring a letter of authority from the tendering firms, which they represent to identify their bonafides.

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**5.2 Tender Validity**

The offer submitted by the Bidders should be valid for a minimum period of **120 days** from the date of submission of Tender. However, the validity should be extended if required.

**5.3 Tender Evaluation**

**Technical Bid Evaluation:**

**Step-1:** Initial Bid scrutiny will be held and will be treated as non-responsive, if tenders have non-compliance of any of the clauses stipulated in the Tender. A list of responsive bidders, who comply with all the Terms and Conditions of the Tender, will be prepared and those responsive Bids will be considered for further processing.

**Step-2:** Technical Strength Analysis of the responsive bidders as prescribed in Clause 5.4 will be done through a Technical Committee involving members of ELCOT, Customer (Aavin) and minimum one External Member. All eligible bids as per Clause 5.4 will be considered for further evaluation. The decision of Committee will be final in this regard.

**5.4 Technical Evaluation Criteria (Strength Analysis)**

S. No	Description	Max Marks
<b>1</b>	<b>Strength of the Organization (20 out of 100)</b>	
a.	Annual average Turnover in IT / ITES business during the last five years:  INR 25 to 50 Crores: 5 Marks and More than 50 Crores: 10 Marks	10
b.	Over all experience in the field of IT / ITES Implementation or Consulting Services.  Upto 5 years: 5 Marks and More than 5 Years: 10 Marks	10
<b>2</b>	<b>Past Experience (45 out of 100)</b>	
a.	Experience in consulting for designing and implementing Enterprise Resource Planning Systems for Government / PSU clients in India during the last 5 years as on 31.12.2013. Minimum value of consulting project should be INR 40 Lakhs  3 projects: 15 marks 2 projects: 10 marks 1 project: 5 marks	15
b.	Experience of providing consulting services for large engagements (Manufacturing Industry Sector) involving process re-engineering /	15

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improvement, architecture design, Infrastructure assessment, handholding the clients in vendor selection, deployment & successful commissioning, project monitoring, training the local team and handover - Government clients in India during the last 5 years as on 31.12.2013. Minimum value of individual project should be INR 2 Cr

3 projects: 15 marks

2 projects: 10 marks

1 project: 5 marks

<b>c.</b>	Experience of successful implementation or consultancy in any of Govt. of Tamil Nadu on e-Governance projects involving procurement of IT solutions or implementation on turnkey basis during the last 10 years as on 31.12.2013.	5
<b>d.</b>	Experience of providing consulting services / implementation of supply chain optimization to public or reputed private sector in India during the last 5 years as on 31.12.2013.	5
<b>e.</b>	Experience of providing consulting services / implementation of IT / ITES projects involving fully open source Application Stack and Tools in India during the last 5 years as on 31.12.2013.	5
<b>3 Understanding, Approach and Implementation Methodology (35 out of 100)</b>		
<b>a.</b>	Demonstration of understanding of customer (M/s.Aavin) requirement. (Presentation by the bidder)	10
<b>b.</b>	Approach and methodology proposed to be adopted to address the requirements, Use of past experience, Company team structure and its strength, best practices adopted in similar lines of public / private sector, what process re-engineering proposed for Aavin, Setting up Project Team in Aavin with Domain Experts for successful phased implementation of IDMS, Consultancy expertise transfer to the local developed team of Aavin etc should be demonstrated by the Bidder. (Presentation by the bidder)	15
<b>c.</b>	Strength analysis of the proposed Consultancy team as specified in <b>Technical Bid at T-8: Resource Deployment</b> in terms of Qualification, special skills acquired, Experience. Expertise, projects handled, knowledge in similar projects at global level etc (Through CV analysis and Presentation by the bidder on roles and	10

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responsibilities.

**Total Score (Marks)**

**100**

**Important Note: Bidders who score a minimum of 60 marks would be considered for opening of Price Bids.**

The Committee shall indicate to all the Bidders the results of the technical evaluation through a written communication. The technical scores of the Bidders will be announced prior to the opening of the Price Bids.

The technically shortlisted Bidders will be informed of the date and venue of the opening of the Price Bids through a written communication.

#### **5.5 Evaluation of Price Bid**

The Price Bids of only the technically qualified Bidders will be opened for evaluation.

The lowest cost quoted by the bidder will be selected and declared as the L1 Bidder and is eligible for award of contract.

However, the L2 bidder will be asked to match the L1 negotiated final rates and in the event of L2 accepts for matching the final negotiated L1 rates; they will be kept as the alternate bidder eligible for award of contract if the L1 bidder fails to successfully complete the project.

ELCOT reserves the right to either award or not to award the contract in full or parts to the L2 bidder and the decision of ELCOT in this regard is final.

#### **5.6 Negotiations**

ELCOT reserves the right to carry out negotiations with the successful Bidder on the rates, scope of work and other Terms and conditions. ELCOT may further discuss on the details of the approach and methodology and resource deployment to be adopted by the Bidder for the Project and ask for improvement over and above the minimum requirements mentioned in the RFP for the best interest of the Project.

The Technical Proposals, any clarifications provided, presentations, and acceptance for improving the terms and scope etc by the Bidders during the Bid evaluation phase will form part of the Contract.

#### **5.7 Acceptance of Tender and Withdrawal**

The right of final acceptance of the tender is entirely vested with the MANAGING DIRECTOR, ELCOT who reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of

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ELCOT to communicate with rejected Bidders. After acceptance of the tender by ELCOT, the Bidder should have no right to withdraw his tender or claim higher price. The tender acceptance authority may also reject all the tenders for reasons such as change in scope of work, new technologies, and lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances. Tenders with incomplete information are liable for rejection

**5.8 Letter of Acceptance (LOA)**

After successful completion of the negotiations, the Letter of Acceptance of tender will be issued to the Successful Bidder.

**5.9 Agreement**

The Successful Bidder should execute an agreement for the fulfillment of the contract in the stamp paper in the model form enclosed with such changes / modifications as may be indicated by the purchaser at the time of execution within 7 (seven) days from the date of acceptance of the tender and issue of LoA.

The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.

The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of ELCOT and ELCOT reserve the right to recover any consequential loss from the Successful Bidder.

**5.10 Security Deposit**

The Successful Bidder should remit a Security Deposit at 2% of the value of the contract by way of a Demand Draft from any scheduled bank drawn in favour of “ELCOT, Chennai-35” payable at Chennai within fifteen days from the date of LOA. Alternatively, the Security Deposit can be paid by way of an irrevocable Bank Guarantee valid for 30 days plus the duration of contract period. The SD will be returned to the successful Bidder / contractor after successful completion of contractual obligations and this SD will not earn any interest.

**5.11 Release of Work Order**

After the execution of the agreements specified in the Bid Document and after receipt of the Security Deposit, ELCOT will release the formal Purchase / Work Order to the Bidder.

**5.12 Execution of Work**

The Successful Bidder should handle the assignments as per the orders given to them from time to time and should be responsible for effective delivery of work.

Successful Bidder shall deploy the personnel whose CV is evaluated and accepted by ELCOT and its customers in order to fulfill this contract. Deployment of untrained and inexperienced personnel will not be acceptable and shall be considered as a contract violation entailing cancellation of the contract.

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The Successful Bidder should be in a position to work in the customer locations for all practical purposes during the period of the contract.

Consultant would also need to visit field points in Chennai and other locations, generally in neighboring districts to enable effective and full understanding of field situations resulting in proper and transparent, unambiguous and clear Functional Requirement Specification and documentations. However, this should not be a limitation to visit any other locations.

The successful bidder / contractor should set up a PMU (Project Management Unit) in Customer location involving the Domain experts, Project consultants & Supporting resources (from the successful bidder), DMS Application Developer and the Infrastructure Service Providers as per the guidance of the Customer Authority. This PMU will handle the implementation of the project right from the beginning. The Head of the PMU will be from the customer and knowledge share should happen during all appraisal meetings and decisions taken for implementation. A clear documentation should be made available to all stake holders and the customer authorities, which will serve as “Knowledge Bank” to track the developments and guide in implementation, scaling up and support to the project.

**5.13 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 without prior permission from ELCOT. The Successful Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without prior permission from ELCOT.

**5.14 Liquidated Damages**

Liquidated Damages (LD) will be levied at the rate of 0.25% per week on the total contract value or part thereof, if the work has not been completed within the stipulated delivery period subject to Force Majeure conditions. Besides, such performance may entail black listing of the Successful Bidder.

**Force Majeure:**

- a. *Neither party shall be liable for any failure or delay in performance under this Contract Agreement to the extent said failure or delay is proximately caused by natural calamity, strike, bandh, communal attacks, lockout, curfew, riot, war, hostilities and sabotage provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care by the party invoking this clause and such party does everything reasonably possible to resume its performance under this Agreement.*
- b. *A party affected by an event of force majeure shall give the other party written notice, with full details as soon as possible and in any event not later than five calendar days of the occurrence of the cause relied upon. If force majeure applies dates, by which*

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*performance obligations are scheduled to be met, will be extended for a period of time equal to the time lost due to any delay so caused.*

**5.15 Penalty for Non-Fulfillment Tender Conditions:**

In the event of non-fulfillment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions, the SD paid by the Successful Bidder in full or part as may be decided at that time will be forfeited.

The Successful Bidder agrees that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the Agreement, conditions of engagement and work order, the successful tenderer shall pay as penalty an amount subject to a maximum of 10 (Ten) percent of total value of contract. In addition, an amount equal to the actual loss incurred by Government will also be recovered from the defaulting contractor.

**5.16 Other Conditions**

The final decision would be based on the technical capacity of the successful bidder. ELCOT reserves the right to not to accept lowest cost, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of the project.

**5.17 Legal Clause**

In case of any dispute, the matter will be referred to an Arbitrator under "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai only and the Courts at Chennai only shall have jurisdiction in relation thereto. The sole Arbitrator will be appointed by ELCOT and any expenses for the proceedings should be shared by both parties equally.

**6. Scope of Work**

**6.1 Study and prepare “As –Is” and “To-Be” Reports**

- To appoint a qualified and experienced Programme Consultant who will be SPOC (Single Point of Contact) at M/s.Aavin who will report to the Managing Director, Aavin through the PMU.
- The SPOC Consultant will set up his team of consultants and other supporting resources at the designated locations of Aavin to carry out the responsibilities as per scope of work of tender.
- To conduct a detailed study on the existing processes, Applications & Tools used, Pain Areas, Gap Analysis on the Organization Structure including manpower resources, functions and services of Aavin and to prepare a comprehensive “As-Is” Report.

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- To suggest an appropriate Process Re-Engineering to deliver quick and quality service to the citizens through a comprehensive “**To-Be**” Report for implementation of Integrated Dairy Management System.
- To assess the ICT infrastructure / computerization requirements of Aavin including hardware, software including Application Software, tools, network, connectivity, Skilled resources with Capacity Building Plans, Team building etc and to propose an appropriate Project Rollout Plan as part of “**To Be**” Report through a suitable Public Private Partnership model with Functional Requirement Specifications (FRS), timelines, milestones project deliverables etc, keeping in mind the growth plan for minimum five years.

**6.2 Advice, Assist and Support M/s.Aavin to achieve its desired goals (The following is only a suggestive list, not exhaustive and limited to):**

- Setting up of Project e-Governance Mission Teams (including support resources through outsourcing) and provide capacity building plans for the Teams.
- Achieving efficiency in payments made to suppliers, thereby re-establishing Aavin as a preferred choice for milk producers across the State
- Ensuring effective supply chain management to eliminate any capacity mismatch related issues
- Achieving operational efficiency in procurement processes and delivery of services to the consumers
- Ensure efficient processes in elimination of waste and surplus management for effective reinvestment.
- Improving the ways and means of providing support needed to the Milk producers including credit, cattle feed and devise mechanism to keep track of support extended using IT
- Effective matching of the demand and supply, by building a strong relationship with the consumers and greater insights into their buying habits
- Devising different strategies in Sales and Marketing by capturing the sales information accurately and timely forecasting to improve the profitability.
- Setting up Dashboard based reporting methods for efficient management of the Organization by providing real time data for use in Policy planning and implementation.
- .....

**6.3 Selection of System Integrator**

- To assist Aavin or its duly appointed Agency in the entire procurement process for the IDMS. This would include:
- Preparation of bid documents including eligibility requirements, EOI / RFP / SLA etc.as

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- **Phase-1 (3 months):** Consultancy services till submission and acceptance of “As-Is” and “To-Be” Reports.
  - **Phase-2 (6 months): Trial Run** - Finalization of Vendors for Application Software Development, Implementation with minimum hardware and connectivity in PMU and selected locations and
  - **Phase-3 (15 months):** Scaling up and full implementation with full load on successful completion of Phase-2
  - **Phase-4 (12 months):** Support on the project after successful implementation and completion of Phase-3
- Floating of bids
  - Conducting pre-bid meeting
  - Evaluation of bids
  - Making appropriate recommendations to choose the bidder as per tender regulations.
  - Drafting Service Level Agreement between Aavin and the System Integrator (successful bidder)
  - Monitoring, validation and reporting of the supplies, installation, commissioning and support as per Contract terms
  - Capacity building programme for skill development
  - Setting up local teams and transfer of responsibilities.
  - Winding up and phased withdrawal with external off-site support arrangements.

**7. Scope of work for the Consultant as part of Project Management Unit (PMU)**

- To Serve as the owner's engineer for monitoring and implementation of the project by the service provider and evaluating service level against benchmarks provided in the agreement at various stages of the implementation including deliverables, timeliness, training of Department personnel in monitoring the implementation.
- The total implementation period for IDMS is 24 months from the date of execution of agreement with the IDMS Consultancy Service Provider (successful bidder) with the suggestive Time Frame is given below as “**IDMS Implementation Plan**” in **Clause 8.3**.
- The total period for overall implementation and handing over of IDMS is 24 months with 3 months for Phase-1, for selection of System Integrator for implementation of Trail Run is selected locations with Application Development and Infrastructure is expected to be another 6 months for Phase-2, Scaling up of implementation in all locations and complete the successful implementation of IDMS is another 15 months as Phase-3 and Post implementation support for 12 months as Phase-4.
- Manage, monitor and Control the implementation of IDMS in coordination of all the vendors to enable effective commissioning within the time lines set in SLA.

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- Train the staff of Aavin to review and monitor the performance of the IDMS Provider and other vendors to enable sustained project implementation in the post-consultancy period.
- To interact with the Managing Director / officials nominated by him and adapt the outputs based on these consultations.
- Submit a daily/weekly/monthly report of the tasks performed for accountability.
- Bring the best knowledge and experience including good practices adopted in other jurisdictions into the project and also share the knowledge gained with others for assisting them in implementation.
- Documentation, Promotion and publicity of the programme at appropriate forums.
- All other related work of IDMS.

**8. Strength of Consultant and sharing of best practices**

Bidder should possess manpower with requisite Qualifications in Engineering / Computer Applications (B.E. or equivalent), Business Administration (MBA or equivalent) **with relevant prior and direct experience** in Project Design, Planning and Management and should possess the following strengths:

- Domain specific knowledge in e-Governance, Open Source Software, Work Flow Management Systems, FRS/DPR/RFP documentation with relevant experience.
- Demonstrate and advise in use of systematic and proven technologies such as WAN, Data centre architecture, TCP/IP, GPRS, GIS, GPS, etc. as well as hardware such as smart cards, RFID, hand held point-of –sales terminals from concept to consolidation.
- Proficient in various hardware and software standards at the National and International levels. The Consultant should be able to demonstrate having worked with these relevant standards.
- Ability to analyze and recommend appropriate technologies from multiple system manufacturers and sharing of best practices at global level.
- **Prior and direct** Project planning, design and implementation experience in e-Governance project of at **Pan- India level.**
- **Prior and direct** experience in drafting FRS/RFP/RFQ documents with specific reference to e-Governance
- Ability to coordinate and facilitate project implementation by IDMS Providers and advise and support Aavin in project management.
- Proper replacement should be provided before relief of any of the persons deployed in the project without lapse in project deliverables.

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**8.1 Payment**

The Successful Bidder will be paid remuneration as per the final negotiated price in the Tender and as per the contract agreement. The payment terms are as below at Clause 8.3.

**8.2 Work Sites**

The Successful Bidder should be in a position to work in the customer location generally in Aavin headquarters at Madhavaram, Chennai-600 051 for all practical purposes during the period of the contract and other locations in TamilNadu wherever the customer is demanding for successful implementation of the project.

**8.3 Consultant Deliverables and IDMS Project Rollout Plan (24 months)**

Aavin intends **to fully automate its functions** and achieve its objective with the support provided by the Consultant and System Integrator as below.

S No	Deliverable Milestone	Tentative Time limit	Payment %
1	<b>Phase 1 (3 months)</b>		
1.a	Preparatory work and Action Plan	15 days from the date of signing of contract	
1.b.	As-Is, FRS and To-Be Scenario Reports	75 days from previous milestone.	
2	<b>Phase-2 – Trail Run (6 months)</b>		
2.a.	RFP/SLA for Application Development and Infrastructure (System Integrator)	30 days from previous milestone	
2.b.	Tender publication and evaluation	60 days from previous milestone	
2.c.	Award of Contract including LoA, SD and Contract Agreement	30 days from previous milestone	
2.d.	Application Development, Installation of infrastructure, User Acceptance Test, Conducting trail run in selected load, Capacity building & training and successful completion of Trial Run and	60 days from previous milestone	25%

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	customer signoff.		
3	<b>Phase-3 – Scaling up and successful implementation in all locations and Project review and handover (12 months)</b>		
3.a	Corrective steps, Issue of instructions and installation & commissioning of Infrastructure in all other locations and successful conduct of Go-Live in all locations as per schedule indicated with customer signoff.	330 days or 11 months from the previous milestone	65%
3.b.	Project review, monitoring, corrective measures, documentation, training the local teams and handover responsibilities to the local teams.	30 days from the previous milestone	10%
4	<b>Phase-4: Post Implementation support (12 months)</b>		
4.a	Provide off-site support for 12 months through telephonic, e-mail and remote log-in	12 months from the previous milestone	25% at the end of each quarter.
4.b	Provide on-site review and on-site support whenever necessary on “Per Call” basis within 8 working hours from the time of request.	Whenever required if the PMU decides for its necessity.	100% - At the end of each qtr.

#### **8.4 Code of Conduct and Conflict of Interest**

The Successful Bidder should conform to an acceptable and ethical code of conduct and interact effectively and sufficiently with all stakeholders of the projects. Confidential matters, especially on tender evaluation or related issues, should not be leaked or disclosed to anybody else.

The companies or their sister concerns with conflict of interest would not be eligible to participate in the tender for the IDMS Provider. Hence, the bidder may take note of this aspect while submitting the bid and certify to this effect.

#### **8.5 Post Contract Scenario**

On successful completion of the contract period, the contract can be further extended on mutual agreement basis without any upward revision of rates / contract amount but with improved

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terms and conditions. In case of contract being terminated, the Successful Bidder / contractor will be relieved from the responsibilities only after acquiring all the deliverables created by the Successful Bidder under this contract. However ELCOT reserves the right to either terminate or extend the contract which will be decided at the time of successful completion of initial contract period.

**9. Sample Form of Agreement**

(To be executed on a Rs. 100/- Stamp paper by the successful Bidder)

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014 at Chennai among the Managing Director of ELCOT, a Government of Tamil Nadu Undertaking, registered under the Companies Act, 1956 and having its registered Office at 692, Anna Salai, Nandanam, Chennai-600 035 on behalf of the customer M/s.Aavin, being the service recipient hereinafter referred to as 'ELCOT' (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the FIRST PART and M/s. \_\_\_\_\_, (Name of Successful Bidder) having its Registered Office at \_\_\_\_\_ being the service provider hereinafter referred to as the 'CONSULTANT' (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the SECOND PART.

Whereas a tender was invited by ELCOT on behalf of M/s. AAVIN for appointment of a CONSULTANT for handling IT projects of Aavin (Integrated Dairy Management System) and the CONSULTANT herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

Whereas MANAGING DIRECTOR, ELCOT and CONSULTANT, in pursuance thereof have discussed further and arrived at the following terms and conditions:

1. This Contract shall remain in force during the Contract period of 24 months from the date of signing of this contract for implementation of the Integrated Dairy Management Solution. The MANAGING DIRECTOR may terminate this contract where CONSULTANT is in material breach of the terms and conditions of this contract and the CONSULTANT fails to remedy that breach within 7 days of written notice. Termination of this contract by the MANAGING DIRECTOR will not relieve any party of its liability as mutually agreed.
2. The CONSULTANT agrees to undertake the project assigned by MANAGING DIRECTOR, from time to time at an all-inclusive amount of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) as consultancy fee. This rate is firm and is not subject to enhancement during the contract period. Fees to the Consultant will be paid on the payment terms agreed in the tender based on the certificate issued by the customer for satisfactory completion of the deliverables and milestones.

S No	Deliverable Milestone	Tentative Time limit	Payment %
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<b>1</b>	<b>Phase 1 (3 months)</b>		
1.a	Preparatory work and Action Plan	15 days from the date of signing of contract	
1.b.	As-Is, FRS and To-Be Scenario Reports	75 days from previous milestone.	
<b>2</b>	<b>Phase-2 – Trail Run (6 months)</b>		
2.a.	RFP/SLA for Application Development and Infrastructure (System Integrator)	30 days from previous milestone	
2.b.	Tender publication and evaluation	60 days from previous milestone	
2.c.	Award of Contract including LoA, SD and Contract Agreement	30 days from previous milestone	
2.d.	Application Development, Installation of infrastructure, User Acceptance Test, Conducting trail run in selected load, Capacity building & training and successful completion of Trial Run and customer signoff.	60 days from previous milestone	
<b>3</b>	<b>Phase-3 – Scaling up and successful implementation in all locations and Project review and handover (12 months)</b>		
3.a	Corrective steps, Issue of instructions and installation & commissioning of Infrastructure in all other locations and successful conduct of Go-Live in all locations as per schedule indicated with customer signoff.	330 days or 11 months from the previous milestone	65%
3.b.	Project review, monitoring, corrective measures, documentation, training the local teams and handover responsibilities	30 days from the previous milestone	10%

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	to the local teams.		
4	<b>Phase-4: Post Implementation support (12 months)</b>		
4.a	Provide off-site support for 12 months through telephonic, e-mail and remote log-in	12 months from the previous milestone	25% at the end of each quarter.
4.b	Provide on-site review and on-site support whenever necessary on "Per Call" basis within 8 working hours from the time of request.	Whenever required if the PMU decides for its necessity.	100% - At the end of each qtr.

3. LD will be levied at the rate of 0.25% per week on the total contract value or part thereof and penalty as per SLA subject to a maximum of 10%, if the work has not been completed in full within the stipulated delivery period subject to Force Majeure conditions. Besides, such performance may entail termination of contract and proceed with penal action including black listing of the CONSULTANT.

**Force Majeure:**

a. *Neither party shall be liable for any failure or delay in performance under this Contract Agreement to the extent said failure or delay is proximately caused by natural calamity, strike, bandh, communal attacks, lockout, curfew, riot, war, hostilities and sabotage provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care by the party invoking this clause and such party does everything reasonably possible to resume its performance under this Agreement.*

b. *A party affected by an event of force majeure shall give the other party written notice, with full details as soon as possible and in any event not later than five calendar days of the occurrence of the cause relied upon. If force majeure applies dates, by which performance obligations are scheduled to be met, will be extended for a period of time equal to the time lost due to any delay so caused.*

4. The CONSULTANT agrees that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the Agreement, conditions of engagement and work order, the CONSULTANT shall pay as penalty an amount equivalent to 10 (Ten) percent of total value of contract or part thereof and an amount equal to the actual loss incurred by the MANAGING DIRECTOR, ELCOT or the customers whichever is higher.

5. The Contract or any part share of interest in it shall not be transferred or assigned by the CONSULTANT directly or indirectly to any person or persons whomsoever.

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6. Neither ELCOT nor the CONSULTANT shall be liable to each other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

- a. Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b. Acts of any Government authority domestic or foreign including but not limited to war declared, or undeclared.
- c. Accidents or disruptions including, but not limited to fire and explosions.

7. The Tender document along with the enclosures, the offer submitted by the CONSULTANT, the negotiated and finalised terms and conditions and the Consultancy Work order respectively will form part of this contract. Wherever the offer / conditions furnished by the CONSULTANT are at variance with conditions of this contract or conditions stipulated in the tender document, the Work Order issued with the approval of ELCOT, along with negotiated terms and conditions shall prevail over the offer conditions furnished by the CONSULTANT.

8. Unless otherwise provided in the Contract any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the CONSULTANT to ELCOT 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 sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.

9. Any notice to the CONSULTANT given or required to be given hereunder shall be given by either:

- a. Mailing the same by registered mail, postage prepaid, return receipt requested; or
- b. 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. In the event of non-fulfillment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions, the Security Deposit paid by the CONSULTANT will be forfeited.

11. The CONSULTANT should conform to an acceptable and ethical code of conduct and interact effectively and sufficiently with all stakeholders of the projects. Confidential matters, especially on tender evaluation or related issues, should not be disclosed to anybody else.

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12. The CONSULTANT or the Group Companies with a common shareholding of 10% or above will not be eligible to participate in tender for the Integrated Dairy Management System Solution Provider.

13. In case of breach of any of the conditions of the contract by the CONSULTANT during the contract period, ELCOT reserves the right to recover costs/liabilities arising directly due to such breach from the CONSULTANT. The total liability, however arising, of the CONSULTANT under the contract is limited to the amount payable to the CONSULTANT by ELCOT under the contract.

14. If any dispute and/or difference shall at any time arise between the parties to this agreement or any clause or their respective rights, claims or liabilities hereunder or otherwise, however, in relation to or arising out of or concerning this agreement, such dispute and/or differences shall be referred to arbitration by two arbitrators, one to be appointed by each party and in the event of arbitrators differing, to an umpire to be appointed by the said two arbitrators before entering upon the reference. The Arbitration and Conciliation Act, 1996 as amended from time to time shall apply.

15. All disputes in this regard shall be subject to Chennai Jurisdiction only.

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 Consultant

For and on behalf of ELCOT

Witness (1):

Witness (1):

Witness (2):

Witness (2):

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**10. Proposal Submission Form**

Location:

Date:

To  
Managing Director  
ELCOT, Chennai-35.

Sir,

Sub: Proposal for Selection of a Consulting Agency for Integrated Dairy Management System Project

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated \_\_\_\_\_. We are hereby submitting our proposal, which includes Technical Bid and Price Bid in sealed envelope and as specified in the tender. Our proposal is binding upon us.

Yours sincerely,

Authorised Signatory

Name and Title of Signatory

Name of the Firm: Address:

Telephone No:

Mobile No.:

Fax No:

E-mail:

Note: Please also provide the full contact particulars of the Top executive of the Bidder in India for escalation of issues.

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**11. Technical Bid**

**T-1: Check-list for submitting documents:**

**Bidder should fill in the check list without fail.**

S. No	Documents to be submitted	Fill (YES or NO)
1	Payment of EMD amount	
2	Submission of Tender in Two Part Bid	
<b>Eligibility Criteria</b>		
3	The bidder should be a company registered in India, under the Companies Act 1956.	
4	The bidder should be a company registered with the VAT and Service Tax Authorities.	
5	The bidder should have an average turnover of minimum Rs.50 Crores (Rupees Fifty Crores) in the last five financial years i.e FY's 2008-09, 2009-10, 2010-11, 2011-12 and 2012 -13	
6	The bidder should be in the business of IT / ITES / IT Project Consultancy at least for the past three years as on 31.12.2013	
7	The Bidder should have previous experience of providing consultancy in project design, procurement, project management, handholding support in successful implementation of any one e-governance project with a Single order value of atleast INR 1 Crore from <b>Central or State Governments or PSUs in India</b> within the last five years.	
8	The Bidder should have a local office in Tamil Nadu. The bidder shall mention the full address and telephone numbers of the Tamil Nadu office	
9	The Bidder should not have been black listed or issued contract termination notice for default on the part of the bidder by any State or Central Government or Government agency in India.	

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Note: Please ensure all the relevant boxes are marked Yes/No against each column.

**T-2: EMD Particulars**

S. No	DD No.	Date	Name of Bank	Amount (Rs)
Total Amount				

**T-3: Bidder's Average Annual Turnover in last 5 Audited Financial Years.**

S. No	Financial Year	Turnover (Rs.)	Enclose Audited Financial Statements
1	2008-2009		
2	2009-2010		
3	2010-2011		
4	2011-2012		
5	2012-2013		
<b>Average Annual Turnover for the above five years.</b>			

**T-4: Bidder's experience in consulting work (Enclose additional sheets if required)**

S. No	Description	Project specific details
1	Name of the Project	
2	Name of the organization where bidder executed	
3	Project Start Date	
4	Project End Date	
5	Client Contact Details	

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6	Completion Certificate for the Project	
7	Value of the Project	
8	Full copies of latest work orders or agreements and performance certificates	

**T-5: Bidder's local Office presence in Tamil Nadu / Chennai (Submit additional sheet if necessary)**

S. No	Description	Details to be furnished with proof
1	Contact details of Bidder's Head Office in India	
2	Contact details of Bidder's Office in TamilNadu	
3	Contact details of Bidder's Office in Chennai	
4	Copies of documentary proof for the above	

**T-6: Profile of the Bidder**

S. No.	Particulars	Please furnish the details
1	Name of the Company and year of incorporation in India/Tamil Nadu	
2	Indicate nature of the Company (Public/ Private)	
3a	Address of Registered Office	
	Telegraphic Address	
	Telephone Number	
	Fax Number	
	Email Address	
3b	Local Office address in Chennai in which current work will be handled	
	Name and designation of in-charge	

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	Telegraphic Address	
	Telephone Number	
	Fax Number	
	Email Address	
4	Please provide the following details:	
4a	Permanent Account Number	
4b	Service Tax Registration Number	
4c	Bankers Name and Address	

**T-7: Project Citation:**

Assignment Name:	Approx. Value of the Contract:
Location:	Duration of Assignment (months):
Name of Client:	Total number of staff-months of the Assignment:
Address:	Approx. value of the services provided by your firm under the contract:
Start Date:	No. of professional staff-months provided
Completion Date:	by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

**T-8: Resource Deployment for the project**

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<b>S. No.</b>	<b>Nature of Resource</b>	<b>Number of resources</b>	<b>Proposed assignment to the resource</b>	<b>Total Man-months for each resource</b>
1				
2				
3				
4				
5				
6				
7				

**Note: Please attach the CV of the above Resources proposed to be deployed.**

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**12.Price Bid**

**P-1: Project consultancy cost:**

S.No.	Description	Project Cost as per scope of work without Taxes**	Other Expenses without Taxes**	Total Cost without Taxes**
		In INR	In INR	In INR
(A)	(B)	(C)	(D)	(E) = (C+D)
1	Consultancy charges as per the scope of work defined till successful completion of implementation and satisfactory handing over to customer M/s.Aavin including the resources as specified in T.8.			
2	<b>Post implementation responsibility:</b> Provide off-site support for 12 months through telephonic, e-mail and remote log-in etc			
3	<b>Post implementation responsibility:</b> Provide on-site review and on-site support whenever necessary on “Per Call” basis within 8 working hours from the time of request. – Please quote for <b>12 Calls</b> @ one call per month. (This will be availed only as and when needed).			
4	<b>Grand Total (in figures)</b>			
5	<b>Grand Total (in words)</b>			

\*\* - Service Tax as applicable will be paid extra.

**Note:**

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1. The above rates / cost is as per the scope of work and terms and conditions of the tender subject to negotiation for better rates, terms and conditions in the interest of the project and Government.
2. Other Expenses in the above table shall include all travel, travel related expenses, out of pocket expenses and other incidental expenses related to the project. No additional claims over the amount mentioned in this line item will be allowed during the engagement.
3. The Total Cost quoted will be all-inclusive cost except the Service Tax as applicable.
4. No other cost or expenses will be reimbursed separately.
5. The Grand total amount quoted at Sl.No.4 and 5 above in the Price Bid will alone be taken up for Price Bid evaluation.
6. If there is discrepancy between the rates / amount quoted in figures and words, then the rates / amount quoted in words will prevail.

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**P-2: Resources - Monthly Rates - For reference only**

S.No.	Resource description	Unit Rate per month without Taxes
		In INR
(A)	(B)	(C)
1	Principal / Programme Consultant	
2	Senior Consultant	
3	Consultant	
4	Project Coordinator	
5	IT Coordinator	
6	Data Entry Operator	
7	Other (Please specify)	

**Note:**

1. The above rates are obtained only for reference purpose for the resources prescribed in T-8 above in Technical Bid such as Principal / Programme Consultant, Senior Consultant, Consultant, Project Coordinators, IT Coordinators, Data Entry Operators etc.
2. The monthly rates quoted above will not be taken into account for Price Bid evaluation, but for reference purposes only. The monthly rates will be mapped with the consultancy cost quoted, the efforts proposed etc for obtaining better rates/ cost, terms & conditions and team deployment etc by negotiation with the Successful Bidder in comparison with the other bids.

Signature of the Bidder:

Name & Designation:

Company Name :

Seal of the Company: