

KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED

(A Government of Kerala Undertaking)

IT&T Division, Housing Board Building, 6th Floor

Santhi Nagar, Thiruvananthapuram-695001

Ph: 0471-2330613, 2330614,

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Email: sidcoitntc2007@gmail.com

TENDER NO. IT&TC/FTS/01

DATED: 23/10/09

Designation and address of the officer To whom the tender is to be submitted.	Asst. General Manager, IT&T Division Kerala SIDCO Ltd, Housing board buildings, 6th floor, SanthiNagar, Thiruvananthapuram-695001
Last date & time of receiving the tenders	23/11/09 at 2 Pm
Date & time for Opening of Technical Bid & commercial bid	23/11/09 at 2.30 Pm
Description of work	Implementing a web-based file tracking system for SIDCO

1. Kerala small industries Development Corporation Limited (Herein as referred as SIDCO) invites separate sealed tenders from the empanelled software firms with IT&TC Division for implementing a web-based file tracking system for SIDCO .
2. No Tender form Fee is there, Software Firms empanelled with SIDCO can only quote for the tender and the tender form can be down loaded from SIDCO website. www.Keralasidco.com.
3. An EMD of Rs. 7000/- (Rupees Seven Thousand only) should be submitted in the form of Demand draft in favour of Kerala SIDCO Ltd payable at Thiruvananthapuram along with the bids.
4. The bid prepared by the bidder shall be in two parts to be submitted for as per the requirements of the tender. Each part to contain the following:

Envelope - I: TECHNICAL BID for "Implementing a web-based file tracking system for SIDCO "

Envelope - II: COMMERCIAL BID for "Implementing a web-based file tracking system for SIDCO "

Both the Bids shall be placed in separate sealed envelopes. These two sealed envelopes should be put into one sealed cover. The inner and outer envelopes shall be addressed to, Asst. General Manager, IT&T Division, Kerala SIDCO Ltd, Housing Board Building,6th Floor, Santhi Nagar, Thiruvananthapuram-695001 Kerala , India Phone: 0471 -2330613,2330614 ,2330909

The inner and outer envelopes shall indicate the name and address of the bidder , Project Name & the Tender Number. If both the outer and the inner envelopes are not sealed and marked as required will not be accepted for evaluation. Telegraphic / e-mail /fax/open quotation will not be considered.

The Envelope I shall contain:

- i. A detailed project report including concept of the project, scope, technology, methodology and work plan. etc
- ii. Copy of Certificate of Incorporation or Registration of the Firm / Partnership.
- iii. Sales Tax Registration/ Service tax registration Certificate.
- iv. Income Tax PAN.
- v. Proof of successful execution of works executed preferably for Government Departments or Public / Co-operative Undertakings within Kerala/India.
- vi. Detailed Specification/Printed catalogue/Technical manual/ User manual/Service manual / services to be enclosed.
- vii. The list of technical personnel/project leader with Qualification/Experience to be enclosed.
- viii. The tenderer should send along with his tender and agreement executed and signed in Kerala Stamp paper worth Rs. 50/-. A format of agreement is given as Annexure 1 with this tender.
- ix. An EMD of Rs.7000/- (Rupees Seven Thousand only) should be submitted in the form of Demand Draft in favour of Kerala SIDCO Ltd payable at Thiruvananthapuram along with the bids.

The Envelope 2 shall contain:

- i. Commercial Bid.

- ii. The bidder shall quote the rates in English language and international numerals. The rates shall be in whole numbers. **The rates shall be written in both figures as well as in words** with tax split up.

The rate quoted must be inclusive of all charges and taxes as applicable.

5. VALIDITY OF TENDER:

The tender must remain valid for 60 days from the date of opening of tenders.

6. SCOPE OF WORK

Kerala SIDCO Ltd propose to introduce a web-based file tracking system for streamlining the efficient flow of files. The scope of the project is to develop and provide necessary software, to recommend essential hardware and connectivity for implementation of the system, and to provide training to the users of the system.

7. FEATURES & FUNCTIONALITIES REQUISITES

- i. File generation
- ii. Inward entry, File status setting, file assignment, file search and report facility must be there
- iii. Mobile Alerts
- iv. Future enhancements and upgradability

8. CONDITIONS

- i. The bidder should present a presentation on the Implementation of web-based file tracking system.
- ii. The successful bidder shall submit an unqualified Contract Performance Guarantee (in lieu of Contract Performance Security) of the value equivalent to 5% (Five percent) of the total price to SIDCO in the form of an irrevocable and unconditional bank guarantee of a scheduled commercial bank or in the form of a crossed Demand Draft drawn from a nationalized /Scheduled Commercial Bank in favor of M/s Kerala SIDCO Limited, Thiruvananthapuram, payable at Thiruvananthapuram. The guarantee shall be submitted along with the issue of letter of acceptance of his bid, and will be valid till 120 days after the end of the period of guarantee / warrantee (Annexure 2).

- iii. Progress of work will be monitored by the authorized officers of the bidder .
- iv. The software delivered shall be with full functionalities as detailed in the tender specifications, with modifications and as per the proposal submitted in guidelines with tender specification if any as mutually agreed.
- v. Software, data, documentation and designs delivered for this project along with source code etc specific to the project shall be the exclusive IPR of SIDCO which the bidder agrees to surrender on completion of the project.
- vi. Third-party Proprietary software including plugins, platforms, operating systems, tools, data, etc whose IPR shall remain with Third Parties for which reasonable, perpetual license shall be provided solely for use with this deployed archive.
- vii. The Third Party proprietary software or additions if any used shall be those of reputed manufactures' available in the market and latest versions at the time of the contract.
- viii. The bidder shall attend to and repair or replace the defect/bugs/nonperformance of the software services detected or reported to the bidder by the buyer free of any additional cost to the buyer.
- ix. For minor modifications of the system developed/implemented, no extra charges shall be levied.
- x. A complete installation of Software and necessary plugins required for the successful operation of system shall be done.
- xi. On completion of the Project, adequate Training shall be provided to the staff of SIDCO without any additional cost. .
- xii. Late/delayed tenders or post-delayed tenders will not be considered at all.
- xiii. Kerala SIDCO reserves the right to reject / cancel all or any tender without assigning any reason thereof.

ANNEXURE - 2

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be executed by successful bidder & stamped in accordance with Stamp Act)
(The non-judicial stamp paper should be in the name of issuing Bank)

Ref : **Tender No.**

Bank Guarantee No : _____

Date : _____

To

Asst General Manager
Kerala SIDCO Ltd,
Housing Board Complex
Santhi Nagar, TVPM-695001

Sir,

In consideration of the Kerala Small Industries Development Corporation Limited (hereinafter referred to as the Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators executors and assigns), a contract. Bearing No. _____ dated _____ valued at _____ for _____ and the contractor having (scope of contract) agreed to provide a Contract Performance of the entire Contract equivalent to _____ (5 per cent) of the said value of the Contract to the Owner.

We at _____ (hereinafter referred to as the 'BANK', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent of _____ as aforesaid at any time up to _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this

guarantee. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in then or of any right which they might have against the Contractor,. And to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner.

The Bank shall not be released of its obligations under these presents by any exercise by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

The performance guarantee shall also govern the following guarantees

a. The Software supplied under the contract by the Contractor shall be free from all defects / bugs and upon written notice from SIDCO, the Contractor shall fully remedy, free of expenses to SIDCO, all such defects / bug as developed under the normal use of the said software within the period of guarantee/Warranty.

b. The performance guarantee is intended to secure the performance of the Entire system. However, it is not to be construed as limiting the damages stipulated in any other clause of tender Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s _____ on whose behalf this guarantee has been given.

WITNESS

Dated this _____ day of _____ 2009 at _____

Signature _____ Signature _____

Name _____ (Bank's Rubber Stamp)

Official address _____ Name _____

Designation with Bank Stamp

Attorney as per Power of

Attorney No. _____

Date _____

Annexure I

AGREEMENT

ARTICLES OF AGREEMENT executed on this thebetween the Assistant General Manager, IT&T Division, Kerala SIDCO Ltd, Housing Board Building, SanthiNagar, Thiruvananthapuram 695 001,. of the one part (hereinafter referred to as 'the SIDCO") and (H.E. name and address of the tenderer) of the other part.

Whereas in response to the notification No. the bounden has submitted to SIDCO a tender for specified therein subject to the terms and conditions contained in the said tender;

Whereas the bounden has also deposited with SIDCO a sum of Rs..... as Earnest Money Deposit for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the SIDCO.

Now these presents witness and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by SIDCO and the Contract..... is awarded to the bounden, the bounden shall within days of acceptance of his tender execute an agreement with SIDCO incorporating all the terms and conditions under which SIDCO accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract SIDCO shall have power and authority to recover from the bounden any loss or damage caused to the SIDCO by such breach as may be determined by SIDCO by appropriating the Earnest Money Deposit deposited by the bounden and if the Earnest Money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to SIDCO under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the SIDCO may deem fit.

In witness whereof the Assistant General Manager, IT&T Division, Kerala SIDCO Ltd, Housing Board Building, SanthiNagar, Thiruvananthapuram 695001 for and on behalf of SIDCO and (name and address of the tenderer) the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri.....(date).....

In the presence of witnesses:

1.

2.

Signed by Shri.....(date).....

In the presence of witnesses:

1.....

2.....