NOTICE INVITING TENDER (NIT)

(GOK E-procurement system)

Tenders are invited through e-procurement system (E-procurement portal) as per Karnataka transparency in public procurement Act 2000 under two cover bid system from reputed service providers/firms/agencies who are providing support through optimisation and maintenance of ERP software solution and similar projects.

| Sl. No | Name of the work | Amount put to contract in Lakhs | EMD in Rs | Tender Processing fee in Rs | Period of Contract |
|-----------|---|---------------------------------|------------------------------------|-----------------------------------|-----------------------|
| 1 | Providing support through optimisation and maintenance of ERP software solution | 18.00 Lakhs | 5% of Amount put to contract | Refer e- portal | 01 year (One year) |

Tenders documents may be downloaded from Government of Karnataka e-procurement website https://eproc.karnataka.gov.in/eportal/index.seam(Industries and commerce department) from onwards.

1. BRIEF OF EXISTING SOFTWARE/SCOPE OF WORK

The ERP software application is a common web base software developed to record all financial transactions of the Corporation activities related to Financial Accounting, preparation of profit and loss account and balance sheet, which includes generation of payroll and General office Administration etc.

Brief of ERP software

The ERP software application is a common web based software developed and deployed based on the requirement provided.

The financial accounting is an integrated module which integrates the data of the modules of industrial estate, sale and purchase of industrial raw material personnel and administration generation of payroll and finally the financial statements of the company. The ERP software records all financial transaction of these activities in an accurate and simple manner on timely basis and helps the management to get financial statement on a timely manner. The software was designed in discussion with concerned staff of all the departments after taking their inputs on the requirements for the software. Financial accounting is the key focus area in the ERP software. The Financial accounting module shall generate all the required financial statements and reports required by the management. The software was designed and developed using java language and My-sql as back end.

All the modules are seamlessly integrated for the end user and the complete solution is accessible from any of the computer system which has browser in it.

Technology

- · Core java
- JSF Framework, HTMLS 5, CSS AJAX & Prime Faces
- Solr (Lucene)
- Spring
- ORM: JPA (Hibernate)
- Database: MySql.
- As per the Karnatka State open data policy ,government of India and govt of Karnataka state data/software policies

About Software Maintenance

The software which is developed and implemented is being used by all the departments and branch offices all over Karnataka and hence there is a need to update and maintain the application on a regular interval not only from the technical perspective but also as and when there is a change in policy either within the organisation or in the Government

SCOPE OF WORK

- 1. Preventive Maintenance: Identifying, developing and implementing permanent fixes to existing /recurring problems of preventive fixes to potential problems.
- 2. Fixation of any new bugs identified in the production shall be fixed as per Service Level Agreement. (SLA)
- 3. Requests for change in software including analysis, design, code, testing, Implementation and post implementation of technical requirements.
- 4. The changes of modification/Optimization to the existing application shall be addressed under the following three different categories.
 - a) Minor approximately 10 per month and 120 per annum
 - b) Significant approximately 5 per month and 80 per annum
 - c) Major- approximately 60 per annum
- 5. Generation of additional new reports both simple and complex shall be Addressed as per requirement. Approximately 30 to 40 per annum.
- 6. Data manipulation requests for both minor and major, for either updation or Deletion shall be attended as per SLA to be defined.
- 7. Providing user training on modified features and newly added functionalities shall be provided at KSSIDC Head office if necessary in Branch level also.
- 8. Fine tuning of the data base to optimize response time with reference to front- end-
- 9. The agency shall attend the meeting scheduled by KSSIDC for changes in ERP Software as and when intimated.
- Dedicated support staff shall be provided for the support activity such as data corrections.
- 11. Any change requests within the application shall be serviced only with the Written approval of KSSIDC.
- 12. Any other related works entrusted by KSSIDC.

13. Should fulfil the Karnataka open Data policy implementation and as per the Government of Karnataka guidelines from time to time.

14. KSSIDC reserves the Rights to modify/Alter/Change the terms and conditions of the tender at any instance of the time.

2. ELIGIBILTY CRITERIA OF THE BIDDER

The bidder must meet the eligibility criteria and must furnish the proof of documents as required in **ANNEXURE A.** otherwise the bid will be rejected. The said documents must be notarized.

The technical bids will be opened in the presence of bidders on the date specified in the time schedule.

3.TENDER PROCEDURE

1. The tender will be a two part system.

a. First shall be the "TECHNICAL BID" and shall contain detail of technical proposal as per Annexure-A attached with the tender document duly signed and Stamped.

b. Second shall be the FINANCIAL BID and shall contain financial bid in the prescribed format as per Annexure-B attached with the Tender document on Company Letter head duly signed and Stamped.

"Submission of Bids shall be only through e-portal and physical submission of covers will not be accepted"

- 2. Cover-II (Financial Bid) will be opened only if the bidder fulfils the conditions prescribed in this tender document and qualifies in technical bid at Cover-1
- 3. The bidder should fulfil the following Technical Bid Criteria and these documents shall be produced for TWO COVER BID system.

4.CALENDER OF EVENTS:

A) Last date of receipt of completed tenders : 28.02.2024

B) Opening of Technical bid of Tenders : 01.03.2024

C) Opening of Financial Bid of Tenders : 02.03.2024

D) Place of opening of Bid :Office of the General Manager(F)

KSSIDC Limited, A.O.Building, Industrial Estate, Rajajinagar, Bengaluru – 10.

5.CLARIFICATION ON TENDER DOCUMENT:

Bidders are expected to do a comprehensive study of KSSIDC and understand its requirements before submitting the bids. Interested bidders my visit KSSIDC at their own

Cost to have a firsthand knowledge on the activities of KSSIDC, available Infrastructure work culture and IT systems etc, prior to submission of the bide. Interested bidders will not be given any additional time for undertaking such visits.

6. RIGHT TO TERMINATE TENDER DOCUMENT PROCESS:

- a) The KSSIDC Ltd reserves the right to accept or reject any proposal, and to annul the tender process and reject all proposals at any time prior to award of contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.
- b) This tender document does not constitute an offer by the KSSIDC Ltd, The Bidders Participation in this process may result in KSSIDC Ltd selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the KSSIDC Ltd to execute a contract or to continue negotiations. The KSSIDC Ltd may terminate negotiations at any time without assigning any reason.
- c) The bidder must deploy at least two to three technically qualified staff to KSSIDC as required for execution of this work

7. Service Level Agreement (SLA)

| Work description | Resolution period (in terms of days /weeks/ months |
|---|---|
| Minor change request | Within 24 house |
| Significant change request | 3 days |
| Major change request | 7 days |
| Date Correction (update and deletion) | 24 hours |
| Existing bug fixing | 24 hours |
| New bug fixing | 2 days |
| Meetings: Time within which any request for information in the meeting shall be responded back to quoted | Any meeting with regard to the requests shall be scheduled and intimated to the company at least 2 days in advance. Any request for informing the meeting shall be responded back within 24 hours of the meeting. |

8. PERFORMANCE BANK GUARANTEE (PBG)

PBG shall mean an unconditional and irrevocable bank guarantee / Security deposit provided by a Nationalized /Scheduled Bank to KSSIDC Ltd amounting to Rs.2.00 Laks. (Rs.Two lakhs only). The Performance Guarantee shall be valid for two years from the date of Agreement, Unless extended pursuant to the Agreement.

9. EARNEST MONEY DEPOSIT (EMD)

The Bidder shall furnish, as part of its bid, and Earnest Money Deposit (EMD) of 5% of amount put to Contract payable through e-portal only in any of the following modes.

Online payments:

- Credit card/Visa or Master or Maestro card of any bank.
- 2. Debit card/Visa or Master or Maestro card of any bank.
- 3. Net banking Selected banks only.
- 4. NEFT/RTGS any nationalized bank
- 5. Remittance at the bank Counter using challan (ICICI bank only)

Offers which arte not accompanied with EMD, will be summarily rejected. Unsuccessful Bidders EMD will be discharged /refunded after finalization of tenders.

10. PAYMENT TERMS: The payment schedule will be as follows:

- a) Monthly payment on submission of bills supported by reports of successful completion of requested.
- b) No Advance payment shall be made.

11. TECHNICAL EVALUATION:

All the bids (applications) will be evaluated based on the Eligibility Criteria and documentary evidence furnished as per Annexure A. The tender evaluation Committee will shortlist those companies which are satisfying the eligibility criteria in all respects and declare the companies which are technically qualified for further evaluation. Bidders who qualify in the Technical evaluation will be considered further for Financial / Commercial Evaluation.

12. OPENING OF FINANCIAL BIDS:

The Financial bids of bidders who qualify in the Technical evaluation will be opened in the presence of the bidders on the date and time specified in the time schedule.

13. EVALUATION OF FINANCIAL BIDS:

Financial Proposals of only the Technically qualified Bidders would be opened on the date and time as specified in the time schedule for further evaluation. The rates quoted shall be inclusive of all taxes. KSSIDC reserves the right to Cancel the tender if the prices quoted by the bidders is not beneficial to the Corporation.

Validity of Bids

The bid should be valid for period of 180 days from the opening of the proposal.

The EMD shall be forfeited:

- If a Bidder withdraws its bid during the period of Bid validity Specified by the Bidder on the Bid Form.
- In case of a Successful Bidder, if the Bidder denies to accept the work.

14. AWARD OF WORK

The Managing Director, KSSIDC Ltd., reserves the right to award the contract to the lowest financial bid that complies with all the technical requirements.

15. FINALITY IN DECISION MAKING:

The decision taken by the department in the process of Proposal evaluation will be full and final and binding on all the bidders. In case of any ambiguity in the interpretation of any of the clauses in Proposal Document or the Contract Document, interpretation of the Department shall be final and binding on all parties.

16. PENALTY CLAUSE:

If the Solution Provider is not executing the contract to the satisfaction of the Department then the department may invoke any or all of the following clauses.

- Forfeit the Earnest / Money Deposit
- Invoke the Bank Guarantee
- Terminate the contract.
- Black listing of the company.

17. TERMINATION FOR DEFAULT:

The department may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor terminate the Contract in whole or part:

- If the Solution Provider fails to deliver any or all of the Software solutions within the period(s) specified in the Contract,
- If the Solution Provider fails to perform as per the performance standards.
- If the Solution Provider in the judgment of the department is engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- During the contract period, KSSIDC will have the option to terminate the contract immediately by giving a notice in writing to the agency/firm/Contractor and on the date mentioned in such a notice, the contract will come to an end without prejudice to any claim which KSSIDC may have against the agency/company.

18. LEGAL JURISDICTION:

All legal disputes are subject to the jurisdiction of Karnataka courts only.

19. TAXES AND DUTIES:

The rates quoted shall be in Indian Rupees (INR) and shall be Exclusive of all taxes like GST and other taxes as applicable up to the completion of job. Any increase in the rates will not be allowed.

20. REVISION AUTHORITY:

To verify, modify, revise, amend of change any of the terms and conditions mentioned above or to reject any or the bid /s without assigning any reason whatsoever or may terminate the bid process midway without assigning any reason. The Decision regarding acceptance by KSSIDC will full and final.

1. GENERAL TERMS AND CONDITIONS:

1. The work contract will be up to the completion of Annual General body meeting of the Corporation.

2. One of the partners shall be nominated as 'incharge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid, a Power of Attorney signed by legally authorised signatories of all the partners.

3. The contract agreement should be signed by each Partners. Subsequent declarations/letters/documents shall be signed by Lead Partner authorised to sign on

behalf of the authorised signatory on their behalf.

4. In case the tender is on a joint Venture, the turnover of the individual partners will be added together for each financial year and is to be furnished as turnover of the bidder for that particular financial year.

5. The bid shall be signed by the bidder or the person duly authorised supported by a written power of attorney accompanying the bid. All pages of the bid shall be signed and

stamped by the person/persons signing the bid.

6. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person/persons signing the bid.

7. The prices once offered must remain fixed and shall not be subject to any escalation for any reasons whatsoever within the period of contract and such conditional price

quotation is liable for rejection as non responsive.

8. The bidder should have sufficient experienced and qualified man power to handle the project.

9. The successful bidder should execute an agreement in the prescribed format on a stamp paper of appropriate value within 15 days from the date of receipt of work order.

10. The Corporation shall deduct at source the applicable taxes and surcharge thereon if any

and any other statutory deductions on the gross amount admitted.

- 11. The bidder shall go through the process of understanding the technology and the code in respect of existing ERP solution by analysing the areas to be integrated with the new software and should be able to start the work within one week from the date of work order.
- 12. The bidders should attach all the scanned copies of the documents pertaining to the technical criteria indicated above in respect of works under Two cover BID SYSTEM mentioned above.
- 13. The Managing Director, KSSIDC Limited, Bangalore reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.
- 14. KSSIDC reserves right to verify any information / documents furnished by the bidder, if the circumstances warrant in the interest of the Corporation.

15. The bidder/representatives should know English and Kannada Languages.

- 16. Any dispute arising out of this agreement or that which may arise in future will be resolved by taking recourse to mutual settlement and the decision of Managing Director, KSSIDC is final.
- 17. The bidder shall be responsible for all the statutory provisions. For its non compliance, the bidder shall be wholly responsible for penalties levied by the appropriate authority under various Acts.
- 18. All formalities required to be observed in engaging staff shall be responsibility of the service provider.
- 19. For any details / Tender Condition / Information regarding tenders of the above works, the office of the Manager (EDP), Bengaluru 560010 may be contacted on all working days during office hours.

20. E.M.D. of unsuccessful bidder will be refunded only after issue of work order to the successful bidder,

21. Blacklisted firms either in KSSIDC or in any of the departments are not eligible to participate in this tender.

Interested agencies/companies can contact GARBH EDP Section Ph: 9781931892 for further details.

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| FORMAT FOR TECHNICAL PROPOSAL SUBMISSION (To be submitted by the company on its letter head) | ANNEXURE A |
|--|------------|
| TENDER DOCUMENT Reference No. and Date: | |
| Bidders Name and Address: | |
| Person to be contacted: Name: | |
| Designation | |

Designation:

Phone/Mobile No:

E-mail:

Telephone No(s):

Fax No.:

Subject: providing support through optimization & maintenance of ERP Software solution

Sir,

We, the undersigned, having read and examined the tender document in detail, offer to provide the services for the above in accordance with your tender dated ._____. We are hereby submitting our Proposal in the required format which includes this Technical Proposal and a Financial Proposal separately.

If negotiations are held during the period of validity of the Proposal, i.e., before we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

Thanking you,

Yours faithfully,

(Signature)

Printed Name and Designation

Seal

Date

Place

Business Address:

| No. | Clause | Documents Required | Attached Documents (numbered as Annexure -1 and so on) | Whether complied or not. |
|-----|---|---|---|--------------------------|
| 1. | The bidding firm / company should have experience in working on at least 3 projects of development of web based ERP solution/software development using Java software/other upgradeable and migrateable to any versions/platform/technology | Self declaration/ supporting documents if any. | | |
| 2. | The bidder should be a company registered under the Companies Act, 1956/2013 or partnership firm as per partnership Act 1932 and should have been in operation at least since last 3 years | Certificate of incorporation | | |
| 3. | The bidder should have an annual turnover of minimum 1 Cr and above in any Preceding three financial Years. With positive net worth in each of the previous years | Copy of the audited profit & loss account of the company for the last three years certified by the Chartered Accountant. (Provisional for current year) | | |
| 4. | Bidder should have an adequate financial standing. | Solvency certificate from Nationalized banks. | | |
| 5. | The Bidder should be a registered company and should have office in Bangalore dedicated to software business. With role team of minimum 15 or more technically qualified staff | technically qualified professional details with resume with educational | | |

| No. | Clause | Documents Required | Attached Documents (numbered as Annexure -1 and so on) | Whet compned or not. |
|-----|---|---|---|----------------------------|
| б. | The Bidder should not have been blacklisted by Government Departments / Organizations in Karnataka. | Undertaking from Authorized Signatory of the Bidder, on the company letter head to be provided. | | |
| 7. | Bidder must have taken up similar works and satisfactorily completed the works from Departments/Boards / Corporations of Government of Karnataka/Government of India in last three years relevant to the scope of work and business profile successfully implemented. | documents including work orders and | | |
| 8. | The Bidder should have PAN, GST registration certificate | Copies of certificates to be attached along with Copies of returns filed for the three years | | |
| 9. | The Bidder should be an IT Service Provider and/or an IT consulting service and in the business of providing IT consultancy and support services. | Self-declaration to be submitted/any other supporting documents. | | |

Note: The above said documents must be notarized.

Signature with seal of the company Date:

Place:

Business Address:

| TENDER | DOCUMENT | Reference | No. | and | Date |
|--------|----------|-----------|-----|-----|------|
| | | | | | |

Bidders Name and Address:

Person to be contacted:

Name:

Designation:

Phone/Mobile No:

E-mail:

Telephone No(s):

Fax No .:

Subject: "FINANCIAL BID FOR OPTIMIZATION & MAINTENANCE OF ERP SOFTWARE FOR KSSIDC" Sir,

We, the undersigned Bidders, having read and examined in detail the Specifications and all the bidding documents in respect of Services for the above mentioned subject do hereby propose to provide Services as specified in the Bidding documents for which the cost will be as under:

| 1. | PRICE AND VALIDITY - Cost of all works / services mentioned in section III "Scope of |
|----|--|
| | Work" including the maintenance of the software for 1 year is Rs. |

| In | Words: | |
|----|--------|--|
| | | |

(as per Annexure III)

All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of one year from the date agreement.

We are an Indian firm and do hereby confirm that our Bid prices Exclude all taxes like Income tax, GST /duties and levies.

We hereby declare that all taxes which are liable under law prevailing at that time will be paid by us.

(Note: The bidders should quote the price in words also. In case of any discrepancy between the prices quoted in words and figures, the price quoted in words shall prevail and will be considered for comparison of bids.)

2. EMD

The EMD of Rs. /-(Rs.) has been remitted through Credit card Debit card/NEFT/RTGS vide No. -----This EMD is liable to be forfeited in accordance with the provisions of Bid documents. We declare that all the Services / Works shall be performed strictly in accordance with the Scope of Work.

3. Bid Price

We declare that our bid prices are for the entire scope of the work as specified in the technical specification and bid documents. These prices are indicated in attached with our proposal as part of the Financial Bid. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

Thanking you,

Yours faithfully,

(Signature)

Printed Name and Designation

Seal Date

Place

Business Address:

FORMAT - COMMERCIAL BID BREAKUP (To be submitted on the company's letterhead)

| Item No. | Description of Works | Cost |
|-----------------|--|------|
| 1. | Optimization & Maintenance of existing ERP software of KSSIDC. | |
| | Cost per month Exclude of all taxes | |
| Total cost In w | ords: | |

Signature with seal of the company

Date:

Place:

Business Address:

Managing Director KSSIDC Ltd

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