

## **Tender for Software Development**

Sealed tenders are invited from reputed software development companies / Firms for the design, development, implementation and maintenance—support for web-based software for” **Field Latex Procurement and Processing System**”. The last date for receiving bids is **3 pm on 4<sup>th</sup> May 2022.**

**S/D**

**Managing Director**

**For details:-**

**[www.rplkerala.com](http://www.rplkerala.com)**

Contact:- Rehabilitation Plantations Ltd , Punalur (P.O), Kollam Dist-691305. Ph: 0475 - 2222971, 72,73 Mob - 9447722113

RPL/SALES/70/2022-23/160

Dtd.12/04/2022



**REHABILITATION PLANTATIONS LIMITED**  
**A JOINT VENTURE OF GOVT. OF INDIA & GOVT. OF KERALA**  
**REGD. OFFICE: PUNALUR – 691 305, KOLLAM DT.**  
**KERALA, INDIA. GSTIN-32AAACT8105A1Z2**

An ISO 9001:2015 Company E-mail: [mdrpl@sancharnet.in](mailto:mdrpl@sancharnet.in) ,  
rplcommercial@gmail.com , www.rplkerala.com  
Tel: Office: 0475-2222971, 972, 973, M.D. 222210

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TENDER DOCUMENT

**Development and Implementation of Web based Application Software**  
**“Field Latex Procurement and Processing System” for Rehabilitation Plantations Ltd**  
**(RPL)**

Tender Document Number “RPL/SALE/70/2022-23”

<b>Important Dates for Information</b>	
Tender Publish Date	13-04-2022
Tender Reference Number	<b>RPL/SALE/70/2022-23</b>
Pre-Bid Meeting	26-04-2022 2.00 PM at RPL Head Office Punalur, Kollam -691305
<b>Last Date &amp; Time for receipt of Bid</b>	<b>04-05-2022 3.00 PM</b>
Date & Time for opening of Bid	05-05-2022 11.00 AM at RPL Head Office, Punalur ,Kollam-691305
Date & Time of Technical Demo and presentation	17-05-2022
RPL’s Web site	www.rplkerala.com
Project completion Time	45 days from date of confirmation letter

Statement of Confidentiality

The information contain in this tender document is to provide the bidders with information to assist the formulation of their proposals This Tender Document does not purport to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources. RPL, its employees make no representation or warranty and shall incur no liability under any law, statue, rules or regulations as to the accuracy, reliability or completeness of the tender document. RPL may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

## **Development & Implementation of Web Based Application Software “Field Latex procurement and Processing System for RPL**

Rehabilitation Plantations Ltd is Joint venture Company of Government of India & Government of Kerala hereinafter referred to as RPL is functioning under Government of Kerala and its Head Office at located at “Punalur, Kollam, District, and Kerala-691305”

RPL proposes for automation of its activities through development and implementation of customized web based application software “Field Latex Purchase & Processing System” which is an integrated form through an online portal as per enclosed tender document and accordingly sealed tenders are invited for as stated in the said document.

The sealed tender is to be sent to **MANAGING DIRECTOR, Rehabilitation Plantations Ltd, Regd Office, Punalur, Kollam District Kerala-691305** in an envelope superscribing “**RPL/SALES/70/2022-23**” on or before **end date** as mentioned above.

Further clarification may be taken from following personnel:-

<b>Sl. No</b>	<b>Name</b>	<b>Designation</b>	<b>Mobile Number</b>
1	Smt. Sujatha P.S	Manager (Factory)	9496007760
2	Sri. Priyesh Rajan	Rubber Technologist	9846015506
3	Sri. Shan Aliyar	Deputy Manager (Commercial)	9447722113

### General Conditions

1. The tender document may be obtained during working hours from **April 13, 2022 to May 04, 2022 between 10.00 AM and 4.00 PM** on all working days (except Sunday & Holidays) from the sales department of RPL on **payment of non-refundable tender cost of Rs. 500/- + 18% Gst (Rs 590/-) by Cash / Demand Draft drawn in favour of “Managing Director RPL” payable at “Punalur”**. The tender document can also be downloaded from the website of the RPL([www.rplkerala.com](http://www.rplkerala.com)) for which Bidder would be required to enclose a demand draft of Rs. 500/- as mentioned above towards the cost of the tender document along with their quotes, failing which the tender shall not be entertained.
2. Bidder(s) are required to deposit **Rs. 5000/-(Rupees Five thousand only)** towards Earnest Money Deposit (EMD) by way of demand draft in favour of “Managing Director” payable at Punalur. The Earnest Money Deposit of unsuccessful bidders will be returned without any interest/Bank commission/collection charges within 90 (Ninety) days from the date of acceptance /finalization of the tender.
3. Security Deposit of 5% of the value of the contract awarded to the bidder shall be deposited as Security Deposit for the due performance of the contract within 7 days from the date of intimation accepting the offer. The EMD in respect of the successful tenderer/bidder will be retained and adjusted as part of the Security deposit for due performance of the contract. The security deposit will be released after successful implementation and acceptance.

4. The sealed tenders are to be submitted in prescribed format on your business letter head duly stamped, dated and signed on each page of the tender as unconditional acceptance to the terms prescribed by the RPL therein. Details/supporting documents wherever applicable, if attached with the tender should be fully authenticated by the Bidder/s.
5. The sealed covers along with Earnest Money Deposit (EMD), duly mentioning on top left hand corner of the sealed envelope, “**RPL/SALES/70/2022-23** should be **addressed to Managing Director, RPL, Punalur-691305, Kollam Dist, Kerala** and sent at the RPL’S address given above either by registered post/speed post/or by dropping in and should reach on or before **3:00 PM on May 04, 2022**. RPL shall not be liable for any postal delays whatsoever and tenders received after the stipulated time/date are liable to be rejected/ shall not be entertained.
6. The tender(s) shall be opened on **May 05, 2022 at 11:00 AM** in RPL Regd. Office, Punalur Kerala-691305 in the presence of Bidder(s) who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for State Government offices, the due date for opening of the bids will be the following working day at the appointed date, time & venue.
7. Non-acceptance of any of the terms & conditions as stated in tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid.
8. **The Bidder(s) are required to study the Field Latex Purchase and processing system and complete set-up while quoting for the development, implementation and maintenance charges for the proposed Web Based Application Software. The contractor may accordingly submit the details. A pre-bid meeting is scheduled on 26-04-2022 at 2pm for detailed discussion and clarification of doubts, if any.**
9. Prices quoted in the tender document for Development and Implementation of software shall expressly be exclusive of all statutory taxes, fees, cess, duties, charges, surcharges and all statutory levies. The applicable taxes or other levies shall be shown separately in the quotes. No component of cost / tax shall be paid by the RPL unless the same is included specifically in the quotations.
10. Incomplete quotations shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the Notice Inviting Tenders, Instructions to the Bidders, Contract Form, and Conditions of the Contract, Drawings and Specification and if any such alterations are made or any special conditions attached, the tender is liable to be rejected without reference to the Bidder.
11. Quotations should be valid for 6 months from the date of opening of Technical Bid.

12. Contract details of person to whom the quires are to be raised must be clearly mentioned in bid. Further, escalation matrix (24 X 7) up to the level of CEO/COO/CIO must be provided with mobile and fixed phone number and email address of all personnel in the matrix.
13. At any time prior to the last date for receipt of Bids, the RPL, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender. The addendum/corrigendum will be uploaded on RPL website. The Bidders are requested to visit the website frequently to check for any amendments.
14. The RPL may at any time during the Tendering process but before opening the bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.
15. The whole work included in the tender shall be executed by the Bidder and the Bidder shall not directly or indirectly transfer assign or sublet the contract / work or any part thereof or interest therein without the written consent of RPL.
16. Submission of Proposal/Bid by way of e-mail is not acceptable.
17. Withdrawal from the bid after it is accepted or failure to supply within the specified time or in accordance with specifications will entail cancellation of the order and the firm is liable to be blacklisted. Security deposit will be forfeited in such cases and the bidder is also liable for any damages or loss sustained to RPL consequent to the withdrawal.
18. No representation for enhancement of price once accepted will be considered.
19. Payment will be made only after completion, installation and successful running of software and issue of certificate to this effect by the concerned official authorized by the Managing Director.
20. The rate should be inclusive of service & support warranty for two Years. After delivery of the final product, accepted by the company the Contractor shall provide the Company with answers to any questions or assist in solving any problems with regard to the operation of the Software up to 2 years free of charge and AMC shall provide thereafter @ 10 % contract value per annum plus applicable taxes at least for a period of three years and thereafter on mutually agreed terms and conditions. The charges of AMC will be paid only after the successful provision of services as per the requirement of RPL. Contractor shall agree to respond to any reasonable request for assistance made by the Company regarding the Software and the issues shall be resolved within 24hrs of the request.

21. The Managing Director of the Company has absolute discretion in accepting or rejecting any offer without assigning any reason and his decision will be final.
22. Any quotation received after the time fixed on the due date is liable to be rejected.
23. All additional hardware requirements must be clearly specified in the technical bid. The bidder can verify the existing hardware of RPL during office hours on any working day to assess the additional hardware requirements.
24. All suits or other disputes that may arise in connection with matters relating to the above contract shall be entertained only in courts at Punalur, which alone shall have jurisdiction in these matters.
25. **Eligibility Criteria**
  - a) The bidder must be a firm registered with GST / CIN / PAN number or certificate of Registration.
  - b) The bidder should have been in operation for at least 3 years as on 1<sup>st</sup> January 2022 (Incorporation / Registration certificate Required)
  - c) The bidder must have a minimum turnover of at least Rs. 5 Lakhs and positive net worth in each of the preceding three audited financial years (Audited Accounts / Certificate from Auditors required).
  - d) The bidder must have successfully undertaken at least three (3) similar software Application development and implementation projects over the last five (5) years for Government / PSU / Institutions for Higher Education / Universities / Large Corporate or reputed firms (a declaration to this effect should be furnished in their official letter head by the bidder).
  - e) Bidders declared by Government of Kerala to be ineligible (blacklisted) to participate for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices shall not be eligible.
  - f) Documentary proof for item (a to d) above is essential without which the proposal will be rejected. The documents submitted as proof should be self-attested. Technical and Financial evaluation will be done only for the bidders who have submitted EMD and are satisfying the above pre-qualification criteria.
  - g) In case any work necessary for achieving the indented objective of the software, such work shall be carried out in accordance with the directions of the RPL without any extra cost to RPL even though there is no specific mention in the tender document.

## Format of the Proposal Response

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following items and be organized in the manner specified on the following pages.

### I. Letter of Transmittal

A letter of transmittal briefly outlining the bidder's/proposer's understanding of the work shall be submitted. The transmittal letter should also include general information regarding the firm and individuals involved.

### Profile of the firm

SL No	Particular	Response of firm
1	Name of Organization	
2	Full mailing Address	
3	Tax Registration if any	
4	PAN	
5	Telephone No	
6	Website	
7	Years in Business	
8	Year of Establishment	
9	Contact Person	
10	Mobile	
11	E-mail	
12	Audited Turnover in last three financial years, i.e. Year 2019-20, 2020-21 & 2021-22	
13	Number of years installing systems similar to this proposal	
14	Number of sites currently installed using the proposed software /solution	
15	Platform of development (List of all platforms )	
16	Remarks if any	

Proposed project "Field latex procurement & processing system" price quote		
	Figures (Rs)	Words
Rate		
GST % (Tax) Amount		
<b>TOTAL</b>		

**Declaration:**

- a) We hereby confirm and agree with all the terms & conditions and requirements as per the tender document.
- b) We have no objection if enquiries are made about the work listed by us in the accompanying sheets / annexure.
- c) We agree that the decision of the RPL in selection process will be final and binding on us.
- d) We confirm that we have not been barred / blacklisted / disqualified by any Regulators / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the institute with penalties / damages recoverable in cases of any loss incurred.
- e) All the information furnished by us here in above is correct to the best of our knowledge and belief.

Place  
Date

Signature of the applicant  
Name & Designation with Seal  
Of organization



## **SCOPE OF WORK IN BRIEF**

The aim of the work is development of web based user friendly software for the Latex procurement activity of the company.

The company is planning to purchase latex from outside sources like Rubber board companies, societies and farmers associated with them and also from private individual farmers & estates. The entire purchase process from beginning to end is supposed to be streamlined through the proposed software.

- 1 The software should be web based which can be installed in server of the company or Data centre of the Government.
- 2 The data should be captured from the multiple users associated with, at different points and generate the reports as and when needed.
- 3 The procurement process stages are
  - Entry of Main Company/Sub company/Farmers to which material to be sourced
  - Supply of Empty Barrel (with documents like Delivery Challan etc.) with serial number
  - Track the party to whom the Barrel is issued with tare weight
  - Entry to be made at the time of collection of latex barrel from field like gross weight, Dry Rubber Content (DRC)
  - Requisition for advance payment to Head Office
  - Effecting Advance payment from Head Office
  - Entry of DRC (Dry Rubber Content)
  - Effecting final payment after determining DRC of the latex.
  - Entering deductions, if any, to be made from payments.
  - Reports related to all the above activities.

The model agreement to be executed is appended as Annexure- A

**Dy. Manager (Commercial)**

## Annexure -A

### Agreement

THIS AGREEMENT made on the .....day of .....2022 and executed between Rehabilitation Plantations Limited, Punalur, a company registered Under the Companies Act, 1956 with registered Office at Punalur in Kollam District, Kerala State (hereinafter referred to as the “**Company**” which expression where the context admits shall also mean and include its successors and assigns) on one part and ..... having its office at ..... District Kerala (hereinafter called as the “**Contractor**” which shall, unless repugnant to the subject or context include its successors and assigns) duly represented by its Proprietor / Director S/o Sri ----- Residing at -----of the other part.

WHEREAS The Company has conceptualized the deliverables (the “**Software**”) – which are described as “**Field Latex Procurement And Processing System**” and the Developer is a contractor with whom the Company has come to an agreement to develop the Software.

1. Company means the end-user entity that is Rehabilitation Plantations Ltd Punalur, Kollam District Kerla-691305.
2. Contractor means the software developer that is M/s ..... represented by its Proprietor / Director.....
3. In consideration of the mutual covenants and promises made by both parties regarding this Software Development Agreement, the Contractor and the Company agree to the following terms and conditions.

#### 1. OBLIGATIONS OF CONTRACTOR

- 1.1 The Company hereby engages the Contractor and the Contractor agrees to be engaged by the company to develop the Software ” **FIELD LATEX PROCUREMENT AND PROCESSING SYSTEM**” in accordance with the specifications provided by the company.
- 1.2 The Contractor shall complete the development of the Software according to the terms and conditions specified in the work order.....
- 1.3 The contractor shall interact with the concerned officers of the company for getting required information for the development of software.
- 1.4 The contractor shall use software development tools internet based web application and products technologies which are to be covered under Java 7, J2EE, JSP, JDBC, Java script, Java Beans with PostgreSQL or My-SQL.

- 1.5 The web application Online Portal should be based on My-SQL or Post-GRE as backend with no additional license cost and unlimited logins.
- 1.6 The Company may request that reasonable changes to be made to the Specifications and tasks associated with the implementation of this software. If the company requests such a change, the Contractor will use its best efforts to implement the requested change at no additional expense to the Company and without delaying delivery of the Software.
- 1.7 The software should meet all requirements of the company relating to field latex purchase and processing system and integration required to existing software. Contractor shall keep this software operating for all days as per the Company's requirement.
- 1.8 Corrective Maintenance - In accordance with the terms of this Agreement, Contractor shall perform corrective maintenance on the web application / network components as provided and implemented by the Company. Contractor shall maintain the equipment using the procedures of corrective maintenance as required like reconfigurations of the system / portal by the contractor to keep the software operating for all the time.
- 1.9 After delivery of the final product, accepted by the company the Contractor shall provide the Company with answers to any questions or assist in solving any problems with regard to the operation of the Software up to 2 years free of charge and AMC will provide thereafter @ 10% contract value per annum for at least three years and thereafter on mutually agreed terms & conditions. The charges of AMC will be paid only after the successful provision of services as per the requirement of RPL. Contractor shall respond to any reasonable request for assistance made by the Company regarding the Software within 24hrs of the request and the issue shall be resolved as early as possible. The charges of AMC will be paid only after the successful provision of services as per the requirement of RPL.
- 1.10 Except as expressly provided in this Software Development Agreement, the Company shall not be obligated under this Agreement to provide any further support or assistance to the Developer.
- 1.11 The Company may terminate this Software Development Agreement at any time upon material breach of the terms herein and failure to resolve any issue within the time frame as mentioned in clause 1.9 above.
- 1.12 The Contractor shall provide necessary training to the company personnel for smooth running of the software.
- 1.13 The Contractor shall provide configuration of the hosting service in Company's server or space provided by the company at Kerala Government Data Centre.
- 1.14 The company will provide the license key of Server and Windows Operating System / open software system at Data centre, while rest of the configuration required for Production Environment is the responsibility of the Contractor.

## **2. Obligation of the Company**

- 2.1 The company shall provide necessary data, records, information, reports etc and explain the process of Field latex purchase and processing system to the contractor to enable the latter to develop the software as per the requirement of the company.
- 2.2 The company shall provide access to the contractor in the existing hardware system and also extend supports which are necessary for the hosting and maintenance of the software.

## **3. Delivery**

- 3.1 The contractor shall make arrangements for sufficient number of trial runs to ensure that the developed Software is running in accordance with the Specifications and requirements before acceptance.
- 3.2 If the Software as delivered does not confirm with the Specifications, the company shall within [90 days] of the Delivery Date notify the Contractor in writing of the ways on which it does not conform with the Specifications. The Contractor shall upon receiving such notice, make reasonable efforts to correct any non-conformity.
- 3.3 The Company shall provide to the Contractor written notice of its finding that the Software conforms to the Specifications within [90 days] days of the Delivery Date (the “**Acceptance Date**”) unless it finds that the Software does not conform to the system requirements and specification.

## **4. Payment Terms**

- 4.1 The Total Amount to this software will be (Rupees .... only) and applicable Levis as per the work order ..... Payment shall be made only after the successful rum of the new software for 90 days in the company server /data centre which is to be certified by the concerned officers in the company.
- 4.2 All the terms and conditions in the tender document work order shall form part of this agreement unless it is specifically mentioned otherwise.
- 4.3 After two years of warranty (date start from end of warranty date) AMC shall be entered into for at least three years @ 10% of contract value per annum plus applicable taxes and thereafter on mutual agreement basis.

## **5. Intellectual property rights in the software**

The Parties acknowledge and agree that the Company will hold all intellectual property rights in the Software including, but not limited to, copyright and trademark rights. The contractor agrees not to claim any such ownership in the Software’s intellectual property at any time prior to or after the completion and delivery of the Software to the Company.

## **6. Operational Acceptance**

- 6.1 Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the system/sub systems, the contractor shall arrange for sufficient no of trial runs to ensure that the software is running as per the requirement of the company.

- 6.2 In the go-live phase, contractor will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in the company through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the contractor in consultation with the company and validated the company. Based on the test results, required changes will be carried out and tested. The contractor shall host the software in the company server or data centre server and on hosting and successful run, the software will be declared as officially launched and operational acceptance will be completed.

## **7. Confidentiality**

The contractor shall not (i) disclose to any third party the business of the Company, details regarding the Software, including any information regarding the Software's code, the Specifications, or the Company's business (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company.

## **8. Developer warranties**

The contractor represents and warrants to the Company the following:

1. Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Developer has with another party.
2. The Software will not violate the intellectual property rights of any other party.
3. For a period of 90 days after the Delivery Date, the Software shall operate according to the Specifications. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the Contractor shall take all reasonable necessary steps to fix the issue and ensure the Software operates according to the Specifications.

## **9. Copyright**

All the software, hardware, data, awards, certificates, patent, etc. shall be absolute property of the company. The Contractor will transfer to the company all Intellectual Property Rights in the Software developed. The Contractor shall relinquish to Company the source code of the developed portal within fifteen (15) days from the date of acceptance of the system. The source code supplied to the company shall at all times be a complete, accurate, and up-to-date copy corresponding exactly to the current production release of the software.

## **10. Indemnification**

The Contractor agrees to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to the software including reasonable legal fees due to the Contractor's infringement of the intellectual rights of any third party.

**11. No modification unless in writing**

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

**12. Applicable law**

This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of [Kerala] and subject to the exclusive jurisdiction of courts at Punalur.

**13. TERMINATION**

The company without prejudice to any other remedy and rights, reserves the right to cancel / terminate the tender / Work Order / AMC /tender document **for Development & Implementation Latex procurement and processing Web Based Application Software** in whole or in part by giving at least seven days’ prior written notice thereof in case Contractor fails to honour his bid / Work Contract / AMC or found guilty for breach of any condition/s of the tender documents / Work Order / AMC or any type of misconduct by such Contractor. In such case of termination, the company will have the right to put in place any other agency for carrying out the remaining work. Any extra expenditure shall be adjusted from Bank Guarantee / Security Deposit and / or shall be recovered from the Contractor.

The Company can cancel / terminate the tender / Work Order / AMC in whole or in part for its convenience at any time for any reasons, by giving the Contractor at least ninety days’ prior written notice thereof. However, the notice period may be extended by mutual agreement till alternate arrangements are made. Further, any pending or unresolved service, function, task, performance, unpaid fees and any other remedies shall continue by the parties during the period of termination notice and the same must be satisfied before the tender / Work Order / AMC is cancelled / terminated.

In such cancellation / termination the tender / Work Order /AMC/ or curtailment of the work by the Company, the Contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived by it from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of cancellation / termination of the tender / Work Order / Agreement and of any alterations having been made by the Company in the original specification or the designs and instruction which shall involve any curtailment of the work contemplated. However, the Company shall pay the Contractor such portions of the Work as are due and properly invoiced under the provisions for final payment for Work performed prior to termination. In no event, shall the total payments made to the Contractor exceed the Contract Price.

**IN WITNESS WHERE OF**, each of the Parties has executed this Software Development Agreement, both Parties by its duly authorized officer, as of the day above mentioned herein.

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