



Government of India
Ministry of Textiles
OFFICE OF THE JUTE COMMISSIONER
CGO Complex, 3rd MSO Building, E & F Wings, DF BLOCK,
4th Floor, Sector-I, Salt Lake City, Kolkata – 700064

No..Jute(Mktg)/109/16

Dated: 08-04-2016

REQUEST FOR PROPOSAL

Section A

Eligibility of Bidders

Software Developers who satisfy all the Pre Qualification Criteria (PQC) given below, will be eligible to participate in bidding.

Any Bidder not qualifying on PQC criteria will be rejected and Price Bid will not be opened.

Pre Qualification Criteria (PQC)

- (a) **Software Development and maintenance experience in Government:** The bidder must have software development knowledge or provided software development services or maintenance support to at least 2 Government organizations. Purchase Order copies to be provided.
- (b) **Partner's Regional presence:** The support partner should have office/s in Kolkata/ North/South 24-Paraganas. Trade License to be provided.
- (c) **Value of Orders:** The partner should have won software development services or maintenance support contracts on Oracle Platform for at least INR 8,00,000 + taxes from at least 5 clients in the past 5 years. Purchase Order copies to be provided.

(d) **Certification:** The software development partner should be certified by Oracle India.

Section B

Scope of Work

Project Scope:

1. Study and Analysis of all processes
2. Design, Development, Customization, Testing and Implementation of the solution
3. Recommending software and hardware in accordance with architecture suggested
4. Hardware sizing
5. Documentation
6. Data migration (if any)
7. Training

PHASE - I

The Jute Commissioners office requires a “repository system” to store information in a central place in which the data is be entered and maintained in a structured manner. User should be able to enter data from any location across organization.

The system will be a web based application.

The Jute Commissioners office requires month wise reports for each Jute Mill, which are mentioned below:

- A. JUTE CONSUMPTION-PRODUCTION REPORT.
 - 1) Raw Jute.
 - 2) Jute Goods.

- B. MANPOWER AND PRODUCTIVITY REPORT.
 - 1) Status for the Mill
 - 2) Last month Staff and Worker no
 - 3) Mandays'
 - 4) Shifts run
 - 5) Days Worked
 - 6) Mill closed
 - 7) Wages & Salary structure
 - 8) Arrear Dues
 - 9) Production during month
 - 10) Audited
 - 11) Consumption

- C. RAW JUTE PURCHASE REPORT.
- D. REPORT ON CESS RETURN.
- E. SUMMARY REPORT (Cumulative).

It is required to develop the required Master Entry Pages and Transaction Entry Pages. An indicative Master Entry Pages and Transaction Entry Pages are mentioned below:

Master Entry Pages.

- A. LOGIN / USER PAGE (for different categories of users, eg. Mill management, inspection agency, loading agency, bank etc.)
- B. UNIT OF MEASURE.
- C. PLANT
- D. RAW JUTE CATEGORY / SUB CATEGORY.
- E. JUTE GOODS CATEGORY / ITEM CODE (HS CODE).

Transaction Entry Pages.

F. JUTE CONSUMPTION-PRODUCTION - ENTRY SCREEN for following:

- 1) RAW JUTE,
- 2) JUTE GOODS (types of jute goods)

G. MANPOWER AND PRODUCTIVITY - ENTRY SCREEN (with following tab pages)

- 1) Status for the Mill
- 2) Last month Staff and Worker number
- 3) Mandays
- 4) Shift run
- 5) Days Worked
- 6) Mill closed
- 7) Wages & Salary structure
- 8) Arrear Dues
- 9) Production during month
- 10) Audited
- 11) Consumption (will have attachment)

H. RAW JUTE PURCHASE - ENTRY SCREEN.

I. CESS RETURN - ENTRY SCREEN.

The Entry Screens and the Reports mentioned above will be integrated in nature, and there will be a single entry for any particular information.

PHASE II

The Jute Commissioners office needs to maintain the flow of data related to demand of jute products from the state government agencies, production & inspection of the same by the mills, supply of the jute products to the government agencies and receipt of payment by the mills.

The flow of data is explained in the following processes. This needs to be captured in the system.

A. Estimated value of goods: As per request of the indenting agencies, Jute Commissioner's office intimate them the estimated total value per bale

for the following month which includes Value of goods, Freight, Taxes, Branding Charges, 2nd Stages handling charges. Based on the estimate, the indenting agencies remit money and indent.

B. Deposit of Money: The state government agencies deposit money in full to the banks. The amount deposited will cover the price of the jute products demanded by the agencies and transportation and other incidental charges. It is needed to capture this Information on the deposit amount with date.

C. Indent of Jute Goods: The state government agencies place demand for jute goods to the Jute Commissioner's office. It is needed to capture this Order information with multiple destination indenter wise and sub-agencies wise.

D. Production Control and Supply Order: The Jute Commissioner's office places Production Control and Supply Order to the jute mills (approximately 70 in number) as per their capacity. If required, total order quantity is split as per given logic to multiple mills. Detail of Production Control & Supply Order with allotted quantity and mill wise destinations will have to be captured in the system.

E. Dispatch of goods: After production of the jute goods and inspection, the same are dispatched to the various locations of the agencies. Inspection details and dispatch details are needed to be captured in the system on a daily basis.

Jute Commissioner decides on the need of inspection and the agency for inspection from among authorized agencies. The inspection agencies and mills are intimidated. The inspection agency carries out the inspection and enters data relating to inspection.

F. Request for payment: The jute mills provide the various documents related to dispatch. These are Bill Form, Railway Receipt, Tax Invoice, Inspection Certificate, Mill Specification, Warranty, Letter to Consignee by mills informing that they have sent Railway Receipts to the Jute Commissioner's office and request for issuing advisory to Banks for releasing payment. Jute Commissioner's office after scrutiny of papers,

recommends Banks to release payments. The breakup of payments are : Value of goods, Freight, Taxes, Branding Charges, 2nd Stages handling charges. It is needed to record all the information in these documents in the system millwise and Production Control & Supply Order.

G. As per normal rule, 90% payment will be made by banks on receipt of recommendations from JC office. If no complaints are received from the indenting agencies, the balance 10% payments are released after 70 days from the first payment.

H. If a jute mill cannot ensure inspection of the goods within the due date or could get the goods inspected within the due date but failed to dispatch the inspected goods within the stipulated delivery date mentioned in the Production Control & Supply Order, the following action needs to be taken :-

- a) Amendment of Production Control & Supply Order extending the inspection / delivery period.
- b) Imposition of Liquidated Damage (LD) for delay in inspection/despatch. (LD Rates : 1st extension – 2%, 2nd extension- 4% and 3rd & onward extension- 5% of the total value of the bill).
- c) Entitlement of lower of the two/three months' price (depending upon the span of time used by the jute mill for supply).

I. When a jute mill has supplied sub-standard jute bags and subsequently complaints have been received from the indenting agencies recommending deduction of amount, appropriate actions will be taken by Jute Commissioner's office advising Bank to deduct amount against subsequent Bills of the mill.

J. The system will capture receipts of funds by the banks, 90% & 10% payments to jute mills, Freight, Taxes, Branding Charges, 2nd Stages handling charges, imposition of LD and consequent total LD amount available, release of lower prices and recovery of amount against quality complaints.

K. Payment by bank: The Jute Commissioner's office advises the banks to release due payment to the jute mills. This information is needed to be updated in system.

L. The system should capture the status of payment of statutory dues such as ESI and EPF dues of workers and other dues such as payment for raw jute to suppliers.

A consolidated screen is required to display indent, mill, Production Control and Supply Order, inspection and dispatch position.

Project Duration:

A. Phase 1 will be completed within 3 months of project kick-off.

Phase 2 will begin simultaneously with Phase 1, and will have to be completed within 3 months after that.

B. Technical support for any changes in the system, and maintenance of the system will be provided for a period of 3 years after Go-live of each phase.

As an option, the Office of the Jute Commissioner may like to have Transaction entry professionals for the system. The Office of the Jute Commissioner may also want the bidder to take care of the entire Business Process of collecting the documents from the Jute Mills, maintaining the system, tracking the payments, etc. as another option. Prices for both the options are to be provided.

The software should be developed on Linux as Operating system, and on Oracle Database.

Table 1: Price Bid Formats - Summary Sheet

Sl. No	Item Description	Rate	VAT	Service Tax	Total Amount (in Rs.)
1	Software Development for Phase 1				

2	Post Implementation Support services for 3 years for Phase 1				
3	Software Development for Phase 2				
4	Post Implementation Support services for 3 years for Phase 2				
5	Software License requirement				
	TOTAL				
Optional:					
1	Transaction Entry professionals - Rate for 3 years				
2	Process Management Rate - Rate for 3 years				

(Signature of the Bidder)

Section C

General Terms and Conditions

General Commercial Term

1. Schedule and Terms of Payment

The payment would be made on submission of Invoice for payment with report on the jobs / activities performed.

For Software Development services, payment will be made in 3 phases:

- (i) Mobilisation Advance – 30% with submission of Performance Bank Guarantee of same value.

- (ii) Demonstration of system with the Developed screens and reports – 30%
- (iii) Go-live of system with Data and after successful run of the application for three months – 20%
- (iv) After successful run of the system for further three months – 20%

For Licenses, payment will be made after the delivery of the License certificate copy.

For Maintenance Support and other Monthly support related activities, monthly payment will be made after the completion is each month.

Liquidated Damages @2 % per month of the total value of project will be imposed if the project is not completed within the due time.

2. Location of services

The location of providing services is at the office of the Jute Commissioner in Salt Lake, Bidhan Nagar. If the office is shifted subsequently, the services shall have to be provided at the new office.

3. Amendments

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refer to the Contract, and is signed by a duly authorized representative of bidder.

4. Deployment of manpower

It is the successful bidder's responsibility to ensure the presence of deputed manpower for the complete period of contract, so that business requirements are not hampered. In case of any of successful bidder's manpower not found suitable, the Office of the Jute Commissioner has right to seek replacement and accordingly the successful bidder shall arrange for alternate support to meet the requirements of the Office of the Jute Commissioner within 2 weeks.

Services of manpower are for eight hours a day during the peak business hours, including half an hour of Tiffin break (13:30 hrs to 14:00 hrs), for Monday to Friday. However, in case of emergency or in urgent need outside the business hours, the successful bidder should ensure for providing necessary help and to maintain smooth services at no extra cost.

Necessary infrastructure including Hardware and Networking would be provided by the Office of the Jute Commissioner for executing the support services.

8. Period of contract

The support contract shall be for a period of 3 years from date of Go-live for each Phase.

The contract period may be extended with mutual consent of the parties for one more year on same terms & conditions, provided the Office of the Jute Commissioner is satisfied with the performance of the successful bidder.

9. Termination of Contract

In case the successful bidder or the Office of the Jute Commissioner fails to comply any of its respective Contractual obligation within stipulated time frame, for reasons solely attributable to the breaching party, the non-breaching party reserves the right to terminate the contract by giving 30 days notice, provided the failure is not cured within such 30 days notice period, without any valid reason provided by the breaching party within 7 days of end of stipulated time frame. In the event of either party terminating the Agreement, the Office of the Jute Commissioner will make payments of all dues to the successful bidder for all services rendered as of and up to the date of termination, as per contracted terms.

10. Applicable law:

The Indian Acts and laws will be applicable in all matters arising out of this contract.

**11.
Jurisdiction**

The appropriate courts of Kolkata will have the jurisdiction to try any dispute between the parties arising out of the arbitration proceeding or otherwise out of this contract.

12. Force majeure:

Neither the Office Of The Jute Commissioner nor the successful bidder shall be held responsible or considered to be in default if the execution of the contract is delayed/ interrupted due to the cause absolutely beyond their control, such as acts of God, natural calamities, war, major civil commotion, fire, storms, strikes and floods. However, only these causes which have a bearing of more than 7 days will be considered as being causes of 'Force Majeure'. In such event neither party shall compensate the other for the loss that might accrue or might have accrued because of the effect of such event upon the execution of the contract.

If the successful bidder is unable to execute the contract beyond 3 weeks due to the reasons attributable to Force Majeure conditions, the Office of the Jute Commissioner reserves the right to make immediate arrangement for engaging another agency(ies) for the same work without assigning any liability to the original successful bidder.

13. Contract Prices

The prices (excluding taxes) agreed will remain firm and fixed for the whole contract period. Taxes as applicable shall be payable or deducted from the bills as per prevalent tax rules.

**14.
Arbitration**

All questions, disputes or differences of any kind whatsoever arising out of, or relating to the contract shall be referred within 30 days by the parties of this contract, for decision, to the sole arbitrator, who shall be the Jute Commissioner or any other officer of the organisation nominated by the Jute Commissioner in that behalf. In the event of such an Arbitrator to whom the matter is originally referred, is transferred or vacates his office by resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever the Jute Commissioner shall appoint another person to act as Arbitrator in his place in accordance with the terms of this contract. Such person(s) shall be authorized to proceed from the stage at which, his predecessor left it.

There will be no objection to any such appointment that the arbitrator appointed is an officer of the company or that he had to deal with the matter to which this contract related or that in the course of his duty such officer has expressed views on all or any of the matter on dispute or difference. No person other than the Jute Commissioner or his nominee can act as an Arbitrator.

The venue of arbitration shall be Kolkata only. The award of the Arbitrator shall be final and binding on the parties.

The provision of Arbitration and Conciliation Act, 1996, shall govern the arbitration proceedings, if any.

15.
Confidentiality

The Office of the Jute Commissioner and the successful bidder shall keep confidential information and shall not, without the written consent of the either party hereto, divulge the same to any third party. The successful bidder and the Office of the Jute Commissioner shall take all necessary steps to ensure confidential handling of all information developed or acquired by one party from the other party.

16. Sub-contracting of services

The successful bidder shall not sub-contract the services of personnel deployed for application services in the Office of the Jute Commissioner.

17. Proprietary terms

Any software/scripts developed by the successful bidder in connection with application implementation / support would remain the property of the Office of the Jute Commissioner. In the event of the termination of contract after 'Go-live', the vendor shall provide the entire source code with full documentation to the Office of the Jute Commissioner and subsequently hand hold the new vendor for running of the system.

18. Deduction of tax at Source (TDS)

Income Tax and other taxes at the rates applicable from time to time shall be deducted from the bills of the Contract at the source.

19. Security measure

The bidder will abide by the rules and regulations of the Security Regulations.

Section D

Bidding Process

General Overall process

Bidders should submit their offer in two bid system consisting of (a) Techno-Commercial Bid and (b) Price Bid. Offers submitted in single part shall be rejected.

Bid evaluation process

All respondents to the TENDER would be evaluated on the Techno-commercial criteria. Techno-commercial bids shall be opened and evaluated for acceptability of the requirements, deviations and other Techno-commercial suitability. The Techno-commercial bid evaluation stage is to assess the Techno-commercial competence of the Bidders against the defined scope of work of the Office of the Jute Commissioner. No price considerations will be taken into account at this stage. Techno-commercially qualified Bidders' Price bid proposals will be evaluated for final selection of the vendor. The price bid documents shall be opened by the Office of the Jute Commissioner in the presence of all the qualified bidding parties. The bidding parties should be represented by persons with a letter of suitable authorization to participate in the price bid opening.

The lowest cost Bidder as per the Summary sheet, with complete & satisfactory documentation furnished in Price bid shall be declared successful, subject to price assessment scrutiny by the Office of the Jute Commissioner.

Bid scope

Bidders shall submit their Techno-commercial proposal for the entire Services on a "single responsibility" basis such that the proposal covers all the Bidder's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the services.

Earnest money deposit (EMD)

The bidder shall need to furnish, as part of this response, an earnest money deposit (EMD) equal to **Rs. 9000/-** either in the form of a Demand Draft in favor of The Office Of The Jute Commissioner payable at Kolkata or a bank guarantee from any Indian Nationalized bank /Scheduled bank for the EMD. The format of the bank guarantee shall be in accordance with the form of earnest money deposit (EMD) included in the bidding format; other formats may be permitted subject to prior

approval of the Purchaser. Earnest money deposit (EMD) shall remain valid till the price bid evaluation process is complete.

The EMD of unsuccessful Bidders will be returned as promptly as possible, but not later than ninety (90) days after the price bid evaluation process is complete. The EMD of the successful Bidder will be returned when the Bidder has signed the Contract Agreement and has furnished the required performance guarantee.

The EMD may be forfeited:

- If the bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form
- If the bidder does not accept the correction of its Bid
- In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Contract Agreement, or to furnish the required performance guarantee/security deposit
- If the bidder fails to produce sufficient proof for the information provided as part of response.

Bid validity

The Bidder is not allowed to withdraw or modify its Techno-commercial bid, once submitted. The price bid shall remain valid for at least 90 days after the submission of the bid.

In exceptional circumstances, the Purchaser may solicit the Bidders' consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by email. If a Bidder accepts to prolong the period of validity, the earnest money deposit (EMD) shall also be suitably extended. A Bidder may refuse the request without forfeiting its earnest money deposit (EMD). A Bidder granting the request will not be required nor permitted to modify its Techno-commercial bid.

Price bid formats

- 1) The Bidder shall give all break-up of price failing which the Office of the Jute Commissioner may assume arbitrary values to complete the calculations.
- 2) The Price quoted, against the scope of work defined in the said TENDER, shall remain "FIRM" & "FIXED" in all respects during the entire period of contract and no price escalation will be allowed for reasons whatsoever during the execution of contract. However any changes (increase or decrease) in statutory levies & taxes will be levied as applicable.
- 3) Prices shall be quoted in Indian Rupee only.
- 4) Income Tax & other taxes as applicable from time to time will be deducted at source from the running account bills.

Table 1: Price Bid Formats - Summary Sheet

Sl. No	Item Description	Rate	VAT	Service Tax	Total Amount (in Rs.)
1	Software Development for Phase 1				

	Post Implementation Support service 2 for 3 years for Phase 1				
3	Software Development for Phase 2				
	Post Implementation Support service 4 for 3 years for Phase 2				
5	Software License requirement				
<u>Optional:</u>					
1	Transaction Entry professionals - F				
2	Process Management Rate - Rate for 3 years				

Formats and Submission of bids

The final bid document shall comprise a large envelope containing three (3) envelopes super- scribed as below:-

Sealed envelope- I:

EMD

Sealed envelope- II: Techno-
commercial bid

Sealed envelope- III: Price bid

Sealed envelope – I

This envelope shall be super scribed as “**Envelope – I: EMD**”. This envelope shall contain the EMD, as per tender terms

Sealed envelope – II

This envelope shall be super scribed as “**Envelope – II: Techno-commercial proposal**”. This envelope shall contain the following:-

- a. Application for Software Development Services and Post Implementation Support for 3 years
- b. All Documents related to Pre-Qualification Criteria
- c. Letter of undertaking on the scope of work and contractual terms and conditions
- d. Details of PAN, Service Tax, PF, ESIC of the Bidder along with a self attested copy of the same
- e. Duly Signed (by authorized signatory of Bidder) and stamped copy of the following documents as token of acceptance
 - General Conditions of Contract (GCC)
 - Duly signed Forms for scrutiny and evaluation of Pre Qualification Criteria
 - Scope of Work

Sealed envelope – III

This envelope shall be super scribed as “**Envelope – III: Price Bid**”. The Price Bid will contain the prices as per Table 1 in the document earlier .

This envelope shall contain only the Price along with summary of all charges and total cost of bid (as per Annexure-3).

Submission of the proposal

The sealed envelopes – I, II & III shall together constitute the complete proposal and shall be enclosed in another envelope super scribed “ERP Implementation Services and Post Implementation Support” due on **26th April, 2016**.

The bid consisting of the documents listed above, shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

The letter of authority should be on the letterhead of the Bidder and should be signed by a person competent and having the power of attorney to bind the Bidder.

The Bidders are advised to submit their Bids complete in all respects. Clarifications on the Bids may be sought by the Purchaser from the Bidders from time to time, if so desired by the Purchaser, at its sole discretion. The Purchaser reserves the right to itself to postpone and/or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.

Deadlines for submission

Bids must be received by the Purchaser not later than **26th April, 2016 by 3-00 PM** at the address below:-

The Office Of The Jute Commissioner.
Ministry of Textiles
CGO Complex, 3rd MSO Building, E & F Wings, DF BLOCK,
4th Floor, Sector-I, Salt Lake City, Kolkata – 700064
Phone: 2337-6973/6975
Email: jofic@jutecommgov.in

In the event of the specified date for submission of bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on next working day. Any bid received by the Purchaser after the bid submission deadline prescribed by the Purchaser will be rejected and returned unopened to the Bidder. Email / Telephonic / Fax Bids shall be rejected.

It must be understood that any information furnished is accurate and shall be supported by documentary proof. Misrepresentation or false presentation of information can lead to summary rejection of the proposal at any stage of the selection process. Documentary proof or a Letter of Undertaking is required on Bidder's letterhead to undertake the accuracy of the data furnished above. THE OFFICE OF THE JUTE COMMISSIONER reserves its right to verify the details / documents furnished as well as to directly clarify / confirm the claims of the Bidder from their customers / past experience before accepting their compliance statements.

General Instructions to Bidders

The Office of the Jute Commissioner reserves the right to reject any tender without assigning any reason thereof.

The Office of the Jute Commissioner shall not be responsible for non-receipt of tender in time.

Any effort of the Bidder to influence the Purchaser in its decision in respect of evaluation of the Bid or award of the contract shall result in the rejection of the Bid and forfeiture of the Earnest money deposit (EMD).

Amendments to the TENDER

At any time prior to the deadline for submission of bids, The Office Of The Jute Commissioner, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, may amend the bidding documents.

The amendment will be notified in writing or by email to all prospective Bidders that have received the bidding documents and will be binding on them. Bidders are required to acknowledge the receipt of any such amendment within specified days, failing which it will be presumed that the amendment has been accepted and the information contained therein have been taken into account by the Bidder in its bid. The Office of the Jute Commissioner shall not be responsible for any postal delay or loss in receipt of amendments by the bidders.

Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of the technical and the price bid and Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Price Bid opening and evaluation process

The Envelope of Price bid Proposal shall be opened by the Office of the Jute Commissioner for techno-commercially qualified and shortlisted bids and shall be checked for their completeness. The pre-qualification criteria is mentioned earlier. If for any bidding party, the documents in Price bid are found insufficient; incomplete and /or contain declarations notifications beyond what has been prescribed in this document, the entire price proposal of the respective party shall be summarily rejected.

On opening the Price bid of all qualified and shortlisted bidding parties with satisfactory documentation in Price bid, the respective price bids would be evaluated on the Total Lowest Price.

The price bid documents shall be opened on a designated date duly informed to the shortlisted bidders and in the presence of all the shortlisted bidding parties. The bidding parties should be represented by the person with a letter of suitable authorization to participate in the price bid opening.

The technically Qualified bidder with the Lowest Price as per above, with complete & satisfactory documentation furnished in the bid,

shall be declared successful, subject to price assessment scrutiny by the Office of the Jute Commissioner.

Next steps

Upon successful Price assessment scrutiny, the lowest cost Bidder shall be declared winner and shall be issued a letter of intent (LoI). The successful bidder shall be invited to discuss the detailed plan with the Office of the Jute Commissioner and furnish full personal details (including qualification and experience) of manpower to be deputed. The requisite resources shall be mobilized by the successful bidder at the Office of the Jute Commissioner.

Subsequently, the work order and contract shall be signed with the Bidder which shall be based on only the following:

Entire TENDER and Corrigendum including scope of work, general terms and conditions, submitted as a response to the TENDER

