



KERALA FOREST DEVELOPMENT CORPORATION LTD.KOTTAYAM-3

(A Govt. of Kerala Undertaking)

REGISTERED OFFICE: 'AARANYAKOM', KARAPUZHA, KOTTAYAM- 686 003 CIN: Uo2001KL 1975SGC002660

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TENDER FOR DESIGNING, IMPLEMENTING, DEVELOPING, HOSTING, AND MAINTAINING KERALA FOREST DEVELOPMENT CORPORATION WEBSITE APPLICATION AND CONTENT MANAGEMENT SYSTEM WITH BILINGUAL SUPPORT (MALAYALAM AND ENGLISH)

No. R/2185/21

Date: 02.09.2021

Tender Document

Date of Publishing of Tender: 02.09.2021

Date of Opening of Tenders: 10.09.2021, 11:00 AM

Cost of Tender Form: Rs.800/- + GST @ 12%

Earnest Money Deposit (EMD) = Rs.4000/- (Refundable but non-interest bearing)

Last date for tender forms: 09.09.2021, 5:00 PM

MANAGING DIRECTOR



KERALA FOREST DEVELOPMENT CORPORATION LTD.KOTTAYAM-3

TENDER FOR DESIGNING, IMPLEMENTING, DEVELOPING, AND MAINTAINING KERALA FOREST DEVELOPMENT CORPORATION WEBSITE APPLICATION AND CONTENT MANAGEMENT SYSTEM WITH BILINGUAL SUPPORT (MALAYALAM AND ENGLISH)

Terms and conditions of Tender

01. General Terms and Conditions:

(i). The tenders should be addressed to the undersigned in a sealed cover with the number and name of the material duly superscripted on the cover. The interested tenderers are advised to read carefully the entire tender documents before submitting their tender.

(ii). The tender should be in the prescribed form in which can be obtained from the Head Office, Kottayam on payment of Rs.800/- + GST @12% on all working days from 02.09.2021 to 09.09.2021 (1:00 PM). Tenders can also be downloaded from the current website (www.keralafdc.org) submitted along with the cost of the tender form (Rs.800/- + GST @12% in addition to EMD (Rs.4000/-) in the form of DD favoring '**Kerala Forest Development Corporation Ltd**' payable at Kottayam. The tenderer can also submit the EMD online/NEFT and the account details of the bank are given below:

KERALA FOREST DEVELOPMENT CORPORATION STATE BANK OF INDIA

A/C NO. 67391586884
IFSC. SBIN0070102
BRANCH. KOTTAYAM TOWN.

(iii). The tenderers/companies shall acquaint themselves fully with the requirements of KFDC. No compensation on account of any difficulties will be entertained at a later stage after awarding of works.

(iv). The tenderers must have enclosed adequate documents and if not enclosed, KFDC reserves the right to reject any or all the tenders either fully or partly without assigning any reasons and is not bound to accept

the lowest tender. The decision of the KFDC will be final and shall be binding on tenderers at any time and at its sole discretion.

(v). All the pages of the Tender document should be signed by the owner of the company or his Authorized Signatory as a token of acceptance of Terms & Conditions. In case the Authorized signatory signs the tender, a copy of the power of attorney/authorization may be enclosed along with the tender.

(vi). Tenders received after the specified date and time, due to whatever reason, shall not be considered.

(vii). In the absence of the required EMD cost, the bid shall be deemed to be invalid & will be rejected by KFDC. Those bidders who are exempted from submission of EMD cost, have to submit a scanned copy of the requisite certificate issued by the concerned authority like - "NSIC". Exemption/ relaxation will be allowed to starts up and MSEs as per applicable Government of India rules/guidelines. The EMD will be returned to unsuccessful tenderers. No interest shall accrue to this deposit which will be returned after completion of the work and after adjusting dues if any.

(viii). EMD shall be forfeited in case of the following:

- a. The tenderer withdraws their offer during the period of tender validity.
- b. After the opening of tender, the tenderer fails to honor the contract or refuses to comply with any or all terms and conditions of the tender.
- c. If the successful tenderer failed to furnish the security deposit as required.

(ix). In case of further clarification required relating to the tender, the same can be sought from the following officer:

Paul Babu, Development Expert
Email: dev.expt.kfdc@gmail.com
Phone: 8075879467

(x). Late tender will not be considered at all.

(xi). KFDC GSTIN. 32AAACK8721D

(xii). On confirmation of the tender, the successful firm shall have to execute an agreement on a non judicial paper of the value of Rs. 200/-

duly signed and stamped for the due fulfillment of the contract. The successful tenderer will be awarded with the work order and required to deposit a security Deposit @ 5% of the contract sum in the same mode as in the case of EMD. This security deposit must be made when the work contract agreement is executed. No interest will be paid on the Security Deposit. Refund of Security Deposit will be released after successful completion of the works of said contract.

(xiii). The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of the Tender. The Earnest Money Deposit (EMD) will be forfeited in case of tenderer/company withdraws during the validity period.

(xiv). The tenderer/company must ensure that the conditions that are laid down for submissions of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e. figures and words. Any omission to fill the rates and units shall altogether debar the quote from being considered.

(xv). The losses to the Kerala Forest Development Corporation which are directly attributable to the agency shall be deducted from the bills adjusted from the Security deposit.

(xvi). The tender work award is not transferable under any circumstances.

(xvii). All costs incurred in connection with the submission of tender like preparation, submission of any personal visits, submitting the tender personally; subsequent processing, etc. shall be borne by the tenderer. KFDC will not be responsible/liable for the same regardless of the outcome of the tendering process.

(xviii). KFDC reserves the right to accept or reject any or all the tenders without assigning any reason.

(xix). TDS and other Taxes as applicable will be deducted from Tenderer/company bills as per Govt. guidelines from time to time.

02. Selection procedure:

The tenderer firm should have experience in satisfactorily designing, maintaining, and managing websites and online hosting of private and public sectors, government sectors during the last 5 years. The proof of

the above said criteria must be attached with tender form in the following

Sl.no	No.of projects completed on website development	Details of the work of the last 5 years as of 31st March 2021

Final evaluation criteria on the quality and the cost bared.

03. Documents Required:

- (i) Earnest Money Deposit (EMD) of Rs. 4000/-
- (ii) Those tenderers exempted to pay the EMD are required to submit the certificate issued by the concerned department.
- (iii) The tenderer must have experience of at least 5 years of satisfactorily designing, maintaining, managing, and live hosting of websites in private and public sectors.
- (iv) The tenderer shall publish documentary evidence of current order/successful completion in this regard.
- (v) Copy of GST/PAN/CIN of the company/firm.
- (vi) Certificates/undertakings to the effect that the tenderer/company have never been blacklisted by any of the Government organizations/Agents.
- (vii) Technical documents regarding the software and hardware tools used to build the website.

04. Warranties and Liability:

- (i) The tenderer/company will warrant that the Website will be free of programming errors and defects in workmanship and materials and that it will be in full conformity with the specifications in the work plan.

Any shortcomings noticed or identified by the KFDC in this regard will make the tenderer liable to penalties and the tenderer will be required to rectify the defects promptly at their own expense.

(ii) The tenderer/company will not sub-let the contract or part it with any other agency or individual(s).

(iii) The tenderer/company further warrants that it owns and has complete rights to license, convey, and without any encumbrance, the Website and deliverables covered in the contract.

(iv) The tenderer/company further warrants that it has obtained all required registrations, permissions, and consents from all third parties necessary to deliver the Website, background technology, and deliverables.

(v) The tenderer/company expressly warrants that the Website does not contain any protective feature designed to restrict or prevent its use by KFDC or its agents and Public.

(vi) The tenderer/company further warrants that the Website or any associated portion of it does not contain any virus, worm, Trojan horse routines, trap door, time bomb, or any other codes or instructions that may be used to access modify damage or disable the Website or computer system including that of the customers and other users of the Website.

(viii) The tenderer/company warrants that the Website does not infringe upon the trademark, copyright patent trade secrets, or any other rights of any third party, and where there is a use or infringement the tenderer/ company shall obtain a license for use from the rights holder permitting such use. The tenderer/ company shall indemnify KFDC against liability for infringement. The tenderer/company warrants that all content forming part of the Website is provided from or obtained only from KFDC. The intellectual property rights of the website will be the propriety of KFDC and cannot be used by anyone else without the permission of Kerala Forest Development Corporation.

(ix) Assignment: The tenderer/ company shall not assign any rights or obligations to a third party.

(x) Penalties for Non-Compliance: The tenderer/ company undertakes to comply fully with the KFDC's requirements for the project. The project should be completed as per the work plan agreed upon. In case the tenderer/ company does not complete the project as per the work plan,

KFDC will be at liberty to levy a penalty of up to 2% of the Contract Amount for every two weeks of delay. The maximum amount of penalty shall not exceed 10% of contract value including the Security Deposit that shall also be forfeited.

(xi) In case of any breach of the contract KFDC will be entitled to withhold any payments due and accrued and also invoke security deposit submitted by the tenderer/company. Kerala Forest Development Corporation will also be entitled to initiate any actions to recover in whole or part any of the amounts already released to the tenderer/ company up to that time, besides any other action that Kerala Forest Development Corporation may like to take against the tenderer/ company.

05.Trademarks & Copyright:

(i) The deliverables and any other documentation materials or transfer of all related intellectual property rights or works commissioned by KFDC and as such will be the sole property of KFDC and the KFDC will be vested with all rights, title and interest therein.

(ii) The copyright in respect of all works associated with the brand management/strategy for KFDC will be vested with KFDC. All associated patents, copyrights, and trade secret rights shall be the exclusive property of KFDC.

(iii) Tenderer/ company shall provide to the KFDC complete website source code and modified source code of the website, related dependencies as well as CMS, along with transfer of all related Intellectual Property Rights of the modified source code to KFDC used for the Website development.

(iv) The tenderer/ company shall host KFDC website as per current IT rules/securities and shall provide complete technical documentation of hosting to KFDC.

06. Technical Requirements & Work plan:

(i) The present requirement is a dynamic website with E-commerce pages (CMS integration) with a payment gateway integration consisting of 50+ pages. Additional requirements include Domain, Hosting, SSL certificate, Malware protection, Server space, UI/UX design, and Development, SEO friendly, Unlimited bandwidth, Inventory Management system, Social Media Integration, Google Map integration,

Free webmail, premium customer support, and best design. Tenderers are required to provide any additional support at the same rate.

(ii) The website shall be of the best architecture and shall be running in accordance with the schedule detailed in the tender.

(iii) Content curation should be made in consultation with KFDC.

(iv) The tenderer is bound to create the website with all the matter supplied by KFDC as directed.

07. Delivery Terms and Period:

The regular services will be handled by the successful tenderer and will start from the date of award of the contract. The tenderer will undertake a study to finalize the requirements in consultation with KFDC. The work plan outlining the different phases and delivery schedule will be submitted to KFDC for approval. The tenderer should ensure timely completion of work as per schedule.

08. Penalty: -

KFDC will be at liberty to levy a penalty of up to 2% of the Contract Amount for every two weeks of delay. The maximum amount of penalty shall not exceed 10% of contract value including the Security Deposit that shall also be forfeited except due to any reasons beyond the control of the Agency (Force Majeure).

09. Cancellation/termination of the agreement:

KFDC at its sole discretion with prior notice can cancel/terminate the agreement without assigning any reasons thereof. The tenderer will deliver to KFDC all the work deliverable completed and confirm in writing that all rights and permissions and licenses are also vested now with KFDC and that it is free of royalty and is fully paid up. All payments due to the tenderer and payable till that time will only be paid by KFDC.

10. Conciliation / Arbitration:

(i) If any dispute(s) or difference of any kind whatsoever arises between the parties, the parties hereto shall negotiate with a view to its amicable resolution & settlement through a Committee appointed by MD, KFDC.

(ii) In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to & settled by the Sole Arbitrator to be appointed mutually by the parties.

(iii) The venue of the Arbitration shall be Kottayam, Kerala India.

(iv) The Arbitrator will give the speaking & reasoned award.

11. Applicable Law & Jurisdiction:

All matters connected with this shall be governed by the Indian law both substantive & procedural for the time being in force & shall be subject to the exclusive jurisdiction of the Indian Court at Kottayam, Kerala. KFDC reserves the right to annul the bidding process at any time period to the award of contract including rejection of any or all bids after the same has been received, without thereby incurring any liability to the affected tenderer/company or any obligation to inform the affected tenderers/companies on the ground of KFDC action.

12. Validity:

(i) The tenderers/companies should satisfy themselves before submission of the tender to KFDC that they meet the qualifying criteria and capability as laid down in the Tender document.

(ii) Rates should be valid for a period of 3 (Three) months from the opening of Tender.

(iii) The tender should be submitted and signed by a duly authorized person, giving the full name of the company with its current business address.

(iv) The tenderers/companies should satisfy themselves before submission of the tender to KFDC that they meet the qualifying criteria and capability as laid down in the Tender document.

13. Time Duration for the completion of Design and Development of the website: The design and development of the website as per the scope of work mentioned in the tender shall be completed within 03 months from the date of the receipt of the work order by the Agency.

Managing director
Kerala Forest Development Corporation

DESIGN AND DEVELOPMENT OF KFDC WEBSITE

Sl.no	Particulars	Amount (Rs.)
1	Designing and developing the KFDC website (detailing specified on point no.06). This cost should include the cost of the security audit of the website.	
2.	Annual Maintenance Contract Charges, Service support must include - Online/offline maintenances support, troubleshooting, regular contents upload/ changes, date backups service support, etc. as per the user department requirements & convenience for 12 months from the date of going live	
3	Total cost (Sl.1+2) excluding all taxes	
4	Taxes to be indicated separately	
5	Total Project cost (Sl.no 3+4) including taxes.	

(Rupees in words.....)

Signature of the tenderer.....

Name of the Authorized Signatory.....

Name of the Company/Firm.....

Seal of the Company/Firm.....

Address.....

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Contact No.:

DECLARATION BY THE TENDERER

It is hereby declared that I/ We the undersigned, have read and examined all the terms and conditions, etc. of the tender document for which I/ We have signed and submitted the tender under proper lawful power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me /us and I/We will abide by all the terms and conditions. This is also certified that I/ We/ our principle firm have no objection in signing the Work order for the Brand/ Communication Strategy and media coordination if the opportunity for the brand management/Communication Strategy and media coordination of Kerala Forest Development Corporation against this tender is given to me/us.

Signature of the tenderer.....

Name of the Authorized Signatory.....

Name of the Company/Firm.....

Seal of the Company/Firm.....

Address.....
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Contact No.: