

**Shivamogga, Davanagere & Chitradurga Co-operative Milk  
Producers Societies Union Ltd.**

**Machenahalli, Nidige Post Shimoga. (KARNATAKA)-577 222**

**Tender Document for Maintenance contract (AMC) for  
Software's for Two year.**

**(Through E-procurement Portal Only)**

**<https://www.eproc.karnataka.gov.in>**

# Shivamogga, Davanagere & Chitradurga Co-operative Milk Producers Societies Union Ltd.

**Machenahalli, Nidige Post Shimoga (KARNATAKA)-577 222**

## Tender Notification INVITATION FOR TENDER

**(ONLY THROUGH E- PROCUREMENT)**

|   |   |   |
|---|---|---|
| TENDER REFERENCE( IFT No)                         | : | <b>AMC of Software's for TwoYear</b><br>-----<br>IFT No.SMU/MIS/E.Proc:Tender:48: 2155 : 2020-21 Dt: 02-07-2020   |
| DATE OF PUBLICATION OF TENDER                     | : | <b>Date : 04.07.2020</b>  |
| LAST DATE AND TIME FOR RECEIPT OF TENDERS         | : | <b>Date : 18.07.2020 Time : 17.30 Hrs</b>   |
| TIME AND DATE OF OPENING OF TECHNICAL TENDER BID  | : | <b>Date : 20.07.2020 Time : 11.30 Hrs</b>   |
| TIME AND DATE OF OPENING OF COMMERCIAL TENDER BID | : | <b>Date : Will be intimated</b>   |
| ADDRESS FOR COMMUNICATION                         | : | Managing Director.<br><b>Shivamogga, Davanagere &amp; Chitradurga Co-operative Milk Producers Societies Union Ltd.</b><br><b>Machenahalli, Nidige Post Shimoga (KARNATAKA)-577 222</b><br>Contact No. 08182-246161/63 |

**Shivamogga, Davanagere & Chitradurga Co-operative Milk  
Producers Societies Union Ltd.**

**Machenahalli, Nidige Post Shimoga (KARNATAKA)-577 222**

Phone; 08182-246161/63

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IFTNo:SMU:MIS:E.Proc:Tender:48:2155 :2020-21

Date:-02-07-2020

Sub: - Tender for Maintenance Contract for Software's for Two years.

Tenders are invited through e procurement portal for Maintenance Contract (AMC) of software for Two year. The tender document may be downloaded from **www.eproc.karnataka.gov.in** website only.

For additional information, you may contact Asst Manager (M.I.S/SYSTEM) 08182-246161,246163.

Managing Director  
**Shimoga,Davanagere & Chitradurga  
Cooperative Milk Union Ltd.**

**Shivamogga, Davanagere & Chitradurga Co-operative Milk  
Producers Societies Union Ltd.  
Machenahalli, Nidige Post Shimoga (KARNATAKA)-577 222**

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**Shivamogga, Davanagere & Chitradurga Co-operative Milk Producers Societies Union Ltd.**

**Machenahalli, Nidige Post Shimoga (KARNATAKA)-577 222**

**INVITATION FOR TENDER (IFT)**

**(Two cover system)**

**(Only Through E-Procurement Process)**

IFTNo:SMU:MIS:E.Proc:Tender:48: 2155 :2020-21

Date:-02-07-2020

1. The Managing Director, **Shivamogga, Davanagere & Chitradurga Co-operative Milk Union Ltd.**, invites tender from eligible tenderers, for **AMC of software's** through e-procurement process in TWO cover system i.e., **Technical** and **Commercial** separately.
2. The Tender documents may be downloaded free of cost from Government of Karnataka e procurement website **www.eproc.karnataka.gov.in** under login for contractors. Interested tenderers may obtain further information at the same address.
3. After login to contractors, please scroll down to the right side bottom to see list of tenders, please check there to find details of tender and download copy of the tender.
4. The tenderers need to register the e procurement portal to submit tenders online.
5. The tenderers are required to pay the Earnest Money Deposit of **Rs. 20,000/-** only through e-procurement portal only using any of the five modes.

**1. Credit Card**

**2. Debit Card**

**3. Net Banking**

**4. Remittance at the Bank Counter – in ICICI Bank**

**5. NEFT (Offline payment).**

The tenders shall be electronically submitted (online through internet) within due date and time published in e-procurement portal **www.eproc.karnataka.gov.in**. Cover-I (Technical details) will be opened at prescribed time and date in the e procurement portal and evaluated. The Commercial bid (Cover –II) of the Tenderer, who is found to be qualified to execute the tendered works, will be opened at prescribed date & time.

6. The Tenderers are advised to note the **minimum qualification criteria** specified in Clause 2 of the Instructions to Tenderers to qualify for award of the contract.
7. Earnest Money Deposit of Rs.20,000/- will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 90 days beyond the validity of the tender. Further security deposit of **Rs.50,000/-** should be deposited in the form of Cash, Bank Gaurantee,Fixed Deposit payable in favor of Managing Director, Shimoga Milk Union Ltd, or in Cash to the Union within 15 days from the date of **receipt of work order** which will be repaid after successful completion of the contract period.
8. The tenderer should have executed the AMC of software's in any three Milk Union of KMF.
9. Bidders can access tender documents from **www.eproc.karnataka.gov.in** website only and upload the required details; that are mentioned in different sections in the bid document in to electronic tender on the website. Scanned documents that are required to be furnished as per Section(s) of the bid document through e- procurement.
10. The cost of the tender document once paid will not be refunded.

11. SMU reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.
12. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (9:30 am to 05:30 pm).
13. List of documents to support qualification of bidder is to be uploaded to the e-procurement website **[www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in)**.
14. Other details can be seen in the tender documents.

Managing Director  
**Shimoga, Davanagere & Chitradurga**  
**Cooperative Milk Union Ltd.**

**Shivamogga, Davanagere & Chitradurga Co-operative Milk  
Producers Societies Union Ltd.**  
**Machenahalli, Nidige Post Shimoga (KARNATAKA)-577 222**

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**SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)**

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## A. General

### 1. Scope of Tender

- 1.1. The Managing Director, Shimoga, Davanagere & Chitradurga Co-operative Milk Union Ltd., (Referred to as SDCMU in these documents) invites tenders following Two Cover e-procurement process, from eligible Tenderers, for the **AMC of Software's** (as defined in these documents and referred to as "the work") detailed in the Table given in the Invitation for Tenders (IFT).

The scope of the work includes the following:-

- a) Attending rectification of all defects & problems arises in the existing software's.
- b) Modification of data entry forms
- c) Report modifications
- d) Maintenance of server & data base in MIS, Accounts, Marketing, Plant, FGS, P&I and Store section and monthly backup.
- e) The problems need to be attended within 24 hours of logging the complaints.

### 2. Qualification of the Tenderer & Tender Capacity:

- 2.1. All Tenderers shall provide the required information accurately and with sufficient details.
- 2.2. The firm should have minimum **Three** years of experience in providing AMC for Online software's for Dairy units of KMF.
- 2.3. At least 3 AMC of Software's. The proof of satisfactory maintenance is to be supported by the certificates issued by the Organization for having satisfactorily maintained the Dairy software's.
- 2.4. The firm should have **minimum two qualified engineers**. The firm should provide details of their qualification and experience.
- 2.5. The firm should have the following registration with statutory departments and should furnish copy of certificates along with technical tender. On demand original shall be produced for verification.
  - 2.5.1.1. Registration of establishment/firm/company/Individual/Small scale Industry.
  - 2.5.1.2. GST Registration Certificate
  - 2.5.1.3. Last 2 years IT Returns
- 2.6. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka
- 2.7. Since the application has been developed using Oracle Developer 2000, the form should have sufficient engineers with min 3 years experience in Oracle D2k software

### 2.8. Tender Capacity

- a. Tenderers, who meet the above specified minimum qualifying criteria, will only be qualified.
- b. Even though the Tenderers meet the above criteria, they are liable to be disqualified if they have:
  - i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
  - iii. Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

Signature of the Tenderer/ Seal of the Company



## B. Tender document

The set of tender documents shall have all the sections given in page 4.

### 3. Amendment of Tender documents

- 3.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing **addenda**.
- 3.2 Any **addendum** thus issued shall be part of the tender documents and shall be uploaded in the e-procurement web-portal.
- 3.3 To give prospective Tenderers reasonable time in which to take an **addendum** into Account in preparing their tenders, the Employer shall extend time as necessary the Deadline for submission of tenders, in accordance with **Clause 10 below**.

## C. Preparation of Tenders

### 4. Documents comprising the Tender

- 4.1 The tender submitted in e- procurement web-portal by the Tenderer shall contain the documents as follows::
  - a) Earnest Money Deposit.
  - b) The Tender (in the format indicated in Section 2).
  - c) Qualification Information Form & Documents if applicable; and any other Materials required for completing and submitting by tenderers in accordance with these instructions. **The documents listed under Sections 2 and 4 shall be filled in without exception.**

### 5. Tender prices

- 5.1 The contract shall be for the whole works as described in Sub-Clause 1.1.
- 5.2 The Tenderer shall fill in the **total tender price (both in figures and words) for the whole work.**
- 5.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.
- 5.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

### 6. Tender validity

- 6.1. Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 10. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 6.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 7 in all respects.

Signature of the Tenderer/ Seal of the Company

## 7. Earnest money deposit

7.1 Earnest Money Deposit only through e-procurement portal only using any of the following five modes.

- 1) **Credit Card**
- 2) **Debit Card**
- 3) **Net Banking**
- 4) **Remittance at the Bank Counter – in ICICI Bank**
- 5) **NEFT (Offline payment).**

7.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

7.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 7.1 and 7.2 above shall be rejected by the Employer as non-responsive.

7.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 6.1.

7.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

7.6 The Earnest money deposit may be forfeited:

- a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;
- b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 20; or
- c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
  - (i) Sign the Agreement; or
  - (ii) Furnish the required Security deposit.

## 8. Format and signing of Tender

8.1 The completed bid comprising of documents should be uploaded in the e-procurement portal along with scanned copies of requisite certificates those are mentioned in different sections in the bid document and scanned copy of Bid Security / EMD.

8.2 All the documents should be uploaded in e-procurement portal. Tenderer should take a print out of the declaration letter provided in the website on company letter head and should sign, stamp and upload the same to the tender.

## D. Submission of Tenders

### 9. Up-loading & submission of tenders.

8.3 The tenders should be uploaded only through e-procurement portal Tender should contain

#### A. Technical Tender consisting of following:

1. Company /Firm/Institution registration details.
2. Income tax
3. PAN Card.
4. GST Registration details
5. All the above documents with required details in prescribed format; those are mentioned in different sections in the Tender. etc., shall be downloaded, filled with required details, signed, scanned & uploaded to the e-procurement portal ([www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) ).
6. The above documents along with the forms indicated Section-3 of Tender shall be scanned and uploaded to the website compulsorily, failing which tender will be rejected in view of incomplete bid document.

Signature of the Tenderer/ Seal of the Company

**B. Financial Tender**

The tenderer shall quote the total tender price for entire period of 24 months(2 years) including GST in the financial section in e-procurement portal only.

**9. Deadline for submission of the Tenders**

- 10.1 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 3, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

**10. Late Tenders**

- 10.1 The software of e-procurement system will not allow the Bidder to upload the documents after expiration of the stipulated date & time of Bid submission. The Bidder shall refer the server time, which will be displayed in the e-proc portal. SMU will not be responsible for non-receipt of bids within the stipulated date & time prescribed, due to Internet Problems, improper uploading or any other related problems. In case of connectivity problems, Tenderer may contact Helpdesk of the e-procurement web-portal service provider and may also draw the attention of tender inviting authority.

**11. Modification and Withdrawal of Tenders**

- 11.1 Tenderers may “modify” and “withdraw” their tenders multiple numbers of times, until the deadline for submission of tenders by operating the relevant provision made in e-procurement. If the Tenderer withdraws the tender before the deadline for submission of tenders and later if he is interested to submit the tender once again, may do so within the stipulated date & time as mentioned in page # 2 before opening date of the tender.
- 11.2 No Tender may be modified/accepted after the deadline for submission of Tenders.
- 11.3 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 10.1 may result in the forfeiture of the earnest money deposit pursuant to Sub- Clause 7.6.

Signature of the Tenderer/ Seal of the Company

### **E. Tender opening and evaluation**

#### **12. Opening of Technical portion of Tenders and evaluation to determine qualified Tenderers:**

- 12.1 The Employer will open the **Technical details** of all the Tenders received (except those withdrawn), including modifications made pursuant to Clause 12, after 11.30hrs on the date and the place specified in page # 2(IFT).
- 12.2 The Price Tenders of all the Tenderers including modifications for financial tenders will be opened on the same day or future days after evaluating the technical criteria as per date & time mentioned in page # 2(IFT).
- 12.3 The Employer will evaluate and determine whether each tender
  - a) Meets the eligibility criteria defined in ITT Clause 2.
  - b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause 7.
  - c) Meets the minimum qualification criteria stipulated in ITT Clause 2. The Employer will draw out a list of qualified Tenderers.

#### **13. Opening of Price Tender of qualified Tenderers and evaluation:**

- 13.1 The Employer will open the price tender of Qualified Tenderers as per the scheduled date and time as specified in page 2#. In the event of the specified date of Price tender opening being declared a holiday for the Employer, the price tenders will be opened on the next working day.
- 13.2 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.
- 14.3 The Employer shall prepare minutes of the Price Tender opening.

#### **14. Process to be confidential**

- 14.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

#### **15. Clarifications of Tenders**

- 15.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 18.
- 15.2 Subject to sub-clause 16.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 15.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

Signature of the Tenderer/ Seal of the Company

**16. Examination of Tenders and determination of responsiveness**

- 16.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender
- 16.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 16.3 If a Tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**18 Correction of errors**

- 18.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a) Where there is a discrepancy between the rates in figures and in words, the lower of the two will govern: and
  - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 18.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 7.6 (b).

**19 Evaluation and comparison of Tenders**

- 19.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 16.
- 19.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
- (a) Making any correction for errors pursuant to Clause 18; and
  - (b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 12.

Signature of the Tenderer/ Seal of the Company

## F. Award of Contract

### 20 Award criteria

- 20.1 Subject to Clause 22, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be and qualified in accordance with the provisions of Clause 2.

### 21 Employer's right to accept any Tender and to reject any or all Tenders

- 21.1 The Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

### 22 Notification of award and signing of Agreement

- 22.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract price.
- 22.2 The work order will be issued only after furnishing of Security deposit in accordance with the provisions of Clause 23.
- 22.3 The successful bidder, on receipt of Tender acceptance from the office has to execute an agreement incurring all terms and conditions of the tender in an Rs 100 Stamp paper (non judicial) within 7 days from the receipt of the tender acceptance..

### 23 Security deposit

- 23.1 Mentioned in IFT Sl. No 7, payment of security deposit Rs. 25,000/- in the form of Cash, Bank Guarantee, Fixed Deposit in favor of Managing Director, Shivamogga, Davanagere & Chitradurga Milk Union Ltd, or in Cash to the Union within 15 days from the date of tender acceptance and work order will be issued after the receipt of Security deposit on furnishing of agreement as per clause 22.3.
- 23.2 Failure of the successful Tenderer to comply with the requirements of clause 22 & submission of supporting contract documents shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

### 24 Corrupt or Fraudulent practices

- 24.1 The SMU requires that the Tenderers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SMU:
- a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a SMU contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, SMU contract.

Signature of the Tenderer/ Seal of the Company

**SECTION 3:**

**FORMS OF TENDER AND QUALIFICATION INFORMATION**

-Firm/ Institution details: **Page No. 16-17**

-Letter of Acceptance: **Page No. 21**

-Commerical Bid Form **Page No. 22**

**Firm/ Institution details**

| S.N. | Details of the firm  |               |                |            |
|------|--|---------------|----------------|------------|
| 1    | Name of the firm   |               |                |            |
| 2    | Office Address   |               |                |            |
| 3    | Telephone No.  |               |                |            |
| 4    | Fax No.  |               |                |            |
| 5    | Name of the Authorized Signatory   |               |                |            |
| 6    | Phone No/Mobile No.  |               |                |            |
| 7    | Name of the Contact person   |               |                |            |
| 8    | Phone/Mobile no. of the contact person   |               |                |            |
| 9    | Valid e-mail of the firm   |               |                |            |
| 10   | <b>Registration details -</b><br>Establishment/firm/company/Individual / Small scale Industry  |               |                |            |
| 11   | <b>Service tax Registration</b>  |               |                |            |
| 12   | <b>Permanent Account No.</b>   |               |                |            |
| 13   | <b>Details of evidence of having rendered service during the past orders placed for AMC of minimum 3 Milk union of KMF unit. (Furnish copies of work order as proof)</b> |               |                |            |
| S.N. | Name of the firm   | PO No. & Date | Contact person | Mobile No. |
| 1    |  |               |                |            |
| 2    |  |               |                |            |
| 3    |  |               |                |            |
| 4    |  |               |                |            |
| 14   | Name of the <b>two Programmers</b> who shall have sufficient experience at higher level to maintenance of software's .   |               | 1)<br>2)       |            |
| 15   | <b>Documents attached in electronic mode Fill Yes/ No)</b>   |               |                |            |
| 15.1 | Details of firm  |               |                |            |
| 15.2 | Firm registration details  |               |                |            |
| 15.3 | GST registration certificate   |               |                |            |
| 15.4 | Copies of WO for having rendered AMC of at least 3 firms.  |               |                |            |

Signature of the Tenderer/ Seal of the Company



## CHECK LIST

|    |  |     |    |
|----|--|-----|----|
| 01 | we have accepted all the terms and conditions                | Yes |    |
| 02 | Whether Registration of the Firm enclosed                    | Yes | No |
| 03 | Whether Trade License of the Firm enclosed                   | Yes | NO |
| 04 | Whether experience certificate of the firm enclosed          | Yes | No |
| 05 | Whether GST certificate enclosed                             | Yes | NO |
| 06 | Whether Pan Card of the firm enclosed                        | Yes | No |
| 07 | Whether the qualification of the employees enclosed          | Yes | NO |
| 08 | Whether Prescribed EMD paid through E-Portal                 | Yes | No |
| 09 | Last 2 years IT Returns Financial enclosed (2017-18,2018-19) | Yes | No |
| 10 | Duly filled Declaration or Technical tender enclosed         | Yes | No |

Signature of the Tenderer/ Seal of the Company

## **Terms and Conditions of Contract**

- 1) The contractor should provide the maintenance service for **Two years**. The successful tenderer shall attend the emergency calls even during holidays and Sundays or whenever is required.
- 2) The validity of contract will be for a period of Two years from the date of commencement of the contract. SHIMUL reserves the right to extend the contract period on same rate, terms and conditions for further period of three months or till the alternate arrangements is made whichever is earlier. However Managing Director, Shimul has also got the rights to terminate the contract in the interest of the union at any point of time during the contract period or extended period without giving any advance notice depending of the exigency of the situation of breach of any contract conditions.
- 3) The contractor shall not subcontract to any other agencies. If the contractor found to have subcontracted the work, the AMC will be terminated and security deposit and any bills due will be forfeited.
- 4) The firm should depute qualified and experienced programmer who knows VB, D2K and Oracle.
- 5) The firm should ensure that all the necessary reports and bugs identified should be corrected to the satisfaction of the user. The firm should ensure that work should not hold up during rectification if any.
- 6) AMC should be Covered both Shimoga & Davanagere Dairy The firm should depute an engineer for preventive maintenance 4 visit to union per month.
- 7) The firm should depute the software engineer within 24 hour of reporting the problem. If situation demands, the engineer should stay back until the problems are sorted out. The problems will be intimated through Phone/Fax.
- 8) Under critical circumstances, problem should have to be attended even on holidays and after office hours.
- 9) There is no restriction for number of corrective maintenance calls.
- 10) The firm should responsible for database maintenance and monthly backups.
- 11) During the AMC period, if required the firm should develop new codes, reports and tables to the satisfaction of the user with the Scope of already existing application.
- 12) The firm should submit **work completion report** from the concerned department to MIS section.
- 13) If the system gets corrupted, after SMU reloaded of system software the application software should be reloaded within 12 hours of complaint time.
- 14) No separate TA/DA will be given to any representative for attending the complaints.
- 15) The deputed software engineer should have sufficient technical qualification & experience to handle existing software & issues that may arise during the usage of the software's . The deputed engineer should be well versed with D2K and Oracle 11G and shall have knowledge of Kannada and English language.
- 16) SMU will inform complaints to the firm on telephone/email/fax and allot complaint no. The firm should mention the complaint no. & date on the call report at the time of attending the complaint.

**Signature of the Tenderer/ Seal of the Company**

- 17)SMU is not responsible for any accidents/injury to the programmer while attending the rectification of the problem at any of our locations and not liable for any sort of compensation to the programmer or to the firm.
- 18)The Payment after completion of every month will be made after deductions of the applicable taxes. The contractor has to submit the bills month wise. The bill should be accompanied by satisfactory (WORKING) certificate from concerned section.
- 19)SMU is having full rights to terminate the contract by giving one month notice to the successful tender if the work carried out is not satisfactory. In such case, SMU is not liable to pay security deposit/any losses/compensation to the firm.
- 20)The Contractor shall be required to handover all the software in working condition at the time of termination/completion of contract. Otherwise, the same shall be rectified from the external agencies and whole replacement/repair cost will be borne by the contractor only
- 21)Any disputes or difference arises between SMU and the contractor on any matter within the scope of the contract shall be subjected to jurisdiction in law courts at Shimoga, Karnataka only. It is agreed that no other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within the jurisdiction of any such courts.

Signature of the Tenderer/ Seal of the Company

## SECTION 6:

**List of Software's covered under AMC**

| <b>S.N.</b> | <b>Software</b>  |
|-------------|--|
| 1           | Milk billing   |
| 3           | Sales indenting and sales module   |
| 4           | Payroll  |
| 5           | Milk procurement transportation bill   |
| 6           | Cattle feed transaction  |
| 7           | Inventory software   |
| 8           | Oracle database fine tuning, maintenance, Data backup, & Data Security , data recover from the backup. |
| 9           | Rs 5/- GOK incentive software  |
| 10          | BMC Software at Chilling Centre  |
| 11          | Davanagere dairy Marketing Module  |

Signature of the Tenderer/ Seal of the Company

**DECLARATION/TECHNICAL TENDER FORM**

IFTNo:SMU:MIS:E.Proc:Tender:48: 2155 :2020-21

Date:-02-07-2020

**To,  
The Managing Director  
Shivamogga, Davanagere & Chitradurga  
Co-operative Milk Producers Societies Union Ltd.  
Machenahalli, Nidige Post Shimoga.  
(KARNATAKA)-577 222**

**Sir,**

**Sub : Participation in tender for Maintenance of Software for Two  
Years at Shimul**

*Ref:TenderNotificationIFTNo:SMU:MIS:E.Proc:Tender:48:2155::2020-21Date:02-07-2020*

**\*\*\*\*\***

*I/We hereby once again confirm that I/We have thoroughly studied  
the tender Document and understand the tender conditions tender /  
Instructions / Specification/ details. I/We fully understand the nature of service  
to be rendered. My/ Our offer to provide service is strictly in accordance with  
these requirements. And We agree all the terms and conditions given from  
your end.*

*I/We hereby agree that the decision of Managing Director, SHIMUL shall be final  
in any dispute regarding the software maintenance terms and conditions as detailed  
in Tender.*

**Signature of the Tenderer/ Seal of the Company**

*Date:*

*Place:*

*Name of the Tenderer/ Company*

*& Address:*

*Tel No:*

*Fax No:*

*Mobile No:*

*E-mail:*

**PRICE QUOTE**

The Managing Director.,  
Shimoga,Davanagere & Chitradurga Milk Union Ltd.,  
Shimoga.

Sir,

Sub:- Tender for Maintenance Contract for Software's for Two years.  
IFT No.SMU/MIS/E.Proc:Tender:48: 2155 : 2020-21 Dt: 02-07-2020

With reference I/We herewith submitting my/our Tender Particulars indicated below.

| S.N | Particulars   | AMC Rate Quoted per month.                       |
|-----|---|--|
| 1   | Tender for <b>maintenance Contract</b> for Software's for Two years<br><b>Shimoga,Davanagere &amp; chitradurga milk Union.</b><br>(Applicable GST Taxes)Extra | Rs. ....<br>Rs(In Words) .....<br>.....<br>..... |

I/We hereby once again confirm that, I/We have thoroughly studied the Tender Document and understood the tender conditions, and tender specifications. I/We fully understand the nature of Particulars, I/We have Quoted for, Tender for maintenance Contract for Software's for Two years in Shimoga, Davanagere & chitradurga milk Union. I/We hereby agree that, the decision of Managing Director, SHIMUL shall be final as per the terms & conditions of this tender.

Signature of the Tenderer/ Seal of the Company

DATE:

Name & Address: