

**KANNUR UNIVERSITY INVITES EXPRESSION OF INTEREST FOR THE  
DEVELOPMENT, INSTALLATION AND MAINTENANCE OF EXAMINATION AND  
ALLIED SOFTWARE**

Sealed Expression of Interest (bids) is invited for supply and installation of examination and allied software

Kannur University invites sealed Expression of Interest for supply and installation of examination and allied software as per the details herein below:-

**1. Definitions**

In this document and associated documentation, the following terms shall be interpreted as indicated:

- a) "The Purchaser" means Kannur University
- b) "The Indenter" means Controller of Examinations, Kannur University
- c) "The Specification" means the minimum specification specified by the purchaser.
- d) 'Vendors' means the firms who respond to this Expression of Interest.
- g) "The Goods" means the examination and allied software in form of CD/DVD/Pen drive etc, which the vendor is required to supply to the Indenter under the Contract;
- h) "Services" means services ancillary to the supply of the Goods, such as installation, commissioning, provision of technical assistance, training, on-site comprehensive warranty, up gradation and other obligations of the vendor covered under the Contract.

**2. General Instructions**

General instructions are specified in the following paragraphs.

- 2.1 The software to be supplied should conform to industry and OPEN standards, preferably in open source platform.
- 2.2 The software should not be from the discontinued production line. In case of discontinuation of the production line, the vendor shall supply the next higher configuration on the same term.
- 2.3 In case of any reduction in the price due to Government levies/duties, the price reduction has to be passed onto Kannur University for the order, if not delivered within one week of the announcement of the price reduction.
- 2.4 The vendor should furnish the list of equipments with detailed specifications required for installation of the software for the conduct of examination and publication of results including allied examination activities
- 2.5 In case the vendor has not indicated any peripherals / equipments / software in the proposed solution which are required for implementation of the solution, the vendor has to provide the required peripherals/equipments/software without charging any extra amount, apart from the order value.
- 2.6 The vendors should have experience of having successfully completed similar types of orders.

('Similar type of order' means successfully carried out supply and installation of Examination software / Total University software with systems service support. Vendors have to submit the documents at Annexure B)

- 2.7 On the basis of annexure B along with Annexure A submitted by the prospective vendors, University will shortlist qualified vendors for submission of Financial bid (Annexure C) and technical specification of the software(Annexure D) within 15 days on the basis of an initial system study by the vendor.
- 2.8 The detailed terms and conditions are as mentioned herein below. The last date for submission of details as per Annexure B along with Annexure A is **22 November 2010 at 5:00p.m**
3. The sealed Expression of Interests complete in all respects, should be submitted on or before the due date, to:-
- Controller of Examinations  
Kannur University  
Kannur University Campus P.O  
Kannur, Kerala 670 567
4. Vendor will ensure that the Annexures reaches the above address on or before the due date and time.
5. Expression of Interest received after the due date and/or not submitted in the prescribed formats or in the prescribed manner, incomplete in any respect or not accompanied by prescribed documents are liable to be rejected.
6. Kannur University reserves the right to split orders and/ or accept or reject any expression of interest as also to alter any or all of the terms and conditions without assigning any reason therefore.
7. All the prices quoted by the vendor shall be in Indian Rupees and not be subject to any price escalation.
8. The prices quoted should be all inclusive, of all Central/ State Government taxes.
9. All the prices quoted by the vendor shall be valid for a minimum period of 3 months from the date of closing of the bids.
10. The Up gradation Contract shall cover comprehensive up gradation of the software.
11. Decision of Kannur University in respect of evaluation of bids and/ or award of contract will be final.
12. The vendor shall not have any objection regarding the third party examination of software installation by Kannur University, during the contract period.
13. The vendor shall arrange for technical assistance at Kannur University Head Quarters and also campuses, as and when required, during the contract period.
14. The short listed vendors will be free to conduct a preliminary system study of the examination and allied activities of the Kannur University in order to submit the bids.
- 15. Earnest Money Deposit :**

Each expression of Interest (Annexure A & C) shall be accompanied by an EMD of ` 50,000/- by way of Demand Draft issued by SBI or Associated banks of SBI drawn in favour of Finance Officer, Kannur University, payable at State Bank of Travancore, Kannur University Campus Branch. The public sector undertakings will be exempted in remitting EMD on production of exemption orders from the Government. The EMD shall be forfeited if the bidder after submitting the Expression of Interest resiles from his/her offer or modifies the terms and conditions there of in any manner. The EMD is also liable, to be forfeited in the event of the bidder's failure to furnish security deposit or to comply with the terms and conditions of the contract or directions in the acceptance communication.

## **16. Security Deposit :**

The successful bidder to whom the work order is placed should furnish 5% of the value of the contract as security deposit by way of Demand Draft drawn in favour of Finance Officer, Kannur University payable at State Bank of Travancore, Kannur University Campus branch.

## **17. Delivery Terms**

### **17.1 Delivery Location:**

The Software and hardwares should be installed at our Head Quarters at Mangattuparamba and other campuses

Vendor shall be responsible for ensuring proper packing, delivery and receipt of the software at Kannur University Head Quarters at Mangattuparamba and other campuses.

The complete set of manual should be delivered.

### **17.2 Delivery Period**

Software should be delivered within three months from the date of purchase order. Kannur University would be the deciding authority as to the definition of 'acceptable configuration'.

The delivery period shall include time taken for all development and other procedures.

## **18. Warranty**

Vendor shall have to provide a comprehensive, on-site, post installation warranty of thirty six months for the selected software from the date of acceptance of the system.

If the software does not correspond to the description/need of the Kannur University, the Kannur University shall have the right to repudiate the agreement and to claim the damages.

In case of staggered delivery the acceptance of the last delivery will be considered for commencing the warranty period for the entire order.

## **19. Installation and Commissioning**

Vendor shall take the responsibility of installation.

Every software supplied shall have a complete licensed copy wherever required.

Installation of the software at site(s) shall be the responsibility of the vendor.

All the above activities to be undertaken by the vendor, at its own cost.

## **20. Acceptance Terms**

### **20.1 Acceptance Test**

Software acceptance test shall comprise:

- Verification of the software
- Performance tests, if any, conducted during evaluation
- Other tests as may be deemed necessary by Kannur University

Vendor shall have to guarantee that the supplied software shall meet the performance requirement as demonstrated during the evaluation phase. Vendor shall have to augment the software at its own cost and expenses, if these performance requirements are not met by the supplied software.

Vendor should successfully complete all the acceptance tests within two weeks from the beginning of the acceptance testing at site.

Kannur University reserves the right to reject the software , if any delay exceeds a period of four weeks. In the event of the cancellation of the order, the vendor shall repay Kannur University the full advance amount, and any other amounts paid to the vendor, with damages.

## **20.2 Acceptance**

The warranty period shall commence from the date of acceptance of the software. In case of staggered delivery, the acceptance of the last delivery will be considered for commencing the warranty period for the entire order.

For the purpose of warranty period, installation of the entire order will be considered. The acceptance certificate will be issued only after clearing all the outstanding issues.

## **21. Maintenance**

Maximum time to repair a reported breakdown should be twenty four clock hours for all locations (excluding holidays). Time for this purpose shall be measured as interval between the time of reporting the problem and the time when the problem is fully solved making the faulty components/functions fully operational.

Standby software shall be provided till such time the problem is fully solved. Vendor shall assist in transferring the data, wherever applicable.

Vendor shall have to support the software supplied by him.

## **22. Support Strategy:**

### **22.1 Support**

Vendor shall provide effective maintenance support to Kannur University, including

- Following Maintenance Strategy for Kannur University
- Maintaining sufficient level of expertise of Support Personnel

### **22.2 Upgrades**

In case of any upgrade of the software during the proposed warranty period, the vendor shall replace the software with upgraded version.

## **23. Payment Terms**

Payment terms shall apply to each individual order, as and when released.

Payment terms shall be as follows:

- Fifty percent (50%) of the order value, upon the delivery of the software.
- Forty percent (40%) of the order value, against installation and acceptance of the software by Kannur University is complete.
- Ten percent (10%) of the order value, against ten percent (10%) performance bank guarantee valid for period of 36 months. The warranty period shall begin after the acceptance of the entire order by Kannur University.

The ten percent (10%) Performance Bank Guarantee would be valid during the warranty period.

All bank guarantees shall be payable at Mangattuparamba, Kannur

Challan in duplicate shall accompany the delivery.

Invoices shall be submitted in duplicate.

Delivery challan and invoice shall always quote our purchase order number.

All Expression of Interest, negotiations, formats, technical literature, correspondence, faxes etc. shall be considered as an integral part of the purchase order.

#### **24. Penalty**

Vendor shall have to pay liquidated damages to Kannur University @ one percent (1%) per week on the unexecuted value of the order inclusive of all taxes, duties levies etc., per week or part thereof, for late delivery beyond the delivery period as mentioned in Clause 17.2. There shall be an upper ceiling of ten percent of the gross amount for the penalty to be deducted for any orders. The penalty applicable on the entire order amount shall be deducted from the payment amount due after acceptance of the software. The performance bank guarantee shall be Ten percent of the order value irrespective of the penalties levied.

Kannur University reserves the right to cancel the entire order or part thereof, if delay exceeds two weeks from due date of delivery.

Necessary taxes like TDS (Tax Deducted at Source) if any, shall be deducted from the payments by Kannur University.

#### **25. Bank Guarantee**

Vendor shall have to submit a bank guarantee for Ten Percent (10%) of the contract value valid up to the warranty period.

Kannur University shall be free to invoke the bank guarantee anytime the vendor fails to meet any commitments made by him.

#### **26. Training**

Vendor shall provide basic training free of charge for Kannur University end users, whenever required to so by Kannur University.

Vendor shall provide basic training on its products to the end users and separate training to the required staff and Information Technology Division staff. The training should cover features of the software and include hands-on-training and exercises. Training shall have to be provided at Kannur University's premises or external sites acceptable to Kannur University, at vendors cost.

The training module should comprise:

- Schedules as per user convenience
- Sufficient copies of comprehensive material, books and hand-outs
- Courseware and other publications meeting Kannur University 's needs

#### **27. Documentation**

Vendor shall have to supply all necessary software documentation and documentation for the training, use and operation of the software. This shall include original copies per location of the user manuals, reference manuals, operations manuals etc.

#### **28. Force Majeure**

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented. If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the

other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

### **29. Termination**

Kannur University reserves the right to terminate the contract by giving due notice in case of breach of any of the material obligations under the contract, if committed by the vendor, during the contract period.

The contract may also be terminated in case of any unsatisfactory service performance during the contract period with due notice.

### **30. Arbitration**

In the event of a dispute or difference of any nature whatsoever between Kannur University and the vendor during the course of the assignment arising as a result of this proposal, the same shall be referred to an arbitrator to be nominated by the Vice Chancellor of the Kannur University. The arbitrators so nominated shall be a person in the status of a retired High Court Judge or a retired District Judge. The notice for nominating an arbitrator shall be given within three months of the date of raising the dispute of difference. The provisions in the Arbitration and Conciliation Act 1996 will be applicable.

### **31. Jurisdiction**

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be at High Court of Kerala. The jurisdiction of any other court in any place other than High Court of Kerala is specifically excluded.

### **32. Indemnity**

The vendor shall, during the subsistence of the agreement, indemnify and keep indemnified harmless the Kannur University from and against all the claims, losses and damages caused by the negligence of vendor's personnel to any person or property arising out of the use or possession of the equipment or location by vendor or its personnel, as also arising out of any defect in title to the goods.

### **33. Confidentiality**

The vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party. In case of non-compliance of the confidentiality agreement, the contract is liable to be repudiated by Kannur University. Kannur University shall further have the right to regulate vendor staff.

The vendor shall not divulge to any person handling other divisions, subsidiaries or groups of the vendor., and its service support agency any information obtained by it in the course of its execution of its work and all the information gathered by the vendor shall be treated as professional communication and confidential. Any violation of this clause shall be liable to cancellation of the contract and invoking the bank guarantee without notice to the vendor.

### **34. Standards**

All standards to be followed shall adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards for software.

**(Letter of Offer)**

(To be printed in the Official Letter head)

Date:

To

Controller of Examinations  
Kannur University  
Mangattuparamba  
Kannur University Campus P.O  
Kannur 670 567

Dear Sir,

Sub: Development, installation and maintenance of examination software

Having examined the bid document and specifications, I/we hereby submit my/our offer for development, installation and maintenance of examination and allied software. We have also gone through the Kannur University's terms and conditions for the development, installation and maintenance of examination and allied software before submitting this letter of offer.

I/We submit herewith documents duly signed by me/us at each page, as a token of acceptance of the provisions of the documents.

Thanking you,

Yours sincerely

Name, Designation

**Documents to be produced for fulfilling eligibility criteria**

1. Proof of the financial turnover for the past three years  
Audited balance sheet of profit and loss account with schedule notes and audit report under companies act / income tax act for the last three financial years
2. Address of vendors at different locations
3. List of current clients – universities /educational institutions  
A certificate from the University / Educational institution regarding the software developed and installed by the vendor should be enclosed

**Financial Bid**

(To be printed in the Official Letter head)

Date:

To

Controller of Examinations  
Kannur University  
Mangattuparamba  
Kannur University Campus P.O  
Kannur 670 567

Sub:-Expression of Interest for Examination Software

Dear Sir,

I / We hereby tender the development, installation and maintenance of examination and allied software

- 1. Total Price (inclusive all taxes) of the product for development, installation and maintenance having the warranty period of 36 months :**

(Rs.)

(Rupees.....)

- 2. Annual Maintenance Charge after the warranty period of 36 months**

(Rs.)

(Rupees.....)

Name

Designation

Signature

Company Name