

Request for Proposal (RFP)
for
Selection of Implementing Agency (IA)

For

**Development and Deployment of Online Integrated
Library Management solution using Koha and to
provide training, and support to libraries affiliated to
Kerala State Library Council.**



**Kerala State Library Council,
Kuravankonam, Kowdiar P.O.
Thiruvananthapuram – 695003, Kerala**

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1 Abbreviations & Definitions

FOSS	Free and Open Source Software
KSLC	Kerala State Library Council
CSP	Content Service Provider
CV	Curriculum Vitae
EMD	Earnest Money Deposit
FRS	Functional Requirement Specifications
IA	Implementation Agency
CD	Compact Disc
O&M	Operations and Maintenance
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
RFP	Request For Proposal
SDC	State Data Centre
SDLC	Software Development Lifecycle
SLR/A	Service Level Requirements/Agreement
SRS	Software Requirement Specifications
UAT	User Acceptance Testing

DEFINITIONS

Tender Document: -	The RFP issued as part of this project (This document).
Tender Form: -	This form issued by Govt. of Kerala as per the Store Purchase Rule and is non-transferable.
Implementing Agency: -	The successful bidder.
Client: -	Kerala State Library Council/Govt. of Kerala.

2 Invitation for Proposal

- 2.1.1 This RFP Document bearing no F3/5868/2012-13 is being issued by the Secretary Kerala State Library Council, Kuravankonam, Kowdiar P.O., Thiruvananthapuram – 695003, invites proposal from eligible organizations for Development of an Online Integrated Library Management solution using KOHA for the use of KSLC and libraries to it and its Deployment and Training.
- 2.1.2 Bidder agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 2.1.3 This RFP document is not transferable.
- 2.1.4 Bidder agencies are requested to attend a pre-bid conference on 4th July 2013 as per details provided below.

2.2 Information Sheet

Table 1

S. No.	Information	Details
1.	RFP reference number and date	NoF3/5868/2012-13 dated 31-May-2013.
2.	Last date for submission of electronically/written queries for clarifications (E-mail-id keralaslc@gmail.com)	6 th July 2013.
3.	Release of response to clarifications	15 th July 2013.
4.	Last date (deadline) for receipt of proposals in response to RFP notice	29 th July 2013, 1.00 PM
5.	Place, Time and Date of opening of Technical proposals received in response to the RFP notice	Kerala State Library Council Office, Kuravankonam, Kowdiar P.O., Thiruvananthapuram – 695003 (on 29 th July 2013 at 3.00 pm)
6.	Place, time and date of pre-bid meeting	Kerala State Library Council Office on 6 th July 2013 at 3.00 pm
7.	Place, Time and Date of opening of Financial proposals received in response to the RFP notice (time and date will be informed technically qualified bidders later).	Kerala State Library Council Office, Kuravankonam, Kowdiar P.O., Thiruvananthapuram – 695003 .

S. No.	Information	Details
8.	Proto type demonstration cum technical presentation-Place and Date	At Kerala State Library Council Office on 12 th & 13 th August 2013.
9.	Contact Person for queries	Secretary, Kerala State Library Council, Kuravankonam, Kowdiar P.O., Thiruvananthapuram, Kerala. Off: +91 0471 2438802 E-mail:keralaslc@gmail.com
10	Addressee and Address at which proposal in response to RFP notice is to be submitted:	The Secretary, Kerala State Library Council, Kuravankonam, Kowdiar P.O., Thiruvananthapuram, Kerala, India – 695 003

Other important information related to Bid

S. No.	Item	Description
1	Cost of Tender	Cash for Rs.4,200+VAT/-
2	Earnest Money Deposit (EMD) in the form of a Demand Draft/Bank Guarantee	Cash/ Demand Draft for Rs.28,000/-in favour of Secretary, Kerala State Library Council, payable at Thiruvananthapuram.
3	Bid Validity Period	180 days from the last date (deadline) for submission of proposals
4	Deadline / last date for furnishing performance security	Within 14 working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier

5	Performance security value (Performance Bank Guarantee)	10% of contract value , format is annexed in Form 6
6	Performance security validity period	6 Months beyond expiration of contract period

3 Instructions to Bidders

3.1 Introduction & Issuer

- 3.1.1 KSLC invites eligible bidders to submit their Technical and Financial offers for Design, Development, Testing, Implementation of an Online Integrated Library Management solution using KOHA and its Deployment and Training to the Libraries affiliated to KSLC in accordance with the conditions and manner prescribed in this Request for Proposal (RFP) document.

3.2 Purpose

- 3.2.1 The purpose of this Request for Proposal (RFP) is to seek the services of a reputed firm that would conduct design, develop, test, implement an Online Integrated Library Management solution using KOHA and its Deployment and conduct training to the personnel from KSLC affiliated Libraries across the State. This document provides information to enable the bidders to understand the broad requirements to submit their "Bids". The detailed scope of work is provided.

3.3 Cost of RFP/Tender

- 3.3.1 The Tender form and RFP can be purchased by remitting a cash of Rs.4,200/-+VAT at KSLC office. Only one hard copy of this tender form will be furnished to each bidder. The tender documents can be had from KSLC's office, also can be downloaded from the Govt. website (<http://www.kerala.gov.in>, under a sub-head 'Tender').

3.4 Transfer of RFP/Tender

- 3.4.1 The RFP / Tender form is non- transferable.

3.5 General Conditions

General Conditions:	
1	Vendor should have executed a minimum 30 software projects
2	Vendor should have a minimum of 30 installations in India.
3	Source Code, user manual, and other documentation of the software should be provided to the Secretary, for the initial version and every subsequent version in CD-Rom/DVD/print as applicable. The Intellectual Property rights also to be vested with Kerala State Library Council
4	Vender should have minimum annual turnover of 50 lakhs (Audited statement and Balance Sheet for the year 2012-13 must be enclosed with the Technical Bid as proof)
5	Vender should provide at least one resource person who is knowledgeable in library and information science(CV must be enclosed)

3.6 Completeness of Response

- 3.6.1 Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 3.6.2 The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

3.7 Proposal Preparation Costs

- 3.7.1 The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by KSLC to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. KSLC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 3.7.2 This RFP does not commit KSLC to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.
- 3.7.3 All materials submitted by the bidder become the property of KSLC and may be returned at its sole discretion, provided, any materials which are identified as "Proprietary and Confidential Material of Bidder" shall remain the property of such bidder and the KSLC shall maintain confidentiality of such materials.

3.8 Signing of Communication to KSLC

- 3.8.1 All the communication to KSLC including this RFP and the bid documents shall be signed on each page by the authorized representative of the bidder.
- 3.8.2 A letter of authority or power of attorney authorizing the signatory of the proposal should be attached with the bid.

3.9 Pre-Bid Meeting

- 3.9.1 KSLC will host a Pre-Bid Meeting.
- 3.9.2 It is not mandatory for bidders to attend this meeting.
- 3.9.3 The meeting will be held at KSLC Office on 6th July, 2013 at 3.00 pm.
- 3.9.4 The purpose of the meeting is to provide bidders with information regarding the RFP and the Project requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project. However, KSLC reserves the right to hold or not to hold the pre-bid conference.

3.10 Bidder inquiries and KSLC's responses

- 3.10.1 All enquiries / clarifications from the bidders, related to this RFP, must be directed in writing exclusively to the contact person notified in this RFP document.
- 3.10.2 The preferred mode of delivering written questions to the aforementioned contact person would be through mail or email. Telephone calls will not be accepted. In no event will the KSLC be responsible for ensuring that bidders' inquiries have been received by KSLC.
- 3.10.3 After distribution of the RFP, the contact person notified by KSLC will begin accepting

written questions from the bidders. KSLC will endeavour to provide a full, complete, accurate, and timely response to all questions. However, KSLC makes no representation or warranty as to the completeness or accuracy of any response, nor does KSLC undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be distributed to all short listed bidders.

- 3.10.4 No request for clarification from any bidder shall be entertained after the deadline specified for submission of queries.

3.11 Amendment of RFP Document

- 3.11.1 At any time till 10 days before the deadline for submission of bids, KSLC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment. All the amendments made in the document would be published on the website
- 3.11.2 The KSLC also reserves the rights to amend the dates mentioned in this RFP for bid process.
- 3.11.3 In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bids, KSLC may, at its discretion, extend the last date for the receipt of Bids by a reasonable period.

3.12 Supplemental Information to the RFP

- 3.12.1 If KSLC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements or corrigendum to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

3.13 KSLC's right to modify submission deadline

- 3.13.1 KSLC may, in certain circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum or by intimating all bidders who have been provided the proposal documents, in writing or by facsimile, in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3.14 KSLC's right to scale up and scale down the volume and scope of work.

KSLC will have the liberty to scale up and scale down the scope and volume of work depending upon the availability of funds. In case there is a reduction in scope or volume of work, reduction in payouts will be made on a pro-rata basis.

3.15 KSLC's right to terminate the process

- 3.15.1 KSLC may (if required) terminate the RFP process at any time and without assigning any reason. KSLC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 3.15.2 This RFP does not constitute an offer by KSLC. The bidder's participation in this process may result in KSLC selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by KSLC to execute a contract or to continue negotiations. The KSLC may terminate negotiations at any time without assigning any reason.

3.16 Earnest Money Deposit and its amount (EMD)

- 3.16.1 Bidders shall submit, along with their Bids, an Earnest Money Deposit in the form of a **Cash / Demand Draft** in favour of Secretary, KSLC payable at Trivandrum valid for six months. EMD in any other form shall not be entertained.
- 3.16.2 The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD.
- 3.16.3 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 30 days after the award of the contract to the Implementation Agency.
- 3.16.4 The EMD may be forfeited:
 - 3.16.4.1 If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
 - 3.16.4.2 In the case of a successful bidder if the Bidder fails to sign the Contract for any reason not attributable to the KSLC or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
- 3.16.5 The EMD shall be submitted with the technical bid in a separately sealed envelope as mentioned in this section. Bids submitted without adequate EMD will be liable for rejection.
- 3.16.6 During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the KSLC regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.
- 3.16.7 During the bid process, if any information is found wrong / manipulated / hidden in the bid, the EMD will be forfeited. The decision of KSLC regarding forfeiture of the Bid Security and rejection of bid shall be final & shall not be called upon question under any circumstances.

3.17 Submission of Bids

- 3.17.1 The bidders should submit their offers in two parts namely, "Technical bid" and "Financial Bid" and in the format given in this document
 - 3.17.1.1 Technical Bid - (2 printed copies) in one cover
 - 3.17.1.2 Financial bids - (2 printed copies) in one cover
- 3.17.2 Each copy of Technical Bid (Annexure-3) and Financial Bid (In the format Mentioned in Annexure-4) of the Tender should be covered in separate sealed covers superscribing "Technical Bid" and "Financial Bid" respectively. Each copy of each bid should also be marked as "Original" and "First copy" " as the case may be. All the two copies of each bid should be put in a single sealed cover super-scribing "Technical Bid" and "Financial Bid" as the case may be. Please Note that Prices should not be indicated in the Technical Bid but should only be indicated in the Financial Bid.
- 3.17.3 The two envelopes containing copies of Technical Bid and Financial Bid should be put in another single sealed envelope clearly marked Development of an Online Integrated Library Management solution using Koha and its Deployment and Training". These envelopes are to be superscribed with Tender Number and the wordings **"DO NOT OPEN BEFORE 15:00 hours on 29th July 2013"**.
- 3.17.4 The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".

- 3.17.5 Each copy of the tender should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. Any deficiency in the documentation may result in the rejection of the Bid.
- 3.17.6 In case of any discrepancy observed by the KSLC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- 3.17.7 As part of the bid, Bidder should also provide the Technical and Financial Bid in soft copy format, in the form of a non-re-writeable CD (Compact Disc) as follows:
- 3.17.7.1 Two (2) copies of CD each containing the technical bid - The CDs containing technical bid should be sealed along with the hard copies of the respective technical bids. The CD should contain a single PDF file with all the relevant information included in a sequence exactly as in the paper proposal.
- 3.17.7.2 Two (2) copies of CD each containing the financial bid - The CDs containing Financial bid should be sealed along with the hard copies of the respective Financial Bids. Each CD should contain a single PDF file with all the relevant information included in a sequence exactly as in the paper proposal.
- 3.17.8 All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a "Permanent Pen/Marker", should be super-scribed with "Technical Bid-Soft Copy from <<Bidder Name>>" / "Financial Bid-Soft Copy from <<Bidder Name>>" (as the case may be) and should bear the name and number of the tender.
- 3.17.9 Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy is observed by the KSLC in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.
- 3.17.10 Bidder must ensure that Technical Bid CDs do not contain any Commercial items / prices.
- 3.17.11 Telex/Telegraphic/Tele-fax bids will not be considered. All out-station bids, if sent by post, should be sent under registered cover.
- 3.17.12 If the outer envelope is not sealed and marked as indicated above, the KSLC will assume no responsibility for the bid's misplacement or premature opening.

3.18 Authentication of Bid

- 3.18.1 The original and all copies of the bid shall be typed or written in indelible ink. The original and all copies (hard copies) shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization from the organisation's Managing Director/CEO authorising the representative to sign the documents accompanying bid in case the Director/CEO is not signing the bid document. All pages of the bid shall be initialled and stamped by the person or persons signing the bid.

3.19 Validation of interlineations in Bid

- 3.19.1 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

3.20 Cost of Bidding

- 3.20.1 The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by the KSLC. The KSLC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

3.21 Language of Bids

- 3.21.1 The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the KSLC, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 3.21.2 This bid should be filed in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

3.22 Bid Submission Format

- 3.22.1 The entire proposal shall be strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be rejected.

3.23 Documents Comprising the Bid

- 3.23.1 The bids prepared by the Bidder shall comprise of the following:
- 3.23.1.1 Original Tender Form issued to the bidder from KSLC, signed by the bidder along with the terms and conditions as stipulated in the Tender form printed in Non Judicial Stamp Paper worth Rupees 100 and signed by the bidder
- 3.23.1.2 Proposal Covering letter in Company/ organization letter head.
- 3.23.1.3 A board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFP or Power of Attorney executed by the Bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender.
- 3.23.1.4 Self-declaration by the bidder that the bidder has not been debarred / blacklisted by any Govt. / Semi-Govt. organization for quality of services / product and there is no major complaint against the bidder by any organization
- 3.23.1.5 Earnest Money Deposit (EMD) amount of Rs 28,000/- in the form of Cash/ Demand Draft
- 3.23.1.6 Tender Form fee of Rs 4,200+VAT /- in the form of Cash
- 3.23.1.7 Technical proposal (Sample Proposal attached as Annexure-3)
- 3.23.1.8 Financial proposal (Sample Proposal attached as Annexure-4)

3.24 Negotiations, Contract Finalization and Award

- 3.24.1 KSLC reserves the right to negotiate with the bidder(s) whose technical proposal has been ranked first by the tender evaluation committee on the basis of best value to the Project.
- 3.24.2 If KSLC is unable to finalize a service agreement with the bidder ranked first based

on technical proposal, KSLC may proceed to the next ranked bidder, and so on until a contract is awarded.

3.25 Award Criteria

3.25.1 KSLC will award the Contract to the bidder whose Technical Bid has been determined to be substantially responsive and has been determined as the Best Value Bid (a proposal which qualifies in commercial evaluation stage and provides the lowest financial quote), provided further that the bidder has demonstrated that it is qualified to perform services required for the project satisfactorily. – The Proposed Scoring is attached as Annexure-2

3.26 KSLC's right to accept / reject any or all proposals

3.26.1 KSLC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for KSLC's action.

3.27 Evaluation Process

3.27.1 Tender Evaluation Committee, The Tender Evaluation Committee constituted by the KSLC shall evaluate the tenders.

3.27.1.1 The decision of the Tender Evaluation Committee in the evaluation of the Technical and Financial bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

3.27.2 Overall Evaluation

3.27.2.1 Tender Evaluation Committee will evaluate and compare the bids determined to be substantially responsive and compatible. It is Tender Evaluation Committee's intent to select the proposal that is most responsive and suitable to the project needs.

3.27.2.2 The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

3.27.3 Evaluation of Bids

3.27.3.1 Tender Evaluation Committee will carry out a detailed study of the Technical proposal received by it in order to determine whether the solution offered are suitable and compliant with the requirements.

3.27.3.2 Proposal Presentations/Pilot Demonstration: The committee may invite each bidder to make a presentation. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the evaluation committee and the key points in their proposals. This will enable the committee to understand the suitability of the solution offered by the agencies. The prototype to be demonstrated for the evaluation of the technical bid should have the following:

- At least 50% requirements specified in Part – 1 A, B, C of Annexure – 1
- All functionalities mentioned in Part 2 of Annexure – 1
- A database of minimum 100 records for books (Malayalam-50, Hindi-20, Tamil-15 and Kannada 15). Apart from this 15 records should be entered live during the demonstration. (Fields required are Author, Title, Publisher, Year, Price, Language, Accession No., and Call No.)

- A database of minimum 20 members (Class- A :10, Class-B: 10). Apart from this 5 records should be entered live during the demonstration. (Fields required are Name, Address, Phone, Membership Class/Category, and Membership No., Subscription, Admission Fee)
- The bidder should display the full lifecycle using the functionalities
- All the three interface viz, Admin, User, and OPAC should be shown in both English and Malayalam.
- In OPAC, Unicode based multi lingual search should be demonstrated.
- Virtual Keyboard for all languages covered should be available

3.27.3.3 The Financial Bids of the bidders shall be opened by KSLC in presence of the bidders or bidder representative present at the venue during time of opening the Tender. The Financial evaluation will take into account the information supplied by the Bidders in the Financial Proposal, and shall evaluate the same as per the evaluation criteria specified in this RFP.

3.27.4 Substantially Responsive and suitable Bids

3.27.4.1 A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal.

3.27.4.2 Any attempt by a Bidder to influence the bid evaluation process may result in the rejection of the Bidder's proposal.

3.27.5 Technical Bid Evaluation

3.27.5.1 The technical bids shall be evaluated by the Evaluation Committee to understand the suitability of the solution offered.

3.27.5.2 The Evaluation Committee will examine the technical proposals based on the information furnished by the bidders in the technical proposal and may request the bidders to do a presentation.

3.27.5.3 Each Proposal will be examined on the following criteria:

3.27.5.3.1 Understanding of the Project objective and Scope of work

3.27.5.3.2 Capability of the Proposed Team and Deployment Plan – Experience and Capability of the proposed team in similar projects and technologies and relevant certifications, if any, of the project team which might help in project delivery.

3.27.5.3.3 The Deployment Plan of the proposed team

3.27.5.3.4 Feasibility and Technical Viability of the Proposed Technical Solution: This will include the Bidder's Design, Development and Implementation plan, its deployment of sound project management strategy, the quality, responsiveness, responsibility, reliability and comprehensiveness of the proposed technologies, adherence to standard Information Systems Security Policies etc.

3.27.5.3.5 User Friendliness in Access, Ease of Use and Scalability of the prototype demonstrated during technical presentation.

3.28 Financial Bid Evaluation

- 3.28.1 The Financial Bid will also be submitted at the same time along with the Technical Bid.
- 3.28.2 The financial bids of only those bidders who have secured a Technical score (as mentioned above) of 70 or more (including 70) will be considered as technically qualified and only the financial bids of those bidders will be opened.
- 3.28.3 The project will be awarded to the bidder who has been technically qualified and quoted the lowest Financial Bid value.

3.29 Notification of Award

- 3.29.1 Prior to the expiration of the period of proposal validity, the Implementation Agency will be notified in writing or by fax or email that its proposal has been *accepted*.
- 3.29.2 *The notification of award will constitute the formation of the Contract.* Upon the Implementation Agency's executing the contract with department, KSLC will notify each unsuccessful bidder.
- 3.29.3 Bidders should not have conflict of interest with respect to any of their ongoing projects with the Government of Kerala or KSLC.
- 3.29.4 The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within seven (7) days of receiving the notification.

3.30 Signing of Contract

- 3.30.1 The notification of the award shall constitute signing of the agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement.
- 3.30.2 At the same time as the KSLC notifies the successful Bidder that its bid has been accepted, the KSLC will send the Successful Bidder the Proforma for Contract, incorporating all agreements between the parties.
- 3.30.3 Within Fifteen (15) days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the KSLC.
- 3.30.4 Such agreements shall cover, in detail, aspects/ terms of the Contract such as (indicative only, and not restricted to):
 - Performance security
 - Contract form
 - Warranty Payment
 - Prices
 - Assignment
 - Sub-contracts
 - Termination
 - Applicable Law
 - Notices
 - Change orders
 - Taxes and Duties
 - Confidentiality
 - Limitation of liability
 - Training and consultancy

- Technical Documentation
- Application Software terms
- Software ownership rights
- Source code support
- Bidder's obligations
- KLSC's obligations
- Intellectual Property Rights

3.31 Performance Bank Guarantee

- 3.31.1 The Implementation Agency shall at its own expense, deposit with KSLC, within seven (7) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Bank acceptable to KSLC, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- 3.31.2 This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- 3.31.3 The performance bank guarantee shall be valid till the end of three months after the expiration of contract period and should be in the format prescribed in this RFP.
- 3.31.4 The Performance Bank Guarantee may be discharged/ returned by KSLC before the expiry of the same as stipulated above upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 3.31.5 In the event of the Bidder being unable to service the contract for whatever reason, KSLC would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of KSLC under the Contract in the matter, the proceeds of the PBG shall be payable to KSLC as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. KSLC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- 3.31.6 KSLC shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

3.32 Intellectual Property Rights and Ownership of Source Code

- 3.32.1 Being a Government work and a work for hire, the end product of the work assignment carried out by the IA, in any form, will be the sole and exclusive property of the Client and will be credited only to the Client without any reference to the Consultant. All IPR rights are reserved with the Client and will be vested solely with the Client. All source codes used and generated, documentation used and generated thereof will be the sole property of the Client which will have the sole and liberty and privilege to use the information and deliverables provided by the IA in connection with this project in any appropriate manner as deemed fit, for the purpose of furtherance of the proposed and existing Government initiatives by deploying it anywhere in the

State of Kerala. The client will be true and original owner and author of the work and its derivatives with the exclusive and absolute Intellectual Property Right over the whole content and in piecemeal with all its cognate expressions and variations thereto. The IA shall not stake any claim directly or indirectly over any work related to this project.

- 3.32.2 After the completion of the software development, within thirty (30) days the vendor must provide source version of all software and all associated manuals to KSLC. Since the Software development is carried out using government money the IPR and the ownership of the source code and documentation generated thereof will vest with the KSLC and will have the liberty to deploy it within the state for extending the reach of its activities.

3.33 Payment Schedule

The IA will be paid fee as a percentage of the contract value as per the schedule given below:

Sl.No	Description	Payment
1	Submission of SRS	10%
2	Submission of Beta Version	20%
3	Installation	20%
4	Training 1 st phase	10%
5	Training 2nd phase	20%
6	Final approval and handing over source code and strategic control	10%
	Total	90%

Total 90% will be disbursed on attainment of milestone no.6 as above. 10% will be retained till the completion of warranty period and subsequently released.

3.34 Warranty & Maintenance

- 3.34.1 The Implementation Agency shall provide a comprehensive warranty for a period of one year, commencing from the date when the acceptance is completed as per the Acceptance Criteria outlined in this RFP.
- 3.34.2 The warranty should include that the software designed and developed by the Implementation Agency under this Contract shall have no defect arising from design or workmanship or from any act or omission of the bidder that may develop under normal use of the supplied Software. The Bidder shall specify normal operating environmental conditions in the Contract.
- 3.34.3 During the Warranty period, the Implementation Agency will provide all updates, patches/ fixes, version upgrades and new versions if any within 15 days of their availability and should carry out installation and operationalisation of the same at no additional cost to KSLC.

- 3.34.4 The Implementation Agency hereby represents and warrants that the Software as delivered does not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights, or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses and other transfers of Intellectual Property Rights and the warranties set forth in the Contract, and for department to own or exercise all Intellectual Property Rights as provided in the Contract. Without limitation, the Vendor shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities whose services are used for development of the Software.
- 3.34.5 The Implementation Agency warrants to KSLC that the system proposed to be developed and maintained by bidder represents a complete, integrated solution meeting KSLC's requirements and will provide the functionality and performance, as per the terms and conditions and Service Level Agreements under the contract.
- 3.34.5.1 The Implementation Agency shall accept responsibility for the successful implementation and operation of the proposed System and for the compatibility of the various software, hardware and networking components.

3.35 Failure to agree with the Terms & Conditions of the RFP/Contract

- 3.35.1 Failure of the Implementation Agency to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

4 Project profile

4.1 Background

The Kerala State Library Council is an autonomous body under the Higher Education Department of Govt. of Kerala. It is a statutory apex body of public libraries in the state. It is the successor of Kerala 'Grandhasala Sanghom' formed by the amalgamation of Libraries which were functioning in the erstwhile Travancore Cochin and Malabar regions in Kerala. State Library Council is quite unique in the fact that it is constituted through a democratic process giving representation to all public libraries in the state and functions as the core of the cultural life of Kerala.

As per the Public Library Legislation in Kerala 1989, a three-tier system is followed in the administration of libraries in Kerala viz, the State Library council, District Library Councils and Taluk Library Councils. This is a purely democratic set up where the members of the councils are elected democratically by the users of the library from among themselves. Thus there is strong participation of people in the public library movement in Kerala and is an ideal network for reaching the grass roots in the State. The total number of libraries affiliated to the State Library Council so far is around 7500. These libraries are graded as A, B, C, D, E & F grades on the basis of certain norms. Annual gradation is done to assess the functioning of libraries and annual grant and librarian allowance are distributed on the basis of grades assigned to them during the annual gradation process.

The State Library Council has already undertaken various innovative programmes aimed at the invigoration of all the affiliated libraries under its ambit. Some of the programmes are given below:

1. Survey of Reading habits
2. Enhancement of Library grant and Librarian allowance
3. Establishment and Modernization of District, Taluk and Model Village libraries
4. Establishment of Academic Study Centres
5. Launching of Career Guidance Centres
6. Model Non-formal Education centres
7. Book Distribution scheme for Rural women
8. All kerala Reading competition for School students
9. Sanatorium Library Service
10. Jail and Juvenile home library service
11. Book Banks
12. Children's activities-'Balakairali' Nursery school and 'Balavedhies'
13. Establishment of Rural Information centres
14. Taluk Reference Libraries
15. Book Binding Units
16. Certificate Course in Library & Information Science
17. Training programme for Library workers
18. Cultural and Literary programmes
19. Establishment of Tribal Libraries
20. Establishment of 'Vanitha vedhies'
21. Orphanage Library Service
22. Hermitage Library Service

Now, the State library council is embarking on a programme of modernizing the public libraries. Rapid development that has happened in Information and Communication Technologies (ICT) arena has created new avenues for the development of Library and Information Services. A modern library cannot afford to ignore the use of ICT in its day-to-day activities and also in disseminating the fruits offered by new technologies to the grassroots in the State. Case studies from across the globe have brought to light that the right use of computers in the various library functions would help manage them efficiently and effectively, resulting in improved efficiency and economy. Therefore the State library council gives top priority for computerization of libraries. Since computerization of all the existing libraries at a single go is a herculean task, and hence the ICT related activities are planned to be rolled out in two phases, the first phase - a pilot phase, where in the requisite software will be developed and deployed in selected affiliated libraries on the basis of e-readiness (ICT Infra availability, e-literacy amongst the Staff, or as decided by the KSLC), and finalizing the bug-free software. In the second phase it will be a statewide rollout, covering all the affiliated libraries.

For library computerization, specially designed software oriented to the functions to be carried out in libraries is inevitable. Since more than 90% of our library collection is in Malayalam, the readers would like to have a database prepared in Malayalam language. Open source library management software with Unicode support, future scalability, and unlimited freedom, like KOHA may be hosted centrally and standardized platform customized for different libraries may be offered online as a hybrid Software as a Service (SAAS) model as detailed below for use in all our public libraries geographically distributed across the State. Since the exact configuration and deployment of the proposed system has not been finalized, the winning bidder must provide a flexible architecture to accommodate current as well as future scalability requirements.

4.2 Proposed Architecture

- 4.2.1 Each affiliated library may house, hardware, software, and data files for specific to that library located on different geographies of the state and views and maintains its own data and locally controls the profile and security configurations for that local

library. Libraries within a cluster also share authority records as well as maintain local authority records. OPAC searches for various libraries can be done within and across the libraries under KSLC. Since the exact configuration and deployment of the proposed system has not been finalized, the winning bidder must provide the flexibility to accommodate a number of different configurations and still provide needed functionality for KSLC. viz., A state-of-the-art integrated library system that provides access to public services, collection management, and technical services functions. A system that enables each KSLC affiliated libraries to view and maintain its own data with local control of profile and security configurations and at the same time Allow for the integration of electronic resources and OPAC searches

- 4.2.2 The system maintains each library's individualized bibliographic data with separate profiles and security configurations. Supports separate processing units within a shared bibliographic database if desired by a library. Should indicate the existence of other, related records to staff. Explain the record structure in terms of how the various record types relate to each other. Automatically enters enough "brief" identifying information from a bibliographic record in related records without staff having to retype it. Supports the automatic update of "brief" title information in all related records when a change is made to the bibliographic record. Supports easy movement among all modules (functions). Supports individual user access to all authorized functions with one secured login.

4.3 Training to Members from Libraries under KSLC

- 4.3.1 Training for the proposed system will follow a train the trainer model. Two types of designated staff will be trained. Functional support staff from the participating libraries will be provided training in the operation of the software, and a specialist group will have to be trained in handling the administration functional modules and also operate and maintain the system hardware and software.

Describe any functional and/or systems administration support training the vendor requires of library staff.

Describe the courses of training provided to enable the staff to become familiar with system functions and operations, including, but not limited to:

- a list of all deliverable training modules.
- maximum number of trainees per class and the total number of days of training for each module.
- whether it is possible to purchase additional training days.
- Availability of other training aids such as videos, software tutorials, or Web-based instruction.
- availability of computer-based training.

Indicate if training sessions for systems administration cover topics, including, but not limited to:

- appropriate administrative functions including supervisory override procedures such as data backup and restoration.
- common causes of system failure and the remedy for each.
- how to obtain support for the correction of system problems.
- installation and support of client software applications.

- 4.3.2 The IA is required to provide training to officers of each of the participating Libraries in using of the Library Management Solution Deployed.

- 4.3.3 The training curriculum shall include introduction to the software system and its benefits, how to use the application, understanding and addressing practical issues in the roll out of the software solution. Training must encompass the use of administrative modules, enabling the users to create user accounts, set privileges, and to enter the details.
- 4.3.4 The IA should perform a Training Need Assessment prior to commencement of the training programme. If necessary, and must seek the approval of KSLC before finalizing the contents, the IA should provide one session on Computer Basics of 2 hours duration prior to commencement of the Library Management Application specific training.
- 4.3.5 Training shall also be provided for basic trouble shooting activities in case of problems.
- 4.3.6 For ease of training roll out, the IA can consolidate and provide training at the District Headquarters. All Districts of Kerala are required to be covered.
- 4.3.7 Training material shall be prepared in Malayalam.
- 4.3.8 The language for training delivery shall primarily be Malayalam.
- 4.3.9 KSLC will either provide the infrastructure or bear the cost associated with providing the infrastructure at the locations where the librarians needs to be trained.
- 4.3.10 The Target Groups for Training are stated in table below: - The Implementation Agency shall provide training as per following proposed training plan:

Table 2.Training plan

Location	User Group	Number of Training Days expected per staff member	Approx. number of participants
Thiruvananthapuram, Ernakulam and Kozhikode	Advanced users/Specialist Group	2 Days each	Total - 130
14 Districts in Kerala.	Librarians and Library workers	2 Days each	In batches of 30, Total 420

- 4.3.11 The training audience size is indicative and a maximum of 10 to 15% tolerance can be envisaged. This is owing to the possible attrition..
- 4.3.12 The Implementation Agency shall provide training to above-mentioned users in batches. A detailed training schedule, including the dates, areas to be covered, time and the training literature at various stages of the cycle and feedback for effectiveness will be agreed to by both parties (KSLC and the Implementation Agency) during the performance of the Contract.

4.4 Detailed scope of work

- 4.4.1 The scope of work to be executed by the Implementation Agency as part of this project shall include the following:
- 4.4.1.1 Perform preparatory study in terms of existing infrastructure, training needs and measures required for implementation of the system
- 4.4.1.2 Study the Functional Requirement Specifications and detail it to create:

- 4.4.1.2.1 Software Requirement Specifications
- 4.4.1.2.2 Software design – High level and detailed design
- 4.4.1.3 Prepare Project Implementation Plan and obtain approval of KSLC
- 4.4.1.4 Carry out Software Development.
- 4.4.1.5 Create a central database of Malayalam books (approximately 60,000) using authoritative published sources, in Malayalam, classification may be done using Dewey decimal classification system with applicable local variations
- 4.4.1.6 Facilitate the conduct of User Acceptance Testing by officials of KLSC
- 4.4.1.7 Perform data migration/ digitization as may be necessary as a step to enable speedier rollout.
- 4.4.1.8 Creation of database of individual libraries, physical processing of books (including classification using Dewey Decimal Classification system with applicable local variation, generating and pasting spine label, barcode labels) of individual libraries.

The following sub-sections provide details of the scope of work envisaged for the IA in each of the areas/phases.

4.5 Implementation Timeline

- 4.5.1 Notification of a Person / 2-3 person Team (a working group) from KLSC as Single Point of contact for transferring domain knowledge about the processing etc. within 7 Days from finalization of the contract (Action KSLC) The bidder should intimate KLSC the details of the contact person/project manager for this project within 7 days (Action bidder).
- 4.5.2 Preliminary Study in consultation with major stakeholders KSLC and librarians of select libraries and Submission of the SRS to KSLC - 30 days
- 4.5.3 Approval or Vetting of the SRS by Tech Committee 14 days
- 4.5.4 Development of a Beta Version and demonstrating the same 30 days
- 4.5.5 Approval of the Beta version of the application 14 days
- 4.5.6 Pilot Deployment (Central Hosting plus local customization at select Libraries) 30 days
- 4.5.7 Training and Hand holding the Select Librarians /staff – Phase 1 & 2- Appox 40 days
Roll out of the final version of the software across all selected libraries

Tentative Modules and other details are annexed in Annexure-1

Annexure – 1

PART - 1	
A) Technical Requirements:-	
	Operating System: Linux [Debian, Fedora, and Red Hat] RDBMS: My SQL/PostgreSQL Web and Application Server: Apache / Tomcat Web browser based interface: Supporting all industry standard browsers such as Explorer, Firefox, Chrome, and Safari
B) Other Requirements:-	

	<ul style="list-style-type: none"> - Multi-tasking facility and customizable search. - Union catalog facility - Simple and clear interface in both English and Malayalam language - Integration with email applications - Unicode support for all languages - Ability to integrate with various web2.0 tools, RSS feeds, and similar plugins - Multiple level admin / user logins and permissions settings – user access management - Backup and restore functionalities - Automatic multilingual transliteration facility for search, retrieval and data entry. - Ability to handle multimedia and digital resources [MARC Tag 856] - Reports and ability to save reports in PDF, Word, Excel formats
C) Library Standards:-	
MARC21, AACR-II R2, OAI-PMH, SRU-SRW, NCIP Z39.83 ver 2.0, ISO 2709, Unicode 4.0 / 5.0, Z39.50, Code39 [barcode], Fedora Digital Object, Open URL	
PART - 2	
Library Software Modules and Functions:	
Acquisition:-	
	Ordering – Develop Order, Place Order, Receiving Invoicing - Accessioning, Budget – Managing Budget, Expenditure Analysis
Cataloguing:-	
	Record management – Enter title, Update / Modify / Remove Data Import / Export Stock Verification
Circulation:-	
	Manage Members Circulation – Checkout, check-in, renewal, reservation, fine collection
Serials:-	
	Serials management – Serial Details, Receive Issues, Reminders.
Events:-	
	Events Calendar: Add, modify, delete, attach notice / brochure / report.
Reports:-	
	Acquisition - Order, Invoice, Accession Register, Expenditure Analysis Cataloguing - Reports – spine label, barcode Circulation – Membership, Members list/id card, Transaction, Fine collection, Overdue reminders Serials – Serials List, Reminders, Events – Events Calendar, Event report/list
Settings / Utilities:-	

	User Management – Settings, Functions, Passwords. Parameters: Currencies, Exchange rates, Budgets, Vendors, Authority files, Member categories, Fines, Text for Notice / Orders / Reminders. This will have other functions for managing / maintaining the software.

Annexure -2

4.5.1 Technical Score

The technical evaluation score shall be based on the assessment of the following Criteria:

S.No	Eligibility Criteria	Weightage
1	Experience in implementing s/w projects (1/2 mark per project successfully completed subjected to a maxm of 15 marks)	15
2	Minimum 50 Lakhs Rupees Turn Over	10
3	Registered Office in Kerala	10
4	Project Team – Onsite and Offsite	10
5	Team Members Weightage for Domain expert in Library and Information Sciences	10
6	Expertise in handling Open Source Projects	10
7	Recognitions/ Meritorious Achievements	5
8	Technical Presentation /Prototype Demonstration	30
Total		100

Annexure -3

Technical Proposal - Formats

Proposal Form: Covering Letter

The bidders are required to submit the covering letter in the Format as given below. This form should be on the letterhead of the Company/Organization that's submitting the proposal.

Covering letter (On IA'S Letterhead)

Date:

To:

Dear Sir,

Sub: Proposal for Development of an Online Integrated Library Management solution using KOHA and its Deployment and Training

1.Having examined the Bidding Documents, the receipt of which is hereby acknowledged, we, the undersigned, offer to take up the project, in full conformity with the said Bidding Documents.

2.We undertake, if our bid is accepted, to commence work on this Project and to roll out the same within the respective times stated in the Bidding Documents.

3.We declare that we have studied Bid document and are making this proposal with a stipulation that you shall award us Contracts for the work as per the requirements mentioned under Scope of Work (SoW) and other services specified in the Bid Documents.

4.We have read the provisions of bid and confirm that these are acceptable to us.

5.We further declare that additional conditions, variations, deviations, if any, found in the proposal shall not be given effect to.

6.We undertake, if our bid is accepted, to commence the work on this Project immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.

7.If our bid is accepted, we undertake to provide a Performance Security in the form and amounts, and within the times specified in the Bidding Documents.

8.We agree to abide by this bid, consists of this letter, the Price Schedules, Attachments through to this Bid Form, for a period of bid validity from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

9.Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

Authorized Signatory:

Name and title of signatory:

Organization Details of the Bidder

Name of the applicant company		
Status of the Company	Private/Public/Partnership	
Name of the Key Person		
Address		
Village		
Taluk		
District		
PIN Code		
State		
STD Code		Phone No: Mobile No:
Fax No.	Email:	Website:
Years of Experience		Confirming to Eligibility Criteria: Yes / No

A1 Address in full including PIN code:

(a) Registered Office with telephone Nos./fax/e-mail:

(b) Administrative office with telephone Nos. / fax/e / mail:

Duly Attested Turn over Certificate

Please attach the duly attested turnover certificate given by the Company's auditor/CA/CS (*specifying the turnover in the field listed under the eligibility conditions*)

The annual turnover of the Company should be at least **Rs 50 Lakhs**:

- o IT applications or
- o Content provisioning or
- o Content development or
- o Content applications development

Certificate of Registration or Certificate of Incorporation, AoA and MoA

Please specify if the company is Registered in Kerala or not.

Experience of Work completed successfully

Sl	Department/ Agency	Nature of Service	Duration	Comments

Resumes of Key Personnel

S.No		
1	Proposed Position [only one candidate shall be nominated for each position]	
2	Name of Firm [Insert name of firm proposing the staff]	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment]	

Development of an Online Integrated Library Management solution using KOHA and its Deployment and Training

6	Brief Professional Experience	
7	Membership of Professional Associations	
8	Languages one can handle (Eng Mal Tamil Hindi Etc)	

Annexure- 4

Financial Proposal Format

In order to expedite the evaluation process, all the bidders are requested to quote their financials in the format mentioned below, failing which the bids will be summarily rejected.

S.No	Particulars	Fees (INR)
	Software Development	
	Training as per Training Schedule mentioned in the RFP	
	Miscellaneous Expense (specify each)	
	Taxes/Octrois/Levies	
	Total	

Note:

- 1) The Final amount in financial proposal should be inclusive of all taxes, octrois, and levies and out of pocket expenses. The Final amount should be mentioned in figures and words (both). In case of any contradiction in words and figures, during the evaluation of the proposals, the amount in **words** would be taken into consideration.
- 2) TDS and other taxes will be deducted as per government norms from the pay outs to the bidder.
- 3) **The cost of AMC after the completion of warranty period for a period of 2 more years may be quoted separately – (This is for reference purpose only and will not be accounted for arriving at the lowest quoted bidder)**

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for

And on behalf of.....

Date.....

Place.....