



# COCHIN DEVASWOM BOARD

Round North, Thrissur – 680 001

PH: 0484-2331124 E-mail. admin@cochindevaswomboard.org

CS/2391/2023

Dated:26/06/2024

## **NOTICE INVITING QUOTATION**

**Subject: Invitation of quotation in specified format for Design, Development, Implementation and Maintenance of Web Application for computerizing the Law Section of Cochin Devaswom Board as per Scope of Work & Specification Document.**

Sealed Quotation invited from eligible and competent vendors for Design, Development, Implementation and Maintenance of Web Application for computerizing the Law Section of Cochin Devaswom Board in format as given in Annexure- I with specified documents of Scope of work & Specification Document published with the notice.

### **Important Dates & Information**

<b>Name of work</b>	<b>Design, Development, Implementation and Maintenance of Web Application for computerizing the Law Section of Cochin Devaswom Board</b>
<b>Sealed quotation will be received up to (Date and time)</b>	<b>22/07/2024 2PM</b>
<b>Technical Presentation on Scope of Work</b>	<b>26/07/2024 10.30 AM</b>
<b>Quotations will be opened on(Date and time)</b>	<b>27/07/2024 2.00PM after technical presentation for shortlisted vendors only</b>
<b>Place of quotation submission and opening</b>	<b>Cochin Devaswom Board Head Office, Round North, Thrissur</b>

**Enclosure: Scope of Work & Specification Document**

**Sd/-  
Devaswom Commissioner  
Cochin Devaswom Board**

**COCHIN DEVASWOM BOARD**  
**Round North, Thrissur – 680001**  
**Phone: 0487-2331124**  
**Email: admin@cochindevaswomboard.org**

Scope of Work & Specification Document

For

Design, Development, Implementation and  
Maintenance of Web Application for  
computerizing the Law Section of Cochin  
Devaswom Board

**Document No: CS/2391/2023 Dated: 26/06/2024**

**Disclaimer**

This document is not an offer by Cochin Devaswom Board, but an invitation to receive offer from vendors. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officials of Cochin Devaswom Board with the vendor.

## 1. Background –About Cochin Devaswom Board

The Cochin Devaswom Board constituted under Section 62 of the Travancore Cochin Hindu Religious Institutions Act, 1950 is an autonomous body responsible for the proper administration and conduct of affairs of Devaswoms, Temples and other institutions under the Board. It is an autonomous body with powers to frame byelaws and rules necessary for the administration and for carrying out the business related to the Devaswom.

## 2. Purpose of this document

This document establishes the fundamental requirements for the **design, development, implementation and maintenance of a web application to computerize the Law section of Cochin Devaswom Board.**

## 3. Quotation Process

### 3.1. Invitation for quotation

Nature of Work	<b>Design, development, implementation and maintenance of a web application to computerize the Law section of Cochin Devaswom Board</b>
Performance Security Deposit	<b>10% of contract value from the successful bidder.</b>
Sealed quotation will be received up to(Date and time)	<b>22/07/2024 2PM</b>
Quotations will be opened on(Date and time)	<b>27/07/2024 2.00PM</b>
Place of quotation submission and opening	<b>Cochin Devaswom Board Head Office, Round North,Thrissur</b>

### 3.2. General Information and Instruction to the Bidders

#### A. Submission of quotations

1. The Vendor shall submit their quotations in specified format given in Annexure - I in this document on their letter head with relevant documents as mentioned therein.
- b) Prospective bidders may seek clarification regarding the project within a reasonable time from Computer Section, Cochin Devaswom Board till **21<sup>th</sup> July 2024 by 5.00 PM**

- c) The quotations should be kept in a sealed envelopes super-scribing "Design, development, implementation and maintenance of a web application to computerize the Law section of Cochin Devaswom Board " so as to reach Devaswom Commissioner, Cochin Devaswom Board Head Office, Round North, Thrissur by **2PM on 22<sup>th</sup> July 2024** . Late tenders shall not be accepted. The quotation shall be opened as per schedule in clause (3.1) in presence of bidders who may like to be present.
- d) Offers sent by post should be sent by Registered Post with date/ Postmark so as to reach us before closing date i.e by **2PM on 22<sup>th</sup> July 2024**
- e) Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of Cochin Devaswom Board. Such offers will not be valid quotations. Offers not submitted in the standard formats given in the tender document will be summarily rejected.
- f) The payment shall be in Indian Rupees and shall be paid only after successful completion of work without error and delays. No advance payment shall be made and the successful bidder has to sign an agreement on non-judicial stamp paper.
- g) Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their quotation(s) is / are liable to be rejected.
- h) The Devaswom Commissioner, Cochin Devaswom Board reserves right to award the work / cancel the award without assigning any reason. In case of differences, if any, the decision of the Devaswom Commissioner, Cochin Devaswom Board shall be final.

### **B. Performance Security Deposit**

- a) The successful bidder shall have to deposit performance security deposit of value equivalent to 10% of the contract value in form of Demand Draft drawn in favour of Devaswom Commissioner, Cochin Devaswom Board, Thrissur, within a week of award of work order.
- b) Performance Security deposit will be forfeited if the bidder fails to successfully execute the work in given time frame with satisfaction of Cochin Devaswom Board.
- c) No interest will be payable on performance security deposit.
- d) Performance Security will be refunded after successful completion and delivery after end of warranty period.

### **C. Payment Terms**

- a) Payment will made after successful completion of work as per scope of work.
- b) The 10% of Contract Value ( Submitted as Performance Security Deposit) will be kept till warranty period after Final delivery of product.
- c) No Advance Payment will be made.

### **D. Acceptance of offer**

Technical Presentation based on Scope of work (as per clause 4.0) and preliminary requirements analysis done by bidders may be asked to shortlist capable bidders and Quotation of shortlisted capable bidders will be opened only.

Lowest quoted price quotations will be selected and work will be awarded to them.

Cochin Devaswom Board reserves the right to accept any quotation in full or in part, or to reject any quotation or all quotations without assigning any reason.

## **4. SCOPE OF WORK**

The Scope of work broadly includes the following, however but not limited to the following-

The selected vendor and deployed resources shall be responsible to follow industry standards software development methodology in conjunction with the guidelines issued by DeITY, GOI.

The scope of the project mainly includes the development of a web based software solution for managing case related activities of the Law section in the Cochin Devaswom Board, hosting the web application in the server space identified by Cochin Devaswom Board, training and hand-holding to the users of Cochin Devaswom Board.

Detailed scope of work is given here which may change subject to final gap analysis and approval.

### **4.1. Detailed Scope of Work**

Cochin Devaswom Board intends to procure, deploy and operationalize a web based solution for law section, through which new case details, stage-wise details of existing cases, case related documents, judgment details, case disposal etc can be captured and made online through an ICT platform. In the system, there shall be login provision for the different levels of users authorized by the board. Various customized reports shall be generated from the system and the dashboard provided in the system shall provide relevant statistical information on cases. The proposed software thus shall have the following features:

## **1) Login for various levels of users**

Authorized users in the board shall login to the online software and access the features made available to them based on their roles and privileges.

## **2) Online Processing of Cases**

### **a) Capture case details**

The section clerk shall have provision to capture details of new cases received through email or received from the Thapal section. The details include Case Number, Court Name, Petitioner, Respondent details, Standing Counsel, Fact of the case, Category, connected cases, if any etc. The case related documents also shall be uploaded in the system. Then a file number will be assigned for the case. The clerk then marks the section where the required details are to be collected and forward the file to the Legal Assistant with comments.

### **b) Verify case details forwarded by Clerk**

The Legal Assistant verifies the case file, put his remarks and forwards it to the Law officer. The Law officer can view the file and the comments noted by the officials and give permission for collecting the details from the concerned section. Then the file is forwarded to the section clerk.

### **c) Update details collected from concerned sections**

In the online system, the clerk can update the details and upload the documents received from the concerned section. Then the file is submitted to the Law officer through the Legal Assistant.

### **d) Preparation of Affidavit**

The Law officer verifies the case file and details submitted by the section clerk and forwards the file to the Standing Counsel for preparing the draft affidavit. The Standing Counsel shall view the case details received in his login and prepare the draft affidavit in the system. The draft is then forwarded to the Law Officer for remarks. The Law officer can review the draft affidavit online and forward to the Secretary for approval. The Secretary can approve the affidavit or reject with remarks. The approved document can be digitally signed, if digital signature is incorporated in the system. The final affidavit can be downloaded for submission in the Court. If rejected, the file can be reverted to the concerned user for necessary changes.

### **3) Online Processing of existing case files**

#### **a) Attach correspondence to concerned case file**

Through the online system, the Section clerk can attach any correspondences related to the cases in the respective case file. The file can then be forwarded to the concerned officer with remarks.

#### **b) Processing case related correspondence**

The case file and correspondence forwarded by the clerk will be verified by the Legal Assistant and then by the Law Officer. Each user can view the file and forward it with remarks to the concerned officials for further action. The users must have provision to attach draft statements/reports and authorized officials can verify the attachments and approve/ reject with remarks. The process flow can be maintained in the online system.

### **4) Capturing Advocate details**

The authorized user will have provision to capture the details of advocates/Standing Counsels deputed by the board for the various cases in Courts.

### **5) Capture fee payment details**

In the online system, the Law section Clerk shall update the details of case related different payments made by the board like advocate fee.

### **6) Online tracking of case**

Through the online system, the authorized users shall track the details of any case using case no or other case related data.

### **7) Reports / Dashboard**

The software shall have provision to generate various customized reports related to cases. The dashboard in the system shall provide various statistical information on cases such as no.of cases filed, under processing, disposed etc. period-wise, stage-wise details of cases, fee payment details etc. The reports and dashboard will be available to different levels of users based on their roles and privileges.

### **8) Software Administration**

Administration module permits the admin to set up various configurations and parameters including user assignment, functional services offered, and other system configuration. It includes

- **Define user roles and set permissions for efficient user control.**
- **User creation**

- **User management**
- **Creation of master tables/data**

### **9) Email Gateway Integration**

Email gateways shall be integrated in the system for sending specific and alert messages to the users of the system.

**The features to be provided for the different levels of users are listed below:**

#### **1. Law Section Clerk**

- a) Capture case details received from Thapal section by email
- b) Upload case related documents
- c) Update case related details collected from concerned sections
- d) Attach case related further correspondences to concerned file
- e) Update stage-wise details of cases
- f) Capture Standing Counsel details
- g) Capture Advocate fee/ other related fee payment details
- h) Online tracking of cases
- i) Reports/Dashboard

#### **2. Legal Assistant**

- a) Verify case details & related documents forwarded by Clerk
- b) Verify details / statements submitted by concerned section
- c) View fee payment details
- d) Online tracking of cases e) Reports / Dashboard
- e) Draft instructions based on the information collected from concerned section to standing counsel.
- f) Verify the draft affidavit prepared by Standing Counsel

#### **3. Law Officer**

- a) Verify case details & approval to collect details from concerned section
- b) Verify details/documents submitted by section and forward to prepare draft affidavit
- c) Verify the draft affidavit prepared by Standing Counsel
- d) View the approved affidavit
- e) Verify draft instruction to Standing Counsel.
- f) View case related correspondences received from/send to the courts
- g) View fee payment details
- h) Online tracking of cases
- i) Reports/Dashboard



#### **4. Secretary**

- a) View case files and supporting documents
- b) Verify draft affidavit & approve/ reject
- c) Verify draft statements/ reports submitted for approval
- d) View case related correspondences
- e) View fee payment details
- f) Online tracking of cases
- g) Reports/ Dashboard

#### **5. Standing Counsel**

- a) View the case file & supporting documents
- b) Prepare the draft affidavit.
- c) View advocate fee received

#### **6. Admin User**

- 1) User creation
- 2) User management
- 3) Creation of master tables/data

#### **4.2. Time Frame of Delivery**

The time frame for delivery of the project will be three months from the date of signing of agreement between Cochin Devaswom Board and selected vendor.

#### **4.3. Deliverables**

The deliverables of the project are

- (i) Tested, running software application installed in infrastructure provided by Cochin Devaswom Board.
- (ii) User Manual, Training, Complete Source Code with database scheme detail.
- (iii) Two years maintenance warranty of software for any bugs.
- (I) Warranty starts after Final Delivery of fully developed software.

**Note : Vendor shall specify and in form in writing about requirement of infrastructure for hosting and deploying the software application.**

Cochin Devaswom Board reserves the right to build further on provided software source code.

### **5. General clauses**

#### **5.1. Standard of performance**

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional, engineering and consulting standards recognized by international

professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to Cochin Devaswom Board. The Bidder shall always support and safeguard the legitimate interests of Cochin Devaswom Board., in any dealings with the third party.

The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in this country.

The Hardware, Software and other services provided under this contract shall conform to the standards laid down in the Scope of Work and Technical Specifications and Requirements.

The prices quoted for the items/services shall under no condition change during the period of agreement. The rates should be quoted for Devaswom Commissioner, Cochin Devaswom Board.

### **5.2. Subcontracts**

The Bidder shall not without written consent of Cochin Devaswom Board. Subcontract the awarded contract or part thereof.

### **5.3. Confidentiality**

The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or operations without the prior consent of Cochin Devaswom Board.

Cochin Devaswom Board also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "confidential information", belonging to the Bidder and which may come into the possession or custody Cochin Devaswom Board in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly.

### **5.4. Force Majeure**

Notwithstanding anything contained in the Bid Document, the Bidder shall not be liable for forfeiture of performance security, for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and which was not foreseeable.

### **5.5 Resolution of Disputes**

Cochin Devaswom Board and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract.

If after 20 days from the commencement of such informal negotiations, the Cochin Devaswom Board and the Bidder are unable to resolve, amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism. In all matters and disputes arising there under, the sole arbitrator shall be mutually agreed upon by the parties in writing, who shall decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt, disagreement or dispute, both the Bidder and Cochin Devaswom Board shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either Cochin Devaswom Board or the Bidder to interfere in or prevent normal functioning of the Project.

### **5.6. Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Thrissur, Kerala only.

### **5.7. Responsibilities of the Bidder**

The bidder shall be responsible for the successful Development of Software Application for computerizing the Law Section of Cochin Devaswom Board as per the terms and specification and direction Cochin Devaswom Board

The Bidder is not responsible for acquisition of necessary hardware, server, storage, system software, Network Connectivity, running expenses for installation and operationalization of developed software.

### **5.8. Penalties**

In case the vendor fails to successfully deliver the project as per deliverables and scope of work and direction of Cochin Devaswom Board, the performance security deposit shall be forfeited.

**Annexure- I : Quotation Format**

[On the Letter head of Bidder and should be sealed as per instruction with relevant documents]

**Reference Number:**

**Date:**

**File Number:**

The Devaswom Commissioner,  
Cochin Devaswom Board,  
Round North,  
Thrissur-680001.

Dear Sir/Madam,

I/We hereby submit our quotation for Design, **Development, Implementation and Maintenance of Web Application for computerizing the Law Section of Cochin Devaswom Board** as per scope of work and detailed discussion and observation of office procedure at Law Section, Cochin Devaswom Board.

Description	Rate in INR for complete project including all taxes and others (in figures)	Rate in INR for complete project including all taxes and others (in words)
Development of Software Application for computerizing the Law Section of Cochin Devaswom Board as per scope of work and detailed discussion and observation of office procedure at Cochin Devaswom Board and User Manual and deliverables as per clause 4.3		

Note:

1. The rates shall be inclusive of all cost as well as duties and taxes paid or payable.
2. Following Document shall be enclosed: with this quotation :•
  - a. Copy of PAN Card of Firm/Company
  - b. Experience Certificates.
  - c. Undertaking on Rs. 10/- Non Judicial Stamp of Non blacklisting from any government agency.
  - d. Undertaking on Rs. 10/- Non Judicial Stamp to provide deliverable as per clause 4.3 in given time frame.

Date: .

(Signature) .

Place..... (in the capacity of: ..... )

Duly authorized to sign Bid for and on behalf of .