

Addendum to the NIT for "Implementantion of ERP at Kolkata Port"			
Ref : NIT NO. Plg/165/ERP/2015/10270 dated 20-July-2015.			
Bidding Document Reference section number	Bidding Document Reference-page number	Clause Heading /Content	Final Clause /clarification after Decision taken in pre-bid meeting of 28.7.2015
1.0	7	Project Overview and Scope of Work	No change
2.0	8	Matter for NIT Last date for submission of Tender : 14-Aug-2015 by 14:00 hrs Date of Tender Opening : 14-Aug-2015 at 15:00 hrs (Techno-commercial bid)	Matter for NIT Last date for submission of Tender : 28-Aug-2015 by 14:00 hrs Date of Tender Opening : 28-Aug-2015 at 15:00 hrs (Techno-commercial bid)
Chapter 1	13-15	General Information	No change
Chapter 2		Scope of Work under the Project "Implementation of ERP at KoPT"	
2.1	16	The Scope of Work	Following line to be added after clause 2.1 xxiv ; N.B.- Any additions / alteration after go-live will be guided by provisions under clauses 2.23 and 2.24.
2.2	17	Implementation of Standard ERP modules (COTS)	Clarifications regarding Clause 2.2 - Sl. No. 2(ii & iii): Actual ERP COTS users are 450. And, all other employees and pensioners will view parametric reports through a bespoke application available on the portals (intranet & extranet) using the proposed ERP database. Total no. of employees at KoPT at present : approx. 6,000 (regular) +2000 (contractual / temporary) Total no. of Pensioners at KoPT at present : approx. 30,000 Further, no direct access to the ERP database shall be given to the pensioners; they will be given viewing access to parametric reports to be made available on the proposed portal, which also has to be implemented and integrated by the SI.
2.3	20	Implementation of Bespoke ERP modules	No change
2.4	22	Integration with Existing Systems	No change
2.5	22	MIS Reporting	No change
2.6	23	Financial and Operational Data Consolidation and Reporting	No change
2.7	23	Data Migration	Following line to be added after existing content of clause 2.7 All data (master and transactions) will have to be migrated from existing data-sources. These data pertaining to the period from 2004 to 2009 (where available) will have to be migrated to the proposed DW and all other data beyond 2009 twill have to be migrated to the production database. SI's responsibility will include application of database expertise in identifying all conflicts / redundancies / ambiguities during data cleaning while KoPT's responsibility will be limited to indicating which data-value or data-source should be selected as correct data.
2.8	23	DW/BI System of KoPT	No change.
2.9	23	Development of Common Intranet Enterprise Portal for KDS and HDC (KoPT)	No change
2.10	25	User Access Management (SSO) & Master Data Management (MDM)	Following line to be added after existing content of clause 2.10 Master Data Management (MDM) should enable single source of data for entire solution (ERP+BESPOKE). Master data on stakeholders such as employees, suppliers, port users, or lease holders (tenants), etc. should be stored with unique id such as PAN no. However one stakeholder may play different roles i.e. could be a supplier as well as a port user or could be a supplier for KDS as well as HDC or say tenant of more than one piece of land or its belts. As regards migration of existing master data, KoPT will identify the repetitive / duplicate data for assistance of the SI.
2.11	25	Supply of Licenses, Source Codes and Documentation	Following line to be added after existing content of clause 2.11 Any source codes developed exclusively for KoPT by way of customization of a Package or for custom-built solution, if any, will be the property of KoPT. SI will have to manage such source codes in an ESCROW account till completion of the project and the said source codes will have to be transferred to KoPT with all rights and necessary documentation after completion of the project. KoPT will not have any right on IP of any third party product.

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2.12	26	Help Desk	Clarifications regarding Clause 2.12 It is part of the entire ERP project. Hence related software and cost componets should be included in line with item at S#3 of the BOQ /Price Bid.			
2.13	26	Training to users	Following line to be added after existing content of clause 2.13 For details, Annexure - 4 on page 80 may be referred to. Poor performance criteria leading to retraining will be mutually agreed upon by SI & KoPT.			
2.14	27	The proposed ERP Plan :	Clarifications regarding Clause 2.14 The diagram presents a logical / conceptual view only. SI should decide on technical architecture and bid accordingly.			
2.15	27	Warranty for 1 year	No change			
2.16	27	AMC for 5 years	No change. The AMC period shall commence after successful completion of warrantee period of one year as indicated in the tender document.			
2.17	28	Proposed ERP Solutions:	Proposed ERP Solutions: For POMS, the firm must implement a package having similarity to features of POMS stated in clause 2.3 of this tender document, which has been installed successfully in any port in India or abroad having annual throughput of at least 14 million tonnes in any of the 3 financial years ending 2013/2014.			
2.18	28	Total Time of Completion: 18 months	No change			
2.19	28	Implementation Approach	Clarifications regarding Clause 2.19.4 : SI may undertake work pertaining to many or all phases concurrently as per their own convenience, provided the solution logic / interdependencies are duly taken care of. However, this will have no bearing on payment schedule. The deliverables under each phase must be in order of phases 1, 2, 3, 4, 5 & 6.			
2.19.2	28	Development Centre & Production Environment : Para-2 :- "SI will provide all necessary information, specifications, sizing and suggestions (with justification) to KoPT regarding requisite hardware, operating system and tools, if any (excluding RDBMS), for the proposed ERP Solutions including DR, DW / BI / EIS, consolidation of KDS & HDC and other hosting requirements, considering the architecture given in clause 2.14. SI will also be responsible for configuration of the system platform for the proposed ERP solution for go-live."	Modified clause is given below : "SI will provide all necessary information, specifications, sizing and suggestions (with justification, and supporting document wherever applicable) to KoPT regarding requisite hardware, operating system and tools, if any, and Oracle RDBMS, for successful and efficient deployment of the proposed ERP Solutions including DR, DW / BI / EIS, consolidation of KDS & HDC and other hosting requirements, considering the architecture given in clause 2.14. SI will also be responsible for configuration of the system platform for the proposed ERP solution for go-live."			
2.19.5 (4)	31	User Acceptance Test	Following condition has been added : KoPT will need maximum of 20 working days for sign-off of any document.			
2.20	32	Quality of Work	No change			
2.21	32	Project Management	No change			
2.22	33	Responsibility Hierarchy	No change			
2.23	35	Service Level Agreement (SLA) for ERP Application Support by the SI	No change			
2.23 B (New Clause)		'Penal Clause for non compliance of SLA'	2.23B 'Penalty Clause for non compliance of SLA'			
			Severity of the Incident : Acknowledgement Time (max.)	Resolution Time	Resolution Target	PENALTY

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			S1: 30 minutes	6 business hours within the support window
				99.5% of cases
				THREE TIMES COST OF ONE MANDAY* for delay per day or part thereof beyond first 6 hours
			S2: 60 minutes	12 business hours within the support window
				98% of cases
				TWO TIMES COST OF ONE MANDAY* for delay per day or part thereof beyond first 12 hours
			S3: 2 Hours	48 business hours within the support window
				97% of cases
				ONE TIME COST OF ONE MANDAY* for delay per day or part thereof beyond first 48 hours
			S4: 4 Hours	"X" business hours to be decided by mutual agreement
				90% of cases
				ONE TIME COST OF ONE MANDAY* for delay per day or part thereof beyond first "X" hours.
			Note: * Manday rate will be as per Note (ii) under Appendix VIII (BoQ / Price Bid)	
			One business day should be taken to be equivalent to eight working hours for the purpose of this "Penal Clause for Non-compliance of SLAs".	
2.24	36	Change Request	No change.	
3.1	38	Sole Bidder	No change	
3.2	42	Consortium	No change	
3.2.4	47	3.2.4 Similar Works	3.2.4 Similar Works "Similar Works" means and includes successfully completed and implemented ERP applications with at least the modules of Finance, HR and Materials Management of the standard ERP package of SAP or Oracle Apps in any organisation in these functional areas.	
3.3	47	Conduct Eligibility	No change	
3.4	48	Conflict of Interest	No change	
3.5	50	Special Purpose Vehicle (SPV)	No change	
3.6	52	Change in composition of the Consortium	No change	
Chapter- 4	53 - 54	Tender Evaluation	No change	
Chapter- 5		Submission of Offer		
5.1 - 5.6	54-58		No change	
5.7	58	Date and Time of Bid Submission	No change	
5.8	58	OPENING OF BID :- COVER - I & COVER - II	No change	
5.9	59	Extension of Date & Time of submission	No change	
5.10	60	Addresses for Correspondence	No change	
5.11	60	Cost of Bidding	No change	
5.12	60	Content of Bid Documents	No change	
5.13	61	Examination of Tender Documents	No change	

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5.14	61	Inspection of site	The following lines are appended under the existing content. The contact person in these dock system would be: KDS : Shri Naba Dey Roy, Sr. Deputy Director (EDP), Subhas Bhawan, 40 CGR Road, Kolkata 700043 HDC: Sr. Dy. Manager (Admn.) / Dy. Manager (Admn.), Haldia Dock Complex, Jawahar Tower, Haldia.
5.15	61	Clarification of Bid Document and Pre Bid Conference	No change
5.16	62	Language of Bid	No change
5.17	63	The Substitution of tender/offer	No change
5.18	63	Validity of offer	No change
5.19	63	Extension of validity of offer	No change
5.20	63	Deadline for submission of bids	No change
5.21	64	Late Bids	No change
5.22	64	Amendments of Tender Terms & Conditions	No change
5.23	64	Modification/Substitution and withdrawal of bids	No change
5.24	65	KoPT's Right to Accept or Reject Bids	No change
5.25	66	Quoting of prices	
		5.25 c.	5.25 c. The quoted rate shall include all charges, taxes & duties (except the Service Tax & education cess, if any). Break up of all such charges, taxes & duties included in the rate should be indicated so that any variation in the same can be paid/ recovered at actuals. Service Tax etc., as applicable, will be paid extra at actual and should not be included in the quoted rate. However, contract value on which Service Tax shall be leviable should be indicated clearly. For this, the Contractor has to submit Service Tax Registration No. /Code No. and other relevant document (as may be asked by KoPT).
5.26	68	Taxes and Duties:	Taxes and Duties: The Bidder shall include all taxes and duties (except service tax), as presently applicable within the quoted price. Bidder must indicate the contract price on which Service Tax shall be leviable. Also taxes and duties included in the contract price should be shown in details both in percentage as well as in amount to adjust any future variation. Any further increase or decrease in statutory taxes and duties in future as well as imposition/withdrawal of new statutory taxes, if any, shall be considered at actuals for payment /recovery. However, service tax shall be paid extra as applicable on the contract price. Service Tax component shall not be considered for the purpose of evaluation of the tender. All other expenditure including Stamp Duties, License fees, Bank Charges and other such levies imposed in or outside India shall be included in the quoted price. The firms should submit their offers indicating each of the tax components separately both in percentage as well as in amount. KoPT provides 'way bill' but does not provide 'C or D forms'. Service Tax should be shown separately and the successful bidder will have to submit necessary Cenvatable documents to get the reimbursement of Service Tax.
5.27 (New Clause)		Liability of the successful bidder in case of improper execution of the work	Limitation of Direct Liability : Any direct liability and/or financial loss arising out of improper execution of the project at any stage shall be recovered from the successful vendor. However, the total direct liability of the successful bidder is limited to the total value of the project (Capital cost plus Operational cost) quoted by the successful bidder. Limitation of Indirect liability : In no event shall either party be liable for any indirect loss or expenditure.
Chapter-6	68	Award of Contract	No change
6.3	69	Signing of contract	No change. Clarifications regarding Clause 6.3 : The agreement and the contractual documents (Tender document including annexures and minutes of pre-bid meeting, all addendum / corrigendum thereto) as part of the agreement will be applicable for resolution of conflicts.
6.4	69	Performance Bank Guarantee	No change. Clarifications regarding Clause 6.4 : PBG will be 10% of the total contract value.

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6.6 (New Clause - To be inserted after Clause 6.5)		Termination of Contract	Termination of Contract Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract due to occurrence of any of the following reasons by giving a notice of 30 days and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive : (i) The Contractor has abandoned the contract. (ii) In the opinion of the Engineer, either the performance of the Contractor is not satisfactory or the work is not getting completed within the agreed period on account of Contractor's lapses. (iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions, has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work. (iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him . (v) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract. (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract. (vii) The Contractor is adjudged insolvent or enters in to composition with his creditors or being a company goes in to liquidation either compulsorily or voluntarily.
<u>Chapter 7</u>			
7.1	72	Resolution of Disputes	The 1st line i.e "Terms and conditions laid down in previous chapters will supersede the General Conditions of the Contract (GCC), if there is any contradiction in the clauses" is replaced by the following line: "The entire tender document, excluding General Conditions of Contract (GCC), constitutes Special Conditions of Contract (SCC). In case a condition under GCC contradicts Special Conditions of Contract, the SCC will prevail over GCC".
7.2	72	Governing Laws:	The following line is appended under the existing content. All disputes in the context of ERP at KoPT shall be referred to the appropriate forum of law within the jurisdiction of Kolkata.
Chapter-8	72 110 - 147 (Volume II)	General Conditions of Contract and its details	No change
Annexure-1	73	List of Processes	No change
Annexure-2	73	List of Existing Systems	No change
Annexure-3	73	Work Flow Module	No change
Annexure-4	80	Outline of Training Plan	No change
Annexure-5	83	Major Functional Areas For the Proposed ERP Solution	No change
Annexure-6	84	Estimated Number of Users of each Application Module / Functional Area	No change
Annexure-7	85	Back to Back Agreement with OEM	No change
Annexure-7A	86	Back to Back Agreement with OEM (for HMS and POMS Products)	Following new condition is added in Annexure-7A for clarification: "In case of all application software package products (other than SAP / Oracle Apps), like, POMS (for Port Operations Management) and HMS (for Hospital Management) or any other product, OEM has to submit this Annexure in respect of each of these products."
Appendix-I	87	Completed Projects (Go live)	No change
Appendix-II	88	Covering Letter	No change
Appendix-III	90	Affidavit	No change
Appendix-IV	91	Format for Power of Attorney for signing of tender by Sole Bidder.	No change

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Appendix-V	92	Format for Power of Attorney for Lead Member of Consortium.	No change
Appendix-VI	95	Joint Bidding Agreement	No change
Appendix-VII	100	Profile of the Tenderer	No change
Appendix-VIII	103	Price Bid Format : SI#1 Column (b) : Necessary User Licences for ERP Applications / Packages and RDBMS (Bundled), subject to maximum of 100, from OEM / One-time Cost for development period. (Payment will be made at the time of commencement of work of customization / implementation of ERP packages).	SI#1 Column (b) : One-time cost for necessary Full-Use User Licences for ERP COTS products and Named User Oracle RDBMS, each subject to maximum of 100, from OEM for development purpose. Note: (i) This Oracle licence is to be extended after development for production purpose too. The total requirement would be decided at the time of sizing the hardware. (ii) Payment for both the products will be made at the time of commencement of work of customization / implementation of ERP packages.
Appendix-VIII	103	Price Bid Format : SI#2 Column (b) : Necessary balance of 450 User Licences for ERP Applications / Packages and RDBMS (Bundled) from OEM / One-time Cost for production environments. (Payment will be made at the time of go-live of the ERP application at KoPT).	SI#2 Column (b) : One-time cost for necessary balance of 450 Full-Use User Licences for ERP COTS products from OEM for Production environment. (Payment will be made at the time of go-live of the ERP application at KoPT).
Appendix-VIII	103	Price Bid Format : SI#3 Column (b) : ERP Implementation (incl. Development & customization and one year warranty)	SI#3 Column (b) : ERP Implementation (incl. development, customization, all software and cost components other than those covered at SI#1 and SI#2) and one year warranty on the entire ERP Solutions.
Appendix-VIII	103	Price Bid Format : SI#4 Column (b) : ATS in % for item at SI# 1 (Not less than @15% p.a.)	SI#4 Column (b) : ATS in % for item at SI# 1 (Not less than @15% p.a.).
Appendix-VIII	103	Price Bid Format : SI#5 Column (b) : ATS in % for items at SI# 1(applicable after go-live) & 2 (Not less than @15% p.a.)	SI#5 Column (b) : ATS in % for items at SI#1 (applicable after go-live) & SI#2 (Not less than @15% p.a.)
Appendix-IX	104	Letter of Authorization for OEM	No change
Appendix-X	106	Request for Clarifications	No change
Appendix-XI	107	Format for Performance Bank Guarantee	No change
Volume-II	111	GCC	The entire tender document excluding General Conditions of Contract (GCC) constitutes Special Conditions of Contract (SCC). In case a condition under GCC contradicts Special Conditions of Contract , the SCC will prevail over GCC.
Volume-II (Clause 5.9)	128	GCC - Clause 5.9 under Clause 5. (COMMENCEMENT, EXECUTION AND COMPLETION OF WORK)	The last line viz. "The total liability of the Contractor is limited to the total value of the project (Capital and Operational Cost)." earlier stated inadvertently under GCC stands deleted. However, 5.27 (New Clause) stated above may be referred to.