

KOLKATA PORT TRUST
FINANCE DEPARTMENT / P&R DIVISION

Minutes of the pre-bid meeting held at 11.00 Hrs. on 28/07/2015
at KoPT Head Office Conference Room in connection with
the Tender for Implementation of ERP at KoPT.

(NIT NO. Plg/165/ERP/2015/10270 dated 20-July-2015)

The list of participants in the meeting is attached as Annexure –I.

2. As mentioned in the NIT, list of queries from various firms were received through e-mail. In total, about 480 queries were received from 5 prospective bidders before the pre-bid meeting. Though the total number of queries was very large but it was observed that many queries raised by different firms were similar in nature.

3. However, all the queries raised by the representatives of the prospective bidders present in the meeting were discussed in detail in the pre-bid meeting and were properly answered / clarified by the TC members /IIFT Consultant. The points discussed and the decisions taken therein are furnished below:

a) **Payment Terms**:- It was mentioned that there would be no change in the Payment terms as mentioned in the NIT.

b) **Performance Bank Guarantee (PBG)** - It was clarified that the PBG will be 10% of the total contract value.

c) **Per Man-day cost**:- There will be no change in the clause.

d) It was observed by the TC members that many of the prospective bidders have asked for modification of the clauses mentioned in the GCC (General Conditions of Contract - Chapter 8). It was clarified by the TC members that there would be no change in any of the GCC clauses. However, some of the clauses, as requested by some of the firms may be included separately under Special Conditions of Contract.

e) **CMM Level 5 and ISO: 2008/2013** - It was clarified that there will be no change in the clauses as mentioned in the NIT and both are required.

f) On a query from KoPT, both the OEMs of the ERP products viz. SAP & ORACLE confirmed that with the decrease of number of employees, the ATS (@ 22 %) value for the licenses will also come down subsequently.

g) FA&CAO, KoPT informed that the firms should submit their offers indicating each of the tax components separately. It was also clarified that KoPT provides 'way bill' but does not provide 'C or D forms'. Regarding Service Tax, it was clarified that the same should be shown separately and the successful bidder will have to submit necessary Cenvatable documents to get the reimbursement.

j) On a query from the bidders present in the meeting, following were clarified:

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.

k) **RFID tags for the Document Management System** : Payments for RFID tags would be made separately by KoPT. Also, equipments related to RFID will be requisitioned by the SI and the same will be procured and provided by KoPT.

- l) **Penalty clause** : In the event of non-compliance to SLA by SI, penalty for each severity level has been formulated and the same will be included in the Addendum to be published subsequent to its due approval.
- m) **Risk Purchase clause** : It was clarified that this will be according to clause no. 8 of General Conditions of Contract (GCC) (Chapter 8) included as Volume II in the ERP Tender Document.
- n) SI will have to integrate the Container Terminal Planning and Management System and Weigh Bridge being operated / managed by 3rd Parties, Permit System, Railways Processes and similar processes with the ERP.
- o) SI would be required to supply the requisite version and licenses of the Oracle RDBMS. The same will be included in the Addendum to be published.
- p) As was requested by the representative of the firms, it was decided to incorporate a Indirect Liability clause in the addendum to the ERP Tender document, to be published shortly.
- q) It was decided that the single source of final sign-off will be applicable for all documents / project milestones and will be taken care of by KoPT.
- r) Liability of the successful bidder in case of improper execution of the work : All vendors present in the meeting requested that such liability of the vendors must be reasonably limited otherwise they shall not be able to participate in the subject tender owing to legal observations / requirements of their respective legal departments. On discussion it was suggested by IIFT and agreed to by all present that following clauses shall be added as Special Conditions of Contract in the Addendum to be published :
- (i) **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.
- (ii) **Limitation of Indirect liability** :
In no event shall either party be liable for any indirect loss or expenditure.
- s) **Data Cleaning / data migration** : All data (master and transactions) will have to be migrated from existing data-sources provided by KoPT. 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 will 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.
- t) **Change request**: There will be no change in the clause.
- u) It was decided that for sign-off of any document, KoPT will need maximum of 20 working days.
- v) The proof of completion of any works (say, ERP COTs or Bespoke such as POMS or Hospital management system or similar applications) cited for the purpose stated in the tender document should include Completion Certificate or Operational Acceptance Certificate from the client to the OEM or the Lead partner with whom OEM is associated.
- w) On request from the representatives of all the prospective bidders, the TC members present agreed to extend the last date of submission of the offer by 2 (two) weeks i.e. upto 14.00 Hrs. on 28.08.2015. Accordingly, the date of opening of bids would be 15.00 Hrs on 28.08.2015.

Jt. Director(P&R)

**OFFICIALS PRESENT IN THE PRE-BID MEETING HELD ON 28.07.2015
AT THE CONFERENCE ROOM OF KOPT HEAD OFFICE**

Sl. No.	KOLKATA PORT TRUST	SL. NO.	I I F T
1	Shri G. Krishnakumar Dy.Chairman(K)	1	Dr. D. Sinha, Associate Professor
2	Shri S. Bagchi, FA & CAO	2.	Dr. T. P. Ghosh, Asstt. Professor
3	Smt. S. Pradhan, Secretary		
4	Smt. N. Sarkar, Chief Law Officer		REPRESENTATIVES of BIDDING FIRMS
5	Smt. R.Das, Jt. Director (P&R)	1	Shri Syamantak Mukherjee, Sr. Consultant, ERUI, TCS
6	Shri N. Dey Roy, Sr. Dy. Director (EDP)	2	Shri Jai Krishnan Consultant, TCS
7	Shri K.K.Gupta, Sr.Dy. Director (EDP)	3	Shri Parantap Basu Associate Consultant, TCS
8	Shri S.Chakraborty, Dy. Director (EDP)	4	Shri Arindam Chaudhuri Associate Consultant, TCS
9	Shri N.K.Sarkar, Dy. Director (EDP)	5	Shri Mohit Bothra, Business Development, SAP India
10	Shri D.S.Chaudhuri, Dy. Director (Research)	6	Shri Ankur Johri, Business Development Manager, Wipro Ltd
11	Shri A.Chakraborty, Sr. Law Officer	7	Shri Shaumen Choudhury Account Manager, Wipro Ltd.
		8	Shri Pankaj Kumar Dhingra, Manager, Wipro Ltd.
		9	Shri Jai Mohan Sr.Solution Architect, Wipro Ltd.
		10	Shri Samir Mondal, Director, Infocus Technologies Pvt. Ltd.
		11	Shri Debashis Mukherjee, Manager – Sales (Ent. & PSU), Infocus Technologies Pvt. Ltd.
		12	Azimul Islam GPS Executive, Technopower Consultants Pvt. Ltd.
		13	Shri Dipankar Dasgupta, Sales Manager, Oracle India
		14	Shri Indrajit Sen, Sr. Business Manager, Data Core
		15	Shri Soumya Roy Chowdhury, Consultant, E&Y