

*
**

**TENDER FOR PROVIDING MAINTENANCE AND SUPPORT TO
VARIOUS APPLICATION SOFTWARE MODULES,
INCLUDING REVAMPING OF SOME MODULES,
AT KOLKATA DOCK SYSTEM OF KOLKATA PORT TRUST**

**
*

TENDER NO. : PLG/CS/SOFTWARE-AMC/281 Dated. : 02-Dec-2015

**P&R DIVISION
FINANCE DEPARTMENT
KOLKATA PORT TRUST**

NOTICE INVITING TENDERS

TENDER NO. : Plg/CS/SOFTWARE-AMC/281Dated :02-Dec-2015

P&R Division, Finance Department, Kolkata Port Trust invites Tender under single-stage three part system (**Part I: EMD and Tender Fee in sealed Cover-1; Part II: Techno-Commercial Bid in sealed Cover-2; and Part II: Price Bid in sealed Cover-3**) from bona fide and reputed **Computer Firms in India** for providing Maintenance Services and Support to the Application Software and revamping (i.e., re-development / enhancements and additional / new developments for incorporation of more functionalities / features and conversion from 2-tier client-server architecture to 3-tier web-applications using Java/J2EE/Apache/Tomcat) of some of its modules at Kolkata Dock System of Kolkata Port Trust, the details of which are specified in this tender document and in accordance with the General and Special Conditions of Contract.

Tender document may be downloaded from KoPT website www.kolkataporttrust.gov.in or Central Public Procurement Portal <http://eprocure.gov.in/cppp>. Corrigenda and/or Addenda and/or Clarifications, if any, shall be hosted on the above mentioned websites only.

The Trustees reserves the right to accept or reject any tender.

Rebecca Das
Jt. Director (P&R)

Schedule of Tender

1.	TENDER NO.	PLG/CS/SOFTWARE-AMC/281 Dated. : 02-Dec-2015
2.	MODE OF TENDER	Single stage Three Cover (Cover-I - EMD & Tender Cost; Cover-II - Techno-Commercial Bid; and Cover-III - Price Bid) The intending bidders are required to drop their offers in sealed covers in the sealed box kept at the office of the Jt. Director (P&R), Planning & Research Division, 6 th Floor, Annex Building, Kolkata Port Trust, 15 Strand Road, Kolkata 700001.
3.	Date of publication of Tender through Newspaper insertion, publication in KoPT website and Central Public Procurement Portal	04-Dec-2015
4.	Date of availability of NIT to the Vendors for downloading	04-Dec-2015 at 11:00 Hrs.
5.	Date of Pre-Bid meeting	14-Dec-2015 at 11:30 Hrs.
6.	Venue of Pre-Bid meeting	Office of the Jt. Director (P&R), Planning & Research Division, 6 th Floor, Annex Building, Kolkata Port Trust, 15 Strand Road, Kolkata 700001.
7.	Earnest Money Deposit	Sealed Cover-1 containing "Earnest Money Deposit" of Rs.2,50,000/-(Rupees two lakhs fifty thousand only) payable in favour of Kolkata Port Trust, payable at Kolkata, by a Demand Draft or Banker's Cheque.
8.	Tender Cost	Sealed Cover-1 containing "Tender Cost" of Rs. 1,000.00 (Rupees One Thousand only) payable in favour of Kolkata Port Trust, payable at Kolkata, by a Demand Draft or Banker's Cheque.
10.	Start date of submission of Bids to KoPT	29-Dec-2015 at 15:00 hrs.
12.	Last date of submission of Bids to KoPT	29-Dec-2015 at 15:00 hrs.
14.	Date & time of opening of Techno-Commercial Bid	29-Dec-2015 at 15:30 hrs.
15.	Date & time of opening of Price Bid	May be informed separately.

Note: 1. In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

2. Under no circumstances the Due Date of the Tender will be extended.

I. SPECIAL CONDITIONS OF CONTRACT

1. Process of tender:

The bidders should follow the process described herein.

In case of any clarification, please contact KoPT (before the scheduled date of the Tender).

Contact person (P&R Division, KoPT):

i. Smt. Rebecca Das,
Jt. Director (P&R),
Ph: 033-71012263 / 9674155646
Email: dpr@kopt.in

iii. ShriK. K. Gupta,
Sr. Dy. Director (EDP)
Ph:033-71012223

ii. Shri NabaDey Roy,
Sr. Dy. Director (EDP)
Ph: 033-71003464
Email: nabadeyroy@kopt.in

iv. Shri Shivasish Chakraborty,
Dy. Director (EDP)
Ph: 033-71003466

In case of failure to submit the payment towards Cost of Tender document & EMD for any reason, the vender will be disqualified and no correspondence in this respect will be entertained and KOPT will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of Tender Fee and EMD as instructed in this document.

All notices / corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT. Hence the bidders are required to ensure that their valid corporate email ID is provided to KoPT and the email is regularly checked by them.

Bid Process :

- a. The process involves submission of EMD, Tender Cost, Techno Commercial Bid and Price Bid. Bidder(s) need to submit necessary EMD, Tender Cost / Fee for being eligible to be considered further in the tendering process. Tender fee is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KOPT.
- b. It is mandatory that all the bids are submitted with proper Signature of the bidder or its authorized signatory otherwise the same will not be accepted.
- c. KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- d. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid by any bidder confirms his acceptance of terms & conditions for the tender.
- e. Unit of Measure (UOM) is indicated in tender document. Rate to be quoted should be in Indian Rupee as per UOM indicated in tender document.

Any order resulting from this open tender shall be governed by the terms and conditions mentioned therein.

No deviation to the technical and commercial terms & conditions are allowed.

KoPT has the right to cancel this Tender without assigning any reason thereof.

The documents submitted by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

AMENDMENT OF TENDER DOCUMENTS:

- a) At any time prior to the deadline for submission of tenders, the Tender Issuing Authority for any reason whether at his/her own initiative or in response to a clarification required by a prospective Bidders may modify the Tender Documents.
- b) The amendment shall be part of the Tender Documents and will be notified by publication in the KoPT's website / Central Public Procurement Portal and will be binding on the prospective Bidders.
- c) All the intending Bidders are advised to keep close watch on the website of KoPT / CPP Portal in their own interest.

2. SCOPE OF WORK

On behalf of Kolkata Port Trust, the Jt. Director(P&R) wishes to receive tenders for providing MAINTENANCE AND SUPPORT TO VARIOUS APPLICATION SOFTWARE MODULES, INCLUDING REVAMPING OF SOME MODULES in operation at Kolkata Dock System, Kolkata Port Trust.

Revamping referred to herein means re-development, enhancements, additional / new developments for incorporation of more functionalities / features and conversion from 2-tier client-server architecture to 3-tier web-applications using Java/J2EE/Apache/Tomcat)

The scope of work includes Maintenance of the existing Application Software modules as indicated herein and on the proposed revamped application software modules(after completion of warranty support thereon). **Further, the scope may also include any job pertaining to software enhancement / development arising outside the scope of proposed revamping.**

The current application software is based on Client/Server architecture. In the back end Oracle 8i /Oracle 10g are used as Database Servers on REDHAT LINUX, and Windows 2000/2003/2008. Between clients and Database servers a 'Forms Server' is present where all front-end executables are stored. Oracle Designer 2000 & Developer 2000 suit (Oracle Forms 6i & Oracle Reports 6i) were used to develop the application.

The activities of Kolkata Port Trust is carried out through a number of departments each working independently as well as having defined integrations and interfaces with other departments wherever the business logic / practice demands it. The application is interfaced with different servers located at distant locations so as to fulfil the specific requirements of KoPT.

The applications software has modules and sub-modules for all departments encompassing all functionalities.

2.1.1.Existing Software Modules' brief description for which AMC is required :

Traffic Module at Subhas Bhavan – This module has sub-modules catering to the different functionalities of Port Traffic operations.

Marine Module at Head Office (HO), Subhas Bhavan and Ramnagar – This module has sub-modules that take care of the processes relating to the smooth vessel movement both inside and outside of KoPT Port area.

Finance Module at HO (15 Strand Road) and Subhas Bhavan, 51 CGR & 6 GR Road – This module takes care of Management Account, Budgeting, Revenue, Cash & Pay, Billing and Employee's Personnel management System, Payroll, Pension and inter-related sub-modules. The Finance module has also necessary interfaces and integration with all other modules.

Estate Module at HO – This provides for management of real estate, records pertaining to land, structures and quarters, tenants / occupants, tenancy, lease and licenses, schedule of rates and related masters. The functionalities include periodic billing for rent and compensation, its revision / arrears, recovery (i.e., Bill Recovery sub-module under Finance modules), proposals, assessment, cases (legal and under PP act).

Material Management Module at 6 GR Road – This module takes care of all the activities of material procurement and inventory control of different stores with huge stock and non-stock items. This module has sub-modules for all functionalities of MM division.

Administration Module at HO - This module monitors and controls, with its sub-modules, all the activities related to Port security, Training, Rules & Regulations, Environment, Transport, Telephone & Fax, Public Relations, Grievance, Parliamentary affairs etc.

Planning & Research Module at HO – This module takes care of all the activities of KoPT's Plan formulation and Monitoring, operational statistics and responsible to generate number of MIS reports.

Civil Module at HO – This module has sub-modules, which take care of all the activities of Civil Department of Kolkata Port Trust.

Mechanical Module in 3 distant locations at Garden Reach – This module has sub-modules, which are able to take care of all the activities of Mechanical department namely Mechanical, Electrical, Marine and Naval Architecture activities.

Labour Module at HO – This module has sub-modules for all the activities of Labour division of KoPT namely Mazdoor Line Quarters, Canteen Management, Compensation, Training, IR and Dock Safety etc.

Legal Module at HO - This module has sub-modules which manage records and monitoring of all the judicial and other activities of the Legal division of Kolkata Port. This also includes billing for charges of Lawyers / Advocates, etc.

Vigilance Module at Fairlie Place – It has sub-modules to cater to all the activities of Vigilance department of Port Trust.

Hospital Management module at Majherhat: - This module monitors and controls all the operational activities of Centenary Hospital. It has sub-modules, which are related to the medical services provided to Port employees, dependants of Port employees and other corporate users & outsiders who avail the medical services.

2.1.2.Revamping job

- i) Re-development of a few web-applications and conversion of existing client-server architecture based modules into web-applications using open-source technologies, viz., Java/JSP on Apache/Tomcat using existing Oracle databases. This shall includenecessary functional/ feature enhancements wherever applicable / suitable.

- a) Revamping of existing **Estate module** for Billing (Rental & Compensation)&Bill Recovery system to have 3-tier architecture and web-enabled features, and following functionalities and features :
- i. Management of land, buildings, quarters and structures owned by KoPT under Kolkata Dock System which are under various municipal corporations, viz., KMC & HMC and municipalities like Budge Budge and Panchayats, like, Simurali, etc.
 - ii. Management of Records (and history wherever applicable) pertaining to Plates (a Plate is transactable unit of land, structure), Belts (parts of a Plate on the basis of relative advantage), Lease & Occupation (with flag of Govt., PSU, Private, etc.), Licence, Way Leave, Sub-letting, Rates as per Schedule of Rates and Tendered Rates for various zones, Parties / Tenants;
 - iii. Generation of Bills against Rent, Compensation, Way Leave and Foreshore Encroachment, as per given parameters, showing break-up of rent, penalty and various taxes;
 - iv. Generation of printed bills with copies of the same to be sent through emails and SMS also; Party should be able to download a given bill, outstanding, penalty & TDS particulars through the web interface;
 - v. Billing includes Current bills (as per given periodicity, e.g., monthly, annual, etc.) and Arrear bills, Revised bills (as per approved accounting norm), Consolidated bills, - where applicable; In-place/Physical revision of any transaction record is not allowed; - such revision should be done through an adjustment transaction and adjustment journal. Modification of a record arising from data-entry mistake can be allowed only before the effect of next logical action / processing on it.
 - vi. Raising of Invoices for Land Premium / Upfront receivables where applicable and necessary accounting of the same.
 - vii. Automation of Due Dates for bills of various periodicity;
 - viii. Recovery / Collection against various bills / outstanding. A receipt against this may be in Full / Part / Advance / Lump sum, and for rent amount / interest / taxes or all three components of a bill;
 - ix. Maintenance and automatic adjustment of surplus receipts kept in party's suspense a/c, which is to be maintained plate-wise;
 - x. Payments are received through Cheques, designated Banks, e-Payment Gateway, RTGS / NEFT; Necessary safeguards and automatic alerts (through SMS / email reg. success & failure) should be incorporated.
 - xi. Provision of Cheques' Entry sub-module to account for various cheque receipts with details of payment instructions and actual / pending adjustments thereof against bills; Payment received by cheque will be accounted against the bills only upon realisation of the cheque.
 - xii. Processing of various receipts on the basis of FIFO or as per party's specific instruction or as per Court Order or administrative order, and issuance of money receipts;
 - xiii. Calculation and recovery of Penalty / Interest against late payments;
 - xiv. Collection of various taxes /TDS and generation of reports thereof; Adjustment of TDS including preparation of various MIS reports to be specified as per requirements. There should be a TDS window on the web interface for parties to enter bill-wise TDS particulars, which the system will reconcile with payments made and generate necessary report.

- xv. Auto-generation of various accounting journals including those of adjustments / final rectifications, revisions, which may also involve previous accounting years;
- xvi. Generation of various reports to assist management in enforcing timely billing and collection; Reports will be required in order of / for given parameter(s), like, Zone, Tenant, Plate (a translatable unit of land), Rent, Compensation, Period, Bill Date, Receipt Date, Date of Adjustment (against billed / outstanding amount), etc.;
- xvii. Provision for generation of above reports in Excel and PDF formats also, where required, with provision of emailing to designated recipients;
- xviii. Age-Analysis of outstanding amount, received amount and billed amount (incl. break-up of Rent, Interest and Taxes) with parametric reports thereon;
- xix. Generation of Alerts / Reminders in respect of tenancy expiry / renewal, rent-revision, bill payment, non-receipt of TDS certificates, etc. through MIS / emails / SMS;
- xx. Assessment of Municipal Taxes on Khas property and tenant-owned structures, with provision for maintenance of tax rates, effective dates, collection of taxes.
- xxi. Entry and Processing of Proposals for Lease / Licence.
- xxii. Maintenance of Cases – Legal and under PP Act. Provision for preparation of orders / calendar of orders and publishing of these on website;
- xxiii. Maintenance of various civil Drawings and Files pertaining to each lease / license.
- xxiv. Tracking of file movement;
- xxv. Provision of Goal-Seek to work out various options (w.r.t. receivable rent / compensation as per various rates) required for negotiation for maximum realisation of rents / outstanding as special management drive. Further, provision for generation and processing of Credit and Debit Notes to account for such revision / amendment of bills;
- xxvi. Generation of PP Act plaint, demand notice, offer letter, eviction notice;
- xxvii. Rent Revision – processing the proposal and tracking;
- xxviii. Refund of Earnest Money, Security Deposit;
- xxix. Bill processing module;
- xxx. Lease module including rent revision, enforcement of lease expiry and compensation;
- xxxi. Licence module;
- xxxii. Monthly processing of proposal for renewal;
- xxxiii. Yearly processing of renewal request;
- xxxiv. Provision of Mobile App based MIS;
- xxxv. Necessary integration with Finance, Legal module and Estate GIS (the latter being developed by ISRO) and POMS (Yard-Licensing module, which will continue to operate).
- xxxvi. Provision of Party-wise Ledger and Plate-wise sub-ledger.
- xxxvii. Auto generation of zone-wise market rate to be published in KoPT's website.
- xxxviii. Migration of all data (Masters & Transactions) to the revamped / new modules after necessary cleaning.

- b) Revamping of the existing **Pension module** to 3-tier web-applications including integration with existing Payroll and Finance modules. The Revamped pension system should cater to the requirement as mentioned hereunder :
- i. Creation of a single Pension Master after consolidation of existing data and removal of redundancies and then necessary updation of the consolidated master.
 - ii. Calculation of first (starting) pension, gratuity and commutation.
 - iii. Provision to update the inputs for the above, source for which is the Salary system under Pre-Audit Section.
 - iv. Recovery of port dues from above payables and processing / accounting of amount held up for future adjustments.
 - v. Disbursement of pension and related payables are done through KoPT for some and through LIC for others retiring on and from 01-Apr-2004.
 - vi. Generation of LIC Claim Form in cases of LIC-bound pensioners.
 - vii. Payables under Family Pension are : Normal (i.e., Wife's) and then other dependants thereafter that involve different calculations; First Pension; Including arrear for the period from effective date to date of approval; Regular monthly pension.
 - viii. Revision & Arrears (for a given individual case and for all general case) of various Pension owing to Pay-Revision / Policy change / Court order, etc. with retrospective effect.
 - ix. Calculation & disbursement of Ex-Gratia for 1st pension, normal and family.
 - x. Calculation and disbursement of monthly pension in a given case to multiple beneficiaries as per given criteria.
 - xi. Regular / monthly deduction as per court order / policy and transfer of deducted amount to booking section for onward remittance.
 - xii. Restoration of commuted amount after 15 years to payable monthly pension thereafter.
 - xiii. Closure of a pension account and issuance of recovery advice to bank.
 - xiv. I-T calculation & TDS processing on all types of pension and generation of various statements including Form-16.
 - xv. Generation of various reports for MIS and for beneficiaries.
 - xvi. Provision of ECS for various disbursements.
 - xvii. Calculation of Annuity for LIC-bound pension and revision of Annuity as and when required.
 - xviii. Preparation of Accounts of the Superannuation Fund and Gratuity Fund
- c) Revamping of some of **Finance modules** : Party bills module to incorporate more details / break-ups, like, category of procurement (i.e., whether goods, works, services, etc.), various regulatory tax components as per applicability, - TDS (under corporate, non-corporate, 194C, etc.), TCS, Service Tax, Cenvat Credit, VAT, GST, etc.; party's original bill-value, actual amount passed for payment and date of payment; Billwise list to show TDS breakup; enforcement of compliance to all taxes and submission of tax return.
- i. Cleaning and consolidation of various party codes into one central party master which should be used by all sub-modules.

- ii. Generation of various accounts statements (e.g., Trial Balance, PL a/c, Balance-Sheet, Schedules, Debtors and Creditors), Party Ledger, etc. under both old and new accounting systems.
- iii. Incorporation of uniform accounting codification system across all sub-modules.
- iv. Provision of Budget preparation for various cost centres and reconciliation of code combinations existing in Management Accounting module with that of Budget sub-module.
- v. Incorporation of Budgetary Control by reconciliation of expenditure (as per bills already passed) with budgetary provision.
- vi. User departments to input advice for various treasury receipts (e.g., for tender fee, guest-house rent, various services, etc. under miscellaneous bills).
- vii. Revamping of Cash Module to account for all receipts and payments and automatic generation of daily Cash-Book and Bank-Book.
- viii. Incorporation of Cost Analysis, Costing Statement, Operating Cost and Operating income.
- ix. Preparation of Claim from Central Govt. against Dredging cost through existing module.
- x. Provision for consolidation of Revenue A/c, Balance Sheet, Investment Schedules, Budgets as may be required.
- xi. Other related sub-modules – Telephone, Car rental, Advance, Miscellaneous Bills, etc.
- xii. Modification of Billing and other Modules suitable to the requirement of the Goods and Service Tax implementation at KDS.

2.1.3 Additional Work Against Payment on the basis of man-day rate

- i. **Table Structure:** Any change in table Structure involving more than 5 data fields in Master and Transactional tables and code thereof, which may be required outside the scope of proposed revamping.
- ii. **New / additional Development / Enhancement/ Support outside the scope of proposed revamping job:** Any new / additional Application development / Enhancement / Support that are presently unknown but may come up in future and are not mentioned under 2.1.2 above.

2.1.4. Allied requirements :

- i. The firm should deliver all necessary software documentation (like, SRS, SDD, Data-flow diagram, E-R diagram, etc.), user-manual, source-code, libraries / APIs, configurations and documentations related to change-management thereof.
- ii. The work includes implementation of suitable backup & retrieval procedures and effective version / change management.
- iii. The maintenance services would be provided on everyday basis to all existing server / user locations.

- iv. Routine troubleshooting and modifications (if required) of existing custom reports and custom developed Forms of the existing applications.
- v. Helping the internal users to carry out regular transactions in the system as and when required.
- vi. Development of new Reports/Forms/Procedures, etc. and related tables and database objects thereof within the structure of the existing application and their enhancements.
- vii. Telephone and e-mail support to the users as and when required.
- viii. Emergency support in weekend.
- ix. Any activity related to reconciliation of transactions entered into system by KoPT users.
- x. Training of existing users, if required.
- xi. Migration of existing application software to a system platform when upgraded.
- xii. Installation / Deployment / Configurations of Application Software at Servers and Clients.
- xiii. **Maintain History Table Data, in respect of Inserts, Deletes & Updates of records, wherever required.**
- xiv. **House Keeping:** Maintenance of updated source code and executables; and handover to KoPT periodically and as shall be indicated by KoPT.
- xv. **Application and Data Security:** All work related to Application and Data Security including coding. The firm should carry out all works related to House- Keeping (at O/S and Database levels, including necessary purging of files, tables and table data) and security from time to time and; as and when required without any additional cost and within the time schedule. Firm should follow CERT IN Guidelines and other rules enforced or made applicable from time to time. This may involve encryption, additional coding, creation of tables, forms and reports for the purpose of 'Security' as deemed necessary.
- xvi. **Quality Assurance and Control:** The firm should ensure quality of work and avoid recurrence of the error and rectification leading to new problems. Also, time taken to rectify must be kept within target dates.
- xvii. **Monitoring:** The firm should nominate a floor/on-site Project Supervisor who would interact with KoPT users, Module-Officers, Co-ordinate, liaison with all concerned and also accept the "Change Request Form" from KoPT. The person concerned should hold weekly/periodical meetings to sort-out the matter.
- xviii. **Deployment of Five technical support personnel at following sites of KoPT :**

Location	Server	No. of Personnel
----------	--------	------------------

15, Strand Road	Finance	3
15, Strand Road	Non-Finance (Estate, Legal, Labour, Marine, Civil, Admin)	
4, Fairlie Warehouse (Jetty building)	Vigilance	
6 G R, Road, Panbazar, Kidderpore	CMM (Materials Management)	2
Subhas Bhavan, 40 CGR Ramnagar	Traffic, , Permit	
Majher Hat Centenary Hospital	Hospital Management	
8 G R, Road, Mechanical Engg. departnet	Mechanical Engg.	

The deployment may change depending on requirement. The transport and other personal charges are to be borne by the firm. The personnel may also have to visit user departments at different locations at Kolkata.

- Databases would be managed by DBA provided by KoPT. However, the firm should also involve/refer their DBAs to resolve conflicts related to performance of the databases and application software.
- The scope also includes the following without any additional cost:

2.1.5.Approach & Methodology

- The firm shall perform the tasks specified in the scope of work on receipt of the Change Request Form (The currently used Change Request Form may be utilized).
- There shall be a single contact point of KoPT for each module and single point of contact for the Firm on the Site.
- The firm shall maintain a backup skill sets (in respect of software as well as business domain) for urgent replacement of its on-site personnel.
- The firm shall provide the services requested by the single point contact of KoPT for the concerned module.
- In case of requirement the firm will deploy additional manpower to meet the same and maintain the SLA (Service Level Agreement).
- In case of change of manpower, the firm will submit CV (indicating experience and Qualifications) of the substitute in advance.
- The firm will obtain requisite Security clearance of the personnel deployed and also abide by Security Regulations of KoPT that may be changed from time to time.
- The firm and KoPT shall maintain logbooks of daily maintenance activities.

2.2Period of Acceptance of Contract

The tenderer shall take over the job of 'Maintenance of Application Software' for the areas as mentioned in the scope of work within **15 days** from the date of issuance of work order.

2.3 Eligibility of Tenderers:

The invitation for tenders is open to reputed computer firms in India having previous performance records of providing ANNAUL MAINTENANCE SUPPORT to large application software similar to those mentioned in the Scope of Work of KoPT and also fulfilling the following:

A. Pre-Qualification Criteria

a) Technical:

- i) The firm should have adequate experience in development and maintenance of applications software using (a) Oracle Developer suite (Form 6i & Report 6i), PL/SQL and Oracle Database (8i and 10g), and (b) web-applications using Java, J2EE & Apache / Tomcat.
- ii) The firm should have office(s) at Kolkata with at least 30 graduate/post-graduate engineers / MCAs as software professionals on the payroll of the firm having prior working experience in areas stated above and located at Firm's Development Centre at Kolkata.
- iii) The company should have valid certifications for ISO 9001:2008, ISO 27001:2013 and CMMI Level-3 or above.

b) Commercial :

- i) Experience of having successfully completed development of application software / annual maintenance of applications software during last 7 years ending 31.03.2015, should be either of the following :
 - a) 3 similar completed works costing not less than the amount of Rs. **53** lakhs for each
 - b) 2 similar completed works costing not less than the amount of Rs. **67** lakhs for each
 - c) 1 similar completed works costing not less than the amount of Rs. **106** lakhs
- ii) The intending tenderer should have average annual financial turnover of the last three years ending 31-Mar-2015 at least 30% of the estimated project value.
- iii) "Similar works" referred to herein means works involving development and maintenance of applications software using (a) Oracle Developer suite (Form 6i & Report 6i), PL/SQL and Oracle Database (8i and 10g), and (b) web-applications using Java, J2EE & Apache / Tomcat.
- iv) The bidder should have software development centre at Kolkata.
- v) The company must be an Indian Company active in IT business for more than 7 years.
- vi) Consortium or joint bidding is not acceptable and will not be eligible to bid.
- vii) Sub-contracting of any part of the job is not acceptable.

B. Statement of Compliance to above Terms/Conditions to be submitted by bidder :

Sl. No.	Item of Works and Terms & Conditions	Whether Complied : Yes / No	REMARKS (Mention reference to supporting documents and Value etc as required / applicable in the remarks column)
1.	All items of works & services as mentioned under the Scope of Work under Clause-2	Yes / No	No Remarks / Option allowed
2	Adequate Experience in applications software development and maintenance work.	Yes / No	Mention application areas in remarks
3.	Experience in Applications Software Development using Oracle 8i, 10g RDBMS, PL/SQL, Oracle Forms, Oracle Reports and Java, J2EE, etc. on Apache / Tomcat	Yes / No	Mention technology platform / development tools, etc. in remarks
4.	At least 30 number of graduate/post-graduate engineers / MCAs directly employed as software professionals and posted at firm's Kolkata centre	Yes / No	Mention actual strength in remarks
5.	The company should have valid certifications for ISO 9001:2008, ISO 27001:2013 and CMMI Level-3 or above.	Yes / No	Mention reference to supporting documents
6.	3 (three) similar completed works costing not less than the amount of Rs. 53 lakhs for each OR 2 (two) similar completed works costing not less than the amount of Rs. 67 lakhs for each OR 1 (one) similar completed work costing not less than the amount of Rs. 106 lakhs for each	Yes / No Yes / No Yes / No	Mention actual value of work & reference to supporting documents in remarks
7.	The intending tenderer should have average annual financial turnover of the last three years ending 31-Mar-2015 at least 30% of the estimated project value.	Yes / No	Mention the actual average Turnover & reference to supporting documents in remarks

8.	Agreement to all Terms & Conditions mentioned in the Tender Document	Yes / No	No Remarks / Option allowed
----	--	----------	-----------------------------

Note: Supporting documents to be submitted along with the bid and original physical documents to be produced whenever required:

- i. Work completion certificates from the users stating details of the job, contract value and completion date.
- ii. List of organizations (clientele), their address and contact number where company at present is maintaining/giving support to similar type of installations in India.
- iii. Last three years' ending 31-Mar-2015 Audited Annual Accounts.
- iv. Certified copy of Memorandum of Association and Articles of Association in case the tenderer is a company

3. ADDITIONAL INSTRUCTIONS FOR TENDERERS

The tenderer shall examine carefully the General Conditions of Contract referred to herein. He shall visit & inspect the site & the equipment and on his own responsibility, shall obtain all information which may be necessary for the purpose of his tender offer. No excuse of ignorance as to site conditions and local information will be accepted in the event of his not visiting the site/equipment. All costs, charges and expenses that may be incurred by the tenderer in connection with the preparation of his tender, shall be borne by him and the Trustees accept no liability whatsoever, in this regard.

4. Format and Signing of tender :

The offer documents and supporting documents must be duly submitted and should bear signature(s) of the person(s) duly authorised to sign on behalf of the tenderer. Such authorisation shall be indicated by written power-of-attorney to be submitted along with the offer.

5. Rejection

Tender must be submitted for executing all works involved and any tender received for doing a portion of the work with responsibility for carrying out the remaining works by the Trustees' other contractors, will be liable for outright rejection.

6. Pre-bid Meeting

Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by the Tender Committee in a **Pre-bid Meeting** to be held offline in the office of the Jt. Director (P&R), P&R Division, 15, Strand Road, Kolkata – 700 001 on the date and time mentioned above.

Prospective tenderers are advised to attend the pre-bid Meeting since no excuse of ignorance of clarifications/amendments given by the Tender Committee in the Pre-bid Meeting shall be accepted. Minutes of the Pre-bid meeting will be posted in KoPT website / CPPP. Any offer having deviation from KoPTs Terms & Conditions after those are frozen in the Pre-bid Meeting, may render the offer unacceptable to KoPT.

7. Tender documents :

- i) The required goods and services, tendering procedures and contract terms are prescribed in the tender documents.
- ii) Tenderer is expected to examine the tender documents including addendum / corrigendum thereto and all instruments, forms, terms specifications in the tender documents.

8. Clarification of Tender Documents :

Prospective tenderers requiring further information or clarification of the tender documents may notify the Jt. Director (P&R) in writing or through Fax or e-mail at the Jt. Director (P&R)'s mailing address indicated in the invitation for tenders, before the Pre-bid meeting.

8.1. Amendment of Tender Documents :

- (i) At any time prior to the deadline for submission of tenders, the Jt. Director (P&R) for any reason whether at her own initiative or in response to a clarification required by a prospective tenderer, may modify the tender documents.
- (ii) The amendment shall be part of the tender documents pursuant to Clause 9 and will be notified in KoPT website / CPPP. The same will be binding on tenderers. Jt. Director (P&R) may, at his discretion, extend the deadline for the submission of the tenders.

9. Language of Tender :

The tender submitted by the tenderer and all correspondence and documents relating to the tender shall be written in English. Any printed / physical document / literature furnished by the tenderer written in any other language, must be accompanied by an English translation. For the purpose of interpretation of the tender documents, the English translation shall prevail.

10. Late Tenders :

Any tender received by the Jt. Director (P&R) after the deadline for submission of tenders prescribed by the Jt. Director(P&R) will stand rejected.

11. Price Bid :

Rate should be exclusive of Service tax / Applicable taxes :

Year of Maintenance	Lump sum basic rate for Maintenance (excluding all taxes, duties etc) (in Rs.) (a) a = a1 x 3	Lump sum cost for Revamping (excluding all taxes, duties etc) (in Rs.) (b)	Rate Per Man Days for works outside the defined scope (exclusive of all Taxes, duties etc) (in Rs) (c)	Cost of 100 Man Days (d) d=c x 100	Total Cost In Rs (e) e= a+b+d	Rates (%) of Taxes as applicable (f)
1 st Year	a1	b	c			
2 nd Year	a1	Not Applicable	c			
3 rd Year	a1	Not Applicable	c			

Notes :

- i. The bidder shall quote for the Maintenance job for a volume that should exclude one-year warranty benefit on the revamping job. Price quoted for column “a” shall remain fixed for each year (i.e., a1). No escalation of any price component, excluding prevailing taxes, would be allowed.
- ii. The bidders shall quote rate for “a” and lump sum amount for column “b”, excluding all applicable taxes, duties, etc. for “a” -one-year of Maintenance Services (which shall be same for the 2nd& 3rd year) and for “b” - the entire job of Revamping. Entire work under “b” will have to be completed (including implementation and formal user acceptance) in 9-months.
- iii. The payment for “b” shall be released in staggered manner as below :
 - a) 30% of “b” will be payable on acceptance of SRS (Software Requirements Specification) and SDD (Software Design Documents);
 - b) 70% of “b” will be payable on End-User Acceptance.
- iv. *The vendor should note that the contract will be valid for 3 year from the date of issuance of work order.*
- v. Evaluation of L1 (i.e., the lowest bid) shall be done on the basis of “e”, which shall include one year’s charge for “a”.

- vi. Escalation may be accepted only against statutory increase in service tax and any cess thereon.
- vii. The basic rate quoted in the tender shall hold good and shall be binding on the tenderer, notwithstanding any increase in the prices of materials and manpower or in the freights or levy of other charges whatsoever and the tenderer shall not be entitled to claim any increase over the rates quoted by him during the period of currency of the contract except taxes and duties as introduced / modified by Govt. from time to time.
- viii. The bidders should also quote for “per man-day” rate for any new / additional work, which is not known at present and hence to be considered outside the proposed revamping job (i.e., provision under clause 2.1.3). This item will also be taken for the purpose of evaluation of the lowest bid and will be taken into consideration for 100 man-days. This amount would however be paid only if additional work is done as per actual. KoPT does not assure of any such additional work.

12. Payment Terms :

- i. Payment for Software AMC (i.e., column – “a” of Price Bid) shall be made on pro-rata monthly basis after successful completion of service during the month.
- ii. Payment for Revamping job (i.e. column – “b” of Price Bid):
 - a) 30% of “b” shall be payable on acceptance of SRS (Software Requirements Specification) and SDD (Software Design Documents)
 - b) 70% of “b” shall be payable on End-User Acceptance.
- iii. Payment for Additional job (under 2.1.3), if any, on the basis of actual at the rate of column – “c” of Price Bid.
- iv. Payment will be made through ECS, Firms to provide information on Bank details.

13. MIS Reports on Fulfilment of Services / Deliverables

13.1 Service Description

Standard reports will have to be generated and submitted to **KoPT** for review in each calendar month. The reports should have the following contents and analysis of data to take preventive actions:

- Date / time of call
- Description of problem
- Summary of action taken
- Date / time solved
- Outstanding problem report (scheduled or ad-hoc)

The above information will allow KOPT to analyze the statistics/problem trends and to seek recommendation from the vendor for areas of improvement. Customer satisfaction survey to be conducted as per the frequency defined by KOPT.

13.2 Service Assumption

- Report formats and frequency will be discussed mutually.
- These are standard reports and any changes / amendments will be discussed in detail.

13.3 Service Deliverables

- Monthly reports on call statistics detail logs and management reports submitted on a timely basis.

The deliverable report shall be either on paper or on e-mail as convenient. Either review or time stamped messages shall authenticate validity.

14. Escalation Mechanism

- The escalation will depend upon the criticality of the equipment / service defined by KOPT. Critical equipment escalation will have more importance and for peripherals like printer etc. the escalation will have lower importance.
- All hardware calls escalations need to be closed within a time frame of maximum 48 hours.
- The following will be the escalation levels followed by the selected vendor to ensure support on technical issues arising out of the operations at KOPT's premises:

14.1 Internal Escalation Procedure

ESCALATION	AUTHORITY	CRITICAL CALLS RESOLUTION	NON CRITICAL CALLS RESOLUTION
First Level	Resident Engineers	1 Hr.	2 Hrs
Second Level	Project Leader	2 Hrs	4 Hrs

14.2 External Escalation Procedure

Third Level	Territory Manager - FE	8 Hrs	24 Hrs
Fourth Level	Area Manager - FE	24 Hrs	48 Hrs
Fifth Level	General Manager - FE	48 Hrs	96 Hrs

15. Profile and Responsibilities of the Project Leader

- Single point of contact for all issues related to the contract and its execution.
- Responsible for successful execution of the SLA to the satisfaction of all sites.
- Performance management of entire IT operations and associated resources.
- Account management.
- To handle all major escalations and ensure their speedy resolution.

- Conducting periodic service audit reviews with KOPT IT officials locally as well as with other locations to refine/customize the processes to fulfil customer needs.
- Compilation of performance reports.
- Overall in-charge of the account.
- Service Management expertise and ability to manage, improve service levels.
- People Management. Ability to lead/ motivate MAINTENANCE Team.
- Technical ability to understand the issues related to day-to-day operations.
- Excellent communications, interpersonal and analytical skills.
- Ability to see things from a “business” perspective.

16. Employment Agreement

Neither the Vendor nor KoPT will employ each other’s staff performing duty at site either directly or indirectly till one year after completion of these services or termination of the Contract. Neither company shall approach each other’s personnel for employment either directly or through consultants.

17. Contract Kick-Off

Prior to start of the AMC Services and on receipt of confirmed Purchase Order/ Letter of Intent, the vendor will carry out a Maintenance Audit prior to Project takeover / implementation and submit a report to KOPT of current operations status. The Project implementation time shall not exceed 15 days.

18. Care of the application software

KoPT will give the MAINTENANCE Vendor full access to the application software and will provide suitable working space to enable to provide Maintenance and support Services.

KoPT shall be responsible for providing proper site conditions, a standard power conditioning equipment and air-conditioning as per standard, wherever necessary.

The MAINTENANCE Vendor shall take suitable care of the application modules at all KoPT locations. Any untoward incident like corruption of data / database etc. should be brought to the notice of the authorities in writing immediately.

Any Intellectual Property made/designed/generated by KoPT shall remain the property of KoPT. The vendor would have no right to use them for their use.

19. SERVICE LEVEL AGREEMENT (SLA)

- (i) The firm should post at least 5 (five) officials (i.e., qualified software support personnel) on every working day of KoPT (i.e., 9:30 hrs to 17:30 hrs, Monday through Saturday) for regular software maintenance. In addition to this, adequate number of software developers / experts should be engaged by the firm for the jobs of revamping and other additional software developments.

- (ii) KoPT's operational departments / sites work on 24x7x365 basis. Therefore, the firm may be required to depute any number of persons on any day in order to mitigate all exigencies / pending tasks.
- (iii) The officials may have to be positioned in any office of KoPT at Kolkata. The transport and other personal charges have to be borne by the firm.
- (iv) There should be single point of contact. One personnel should coordinate at site and resolve problems of the team and users of the application software
- (v) The firm will not withdraw any official under their roll who have been deputed to KoPT's work. Documentation should be made for every change in Software as per standard format or format to be provided by KoPT.
- (vi) The firm should continuously update the documentation at the end of every month.
- (vii) The firm should immediately attend to the problems on receipt work order.
- (viii) **Resolution Time:**

A. Bugs and Errors

Category	<u>Resolution Time</u>
Category 1	To be rectified within 7 (seven) working days.
Category 2	To be rectified within 5 days.
Category 3	To be rectified with 1 day.
Category4	To be rectified within 2 hours.

- **Penalty would be charged @ Rs. 1000.00 per day per problem for above Categories.**

For Any New Report, Table, Forms, Processor Application :-

The job has to be done with stipulated time period failing which penalty @ **Rs.1000** per day would be charged.

- Any pending problem if not solved as per above stipulated time frame and that has caused stoppage of System resulting in Non- availability of service to Port Customers (e.g.Permit, license, or collection etc.), meet deadlines such sending of ECS information of Salary to the Bank or generation of Rental Bills, deadline set by Top Management etc., deduction @ **Rs 2000.00** per day would be applicable.
- KoPT reserves the right to get the pending problem solved by any other agency, if the firm fails to do so within stipulated time, at the risk and cost of the firm.

20.1 Response Time Penalty:

Penalty would be charged @ **Rs. 500.00** per hour beyond 2hrs for Critical problems and 4 hrs for Non Critical problems.

20.2 Recurrence Penalty

Penalty would be charged @ **Rs. 2000.00** per problem for recurrence of similar problem beyond 2 (two) occasions.

20.3 Bug Fixing Penalty

Penalty would be charged @ **Rs. 2000.00** per problem for a problem arising beyond 1 (one) occasion due to any bug fixed by the firm.

II. General Conditions Of Contract

21. Liability and Indemnity

KoPT shall have no liability whatsoever for any injury/death to vendor's employees, agents or representatives suffered while on KOPT premises or anywhere else and including, without limitation, any damages suffered which results from the malfunction of any equipment.

22. Performance Security Deposit :

The successful tenderer has to submit a Performance Security Deposit in the form of Bank Guarantee / Bank Draft in favour of Kolkata Port Trust equivalent to 10% of the contract value within 15 days from the date of issuance of confirmed work order. The BG would be retained by KoPT during the period of contract plus 3 months (i.e., total 39 months).

23. Risk Purchase :

Without prejudice to any of its legal rights, Kolkata Port Trust shall have the power to recover the any amount of damage caused due to non-fulfilment / failure of the firm, from any money due or likely to become due to contractor. The payment or deduction of such compensation shall not relieve contractor from their obligation to complete the work or from any of other obligations/ liabilities under the contract and in case of failure, at the absolute discretion of Jt. Director (P&R), Kolkata Port Trust, the work may be ordered to be completed by some other agency at the risk & expense of the contractor, after issuance of a notice in writing of minimum, seven days by the Jt. Director (P&R), Kolkata Port Trust or his representative.

24. Compliance of relevant Acts, Ordinances etc.

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees' Liability Act, 1938, Industrial Dispute Act, 1947, Indian Contract Act, Workmen's Compensation Act, The Contract Labour

(Regulation & Abolition) Act, 1970 etc. or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. Contractor will be fully responsible for any delay, damage, etc. and shall keep Kolkata Port Trust indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, for non-compliance or infringement of any such Act. Ordinance, Rules, Regulations, By-laws, procedures etc.

The aforesaid Regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

25. Damage & loss to private property & injury to workmen

The Contractor will at their own expenses, reinstate and make good upto the satisfaction of Kolkata Port Trust and pay compensation for any injury or loss or damage accrued to any property or rights whatsoever, including property and rights of Kolkata Port Trust or Agents or servants or employees of Kolkata Port Trust, the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the Contractor will indemnify Kolkata Port Trust against all claims enforceable against Kolkata Port Trust or any Agents, servant or employees of Kolkata Port Trust or which would be so enforceable against Kolkata Port Trust where Kolkata Port Trust is a private person, in respect of any such injury including injury resulting to death, loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise

26. Notification of the Award of Contract

The successful Tenderer is to be notified that their offer has been accepted and the basis on which, the tender has been accepted through 'Notification of the award of contract'. The 'Notification of the Award of Contract' will constitute the information of a contract until the contract has been effected as per "General Instructions to Tenderers".

27. Facilities to be made available to the firm from KoPT:

KoPT will provide the MAINTENANCE vendor the following facilities:

- a) Necessary space and computers for the support personnel
- c) One telephone line of H. O. exchange – free of cost
- d) One P&T Telephone line – to be paid by the MAINTENANCE vendor

28. LD (Liquidated Damages) applicable of Revamping job (mentioned under 2.1.2):

In case of delay, that is not attributable to KoPT, in delivery of products & services, an amount equivalent to 0.5% of the revamping cost (i.e., “b” of the Price Bid) shall be deducted for every week of delay or part thereof, subject to maximum of 10%.

29. Acceptance

It is not obligatory on the part of the Trustees to accept the lowest tender. They reserve the right to accept a tender in full or in part and /or reject tender(s) without assigning any reason.

Tenders shall be, in all cases, for the execution of the work in accordance with the General Conditions of Contract, Special Conditions of Contractor, Scope of Work and Bill of Quantities and any Addendum / Corrigendum thereto.

30. Treatment of Earnest Money Deposit :

- i) Earnest Money Deposit of unsuccessful tenderers will be refunded without interest through a/c payee cheque or ECS, as promptly as possible.
- ii) The successful tenderers' Earnest Money Deposit will be adjusted against the Security Deposit. The Balance Security Deposit (total 10% of the contract value) may be submitted through Bank Guarantee. (Format of the BG may be collected by the vendor).
- iii) The Earnest Money Deposit shall be forfeited if a tenderer withdraws its offer during the validity period of tender.
- iv) The EMD of a successful tenderer will also be forfeited if the tenderer fails –
 - A) to sign the agreement
 - B) to furnish the Performance Security Deposit as mentioned above.
- vii) Tenders without Earnest Money are liable to be rejected by the KoPT.

31. Period of validity of offers :

Tenders shall remain valid for **180** days after the date of tender closing prescribed by the Jt. Director (P&R) . Notwithstanding the above, the validity period of the offers may be extended by Jt. Director(P&R) with the consent of the tenderers.

32. Preliminary Examination :

Arithmetical errors shall be rectified on the following basis:-

- If there is a discrepancy between the unit price and the total cost that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total cost will be corrected.
- If there is a discrepancy between the group wise cost and the sum of the cost components, the latter shall prevail.

33. Taxes and duties etc. :

The tenderer shall be entirely responsible for all taxes, duties and other such levies arising out of this contract except Service tax and Educational Cess. Kolkata Port Trust will not issue any Sales Tax Declaration Forms.

Deduction shall be made from payments to the tenderer towards Income Tax, if applicable, as per the law and rules of the Government in force at the time of payment(s).

34. Acceptance /rejection of tenders :

Kolkata Port Trust reserves the right to accept or reject any tender without assigning any reason.

The Jt. Director(P&R) reserves the right to accept or reject any tender and to annul the tendering process & reject all tenders at any time prior to award of contract, without incurring any liability to the tenderers or any obligation to inform the tenderers of the grounds for his action.

35. Cancellation

If, it is found that two or more persons who are connected with one another financially or as principal and agent or Master and Servant, have tendered separately under different names for the same contract, without disclosing their connection or it is found that the same person has submitted more than one tender for the same work under different names, tenders may be rejected or any contract entered into under such conditions shall be liable to be cancelled at any time during its performance.

36. Conformation

The tenderer shall distinctly understand that –

- a) they will be strictly required to conform to the General Conditions of Contract and all other terms and conditions as contained in each of its Clause and the plea of ‘Custom Prevailing’ will not in any case be admitted as an excuse on their part for infringing any of the conditions;
- b) they shall refrain from sending revised or amended quotations, after the closing date and time of the tender;
- c) his intention towards acceptance or non-acceptance of any of the terms and conditions stated herein, shall have to be clearly mentioned in the Pre-bid Meeting. Non-acceptance and/or non-compliance of any of the terms and conditions, after those are frozen in the Pre-bid meeting, shall make such tenders liable for outright rejection.

37. Extension in the Tenderer's Performance :

Delivery of the services shall be made by the tenderer in accordance with the work schedule.

The tenderer may claim extension of time limits as set forth in the work schedule in case of –

- a) Changes ordered by the KoPT.
- b) Delay in providing any material, drawing or services which are to be provided by the KoPT.
- c) Force Majeure and
- d) Delay in performance of work caused by orders issued by the KoPT relevant to but not included in the contract

38. Termination for default :

The KoPT may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole if the contractor fails to deliver any or all of the services within the time period specified in the contract or any extension granted thereof by the KoPT.

The contract may be terminated anytime within the currency period the contract by Kolkata Port Trust at its sole discretion, after giving 7 days' Notice, for any of the following factors & for such cancellation, Kolkata Port Trust will under no circumstance be subject to any liability :-

- i) If firm fails to carry out the work as per Service Level Agreement (SLA) without any valid reason acceptable to Kolkata Port Trust.
- ii) If the contractor fails to perform any other obligation(s) under the contract, and if the contractor in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days or such longer period as the KoPT may authorise in writing.
- iii) KoPT reserves the right to terminate a contract in case they are satisfied that any bribe, commission, gift or advantage has been given or promised or offered by or on behalf of the tenderers to any officer, employees or representatives of KoPT or to any person on his or their behalf in relation of the acceptance of the tender.

39. Resolution of disputes :

In the event of any dispute, question of difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Chairman, Kolkata Port Trust shall be final.

If, however, the firm is dissatisfied with the decision of the Chairman, Kolkata Port Trust, the firm may, within 15 days after receiving notice of such decision, intimate the Chairman about their desire to get the matter referred to an Arbitrator. The Arbitrator may be nominated from the panel of Arbitrators maintained by Kolkata Port Trust within 30 days from the date of receipt of such communication from the firms' end and that reference shall be deemed to be a submission to the Arbitrator

within the meaning of Arbitration & Conciliation Act, 1996 or any amendment thereof. The decision of the Arbitrator shall, however, be final and binding on both Kolkata Port Trust and the firm. The cost incurred for referring the matter to arbitrator will be shared by both the parties equally.

40. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of the land. Court case, if any arises out of the contract, shall be referred to the High Court at Kolkata.

41. Force Majeure

In the event of the contractor / Kolkata Port Trust being prevented from fulfilling its obligation in full or in part arising out of this contract, due to any Force Majeure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike etc, the affected party shall forthwith, but in no case later than 24 hrs from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of "Force Majeure".

42. Workmen's Compensation :

Workmen's Compensation Act should be followed by the tenderer for providing insurance coverage to their employees.

43. Transport

The tenderer is also required to have their own transport for movement of their men and material inside/outside the port premises. No vehicle or manual assistance will be Provided by Kolkata Port Trust.

44. Statutory Rules & Regulation

The tenderers/contractor will strictly adhere to all rules and regulations as laid down by the Govt. of India, State Government Authority, Local Authority, Statutory Bodies and Kolkata Port Trust in this connection.

45. Pre-bid meeting / other terms & conditions :

All other terms and conditions will be as mentioned in the tender document or as decided in the Pre-bid meetings.

46. Indemnity :

The tenderer shall indemnify KoPT during the various stages of execution of the contract, regarding damages or loss of or injury to or death of :

- Third parties
- KoPT's facilities and goods attributable to the tenderer

47. Acceptance Criteria :

- i) The tenderer shall provide all necessary software tools at his own cost for the purpose of inspection and testing.

- ii) All results of inspection and tests will be recorded for inspection and verification by KoPT. These reports shall form a part of the job completion documents.
- iii) Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this contract.