

\*  
\*\*  
\*\*\*  
\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

**TENDER FOR PROVIDING 'MAINTENANCE and SUPPORT' TO  
VARIOUS APPLICATION SOFTWARE PRESENTLY IN  
OPERATION IN KOLKATA DOCK SYSTEM  
OF KOLKATA PORT TRUST**

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*  
\*\*\*  
\*\*  
\*

**TENDER NO. : PLG/CS/SOFTWARE-AMC/114 Dated. : 21.05.2015**

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

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

**NOTICE INVITING TENDERS**

TENDER NO. : Plg/CS/SOFTWARE-AMC/114    Dated : 21.05.2015

Sealed offers are invited from computer firms in India for providing 'Maintenance Services and Support' to the Application Software presently running in Kolkata Dock System of Kolkata Port Trust, the details of which are available in the 'Scope of Services' of the Tender document. The detailed tender document would be available in the KoPT website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in).

The tender document may also be obtained from The Jt. Director(P&R), P&R Division, Kolkata Port Trust, 15, Strand Road, Kolkata-700001 ( Tel: 2210-7365 ) at a cost of **Rs. 1000/-**, to be deposited in cash to the Treasurer, Kolkata Port Trust at 15, Strand Road, Kolkata - 700001 after proper endorsement from the office of the Jt. Director (P&R), P&R Division.

**Important Information:** -

**Last date of purchase of tender Document : 1300 hrs. on 11.06.2015**

**Date of Pre bid meeting : 1130 hrs. on 02.06.2015**

**Last date of submission of offer : 1400 hrs. on 11.06.2015**

**Date of opening : 1500 hrs. on 11.06.2015**

**EMD : Rs. 38,000/-**

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

( Rebecca Das )  
Jt.Director (P&R)

## **TABLE OF CONTENTS**

NOTICE INVITING TENDERS .....	
Instructions for tenderers .....	
General Conditions of Tender.....	
Special Conditions of Tenders .....	
Damages payable by the contractors.....	
Risk Purchase.....	
<b>2. SCOPE OF SERVICES.....</b>	<b>5</b>
<b>2.1 Application Software .....</b>	<b>5</b>
2.1.1 Module description .....	5
2.1.1.1 List of Module and Sub-Modules .....	
2.1.1.2 Summary of Application software .....	
<b>2.1.2 Scope of Work .....</b>	<b>6</b>
<b>2.1.3 Additional Work Against Payment .....</b>	<b>8</b>
<b>2.1.4 Approach &amp; Methodology.....</b>	<b>8</b>
2.2 Period Of Acceptance .....	9
2.3 Eligibility of Tenderers :.....	9
Pre Qualification Criteria .....	10
Compliance Statement .....	10
State reference document if complied.....	10
Technical.....	
3. INSTRUCTIONS FOR TENDERERS.....	10
4. Format and Signing of tender : .....	10
5. Corrections.....	10
6. Rejection .....	11
7. Pre-Bid Meeting .....	11
8. Tender documents :.....	11
9. Clarification of Tender Documents : .....	11
10. Amendment of Tender Documents :.....	11
11. Language of Tender : .....	11
12. Deadline for submission of offers :.....	12
13. Late Tenders : .....	12
14. Tenders despatched through Post.....	12
15. Acceptance.....	12
16. Earnest Money Deposit :.....	12
17. Preparation of Tenders .....	13
<b>17.1 Documents comprising the tender .....</b>	<b>13</b>
18. Price Bid : .....	14
19. Period of validity of offers :.....	15
20. Preliminary Examination : .....	15
21. Taxes and duties etc. : .....	15
22. Acceptance /rejection of tenders :.....	15
23. Cancellation .....	15
24. Conformation .....	16
25. Extension in the Tenderer's Performance : .....	16
26. Termination for default : .....	16

27.	Resolution of disputes :.....	17
28.	Applicable Law .....	17
29.	Force Majeure .....	17
30.	Workmen’s Compensation : .....	18
30.A	Transport .....	18
31.	Statutory Rules & Regulation .....	18
32.	Pre-bid meeting / other terms & conditions :.....	18
33.	Indemnity :.....	18
34.	Acceptance Criteria :.....	18
35.	Price offer.....	18
35A.	Performance Security Deposit : .....	19
36.	Risk Purchase :.....	19
37.	Compliance of relevant Acts, Ordinances etc.....	19
38.	Damage & loss to private property & injury to workmen .....	19
39.	Notification of the Award of Contract .....	20
40.	Facilities from KoPT.....	20
41.	Payment Terms : .....	20
43.	Bill of Quantities.....	20
44.	Customer satisfaction survey .....	21
45.	MIS Reports .....	21
	<b>45.1 Service Description</b> .....	21
	<b>45.2 Service Assumption</b> .....	21
	<b>45.3 Service Deliverables</b> .....	21
46.	Escalation Mechanism .....	22
47.	Responsibilities and Personnel Profile.....	22
	<b>47.1 Project Leader</b> .....	22
	Responsibilities .....	22
	Skills .....	
48.	Employment Agreement .....	22
49.	Contract Kick-Off .....	23
50.	Care of the application software .....	23
51.	Liability and Indemnity.....	23
52.	SERVICE LEVEL AGREEMENT (SLA) .....	23
	Remarks .....	

## 2. SCOPE OF SERVICES

The Jt. Director(P&R) wishes to receive tenders for providing ‘Maintenance Services and Support’ for the computerised Applications Software presently in operation in Kolkata Dock System, Kolkata Port Trust.

### 2.1 Application Software

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

#### 2.1.1 Module description:

**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 module takes care of the management of lands, buildings, quarters and structures owned by KoPT under KDS. It has sub-modules catering to all the activities namely management of Land Records, Lease & Tenancy, Licensing, Rates, Billing (Rent and Compensation, Current and Arrears, etc), Assessment, Proposal, Cases, etc.

**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 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      Scope of Work**

- To maintain the Application Software as indicated above. This would include backups and effective version / change management.
- The maintenance services would be provided on everyday basis to all existing server / user locations. The scope of work includes: -
- Routine troubleshooting and modifications (if required) of existing custom reports and custom developed Forms of the existing applications.
- Helping the internal users to carry out regular transactions in the system as and when required.
- Development of new Reports/Forms/Procedures, etc. and related tables and database objects thereof within the structure of the existing application and their enhancements.
- Telephone and e-mail support to the users as and when required.
- Emergency support in weekend.

- Any activity related to reconciliation of transactions entered into system by KoPT users
- Training of existing users, if required.
- Migration of existing application software to a system platform when upgraded.
- Migration of a few selected application modules / sub-modules from Client-Server architecture to 3-Tier web-enabled applications.
- Installation / Deployment / Configurations of Application Software at Servers and Clients
- 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:

#### **Table Structure:**

Any change in table structure up to 5 data-items in the related Master and Transaction files / tables and resulting modifications in codes thereof.

**Maintain Delete and Update History Table Data** wherever required.

**House Keeping:** Maintenance of updated source code and executables; and handover to KoPT periodically and as shall be indicated by KoPT.

**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.

**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.

**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.

### **2.1.3 Additional Work Against Payment**

**Table Structure:** Any change in table Structure beyond 5 data fields in Master and Transactional tables and code there of.

**New Application:** Any new Application developed by the firm.

### **2.1.4 Approach & Methodology**

- a) 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).
- b) There shall be a single contact point of KoPT for each module and single point of contact for the Firm on the Site.
- c) 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.
- d) The firm shall provide the services requested by the single point contact of KoPT for the concerned module.
- e) In case of requirement the firm will deploy additional manpower to meet the same and maintain the SLA (Service Level Agreement).
- f) In case of change of manpower, the firm will submit CV (indicating experience and Qualifications) of the substitute in advance.
- g) 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.
- h) The firm and KoPT shall maintain logbooks of daily maintenance activities.



## **2.2 Period Of Acceptance**

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 like in KOPT in the scope of work and also fulfilling the following:

- i) Experience of having successfully providing annual maintenance to application software during last 5 years ending 31.03.2015 should be either of the following:
  - a) 3 similar completed works costing not less than the amount of Rs. 8 lakhs for each
  - b) 2 similar completed works costing not less than the amount of Rs. 10 lakhs for each
  - c) 1 similar completed works costing not less than the amount of Rs. 16 lakhs
- ii) The company should be a ISO 9001 – 2008 certified company.
- iii) The company should have sufficient personnel in the field of applications software maintenance including related systems software and tools in their office at Kolkata.

## **I. Pre-Qualification Criteria**

### **A) Technical:**

The firm should have adequate experience in development/ maintenance work using Oracle Developer suite (Form 6i & Report 6i), PL/SQL and Oracle Database (8i and 10g).

1. The firm should have office(s) at Kolkata with at least 10 graduate/post-graduate engineers / MCAs as software professionals having prior working experience in areas stated above.

### Statement of Compliance

Sl. No.	Pre Qualification Criteria	Compliance Statement		State reference document if complied
		Comply (Tick √ )	Non-Compliance (Tick √ )	
1.	Adequate Experience in applications software development and maintenance work.			
2.	Experience in Oracle 8i, 10g RDBMS, PL/SQL, Oracle Forms and Oracle Reports.			
3.	No. of graduate/post-graduate engineers / MCAs employed as software professionals			

### **3. 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 original tender format and accompanying documents must be written in indelible ink and shall be signed by the person(s) duly authorised to sign on behalf of the tenderer. Such authorisation shall be indicated by written power-of-attorney accompanying the offer. All pages of the offer except for unamended printed literature shall be initiated by the person(s) signing the offer. The name and position held by each signatory must be typed or printed or sealed below the signature.

### **5. Corrections**

The tender shall contain no interlineations, erasers or over-writing except as necessary to correct the errors made by the tenderer in which case such corrections shall be initialled by the person(s) signing the offer. No whitener should be used for overwriting / correction. Any pen-through corrections must be duly endorsed.

## **6. 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.

## **7. 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 in the office of the Jt. Director (P&R), P&R Division, 15, Strand Road, Kolkata – 700 001 on at **11-30 hrs. on 26.05.2015.**

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. Any offer having deviation from KoPTs Terms & Conditions after those are frozen in the Pre-bid Meeting, may render the offer unacceptable to KoPT.

## **8. 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.

## **9. 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.

## **10. 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 his 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. The same will be binding on tenderers. Jt. Director (P&R) may, at his discretion, extend the deadline for the submission of the tenders.

## **11. 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 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.

**12. Deadline for submission of offers :**

The original tender, must be received by the Jt. Director(P&R) at the office of the Jt. Director(P&R), P&R Division, 15, Strand Road, Kolkata – 700 001, not later than **14.00 hrs on 05.06.2015.**

**13. 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) pursuant to clause 12, will stand rejected and will be returned unopened to the tenderer on request.

**14. Tenders despatched through Post**

Tenders received through post shall be accepted provided the same should reach the office of the Jt. Director (P&R) , P&R Division, Kolkata Port Trust, 15, Strand Road , Kolkata – 700 001 prior to the expiry of the stipulated time as per Clause 13. Any tender received after expiry of the stipulated time will be rejected.

**General Conditions Of Tender**

**15. 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.

**16. Earnest Money Deposit :**

- i) The tenderer shall furnish as a part of its offer, the Earnest Money Deposit of **Rs. 38,000/- (Rupees Thirty Eight Thousand only)** in the form of a Bank Draft / Pay Order / Banker's Cheque drawn in favour of 'Kolkata Port Trust' drawn on any Nationalised / Scheduled bank, payable at Kolkata.
- ii) The Earnest Money may be deposited in cash. In that case, the vendor should deposit the money to Treasurer, KoPT and obtain the Treasury Receipt (TR ). The TR should be submitted with the offer

- iii) Earnest Money Deposit of unsuccessful tenderers will be refunded without interest through a/c payee cheque or ECS, as promptly as possible.
- iv) 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).
- v) The Earnest Money Deposit shall be forfeited if a tenderer withdraws its offer during the validity period of tender.
- vi) 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.

## **17. Preparation of Tenders**

### **17.1 Documents comprising the tender**

The tender prepared by the tenderer shall include the following components (enclosed in sealed covers as indicated):-

- A) Inner cover I superscribed “**Earnest Money Deposit**”-  
Containing the Earnest Money Deposit and the cost of tender document in the form of a bank draft, if not already deposited.
- B) Inner cover II superscribed “**Techno-Commercial document with work experience**” containing
  - I) Work completion certificates from the users stating details of the job, contract value and completion date.
  - II) Last three years Audited Balance Sheet. & Profit and Loss account
  - III) Partnership deed (duly attested) in case the tenderer is a partnership firm,  
 O R  
 Certified copy of Memorandum of Association in case the tenderer is a company,  
 OR  
 Statement indicating the firm is a proprietorship one.  
 OR  
 Document indicating Consortium

IV) Documentary evidence shall be in accordance with clause-2.2 **that the tenderer as furnished below:**

i) Experience of having successfully providing annual maintenance to application software during last 5 years ending 31.03.2015, should be either of the following :

- a) 3 similar completed works costing not less than the amount of Rs. 8 lakhs for each
- b) 2 similar completed works costing not less than the amount of Rs. 10 lakhs for each
- c) 1 similar completed works costing not less than the amount of Rs. 16 lakhs

iii) The company should be a ISO 9001 – 2008 certified company.

iv) The company should have sufficient no. Of software maintenance personnel in the field of software maintenance in their office at Kolkata.

iv) List of organizations (clientele), their address and contact number where company at present is maintaining/giving support to similar type of installations in India.

v) A signed copy ( in all the pages ) of the Tender Document indicating acceptance of all the terms and conditions of the tender should be submitted along with the offer.

C) Inner cover III superscribed “**Price Bid**” – containing the details price bid as per specifications given in the tender documents. The price bid would be in accordance with clause 18.

**18. Price Bid :**

i) Price quoted by the tenderer shall remain fixed and no escalation would be allowed.

ii) **The tenderers shall quote yearwise lump sum amount including all taxes, duties etc. Excluding service tax for the entire job for 1 year of Maintenance Services as indicated in the bill of quantity.**

iii) **They should also quote for “per man-day” rate for new work as stated in the scope. This would be taken for the purpose of evaluation on the basis of assumption, i.e. computed 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 additional work.**

*The vendor should note that the tender will be valid for 1 year from the date of issuance of work order OR Implementation of ERP at KoPT whichever would be earlier.*

P.S. : Escalation may be accepted against statutory increase or change in govt. taxes, duties , cess etc.

**19. 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.

**20. 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.

**21. 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).

**22. 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.

**23. 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.

#### **24. Conformation**

The tenderer shall distinctly understand that –

- a) they will be strictly required to conform to the General Conditions of Contract 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.

#### **25. 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

#### **26. 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.

**27. 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.

**28. 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.

**29. 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".

**30. Workmen's Compensation :**

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

**30.A 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.

**31. 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.

**32. 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.

**33. 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

**34. 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.

**SPECIAL CONDITIONS OF TENDER**

**35. Price offer**

The basic rate ( including all taxes and duties excluding Service tax & Educational cess ) quoted in the tender shall hold good and shall be binding on the tenderer, not withstanding any increase in the prices of materials and labour 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.

**35A. 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.**

**36. 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.

**37. 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.

**38. 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

**39. 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 pursuant to Clause 15 of "General Instructions to Tenderers".

**40. Facilities 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

**41. Payment Terms :**

- a) Payment will be made on monthly basis. after successful completion of the month during the contract / period as per Service Level Agreement (SLA)
- b) Payment will be made through ECS, Firms to provide information on Bank details.

**43. Bill of Quantities**

**Rate should be exclusive of Service tax / Applicable taxes :**

<b>Year of Maintenance</b>	<b>Lump sum basic rate for Maintenance (exclusive of all taxes, duties etc) ( in Rs) (a)</b>	<b>Rate Per Man Days (exclusive of all Taxes, duties etc) (in Rs)</b>	<b>Rate Per Man Days x 100 (b)</b>	<b>Total (a+b) In Rs</b>
<b>1<sup>st</sup>. year</b>				

#### **44. Customer satisfaction survey**

Customer satisfaction survey to be conducted as per the frequency defined by KOPT.

#### **45. MIS Reports**

##### **45.1 Service Description**

Standard reports will 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.

##### **45.2 Service Assumption**

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

##### **45.3 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.

**46. 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:

**Internal Escalation Procedure**

	<b>AUTHORITY</b>	<b>CRITICAL CALLS RESOLUTION</b>	<b>NON CRITICALCALLS RESOLUTION</b>
<b>First Level</b>	Resident Engineers	1 Hr.	2 Hrs
<b>Second Level</b>	Project Leader	2 Hrs	4 Hrs

**External Escalation Procedure**

<b>Third Level</b>	Territory Manager - FE	8 Hrs	24 Hrs
<b>Fourth Level</b>	Area Manager - FE	24 Hrs	48 Hrs
<b>Fifth Level</b>	General Manager - FE	48 Hrs	96 Hrs

**47. Responsibilities and Personnel Profile**

**47.1 Project Leader**

**Responsibilities**

- 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.

**48. 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.

**49. 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 an 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.

**50. 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.

**51. 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.

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..

**52. SERVICE LEVEL AGREEMENT (SLA)**

- (i) The firm should post at least 5 (five) officials at any point of time. However, the firm may have to depute any number of persons to attend all pending problems.
- (ii) 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.
- (iii) 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
- (iv) 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.

(v) The firm should continuously update the documentation at the end of every month.

(vi) The firm should immediately attend to the problems on receipt work order.

viii) **Resolution Time:**

**A. Bugs and Errors**

<b>Category</b>	<b><u>Resolution Time</u></b>
<b>Category 1</b>	To be rectified within 7 (seven) working days.
<b>Category 2</b>	To be rectified within 5 days.
<b>Category 3</b>	To be rectified with 1 day.
<b>Category 4</b>	To be rectified within 2 hours.

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

**B. For Any New Report, Table, Forms, Process or 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.

**Response Time Penalty:**

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

**Recurrence Penalty**

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

**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.