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**

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

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TENDER NO. : PLG/CS/SOFTWARE-AMC/155 Dated. : 22-Jun-2015

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

NOTICE INVITING TENDERS

TENDER NO. : Plg/CS/SOFTWARE-AMC/155 Dated : **22-Jun-2015**

P&R Division, Finance Department, Kolkata Port Trust invites e-Tender under single stage two part system (**Part I: Techno-Commercial Bid and Part II: Price Bid**) from bona fide and reputed **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' Services as specified in this tender document and in accordance with the General and Special Conditions of Contract.

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

P&R Division, Finance Department of Kolkata Port Trust, who are intending to enter into the Contract of Annual Maintenance Services and Support, hereinafter is referred to as "Buyer" or "Principal" or "KoPT" and the MSTC Ltd., the Service Provider to conduct e-tender, as "MSTC".

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/155 Dated. : 22-Jun-2015
2.	MODE OF TENDER	e-Procurement System Online submission of Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. The intending bidders are required to submit their offer electronically through this e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
3.	E-Tender No. / Event No.	
4.	Date of publication of e-Tender through Newspaper insertion, publication in KoPT & MSTC websites and Central Public Procurement Portal	22-Jun-2015
5.	Date of availability of NIT to the Vendors for downloading	22-Jun-2015 at 10:00 Hrs.
6.	Date of Offline Pre-Bid meeting	02-Jul-2015 at 11:30 Hrs.
7.	Earnest Money Deposit	"Earnest Money Deposit" of Rs.38,000.00 (Rupees Thirty Eight Thousand only) may be paid by NEFT / RTGS in favour of Kolkata Port Trust. Name of the Bank: INDIAN OVERSES BANK Branch Name: STRAND ROAD BRANCH, KOLKATA A/c. No.: 06750200000491 Type of Account.: Current Account IFSC Code No.: IOBA0000675
8.	Tender Cost	"Tender Cost" of Rs. 1,000.00 (Rupees One Thousand only) may be paid by NEFT / RTGS in favour of Kolkata Port Trust. Name of the Bank: INDIAN OVERSES BANK Branch Name: STRAND ROAD BRANCH, KOLKATA A/c. No.: 06750200000491 Type of Account.: Current Account IFSC Code No.: IOBA0000675
Payment of Tender Cost & EMD should be made well in advance before opening of e-Tender by NEFT / RTGS in favour of Kolkata Port Trust.		
9.	Transaction Fee	Rs. 1140/- (Rupees One Thousand One Hundred Forty) only Including of Service Tax @14%. Payment of Transaction Fee by NEFT / RTGS in favour of MSTC LIMITED.
10.	Last date of submission of EMD & Tender Cost to KoPT	13-Jul-2015 up to 15:00 Hrs.
11.	Last date of submission of Transaction fee through RTGS / NEFT in favour of MSTC Limited, Kolkata.	Three working days before the last date of closing of online bidding for the e-Tender.
12.	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/kopt	02-Jul-2015 at 14:00 hrs.
13.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/kopt.	14-Jul-2015 at 15:00 hrs.
14.	Date & time of opening of Part-I (Techno-Commercial Bid)	14-Jul-2015 at 15:30 hrs.
15.	Date & time of opening of Part-II (Price Bid)	Shall 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.

Important Instructions for E-procurement

This is an e-procurement event of Kolkata Port Trust. The e-procurement service provider is MSTC Ltd. of 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the Terms & Conditions (Annexure- II) of this tender before submitting your online tender. Tenderers who do not comply with the Conditions with documentary proof (wherever required) will not qualify in the Tender for opening of Price Bid.

1. Process of E-tender:

A) **Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type Digital Signature Certificate. Vendors are to make their own arrangement for bidding from a PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt. depts. → Register as Vendor under KoPT - Filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact KoPT / MSTC (before the scheduled time of the e-Tender).

Contact person (P&R Division, KoPT):

- | | |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 1. Shri Shivasish Chakraborty
Dy. Director (EDP)
Mobile No. 986298644
Email: shivasish@kopt.in | 2. Shri Naba Dey Roy
Sr. Dy. Director (EDP)
Mobile No. 986298640
Email: nabadeyroy@kopt.in |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|

Contact person (MSTC Ltd):

- | | |
|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| 1. Mr. Arindam Bhattacharjee
Deputy. Manager (E-commerce)
MobileNo:09330102643
Email: arindam@mstcindia.co.in | 2) Mr. Sabyasachi Mukherjee
Junior Manager (E-commerce)
Mobile- 07278030407
Email: smukherjee@mstcindia.co.in |
|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
- Landline: (033) 22901004

3. Ms Sumona Maity
Management Trainee (E-Commerce)
Mobile-0983155225
Email: smaity@mstcindia.co.in

System Requirement:

- i) Windows 98 / XP-SP3 or above / Windows 7 Operating System
- ii) IE-7 or above Internet browser.
- iii) Signing & Encryption type digital signature
- iv) JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium
- v) To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once)

Part-I: Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

Part-II: Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by KoPT. Such bidder(s) will be intimated the date of opening of Part II Price bid, through valid email confirmed by them.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction Fee: PAYMENT OF Transaction fee By NEFT / RTGS in favour of MSTC Limited. The Bank details, format etc for sending Transaction fee by NEFT / RTGS to MSTC is detailed below:

Bank Details : Axis Bank, Shakespeare Sarani Branch
A/C Details : A/c.No.005010200057840
IFSC Code No. : UTIB0000005

“The vendors shall enter the Transaction Fee details by using the “Transaction Fee Entry” Link under “My Menu” in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the “Confirm” Button”.

NOTE : The bidders should submit the Transaction Fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.

Contact Details:

Fax No. : 033- 22831002

Email ids:

- a. sanjibpoddar@mstcindia.co.in,
- b. arindam@mstcindia.co.in,
- c. rpradhan@mstcindia.co.in,
- d. smukherjee@mstcindia.co.in.

Bidders may please note that the Transaction Fee should be deposited by debiting the A/C of the bidder only, Transaction Fee deposited from or by debiting any other party's a/c will not be accepted. Transaction fee is non-refundable.

In case of failure to submit the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.

In case of failure to submit the payment towards Cost of Tender document & EMD for any reason, the vender, in term, will not have the access to on line e-Tender 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 by NEFT / RTGS well in advance and verify completion of transaction in respect of Tender Fee and EMD.

Vendors are instructed to use link in **My Menu** to **Upload Documents** in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through *Attach Document* link against the particular tender. For further assistance please follow instructions of vendor guide.

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 corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

E-tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-Tender:

- a. Bidder(s) need to submit necessary EMD, Tender Cost / Fee (If ANY) and Transaction Fees for getting eligibility to bid online in the e-tender. Tender fee and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KOPT.
- b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → Psu / Govt depts. → Login under KOPT → My Menu → Auction Floor Manager → live event → Selection of the live event.
- d. The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms /Commercial specification and save the same. After that clicking on the Techno-Commercial bid, if this application is not run then the bidder will not be able to save / submit his Techno-Commercial bid.
- e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "**Save**" to record their Price Bid. Then once both the Techno-Commercial bid & Price Bid has been saved, the bidder can click on the "**Submit**" button to register their bid.
- f. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- h. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter **SUPPLIER**.

- j. It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- k. Buyer 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.
- l. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- m. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

Any order resulting from this open e-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 e-Tender without assigning any reason thereof.

The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/KoPT of MSTC Ltd.

The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

The bid will be evaluated based on the filled-in technical & commercial formats.

The documents uploaded 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.

Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome/KOPT of MSTC Ltd. to familiarize them with the system before bidding.

COMMERCIAL TERMS & CONDITIONS

Concurrence and remarks for all Commercial Terms & Conditions will be taken Online. Upload supporting documents wherever necessary. No hardcopy for the same needs to be submitted. If required, the Bidder(s) may be asked to produce the Original documents before the Tender Committee for verification purpose only.

REQUIREMENT OF VENDOR :

- PC (Personal Computer) connected with Internet.
- Registration with portal www.mstcecommerce.com/eprochome/kopt.
- Submission of Tendering Fees to MSTC Ltd. before e-tender.
- **Class 2 or Class 3 digital certificates in the name of the Company of the vendor (in the name of the Company who will be submitting the EMD & General Information). This may be obtained from any of the certifying authorities. Bids will not be recorded without Digital Signature.**

Note: Please check the Digital Certificate. In case of any clarification please contact MSTC Ltd., before the scheduled time of the e-tender.

AMENDMENT OF TENDER DOCUMENTS:

- a) At any time prior to the deadline for submission of tenders, the Chief Medical Officer for any reason whether at his 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 MSTC's / 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 MSTC / KoPT / CPP Portal in their own interest.

2. SCOPE OF WORK

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 Details of Work / Services

- 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:

Change in Database 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 similar to those mentioned in the Scope of Work of KoPT and also fulfilling the following:

I. Pre-Qualification Criteria

A) Technical:

1. The firm should have adequate experience in development / maintenance of applications software work using Oracle Developer suite (Form 6i & Report 6i), PL/SQL and Oracle Database (8i and 10g).
2. 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.

B) Commercial :

- 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.

Statement of Compliance to above Terms / Conditions to be entered online :

Sl. No.	Item of Works and Terms & Conditions	Whether Complied : Yes = Complied No = Not Complied	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 Oracle 8i, 10g RDBMS, PL/SQL, Oracle Forms and Oracle Reports.	Yes / No	Mention technology platform / development tools, etc. in remarks
4.	At least 10 nos. of graduate/post-graduate engineers / MCAs employed as software professionals	Yes / No	Mention actual strength in remarks
5.	The company should be a ISO 9001 – 2008 certified company	Yes / No	Mention reference to supporting documents
6.	3 (three) similar completed works costing not less than the amount of Rs. 8 (eight) lakhs for each	Yes / No	Mention actual value of work & reference to supporting documents in remarks
7.	2 (two) similar completed works costing not less than the amount of Rs. 10 (ten) lakhs for each	Yes / No	Mention actual value of work & reference to supporting documents in remarks
8.	1 (one) similar completed work costing not less than the amount of Rs. 16 (sixteen) lakhs for each	Yes / No	Mention actual value of work & reference to supporting documents in remarks
9.	Agreement to all Terms & Conditions mentioned in the Tender Document	Yes / No	No Remarks / Option allowed

Note: Supporting documents to be submitted online 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 Audited Balance Sheet and Profit & Loss account
- iv. 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.

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 online 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 online 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 at **11-30 hrs. on 02-Jul-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 the MSTC Portal and 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.

9. Amendment of Tender Documents :

- (i) At any time prior to the deadline for submission of e-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 MSTC Portal and 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.

10. 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.

11. Late Tenders :

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

General Conditions Of Tender

12. 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.

13. 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.

14. 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.

15. 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.

16. 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).

17. 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.

18. 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.

19. 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.

20. 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

21. 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.

22. 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.

23. 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.

24. 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".

25. Workmen's Compensation :

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

26. 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.

27. 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.

28. 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.

29. 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

30. 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

31. 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)	Rate Per Man Days (exclusive of all Taxes, duties etc) (in Rs) (b)	Cost of 100 Man Days (c) (c=b x 100)	Total (a+c) In Rs (d)	Rates (%) of Taxes as applicable (e)
1st year					

Notes :

- 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.**
- iv) ***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.***
- v) Escalation may be accepted against statutory increase or change in govt. taxes, duties , cess etc.
- vi) The basic rate (including all taxes and duties) quoted in the tender shall hold good and shall be binding on the tenderer, notwithstanding 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.

32. 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.

33. 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.

34. 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.

35. 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

36. 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".

37. 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

38. 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.

39. Customer satisfaction survey

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

40. MIS Reports

40.1 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.

40.2 Service Assumption

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

40.3 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.

41. **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

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

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

42. **Responsibilities and Personnel Profile**

42.1 **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.

42. 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.

43. 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.

44. 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.

45. 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..

46. 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

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.
Category 4	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.