



**TENDER DOCUMENT
For**

Supply of Oracle Licenses and providing Annual Technical Support for 5 years.

Tender Number : F2/T-43/Oracle Licenses/2019-MM
Availability of Tender Document : 11.11.2019 to 12.00 Hrs on 02.12.2019
Request for Queries/Clarifications : 16.11.2019 17:00 hrs.
Reply to Queries/Clarifications : 20.11.2019
Last date of submission of Tender : 14:30 hrs. on 02.12.2019
Techno-Commercial Bid opening : 15:00 hrs. on 02.12.2019
Cost of Tender Document : Rs. 5,250/-
EMD : Rs.1,05,000/-

**Office of the
Senior Deputy Materials Manager,
Cochin Port Trust,
Cochin – 682009
Phone: +91 484 2666180, 2582522, 2582472
E-mail : sdmm@cochinport.gov.in**

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1 TENDER NOTICE

- 1.1. Electronic tenders (e-tenders) in two part system are invited by the Sr. Dy. Materials Manager, Cochin Port Trust, Willingdon Island, Cochin 682009 for **Oracle Licenses and providing Annual Technical Support for 5 years.**
- 1.2. Tender documents can be downloaded from the e-tendering portal www.tenderwizard.com/COPT or from CoPT website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.
- 1.3. The bidders should have a valid digital signature certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender.
- 1.4. The bids should be uploaded in electronic form only through e-tender portal www.tenderwizard.com/COPT.
- 1.5. Cost of tender document **Rs.5,250/-** and Earnest Money Deposit (EMD) **Rs.1,05,000/-** including GST are to be remitted in the form of the Banker's Cheque or DD issued by Nationalized / Scheduled banks, drawn in favour of FA & CAO, Cochin Port Trust, payable at Cochin as two separate DD/Bankers's Cheque.
- 1.6. Two separate DD/Bankers's Cheque towards Cost of Tender Document and EMD (as mentioned in clause 1.5 above) shall be submitted to Sr. Dy. Materials Manager before the scheduled date and time of opening of the bid, failing which the bid will be rejected.
- 1.7. All benefits applicable to MSME as per the Public Procurement Order 2012/2017 shall be applicable for this tender.
- 1.8. Scanned copy of DD/Bankers's Cheque towards Cost of Tender Document and EMD (as mentioned in clause 1.5 above) shall also be uploaded in the e-tender portal www.tenderwizard.com/COPT, failing which the bid will be rejected.
- 1.9. The bidders need to obtain one time User ID & password for log-in to e-Tendering portal www.tenderwizard.com/COPT from the service provider KEONICS, by paying registration amount of **Rs.1180/-** through online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore". The details of e-tender facilitator is available through Telephone Nos. **080 49352000/ 09605557738**.
- 1.10. The tenders shall be submitted "**on line**" strictly in accordance with the Instructions to Tenderers and other terms & Conditions given in the tender document.
- 1.11. The bidders shall submit scanned copy of all the required documents such as proof of experience, financial details, etc. in the e-tender portal www.tenderwizard.com/COPT.
- 1.12. Time schedule for various activities in connection with this tender will be as follows:
 - 1.12.1. **Availability of Tender Document:** www.cochinport.gov.in; www.eprocure.gov.in/cppp/; www.tenderwizard.com/COPT from **11.11.2019** to **02.12.2019**
 - 1.12.2. **Queries if any to be sent through e-mail on or before: 16.11.2019 17.00 Hrs**
 - 1.12.3. **Opening of Techno-Commercial bid: 15:00 Hrs on 02.12.2019**
 - 1.12.4. **Opening of Price Bid of qualified Tenderers:** Will be announced later

Sd/-

Sr. Dy. Materials Manager
For and on behalf of the Board of Trustees of
The Cochin Port Trust

2 INSTRUCTIONS TO TENDERER

- 1.13. **Scope of Tender:** Electronic Tenders (e-tenders) in two-part system are invited from eligible Tenderers for **Oracle Licenses and providing Annual Technical Support for 5 years** as per specifications given in Section 4. Tenders should be submitted in accordance with the Instructions to Tenderer, General Conditions of Contract, Special Conditions, Scope of Supply and Technical Specification etc. as enumerated in this tender document.
- 2.1. **Availability of Tender Documents:** The Tender document can be downloaded from the e-tendering portal www.tenderwizard.com/COPT or from Port's website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.
- 2.2. **Cost of tender document: Rs.5,250** /- including GST, is to be remitted in the form of the Banker's Cheque (BC) or Demand Draft (DD) from a Scheduled / Nationalized bank having their branch in Cochin, drawn in favour of FA&CAO, Cochin Port Trust, payable at Cochin. Cost of tender document will not be refunded. Cost of tender document in the form of Cheque/ Bank Guarantee will not be accepted. Tenders without cost of tender document will not be accepted.
- 2.3. **EMD: Rs.1,05,000/-** is to be remitted in the form of the BC/DD from a Scheduled / Nationalized bank having their branch in Cochin, drawn in favour of FA&CAO, Cochin Port Trust, payable at Cochin. Earnest money in the form of Cheque/ Bank Guarantee will not be accepted. Tenders without EMD will not be accepted.
- 2.3.1. The Earnest Money Deposit of unsuccessful tenderers will be refunded on award of contract to the successful tenderer. The EMD of successful tenderer will be refunded on execution of the Transactional Oracle Master Service Agreement with Cochin Port Trust.
- 2.3.2. No interest will be paid on the Earnest Money Deposit from the date of its receipt until it is so refunded.
- 2.3.3. The EMD shall be forfeited under following circumstances
- 2.3.3.1. In the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity of 90 days from the date of submission and opening.
- 2.3.3.2. Failing to execute the Transactional agreement with Cochin Port Trust as required in the tender within the stipulated time or within such extended time granted by Cochin Port Trust, the tender shall be liable to be cancelled and EMD shall be forfeited.
- 2.3.4. Upon signing of Agreement by the successful tenderer, the Cochin Port Trust will notify each unsuccessful tenderer and will refund their EMD.
- 2.4. DDs/BCs in lieu of Cost of Tender Document and EMD have to be scanned and attached in the e-tender portal www.tenderwizard.com/COPT. Original DDs/BCs in lieu of Cost of Tender Document and EMD has to reach office of the Sr. Dy. Materials Manager, on or before the date and time fixed for opening of techno-commercial bid. **Tenders which do not satisfy this condition will be rejected.**
- 2.5. All benefits applicable to MSME as per the Public Procurement Order 2012/2017 shall be applicable for this tender.
- 2.6. Downloaded document is to be printed in a clearly readable form in A4 size sheet. Printed tender document shall be duly filled, signed and stamped on all pages for submission. The downloaded tender documents if found tampered with by way of any deviation from the original document hosted on website, will result in disqualification. Duly filled, stamped and signed tender document (except price-bid) shall be scanned and uploaded in the e-tender portal www.tenderwizard.com/COPT. Any tender not so complete is liable to be rejected.

2.7. Minimum Qualification Criteria (MQC):

Sl. No.	Qualifying Criteria Oracle Enterprise Edition	Documents to be submitted
i	Average Annual Turnover of Bidder during the financial years FY 2015-16, 2016-17 and 2017-18 should be at least INR 34.84 Lakhs per financial year	Copy of Audited Annual Report for financial years 2015-16, 2016-17 and 2017-18.
ii	The bidder should be an Oracle Platinum partners as on date of submission of the bid.	i. Certificate of Platinum level Partner of Oracle Partner Network. ii. Letter from ORACLE authorising the firm to quote for ORACLE Enterprise Edition licenses and related products for Cochin Port Trust.
iii	<p>The bidder should have supplied ORACLE database licenses along with Annual Technical Support (ATS) during the last seven years ending 31.10.2019 as below;</p> <p>a) At least one order of value not less than 83.62 Lakhs. OR b) At least two orders each of value not less than Rs. 52.26 Lakhs OR c) At least three orders each of value not less than Rs. 41.81 Lakhs</p> <p>(The ongoing contracts will also be considered as complete, if atleast one year of Annual Technical Support has been completed and payments received by the tenderer, provided, the value in the eligibility criteria is met with).</p>	Purchase Orders /Work Orders / Contract Agreements indicating value and period.
iv	The Bidder should have supplied ORACLE database licenses along with Annual Technical Support (ATS) in at least 1 Government Department / Public Sector Undertaking / Scheduled Commercial Banks / RBI in India during last three years as on 31.10.2019.	Purchase Orders /Work Orders / Contract Agreements indicating value and period.

- 2.8. **Validity of Tender:** The tender shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. The Cochin Port Trust may request the tenderers to extend the period of validity for a specific period. The request and response thereto shall be made in writing/e-mail. The tenderer will have an option to refuse the request without forfeiting their EMD. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.
- 2.9. **Amendment of Tender Document:** At any time prior to the deadline for the submission of Tenders, Cochin Port Trust, for any reason, whether at his own initiative or in response to query from prospective tenderers, may modify the Tender document by an amendment.
- 2.9.1. The amendment in the form of addendum will be sent by e-mail to all prospective tenderers who have downloaded tender document directly from Cochin Port Trust or from the e-tendering portal.
- 2.9.2. Any amendments issued will be hosted in the Cochin Port Trust website at least 5 days prior to the dates specified for submission of the tender. Tenderers shall verify if any such amendment / modifications have been issued in CoPT website before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. In any case amendments/ modifications if any, shall be binding on the tenderer.
- 2.9.3. The Cochin Port Trust may at their discretion extend deadline for the submission of tenders to enable prospective tenderer to take the amendment into account while preparing the tender.
- 2.10. The Tenderer is expected to examine all instructions, forms, terms, specifications etc. in the tender document. Failure to furnish all information or documentations required in the tender documents may result in the rejection of Tender.
- 2.11. Power of attorney for the signatory of the tender and for carrying out the works when awarded should be enclosed along with the tender.
- 2.12. The tenderer should not submit their offer with any conditions / counter conditions anywhere in the tender document. The conditional tenders, if any, shall be considered as non-responsive and shall be summarily rejected.
- 2.13. All the documents submitted should be indexed and page numbered
- 2.14. **Submission of Tender:**
- 2.14.1. DD/Banker's cheque towards cost of tender document and EMD should be scanned and attached in the e-tender portal and original DD/Banker's cheque shall be submitted to the office of the Sr. Dy. Materials Manager, CoPT on or before the due date and time fixed for tender opening.
- 2.14.2. The tender document should be submitted as two separate files in the e-tender Portal; one file consisting of following documents:
- 2.14.2.1. Tender documents (except price schedule) signed and stamped on all pages.
- 2.14.2.2. Copies of profit and loss statement, balance sheets and auditor's report / annual report for the past 3 years (i.e 2015-16, 2016-17 and 2017-18).
- 2.14.2.3. Copies of GST, TIN, PAN etc.
- 2.14.2.4. Power of Attorney in favour of person authorized to sign the tender document.
- 2.14.2.5. Schedules A, C, D & E, Annexure I, II, duly filled and signed.
- 2.14.2.6. Copy of certificate of incorporation/registration
- 2.14.2.7. Copy of Partnership Certificate from ORACLE
- 2.14.2.8. Copy of letter from ORACLE that authorises the bidder for quoting in Cochin Port Trust.
- 2.14.3. The price bid format (Schedule B) is given separately. It should be filled ON LINE by the bidder.

- 2.14.4. The tenderers are required to submit both Technical bid & Price bid in '*e-tender*' mode only on www.tenderwizard.com/COPT before the due date and time fixed for opening of techno-commercial bid.
- 2.15. Disclosure / indication of the Price(s) in the Techno- Commercial Bid shall make the Tender disqualified and will be rejected.
- 2.16. Tenderer should quote one price only for each item. Declaring price discrimination by showing optional / alternative model or manufacturer may lead to rejection of the complete offer.
- 2.17. Corrections should be duly attested by the signature(s) of the tenderer (s) with date.
- 2.18. Cochin Port Trust shall not provide any forms for getting any exemptions from payment of duties and taxes.
- 2.19. **Opening of Tenders:**
 - 2.19.1. Techno-commercial Bid will be opened at 15:00 hrs on **02-12-2019** in the e-tender portal www.tenderwizard.com/COPT. Tenderers can witness the tender opening by logging in to the e-tender portal at the date and time fixed for tender opening.
 - 2.19.2. Price Bid of those tenderers who are found qualified after evaluation of techno-commercial bid will be opened "**on-line**". Date and time of opening of price-bid will be intimated to the qualified bidders. Qualified bidders can witness opening of Price –Bid by logging in to the e-tender portal at the date and time intimated for opening of Price –Bid.
- 2.20. To assist in the examination, evaluation and comparison of tenders, Cochin Port Trust may ask tenderer, individually for clarification of their tender. The request for clarification and the response shall be sent by e-mail/fax, but no change in price or substance of the tender shall be sought, offered or permitted.
- 2.21. **Determination of Responsiveness:** The tender which does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms and conditions of the tender documents without any deviation or reservation. A tender that, in relation to the cost estimate of the Port, is seriously unbalanced may be rejected as non-responsive.
- 2.22. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the suppliers who resort to canvassing will be liable for rejection.
- 2.23. **Evaluation and comparison of tenders:** Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non- responsive tenders will be rejected. The Port's decision on this shall be final, conclusive and binding.
- 2.24. **Acceptance of Tender:** Cochin Port Trust does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.
- 2.25. **Language of the tender:** The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Cochin Port Trust shall be in **English language**. Any printed literature, other than in English language shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

GENERAL CONDITIONS OF CONTRACT

- 3.1. Definitions: In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- 3.1.1. "Employer/Cochin Port Trust/CoPT" means Board of Trustees of Cochin Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Sr. Dy. Materials Manager or any other officers so nominated by the Board.
- 3.1.2. "Contractor/Supplier" means the person or persons, firm, corporation or company whose tender has been accepted by the Cochin Port Trust and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3. "Contract" means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, Drawings, Specifications, Schedules, Annexure etc., any amendments thereto, Tender and Letter of Acceptance.
- 3.1.4. "Contract Price" means the total sum of money to be paid by the Cochin Port Trust to the supplier as per the accepted tender
- 3.1.5. "Specifications" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Cochin Port Trust.
- 3.1.6. The "Schedule" shall mean the Schedule(s) attached to the tender document.
- 3.1.7. "Approved" or "Approval" shall mean approval in writing.
- 3.1.8. "Month" shall mean English Calendar Month.
- 3.1.9. "Day" shall mean English Calendar Day.
- 3.1.10. "Completion" means the fulfilment of the supply of Equipment/materials/material and related services by the supplier in accordance with the terms and conditions set forth in the contract.
- 3.1.11. "Tender" means the offer of the contractor along with all other relevant documents as referred to in the contract.
- 3.2. The specification given is only intended to cover the principal requirements and is not to be taken as complete in details. The licences/support should be complete in all respect as per Port's requirements and to be provided to the entire satisfaction of the Sr. Dy. Materials Manager or his authorised Officers.
- 3.3. Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the taxes and duties shall not be paid / reimbursed by the Cochin Port Trust under any circumstances.
- 3.4. Supplier to inform himself fully: The supplier shall be deemed to have carefully examined the general conditions of contract, technical specifications, and form of tender and informed himself fully regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the cost of supply and satisfied himself fully regarding the sufficiency of his tender to cover all his obligations under the contract.
- 3.5. **Award of Contract:** The Cochin Port Trust shall award the contract to the tenderer whose offer is substantially responsive to the tender document and has been determined to be the lowest evaluated tender. Cochin Port Trust reserves the right to accept the tender in part or to accept tender of different tenderers for each line item of the price schedule.
- 3.6. **Notification of Award:** Prior to expiry of tender validity or extended validity, the Cochin Port Trust shall notify the successful tenderer, in writing, that his tender has been

accepted. Until Transactional Oracle Master Services Agreement is executed, the notification of award and form of tender shall constitute a binding contract.

- 3.7. **Completion period: Oracle Licenses and providing Annual Technical Support for 5 years** is stipulated in Section 4 SPECIAL CONDITIONS of this tender document. If the 'Transactional Oracle Master Services Agreement' is not executed within the stipulated time, liquidated damages, as per clause 3.8 will be applicable.
- 3.8. **Liquidated Damages:** Time is essence of this contract. In the event of failure to execute the agreement, as ordered, within the period stipulated in the order / tender, the supplier would be liable to pay liquidated damages. The extension of time granted by Cochin Port Trust for completion of supply, due to reasons attributable to the supplier, will not exonerate the supplier from his liability to pay liquidated damages. The supplier shall pay to the Board of Trustees of Cochin Port as liquidated damages and not as penalty for the delay, a sum equivalent to ½ % (one half percent) of the contract price of the item(s) per week for such delay or part thereof, the maximum of which shall not exceed 10% (ten percent) of the contract price. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. The Board of Trustees of Cochin Port shall have power to deduct such sum from any money due to the Supplier. Variations made in the supply shall not be an excuse for delay in completing the supply nor prevent the deduction of the said liquidated damages, unless an extension of the completion period shall have been granted by Cochin Port Trust, in writing in respect of such variation. The liquidated damages paid / deducted as above shall not relieve the supplier from the obligation to complete the supply order / contract or from other obligations and liabilities under the contract.
- 3.9. If the contractor fails to deliver the items/work or any part thereof within the period fixed for such delivery or as extended to the maximum of 4 weeks, or at any time repudiates the contract before the expiry of the contract, the Cochin Port Trust may without prejudice to its own rights, cancel the award of work order and have the supply completed without further notice, at the contractor's risk and expenses, as Cochin Port Trust may deem best suited to the interest of the Board. He shall be liable for any loss that the Board may sustain on this account
- 3.10. Extension of time: If at any time, the contractor should encounter conditions impeding timely execution of the agreement, the contractor shall promptly notify the Cochin Port Trust in writing of the delay, it's likely duration and it's cause. As soon as practicable after receipt of the contractor's notice, the Cochin Port Trust shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the exertion shall be ratified by the parties by amendment of the contract.
- 3.11. Except in case of force majeure, as provided under clause 3.12, delay by the contractor in the performance of its delivery and completion of obligations shall render the contractor liable to imposition of liquidated damages pursuant to clause 3.8.
- 3.12. Force Majeure: Neither party hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by Force Majeure. In such a case, the time for performance of such obligations of the other party, to the extent that they are directly or indirectly affected by such occurrence, will be extended by a period equal to that time. Notification of a circumstance of Force Majeure shall be given by Fax/e-mail addressed to the other party within 10 working days of its occurrence. This Fax/e-mail shall be confirmed by letter dispatched within 4 week along with a certificate from the relevant Chamber of Commerce, confirming the existence of the circumstance of the Force Majeure. Only the following shall be considered as Force Majeure if they

intervene before contractual delivery date and impede performance. Acts of God, war, revolutions, fire, floods, epidemics, quarantine restriction, freight embargoes and acts of State (excluding power cuts). However, should such a delay even if due to reason of Force Majeure be protracted for more than three (3) months, Cochin Port Trust may cancel the contract, subject to the consent of the Supplier, at no charge to Cochin Port Trust.

- 3.13. Changes in constitution of firm: In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the Supplier to the Senior Deputy Materials Manager for his information.
- 3.14. Settlement of dispute: In the event of any dispute in the interpretation of any of the clauses of this Agreement, it is hereby agreed to settle the dispute amicably by mutual discussions / negotiations. In the event of failure of mutual negotiations/discussions, the matter can be referred to Arbitration as provided here in below. The parties shall jointly appoint a sole Arbitrator to resolve the dispute. In the event the parties do not agree upon the Arbitrator within four weeks after one party has claimed for arbitration in writing, each party will nominate an Arbitrator of their choice and two Arbitrators so nominated shall choose a 3rd Arbitrator. The award of the Arbitrator so appointed shall be final and conclusive and binding on all parties to the Agreement subject to the provision of the Arbitration and Conciliation Act, 1996, as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator shall decide by whom and in what proportions the Arbitrator's fees as well as cost incurred in Arbitration shall be borne. The Arbitrator may, with the consent of the parties extend the time, from time to time, to make and publish award, as the case may be. The venue of Arbitration shall be Cochin.
- 3.15. **Income Tax Deduction:** Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
- 3.16. **TDS under GST Law:** As per GST Notification No. 50/2018 dated 13.09.2018, TDS @ 2% will be deducted from any amount payable to the Contractor, where the total value of contract is more than Rs. 2.5 lakhs.
- 3.17. Cochin Port Trust's Lien: Cochin Port Trust shall have lien on all or any moneys that may become due and payable to the contractor under these presents or in respect of any debt or sums that may become due and payable by Cochin Port Trust to the contractor either alone or jointly with another or others and either under this or under any other contact or transaction of any nature whatsoever between the Cochin Port Trust and the Contractor.
- 3.18. All statutory approvals are in the contractor's scope.

3 SPECIAL CONDITIONS

The Special Conditions will override the general conditions of contract wherever they differ.

- 4.1. The Sr. Dy. Director (EDP), Cochin Port Trust shall be the Engineer in charge.
- 4.2. **Payment terms:** 100% payment for the Cost towards ORACLE Licences shall be made on execution of ORACLE Master Agreement by ORACLE India Limited and Cochin Port Trust. The Annual Technical Support (ATS) charges will be paid yearly in advance on submission of Invoice along with the Authorisation Letter/Mail from ORACLE. All fees payable to Oracle are due within 15 days from the date of receipt of invoice.
- 4.3. Delivery period: The Transactional ORACLE Master Services Agreement should be executed within fifteen days from date of receipt of work order.
- 4.4. Invoice shall be addressed to the Sr. Dy. Director (EDP), Cochin Port Trust, Cochin – 682009.
- 4.5. Price quoted should be for supply of Licences and Annual Technical Support (Excluding Taxes and Duties).
- 4.6. The tenderer shall submit their offer with separate rate for all the items in their price bid and tenders without quoting rates for any of the items will be rejected. The evaluation for award of the tender will be considering the overall “L1” of all the items to ensure uniformity.

4 SCOPE OF SUPPLY AND TECHNICAL SPECIFICATION

Sr. No.	Item Description	Type of Licence & Quantity	Scope
1	Oracle Database Enterprise Edition(Production)	Named User Plus(NUP)-100 Nos.	Supply of Licence and Annual Technical Support for 5 years
2	Real Application Cluster	Named User Plus(NUP)-100 Nos.	Supply of Licence and Annual Technical Support for 5 years
3	Oracle Database Enterprise Edition(UAT & Quality)	Named User Plus(NUP)-25 Nos.	Supply of Licence and Annual Technical Support for 5 years

5 SCHEDULE A

LIST OF DOCUMENTS TO BE SUBMITTED ON LINE

Cl. No	Description of Documents	For documents submitted, mention page no:
2.2	Cost of Tender Documents in the form of DD.	
2.3	EMD in the form of DD	
2.6	Tender document duly filled (except price schedule), signed and stamped on all the pages.	
2.7(i)	Copies of profit and loss statement, balance sheets and auditor's report / annual report for the last 3 years (i.e 2015-16, 2016-17 and 2017-18.)	
2.7(ii ,iii & iv)	Copy of Purchase Order to prove MQC	
2.11	Power of Attorney in favour of person authorized to sign the tender document.	
2.14.2.3	Copy of GST,TIN,PAN etc.	
2.14.2.5	Undertaking that Price Bid does not contain any techno commercial conditions (Annexure II).	
2.15.2.6	Copy of certificate of incorporation/registration	
2.15.2.7	Copy of Partnership Certificate from ORACLE	
2.15.2.9	Copy of letter from ORACLE that authorises the bidder for quoting in Cochin Port Trust.	
Sec-9	Attach copies of registration of Firm/Company, details of Proprietor/Partners/Directors. Attach certified copies of Partnership Deed/Memorandum and Articles of Association.	

Note: All the documents submitted by the Tenderer shall be page numbered. Tenderer is required to mention relevant page numbers of his offer while filling up the above format.

Signature of Tenderer with date and seal

**6 SCHEDULE B
(Price Bid)**

(See the Price Schedule on line for quoting the rate)

**7 SCHEDULE C
DETAILS OF FINANCIAL STABILITY**

**8.1.FINANCIAL TURNOVER OF THE TENDERER DURING THE LAST THREE YEARS
ENDING 31-03-2018.**

Sl. No.	Year	Turn Over
1.	2015-16	
2.	2016-2017	
3.	2017-2018	

8.2. BANK DETAILS

NAME OF THE BANKER :
 ADDRESS OF THE BANKER :
 BRANCH :
 ACCOUNT NUMBER :
 IFSC CODE :

Signature of Tenderer with date and seal

**8 SCHEDULE D
STRUCTURE OF ORGANISATION**

NAME OF TENDERER :
POSTAL ADDRESS :

TELEPHONE :
TELEX/FAX :
E-Mail :
CONTACT PERSON :
TELEPHONE :
MOBILE :
TELEX/FAX :
E-Mail :

NATURE OF ORGANISATION: Proprietary/ Partnership/ Private Ltd Co. /
Public Ltd. Co.

NAMES OF DIRECTORS :

REGISTRATION NO: OF FIRM/ COMPANY :
DATE OF REGISTRATION :

AUTHORITY OF AUTHORISED SIGNATORY :

Attach copies of registration of Firm/Company, details of Proprietor/Partners/Directors
Attach certified copies of Partnership Deed/Memorandum and Articles of Association.

Signature of Tenderer with date and seal

**9 SCHEDULE E
DETAILS OF EXPERIENCE**

DETAILS OF SIMILAR SUPPLIES MADE DURING THE LAST SEVEN (7) YEARS						
Sl. No:	Particulars of supplies done by the Tenderer	Value of contract	Date of Work/ Purchase Oder	Date of execution of agreement	Year of completion	Name & postal address of client with Fax/Telephone No:/e-mail

Attach the copies of Purchase orders and satisfactory performance report from the clients.

Signature of Tenderer with date and seal

10 ANNEXURE I
UNDERTAKING THAT NO CHANGES HAVE BEEN MADE IN THE TENDER
DOCUMENT DOWNLOADED

To

The Senior Deputy Materials Manger,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

We.....

.....
.....do hereby confirm that no changes have been made in the tender
document downloaded and submitted by us for the Tender No: **F2/T-43/Oracle**
Licenses/2019-MM

Yours faithfully,

Signature

Name & Designation

11 ANNEXURE II
UNDERTAKING THAT PRICE BID DOES NOT CONTAIN ANY CONDITIONS

To

The Senior Deputy Materials Manger,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

We.....

.....do hereby confirm that
"Schedule-B" (Price Bid) of the tender submitted by us for the Tender No: **F2/T-43/Oracle Licenses/2019-MM** does not contain any condition.

Yours faithfully,

Signature
Name & Designation

12. Annexure – III

Proforma of Power –of –Attorney / Letter of Authority

(To be submitted on Non-judicial Stamp Paper of appropriate value)

To
The Chief Mechanical Engineer,
Cochin Port Trust,
Cochin 682009.
Kerala, India.

Dear Sir,

We _____

_____ do hereby

confirm that Mr./Ms./Messrs _____ (Name and Address),
whose signature is given below, is /are authorized to represent us to bid, negotiate and
conclude the agreement on our behalf with you against Tender No. **F2/T-43/Oracle
Licenses/2019-MM**

We confirm that we shall be bound by all and whatsoever our said agents shall commit.

Signature of the authorised person :

Name & Designation :

Yours faithfully,

For & on behalf of :

Signature, name and seal of the certifying authority