## **COCHIN PORT TRUST**



## TENDER TO PROVIDE MAINTENANCE AND FACILITY MANAGEMENT SERVICES FOR PCs, PERIPHERALS & OTHER IT INFRASTRUCTURE OF COCHIN PORT TRUST

TENDER NO: EDP/FIN/FMS/2021 DATED: 12.04.2021

COCHIN PORT TRUST WILLINGDON ISLAND COCHIN-682009 FAX : +91-484-2666582

SUBMITTED BY	:	•	• •	•	••	•	••	•	•	••	•	• •	•	• •	•	••	•	• •	•	••	•	••	•	••	•	••	•	••	•	•
	•	••	•	•••	•	•••	•	• •	•••	•	•••	• •	•••	•	••	•	•••	• •	••	• •	•	•••	• •	• •	•••	•	•••	•	•••	•
	•	••	•	• •	•	• •	•	• •	• •	• •	• •	• •	• •	-	• •	•	• •	• •	••	• •	•	• •	•	• •	•	• •	• •	•	• •	•
	•	••	•	• •	•		•	• •	• •	•	• •	• •	• •	-	• •	•	• •	•		••	•	• •	•	• •	•	•	• •	•	• •	•
	•	••	•	• •	•	••	•	• •	• •	•	• •	•	• •	-	• •	•	• •	•	••	• •	•	• •	•	• •	•••	•	• •	•	• •	•

## <u>INDEX</u>

SECTION	DESCRIPTION	PAGE NO.
1	NOTICE INVITING TENDER	01
2	LETTER OF APPLICATION	06
3	FORM OF TENDER	08
4	SCOPE OF THE TENDER	10
5	INSTRUCTION TO THE BIDDER	19
6	GENERAL CONDITIONS OF CONTRACT	32
7	SPECIAL CONDITIONS	53
8	<u>SCHEDULES</u>	59
9	FORMS	68
10	ANNEXURES	80
11	PRICE BIDS	88

## **COCHIN PORT TRUST**

Office of the FA & CAO, Cochin Port Trust. Cochin – 682 009

## **NOTICE INVITING TENDER**

## Tender No. EDP/FIN/FMS/2021

Dated. 12.04.2021

## MAINTENANCE AND FACILITY MANAGEMENT SERVICES FOR THE IT INFRASTRUCTURE OF COCHIN PORT TRUST

- 1. Cochin Port Trust invites e-Tenders in two part system (Part-I Technical Bid and Part-II Price Bid) from eligible bidders in India for the work of 'MAINTENANCE AND FACILITY MANAGEMENT SERVICES FOR THE IT INFRASTRUCTURE OF COCHIN PORT TRUST' for a period of two years with an option to extend for a further period of six months.
- 2. Bid documents can be downloaded from the eTendering portal www.tenderwizard.com/COPT on the dates specified in the Schedule of Activities given below by making requisition & payment for cost of bid document by way of Demand Draft /Banker's cheque/ RTGS/NEFT /Pay order drawn in favour of the F.A & C.A.O, Cochin Port Trust. Scanned copy of the payment details shall be attached with the e-tender.

	Schedule of Activities						
Sl No	Schedule of Activities	Date					
1	Release of NIT	12.04.2021					
2	Issue of Tender Documents	12.04.2021 1200 Hrs - 03.05.2021 1700 Hrs					
3	Last date of submission of queries, if any	19.04.2021					
4	Last Date of Submission of Tender Documents	04.05.2021 1430 Hrs					
5	Opening of the Technical Bid	04.05.2021 1500 Hrs					
6	Opening of Price Bid	Will be Intimated Later					

3. Schedule of Activities

Schedule of Activities outlines the estimated schedule for important action dates and times. If Cochin Port Trust finds it necessary to change any of the dates prior to the tender closing date, these changes will be reflected in an Addendum to this Tender and posted on the sites mentioned under.

- 4. Bid document will also be available in Cochin Port website <u>www.cochinport.gov.in</u> as well as govt. tender website <u>www.eprocure.gov.in</u>
- 5. The bidders need to obtain one time User ID & password for log-in to the e-Tendering system from the service provider KEONICS by paying registration amount of Rs.1,180/- by online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore.
- 6. The Bids shall be submitted "online" strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the bid document. The bidders should submit scanned copy of all the required documents such as DD / Bankers Cheque/ Pay order/ RTGS/NEFT payment details towards the cost of bid document, Bid security declaration, other details required as per bid document etc in the e-tendering portal, <u>www.tenderwizard.com/COPT</u>.
- 7. The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature please contact e-Tender Help Desk No. 080 40482000 / 9746118529.
- 8. The scope of work includes services for:
  - i. Comprehensive Maintenance of Standalone Server (2 nos.), Laptops, PCs, Peripherals and UPSs.
  - ii. Installation, Configuration and maintenance of Helpdesk & IT Asset Management system.
  - iii. Data centre Infrastructure Maintenance.
    - a. 2 nos. 30KVA UPS at Data centre.
    - b. Comfort A/C.
    - c. Maintenance of Fire detection & Suppression System
    - d. Building Management systems for the following:
      - (i) Rodent Repellent system
      - (ii) Water Leak Detection System
  - iv. First level support for Servers (Cloud & On-premises), precision A/C, Firewalls, Switches, UPSs, PCs & peripherals and other equipments/systems that are under warranty/AMC from other OEMs/Agencies.
  - v. Administration and Maintenance of Network equipments & Management Software.
  - vi. Providing onsite engineers for the onsite repairs & facility management.
- 9. The detailed scope of work and terms and conditions are available in the tender documents.

10. The Minimum Qualifying Criteria for participating in the tender is given below:

Sl. No	Criteria	**Documentary Evidences to be submitted as proof for the criteria
1	The bidder should have a direct office & support centre established in Cochin providing warranty/facility management / annual maintenance support for the PCs, Peripherals and Network Infrastructure during the last three years ending 28.02.2021.	<u>Form – I</u> in support of the details. Copy of the valid GST registration certificate.
2	The bidder should have a minimum annual turnover of Rs. 51.44 Lakhs for the last three financial years 2019-20, 2018-19, 2017-18	Audited financial statements (Balance Sheet & Profit and Loss account) for the years, 2019-20, 2018-19 and 2017-18 shall be enclosed for verification.
3	The bidder should have executed three *similar jobs with a cost of not less than Rs. 68.59 Lakhs each or two *similar jobs with a cost of not less than Rs.85.73 Lakhs each or one *similar job with a cost of not less than Rs. 137.17 Lakhs *Similar job means work of providing onsite FMS & Maintenance of (i) PCs, laptops & Peripherals (ii) Network equipments (iii) Data Center Facility management in India for a period of at least two years for a client during the last five years ending 28.02.2021	Form – II for each contract satisfying the criteria. Copy of the PO/WO/Agreement <b>and</b> Client Certificate/s from the client for the successful completion of minimum two years of contract/s.
4	The bidder should have successfully provided onsite facility management services /annual maintenance contract / warranty support to at least two Corporates / Institutions / Government / Public Sector Units in India covering at least PCs, Peripherals and Network equipments for at least one year during the last three years ending 28.02.2021. Out of the two contracts at least one should be for providing services to a client location running core/ERP application(s) hosted on	Form – II for each contract satisfying the criteria. and Copy of the PO/WO or Client Certificate for the successful completion of contract.

	Cloud.	
	ciouu.	
5	The bidder should have maintained at least	<u>Form – II</u> for each client/contract.
	260 number of PCs onsite for at least one year	and
	during the last three years ending	Copy of the PO/WO or Client
	28.02.2021.	Certificate for the successful
		completion of contract.
6	The bidder should have installed/configured	<u>Form – V</u> for each client/contract.
	and maintained Network switches including	and
	Layer 3, router, firewall appliance for at least	Copy of the PO/WO or Client
	one year during the last three years ending	Certificate for the successful
	28.02.2021.	completion of contract.
7	The bidder should have provided/is	<u>Form – VI</u> for each client/contract.
	providing 24x7 manned Data centre facility	and
	management (manned First level) having	Copy of the PO/WO or Client
	UPS, Comfort A/c and Fire detection &	Certificate for the successful
	suppression system for at least one year	completion of contract.
	during the last three years ending	
	28.02.2021.	
8	The bidder should be a Cisco Premier	Copy of the valid certificate as on
	certified or above partner.	28.02.2021
9	The bidder Should have a valid ISO/IEC	Copy of the Valid Certificate as on
	20000-1:2015 certification.	28.02.2021

\*\*The documentary evidence submitted by the bidders as proof shall meet the respective criteria in all aspects.

## 11. EMD, COST OF TENDER DOCUMENTS & MODE OF PAYMENTS:

- a. Cost of tender document **Rs.2,240**/- (including GST) is to be remitted in the form of Account Payee Demand Draft/Banker's Cheque from any of the commercial banks payable at Cochin in favour of FA & CAO, Cochin Port Trust or payment online.
- b. No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure"s OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, the bidders are required to submit a Bid Security Declaration along with the tender as per the format enclosed as <u>Annexure IV</u>. Any bid not accompanied by the above mentioned Bid Security Declaration shall be treated as Non-responsive and shall be rejected by the Employer.
- c. Proof of payment in original towards Cost of tender document shall be submitted to FA & CAO before the scheduled date and time of opening of the bid, failing which the bid

will be rejected. In case of online payment, UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port Trust as mentioned in Section 12 below, at least one day before the date and time of opening of e-tender. Cochin Port Trust will verify receipt of payment as referred in the UTR number, in the Bank account mentioned in section 11.1. If Cost of tender document has not reflected in the Bank account of Cochin Port Trust, the bid will be rejected.

- d. All benefits applicable to MSME as per the Public Procurement Order 2012/2017 shall be applicable for this tender. The bidders shall furnish a copy of the valid NSIC certificate/MSME certificate for availing exemption of EMD & Tender cost.
- e. Scanned copy of instruments towards Cost of Tender Document (as mentioned in clause 11.a and 11.d above) shall also be uploaded in the e-tender portal www.tenderwizard.com/COPT, failing which the bid will be rejected.

## 12. Address for communication:

The Sr. Dy. Director(EDP) EDP Division, Vth Floor, Administrative Building, Cochin Port Trust, Willingdon Island, Kochi – 682009. Ph 0484 2582662/2668600. Mob: 9447246555 Fax: 0484 2666512 E-mail: directoredp@cochinport.gov.in;

13. The Board of Trustees, Port of Cochin reserves the right to accept or reject any tender.

Sd/-FA & CAO

## Section - 2

## **Letter of Application**

Registered Business Name	÷
Business Address	:
Tel.	
Fax	
E-mail	

То

The FA & CAO, Cochin Port Trust, Willingdon Island, Cochin

Sir,

We hereby apply to be qualified with the Cochin Port Trust as a bidder for the work to provide 'MAINTENANCE AND FACILITY MANAGEMENT SERVICES FOR PCs, PERIPHERALS & OTHER IT INFRASTRUCTURE OF COCHIN PORT TRUST'.

2.2 We authorize Cochin Port Trust or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize ...... to furnish the pertinent information deemed necessary and requested by Cochin Port Trust to verify statements and information provided in this application or regarding competence and standings.

2.3 Details of person to be contacted for further information, if any :

Name	:
Designation	:
Contact no	:
Email	·

- 2.4 We declare that the statements made and the information provided in the duly completed applications are complete, true and correct in every detail.
- 2.5 We declare that no attempt has been made or will be made to induce any person or firm to submit or not to submit a tender for the subject work.
- 2.6 We understand that Cochin Port Trust reserves the right to reject any application without assigning any reasons.

Yours faithfully,

Date :

Place :

## Section - 3 FORM OF TENDER (Note: This memorandum forms part of the Tender)

То

The FA & CAO, Cochin Port Trust, Willingdon Island, Cochin –9.

#### Sir,

#### **!!!!** Need not be filled in the Technical Bid. **!!!!**

- 3.2 We undertake, if our Tender is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.
- 3.3 If our Tender is accepted we will furnish a performance security in the form of Demand Draft or irrevocable bank guarantee (BG) from a Nationalised Bank valid for two years for an amount equivalent to 3% of the total contract price including taxes.
- 3.4 We agree to abide by the terms and conditions, rates and purpose of this Tender for the period of 90 days from the date fixed for receiving the same and for a further period of 30 days if requested or for such further period as may be mutually agreed upon and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Should we fail to abide by the terms, conditions and rates of our Tenders during the above said period of 90 days or such extended period we agree to forfeit the Earnest Money deposited by us.
- 3.5 Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.
- 3.6 We understand and agree that you are not bound to accept the lowest or any Tender you may receive.
- 3.7 If our Tender is accepted we understand and agree that we will be held fully responsible for the due performance of the Contract.

upon y out
)

## Section – 4

## **SCOPE OF THE TENDER**

Maintenance and Facility Management Services for the IT infrastructure of Cochin Port Trust includes overall administration of servers, PCs, Peripherals, Network - active & passive components other IT infrastructure and services running on them as detailed in 4.1 to 4.6

## 4.1 Comprehensive Maintenance of Standalone Servers, Laptops, PCs, Peripherals and UPS installed in various offices of Cochin Port Trust

Cochin Port Trust is maintaining 2 nos. of standalone Windows servers, 525 nos. of PCs, 29 nos. laptops, 254 nos. of Printers, 19 Scanners, 288 nos. of UPSs installed at various offices of COCHIN PORT TRUST by way of maintenance contract. The List of equipments for Comprehensive maintenance contract is given in <u>Schedule I</u>. The maintenance services to be provided includes:

- 4.1.1 Comprehensive maintenance of Servers, Laptops, PCs & Peripherals of the systems which are in schedule I and not covered by warranty (coming under AMC for the full period of two years) covering all spares including replacement of unserviceable parts to make the system up and running.
- 4.1.2 Comprehensive maintenance Servers, Laptops, PCs & Peripherals of the systems which are in schedule I and coming out of warranty during the contract period (the starting period of AMC later than 20.05.2021) covering all spares including replacement of unserviceable parts to make the system up and running from the date mentioned as per <u>Schedule I</u>.
- 4.1.3 Comprehensive maintenance of Servers, Laptops, PCs & Peripherals of the systems which are not included in Schedule I from the date specified thereon covering all spares including replacement of unserviceable parts to make the system up and running.
- 4.1.4 The contractor has to install/re-install the Operating system, if required and make the system ready for use by installing the required system/application softwares.
- 4.1.5 The patch & update for the Operating System, Antivirus and other necessary softwares shall be carried out by the contractor.
- 4.1.6 Preventive Maintenance shall be conducted once in six months for all equipments. The Preventive Maintenance report for the equipment should have the system configuration also. The first PM has to be completed within 6 weeks from the commencement of the contract. The contractor can have the PM of

equipment along with the maintenance, if any during the contract period. However the PM report has to be submitted for the equipment.

4.1.7 The contractor has to provide 4 nos. of Pentium i5 or above PCs with 15" LCD monitor as standby. Two nos. each of laser printers with 12 ppm or above and UPS with a minimum of 600 VA capacity with Battery be made available as standby.

## 4.2 Helpdesk & Asset Management including remote desktop management.

- 4.2.1 The Contractor shall Install, Configure and Maintain the Helpdesk & Asset Management Software. The Helpdesk & Asset Management software should be capable of log-in, assigning, scheduling & tracking service calls over the intranet along with the facilities to store the inventory and configuration of equipments including remote desktop management. The contractor has to operate and manage the helpdesk. If the contractor is not the OEM of the software, the contractor should have the necessary authorizations/licenses for installing and maintaining the system on premise or on cloud for the use of Cochin Port Trust. If the software is to be installed onsite, then the Server/PC has to be installed and maintain by the contractor on his own cost. If installed on premise, the software should be installed in a Server/PC provided by the Contractor in the port premises assigned by CoPT for access from any point in the intranet.
- 4.2.2 The facilities of the helpdesk & asset management software and the activities to be done are given below:
  - a. Service Call log-in/Error reporting over the intranet & Ticket generation.
  - b. Ticket generation should also be done from the Helpdesk for the calls received via telephone or manual..
  - c. The requester, Helpdesk monitoring official, administrator and any other official assigned should be able to track status of the generated tickets.
  - d. MIS reports like ticket generation, spare replacement made, warranty particulars, present status of all equipments covering in the Maintenance contract, etc., should be available.
  - e. The Asset Management module should be able to track the inventory of the equipments included in the maintenance contract/first level support along with major configurations.
  - f. Report should be available for all the systems which are under AMC or first level support. The Asset Management module should also provide

availability and non availability of all the systems and keep track of all tickets associated with a system.

- 4.2.3 The contractor has to upload the asset details in the proposed Asset management software.
- 4.2.4 The system should have been in use in at least two organizations. The bidder has to submit the proof in Form VII in this regard.
- 4.2.5 At the end of the contract, the data related to ticket generation, spare replacement made, present status of all equipments covering in the Maintenance contract, etc., should also be provided by the contractor in excel format for the final settlement and release of security deposit.

## 4.3 Data centre Infrastructure Maintenance:-

Cochin Port Trust is having a data centre in the 5<sup>th</sup> floor of the Administrative Building to house the servers, storage and Network infrastructure. The data centre is equipped with

- a. 2 nos. 30KVA UPS at Data centre.
- b. Comfort A/C.
- c. Maintenance of Fire detection & Suppression System
- d. Building Management systems for the following:
  - i. Rodent Repellent system
  - ii. Water Leak Detection System

The Contractor has to liaison/interact with the vendors/firm providing AMC to ensure that operations are continued without any hindrance.

The onsite engineers managing the data centre have to monitor all the operations of data centre. The senior onsite Engineer in the data centre in prime shift should coordinate and assist other onsite engineers in maintaining the IT infrastructure and assets.

Duties like backup, start-up/shutdown, password management and performance monitoring of the servers listed in <u>Schedule- II</u> (Servers) will also be covered under the contract.

The contractor is required to have a back to back maintenance support arrangement with the OEMs/Authorised Service Providers for 30KVA UPSs, Comfort A/Cs. The details of these equipments are given in <u>Schedule III.</u>

Maintenance of the Fire detection & Suppression System:

The existing system installed at CoPT is Sinorix Novec 1230 with 42 bar fire suppression system. The fire suppression system include gas release control panel, CCE approved seamless cylinders, discharge valve (with solenoid or pneumatic actuator) as the case may be, discharge pipe, non-return valve and all other accessories required to provide a complete operation system meeting applicable requirements of NFPA 2001 or ISO standards and installed in compliance with all applicable requirements of the local codes and standards

Back to back maintenance support arrangement with the OEMs/Authorised service providers for the Fire detection & suppression system have to be done by the contractor. The details of the same have to be submitted by the successful contractor (Form –XI). The details of the equipments are given in <u>Schedule III</u>.

# 4.4 First level support for Servers, Firewalls, Switches and other equipments under warranty/AMC.

First level support to the machines which are under warranty including installation of application software's and to liaison with the OEM vendor in getting the machine up and running. List of Items under first level supports are given in the Schedule II.

In addition to the servers deployed in the Data centre, CoPT deployed all the application servers in the Cloud Infrastructure provided by a CSP engaged by CoPT. The network connectivity has been provided between CoPT & CSP Data centre through MPLS connectivity and through VPN over the ILLs. CSP also provided firewalls in redundancy in CoPT premises and two numbers of switches. The contractor has to extend first level support to maintain these servers, network (including ILL & MPLS connectivity), firewalls & switches in coordination with the CSP & CoPT on priority. Necessary support has to be extended during the enhancement / changes if any, in future in coordination with CoPT & CSP.

The website of CoPT and mail are hosted in the Virtual Machines provided by NIC in the Cloud. Updation of Tools & OS patches has to be carried out by the contractor as per the instructions of NIC in co-ordination with the respective developers assigned by CoPT.

CoPT is having two numbers of Firewalls (Fortinet Fortigate 500E) with high availability installed & maintained in the CoPT datacentre by the Cloud Service Provider. Administration, Monitoring and First level support on the firewalls have to be extended by the contractor.

CoPT is also having two numbers of L2 Switches & one server (earmarked for ADS secondary & Antivirus) installed by the CSP in the CoPT premises. First level support of these switches have to be extended by the contractor.

The contractor has to extend the implementation & maintenance support to the equipments procured by CoPT during the period of the contract for enhancement or to meet any IT requirements of CoPT. The first level support of such equipments are also to be done by the contractor in consultation with CoPT & the provider of such equipments. First level support have to be extended by the contractor for the Biometric Attendance system, wherein the card readers are installed at various offices of CoPT.

As of now, CoPT is having AMC for precision A/c's installed in the Data Centre. The contractor has to extend first level support to the Precision A/c also till the same is coming under this contract.

Support for the video conferencing & online meetings, presentation are to be extended by the contractor. All engineers shall be knowledgeable in supporting the latest video conferencing softwares like zoom, vidyo, webex, google meet or any other such video conferencing softwares to the officials of CoPT. The contractor shall ensure proper working of such softwares by ensuring the connectivity, proper versions, etc. For such meetings, the contractor may have to host the conferencing for CoPT as well as need to contact the host (If CoPT is not the host) with the details provided by CoPT.

CoPT is in the process of deploying the Active Directory Services in the Cloud. The complete transition of the presently available ADS (in Windows 12) to the proposed ADS at Cloud is scheduled to be implemented in phase wise. Support to switching over to the new ADS has to be done by the contractor. The first level support has to be extended by the contractor for the maintenance of the new ADS. A file server is also proposed to be attached with new ADS for allocating space to the users. Day to day support for the maintenance of ADS have to be done by the contractor whenever required.

Administration of Active directory services, Backup of Configuration & restoration, Trouble shooting of issues if any, change in policy, etc. have to be done by the contractor in consultation with the Cloud contractor & CoPT official whenever requires.

CoPT is implementing the security of PCs and Network by using Trend Micro software with end point security. Support during the implementation of the software has to be extended by the contractor. Keep track of new viruses on a daily basis and remedial action should be taken by the contractor. Patch & Updates management for antivirus and other related softwares deployed/purchased in COPT is the responsibility of the contractor.

Signatures files & Patches have to be updated/upgraded with online support and the signatures should be valid in CoPT during the entire period of the contract with automatic updation features.

First level support for the items purchased during the period of the contract will also be covered under this contract. On expiry of warranty during the period of contract the IT equipments will be included in the maintenance based on comparable / mutually agreed rates (Ref.6.26: Alterations, Additions and Omissions)

# 4.5 Administration & Maintenance of Network Equipments & Management Software.

## 4.5.1 Network Infrastructure:-

The Offices and work places of Cochin Port are spread across different places in Willingdon Island. COPT has established an enterprise wide LAN connectivity using OFC (Single Mode 6 & 12 core) and Cat 6 structured cabling. The Active Components include CISCO core, distribution & edge switches, DELL Switches, Router and firewalls. COPT is using a Network Management Software viz., CISCO LMS 2.5.1, etc. to monitor all active devices. The details of these equipments are given in Schedule I. The Network diagram is given in Schedule IV. The Comprehensive Maintenance Support includes the following:

- Overall network management including incident management, breakdown management, Performance management.
- The onsite support personnel of the contractor have to continuously monitor the network status and take remedial action in case of network failures.
- Escalation of performance deterioration to concerned authorities.
- Bandwidth monitoring and trending for the network management system (NMS tool is readily available in COPT).
- Backup of configuration and restoration.
- Helping users to use common resources on network.
- Monitoring and Control Configuration aspects like IP Address, Subnet mask, DNS settings, etc.
- Monitoring of existing IOS & upgrades if any.
- Administering remote connectivity
- Administering VPN connectivity
- Internet connectivity & bandwidth received from the ISPs have to be monitored by the contractor.
- Extending network level support for the equipments of CoPT connected in the network, which are not covered under this contract.

## 4.5.2 Administration of DHCP

CoPT network is configured using a DHCP server. Multiple VLANs were created for the deployment of IT equipments. Troubleshooting, Backup of

Configuration & restoration, attending issues with DHCP, including VLAN configuration, etc is covered in the scope.

## 4.5.3 **Cable management services**

The contractor has to do the cable management services for the OFC as well as Ethernet cables. The cable management service shall include regular monitoring of cables and the patch codes including connectivity problems and breakages, if any.

## 4.5.4 **CAT 5E & CAT 6 and OFC Cable**

The contractor has to give support in identifying cable breaks or connectivity problems and reinstatement with respect to the OFC Cable and CAT 5E & CAT6 Cables. The contractor has to be equipped with sufficient tools for the above purpose.

## 4.5.5 **Cables**

The contractor has to restore the network connectivity in case of CAT 5E & CAT 6 cable damage/cut during the contract period following industry standards.

All other equipments, material including connectors/jack and labour required to reinstate the network will be the responsibility of the contractor without any cost involvement from COPT.

The contractor has to have sufficient equipments/tools, connectors/jack, etc., in his possession for rectification of the cable damages

## 4.6 Providing onsite engineers for the above services.

## 4.6.1 **Onsite:**

- 4.6.1.1 One Head Facility Management Services, for overall in-charge of the contract working onsite. In addition to the overall in-charge, primary responsibility for the maintenance of Network Administration including all MPLS & ILL connectivity terminated in CoPT, Enterprise Security Management, Mail Administration support, Firewall Administration, DHCP & ADS, Remote Connectivity using VPN, Webex, etc., FTP, Video Conferencing & online meetings and Data Centre Facilities. The personnel shall work from Data Centre on all working days from 0930 Hrs to 1730 Hrs.
- 4.6.1.2 One Sr. Service Engineer to manage
  - (i) Call Monitoring and job allocation

- (ii) Spares Management
- (iii) Primary Closure of all the tickets on completion
- (iv) Supervision of the maintenance of PCs & Peripherals installed in various offices of Cochin Port Trust and
- (v) Desktop Security Management including installation & maintenance of Antivirus solution at the client side for support and maintenance of the equipments.
- (vi) Primary trouble shooting of the network related issues
- (vii) Support for Video conferencing & online meetings.

The personnel shall work from service desk on all working days from 0930 hrs to 1730 hrs.

- 4.6.1.3 Onsite Service Engineer (5 nos.) are to be engaged for
  - (i) Maintenance of PCs & Peripherals installed in various offices of Cochin Port Trust including OS installation, application software/product installation, etc.
  - (ii) Desktop Security Management including installation & maintenance of Antivirus solution at the client side for support and maintenance of the equipments
  - (iii) Attending Network related issues
  - (iv) Supporting Sr. Service Engineer and Head-Facility Management Services as and when required.

One Service engineer shall be on prime shift on all working days. Remaining four service engineers have to come on three shifts (24 X 7) with one service engineer as leave reserve and to come on prime shift.

4.6.1.4 All the onsite engineers involved in the execution of this work should be provided with mobile for communication with the COPT officials, vendors and the contractor's support centers for technical assistance. All the Engineers should have valid driving licenses and two nos. of two wheelers should be made available for commutation between the various offices of COPT for maintaining IT equipments & infrastructure. The responsibility to carry/transport the equipments/spares for repairs/service and return back to the place of installation within the Cochin Port premises lies with the contractor. No service engineer in on duty shall be entrusted to carry/transport the equipments/spares for repairs and return back to/from the contractor's service centre or any other location other than Cochin Port Trust offices. During the starting period of the contract, preventive maintenance and on emergency situations, the contractor has to provide more manpower (minimum two numbers) in addition to the routine setup for making the systems up & running as per the terms of this contract without any additional costs.

4.6.1.5 Bachelor accommodation on sharing basis for the onsite Service Engineers working in shift duty will be considered depending on the availability. If provided, applicable rent as well as utility charges shall be borne by the contractor.

## 4.6.2 **Program Manager – Offsite**

The contractor has to assign a Program Manager, a Senior FMS consultant who will be monitoring the entire activities offline. The PM having sufficient experience may work from the contractors support centre at Cochin to extend support and to look after the complete aspects of this contract including maintenance support. The Program Manager has to extend support onsite, if required and supervise the repairs & maintenance and spares & standby management.

## 4.6.3 **L3 expert/Specialized support**

The contractor has to provide oncall L3 expert/specialized support with respect to some emergency consultancy or configuration issues in the area of Server, Networking, OS related, Software, etc. The facility manager will intimate the contractor regarding the area and the requirement. The contractor has to submit a detailed proposal based on the requirement along with the manday effort.

The L3 support charges are variable and expected an effort of 15 mandays per year. This amount can be claimed only on completion of the work based on CoPT requirements if any, on mutually agreed effortdays. The contractor may raise the invoice along with the quarterly invoices.

## Section-5

## **INSTRUCTION TO THE BIDDERS**

The tender document can be downloaded from the e-tendering portal <u>www.tenderwizard.com/COPT</u> from **10.00Hrs on 12.04.2021 to 10:00 Hrs on 03-05-2021**. Scanned DD/ Banker's Cheque/Pay order/online payment receipt towards the cost of tender document for Rs. 2240/- should be uploaded as part of online tender submission.

- 5.1 The tender documents are also available in Port's website <u>www.cochinport.gov.in</u> or Government of India (GOI) tender portal <u>www.tenders.gov.in</u>. The bidders need to obtain the one time User ID & password for log-in and to in e-Tendering portal <u>www.tenderwizard.com/COPT</u> from the service provider KEONICS by paying registration amount of Rs.1,180/- through online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore".
- 5.2 The tender shall be submitted by an individual or by a registered Partnership firm or by a Limited Company. The duly authorized person should submit the tender documents online. Joint Venture is not allowed in the tender.
- 5.3 The tenders shall be submitted "on line" strictly in accordance with the Additional Instructions to Tenderers and Terms & Conditions given in the tender document. The bidders shall submit scanned copy of all the required documents such as online remittance particulars / DD / Bankers Cheque / Pay order towards the cost of tender; Bid security declaration form, proof of experience, financial details etc. (Refer List of Documents <u>Annexure III</u>) along with e-tenders.
- 5.4 Proof of experience, financial details, and other relevant details along with Authorisation documents of Signatory of the bid in case of Partnership Firm or Limited Company shall be submitted along with the bid.
- 5.5 The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details, please contact to e-Tender Help Desk No. 080 40482000 / 9746118529.
- 5.6 The list of documents to be uploaded in the e-tender portal is attached as Annexure III. The Tender will be opened at the date and time specified therein.

## 5.7 EARNEST MONEY

Each tender should be accompanied with the bid security declaration in the specified format.

## 5.8 Minimum Qualifying Criteria

The bidder has to meet the following criteria to be qualified to submit the bid:

Sl. No	Criteria	**Documentary Evidences to be submitted as proof for the criteria
1	The bidder should have a direct office & support centre established in Cochin providing warranty/facility management / annual maintenance support for the PCs, Peripherals and Network Infrastructure during the last three years ending 28.02.2021.	<u>Form – I</u> in support of the details. Copy of the valid GST registration certificate.
2	The bidder should have a minimum annual turnover of Rs. 51.44 Lakhs for the last three financial years 2019-20, 2018-19, 2017-18	Audited financial statements (Balance Sheet & Profit and Loss account) for the years, 2019-20, 2018-19 and 2017-18 shall be enclosed for verification.
3	The bidder should have executed three*similar jobs with a cost of not less than Rs. 68.59 Lakhs each or two *similar jobs with a cost of not less than Rs.85.73 Lakhs each or one *similar job with a cost of not less than Rs. 137.17 Lakhs *Similar job means work of providing onsite FMS & Maintenance of (i) PCs, laptops & Peripherals (ii) Network equipments (iii) Data Center Facility management in India for a period of at least two years for a client during the last five years ending 28.02.2021	Form – II for each contract satisfying the criteria. Copy of the PO/WO/Agreement <b>and</b> Client Certificate/s from the client for the successful completion of minimum two years of contract/s.
4	The bidder should have successfully provided onsite facility management services /annual maintenance contract / warranty support to at least two Corporates / Institutions / Government / Public Sector Units in India covering at least PCs, Peripherals and Network equipments for at least one year during the last three years ending 28.02.2021	Form – II for each contract satisfying the criteria. and Copy of the PO/WO or Client Certificate for the successful completion of contract.

		· · · · · · · · · · · · · · · · · · ·
5	The bidder should have maintained at least	<u>Form – II</u> for each client/contract.
	260 number of PCs onsite for at least one year	and
	during the last three years ending	Copy of the PO/WO or Client
	28.02.2021.	Certificate for the successful
		completion of contract.
6	The bidder should have installed/configured	<u>Form – V</u> for each client/contract.
	and maintained Network switches including	and
	Layer 3, router, firewall appliance for at least	Copy of the PO/WO or Client
	one year during the last three years ending	Certificate for the successful
	28.02.2021.	completion of contract.
7	The bidder should have provided/is	<u>Form – VI</u> for each client/contract.
	providing 24x7 manned Data centre facility	and
	management (manned First level) having	Copy of the PO/WO or Client
	UPS, Precision A/c, Comfort A/c and Fire	Certificate for the successful
	detection & suppression system for at least	completion of contract.
	one year during the last three years ending	
	28.02.2021.	
8	The bidder should have successfully provided	Form-XII for each client/contract.
	onsite facility management services /annual	and
	maintenance contract to at least two	Copy of the PO/WO or Client
	Corporates / Institutions / Government /	Certificate for the successful
	Public Sector Units in India receiving <b>Cloud</b>	completion of contract.
	services for running their applications for at	
	least one year during the last one year ending	
	28.02.2021.	
9	The bidder should be a Cisco Premier	Copy of the valid certificate as on
	certified or above partner.	28.02.2021
10	The bidder Should have a valid ISO/IEC	Copy of the Valid Certificate as on
	20000-1:2015 certification.	28.02.2021

\*\*The documentary evidence submitted by the bidders as proof shall meet the respective criteria in all aspects.

- 5.9 The right of acceptance of tender will rest with Cochin Port Trust Board, who does not bind themselves to accept the lowest tender and reserves to themselves the authority to reject any or all of the tenders received without assigning any reason.
- 5.10 The tenderer is advised to visit and examine the site of work, equipments covered and its surroundings, discuss with connected agencies and collect all necessary information on his own responsibility for preparing the tender.
- 5.11 While submitting the tender, the tenderer has to consider the original tender documents and any amendments issued by Cochin Port Trust. The amendments to the tender documents if any, will be available in Cochin Port website

www.cochinport.gov.in and in the e-tender portal www.tenderwizard.com/COPT. All bidders have to closely watch these sites for any amendments, corrigendum, addendum, etc. The amendments, corrigendum, addendum, etc if any, will also form part of the tender.

5.12 The tenderer is expected to examine the tender documents including all conditions, specifications, forms etc and also conditions in the G.C.C. Failure to furnish the information required in the tender documents/G.C.C. or submission of a tender not conforming to the requirements in every respect, is likely to result in the rejection of the tender.

#### 5.13 Submission of Tender:

Authorized signatory holding Power of Attorney with his digital signature on behalf of the bidder shall upload / fill-in the different parts of bid after signing all scanned documents to be uploaded through e-tendering portal.

Bid shall be submitted under single stage two part bid:

Part I: Technical bid:

The details and documents to support fulfillment of Minimum Qualifying Criteria and to demonstrate the capability of the Tenderer to provide the services. The supporting documents of qualification and experience of the Program Manager, FMS Head, Sr.Service Engineer and Service Engineer have to be submitted along with the corresponding duly filled in form for evaluation. Among other things, it shall contain duly filled in forms and supporting documents for evaluating the Tender.

Any required information such as reference materials, manuals and other documents included in the Tender should be clearly labeled or otherwise identified and referenced in a clear and consistent manner throughout the Tender.

Pricing Information shall NOT be included in the Technical bid. Tenderers shall ensure that NO pricing information of any type is shown in their technical bid. The Tenderer shall note that the Form of Tender annexed in Technical Bid is for their information and the amount tendered for shall not be indicated in this Form of Tender in the Technical bid. Inclusion of pricing in any place may result in rejection of the Tender.

#### Part II : Price Bid

The price bid shall be filled in dynamically through e-tendering portal only as per the instruction given in the clause 5.40.(e)

## In Hard Copy:

In addition to uploading the all above documents on e-tendering website, the following documents in Original are also required to be submitted in hard copy / physical form before due date for submission of hard copy of bid as per NIT :

- i. Cost of Tender document
- ii. Power of Attorney as per clause 5.14

All the above documents shall then be sealed in an envelope duly superscribed as " **MAINTENANCE AND FACILITY MANAGEMENT SERVICES FOR PCs, PERIPHERALS & OTHER IT INFRASTRUCTURE OF COCHIN PORT TRUST**." along with tender reference number. This envelope should then be delivered at the address mentioned in the NIT.

The original documents in physical form / hard copy submitted after the period as specified in the NIT shall not be entertained and such bids shall be treated as 'Late Bids'. Also if the original documents in physical forms are found to be at variance than the scanned copies (uploaded earlier along with e-bid), the bid will be treated as non-responsive.

The successful bidder has to submit the original documents in full in hard copy on request of CoPT

## **5.14 Signing of Tenders**

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. Written power of attorney accompanying the offer shall indicate such authorisation. The person(s) signing the offer shall sign all pages of the offer except for un amended printed literature. The name and position held by each signatory must be typed or printed or sealed below the signature.

The tender should be written legibly and free from interpolations, erasures or over writings or conversions of figures. Correction where unavoidable, should be duly attested by the signature(s) of the tenderer(s) with dates. The rates should be written in words as well as in figures.

#### 5.15 Incomplete or part tender:

Tender must be submitted for executing all works involved and any tender 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.

#### **5.16 Opening of tender:**

The bid security declaration & Cost of Tender document will be checked for all the prospective bidders. The technical bid submitted by the bidders, who have submitted/satisfies with the terms & condition of EMD & Cost of Tender document will be opened in front of the representatives of the Tenderers present in the office of the FA & CAO, Cochin Port Trust at the time and date stipulated in the NIT.

- 5.17 The price bids shall be submitted through the e-tender portal only. No hardcopies of price bids are to be submitted by the tenderer. Notice will be given to the qualified Tenderers for participating in the price bid opening electronically.
- 5.18 Cochin Port will not take responsibility for any delay in receipt or non-receipt of the tender document sent by the party by post. Similarly postal delays while submitting the tender or while sending any correspondence connected with this tender also will not be the responsibility of Cochin Port Trust.
- 5.19 If the tender is made by an individual, it shall be signed by him indicating his full name and postal address. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney, authorizing him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause, such power of attorney to be attached with the tender which must disclose that the firm is duly registered under the Indian Partnership Act. If the tender is made by a Limited Company, it shall be signed by a duly authorized person who shall produce the satisfactory evidence of the authorization. In the case of Limited Company, the tender should be accompanied by the Memorandum and Articles of Association of the Company. Receipts for payments made to a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effect full receipts for the firm
- 5.20 The acceptance of a tender will rest with the FA & CAO. who does not bind himself to accept the lowest tender or any other tender and reserves to himself the authority to reject any or all tenders received without assigning any reason.
- 5.21 The FA & CAO or his duly authorized assistant will open the tenders in presence of attending tenderers who may be present at the time in person or through their authorized representatives.
- 5.22 The FA & CAO will award the contract to the bidder whose bid is considered to be substantially responsive to the bidding documents and who has offered the lowest evaluated and technically qualified bid.

- 5.23 Within 15 days from the receipt of the detailed order, the successful bidder shall execute the agreement in a Kerala stamp paper for Rs.200/- as per the format given in Annexure I, which would be provided, for the proper fulfilment of the contract.
- 5.24 The successful tenderer also has to enter into a separate Service Level Agreement (SLA) every year before the commencement of the services for that year.
- 5.25 FA & CAO shall reserve the right to accept any bid and to reject any or all bids without incurring any liability/ assigning any reason
- 5.26 The tender should be open for acceptance for 90 (Ninety) days from the date fixed for its opening of the bid. Should any tenderer withdraw his tender before this period, the tenderer shall be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Trust, for a period of two years as per clause (a) in Annexure-IV.
- 5.27 Tenderers should refrain from sending telegraphic offers, which will be considered as invalid and will be rejected
- 5.28 A tenderer shall be deemed to have full knowledge of all documents, sites, etc, whether he has inspected them or not. The submission of tender by a tenderer implies that the tenderer has read this notice and other conditions and has made himself aware of the scope and specifications and other factors bearing on the tender.
- 5.29 The Security Deposit for the contract (performance security) equivalent to 3% of the total contract price (incl. Tax) as per price bid summary. The security deposit can be furnished in DD or Bank Guarantee (BG) issued by any Nationalised Bank having branches in Kochi. The amount deposited as security deposit will be retained for a period of three months from the completion of the contract for the due and proper fulfilment of the contract. The security deposit by way of BG is to be submitted on stamp paper of value Rs 200/- in prescribed format (Annexure II). The validity of the bank guarantee can be extended on continuation of the contract for further period. If the AMC value for the succeeding year is more than the current period, the contractor has to submit a fresh security deposit valid for the next year and valid till the retention period. At any circumstances, the Security Deposit will not earn any interest. The Security Deposit shall be forfeited on failure to perform or non-fulfilment by the contractor or of the terms and conditions of the contract.
- 5.30 It is obligatory on the part of the bidder to seal and sign each and every page of the documents, while submitting the tender. The successful bidder will be required to execute an agreement. Until a formal agreement is prepared and executed, the tender together with the acceptance thereof shall not constitute a binding contract between the bidder and port trust.
- 5.31 Any bid received after due date and time prescribed in the document shall be rejected.

- 5.32 Cochin port trust may transfer the equipments to any of its offices in W/island and the contractor is liable to support the same
- 5.33 The contract shall be governed by the Indian Contract Act and all payments due to the contractor under the contract should be made in Indian currency.
- 5.34 Tenderers should refrain from sending revised or amended offers after closing the date of tender.
- 5.35 The rates quoted should be firm and should not be linked up with any price variation clause.
- 5.36 Price variation if any will not be applicable under any circumstances. Printed or cyclostyled or such terms and conditions of the tendering forms not appearing in the body of the tender will not be considered as forming part of the tender.
- 5.37 Tenders, which do not fulfil all or any of the above conditions, or are incomplete in any respect, are liable to summary rejection at any stage before placement of order.
- 5.38 Canvassing in connection with tender is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 5.39 The legal jurisdiction of this contract shall be Cochin City only
- 5.40 Tender Evaluation Process
  - a. EMD and Cost of Tender Document

The Tenderers shall submit bid security declaration and cost of tender documents as mentioned earlier. The tender submitted without bid security declaration and cost tender documents will be considered as non-responsive and the tender will be rejected.

- b. Minimum Qualifying Criteria Evaluation
  - i. Cochin Port Trust will scrutinize the Tenders received in terms of the Minimum Qualifying Criteria (MQC) as per the Tender documents.
  - ii. Tenderers must remain available during the evaluation period to respond to requests for clarifications, if any. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.
  - iii. Cochin Port Trust will conduct an exercise of verification of information provided by the Tenderer. During such exercise, if the ground realities

are found to be inconsistent with claims made by the Tenderer, or in case, discrepancies are found in the information submitted, the Tender will be rejected.

- iv. The eligibility of each Tenderer will be evaluated based on the information furnished by the Tenderers in the Tender document.
- v. The tenders of the bidders qualifies the Minimum Qualifying Criteria will be evaluated further. The tenders of the bidders, who do not qualify the MQC, will not be evaluated further.
- vi. Cochin Port Trust reserves the right to investigate the references and the past performance of any Tenderer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion of service on schedule, and its lawful payment of Suppliers, sub-contractors, and workers.
- vii. Cochin Port Trust will not enter into any correspondence with the tenderer except to seek clarification when necessary. The decision of the Cochin Port Trust to accept or reject any tender will be final. Any attempt by a Tenderer to improperly influence the Employer during the evaluation process will result in the rejection of the Tender.

## c. Technical Evaluation

- i. The bids of the MQC qualified will be evaluated further for the responsiveness and technical compliance.
- The details of the proposed onsite personnels submitted in Form III and Form IV will be scrutinized as per the tender conditions for compliance. The supporting documents of qualification and experience of the FMS Head, Sr.Service Engineer and Service Engineer have to be submitted along with the corresponding duly filled in form for evaluation.

## d. Price Bid

- i. The price bids of the technically qualified bids will be opened in presence of the bidders.
- ii. The Contract Price (and payment schedule) is linked to the supply, installation, configuration (wherever applicable) and service rendered by the successful bidder.
- iii. The Contractor's attention is drawn to the Conditions of Contract and Technical Requirements etc. which are to be read in conjunction with the services rendered by the successful bidder.
- iv. It is assumed that Bidders shall have read the Technical support requirements and other sections of the Bid Documents to ascertain the full

scope of the requirements associated with all areas prior to filling in the rates and prices.

- v. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in the Bid Documents.
- vi. If Bidders are unclear or uncertain as to the scope of any area / line item, they shall seek clarification in accordance with the Instructions to Bidders in the Bidding Documents prior to submitting their bid.
- vii. The quoted rates and prices shall be comprehensive and shall be deemed to cover the full scope of the Requirements complete in all respect, as well as overhead, profit and shall include all incidental and contingent expenses and risks of every kind necessary to complete and maintain the whole of the works in accordance with the Contract.
- viii. Prices shall be fixed and firm for the duration of the Contract. No price variation/ adjustment or any other escalation will be entertained. The basic rate quoted in the tender shall hold good and shall be binding on the tenderer, notwithstanding any increase in the prices of services, 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.
  - ix. Prices shall be quoted in Indian Rupee to a maximum of two significant places of decimals.
  - x. 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).

## e. Instruction for filling up price bid

- i. The price bids have to submit by the bidders only through e-tender portal and not in hardcopies.
- ii. In the case of items expiring warranty during the contract period, the amount will be calculated on pro-rata basis based on the warranty end date in the respective sheets on the table mentioned below.
- iii. The price bid has the following 11 worksheets:
  - a. PB SM Price Bid Summary

The price bid summary need not be filled by the bidder. The bid values from the referred lower level price schedule will be summarized and populated automatically.

b. PB I - Price Bid Summary for Servers, Laptops, PCs and Peripherals

The price bid summary need not be filled by the bidder. The bid values from the referred lower level price schedule will be summarized and populated automatically.

## c. PB I.1 - AMC & FM of Laptops

The rates of each year have to be entered in the respective column 'Rate/Year' (without taxes) by the bidder in the work sheet PB I.1. The total amount for two years will be calculated and the rest of the schedule will be populated automatically.

## d. PB I.2 - AMC & FM of PCs

The rates of each year have to be entered in the respective column Rate/Year (without taxes) by the bidder in the work sheet PB I.2. The total amount for two years will be calculated and the rest of the schedule will be populated automatically.

## e. PB I.3 - Maintenance of Printers

The rates of each year have to be entered in the respective column Rate/Year (without taxes) by the bidder in the work sheet PB I.3. The total amount for two years will be calculated and the rest of the schedule will be populated automatically.

## f. PB I.4 - Maintenance of Scanners

The rates of each year have to be entered in the respective column Rate/Year (without taxes) by the bidder in the work sheet PB I.4. The total amount for two years will be calculated and the rest of the schedule will be populated automatically.

## g. PB I.5 - Maintenance of UPSs

The rates of each year have to be entered in the respective column Rate/Year (without taxes) by the bidder in the work sheet PB I.5. The total amount for two years will be calculated and the rest of the schedule will be populated automatically.

h. PB II – Helpdesk Software, Administration, Consultancy & L3 support

Onetime cost: The Column OneTime Cost have to be entered by the bidder in the Worksheet PB II against Year1 only. The rest of the schedule will be populated automatically.

Maintenance Cost: The rates of each year have to be entered in the respective column Rate/Year (without taxes) by the bidder in the work sheet PB II. The total amount for two years will be calculated and the rest of the schedule will be populated automatically.

i. PB III - Maintenance of Network Components

The rates of each year have to be entered in the respective column Rate/Year (without taxes) by the bidder in the work sheet PB III. The total amount for one year will be calculated and the rest of the schedule will be populated automatically.

j. PB IV - Maintenance of Data Centre Equipments

The rates of each year have to be entered in the respective column Rate/Year (without taxes) by the bidder in the work sheet PB IV. The total amount for two years will be calculated and the rest of the schedule will be populated automatically.

k. PB V - Providing onsite engineers for onsite maintenance, facility & Network Management.

The Monthly rates have to be entered in the respective column Rate/Month (without taxes) for the Year1 & Year 2 by the bidder in the work sheet PB V. Refer tender Clause 7.1.5: 'Remuneration to the onsite engineers' while filling this price bid schedule. The total amount for two years will be calculated and the rest of the schedule will be populated automatically.

- 1. The rates are to be entered by the bidders in the respective column of all worksheets other than PB SM & PB I. All the other columns are automatically filled based on the defined formulae.
- 2. The bidders have to make sure that the cells those are in blue color are filled in. Any cell without value will be treated as 0 (Zero).

## 5.41 Evaluation of price bids.

- 1. Evaluation of the price bids will be done as per the total cost (excluding taxes) in the Price Bid summary (PB SM).
- 2. The lowest total cost excluding taxes as per price bid summary (PB SM) will be considered for award of the contract.

## 5.42 Under takings

An undertaking that no payment or illegal gratification has been made to any person/authority connected with the Tender process so as to influence the tender process and have not committed any offence under PC Act in connection with the tender, has to be furnished in Form VIII.

Disclosure of payment made/ proposed to be made to the intermediaries in connection with the tender has to be made in Form IX shall be given.

An undertaking that no changes have been made in the tender document downloaded has to be furnished in Form X.

## Section – 6

## **Cochin Port Trust**

## **GENERAL CONDITIONS OF CONTRACT**

## 6 Definitions and Interpretation

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires;

## 6.1.1 Definitions

- **a.** Contract elements
  - (i) Contract element Contract" means the Contract /Agreement for the supply of goods and provision of services entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties together with the Contract Documents and appendices referred to therein.
  - (ii) "Contract Documents" means the documents specified in the Form of Contract/ Agreement (including any amendments to these Documents).
  - (iii) **"Contract Agreement"** means the agreement entered into between the Employer and the Contractor using the Form of Contract Agreement contained in the Tender Documents and any modifications to this form agreed to by the Employer and the Contractor.
  - (iv) **"Contract Price"** means the price defined in the Contract/ Agreement payable to the Contractor for the full and proper performance of its contractual obligations.
  - (v) "Tender Documents" means to the collection of documents issued by the Employer to instruct and inform potential Contractors of the processes for Tenderding, selection of the winning Tenderer, and contract formation, as well as the contractual conditions governing the relationship between the Employer and the Contractor.
  - (vi) **"Tender"** means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in all accordance with the provisions of the Contract, as accepted by the Letter of Acceptance Work Order.
  - (vii) **"Bill of Quantities"** means the priced and completed Bill of Quantities", forming part of the Tender.

- (viii) "Specification" means the specification of the Works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Employer.
- (ix) **"Letter of Acceptance"** means the formal acceptance by the Employer of the Tender.

## b. Entities

- (i) **"Employer**" means the person purchasing the Information System, viz. Board of Trustee, Cochin Port Trust, Cochin or their successors and assigns, acting through its Sr.Dy.Dir(EDP) or any other officer so nominated by the Cochin Port Trust.
- (ii) **"Contact Person**" means the person appointed by the Employer to perform the duties delegated by the Employer, Sr. Deputy Director, (EDP), Cochin Port Trust
- (iii) **"Contractor"** means the person(s), firms or company (ies) whose Tender to perform the Contract has been accepted by the Employer and is named as such in the Contract/ Agreement and the legal successors in title to such person.
- (iv) **"Contractor's Representative"** means any person nominated by the Contractor and named as such in the Contract /Agreement and approved by the Employer to perform the duties delegated by the Contractor.
- (v) "Subcontractor," including vendors/service provider, means any person to whom any of the obligations of the Contractor, including supply of any spares, software / hardware system related to Information Technologies or other related Goods or Services, is subcontracted directly or indirectly by the Contractor with the consent of the Employer and the legal successors in title to such person.

## c. Scope

- (i) **"Information System**," also called "the **System**," means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational, together with the Services to be carried out by the Contractor under the Contract.
- (ii) **"Subsystem**" means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.

- (iii) **"Information Technologies**" means all information processing and communications-related hardware, Software, cables, supplies, and consumable items that the Contractor is required to provide AMC & Facility Management Services under the Contract.
- (iv) **"Goods**" means all hardware, cables, software, tools, equipment, machinery, and / or other materials, and other tangible or intangible items that the Contractor is required to repair, service and commission under the Contract to provide AMC & Facility Management Services.
- (v) "Services" means all technical, logistical, management, and any other Services to be provided by the Contractor under the Contract to provide AMC & Facility Management Services, and make the system up & running.
- (vi) **"Software**" means that part of the System, which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.
- (vii) **"System Software**" means Software that provides the operating and management instructions for the underlying hardware and other components.
- (viii) **"Application Software**" means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System.
- (ix) **"Standard Software"** means Software purchased off the shelf or standard products of software vendors, which provides specific functionalities.
- (x) **"Custom Software"** means Software specifically developed under this Contract to meet the Technical Specifications described in this Contract.
- (xi) **"Intellectual Property Rights"** means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future.
- (xii) **"Works"** means the Maintenance and Facility Management Services for PCs, Peripherals & other IT infrastructure of Cochin Port Trust.

## d. Activities

- (i) **"Delivery"** means the transfer of the Goods/ submission of deliverables from the Contractor to the Employer.
- (ii) **"Commissioning**" means operation of the System or any Subsystem by the Contractor following Installation, which operation is to be

carried out by the Contractor, for the purpose of carrying out Operational Acceptance Test(s).

(iii) **"Operational Acceptance**" means the acceptance by the Employer of the System or any Subsystem(s) which have malfunctioned or become faulty/non operational and subsequently made operational & commissioned.

### e. Place and time

- (i) **"Project Site(s)"** means the place(s) for the supply and installation of the System at Cochin Port Trust Offices and Docks.
- (ii) **"Commencement Date"** means the date of agreement or any other day mutually agreed by the contractor and the employer.
- (iii) **"Contract Period**" is the time period during which this Contract governs the relations and obligations of the Employer and Contractor in relation to AMC & Facility Management Services.

### 6.1.2 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.

### 6.1.3 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of India. Disputes, if any, shall be within the local territorial jurisdiction of courts of law in Cochin, Kerala. No suit or other proceedings relating to the Contract shall be filed or taken by the Contractor in any Court of Law, except at Cochin.

### 6.1.4 Work to be in Accordance with Contract

The Contractor shall execute and complete the Works and remedy and any defects therein in strict accordance with the contract and its General Conditions of Contract, Special Conditions of Contract and Scope of the work to the satisfaction of the Facility Manager; Sr. Deputy Director (EDP) or his authorized representative.

#### 6.2 Facility Manager

The Employer shall appoint and notify the Contractor in writing of the name of the Facility Manager. The Facility Manager shall have the authority to represent the

Employer on all day-to-day matters relating to the System or any other issues arising from the Contract.

All notices, instructions, information, and other communications given by the Contractor to the Employer under the Contract shall be given to the Facility Manager, except as otherwise provided for in this Contract.

# 6.2.1 Facility Manager's Duties and Authority

- (a) The Facility Manager shall carry out the duties specified in the Contract.
- (b) The Facility Manager shall exercise the authority specified in or necessarily to be implied from the Contract. The requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Facility Manager.
- (c) Except as expressly stated in the Contract, the Facility Manager shall have no authority to relieve the Contractor of any of the obligations under the Contract.

# 6.2.2 Facility Manager's Authority to Delegate

The Facility Manager may from time to time delegate to the Assistants any of the duties and authorities vested in the Facility Manager and he may at any time revoke such delegation. In either case, the Contractor shall be suitably notified in writing."

### 6.2.3 Supplementary Instructions/ specifications

The Facility Manager shall have authority to issue to the Contractor, from time to time, such supplementary instructions/ specifications as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall carryout and be bound by the same.

### **6.2.4 Appointment of Assistants**

The Employer may appoint any number of persons to assist the Facility Manager in carrying out his duties. He shall notify to the Contractor the names, duties and scope of authority of such persons.

# 6.3 Contractor's General Responsibilities

The Contractor shall, with due care and diligence, design, execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance and other related services in accordance with the best industry practices. The Contractor shall provide all superintendence, resources required and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. In particular, the Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective skill set and supervisory staff who are competent to adequately supervise the work at hand.

The Contractor shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.

The Contractor shall comply with all laws in force in the Country. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

The Contractor is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles.

# 6.3.1 Approval for appointment of Contractor's Representative & Onsite service personnels.

If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. The request must be accompanied by detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Contractor's Representative. If the Employer does not object to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint another on replacement within fourteen (14) days of such objection.

The same procedure has to be followed in case of Onsite Service Personnels during the initial engagement and changes if any, thereafter.

### 6.3.2 Role of Contractor's Representative

The Contractor's Representative FM head shall have the authority to represent the Contractor on all day-to-day matters relating to the System or arising from the Contract. The Contractor's Representative shall give to the Facility Manager all the Contractor's notices, instructions, information, and all other communications under the Contract.

All notices, instructions, information, and all other communications given by the Employer or the Facility Manager to the Contractor under the Contract shall be given to the Contractor's Representative except as otherwise provided for in this Contract.

## 6.3.3 Co-ordination of the AMC & FM Team:

The Contractor's Representative and staff are obliged to work closely with the Employer's Facility Manager and staff, act within their own authority, and abide by directives issued by the Employer that are consistent with the terms of the Contract. The Contractor's Representative is responsible for managing the activities of its personnel and any other personnel of the contractor involved in the AMC and FM.

### 6.3.4 Contractor's Employees

The Contractor shall provide on this project for the execution and completion of the Works and the remedying of any defects therein only such technically qualified, skilled and experienced personnel as required for execution of work.

# 6.3.5 Employer at Liberty to Object

The Employer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Employer, misbehaves, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Facility Manager to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Employer. Any person so removed from the Works shall be replaced by an equally qualified and experienced person as soon as possible.

# 6.4 Assignment of Contract

The Contractor shall not, without the prior consent of the Employer assign the Contract or any part thereof, or any benefit or interest therein or there under, otherwise than by:

a) A charge in favour of the Contractor's bankers of any moneys due or to become due under the Contract, or

**b)** Assignment to the Contractor's insurers (in case where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable.

## 6.5 Sub-Contracting

The contractor shall not sub-contract any part or whole of the works without the prior consent of the employer.

## 6.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 6.7 Non waiver

No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

# 6.8 Confidentiality:

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purpose thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer.

# 6.9 Validity of the Tender

All prices and any other significant factors contained in the Tender shall be valid for acceptance for a period of 90 calendar days from the date of opening of Tenders. Notwithstanding the above, it is obligatory for the tenderer to keep the validity for another 30 days for which request in writing by the FA & CAO before the expiry of the original validity period would be sufficient intimation and shall be acknowledged by the tenderer.

# 6.10 Notification of the Award of Contract

The successful Tenderer will be notified that their offer has been accepted and the basis on which, the tender has been accepted through a work order.

# 6.11 Contract Documents

All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole. The Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

# 6.12 Scope of the Work

The Scope of work is fully described in the 'Section – 4 : Scope of the Tender' of the tender documents. The Contractor shall, perform all such work and Materials that are not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for making the system up & running.

The Contractor's obligations under the Contract will include the recurrent cost items also as described in the Technical Requirements.

The Contractor shall repair / replace all the required systems and provide all Services specified in the Contract with the highest standards of professional competence.

# 6.13 Work premises:

The Employer will provide office space and a store room required for carrying out service/repair of the hardware, software, and other activities related to the work including storage for spares.

## 6.14 Inspections and Tests

The Employer or its representative shall have the right to inspect and/or test any components of the System or sub system, to confirm their good working order and/or conformity to the Contract on commissioning and at the point of operation of the equipment / system.

The Facility Manager may require the Contractor to carry out any inspection and/or test not specified in the Contract, if it is considered necessary due to the repeated occurrence of major non-conformities on any component, sub system or system.

# 6.15 Commissioning of the Systems

As soon as the Systems, or any Subsystem, has, in the opinion of the Contractor, been repaired/serviced and made ready for Commissioning and Operational Acceptance, the Contractor shall so intimate the Facility Manager or his representative in writing by way of a field service report (either in manual or electronic form). The Contractor shall promptly remedy any defect and/or deficiencies notified by the Facility Manager.

# 6.16 Facility Management & Status Report

The Contractor shall submit to the Facility Manager monthly or such other period as the Facility Manager may from time to time direct, status reports summarizing:

- (i) Service(s) / Repair(s) made during the prior period including the replacement of spares.
- (ii) Report on non working systems/services beyond the resolution time.
- (iii) Other issues and outstanding problems; proposed actions to be taken;
- (iv) Resources that the Contractor expects to be provided by the Employer and/or actions to be taken by the Employer in the next reporting period;
- (v) Other issues or potential problems the Contractor foresee that could impact on AMC & FMS.
- (vi) Inspection and quality assurance reports
- (vii) Log of service calls and problem resolutions

# 6.17 Extension of time:

Delivery of the services / goods shall be made by the tenderer in accordance with the resolution time specified as per clause 6.24. However, the tenderer may claim extension of time limits in case of

- a) Changes ordered by the Cochin Port Trust.
- b) Force Majeure and
- c) Delay in performance of work caused by orders issued by the Cochin Port Trust relevant to but not included in the contract.

The Contractor shall submit to the Facility Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. After receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree in writing upon the period of such extension and its consideration towards penalty/liquidated damages.

# 6.18 Force Majeure :

In the event of the contractor / Cochin 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. 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".

# 6.19 Delay in making the system up & running - Liquidated Damages (LD)

If the Contractor fails to repair/replace, commission, and make the system up & running within the permitted resolution time or any extension of the time for

making the system up & running previously granted, or fails to perform the work satisfactorily, then liquidated damages will be applied as per clause 6.24.

The payment of such LD shall not relieve the contractor of his obligations to complete the works or from any other of his obligations or liabilities under this contract. This shall not limit, however, any other rights or remedies the Employer may have under the Contract.

In the event that the contractor is delayed or prevented from performing its obligations under this contract due to failure, delay or negligence on the part of the employer, the contractor shall be excused and shall have no liability or obligation and is entitled to an extension of time to perform its obligations. Unless otherwise agreed, the period of the extension will be equal to the amount of time for which the contractor is delayed or prevented from performing its obligations due to such failure, delay or negligence on the part of the employer.

# 6.20 Termination for default:

The Cochin Port Trust 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 Cochin Port Trust.

The contract is liable for termination at any time within the currency period of the Contract by Cochin Port Trust, after giving 7 days notice, for any of the following factors and for such cancellation, Cochin Port Trust will under no circumstance be subject to any liability

- i) If the contractor fails to carry out the work as per contract without any valid reason acceptable to Cochin 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 Cochin Port Trust may authorise in writing.

If the Contractor:

- (a) Has abandoned or repudiated the Contract;
- (b) Has without valid reason failed to commence work on the System promptly;
- (c) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

(d) Refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the System in the manner specified in the contract;

Then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor.

This will not release the Contractor from any of his obligations or liabilities under the Contract, or affect the rights and authorities conferred on the Employer by the Contract. In addition to the above, Bank Guarantee furnished by the Contractor towards Interim payment will be invoked and the amounts thereof forfeited.

### 6.21 Risk Purchase

Without prejudice to any of its legal rights, Cochin Port Trust shall have the power to recover the said amount of damage as above, 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 Sr.Dy.Director(EDP), Cochin 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 Sr.Dy.Director(EDP), Cochin Port Trust or his representative.

## 6.22 **Resolution of disputes:**

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.

All disputes between the parties shall be referred to the award of two arbitrators (one to be nominated by the "Contractor" and one by "EMPLOYER" or in case of said arbitrators not agreeing, then to the award of an Umpire to be appointed by the said Arbitrators) in writing before proceeding on the reference. The decision of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them shall be final and binding on all parties to the contract and the provision of the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof shall be deemed to apply to such reference and deemed to the incorporated in the Contract. Joint Arbitrators/ Umpire may from time to time with the consent of parties shall extend the time for making and publishing the award. The Joint Arbitrators/Umpire will be bound to give claim wise detailed and speaking award and it should be supported by reasoning. The Arbitration proceedings shall take place in Cochin.

# 6.23 Defects Liability

The Contractor shall provide warranty that the System, including all Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or the performance, reliability, or extensibility of the System and/or Subsystems. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

During the contract period, the firm would be responsible for

- a) Maintaining availability of systems as specified in this contract;
- b) Rectifying problems found, if any, in the hardware, software & accessories supplied; and
- c) Repairing or replacing defective equipment or a component of equipment or material or any goods supplied

During the contract period, the Contractor shall station adequate number of competent persons with a minimum strength of onsite engineers stipulated in the clause '4.6' in Cochin Port premises to ensure the availability of the systems as per 6.24.

# 6.24 Availability and Resolution time – Application of LD

The downtime of a system under AMC in a single instance without operational standby is termed as resolution time . The resolution time and qaueterly availability is for various systems is given below.

System	Resolution Time	Quarterly availability
PCs, Peripherals, DC equipments & related systems and services and UPSs less than 1KVA	2 working day	97%
components of fire detection & suppression		
system	24 Hrs	97%
UPSs of 1KVA to 10 KVA	2 calendar day	98%
Comfort AC	24 Hrs	98%
core switch	4 Hrs	99%
30KVA UPS	6 Hrs	99%
distribution switch	8 Hrs	99%

edge switch	24 Hrs	99%

The non availability period (down time) of each system will be compounded quarterly and a penalty of 1% of the AMC value of that item shall be recovered from the contractor for every day or part thereof falling short of the availability requirement subject to a maximum of 10% of the AMC value. If the penalty exceeds 10% of the AMC value of a system, the system will be repaired by the employer and the cost incurred towards repairs/replacement will be deducted from the contractor's payment failing which from BG.

### 6.25 Intellectual Property

### 6.25.1 Intellectual Property Rights Indemnity

The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all losses, liabilities, and costs that the Employer or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights.

If any proceedings are brought or any claim is made against the Employer, the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

### 6.25.4 Indemnity

The Tenderer shall fully indemnify the Cochin Port Trust and users of the materials supplied, against the action claim or demand, costs and expenses, arising from or incurred by reasons of any infringement or alleged infringement of any letters Patent, Registered Design, Trademark or name, Copyright or any other protected rights in respect of any materials supplied or any arrangements, system or methods of using, fixing or working used by the Tenderer.

### 6.26 Alterations, Additions and Omissions

### 6.26.1 Variations

The Facility Manager shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- a) Increase or decrease the quantity of any work included in the Contract,
- b) Omit any such work (partially or fully),

c) Execute additional Work of any kind necessary for the completion of the Works,

No such variation shall in any way vitiate or invalidate the Contract, by the effect, if any, of all such variations shall be valued, provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of Contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

# 6.26.2 Deletion / Omissions

CoPT reserves the right to omit or delete the items by giving a notice as follows:

PCs, Printers, Scanners, UPSs below 1 KVA – 1 month notice

Servers, Datacentre equipments including Precision A/c, Network Infrastructure including Router, Switches, Fire detection & suppression system – 1 month notice before the commencement of a quarter from which the items are proposed to be omitted from AMC.

# 6.26.3 Valuation of Variations

All variations referred to in Clause – 6.26.1 and any additions to the Contract Price, which are required to be determined, shall be valued as follows:

- a) At the rates and prices set out in the Contract if, in the opinion of the Facility Manager, the same shall be applicable.
- b) If the Contract does not contain any rates or prices applicable to the varied Work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which after due consultation by the Employer with the Contractor, suitable rates or prices shall be agreed upon between the Employer and the Contractor.
- c) In the event of disagreement the Employer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly.

# 6.27 Performance Security

Within 15 days from the date of issue of the letter of intent/ work order the successful Tenderer shall deposit 3% of the accepted value of Tender including

taxes towards Performance Security in the form of Bank Guarantee from a nationalized bank as per the specimen given in Annexure - II without any modifications.

However, the Employer may relax the time limit of 15 days and extend it by further period as deemed fit in extraordinary circumstances for the reasons recorded by him. If the Performance Security is not deposited in time as prescribed above, the work order shall stand cancelled automatically and Earnest Money Deposit will be forfeited. The Performance Security will remain in force throughout the period of contract and will be refunded thereafter.

# 6.28 Claims under Performance Security

Prior to making a claim under the performance security the Employer shall, in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.

# 6.29 Payment Terms

# 6.29.1 Contract Price.

The Contract Price shall be firm and fixed and not subject to any alteration.

# 6.29.2 Terms of Payment:

The Contractor's request for payment shall be made to the Employer in writing, accompanied by an invoice for the services actually delivered. All statutory levies such as Income Tax (TDS) at the applicable rates and all amounts due to the Employer will be deducted from the invoice amount and the balance will be paid. Payment will be made through NEFT/RTGS as far as possible and contractor will be required to provide information of Bank details. GST as per the prevailing rates will be paid extra.

The types of works covered in this contract are as follows:

- a. Supply, Installation and commissioning of systems/services
- b. Installation, configuration and commissioning of systems/services
- c. Recurring costs and support costs

Details of services/activities completed, payments and the documents that will be required for processing the payment for different types of works under this contract are given below:

Key milestone	Activities to	Payment	Documents
	be		
	completed		
i) Supply	Delivery.	75%	Delivery chalan and
			Manuals
ii) Installation and	Commission	balance 15% or	Installation report &
commissioning	ing and	25%	operational Acceptance
	acceptance	depending on	certificate by Port Officials/
	by Port	whether training	Facility Manager
		is applicable or	
		not.	
(iii) Training, if	Training as	10%, if Training	Certificate by Facility
applicable	specified	is applicable	Manager

# a) Supply, Installation and commissioning of Systems/services.

# b) Installation, configuration and commissioning of systems/services

Key milestone	Activities to be completed	Payment	Supporting Documents
i) Installation, configuration and commissioning	Commission ing and acceptance by Port	90% or 100% depending on whether training is applicable or not.	Manuals, DC & related documents and Installation report & Operational Acceptance certificate by Port Officials/ Facility Manager
(ii) Training, if applicable	Training as specified	10%, if Training is applicable	Certificate by Facility Manager

# c) Recurring Maintenance/ Support Costs

Key milestone	Activities to be completed	Payment	Supporting Documents
i)Maintenance/ support charges,	Satisfactory maintenance/s upport during the quarter	Quarterly (Pro rata)	Certificate by Facility Manager, Activity report including PM report for the payment period.
ii)Man power support.	Satisfactory support during the quarter	Quarterly	Copy of Wage/Pay slip of onsite engineers submitted by the Contractor for the period

The following documents shall be submitted by the Contractor to the Facility Manager for the payment as applicable.

- (i) Invoice (showing Purchase-cum-Work Order / Price Bid ref., goods/service description, quantity, unit price, total amount) for the payment
- (ii) Installation Certificate of all the IT goods/services including software authenticated by Facility Manager.
- (iii) Software licenses for all required software, Media including utility and system software, if any.
- (iv) Supply of manuals / system documentation, and other reference materials, if any.
- (v) Acceptance certificate for the systems by the Facility Manager.
- (vi) Quarterly Activity report by the contractor.
- (vii) Asset list as on the quarter ending date along with the last Preventive maintenance date of each equipments.
- (viii) Request for release of Security Deposit

### 6.29.3 Taxes and Duties

The basic rate quoted in the tender shall hold good and shall be binding on the tenderer, notwithstanding any increase in the prices of materials and 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. GST will be extra.

#### 6.29.4 Income Tax

Deduction of Income Tax shall be made by the Employer from each Payment to the Contractor at the rates specified by the Central Government under the provisions of IT Act on the gross amount of the Contractor's Bill for payment.

### 6.29.5 GST

GST will be paid as per the rates ruling at the time of raising of bills.

#### 6.30 Labour

#### 6.30.1 Independent Contractor

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Employer.

### 6.30.2 Engagement of Staff and Labour

The Contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The tenderer is also required to have their own transport for movement of their men and material inside/outside the port premises. Cochin Port Trust will not provide any vehicle or manual assistance to the tenderer in this regard. The tenderer should follow Workmen's Compensation Act for providing insurance coverage to their employees.

#### 6.30.3 Indemnity

The tenderer shall indemnify Cochin Port Trust during the various stages of execution of the contract, regarding damages or loss of or injury to or death of persons/ properties belonging to:

- Third parties
- Cochin Port Trust's facilities and goods

### 6.30.4 Compliance of relevant Acts, Ordinances etc.

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 Cochin Port Trust in this connection.

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employer's 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 there under 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 Cochin Port Trust indemnified against all penalties and liabilities of any kind for non-compliance with or infringement of any kind, for non-compliance with 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.

### 6.31 Care of the Works

Though the ownership of the System is vested with the Employer upon their delivery, the Contractor shall take full responsibility for the care and custody of the System or Subsystems till the issue of Operational Acceptance.

## 6.31.1 Responsibility to Rectify Loss or Damage

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, the Contractor shall, at his own cost, rectify such loss or damage so that the Works conform in every respect with the provisions of the Contract to the satisfaction of the Facility Manager. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Defects Liability.

# 6.31.2 Damage & loss to private property & injury to workmen

The Contractor will at their own expenses, reinstate and make good up to the satisfaction of Cochin Port Trust and pay compensation for any injury or loss or damage accrued to any property or rights whatsoever, including property and rights of Cochin Port Trust or Agents or servants or employees of Cochin 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 Cochin Port Trust against all claims enforceable against Cochin Port Trust or any Agents, servant or employees of Cochin Port Trust or which would be so enforceable against Cochin Port Trust where Cochin 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 all claims which may arise under the Workmen's including Compensation Act or otherwise.

# 6.32 Limitation of liability

Subject to the responsibilities, liabilities and warranties expressly mentioned in the General Conditions of Contract, neither party be liable for any indirect, incidental, consequential, special or punitive loss or damage whatsoever and howsoever arising, including but not limited to loss of profits or revenue, loss of data, even if the

party shall have been advised of the possibility thereof and the total aggregate liability of either party under the contract shall not exceed the total charges payable by the employer under the contract, for the work, which gives rise to the liability.

# 6.33. Period of Contract

The contract will be valid for two years with an option to extend for a further period of six more months on mutual agreement depending upon the performance of the successful bidder from the date of agreement of the contract. If the contract is extended, the contractor has to extend the support including the items coming under back to back support with the same terms and conditions. However, Cochin Port Trust reserves the rights not to continue with the contract for the next year by giving a notice of one month.

# 6.34. Service Level Agreement

The successful bidder to be called as vendor, shall be required to enter into a mutually agreed Service Level Agreement (SLA) in addition to the agreement made under clause 5.23 with the COPT within 15 days of the award of the tender or within such extended period as may be specified by COPT.

# 6.35 Escalation Matrix

On commencement of the contract the tenderer shall submit an escalation matrix with the details including official name, address, phone number, e-mail address, etc, which will form part of SLA (Service Level Agreement).

### Section - 7

# **SPECIAL CONDITIONS**

## 7.1 Maintenance Service

- The contract is for a comprehensive & onsite support that covers labour & component charges for the specified period.
- Maintenance service consists of preventive and corrective maintenance including the necessary repairs and replacement of parts, if required.
- Comprehensive maintenance services consists of two categories (i) maintenance service for equipment/parts covered under warranty from original supplier and (ii) maintenance service for equipment/parts not covered under warranty from original supplier.
- Sufficient tools, solvents, etc., for the maintenance needs to be available by the contractor.
- Monitoring & purging of logs, alerts & trace files (viz., system, application and security) at regular intervals.
- Service packs, security fixes, etc updations of all clients.
- The contractor shall be liable to attend to all power related issues after the power socket.
- The contractor should constantly inform the concerned officials of COPT about the technological updates for improving the service performance.
- The contractor shall also attend the calls of the systems installed in the CoPT Senior officials' residence.
- Extending support for the Video conferencing & online meetings to the CoPT officials.
- Helping users to use common resources on network.

### 7.1.1 Preventive Maintenance

7.1.1.1 Preventive maintenance does not affect normal operation of the equipment/ service can be attended during run time with the permission of user. Preventive maintenance shall conduct once in six

months. The contractor shall submit the report of all items covering in the contract.

- 7.1.1.2 Initial preventive maintenance has to be done by the contractor within 6 weeks or earlier from the date of commencement of contract.
- 7.1.1.3 As per clause 7.3, a label with an identification number has to be pasted/ fixed in all equipments covered under this contract. The label should also have the facility to write the date of PM. The contractor has to furnish the details of Preventive maintenance done for all equipments covered in the contract for making the payment.
- 7.1.1.4 Preventive maintenance includes:
  - Identification and rectification of common problems in PCs and peripherals.
  - Opening of PC cabinets for removal of dust and cleaning all External devices connected.
  - Cleaning of Network equipments and racks.
  - Inspection and corrections of hardware and the operating system software for errors and conflicts.
  - Printer head cleaning, oiling etc.

# 7.1.2 Break down Maintenance.

Daily reports of systems which have become out of order (non operational) should be submitted to the Facility manager or any official assigned by him for the purpose with reference to the ticket number. The contractor should ensure that the systems under AMC is available as per the availability clause

# 7.1.3 Spares Management

- 7.1.3.1 The contractor should maintain sufficient inventory of spares for smooth maintenance of equipments under maintenance contract. The spares kept for replacement will be inspected by COPT officials from time to time. Facility will be provided to the Contractor to keep all the above components.
- 7.1.3.2 In case of any product cannot be repaired at site, it will be the responsibility of the contractor to take the product to the service centre if necessary, get it repaired and re-install at the customer site. The same has to be done with the knowledge of the designated official assigned by COPT.

7.1.3.3 Replacement of Spares: Wherever a component needs to be replaced, it shall be replaced with the same make and configuration. In case the component of the same make and configuration is not available, the replacement shall conform to open standards and shall be of an equivalent or higher configuration specifically approved by CoPT. The contractor may repair a component in lieu of its replacement with prior permission from CoPT and ensuring the performance of the entire system. The essence of the AMC & FM contract is that, all the components/systems work perfectly in unison and deliver rated performance.

### 7.1.4 Resources

- 7.1.4.1 The contractor shall submit the details of onsite personnel in Form III and Form IV along with the biodata
- 7.1.4.2 The personnel proposed to be deployed in CoPT by the company should be direct employees of the contractor.
- 7.1.4.3 The qualification, expertise, experience and certification requirements of the resources are given below:

Sl	Resour	Minimum	Expertise	Experie	Certificati
No	ces	Qualification		nce	on
1	Service	Degree or Diploma	Hardware maintenance of PCs,	2 Years	MCSE/CCN
	Enginee	in Computer	& Peripherals, Installation &		A/CCNP
	r	Engineering/Compu	trouble shooting of Windows		Certificatio
	(onsite)	ter	OS, Application Deployment,		n
		Science/IT/Comput	Basic Network configuration,		Preferred
		er	Desktop Antivirus installation,		
		Application/Electro	updation, Video Conferencing		
		nics /Electrical	& online meetings, etc.		
2	Sr.	Degree or Diploma	Hardware maintenance of PCs,	4 Years	Valid
	Service	in Computer	& Peripherals, Installation &		MCSE/CCN
	Enginee	Engineering/Compu	trouble shooting of Windows		A/CCNP
	r	ter	OS, Application Deployment,		Certificatio
	(onsite)	Science/IT/Comput	Active directory services,		n
		er	Preliminary trouble shooting		
		Application/Electro	of Network equipments and		
		nics /Electrical	issues related to Switches,		
			Firewall, Router, etc.		
			Configuration / Trouble		
			shooting of DNS, VLAN, VPN,		
			Video Conference & online		
			meetings.		

3	Head – FMS (Onsite)	(i) Degree or Diploma in Computer Engineering/Compu ter Science/IT/Comput er Application/Electro nics /Electrical or (ii) B.Tech / MSc in Computer Engineering/Compu ter Science/IT/Electron ics /Electrical or MCA	Managerial capacity to drive the entire team, Liaison with external agencies including ISP for providing remote connectivity, resolving the issues, etc. FM to the servers, Resolving of the escalated issues related to Hardware, Network. Sound knowledge in Networking including Proxy settings, VLAN, configuration of VPN, Firewall, Router, Video conferencing & online meetings, etc., URL filtering/blocking, Spam filtering/blocking. Should have working experience in coordinating with CSP for deploying IT infrastructure and applications	6 Years for (i) and 4 Years for (ii)	Valid MCSE/CCN P Certificatio n
4	Progran Manage r (Offsite )	(i) Degree or Diploma in Computer Engineering/Compu ter Science/IT/Comput er Application/Electro nics /Electrical or (ii) B.Tech / MSc in Computer Engineering/Compu ter Science/IT/Electron ics /Electrical or MCA	Managerial capacity to drive the entire team, Liaison with external agencies including ISP for providing remote connectivity, resolving the issues, etc. FM to the servers, Resolving of the escalated issues related to Hardware, Network, Active directory services, etc. Sound knowledge in Networking including Proxy settings, VLAN, configuration of VPN, Firewall, Router, Video conferencing & online meetings, etc., URL filtering/blocking, Spam filtering/blocking. Should have working experience in coordinating with CSP for deploying IT infrastructure and applications.	10 Years for (i) and 6 Years for (ii)	Valid MCSE/CCN P Certificatio n.

- 7.1.4.4 The contractor shall retain the personnel deputed to and accepted by CoPT during the full term of the contract. In case that the deputed personnel leaving the contractor's organization, the contractor shall depute a suitable replacement and impart necessary familiarization training to the jobs to be carried out in CoPT. The contractor should take sufficient care to avoid replacing service personnel frequently.
- 7.1.4.5 The contractor shall have to collect the entry passes for the service personnel/onsite engineer by giving a request along with two photographs.
- 7.1.4.6 CoPT will have the right to verify that all the service engineers are experienced and capable of performing all the services as mentioned in the contract. In case of the proposed service engineer is found incapable, suitable replacements have to be made by the Contractor.
- 7.1.4.7 Changes in the authorized personnels if any, the contractor shall intimate the same well in advance in order to assess the competency of the personnel before deploying them. If the personnel thus deployed is found to be unsuitable, the contractor has to replace him within seven working days of the notice issued by CoPT in this regard.
- 7.1.4.8 The contractor has to surrender the entry pass of the official who are relieving from this contract.

### 7.1.5 Remuneration for the onsite support personnels.

The payment towards the employees posted as onsite support personnel for CoPT has to be made by the contractor. The contractor has to quote for the item taking into consideration of the CTC and the administrative/statutory expenses in this regard. However the monthly gross emoluments paid to the employee as per payslip including all allowances should not be less than the amount given below:

SI No	Resource	Strength	Minimum Monthly Gross Emoluments per person
1	FMS Head	1	Rs.37670/-
2	Sr. Service Engineer	1	Rs.32890/-
3	Service Engineers	5	Rs.21670/-

Sufficient documentary proof like wage/pay slip of the employee to the employee should be produced for making the payment towards the contractor on this account.

## 7.2 Items not covered under the contract.

- **7.2.1** Consumables items (Ribbon, Cartridges, Toner, Fuser Unit) are not covered in this contract. However BIOS batteries are covered in the scope.
- **7.2.2** UPS Batteries are not covered in this contract. However the cables inside the UPSs & battery bank, the cables from UPSs to the battery, cables upto the source of the power and upto the distribution point are covered in this scope.
- **7.2.3** Batteries & Power adaptors of Laptops are considered as consumables and hence the same not covered in this contract. However, the same shall be supplied/provided by the Contractor remains chargeable.

# 7.3 Initial taking over of equipment.

The contractor has to prepare an asset register and add all the items while taking over. The contractor has to provide labels to affix on the equipments under the contract. The label should have an identification number & Period of contract has to be pasted/fixed in all equipments being taken over. The label should have a facility to write the preventive maintenance status with date. The equipment has to be tracked during the entire period of the contract with the identification number of the equipments. The equipments which are faulty have to be repaired and added to the asset register for inclusion in the maintenance contract.

# 7.4 Addition or deletion of equipment/system for maintenance.

Any equipment for which warranty expires shall be taken up for maintenance with immediate effect, and maintenance charges will be paid on pro-rata basis. Similarly for the equipments/systems which have become obsolete, the maintenance charges will not be paid with immediate effect. The addition or deletion should be recorded with direction/approval from the facility manager along with the configuration of the systems. Similarly the items which are becoming out of warranty should also be tracked for maintenance as well as payment of AMC charges.

# 7.5 Handing over of equipments on completion of contract:

All items shall be handed over to COPT by the contractor after the contract period, in good working condition, in case the AMC is not extended or is terminated. If not, charges will be deducted from the last payment for un-returned and damaged equipment other than the obsolete.

# 7.6 Registers to be Maintained by the contractor:

- > Attendance registers for the FMS staff
- Call maintenance register Maintain in the software
- Spare systems/parts register Maintain in the software
- > Any other registers mutually agreed by CoPT and the contractor.

# **10.SCHEDULES**

# **SCHEDULE – I**

Lis	st of S	ervers, Laptops, PCs & Peripherals, Network Equip under AMC and FM	nents (	to be covered
ltem Sl.N o.	SI. No	Item	Qty (No.)	Remarks
I		Laptops		
	1	DELL LAPTOP INSP3543 Ci3	1	
	2	DELL STUDIO XPS 1340	1	
	3	HP Laptop 15-R008X	1	
	4	HP Laptop 15-R-204TX	1	
	5	HP Pavilion - k106TU-x360	1	
	6	HP Pavilion 15 - 2000-2128tu	9	
	7	HP Pavilion 15 - n016TU-H360	3	
	8	HP Pavilion 15 - P077TX	2	
	9	HP ProBook 450 G5 Notebook PC	1	Warranty up to 26.07.2021
	10	Lenovo Thinkpad E460	1	
	11	Lenovo V110 I5-7200u Laptop	2	
	12	SONY LAPTOP VAIO VPC EH-3A	1	
	13	Dell 5491 i3	1	Warranty up to 20.08.2021
	14	HP 348 G7 Core i7	2	Warranty up to 30.09.2021
	15	ASUS NoteBook F201E-KX035H	1	
	16	Dell Inspiron 7490 i5	1	Warranty up to 14.03.2022
		Total	28	
=		Desktop PCs		
	1	Acer i3	5	
	2	ACER M200Q87	2	
	3	DELL DESKTOP 7050	1	
	4	DELL DESKTOP 15	1	Warranty up to 22.01.2021
	5	DELL OPTIPLEX 3020	6	Warranty up to 27.06.2021
	6	DELL VOSTRO 200	2	

	7	HCL INFINITY M A350 PRO	59	
	8	HCL INFINITY PRO BL 1280	41	
	9	HCL Ezeebee LA830 i3	5	
	10	HCL Pentium PC	5	
	11	HCL-2120 (Intel Core i3)	6	
	12	HP 110 DESKTOP	2	
	13	HP COMPAQ DX 7400	2	
	14	Hp Compaq DX-2480	2	
	15	HP Elite MT Desktop	47	
	16	HP SLIM LINE DESKTOP	1	
	17	i BALL i3 Desktop PC	2	
	18	Lenovo Desktop Computer Intel Core i3 4170	6	
	19	Lenovo Desktop Core i5 3470	8	
	20	LENOVO DESKTOP S510	10	
	21	LENOVO H530	14	
	22	LENOVO V 520 I5 DESKTOP	8	Warranty up to 16.01.2021
	23	LENOVO V520 I3 Desktop	39	Warranty up to 23.04.2021
	24	WIPRO CORE I5 WSG68B55W7	13	
	25	WIPRO DUAL CORE PC WTV52B55	1	
	26	WIPRO i3 PC	2	
	27	WIPRO PENTIUM CORE 2 DUO WSG37455V	15	
	28	WIPRO PENTIUM CORE 2 DUO WSG37555V	109	
	29	WIPRO PENTIUM CORE 2 DUO WTV15D55	7	
	30	Wipro V59755 (Intel Core i3)	4	
	31	HP 280 Pro G4 SFF	100	Under Warranty
		Tota	525	
Ш		Servers		
	1	HP PROLIANT DL120 G7 HMS SERVER	1	
	2	HP PROLINE DL 180G 9 Digitization SERVER	1	
		Tota	2	
IV		Printers		
	1	CANON IMAGECLASS MF4350d	1	
	2	CANON IMAGECLASS MF4750	1	
	3	CANON LASERJET LB6230DN	2	
	4	CANON LASERJET LBP 6030B	5	
	5	CANON LASERJET LBP3108B	33	
	6	Canon LaserShot LBP6018B	30	

7	CANON LP LBP6780X	2	
8	CANON MF 4122	1	
9	Canon MFP 4720W	1	
1	CANON PIXMA E 600	1	
1	CANON PIXMA MP160	1	
1	2 EPSON LX-300+	3	
1	B EPSON XL-1170	2	
14	HP INKJET 2645	1	
1	6 HP Deskjet Ink Advantage 2135	1	
1	6 HP LASERJET 1015	2	
1	/ HP LASERJET 1018	1	
1	B HP LASERJET 1020 +	2	Warranty up to 27.06.2021
19	HP LASERJET 1020 +	4	
20	HP Laserjet 1022	24	
2	HP Laserjet 1022N	12	
2	P HP LASERJET 1108	32	
2	B HP LASERJET 1136	9	
24	HP LASERJET M104A	2	
2	5 HP LASERJET M1120N	11	
2	6 HP Laserjet P1007	39	
2	7 HP Laserjet P1008	1	
23	B HP LASERJET P1505N	5	
2	HP Laserjet Printer Pro MFP M132A	2	
30	HP LASERJET PRO MFPM128FN	2	
3	HP MFP GT5810	2	
32	P HP MFP GT5821	1	
33	B HP OFFICEJET 7110 WIDE FORMAT EPRINTER	1	
34	Samsung Laser Printer ML-1676	10	
3.	5 SAMSUNG MFP SCX 3401	1	
3	WIPRO LINEMATRIX PRINTER - PRINTRONIX P7C-1000	1	
3.	HP LASERJET-1108	1	Warranty up to 22.01.2021
3	B HP LASERJET P2014	1	
39	HP Laserjet Printer MFP M126NW	1	
40	HP Laserjet Printer MFP M126W	2	
	Total	254	
V			

		Scanners		
	1	CANON LIDE 100	1	
	2	Canon LiDE 110	3	
	3	HP SCANJET 8270	2	
	4	HP SCANJET G4010	1	
	5	HP Scanjet pro 2500 F1	1	
	6	HP SCANNER 9120	1	
	7	EPSON GTI 500	2	Warranty up to 27.06.2021
	8	Canon - CanonScanLIDE300	5	Warranty up to 10.08.2021
	9	Canon - CanonScanLIDE300	3	Warranty up to 17.03.2022
	ļ	Total	19	
VI		UPSs		
	1	APC -500VA	7	
	2	APC , EMERSON iTON, HYKON, iBall, IGA TECH , Intex, LIEBERT-PSA, VESTA, V-GUARD, ZEBRONICS (>500VA & <=650VA)	268	
	3	APC 1KVA, APC 1.5 KVA(>=1KVA & <2KVA)	3	
	4	APC 2KV UPS	2	
	5	APC 3KV UPS	1	
	6	LIEBERT 5KVA	1	
	7	APC SRC6000UXI, LIEBERT 6KVA,SAFEPOWER 6 KV UPS	4	
	8	DB Power UPS 10 KVA	1	
	9	APC 3KV UPS	1	Warranty up to 27.06.2021
		Total	288	
VII		Data Center Equipments		
	1	Comfort AC	1	
	2	Fire Detection & suppression system	1	
	3	Rodent Repellant System	1	
	4	Water Leakage Detection System	4	
VII		Network Equipments		
	1	Core Switch-CISCO 6509	1	
	2	Distribution Switch-CISCO 3750G	3	
	3	Edge Switch (Type 1) 8 ports10/100 with one fiber 1000 base LX/ LH uplink-CISCO CE 500G	23	

4	Edge Switch (Type 2) 24 ports10/100 with one fiber 1000 baseLX/ LH uplink- CISCO 2960	10	
5	Edge Switch (Type 3) 44 port10/100/1000 with 4 fiber 1000 baseLX/ LH uplinks-CISCO 2960	2	
6	Edge Switch (Type 4) 44 port10/100/1000 with 2 fiber 1000 baseLX/ LH uplinks -CISCO 2960	2	
7	Edge Switch (Type 5) 24 port10/100/1000 with 1 fiber 1000 baseLX/ LH uplink - CISCO 2960	4	
8	Edge Switch (Type 6) 44 port10/100 with 1 fiber 1000 base LX/ LH uplink- CISCO 2960	3	
9	Edge Switch (Type 7) 20 port10/100/1000 with 4 fiber 1000 baseLX/ LH uplinks - CISCO 2960	1	

# **SCHEDULE-II**

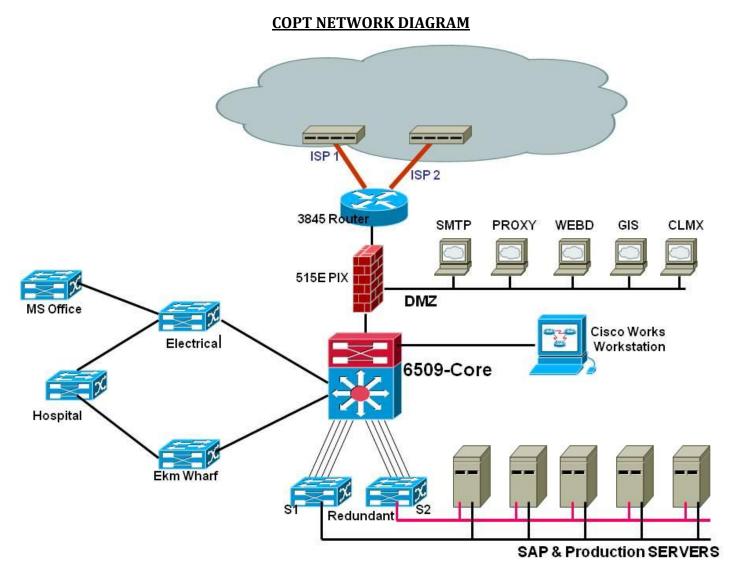
		Servers, Video Conference Equip	ments	& Other	Items	
SI. No	Item			Qty Nos.)	Remarks	
	I) Server					
1	SUN SPARC er	nterprise T5120		4		
2	SUN SPARC er	nterprise T5121		1		
3	SUN Fire X 41	50		1		
4	SUN Fire X 41	50		1		
5	SUN Fire X 44			3		
6		EDGE R520 (S.NO.BZM5MV1) serve	r	1		
7		system SR250 and accessories	<u> </u>	1		
,	II) Storage&I	•				
1	SUN STORAG			1		
2	SUN STORAG			1		
3		24 MULTI LAYER FABRIC SWITCH		2		
5						
1	III) Video Conferencing Equipment         AVAYA MULTIMEDIA Scopia xt5000 VC Camera       1 Set					
	AVAYA MULTIMEDIA Scopia xt5000 VC Camera Access Control System			1	301	
10 J A		•		4	2	
	Star Link Biometric Reader - Bio Lynx			4	3	
V)	Firewall					
1		FORTIGATE 500 E and accessories with subscription for 5 years in High availability		2		
VI)	Network Swi					
•••	Dell EMC S41		2			
VII)	Servers in th					
viij	Server Name	Application	Core	Memory	CPUs	
1	coptsapdb1	BI Development on NW 7.4	2	32 GB	4	
2	Coptsapde1	SOH Development	2	16 GB	2	
3	coptsapdp1	EP Development on NW 7.4	2	16 GB	2	
4	coptsapdx1	PI Development on NW 7.4	2	16 GB	2	
5	coptsapqb1	BI Quality on NW 7.4	4	28 GB	4	
6	coptsapqe1	SOH Quality	4	28 GB	4	
7	coptsapqp1	EP Quality on NW 7.4	4	28 GB	4	
8	coptsapqx1	PI Quality on NW 7.4	4	28 GB	4	
9	coptsapwdq	WebDispatcher Quality	2	16 GB	2	
10	coptsapcsp	DMS Production	2	16 GB	2	
11	coptsappb1	BI Production(coptsappb1) on NW 7.4	4	48 GB	4	
12	coptsappb2	BI Production(coptsappb2) on NW 7.4	4	48 GB	4	

13	coptsappe1	SOH EHP7_PRD(coptsappe1)	4	48 GB	4	
14	coptsappe2	SOH EHP7_PRD(coptsappe2)	4	48 GB	4	
15	Coptsapph1	HANA PRD DB (PH1)	32	256 GB	32	
16	coptsapph2	HANA PRD DB (PH2)	32	256 GB	32	
17	coptsappp1	EP Production(coptsappp1) on NW 7.4	4	32 GB	4	
18	coptsappp2	EP Production(coptsappp2) on NW 7.4	4	32 GB	4	
19	coptsappx1	EP Production(coptsappx1) on NW 7.4	4	32 GB	4	
20	coptsappx2	EP Production(coptsappx2) on NW 7.4	4	16 GB	2	
21	coptsapwdp	WebDispatcher Production	2	16 GB	2	
22	coptprd01	POS -PRD	4	16 GB	4	
23	coptprd02	POS -PRD	4	16 GB	4	
24	coptprd03	POS -PRD	4	16 GB	4	
25	coptprd04	POS -PRD	4	16 GB	4	
26	coptprd05	POS -PRD	8	24 GB	8	
27	coptprd06	POS -PRD	8	24 GB	8	
28	coptprd07	POS -PRD	4	8 GB	4	
29	coptprd08	POS -PRD	4	8 GB	4	
30	coptqaap01	POS -QAS	4	16 GB	4	
31	coptqadb01	POS -QAS	4	16 GB	4	
32	coptqamdb01	POS -QAS	4	16 GB	4	
33	coptqamsg01	POS -QAS	4	8 GB	2	
34	coptqawb01	POS -QAS	4	16 GB	4	
35	coptsapcsd	DMS Development	2	16 GB	2	
36	Coptsolman	Solution Manager	6	48 GB	6	
37	coptuatap01	POS -UAT	4	16 GB	4	
38	coptuatdb01	POS -UAT	4	16 GB	4	
39	coptuatmdb01	POS -UAT	4	8 GB	2	
40	coptuatmsg01	POS -UAT	2	8 GB	2	
41	coptuatwb01	POS -UAT	4	16 GB	4	

# **SCHEDULE-III**

Specification of Data Center Equipments					
SI.No	Item Make, Model & Description			Unit	
1	UPS	UPS 30 KVA True Online Double conversion UPS - GE DIGITAL ENERGY LP SERIES (LP33)	2	No.	
2	Comfort AC	Blue Star 11.5 TR Air-conditionerDuctable Packaged air- conditioner comprising of evaporator, condensing units and related accessories 11.5 TR	1	No.	
3	Fire Detection & suppression system	<ol> <li>Aspiring smoke detection system</li> <li>Sinorix Novec 1230 with 42 Bar System, 1x67.5 Ltr</li> <li>Capacity cylinder with valve, Flexible house and Pressure switch, Electronic Actuator, Pressure Guage, Manual Actuator, 43Kg Sinorix GAS Novec 1230 Dodecafluoro-2- methylpentan-3one (CF3CF2C(O)CF(CF3)2), Dischage Nozzles</li> </ol>	1	Set	
4	Rodent Repellant System	Ultrasonic-SEC main console with end connections with 12 satellite stations	1	No	
5	Water Leakage Detection System	Water leak cable with end connections, Electronic sounder 85 dbEuroplex - 4zone Water Leak Conventional panel with Battery charger & Battery	1	Set	

# **SCHEDULE – IV**



# **COCHIN PORT TRUST**

# Form I Tenderer's Particulars

MQC(1)

1. Organisation		
Name of the Tenderer		
Address		
Phone		
Fax		
Web Address		
Location & Address of		
Corporate Head Office		
KVAT Registration details		
PAN details		
GST Registration details		
2. Contact Details		
Person Name		
Designation		
Address		
Phone		
Fax		
E-Mail		
3. Office cum Support Ce	entre	
Address		
Year of Starting		
Phone		
Fax		
E-Mail		
4. Certification		
Details of Certifications		
5. Experience (in years)		

Signature of Authorized Signatory: Date : Place : Seal :

68

# **COCHIN PORT TRUST**

# Form II

# Executed / Ongoing contract/Job particulars

# MQC(3, 4 & 5)

	(Note: Use Separate sheet for each contract/job & MQC)			
1	Name of the Contract			
2	Type of Contract			
3	Applicable MQC			
4	Components of the Contract / Scope of work i. Annual maintenance/first level support for PCs, Peripherals ii. Helpdesk & Asset Management iii. Enterprise Security Management including maintenance of licensed Enterprise Antivirus solution iv. Maintenance of Firewall and related services v. Network Infrastructure vi. Data centre Facility Management vii. Onsite Manpower support. Cloud Hosting details. i) Client Location ii) Cloud Service Provider iii) Details of Core/ERP Application hosted on cloud Name & address of Client – contact info – tel. No/ fax/ email			
6	Period of the contract Note: For ongoing contract, the end date should be greater than the date of	Starting Date: Ending Date:		

	submission of the tender.
7	No. of Desktops for the Client
8	Value of Contract(INR)
9	Clients certificate with seal along with remarks.
10	Details of documentary proof enclosed like,
	i. Proof from Client or letter of Award indicating scope of work
	ii. Client Satisfaction Certificate

# Signature of Authorized Signatory:

Date :

Place :

Seal :

## Cochin Port Trust Form III Details of Onsite Personnel

Proposed role in CoPT	Name of Personnel	No. of years of experience	Qualifications/ Certifications	Areas of Expertise
Project Manager				
Head - FMS				
Sr. Service Engineer				
Service Engineer 1				
Service Engineer 2				
Service Engineer 3				
Service Engineer 4				
Service Engineer 5				

Signature of the Authorised Signatory: Date : Place :

	Cochin Port Trust Form IV Experience of Head - FMS							
Sl. No.	Poriod From Polo/designation							

Signature of the Authorised Signatory

Date :

Place :

# Form V

Experience in maintaining Network switches, router, firewall MOC(6)

	(Note: Use Separate sheet for each client/contract)						
1	Name & address of Client – contact info – tel. No/ fax/ email						
2	Onsite / Offsite support						
3	Details of the core switch, router, firewall						
4	Period of the contract	Starting Date:					
		Ending Date:					
5	Activities involved						
6	Clients certificate with seal along with remarks.						
7	Details of documentary proof enclosed (if any)						

Signature of Authorized Signatory:

Date :

Place :

# Form VI

# Experience in Data Centre facility management

MQC(7)

	(Note: Use Separate sheet for each client/contract)						
1	Name & address of Client – contact info – tel. No/ fax/ email						
2	<ol> <li>Details of the Service provided in DC</li> <li>Details of DC equipments/facilities like UPS, Comfort A/c, BMS (Fire, Water, Rodent) and others.</li> <li>Details of N/w Infrastructure like no. of core, distribution &amp; edge switches including brands.</li> </ol>						
3	Period of the contract	Starting Date: Ending Date:					
4	Other Activities involved, If any						
5	Clients certificate with seal along with remarks.						
6	Details of documentary proof enclosed (if any)						

Signat	ure of Authorized Signatory:
Date	:
Place	:

# **Form VII**

## Helpdesk & Asset Management Software

1	Name , Version and OEM of the Software						
2	Components of the SoftwareHelpdeski.Helpdeskii.AssetManagement						
3	Software Features         a) Service Call log-in / Error Reporting &         Ticket generation over the intranet         b) Ticket generation for the calls received         via telephone or manual.         c) Status tracking of the generated tickets.         d) MIS reports         e) Asset tracking of the equipment along with configurations.						
4	Name and address of clients where the software is installed along with period Client 1 : Client 2 :						
	Attach client certificate						

## Signature of Authorized Signatory

- Date :
- Place :
- Seal :

# **Form VIII**

#### **Cochin Port Trust**

#### **Proforma of Undertaking**

#### **REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS**

То

The FA & CAO, Cochin Port Trust, Cochin 682009. Kerala, India.

Dear Sir,

I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person / authority connected with the Tender process of Tender No. TENDER NO: EDP/FIN/FMS/2021 DATED: 12.04.2021 so as to influence the Tender process and have not committed any offence under the PC Act in connection with the Tender.

Yours faithfully,

Signature

Name & Designation :

:

# Form IX

#### **Cochin Port Trust**

#### **Proforma of Disclosure of Payment**

MADE / PROPOSED TO BE MADE TO THE INTERMEDIARIES IN CONNECTION WITH THE TENDER

То

The FA & CAO, Cochin Port Trust, Cochin 682009. Kerala, India.

Dear Sir,

I/We have made / proposed to make the following payments in connection with the TENDER NO: EDP/FIN/FMS/2021 DATED: 12.04.2021

1	to Mr./Ms./Messrs	
(Name and	l Address)	
2	toMr./Ms./Messrs	
(Name and Address)		
3	toMr./Ms./Messrs	
_(Name and Address)		
Yours faithfully,		
Signature	:	
Name & Designation	:	

Note: In case no payment is made or proposed to be made a 'Nil' statement shall be enclosed.

# Form X

### **Cochin Port Trust**

#### **Proforma of Undertaking**

#### THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT DOWNLOADED

То

The FA & CAO, 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: EDP/FIN/FMS/2021 DATED: 12.04.2021

Yours faithfully,

Signature :

Name & Designation :

## **Form XI** Details of Fire detection & Suppression System

1	Name & address of Client – contact info – tel. No/ fax/ email	
2	3. Detail of the Service Provider for Fire detection & Suppression System	
3	Period of the contract	Starting Date:
		Ending Date:
4	Other Activities involved, If any	
5	Clients certificate with seal along with remarks.	
6	Details of documentary proof enclosed (if any)	

## Signature of Authorized Signatory

- Date :
- Place :
- Seal :

#### Annexure I

#### FORM OF AGREEMENT

#### AGREEMENT NO.---- of 2021

This agreement is made at Cochin this theday of April, Two Thousand
Sixteen between
aged, Son of
residing at
(House name and No.)
District State
(hereinafter referred to as "The Contractor" which expression shall include
their successors, assignees and administrators) of the one part AND the Board of
Trustees of Cochin Port, Willingdon Island, Cochin-9, a Trust formed under "Major
Port Trust Act 1963" represented by the FA& CAO,COPT (hereinafter referred to as
"The Employer" which expression shall include their successors, assignees and
administrators in the office) of the other part.
Whereas the "Employer" had called for the tenders for 'Maintenance and Facility
Management Services for PCs, Peripherals & Other IT Infrastructure of Cochin
<b>Port Trust</b> ' vide Tender Notice NO: EDP/FIN/FMS/2021 DATED: 12.04.2021 and
the contractor had submitted a tender for the same giving the rates subject to the
terms and conditions etc. And whereas the said tender of the contractor has been
accepted by the employer and a work order NoDT.:
has been issued to the contractor accepting their tender subject to the

"General Conditions of Contract", "Instructions to the Tenderers" and such other contract documents. And as per one of the terms of the above work order, an agreement will have to be executed between the contractor and the employer.

#### NOW THESE PRESENTS WITNESES AS FOLLOWS:

- 1. The contractor hereby agrees to execute the work of 'MAINTENANCE AND FACILITY MANAGEMENT SERVICES FOR PCs, PERIPHERALS & OTHER IT INFRASTRUCTURE OF COCHIN PORT TRUST' as described in the schedule, its annexure etc. at the rates shown there under subject to the "General Conditions of Contract", 'Scope of work' and "Instructions to the tenderers", all hereunto annexed within the contract period from the date of execution of this contract or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.

Guarantee will be kept valid until one month beyond the expiry of the Guarantee Period. The contractor also agrees that the Bank Guarantee furnished in lieu of Security Deposit for the due and proper fulfillment of the contract will be suitably enhanced so as to cover 10% cost of any additional items/ works that may be required for the proper completion of the contract or otherwise the employer can deduct such additional amounts towards Security Deposit from the Contractor's bills.

- 3. The following documents shall be deemed to form and be read and construed as part of this agreement viz:
  - 1. Cochin Port Trust's Tender NO: EDP/FIN/FMS/2021 DATED: 12.04.2021
  - 2. Your Technical bid opened on XX/XX/XXXX
  - 3. Your price bid opened on XX/XX/XXXX
  - 4. Cochin Port Trust's Work Order NO: EDP/FIN/FMS/2021 DT.: XX/XX/XXXX
  - 5. .....
  - 6. .....

The Conditions given in the work order dated XX/XX/XXXX shall over-ride the general conditions given in the tender document, wherever they differ. Any of the counter terms and conditions of the contractor shall not be taken as terms and conditions of this contract/ agreement unless the Trustees in writing specifically agree to it.

Signed, sealed and delivered by Shri. -----of M/s ------

**CONTRACTOR** 

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

- 1) Signature with address:
- 2) Signature with address:

Signed, sealed and delivered by

the FA & CAO, Cochin Port Trust on behalf of Board of Trustees of Port of Cochin. Signed and affixed the common seal of Board of Trustees of the Port of Cochin in the presence of 1)

2)

82

EMPLOYER

Annexure II

#### COCHIN PORT TRUST TO BE EXECUTED ON STAMP PAPER WORTH Rs.200/-GUARANTEE BOND NO.

#### SPECIMEN FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

2. We\*<Bank Name> (hereinafter referred to as the Bank) at the request of <Name of the firm> Contractor(s) do hereby undertake to pay to the COPT an amount not exceeding Rs. \_\_\_\_\_ (Rupees ...... only). against any loss or damage caused to or suffered or would be caused to or suffered by the COPT by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

**4.** We \*<u>Bank Name></u> undertake to pay to the COPT any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

5. We\*<<u>Bank Name></u> further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the COPT under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the COPT certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the COPT but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the COPT may require.

6. We\*<<u>Bank Name></u> further agree with the COPT, that the COPT shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the COPT against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the COPT, or any indulgence by the COPT to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.

**7.** This Guarantee will not be discharged due to the charge in the constitution of the Bank or the Contractor(s).

**8.** We\*<<u>Bank Name></u> lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the COPT in writing.

**9.** This guarantee shall be valid upto\_<validity date > unless extended on demand by Port Trust.Not withstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_\_ (Rupees ...... only). and unless in claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee ,all our liabilities under this guarantee shall stand discharged

Dated the ..... day of 2018 for ..... \*\*

- \* Indicate here the name of the Bank.
- \*\* Indicate here the period or date

Annexure III

	LIST OF DOCUMENTS							
	(To be uploaded by the Bidder)							
	Tender NO: EDP/FIN/FMS/2021 DATED: 12.04.2021							
Sl No	Description of Documents	Clause	Upload					
1	Cost of Tender Document Rs.2240/- in the form of DD		•					
2	Format of declaration in lieu of EMD/Bid security							
3	Letter of Application							
4	Form of Tender							
5	Copy of the valid Cisco Premier certified partner or above certificate as on 28.02.2021	MQC (8)						
6	Audited financial statements (Balance Sheet & Profit and Loss account) for the years, 2019-2020, 2018-2019 and 2017-18 shall be enclosed for verification.	MQC (2)						
7	Copy of ISO/IEC 20000-1:2011, ISO 27001 certification valid as on 28.02.2021	MQC (9)						
8	Power of Attorney in favour of person authorised to sign the tender document.							
9	1. Copy of GST Regn. certificate.	MQC(1)						
	2. Copy of TIN/PAN allotment letter							
10	Form I - Tenderer's Particulars	MQC (1)						
11	Form II - Executed / Ongoing contract particulars	MQC (3,4 & 5)						
12	Form III - Details of Onsite Personnel							
13	Form IV - Experience of Head - FMS							
14	Form V - Experience in maintaining Network switches, router, firewall, UTM appliance	MQC (6)						
15	Form VI - Experience in Data Centre facility management	MQC (7)						
16	Form VII - Helpdesk & Asset Management Software							
17	Form VIII – Undertaking: Regarding illegal methods for influencing tender process							
18	Form IX - Proforma of Disclosure of Payment.							
19	Form X - Proforma of Undertaking that no changes have been made in the tender document downloaded							
20	Form XI- Experience in maintenance of fire detection & suppression system.							

#### **Annexure IV**

#### FORMAT OF DECLARATION INLIEU OF EMD/BID SECURITY (To be submitted on the Bidder's Letter Head)

I/We ......(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for ......(Insert Title of the Tender) (Tender No.....), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Trust, for a period of two years from the date of such Suspension Orders, under the following circumstances:-

a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.

b) If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal

			PRICE BID					
			OCHIN PORT T					
	MAINTENANCE AND F		ANAGEMENT		-	RALS &		
			FIN/FMS/2021					
		PB	- Price Bid Sur	nmary	1			
SI.	Item Description		One time cost	YEAR 1	YEAR 2	Amount (Excl. Tax) (Rs.)	GST @ 18% (Rs.)	Total Amount (Inc. Tax) (Rs.)
No		Qty.	Amount (Excl. Tax) (Rs.)	Amount (Excl. Tax) (Rs.)	Amount (Excl. Tax) (Rs.)			
1	Maintenance for Server, laptops, PCs, Peripherals and UPS.	PB I						
2	Helpdesk & Asset Management Software, Administration, Offsite and Specialist support	PB II						
3	Administration and Maintenance of Network equipments & Management Software.	PB III						
4	Maintenance of Data Center Equipments and FM	PB IV						
5	Remuneration for the onsite support personnels	PB V						
	Total							

	COCHIN	N PORT	TRUST				
	MAINTENANCE AND FACILITY MANA OTHER IT INFRASTRUC TENDER NO: EDP/FIN/F	TURE O	F COCHIN POR	TTRUST	ERALS &		
	PB I - Price Bid Summary for Servers, Laptops,	PCs and	leripherals				
SI. No	Item Description	Ref.	YEAR 1 Amount (Excl. Tax) (Rs.)	YEAR 2 Amount (Excl. Tax) (Rs.)	Amount (Excl. Tax) (Rs.)	GST @ 18% (Rs.)	Total Amount (Inc. Tax) (Rs.)
1	Maintenance charges for Laptops	PB I.1					
2	Maintenance charges for Desktop PCs	PB I.2					
3	Maintenance charges for Printers	PB I.3					
4	Maintenance charges for scanners	PB I.4					
5	Maintenance charges for UPSs Total	PB 1.5					

				ORT TRU	ST				
	MAINTENANCE A		ITY MANAGE			•	RALS &		
	TENI	DER NO:	EDP/FIN/FM	S/2021 [	DATED: 12.04	.2021			
		l	PB I.1 - Price I	Bid for LAP	TOP'S		I		I
			YEA	R 1	YEA	R 2			Total
SI.No	System Make & Model	Qty. (Nos.)	Rate/Year (Rs.)	Amount (Excl. Tax) (Rs.)	Rate/Year (Rs.)	Amount (Excl. Tax) (Rs.)	Amount (Excl. Tax) (Rs.)	GST @ 18% (Rs.)	Amoun t (Inc. Tax) (Rs.)
1	DELL LAPTOP INSP3543 Ci3	1							
2	DELL STUDIO XPS 1340	1							
3	HP Laptop 15-R008X	1							
4	HP Laptop 15-R-204TX	1							
5	HP Pavilion - k106TU-x360	1							
6	HP Pavilion 15 - 2000-2128tu	9							
7	HP Pavilion 15 - n016TU-H360	3							
8	HP Pavilion 15 - P077TX	2							
9	Lenovo Thinkpad E460	1							
10	Lenovo V110 I5-7200u Laptop	2							
11	SONY LAPTOP VAIO VPC EH-3A	1							
12	HP ProBook 450 G5 Notebook PC	1							
13	Dell 5491 i3	1							
14	ASUS NoteBook F201E-KX035H	1							
15	HP 348 G7 Core i7	2							
16	Dell Inspiron 7490 i5	1							
	TOTAL	29							

		CO	CHIN PORT	TRUST					
	MAINTENANCE AND F		ANAGEMEN <sup>.</sup> RUCTURE OI			RIPHERALS	&		
	TENDER	NO: EDP/F	IN/FMS/202	1 DATED	: 12.04.2021				
	РВ	I.2 - Price	Bid for Serve	ers & Deskto	op PCs				
		YE		R 1	YEA	R 2	Amoun		Total
SI. No	System Make & Model	Qty. (Nos.)	Rate/Yea r (Rs.)	Amount (Excl. Tax) (Rs.)		Amoun t (Excl. Tax) (Rs.)	t (Excl. Tax) (Rs.)	GST @ 18% (Rs.)	Amo unt (Inc. Tax) (Rs.)
1	Acer i3	5							
2	ACER M200Q87	2							
3	DELL DESKTOP 7050	1							
4	DELL VOSTRO 200	2							
5	HCL INFINITY M A350 PRO	59							
6	HCL INFINITY PRO BL 1280	41							
7	HCL Ezeebee LA830 i3	5							
8	HCL Pentium PC	5							
9	HCL-2120 (Intel Core i3)	6							
10	HP 110 DESKTOP	2							
11	HP COMPAQ DX 7400	2							
12	Hp Compaq DX-2480	2							
13	HP Elite MT Desktop	47							
14	HP PROLIANT DL120 G7 HMS SERVER	1							
15	HP PROLINE DL 180G 9 Digitization SERVER	1							
16	HP SLIM LINE DESKTOP	1							
17	i BALL i3 Desktop PC	2							

ĺ	Lenovo Desktop Computer Intel Core i3				I	I	
18	4170	6					
19	Lenovo Desktop Core i5 3470	8					
20	LENOVO DESKTOP S510	10					
21	LENOVO H530	14					
22	WIPRO CORE I5 WSG68B55W7	13					
23	WIPRO DUAL CORE PC WTV52B55	1					
24	WIPRO i3 PC	2					
25	WIPRO PENTIUM CORE 2 DUO	1 -					
	WSG37455V WIPRO PENTIUM CORE 2 DUO	15					
26	WIPRO PENTIONI CORE 2 DOO WSG37555V	109					
27	WIPRO PENTIUM CORE 2 DUO WTV15D55	7					
28	Wipro V59755 (Intel Core i3)	4					
29	DELL DESKTOP I5	1					
30	DELL OPTIPLEX 3020	6					
31	LENOVO V 520 I5 DESKTOP	8					
32	LENOVO V520 I3 Desktop	39					
33	HP 280 Pro G4 SFF	100					
	TOTAL	527					

		СОСН	IN PORT TF	RUST					
	MAINTENANCE AND FACIL OTHER IT IN				-	PHERALS	&		
	TENDER NO:								
			rice Bid for F						
			YEAR 1		YEA	R 2		GS	Total
SI.N o	System Make & Model	Qty. (Nos. )	Rate/Yea r (Rs.)	Amoun t (Excl. Tax)	Rate/Yea r (Rs.)	Amoun t (Excl. Tax)	Amoun t (Excl. Tax)	T @ 18 % (Rs.	Amoun t (Inc. Tax)
				(Rs.)		(Rs.)	( <b>Rs.</b> )	)	( <b>Rs.</b> )
1	CANON IMAGECLASS MF4350d	1							
2	CANON IMAGECLASS MF4750	1							
3	CANON LASERJET LB6230DN	2							
4	CANON LASERJET LBP 6030B	5							
5	CANON LASERJET LBP3108B	33							
6	Canon LaserShot LBP6018B	30							
7	CANON LP LBP6780X	2							
8	CANON MF 4122	1							
9	Canon MFP 4720W	1							
10	CANON PIXMA E 600	1							
11	CANON PIXMA MP160	1							
12	EPSON LX-300+	3							
13	EPSON XL-1170	2							
14	HP INKJET 2645	1							
15	HP Deskjet Ink Advantage 2135	1							
16	HP LASERJET 1015	2							
17	HP LASERJET 1018	1							

18	HP LASERJET 1020 +	4			1	1	
		4					
19	HP Laserjet 1022	24					
20	HP Laserjet 1022N	12					
21	HP LASERJET 1108	32					
22	HP LASERJET 1136	9					
23	HP LASERJET M104A	2					
24	HP LASERJET M1120N	11					
25	HP Laserjet P1007	39					
26	HP Laserjet P1008	1					
27	HP LASERJET P1505N	5					
28	HP Laserjet Printer Pro MFP M132A	2					
29	HP LASERJET PRO MFPM128FN	2					
30	HP MFP GT5810	2					
31	HP MFP GT5821	1					
32	HP OFFICEJET 7110 WIDE FORMAT EPRINTER	1					
33	Samsung Laser Printer ML-1676	10					
34	SAMSUNG MFP SCX 3401	1					
35	WIPRO LINEMATRIX PRINTER - PRINTRONIX P7C-						
55	1000	1					
36	HP Laserjet Printer MFP M126W	2					
37	HP LASERJET P2014	1					
38	HP Laserjet Printer MFP M126NW	1					
39	HP LASERJET-1108	1					
40	HP LASERJET 1020 +	2					
	TOTAL	254					

					RT TRUST							
	MAINTE			Y MANAGEME			RIPHERALS &	L				
	OTHER IT INFRASTRUCTURE OF COCHIN PORT TRUST											
	TENDER NO: EDP/FIN/FMS/2021 DATED: 12.04.2021											
	PB I.4 - Price Bid for Scanners											
	YEAR 1 YEAR 2 Total											
SI.No	System Make & Model	Qty. (Nos.)	Rate/Year (Rs.)	Amount (Excl. Tax) (Rs.)	Rate/Year (Rs.)	Amount (Excl. Tax) (Rs.)	Amount (Excl. Tax) (Rs.)	GST @ 18% (Rs.)	Amount (Inc. Tax) (Rs.)			
1	CANON LIDE 100	1										
2	Canon LiDE 110	3										
3	HP SCANJET 8270	2										
4	HP SCANJET G4010	1										
5	HP Scanjet pro 2500 F1	1										
6	HP SCANNER 9120	1										
7	EPSON GTI 500	2										
8	Canon - CanonScanLIDE300	5										
9	Canon - CanonScanLIDE300	3										
	TOTAL	19										

	COCHIN PORT TRUST											
	MAIN							ALS &				
	OTHER IT INFRASTRUCTURE OF COCHIN PORT TRUST											
	TENDER NO: EDP/FIN/FMS/2021 DATED: 12.04.2021											
	PB I.5 - Price Bid for UPSs											
				YEA	R 1	YEA	R 2	21 2 Amount (Excl. Tax) 2 Amount (Excl. Tax) 18	GST	Total		
Sl.No	System Make & Model	Capacity	Qty. (Nos.)	Rate/Year (Rs.)	Amount (Excl. Tax) (Rs.)	Rate/Year (Rs.)	Tax)	(Excl. Tax)	@ 18% (Rs.)	Amount (Inc. Tax) (Rs.)		
1	APC	500VA	7									
2	APC, EMERSON ITON, HYKON, IBall, IGA TECH, Intex, LIEBERT-PSA, VESTA, V-GUARD, ZEBRONICS	>500VA & <=650VA	268									
3	APC 1KVA, APC 1.5 KVA	>=1KVA & <2KVA	3									
4	DB Power UPS 10 KVA	10KV	1									
5	APC 2KV UPS	2KV	2									
6	APC 3KV UPS	3KV	1									
7	LIEBERT 5KVA	5KV	1									
8	APC SRC6000UXI, LIEBERT 6KVA,SAFEPOWER 6 KV UPS	6KV	4									
9	APC 3KV UPS	3KV	1									
	TOTAL		288									

			трист									
	MAINTENANCE AND FACILITY MANAGEMENT SERVICES FOR PCs, PERIPHERALS & OTHER IT INFRASTRUCTURE OF COCHIN PORT TRUST											
	TENDER NO: EDP											
	PB II - Helpdesk & Asset Management Software, Administration, Offsite and Specialist support         YEAR 1       YEAR 2       Amount       GST @       Total Amount											
SI.N	GST @	Total Amount										
0	Item description	Rate/Year	Rate/Year	(Excl. Tax)	18%	(Inc. Tax)						
•		( <b>Rs.</b> )										
		A. One Time C	ost	1	1	1						
	Installation, Configuration and maintenance of											
	Helpdesk & Asset Management software.											
1	Installation & Configuration charges (one time cost)											
		B. Maintenance	Cost		1	1						
	Maintenance of Helpdesk & Asset Management											
2	software.											
-	Licence /Administration/usage charges for the											
	software & PC Server											
3	Administration & Offsite support											
	L3 (specialist/expert) support (15 mandays per											
4	year)											
	Total											

		СОСН	IN PORT	TRUST					
	MAINTENANCE AND FACIL				FOR PCs.	PERIPHERA	LS &		
	OTHER IT IN				-				
	TENDER NO:								
	PB III - Price Bi								
			T			AR 2			
SI. No	System Make & Model	System Make & Model (Nos. ) Rate/Y ear (Rs.)		Amount (Excl. Tax) (Rs.)	Rate/Y ear (Rs.)	Amoun t (Excl. Tax) (Rs.)	Amount (Excl. Tax) (Rs.)	GST @ 18% (Rs.)	Total Amount (Inc. Tax) (Rs.)
1	Core Switch-CISCO 6509	1							
2	Distribution Switch-CISCO 3750G	3							
3	Edge Switch (Type 1) 8 ports10/100 with one fiber 1000 base LX/ LH uplink-CISCO CE 500G	23							
4	Edge Switch (Type 2) 24 ports10/100 with one fiber 1000 baseLX/ LH uplink- CISCO 2960	10							
5	Edge Switch (Type 3) 44 port10/100/1000 with 4 fiber 1000 baseLX/ LH uplinks-CISCO 2960	2							
6	Edge Switch (Type 4) 44 port10/100/1000 with 2 fiber 1000 baseLX/ LH uplinks -CISCO 2960	2							
7	Edge Switch (Type 5) 24 port10/100/1000 with 1 fiber 1000 baseLX/ LH uplink - CISCO 2960	4							
8	Edge Switch (Type 6) 44 port10/100 with 1 fiber 1000 base LX/ LH uplink- CISCO 2960	3							
9	Edge Switch (Type 7) 20 port10/100/1000 with 4 fiber 1000 baseLX/ LH uplinks - CISCO 2960	1							
	Total	49							

			С	OCHIN	PORT TRUST	-				
	MAINTENANCE AI	ND FA	CILITY	MANAG	EMENT SERVIC	CES FOR PC	s, PERIPHER	ALS &		
					JRE OF COCHI					
					//S/2021 DAT					
	PB IV - F	Price I	Bid for	Mainten	ance of Data C	Centre Equi	pments			•
				Y	EAR 1	YEA	AR 2	Amount	GST @ 18% (Rs.)	Total
SI. No	Item Description	Qt y	Uni t	Rate/ Year (Rs.)	Amount (Excl. Tax) (Rs.)	Rate/Ye ar (Rs.)	Amount (Excl. Tax) (Rs.)	(Excl. Tax) (Rs.)		Amount (Inc. Tax) (Rs.)
	B. Mainte	nance	Cost		1					
1	UPS 30kv	2	Nos							
2	Comfort AC	1	No.							
3	Fire Detection & suppression system	1	Set							
	Building Management System									
4	Rodent Repellant System	1	No							
5	Water Leakage Detection System	1	No							
	Total									

# MAINTENANCE AND FACILITY MANAGEMENT SERVICES FOR PCs, PERIPHERALS & OTHER IT INFRASTRUCTURE OF COCHIN PORT TRUST

TENDER NO: EDP/FIN/FMS/2021 DATED: 12.04.2021

	PB IV - Price Bid - Remuneration for the onsite support personnels												
			YEAI	R 1	YEA	R 2	_	GST @ 18% (Rs.)	Tetel				
SI.No	Item Description	Qty. (Nos.)	Rate/Month (Rs.)	Amount (Excl. Tax) (Rs.)	Rate/Month (Rs.)	Amount (Excl. Tax) (Rs.)	Amount (Excl. Tax) (Rs.)		Total Amount (Inc. Tax) (Rs.)				
1	Facility Management Head	1											
2	Senior Service Engineer	1											
3	Service Engineer	5											
	Total												