



कोचिन पत्तन प्राधिकरण
Cochin Port Authority

TENDER DOCUMENT

For

**Oracle Software update subscription &
Annual Technical Support for Oracle Licenses for 3 years.**

Tender Number:	Fin/EDP/Oracle Licenses-ATS/2025
Availability of Tender Document	18.12.2025 to 14.00 Hrs on 31.12.2025
Request for Queries/Clarifications	22.12.2025 17:00 hrs.
Reply to Queries/Clarifications	24.12.2025
Last date of submission of Tender	14:30 hrs. on 31.12.2025
Last date of submission of Tender	14:30 hrs. on 31.12.2025
Opening of the bid	15:00 hrs. on 31.12.2025
EMD	Rs.1,39,036/-

**Office of the Senior Deputy Director(EDP),
New Administration Building, 5th Floor
Cochin Port Authority,
Cochin – 682009
Phone: +91 484 2582602, 2582651
E-mail : directoredp@cochinport.gov.in**

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1 TENDER NOTICE

- 1.1. Electronic tenders (e-tenders) single cover is invited by the Senior Deputy Director(EDP), Cochin Port Authority, Willingdon Island, Cochin 682009 **for Oracle Software update subscription & Annual Technical Support for Oracle Licenses for 3 years.**
- 1.2. Tender documents can be downloaded from the e-tendering portal www.tenderwizard.com/COPT or from CoPA website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.
- 1.3. The bidders should have a valid digital signature certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender.
- 1.4. The bids should be uploaded in electronic form only through e-tender portal www.tenderwizard.com/COPT.
- 1.5. Earnest Money Deposit (EMD) **Rs.1,39,036/-** including GST has to be remitted in the form of the Banker's Cheque (BC) or DD issued by Nationalized / Scheduled banks, drawn in favour of FA & CAO, Cochin Port Authority, payable at Cochin.
- 1.6. DD/Bankers's Cheque towards EMD (as mentioned in clause 1.5 above) shall be submitted to Senior Deputy Director (EDP) before the scheduled date and time of opening of the bid, failing which the bid will be rejected.
- 1.7. The bidders can remit the EMD to Cochin Port Authority through online bank transfer. The Account Details for the same is given below:

Name of Bank	: State Bank of India
Name of Branch	: Cochin Port Authority Branch
IFSC Code & Acc. No	: SBIN0006367, 41401802288
Account Holder's Name	: Cochin Port Authority
- 1.8. All benefits applicable to MSME as per the Public Procurement Order 2012/2017 shall be applicable for this tender.
- 1.9. Scanned copy of DD/Bankers's Cheque towards EMD (as mentioned in clause 1.5 above) shall also be uploaded in the e-tender portal www.tenderwizard.com/COPT failing which the bid will be rejected.
- 1.10. The bidders need to obtain one time User ID & password for log-in to e-Tendering portal www.tenderwizard.com/COPT from the service provider KEONICS, by paying registration amount of **Rs.1180/-** through online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore". The details of e-tender facilitator is available through Telephone Nos. **080 49352000/ 09605557738**.
- 1.11. The tenders shall be submitted "**online**" strictly in accordance with the Instructions to Tenderers and other terms & Conditions given in the tender document.
- 1.12. The bidders shall submit scanned copy of all the required documents such as proof of experience, financial details, etc. in the e-tender portal www.tenderwizard.com/COPT.
- 1.13. Time schedule for various activities in connection with this tender will be as follows:
 - 1.13.1. **Availability of Tender Document:** www.cochinport.gov.in; www.tenderwizard.com/COPT from 18.12.2025 to 30.12.2025
 - 1.13.2. **Queries if any to be sent through e-mail on or before: 22.12.2025 17.00 Hrs**
 - 1.13.3. **Opening of bid: 15:00 Hrs on 31.12.2025**

Sd/-
Senior Deputy Director(EDP)
Cochin Port Authority

Dated: 18.12.2025

2 INSTRUCTIONS TO TENDERER

- 2.1. **Scope of Tender:** Electronic Tenders (e-tenders) single cover is invited from eligible Tenderers for Oracle Software update subscription & Annual Technical Support for Oracle Licenses for 3 years as per specifications given in Section 4.
- 2.2. Tenders should be submitted in accordance with the Instructions to Tenderer, General Conditions of Contract, Special Conditions, Scope of Supply and Technical Specification etc. as enumerated in this tender document.
- 2.3. **Availability of Tender Documents:** The Tender document can be downloaded from the e-tendering portal www.tenderwizard.com/COPT or from Port's website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp/.
- 2.4. **EMD: Rs.1,39,036/-** is to be remitted in the form of the BC/DD from a Scheduled / Nationalized bank having their branch in Cochin, drawn in favour of FA&CAO, Cochin Port Authority, payable at Cochin. Earnest money in the form of Cheque/ Bank Guarantee will not be accepted. Tenders without EMD will not be accepted.

2.4.1. Bank Details of Cochin Port Authority are given below:

Name of Bank	: State Bank of India
Name of Branch	: Cochin Port Authority Branch
IFSC Code	: SBIN0006367
Account No	: 41401802288
Account Holder's Name	: Cochin Port Authority

- 2.4.2. 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 Authority as mentioned in the Bid Document, at least one day before the date and time of opening of the Bid. Cochin Port Authority will verify receipt of EMD as referred in the UTR number, in the Bank account mentioned above. If EMD amount has not reflected in the Bank account of Cochin Port Authority, the bid will be rejected
- 2.4.3. The Earnest Money Deposit of unsuccessful tenderers will be refunded on award of contract to the successful tenderer. The EMD of successful tenderer will be refunded on execution of the Transactional Oracle Master Service Agreement with Cochin Port Authority.
- 2.4.4. No interest will be paid on the Earnest Money Deposit from the date of its receipt until it is so refunded.
- 2.4.5. The EMD shall be forfeited under following circumstances
 - 2.4.5.1. In the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity of 90 days from the date of submission and opening.
 - 2.4.5.2. Failing to execute the agreement with Cochin Port Authority as required in the tender within the stipulated time or within such extended time granted by Cochin Port Authority, the tender shall be liable to be cancelled and EMD shall be forfeited.

- 2.4.6. Upon signing of Agreement by the successful tenderer or support partner of OEM, the Cochin Port Authority will notify each unsuccessful tenderer and will refund their EMD.
- 2.5. DDs/BCs in lieu of EMD have to be scanned and attached in the e-tender portal www.tenderwizard.com/COPT. Original DDs/BCs in lieu of EMD has to reach office of the Sr. Dy. Director (EDP), on or before the date and time fixed for opening of the bid. **Tenders which do not satisfy this condition will be rejected.**
- 2.6. All benefits applicable to MSME as per the Public Procurement Order 2012/2017 shall be applicable for this tender.
- 2.7. Downloaded document is to be printed in a clearly readable form in A4 size sheet. Printed tender document shall be duly filled, signed and stamped on all pages for submission. The downloaded tender documents if found tampered with by way of any deviation from the original document hosted on website, will result in disqualification. Duly filled, stamped and signed tender document (except price-bid) shall be scanned and uploaded in the e-tender portal www.tenderwizard.com/COPT. Any tender not so complete is liable to be rejected.

2.8. Minimum Qualification Criteria (MQC):

Sl. No.	Qualifying Criteria Oracle Enterprise Edition	Documents to be submitted
i	Average Annual Turnover of Bidder during the financial years FY 2022-23, 2023-24 and 2024-25 should be at least INR 17.68 Lakhs per financial year	Copy of Audited Annual Report for financial years 2022-23, 2023-24 and 2024-25.
ii	The bidder should be an Oracle Platinum partners as on date of submission of the bid.	i. Certificate of Platinum level Partner of Oracle Partner Network. ii. Letter from ORACLE authorising the firm to quote for ORACLE Enterprise Edition licenses and related products for Cochin Port Authority.
iii	The bidder should have supplied Oracle database license and/or Oracle Software update subscription licenses and/or Annual Technical Support (ATS) services during the last seven years ending 30.11.2025 as below; a) At least one similar order of value not less than 47.13 Lakhs. OR b) At least two similar orders each of value not less than Rs. 29.46 Lakhs OR	Purchase Orders /Work Orders / Completion Certificate/ Contract Agreements indicating value and period. (The ongoing contracts will also be considered as complete, if at least one year of Annual Technical Support has been completed by the tenderer, provided, the value in the eligibility criteria is met with & submit the supporting documents).

	c) At least three similar orders each of value not less than Rs. 23.57 Lakhs	
iv	The Bidder should have supplied Oracle database license and/or Oracle Software update subscription licenses and/or Annual Technical Support (ATS) services in at least 1 Government Department / Public Sector Undertaking / Scheduled Commercial Banks / RBI in India during last five years as on 30.11.2025.	Purchase Orders /Work Orders / Contract Agreements indicating value and period.

- 2.9. **Validity of Tender:** The tender shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. The Cochin Port Authority may request the tenderers to extend the period of validity for a specific period. The request and response thereto shall be made in writing/e-mail. The tenderer will have an option to refuse the request without forfeiting their EMD. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.
- 2.10. **Amendment of Tender Document:** At any time prior to the deadline for the submission of Tenders, Cochin Port Authority, for any reason, whether at his own initiative or in response to query from prospective tenderers, may modify the Tender document by an amendment.
- 2.10.1. The amendment in the form of addendum will be sent by e-mail to all prospective tenderers who have downloaded tender document directly from Cochin Port Authority or from the e-tendering portal.
- 2.10.2. Any amendments issued will be hosted in the Cochin Port Authority website at least 5 days prior to the dates specified for submission of the tender. Tenderers shall verify if any such amendment / modifications have been issued in CoPA website before submitting their tender and shall take cognizance of amendments and include such amendments in their submission. In any case amendments/ modifications if any, shall be binding on the tenderer.
- 2.10.3. The Cochin Port Authority may at their discretion extend deadline for the submission of tenders to enable prospective tenderer to take the amendment into account while preparing the tender.
- 2.11. The Tenderer is expected to examine all instructions, forms, terms, specifications etc. in the tender document. Failure to furnish all information or documentations required in the tender documents may result in the rejection of Tender.
- 2.12. Power of attorney for the signatory of the tender and for carrying out the works when awarded should be enclosed along with the tender.
- 2.13. The tenderer should not submit their offer with any conditions / counter conditions anywhere in the tender document. The conditional tenders, if any, shall be considered as non-responsive and shall be summarily rejected.
- 2.14. All the documents submitted should be indexed and page numbered
- 2.15. **Submission of Tender:**

- 2.15.1. DD/Banker's cheque towards the EMD should be scanned and attached in the e-tender portal and original DD/Banker's cheque shall be submitted to the office of the Sr. Dy. Director(EDP), CoPA on or before the due date and time fixed for tender opening.
- 2.15.2. The tender document should be submitted as two separate files in the e-tender Portal; one file consisting of following documents:
 - 2.15.2.1. Tender documents (except price schedule) signed and stamped on all pages.
 - 2.15.2.2. Copies of profit and loss statement, balance sheets and auditor's report / annual report for the past 3 years (i.e 2022-23, 2023-24 and 2024-25).
 - 2.15.2.3. Copies of GST, TAN, PAN etc.
 - 2.15.2.4. Power of Attorney in favour of person authorized to sign the tender document.
 - 2.15.2.5. Schedules A, C, D & E, Annexure I, II, duly filled and signed.
 - 2.15.2.6. Copy of certificate of incorporation/registration
 - 2.15.2.7. Copy of Partnership Certificate from ORACLE
 - 2.15.2.8. Copy of letter from ORACLE that authorises the bidder for quoting in Cochin Port Authority.
- 2.15.3. The price bid format (Schedule B) is given separately. It should be filled ON LINE by the bidder.
- 2.15.4. The tenderers are required to submit both Technical bid & Price bid in '*e-tender*' mode only on www.tenderwizard.com/COPA before the due date and time fixed for opening of techno-commercial bid.
- 2.16. Disclosure / indication of the Price(s) in the Techno- Commercial Bid shall make the Tender disqualified and will be rejected.
- 2.17. Tenderer should quote one price only for each item. Declaring price discrimination by showing optional / alternative model or manufacturer may lead to rejection of the complete offer.
- 2.18. Corrections should be duly attested by the signature(s) of the tenderer (s) with date.
- 2.19. Cochin Port Authority shall not provide any forms for getting any exemptions from payment of duties and taxes.
- 2.20. **Opening of Tenders:**
 - 2.20.1. Bid will be opened at 15:00 hrs on **31.12.2025** in the e-tender portal www.tenderwizard.com/COPT. Tenderers can witness the tender opening by logging in to the e-tender portal at the date and time fixed for tender opening.
 - 2.21. To assist in the examination, evaluation and comparison of tenders, Cochin Port Authority may ask tenderer, individually for clarification of their tender. The request for clarification and the response shall be sent by e-mail, but no change in price or substance of the tender shall be sought, offered or permitted.
 - 2.22. **Determination of Responsiveness:** The tender which does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms and conditions of the tender documents without any deviation or reservation. A tender that, in relation to the cost estimate of the Port, is seriously unbalanced may be rejected as non-responsive.
 - 2.23. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the suppliers who resort to canvassing will be liable for rejection.

- 2.24. **Evaluation and comparison of tenders:** Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non- responsive tenders will be rejected. The Port's decision on this shall be final, conclusive and binding.
- 2.25. **Acceptance of Tender:** Cochin Port Authority does not bind itself to accept the lowest tender or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.
- 2.26. **Language of the tender:** The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Cochin Port Authority shall be in **English language**. Any printed literature, other than in English language shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

3. GENERAL CONDITIONS OF CONTRACT

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

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

- 3.7. **Completion period: Oracle Software update subscription & Annual Technical Support for Oracle Licenses for 3 years** has to be delivered as stipulated in Section 4 SPECIAL CONDITIONS of this tender document. If the 'Transactional Oracle Master Services Agreement' is not executed within the stipulated time, liquidated damages, as per clause 3.8 will be applicable.
- 3.8. **Liquidated Damages:** Time is essence of this contract. In the event of failure to execute the agreement, as ordered, within the period stipulated in the order / tender, the supplier would be liable to pay liquidated damages. The extension of time granted by Cochin Port Authority for completion of supply, due to reasons attributable to the supplier, will not exonerate the supplier from his liability to pay liquidated damages. The supplier shall pay to the Board of Trustees of Cochin Port as liquidated damages and not as penalty for the delay, a sum equivalent to ½ % (one half percent) of the contract price of the item(s) per week for such delay or part thereof, the maximum of which shall not exceed 10% (ten percent) of the contract price. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. The Board of Trustees of Cochin Port shall have power to deduct such sum from any money due to the Supplier. Variations made in the supply shall not be an excuse for delay in completing the supply nor prevent the deduction of the said liquidated damages, unless an extension of the completion period shall have been granted by Cochin Port Authority, in writing in respect of such variation. The liquidated damages paid / deducted as above shall not relieve the supplier from the obligation to complete the supply order / contract or from other obligations and liabilities under the contract.
- 3.9. If the contractor fails to deliver the items/work or any part thereof within the period fixed for such delivery or as extended to the maximum of 4 weeks, or at any time repudiates the contract before the expiry of the contract, the Cochin Port Authority may without prejudice to its own rights, cancel the award of work order and have the supply completed without further notice, at the contractor's risk and expenses, as Cochin Port Authority may deem best suited to the interest of the Board. He shall be liable for any loss that the Board may sustain on this account
- 3.10. **Extension of time:** If at any time, the contractor should encounter conditions impeding timely execution of the agreement, the contractor shall promptly notify the Cochin Port Authority in writing of the delay, its likely duration and its cause. As soon as practicable after receipt of the contractor's notice, the Cochin Port Authority shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the exertion shall be ratified by the parties by amendment of the contract.
- 3.11. Except in case of force majeure, as provided under clause 3.12, delay by the contractor in the performance of its delivery and completion of obligations shall render the contractor liable to imposition of liquidated damages pursuant to clause 3.8.
- 3.12. **Force Majeure:** Neither party hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by Force Majeure. In such a case, the time for performance of such obligations of the other party, to the extent that they are directly or indirectly affected by such occurrence, will be extended by a period equal to that time. Notification of a circumstance of Force Majeure shall be given

by e-mail addressed to the other party within 10 working days of its occurrence. This e-mail shall be confirmed by letter dispatched within 4 week along with a certificate from the relevant Chamber of Commerce, confirming the existence of the circumstance of the Force Majeure. Only the following shall be considered as Force Majeure if they intervene before contractual delivery date and impede performance. Acts of God, war, revolutions, fire, floods, epidemics, quarantine restriction, freight embargoes and acts of State (excluding power cuts). However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), Cochin Port Authority may cancel the contract, subject to the consent of the Supplier, at no charge to Cochin Port Authority.

- 3.13. Changes in constitution of firm: In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the Supplier to the Senior Deputy Director(EDP) for his information.
- 3.14. **Royalties on Patented Articles:** The supplier shall pay all royalties and other sums of money which shall be or become due or payable in respect of any patented, registered or protected article on design which shall be used by him in or about the construction of the system and shall at all times indemnify the Board and its officers and agents from all actions, suits, demands and claims, in respect of the said royalties and other sums of money, charges, damages and expenses in any way arising there out or incidental thereto. In other words all intellectual property rights and laws shall be honoured and all liabilities there under including all expenses incidental thereto shall be met by the Supplier who shall be wholly responsible for the same, and the Board of Trustees of Cochin Port Authority not be liable and responsible in any manner.
- 3.15. Governing Law: The contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in special conditions of contract.
- 3.16. Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.
- 3.17. **Termination:** The Contract shall be terminated under following circumstances:
 - 3.17.1. Termination for Default: The Cochin Port Authority, without prejudice to any other remedy for the breach of Contract, by written notice of default sent to the Contractor, may terminate the contract in the whole or in part:
 - 3.17.2. If the contractor fails to perform any other obligation under the contract
 - 3.17.3. If the contractor, in the judgment of the Cochin Port Authority has engaged in fraud and corruption, in competing for or in executing the contract.
 - 3.17.4. Termination for Insolvency: The Cochin Port Authority may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Cochin Port Authority.
 - 3.17.5. Termination for Convenience: Cochin Port Authority, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Cochin Port Authority's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

- 3.18. Settlement of dispute: In the event of any dispute in the interpretation of any of the clauses of this Agreement, it is hereby agreed to settle the dispute amicably by mutual discussions / negotiations. In the event of failure of mutual negotiations/discussions, the matter can be referred to Arbitration as provided here in below. The parties shall jointly appoint a sole Arbitrator to resolve the dispute. In the event the parties do not agree upon the Arbitrator within four weeks after one party has claimed for arbitration in writing, each party will nominate an Arbitrator of their choice and two Arbitrators so nominated shall choose a 3rd Arbitrator. The award of the Arbitrator so appointed shall be final and conclusive and binding on all parties to the Agreement subject to the provision of the Arbitration and Conciliation Act, 1996, as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator shall decide by whom and in what proportions the Arbitrator's fees as well as cost incurred in Arbitration shall be borne. The Arbitrator may, with the consent of the parties extend the time, from time to time, to make and publish award, as the case may be. The venue of Arbitration shall be Cochin.
- 3.19. **Income Tax Deduction:** Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
- 3.20. **TDS under GST Law:** As per GST Notification No. 50/2018 dated 13.09.2018, TDS @ 2% will be deducted from any amount payable to the Contractor, where the total value of contract is more than Rs. 2.5 lakhs.
- 3.21. **Cochin Port Authority's Lien:** Cochin Port Authority shall have lien on all or any moneys that may become due and payable to the contractor under these presents or in respect of any debt or sums that may become due and payable by Cochin Port Authority to the contractor either alone or jointly with another or others and either under this or under any other contact or transaction of any nature whatsoever between the Cochin Port Authority and the Contactor.
- 3.22. All statutory approvals are in the contractor's scope.
- 3.23. Settlement of Disputes & Arbitration
- 3.23.1. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-
- 3.23.2. If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Officer on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Officer in writing for written instruction or decision. Thereupon, the Officer shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.
- 3.23.3. If the Officer fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or

decision of the Officer, the Contractor may, within 15 days of the receipt of Officer's decision, appeal to the Chairman who shall afford an opportunity to the Contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman shall give his decision within 30 days of receipt of Contractor's appeal. If the Contractor is dissatisfied with this decision then:

- 3.23.4. The Dispute in respect of contract of value upto Rs. 1crore shall not be referred for adjudication through Arbitration and
- 3.23.5. If the value of the contract is exceeding Rs. 1 crore and upto Rs.5 crores, the Dispute shall be resolved through arbitration as follows;
 - (i) The Parties together shall appoint a Sole Arbitrator by mutual consent to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the Parties to the Agreement subject to as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator may, with the consent of the Parties extend the time, from time to time, to make and publish award as the case may be.
 - (ii) If the Arbitrator so appointed is unwilling to act or resigns the appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 3.23.6. If the value of the Contract is above Rs. 5 crores, the Contractor shall within 30 days of receipt of the decision of the Chairman, appoint an arbitrator and give notice to the Chairman and the dispute shall be resolved through Arbitral Tribunal as detailed below:
- 3.23.7. The Arbitral Tribunal shall be a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators appointed by the Parties. A Party requiring Arbitration shall appoint an Arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its Arbitrator. If the other Party fails to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof.
- 3.23.8. In case of the dispute or difference is relating to interpretation and application of the provisions of commercial contract between Central Public Sector Enterprises (CPSE), Port Authority inter se or CPSE and Government Department shall be referred by either party for arbitration to the Permanent Machinery of Arbitrators in the Department of Public Enterprises through the Secretary to the Government of Public Enterprises as per the guidelines issued by Department of Public Enterprises OM No.4 (1) 2011- DPE (PMA) – GL dtd. 12.06.2013 or any statutory amendment thereof.
- 3.23.9. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.

It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

- 3.23.10. It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Officer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.
- 3.23.11. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 3.23.12. It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
- 3.23.13. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- 3.23.14. It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.”.

3.24. Conciliation and Settlement Committee (CSC)

In the event of any dispute or differences between the Port Authorities and the Contractor, which could not be resolved amicably by mutual consultations / Arbitration, then the Chairman of Cochin Port Authority may refer such unresolved disputes or differences to the Conciliation and Settlement Committee comprising of independent subject experts, constituted by the IPA and adopted by the Board of Major Port Authority for Cochin Port in its meeting dated 02.03.2022, to enable speedy disposal of pending / new cases.

- 3.24.1. Either the Port or the contractor may send a reference about the dispute to the other party. The party initiating conciliation shall send to the other party a written invitation to settle or conciliate under this Part, briefly identifying the subject of the dispute. The concerned Technical Division in the Port shall send a request or response within 7 working days if a reference is received from the contractor thereby inviting the Contractor to depute a team of their representatives to interact with the Contract Management Division (CMD) constituted by each Port.

3.24.2. The procedure for referring disputes to the CSC will be as per the guidelines issued by IPA dated 05.10.2021 and subsequent amendment dated 21.03.2022. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee / Council, if agreed by both the parties, shall then be placed for consideration of the Board of Major Port Authority for subject to the delegation of powers.

4. SPECIAL CONDITIONS

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

- 4.1. The Sr. Dy. Director (EDP), Cochin Port Authority shall be the Officer in charge.
- 4.2. **Payment terms:** The Oracle Software update subscription & Annual Technical Support (ATS) services charges will be paid yearly in advance on submission of Invoice along with the Authorization Letter/Mail from ORACLE.
- 4.3. The successful bidder should execute Transactional Oracle Masters Agreement (TOMA) with Cochin Port Authority, if TOMA is not entered with CoPA. The ATS payment will be released only after the execution of the TOMA.
- 4.4. Delivery period: The Transactional ORACLE Master Services Agreement should be executed within fifteen days from date of receipt of work order. Oracle subscription and technical support has to be renewed on the next day of the completion of the period of the last year.
- 4.5. Successful bidder shall also log the order well in advance time with OEM, so that ATS is duly renewed as per the applicable period
- 4.6. The bidder must have good liaison with M/s Oracle India Private Limited and must resolve any issue promptly with the help of Oracle support team.
- 4.7. The bidder shall also provide support for server configuration, database administration issues (severity – critical/medium) without any additional cost during the contract period
- 4.8. Invoice shall be addressed to the FA & CAO, Cochin Port Authority, Cochin – 682009.
- 4.9. Price quoted should be for Oracle Software update subscription & Annual Technical Support for Oracle Licences for 3 years.
- 4.10. The tenderer shall submit their offer with separate rate for all the items in their price bid and tenders without quoting rates for any of the items will be rejected. The evaluation for award of the tender will be considering the overall “L1” of all the items to ensure uniformity.

5. SCOPE OF WORK AND TECHNICAL SPECIFICATION

The bidder should supply the following:

Sl. No	Item Description	Quantity	Scope	License Type
1	Oracle Database Enterprise Edition (Production) Named User Plus (NUP) (Production, UAT & Quality)	125 Nos	Supply of Software update subscription and Annual Technical Support for 3 Years	Standard Premier Support (Software Update License and Support)
2	Real Application Cluster Named User Plus (NUP)	100 Nos	Supply of Software update subscription and Annual Technical Support for 3 Years	Standard Premier Support (Software Update License and Support)

Deliverables:

1. 24/7 Technical Support (Meta Link):
 - a. Round-the-clock access to technical support for addressing issues and inquiries.
 - b. Availability of support engineers to provide timely assistance.
2. Priority Issue Resolution:
 - a. Escalation protocols to ensure critical issues are addressed with high priority.
 - b. Dedicated support channels for urgent problem resolution.
 - c. Faster response times for high-severity issues to minimize downtime.
3. Regular Updates and Patch Management Guidance and Support:
 - a. Notifications and guidance on the latest updates and patches.
 - b. Assistance with planning and executing updates and patches.
 - c. Ensuring systems are up-to-date and secure with minimal disruption.
4. Performance Optimization Assistance:
 - a. Analysis and recommendations for improving system performance.
 - b. Tuning and optimization of databases and replication processes.
 - c. Best practice guidelines to enhance system efficiency.
5. Problem Resolution and Root Cause Analysis:
 - a. Detailed investigation and troubleshooting of reported issues.
 - b. Identification of root causes to prevent recurrence.
 - c. Documentation of findings and solutions for future reference.
6. Access to Online Resources:
 - a. Membership access to Oracle's online support portal.
 - b. Availability of knowledge bases, documentation, and troubleshooting guides.
 - c. Online forums and communities for peer support and shared solutions.

6. SCHEDULE A

LIST OF DOCUMENTS TO BE SUBMITTED ON LINE

Cl. No	Description of Documents	For documents submitted, mention page no:
2.4	EMD in the form of DD	
2.7	Tender document duly filled (except price schedule), signed and stamped on all the pages.	
2.7(i)	Copies of profit and loss statement, balance sheets and auditor's report / annual report for the last 3 years (i.e 2022-23, 2023-24 and 2024-25.)	
2.7(ii ,iii & iv)	Copy of Purchase Order to prove MQC	
2.12	Power of Attorney in favour of person authorized to sign the tender document.	
2.14.2.3	Copy of GST,TAN,PAN etc.	
2.14.2.5	Schedules A, C, D & E, Annexure I, II, duly filled and signed	
2.15.2.6	Copy of certificate of incorporation/registration	
2.15.2.7	Copy of Partnership Certificate from ORACLE	
2.15.2.8	Copy of letter from ORACLE that authorises the bidder for quoting in Cochin Port Authority.	
Sec-9	Attach copies of registration of Firm/Company, details of Proprietor/Partners/Directors. Attach certified copies of Partnership Deed/Memorandum and Articles of Association.	

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

Signature of Tenderer with date and seal

**7. SCHEDULE B
(Price Bid)**

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

**Price Bid for Oracle Software update subscription &
Annual Technical Support for Oracle Licenses for 3 years
Tender No. Fin/EDP/Oracle Licenses-ATS/2025 Dated. 18.12.2025**

Name of the Firm							
Sl. No	Item Description	Qty	Service	Year-1 Amount Rs.	Year-2 Amount Rs.	Year-3 Amount Rs.	Total for 3 Years Rs.
1	Oracle Database Enterprise Edition Named User Plus (NUP)	125 Nos	Software Update /Subscription (Rs) Excl GST				
			ATS Cost (Rs) Excl tax				
2	Real Application Cluster Named User Plus (NUP)	100 Nos	Software Update /Subscription (Rs) Excl GST				
			ATS Cost (Rs) Excl tax				
Total Amount (Rs) Excl. GST							
GST %							
Total Amount (Rs) Incl. GST							

SCHEDULE C

DETAILS OF FINANCIAL STABILITY

8.1.FINANCIAL TURNOVER OF THE TENDERER DURING THE LAST THREE YEARS ENDING 31-03-2025.

Sl. No.	Year	Turn Over
1.	2022-23	
2.	2023-2024	
3.	2024-2025	

8.2. BANK DETAILS

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

Signature of Tenderer with date and seal

**8. SCHEDULE D
STRUCTURE OF ORGANISATION**

NAME OF TENDERER :
POSTAL ADDRESS :

TELEPHONE :
E-Mail : 1
CONTACT PERSON :
TELEPHONE :
MOBILE :
E-Mail :

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

NAMES OF DIRECTORS :

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

AUTHORITY OF AUTHORISED SIGNATORY :

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

Signature of Tenderer with date and seal

**9. SCHEDULE E
DETAILS OF EXPERIENCE**

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

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

Signature of Tenderer with date and seal

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

To

The Senior Deputy Director (EDP),
Cochin Port Authority,
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: **Fin/EDP/Oracle Licenses-ATS/2025**

Yours faithfully,

Signature

Name & Designation

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

To

The Senior Deputy Director (EDP),
Cochin Port Authority,
Cochin 682009.
Kerala, India.

Dear Sir,

Wedo hereby confirm that
"Schedule-B" (Price Bid) of the tender submitted by us for the Tender No: **Fin/EDP/Oracle Licenses-ATS/2025** does not contain any condition.

Yours faithfully,

Signature
Name & Designation

12. Annexure – III

Proforma of Power –of –Attorney / Letter of Authority

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

To
The Financial Adviser & Chief Accounts Officer,
Cochin Port Authority,
Cochin 682009.
Kerala, India.

Dear Sir,

We _____

_____ do hereby

confirm that Mr./Ms./Messrs _____ (Name and Address), whose signature is given below, is /are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender No. **Fin/EDP/Oracle Licenses-ATS/2025**

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

Signature of the authorised person :

Name & Designation :

Yours faithfully,

For & on behalf of :

Signature, name and seal of the certifying authority