



KARNATAKA STATE BEVERAGES CORPORATION LIMITED

(A Govt. of Karnataka Enterprise)

4th Floor, TTMC "A" Block, BMTC Building, K.H.Road,

Shanthinagar, Bangalore-560 027

Ph: 22483638/ 39 Fax: 22483645

Tender Reference Number: KSBCL/MI/Tender/007/2018-19

Date: 21.12 .2018

SHORT TERM TENDER DOCUMENT

for

**Installation and Maintenance of Oracle Database at
KSBCL Head Office & Depots**

Tender documents can be downloaded from website

<https://eproc.karnataka.gov.in>

Tender Processing Fee and EMD shall pay through e-procurement in the following modes:

Online Payments:

- i. *Credit card - Visa or Master card (any bank)*
- ii. *Debit card – Visa, Master or Maestro card (any bank)*
- iii. *Net banking – Selected Banks only*

Offline Payments:

- iv. *NEFT/RTGS – (Any nationalized bank)*
- v. *Remittance at the bank counter using challan (ICICI bank only)*

Earnest Money Document **Rs. 25000/-** (Rupees twenty Five Thousands only)

Karnataka State Beverages Corporation Limited, (the Corporation or KSBCL in short) invites offers through e-procurement from eligible reputed firms/companies, who have prior experience herein afterwards called as 'vendor/ bidder' for Maintenance of Oracle database at KSBCL Head Office and Depots of KSBCL across Karnataka State. The details are given below:

Tender Reference	KSBCL/MI/Tender/007/2018-19
EMD	Rs. 25000/-
Tender Publishing date	21.12.2018
Last Date for receipts of offer	21.01.2019 - 17:00 Hours
Date and time of opening of offer	23.01.2019 - 11:00 Hours
Address for Communication	The Managing Director Karnataka State Beverages Corporation Limited. Address: 4th Floor, TTMC "A" Block, BMTTC Building, K.H.Road, Shanthinagar, Bangalore-560 027, Karnataka
Contact Telephone Numbers	080-22483636/38/36 ext :313

1. About the Corporation;

Karnataka State Beverages Corporation Limited, a wholly owned Government of Karnataka Company is the sole canalizing agent for liquor sales in Karnataka State.

2. Objective and scope of this Tender

Maintenance of Oracle Database at **KSBCL Head Office & 70 Depots** of KSBCL across Karnataka State as in **Annexure -3**.

3. Qualification Criteria

Only the vendor/ bidder who meet all the qualifications mentioned in **Annexure-1 - "Qualification Criteria"** of the tender are eligible to participate in the tender.

4. Terms and Conditions

The Terms and conditions for vendor/ bidder who participate in this tender are specified in **Annexure-2 - "Terms and Conditions"**. These terms and conditions are binding on the vendor/ bidder. These terms and conditions will also form part of the purchase order, to be issued to the successful vendor/ bidder on the outcome of the tender process.

5. Earnest Money Deposit (EMD)

Vendor/ bidder are required to deposit EMD of Rs. 25000/- (Twenty Five Thousands Only) shall pay through e-procurement following modes

Online Payments:

- i. Credit card - Visa or Master card (any bank)*
- ii. Debit card – Visa, Master or Maestro card (any bank)*
- iii. Net banking – Selected Banks only*

Offline Payments:

- iv. NEFT/RTGS – (Any nationalized bank)*
- v. Remittance at the bank counter using challan (ICICI bank only)*

Offers made without EMD will be summarily rejected. No interest would be payable on the EMD amount, except for MSME registered under NSIC under a single point registration scheme, who are exempted from payment of EMD amount. The EMD shall be refundable to un-successful bidders after placing Purchase Order to the successful bidder. EMD of the successful bidder will be refunded after the execution of SLA.

6. Forfeiture of EMD

If the successful vendor/ bidder fails to fulfill to execute the SLA, EMD paid by the successful vendor/ bidder will be forfeited.

7. Offer Validity Period

The offer should be valid for a period of 90 days from the date of the opening of financial bid of the tender.

8. Address for Communication

The Managing Director,
Karnataka State Beverages Corporation Limited,
4th Floor, TTMC "A" Block, BMTC Building, K.H.Road,
Shanthinagar, Bangalore-560 027, Karnataka

9. Proposal Ownership

The proposal and all supporting documents submitted by the vendor/ bidder in this tender process shall become the property of the Corporation.

10. Modification and Withdrawal of Offers

Vendor/ bidder are not allowed to modify their offer when once submitted. No offer can be withdrawn by a vendor/ bidder after the closing date and time for submission of offers.

11. Opening of offers

Offers received within the prescribed closing date and time will be opened in the presence of only the vendor/ bidder who have submitted their offer in response to this tender on the date and time specified in this tender document. The vendor/ bidder present shall sign a register of attendance.

12. Preliminary Scrutiny

Offers from vendor/ bidder not meeting the qualification criteria will be rejected. The Committee of the Corporation will scrutinize the offers received to determine whether they are complete as per tender requirements, whether documentation as asked for and required to evaluate the offer has been

submitted, whether the documents have been properly signed and whether items are offered as per the tender requirements.

13. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the Corporation may, at its discretion, ask some or all vendor/ bidder for clarifications on the offer made by them in writing or by email. The request for such clarifications and the vendor/ bidder's response will necessarily be in writing or email. (amedp@ksbcl.com)

14. No Commitment to Accept any Offer

The Corporation shall be under no obligation to accept any offer received in response to this tender and reserves its right to reject all offers including complete offers without assigning any reason whatsoever. The Corporation reserves the right to make any changes in the terms & conditions of purchase as and when need is felt.

The Corporation will not be obliged to meet and have discussions with any vendor/ bidder and /or to entertain any representations which is deemed unfit.

15. Documentation

Technical information in the form of Brochures/ Manuals/ CD etc. must be submitted in support of the offer made.

16. Submission of Technical Details

The offer may not be evaluated /may be rejected by the Corporation in case of non-adherence to the format or partial submission of technical information as per the format given in the offer. The deviations in the technical details should be mentioned in the technical offer only [**Annexure-4**] and on the contrary specifying the deviations elsewhere in the offer is not acceptable and will not be considered.

The Corporation shall not allow/permit changes in the technical details after due date for submission of offers.

17. Technical Documents required in online submission

Sl.No	Particulars	Annexure
1	Certificate of authorized Oracle Certified Partner as mentioned in	Annexure-1 (Point-1)
2	Document showing proof that the Vendor is in Operation for a minimum of 5 years as mentioned in	Annexure-1 (Point-2)
3	Certificate of 2 successful Oracle project completed at CPSU/ Govt. Organization / leading commercial organization in the preceding 3 years as mentioned in	Annexure-1 (Point-3) Annexure-7
4	Balance Sheet & PL account for the year 2016-17 & 2017-18 or Certificate from the Chartered Accountant in support of Annual turnover as mentioned in	Annexure-1 (Point-4)
5	Proof of Vendors address of Head Office or full-fledged Branch Office at Bangalore, Karnataka.	Annexure-1 (Point-5)
6	Duly signed Terms and Conditions	Annexure-2
7	Duly signed Scope of Work	Annexure-3
8	Details of the vendor, as per	Annexure-4
9	Covering letter in the letter head of the vendor company	Annexure-6

18. Commercial bid required in online submission

Data of Commercial offer to be fed in eProcurement portal as per **Annexure - 8**

19. Erasures or Alterations

The Offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Corporation may treat such Offers as not adhering to the tender guidelines and as unacceptable.

20. Fixed Price

The offer shall be on a fixed price basis, exclusive of all taxes and levies.

21. Negotiation

It is absolutely essential for the vendor/ bidder to quote the lowest price at the time of making the offer in their own interest, as the Corporation will not enter into any price negotiations, except with the lowest quoting vendor/ bidder (L1), in case of absolute necessity.

22. Liabilities of KSBCL

This tender is not an offer by the Corporation, but an invitation for vendor/ bidder responses. No contractual obligation on behalf of the Corporation, whatsoever, shall arise from the tender process unless and until a formal work order is issued by duly authorized officer of the Corporation to the successful tenderer.

23. Proposal Process Management

The Corporation reserves the right to accept or reject any/all proposal/ to revise the tender document, to request one or more re-submissions or clarifications from one or more Vendor/ bidder, or to cancel the process in part or whole. No Vendor/ bidder are obligated to respond to or to continue to respond to the tender. Additionally, the Corporation reserves the right to alter the requirements, in part or whole, during the tender process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the tender, subsequent presentation and contract negotiation processes.

24. Downloading of Tender document from Corporation's website and e-procurement website <https://eproc.karnataka.gov.in/>

The tender document is also available for download from the Corporation's website www.ksbcl.com for reference. But, it should be strictly noted here that the documents should be uploaded to the **e-Procurement website <https://eproc.karnataka.gov.in/> only.**

In case of any dispute/discrepancy the physical version of the tender available with the Corporation will be final & binding on all who participate in the tender.

For Karnataka Beverages Corporation Ltd.,

(GENERAL MANAGER – IT)

Annexure-1

QUALIFICATION CRITERIA

1. The Vendor must be an Authorized Certified Oracle Partner and should hold a valid certificate. Copy of the Certificate to be provided in eProcurement portal
2. The Vendor should be in operation for a minimum of 5 years. Proof to be provided in eProcurement portal.
3. The vendor must have successfully completed minimum two Oracle contract in CPSU / Govt. organisation / Leading Commercial Organisation during last three years. (Between 01-04-2015 to 31-03-2018). Proof to be provided in eProcurement portal.
4. Vendor/ bidder should have annual turnover of Rs.1 Crore and above during the previous two years. Vendor/ bidder should furnish copies of audited balance sheets for the last two years (2016-17 & 2017-18) in support of annual turnover or Certificates issued by Chartered Accountant.
5. Vendor should have Head Office or full-fledged Branch Office at Bangalore, Karnataka. Vendor/ bidder **should enclose attested copies of Property tax bill/ Lease agreement, Electricity Bill, Telephone Bill, VAT/CST Registration and PAN.**
6. The Vendor should be registered under GST.

Annexure-2

Terms and Conditions

1. Financial Bids should be submitted in eProcurement portal only. Physical format of Financial Bids need not be submitted.

2. **Bid Pricing and process:**

- a. Prices shall be quoted in Indian Rupees only. Please ensure the correctness of prices quoted in eProcurement Portal are with or without GST.
- b. Prices stated in the bid-offers submitted by vendor/ bidder are in accordance with the tender document. The Vendor/ bidder further understand that the scope of work as specified in this tender may vary at the time of award of work order as per the discretion and requirements of the Corporation.

3. **Term of Contract:**

The total term of the service is for 2 years ending 31-03-2021. However the initial period is for 12 months, and renewable for another 12 months at the discretion of the Corporation depending upon the satisfactory services rendered by the Vendor / Bidder.

4. **Termination of Contract:**

The contract can be terminated by each parties by giving three months notice in writing.

5. **Payment terms:**

Payment terms are as per clauses of SLA to be executed by the vendor as mentioned in **Annexure-5**.

6. **Penalty:**

Penalties are as per clauses of SLA to be executed by the vendor as mentioned in **Annexure-5**.

7. **Taxes/Duties/Etc.:**

Prices shall be exclusive of applicable taxes. The prices shall strictly be submitted in the given format of eProcurement Portal. Quoted prices shall be indicated with the GST components as applicable shall be mentioned separately in the respective columns.

8. SLA format:

As per **Annexure –5** SLA to be signed by the successful vendor / bidder.

9. Resolution of Disputes:

The Corporation and the vendor/ bidder shall make every effort to resolve issues amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 (thirty) days from the commencement of such informal negotiations, the Corporation and the Vendor/ bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Corporation and the other to be nominated by the Vendor/ bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Bangalore.

Signature

_____ (name)

on behalf of

(Name of the vendor/ bidder)

Annexure-3

Scope of Work

The Vendor has to provide unlimited On-Site, Remote and Telephonic Support for Oracle Database 11g at HO & Depots of KSBCL.

A. At H.O.

1. Installing Oracle 11g Enterprise Edition on Linux / Windows and creating/importing new/existing Database instances grant permissions for users and related set-up tasks during the contract period at DC and DR
2. Regular monitoring the alert log file / trace logs and any errors of the parameter, space, DB, indexing, memory, query etc to be identified and rectified.
3. Monitoring and making space requirement for the DB files, extending the table spaces, creating indexes, clearing/cleaning up logs etc.
4. Performance fine tuning of OS, Oracle database, creating and maintaining the automated data-backup, moving data files to new mounts in cases where space has become an issue and a new hardware has been allocated etc.
5. Making daily database backups and performing importing / recovery of data when necessary.
6. Performing upgrades of the database and software to new release levels, Tuning of Database with respect to memory and I/O, Tuning of SQL queries, Building Indexes where ever necessary. Maintaining backups of database by using export and RMAN methodology.
7. Maintain the database at DC and DR site.
8. Conducting weekly planned visit to HO and performing database audits to access the health of the database, other than the unplanned / emergency visits.

B. At depots:

1. Installing Oracle 11g Standard edition on windows./ other OS, Installing Oracle clients on windows..
2. Trouble shooting of the local database at Depots, giving the scripts for daily depot backups, Recovering the database in case of any eventualities.
3. Periodical checking for any errors in the Alert Log file of all depots
4. Analysing Core Dump Files.
5. Checking File Space / Disk space availability.
6. Checking for Disk fragmentation.
7. Index re-organization.
8. Troubleshooting oracle related issues in WAMP server.
9. Conducting database health audits across all the depots at least minimum twice a year.

Signature _____ (name)

on behalf of _____
(Name of the vendor/ bidder)

Annexure 4

Details of the Vendor/ bidder

Details filled in this form must be accompanied by sufficient documentary evidence, in order to facilitate the Corporation to verify the correctness of the information.

Sl. No	Item	Details
1.	Name of Company/ firm	
2.	Address of Bangalore office #	
3.	Telephone Number: Mobile Number : Fax number :	
4.	Constitution of the Company /Firm #	
5.	Name and designation of the person authorized to make commitments to this tender	
6.	Bank Name	
7.	Account No	
8.	Branch Name	
9.	IFSC Code	
10.	Email Address	
11.	Year of commencement of Business #	
12.	Income Tax PAN Number #	
13.	GST Registration number #	
14.	Website address of the Company	
15.	Deviations if any for the Tender terms : (Any deviations for tender terms should be mentioned here)	

self attested copy of the Proof should be provided

Signature

_____ (name)

on behalf of

(Name of the vendor/ bidder)

Annexure-5

AGREEMENT

THIS AGREEMENT IS ENTERED INTO ON _____ BY AND BETWEEN _____, A Company having registered office at _____, here after referred as "Company" which term shall where the context admits be deemed to include its representatives, successors – in office and lawful assigns of the one part.

AND

M/s Karnataka State Beverages Corporation limited, having its registered office at Floor, TTMC , A Block , K H Road , Shanthi Nagar, Bangalore, herein after referred to as "**Corporation**" , which term shall where the context admits be deemed to include its representatives, successors-in-office and lawful assigns of the other part;

WHEREAS **Company** is engaged in providing professional service, inter-alia, in the field of computer software by deputing its personnel to software companies/ Government Organization / Concern for project / Jobs as such companies / concern which require specified skills.

AND WHEREAS the Corporation is desirous of engaging the service of Company for performing Oracle Database Maintenance services with the help of personnel deputed from the Company for such purpose.

NOW THIS AGREEMENT WITNESS AS FOLLOWS :

SERVICE LEVEL AGREEMENT

GENERAL

Following services should be agreed to be provided by the Company to the Karnataka State Beverages Corporation (Corporation).

1. General Maintenance of the Oracle 11g Database on Linux & Windows at HO, DR(KSDC) & depots which includes deliverables as indicated in the SLA.
2. Installation and configuration of one server and client on Windows at HO, DR(KSDC) & depots as and when required.
3. Installation and configuration of one server and clients on Windows at new depots for onetime charges excluding taxes.

The services shall be for a period of Twelve (12) months in a year. Extension of the service for a further period of 12 months or otherwise would be as decided by Corporation.

Service conditions for HO and DR(KSDC)

NORMAL VISITS

Vendor shall make minimum four visits a month during the service period.

REFLEX VISITS

Whenever databases come down/crash due to problem related to the database, operating system or hardware, Vendor shall visit as many times depending on the circumstance and take up corrective measures appropriate to render the database up and running on priority.

AUDIT (PRECAUTIONARY) SUPPORT VISIT

Vendor shall, during their regular visits check up the functioning of the Oracle 11g database on Linux & Windows server and fix up any minor bugs encountered relating to Oracle 11 Database as a database audit and precautionary support visit.

All problems encountered shall be reported to vendor with detail. The solutions for the problem reported/posed to vendor shall be given for each event and a consolidated monthly report (hard copy) will be given along with the monthly bill.

CLOSURE OF A VISIT

A visit shall be deemed to be completed once a week when vendor support personnel visit and log into the system and enter in a register maintained by the System Group of the Corporation.

An additional visit shall be deemed to be closed once the problem encountered has been solved and does not re-occur within the next two days of normal and routine running of the database.

PHONE/EMAIL SUPPORT

Apart from the normal and reflex visits as above, vendor shall give an unlimited telephone/mobile and email support during the period of service. A call shall stand cancelled once the same is cleared to satisfaction of the Corporation.

Service Conditions for Depots

AUDIT (PRECAUTIONARY) SUPPORT VISIT

Vendor shall submit minimum two audit report in a year during the service period. Vendor shall, check up the functioning of the Oracle 11g database on Linux and Windows server and fix up any minor bugs encountered relating to Oracle 11g Database during such database audits and precautionary support.

The audit report shall contain depot report details as follow

- 1) Size of the database
- 2) Data fragmentations
- 3) Problem attended / Solution provided during audit period
- 4) Future expansions / Capacity planning
- 5) Any other information

REFLEX VISIT

Whenever database comes down/crash due to problem related to the database, operating system or hardware, vendor shall solve the problem from their office. If the problem cannot be solved within six hours, then vendor shall arrange to send a DBA to such depots to render the database up and running on priority.

The Corporation will pay Rs.750/- per day per visit per depot in addition to paying TA/DA to the DBA as applicable to Asst. Manager of the Corporation for such visits to depots.

All problems encountered shall be reported to vendor with details. The solutions for the problems reported / posed to vendor shall be given in a consolidated monthly report (hard copy) along with the monthly bill.

CLOSURE OF PROBLEMS/ISSUES

The problems/issues shall be deemed to be closed once the problem encountered has been solved and does not re-occur within the next two days of normal and routine running of the database.

PHONE / EMAIL SUPPORT

Apart from the normal and reflex visits as above, vendor shall give an unlimited telephone/mobile and email during the period of service. A call shall stand cancelled once the same is cleared to the satisfaction of the Corporation.

SERVICE CALL LOG

(1) MAINTENANCE OF ORACLE 11G DATABASE

(1) SUPPORT SERVICES REPORT

The service reports shall be produced in the following format.

Date	Place visit	Purpose	Reported to	Login Time	Logout Time	Remarks

(ii) ACCESS RIGHTS

Vendor shall maintain a list of persons having been allocated access rights and authorization with level of access promptly from time to time in the following format and lodge a confidential document containing the same with the Corporation for safe custody and operating during any exigency.

ACCESS RIGHT / AUTHORIZATION ON ORACLE 11G DATABASE

No.	Name	Designation	Access Level	Right	User Id	Password

COMMERCIALS

Company shall be paid a monthly charges of Rs._____/ - + applicable GST towards maintenance of Oracle 11g database at HO

Company shall be paid a monthly charges of Rs._____/ - + applicable GST towards maintenance of Oracle 11g database at Depots.

Company shall be paid a onetime payment of Rs. ____/ - + applicable GST as agreed upon by them in their price offer for every installation and configuration Oracle 11g database in server & client for a new depot.

Installation and configuration for depot system shall be normally done in the Corporation office in Bangalore by vendor and system sent to respective depots by the Corporation.

Payment shall be done on a monthly basis after completing the calendar month against the proper GST invoice.

The above agreement is subject to following penalty clause;

1. If HO and DR (KSDC) related database issue reported and not attended within the end of next two business days.
2. If the Depot related database issue reported and not attended within the end of next two business days. Then

A penalty at the rate of 5% of the respective monthly maintenance charge per day and part thereof, subject to a maximum of 20% of the monthly maintenance charges will be deducted from the payment. If such incidences are repeated, apart from charging penalty as above, Corporation may take decision to terminate the contract

For complete details of address and contact details of 70 Depot locations, the company may get the same from our website www.ksbcl.com under the tab "About Us" – "KSBCL IML DEPOTS"

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED DATE.

For KSBCL

For M/s.

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Witness-1:

Witness-2:

Annexure -6

COVERING LETTER FORMAT (SHOULD BE IN THE LETTERHEAD OF THE COMPANY)

Offer Reference No.: _____ Date: _____ 2019

To:
The Managing Director,
Karnataka State Beverages Corporation Limited,
4th Floor, TTMC "A" Block, BMTC Building, K.H.Road,
Shanthinagar, Bangalore-560 027, Karnataka

Dear Sir,

Tender Ref: KSBCL/MI/Tender/007/2018-19

Having examined the tender document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Maintain Oracle database in HO & Depots in conformity with the said tender in accordance with the Schedule of Prices indicated in the offer and made part of this offer.

If our offer is accepted, we undertake to complete the work within time frame mentioned in terms and conditions.

We agree to abide by this offer till 90 days from the date of opening of the commercial offer by the Corporation and our offer shall remain binding upon us and may be accepted by the Corporation any time before the expiration of that period.

Until a formal contract is executed, this offer, together with the Corporation's written acceptance thereof and the Corporation's notification of award, shall constitute a binding contract between us.

We understand that the Corporation is not bound to accept the lowest or any offer the Corporation may receive without assigning any reason whatsoever.

We certify that we have not been blacklisted / barred to participate in Tender or to supply hardware by any of the Public Sector Under takings, Government Organizations and Public Sector Banks in India.

Dated this _____ day of _____ 2019

Signature: _____

In the Capacity of: _____

Name:

Contact No:

Email id:

Annexure –7

Experience Details (Customer References)

Sl. No.	Name of the Organization	Contact Person	Contact Telephone no, email id and Address	Date/ Period of Implementation	Type of supporting document submitted #
1					
2					
3					

(# Copy of the self attested documentary proof should be provided)

Signature

_____ (name)

on behalf of

_____ (Name of the vendor/ bidder)

Note: Please fill this form and submit the supporting documents for each customer reference. Failing the same may lead to the rejection of the bid. You may add the customer references by adding multiple rows.

Annexure -8

COMMERCIAL OFFER FOR ORACLE MAINTENANCE

Sl. No.	Particulars	Quote Per Month (in Rs.)	GST Rate	GST Amount	Total Value in Rs.
1	2	3	4	5=3*4/100	6=3+5
1	HO Services - Scope as per Annexure-3				
2	70 Depot Services - Scope as per Annexure-3				
@ TOTAL					
(Rupees)					
3	Installation and configuration Oracle 11g database in server & clients for a new depot. (one time-for a new depot)				

Signature

_____ (name)

on behalf of

(Name of the vendor/ bidder)

Note: The vendor/ bidder are required to update the data in eProcurement portal and physical format need not be enclosed.