



Tender for

**FUNCTIONAL & TECHNICAL SUPPORT FOR SAP ECC 6.0 APPLICATIONS**

FOR

**V.O.CHIDAMBARANAR PORT AUTHORITY**

**TENDER NO: EDP-GENZT-AMC-FUNCT-V1-22**

**Date: 19/12/2022**

V.O.CHIDAMBARANAR PORT AUTHORITY  
TUTICORIN -628004  
FAX : +91-4612352201  
E-mail: fa@vocport.gov.in;

## CONTENTS

<b>Section /Form</b>	<b>Description</b>	<b>Page No</b>
1	Notice Inviting Tender	3-6
2	Instructions to Tenderers	7-17
3	General Conditions of Contract	18-34
4	Scope of Work	35-49
5	Memorandum	50
<b>6</b>	<b>FORMS</b>	
I	Letter of Application	51-52
II	Tenderer's Particulars	53-54
III	Form Of Tender	55-57
IV	Form of Agreement	58-59
V	Details of projects implemented/support services	60-61
VI	Project Team and Task	62
VII	Details of Key Personnel	63
VIII	Performance Certificate	64
IX	Change Request Form	65
X	Change Order Form	66
XI	Operational Acceptance Certificate	67
XII	BG For Performance Security	68-69
XIII	Proforma for Undertaking (illegal method/influencing tender Process	70
XIV	Proforma for Disclosure of Payment	71
XV	Proforma for Undertaking (No Changes made in the tender document)	72
<b>7</b>	<b>ANNEXURES</b>	
I	PriceBid	73
II	List of Documents to be submitted	74

**1. NOTICE INVITING TENDER**

TENDER NO.: EDP-GENZT-AMC-FUNCT-V1-22

19/12/2022

**FUNCTIONAL & TECHNICAL SUPPORT FOR SAP ECC 6.0 APPLICATIONS**

V.O.CHIDAMBARANAR Port Authority 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 '**FUNCTIONAL & TECHNICAL SUPPORT FOR ERP(SAP ECC 6.0) APPLICATIONS**' of V.O.CHIDAMBARANAR Port Authority for a period of two years extendable for one more year.

2. Bid documents can be downloaded from the e-Tendering Govt. portal <https://etenders.gov.in/eprocure/app> on the dates specified in the Schedule of Activities given below by making online payment through RTGS/NEFT to V.O.CHIDAMBARANAR Port Authority account with Indian Overseas Bank (Account particulars are mentioned in NIT Page) and scanned copy of the same shall be attached with the e-tender.

1	Estimate Amount	Rs.1,68,00,000.00
2	Contract period	Two Years
3	Downloading of Bid document from VOCPT online e-tendering web site.	<b>From 19.12.2022 to 10.01.2023</b> (upto 15:00 Hrs) <a href="http://www.vocport.gov.in">www.vocport.gov.in</a> or <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
4	Pre Bid queries to be submitted on or before	27.12.2022 at 16.00hrs. Pre Bid queries may be sent through email <a href="mailto:sathishkumar.r@vocport.gov.in">sathishkumar.r@vocport.gov.in</a>
5	Last Date and Time for submission of Tenders through on line.	On or Before <b>15:00 Hrs. on 10.01.2023</b>
6	Date and Time for opening of Part I (Cover I) (Techno-commercial bid)	At <b>15:30Hrs. on 11.01.2023</b>
7	Validity of tender	<b>180 days</b> from the date of opening the Part I (Cover I) – Techno-commercial bid.
8	Earnest Money Deposit (EMD)	Rs.3,36,000/- (2% of the Estimate amount) The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPPE-tendering Portal. Otherwise, his/her/their tender will be rejected. EMD in the form of cash/Demand Draft or any other form shall not be accepted. The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated.
9	Tender Submission through	E-Tender portal <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>

**Note:**

1	The Bidders are advised to read the whole document carefully and submit their tender/bid strictly meeting with the requirements spelt out in the bid document.
2	While E-tendering all the supporting documents as stated in Annexure II have to be uploaded by the Bidders and the same will be downloaded by this Port at the time of evaluation. No hardcopies need to be sent to the Port.
3	On submission of bid, if it is found deficient with reference to the requirements spelt out in the bid document, it will be summarily rejected, without assigning any reason.

3. Bid document will also be available in V.O.Chidambaranar Port Authority's website ([www.vocport.gov.in](http://www.vocport.gov.in)) as well as govt. tender website <https://etenders.gov.in/eprocure/app>
4. The intending Bidders are required to register in the website <https://etenders.gov.in/eprocure/app> by clicking " Online Bidder Enrolment" option in order to obtain user-id and password at first and then to activate their respective user-id by using Digital Signature Certificate(Class III).
5. 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 proof of EMD payment, other details required as per bid document etc. through the e-tendering portal.
6. The intending bidder must have valid Class- III digital signature certificate to submit the bid. For further details and to obtain the digital signature please contact e-Tender Help Desk No.0120-4200462 /0120-4001 002. email support id: **support-eproc(at)nic(dot)in.**
7. The scope of work includes shared support services for the

VOCPA has implemented SAP ERP during 2012 with 180 User license. The ERP system was under maintenance support from August 2015 till date from authorized SAP implementation & technical support service partners. VOCPA intends to have Technical Support contract for the SAP ERP on a shared service model from the reputed organization from the field of providing SAP implementation and maintenance activities.

**A. This scope of work includes shared support services for the**

- Functional & Technical support services for the operation & maintenance of the following for a period of Two years extendable for one more year;
  - SAP ECC 6.0 applications implemented in V.O.Chidambaranar Port Authority having modules FICO,MM,HCM(Payroll and Pension), PS, PM, RE, BI & DMS and GIS etc.

- Deployment of Functional Consultants for the above-mentioned modules (SAP)
  - BASIS & ABAP related activities for maintaining the production, quality & development systems in VOCPA
  - Execution / Implementation of Identified enhancements/ configuration changes/ validation & controls/ customization / Monitoring the existing application
  - Database Administration and Monitoring (Oracle 11g)
  - Patch Updation / any other SAP modules upgradation activities
  - Execution of existing applications without any failure.
  - Integration with non-SAP Applications like POS (Port Operations System), HMS (Hospital Management System), Payment Gateway, etc.
- Support for OS, Database & Application Migration of SAP Modules/POS modules on existing ERP during upgradation of data centre if any, including Integration components for the non-SAP application of POS & HMS to Cloud environment.
  - Co-ordinate & provide necessary support (Knowledge transfer) during upgradation of SAP ECC 6.0 to SAP Hana.
  - Knowledge Transfer from the existing contractor including documentation of the entire system.
  - **Provide one System Administrator and One FI Consultant at VOCPA office (Onsite).**

8. The detailed scope of work and terms and conditions are available in the tender documents which can be downloaded from the V.O.Chidambaranar Port Authorities website [www.vocport.gov.in](http://www.vocport.gov.in).

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

Sl No	Criteria
(i)	The bidder should be an authorized partner of SAP implementation & technical support services for the past five years ending 31.03.2022.
(ii)	The bidder should have an average annual turnover of Rs.50.40 Lakhs for the last three financial years (2019-20, 2020-21& 2021-22).
(iii)	The bidder should be minimum SEI CMMi Level 3 certified company.

(iv)	<p>The bidder should have executed One *similar job of value not less than Rs. 134.40 Lakhs or Two *similar jobs; each of value not less than Rs. 84.00 Lakhs or Three *similar jobs; each of value not less than Rs. 67.20 Lakhs during the last 5 years ending 31.03.2022; * Similar job(s) means successfully providing SAP Functional &amp; technical support services for at least one year for a client in India with a minimum of 100 SAP users having SAP functional modules; FICO,MM,HCM,RE,PS,PM and technical modules; BASIS, ABAP</p>
(v)	<p>The bidder should have executed at least two SAP implementation / support projects in Central/State Government / Public sector Undertaking / Public Sector Banks in India during the last 5 years ending 31.03.2022. Out of the above two projects, at least one should be a support project for a period of not less than one year duration.</p>

10. Schedule of Activities outlines the estimated schedule for important action dates and times. If V.O.Chidambaranar Port Authority 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 above sites mentioned above.

**11. Earnest Money Deposit:**

The bidder other than an MSE Unit should pay the EMD amount of Rs. 3,36,000/- through online payment gateway mode in CPPE-tendering Portal. Otherwise his/her/their tender will be rejected. EMD in the form of cash/Demand Draft or any other form shall not be accepted.

The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated.

**12. Address for communication:**

FA&CAO, Finance Department, V.O.Chidambaranar Port Authority, Administration Office, Tuticorin – 628004. Ph 0461-2352254, Fax:0461-2352201, E-mail: [fa@vocport.gov.in](mailto:fa@vocport.gov.in);

13. The Board of Authorities of V.O.Chidambaranar Port reserves the right to accept or reject any tender without assigning any reason.

**FINANCIAL ADVISOR&  
CHIEF ACCOUNTS OFFICER**

## 2. INSTRUCTIONS TO TENDERERS

### 2.1 Scope of Work:

VOCPT has implemented SAP ERP, POS & GIS during 2012. VOCPA is intended to have Technical Support contract for the SAP ERP & GIS on a shared service model from the reputed organization from the field of providing SAP & GIS implementation and maintenance activities. This scope of work includes shared support services are described in NIT at Point No. 7 A.

### 2.2 Contents of Tender document:

*Tender Document consists of:*

#### **Technical Bid**

- i) Instructions to Tenderers
- ii) Form of Tender
- iii) Form of Agreement
- iv) Memorandum
- v) General Conditions of Contract
- vi) Introduction & Scope of Work

#### **Price Bid**

- i. Price Schedule

### 2.3 Tendering Process:

The tender document can be down loaded from the e-tendering portal <https://etenders.gov.in/eprocure/app> from 19.12.2022 to 10.01.2023. Scanned copy of RTGS payment towards EMD for Rs.3,36,000/- should be uploaded as part of online tender submission.

The tender documents are also available in Port's website [www.vocport.gov.in](http://www.vocport.gov.in) or Government of India (GOI) tender CPP portal <https://etenders.gov.in/eprocure/app>. The bidders need to obtain the one-time User ID & password for log-in and to in e-Tendering CPP portal [etenders.gov.in/eprocure/app](https://etenders.gov.in/eprocure/app) from the service provider.

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 through online. Joint Venture is not allowed in the tender.

The tenders shall be submitted "online" 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 proof of EMD payment; proof of experience, financial details, etc. along with e-tenders.

The intending bidder must have valid Class - III digital signature certificate to submit the bid. For further details, please contact to e-Tender Help Desk No. 0120-4200 462/ 0120-4001 002. Email Support: **support-eproc(at)nic(dot)in**

The bidder, at the bidder's own responsibility and risk are encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

## 2.4 Preparation of Tender:

Tenders must provide a concise description of the Tenderer's ability to satisfy the requirements of the Tender with emphasis on completeness and clarity of the content.

**“Earnest Money Deposit”** shall contain the Earnest Money Deposit (EMD) as stipulated in the NIT.

**“Technical Bid”** shall contain

Technical Bid of the Tender document published by V.O.Chidambaranar Port Authority for acceptance of the terms and conditions and Technical Specification filling the details wherever required;

Technical Conformance Check List appended to the Technical Requirements for indicating the Tenderer's compliance to mandatory and desired requirements

Additional technical details including technical literature or other documentation, which supports and provides detailed responses to the Technical Requirements

Any other details which would highlight the salient features of the proposed solution.

Preliminary Project Plan indicating the programme of work and resource planning chart for the works indicated in 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.

### **BID SUBMISSION**

- i) Such of the registered bidders, who intend to bid, are required to download and print out the bid document along with its Annexures and forms and fill up the same. A scanned copy of this filled up bid document shall be submitted online through the above website using their respective user-id and password in order for their bid to be considered. The bidders shall also upload the scanned copies of the supporting documents.
- ii) The bid follows two cover system and bidders are required to submit techno commercial / qualification details in Part I (Cover I) and Price bid separately in Part II (Cover II) electronically. Both shall be submitted simultaneously.
- iii) Both Part I and Part II bid documents are required to be submitted only through the above-mentioned electronic mode and tender submitted through any other mode will be summarily rejected and no correspondence on such matter will be entertained for the reasons whatsoever.

## **2.5 Signing of Tenders**

The original tender format and accompanying documents must 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 unamended 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.

## **2.6 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.

## **2.7 Receipt of tender:**

No oral, e -mailed, telephone or facsimile, hard copies of Tenders will be accepted.

## 2.8 Opening of tender:

The main cover and the first three inner covers containing the EMD, Minimum qualifying Documents and Technical Bid shall be opened in front of the Representatives of the Tenderers present in the office of the FA&CAO, V.O.Chidambaranar Port Authority at the time and date stipulated in the NIT.

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.

## 2.9 BID SECURITY / Earnest Money Deposit (EMD):

- i. The cost of EMD is Rs. 3,36,000/- (Rupees Three Lakh Thirty Six thousand Only). The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPP E-tendering Portal. Otherwise his/her/their tender will be rejected. The bidders may follow the instructions and guidelines in Bidders Manual Kit - Open Source Software [Link available in https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page](https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page) for making Online Payment Procedure (Bidder Manual for Online Payment in eProcurement Portal (Tender Fee, EMD & others)).
- ii. EMD exception for MSME certificate holder and the same should be uploaded in the CPP Portal. The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid of the tender, failing which the Technical Bid shall not be evaluated. In the case of MSEs, they shall submit relevant valid Certificates.
- iii. The bid securities of unsuccessful bidders will be returned at the earliest through an e-payment system after expiry of the final bid validity period and latest by 30th day after the award of contract.
- iv. The EMD will be forfeited, if the bidder Withdraws or amend its/his bid;
  - a. Impairs or derogates from the tender in any respect within the period of validity of tender.

- b. If the bidder submits fraudulent documents and /or wrong information in support of its eligibility /qualification.
  - c. If the bidder does not accept the correction of his bid price during evaluation; and
  - d. If the bidder fails to sign the contract or furnish the required performance security within the specified period.
- 2.9.1 No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- 2.9.2. Bid security shall be refunded to the successful bidder on receipt of a performance security and signing of the contract. Bid security of the successful bidder may be adjusted against security deposit if requested by the successful bidder.
- 2.9.3 If successful bidder on award of contract fails to sign the contract or to submit a performance security within the specified period, they will be suspended for a period of three years from being eligible to submit bids for contracts with VOCPA.

## **2.10 Alternate Tenders:**

The Tenderer shall note that no alternative Tender conditions, or alternative proposal for whole or part of the work will be acceptable.

## **2.11 Tender Clarifications**

Prospective tenderers requiring further information or clarification of the tender documents may notify the FA&CAO in writing or through Fax or e-mail at the mailing address indicated in the NIT, at least **Two days** before the Pre-Bid meeting.

## **2.12 Amendments:**

Amendments if any, shall be part of the tender documents and will be notified in V.O.Chidambaranar Port Authority website. The same will be binding on tenderers. The FA&CAO may, at his discretion, extend the deadline for the submission of the tenders. Tenderers are advised to view the V.O.Chidambaranar Port Authority Website regularly to ensure that the Tenderer has not missed any amendment issued by V.O.CHIDAMBARANAR Port Authority.

### **2.13 Pre-Bid Meeting**

A pre-bid meeting will be held at the time indicated in the NIT at VOCPA to offer clarifications required, if any, on the Tender documents. Due to COVID-19, all the queries may be sent through mail and the reply will be published in website / email.

### **2.14 Alteration of Tender documents:**

The forms of tender, schedules, conditions of contract, etc., shall not be defaced or detached from the Tender documents. No alteration shall be made in any of the Tender documents and the Tenderer shall comply strictly with the terms and conditions contained in the Tender document.

All communications concerning this Tender must be directed only to the FA&CAO, V.O.Chidambaranar Port Authority. Any oral communications will be considered unofficial and non-binding. Tenderers should rely only on written statements or mails issued by the FA&CAO of the V.O.Chidambaranar Port Authority.

### **2.15 Contractual Obligation**

- a. All Tenderers who submit a Tender in response to this tender shall understand, acknowledge and agree that the V.O.Chidambaranar Port Authority is not obligated thereby to enter into an agreement or contract with any Tenderer and, further, has absolutely no financial obligation to any Tenderer.
- b. The Tenderer should deploy the consultants (System Administrator and FI Consultant) at V.O.C Port site as per the scope of the work for supporting the SAP Applications.

### **2.16 Contract Acceptance**

A Tender submitted in response to this tender shall be considered a binding offer. Acknowledgement of this condition shall be indicated by signature of an officer of the Tenderer legally authorized to execute contractual obligations and shall be conveyed by submitting a signed Form of Tender as per the enclosed format.

### **2.17 Agreement**

The successful Tenderer shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Contractor, in the form annexed to these Conditions with such modification as may be necessary within 10 days from the date of issuance of the Work order. The Contractor shall prepare the agreement on stamp paper in 1 (ONE) original. The duly signed original will be with the Employer and the selected Tenderer receiving the photocopy. The contract shall be valid till all contractual obligations are fulfilled.

## **2.18 Validity**

All prices and any other significant factors contained in the Tender shall be valid for acceptance for a period of 180 calendar days from the date of opening of Tenders. Notwithstanding the above, it is obligatory for the tenderer to keep the validity for another 90 days for which request in writing by the authorized Officer before the expiry of the original validity period would be sufficient intimation and shall be acknowledged by the tenderer.

## **2.19 Exit Clause**

VOCPA shall have the option to terminate the contract at any time during the tenure of the contract without assigning any reasons whatsoever without payment of compensation to the successful bidder by giving notice of THIRTY (30) days, in writing to the successful bidder of its intention to do so. The decision of VOCPA in terminating the contract will be final and binding on the contractor.

## **2.20 Rejection of any or all Tenders:**

Any Tender not conforming to the foregoing instructions will not be considered. It is not obligatory on the part of the Board of Authorities, Port of V.O.Chidambaranar to accept the lowest tender. They reserve the right to accept a tender in full or in part and /or reject any or all tender(s) without assigning any reason and without any liability. No representation whatsoever will be entertained on this account.

## **2.21 Right to modify:**

V.O.Chidambaranar Port Authority reserves the right to modify any terms, conditions and specifications of the Tender document and to obtain revised price bids from the Tenderers with regard to changes in tender document clauses.

## **2.22 Confidentiality:**

All recipients of the Tender documents for the purpose of submitting a tender shall treat the contents of the document as private and confidential. The "Instructions to Tenderers" shall form part of the Contract.

## **2.23 Evaluation Process & Eligibility Criteria:**

### **2.23.1 Evaluation Process**

V.O.Chidambaranar Port Authority will scrutinize the Tenders received in terms of the minimum qualifying criteria set out as part of the NIT in the Tender documents. The tenders of those who successfully fulfill the criteria will be evaluated. The eligibility of each Tenderer will be evaluated based on the information furnished by the Tenderers in the Tender document.

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. If Tenderer receives a request for clarification, he shall provide a written response to the V.O.Chidambaranar Port Authority within the time frame specified therein. Failure to respond within this timeframe may render the tender liable for rejection.

V.O.Chidambaranar Port Authority 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. V.O.Chidambaranar Port Authority will not enter into any correspondence with the tenderer except to seek clarification when necessary. The decision of the V.O.Chidambaranar Port Authority to accept or reject any tender will be final.

V.O.Chidambaranar Port Authority 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. Any attempt by a Tenderer to improperly influence the Employer during the evaluation process will result in the rejection of the Tender.

#### **2.23.2 Documentary evidence to Minimum Qualifying Criteria.**

<b>Sl No</b>	<b>Criteria</b>	<b>Documentary Evidences to be submitted as proof for the criteria</b>
(i)	The bidder should be an authorized partner of SAP implementation & technical support services for the past five years ending 31.03.2022	Valid Proof of authorization partner from SAP.
(ii)	The bidder should have a minimum annual turnover of Rs.50.40 Lakhs for the last three financial years.	Audited financial statements (Balance Sheet & Profit and Loss account) for the years, 2019-2020, 2020-21& 2021-22 shall be enclosed for verification.
(iii)	The bidder should be minimum CMM Level 3 certified company.	Copy of the certification valid as on date

(iv)	<p>The bidder should have executed One *similar job of value not less than Rs. 134.40 Lakhs. or Two *similar jobs; each of value not less than Rs.84.00 Lakhs or Three *similar jobs; each of value not less than Rs. 67.20 Lakhs during the last 5 years ending 31.03.2022; * Similar jobs means successfully providing SAP technical support services for at least one year for a client in India having a minimum of 100 SAP users handling the SAP functional modules viz., FICO, MM, HCM, PM, EP, RE, PS and technical support for BASIS, ABAP &amp; PI.</p>	<p>Submit project details in Form V for each similar job. Documentary evidence such as copies of work orders / Purchase Orders / agreement copy and Client Certificate for the successful technical support services related to each similar job.</p>
(v)	<p>The bidder should have executed at least two SAP implementation / support projects in a Central/State Government / Public sector Undertaking / Public Sector Banks in India during the last 5 years ending 31.03.2022. Out of the above two projects, at least one should be a support project for a period of not less than one year duration</p>	<p>Submit project details in Form V. Copy of Purchase order or Client Certificate for the successful technical support services to be submitted. Also, if from Private organisation, TDS Form 16A certificate to be enclosed.</p>

Tenderers who do not fulfill the Minimum Qualifying Criteria stipulated above shall not be eligible for further evaluation.

### 2.23.3 Technical Evaluation

The bidders who are qualified as the Minimum Qualifying Criteria will be technically evaluated further to see the technical responsiveness of their bids. Those bids who are technically qualified will be considered for opening of the price bid.

### 2.23.4 Price Bid

- i. The Contract Price (and payment schedule) is linked to the service rendered by the successful bidder.
- ii. 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.
- iii. 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.
- iv. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in the Bid Documents.

- v. 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.
- vi. 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.
- vii. 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.
- viii. Prices shall be quoted in Indian Rupee to a maximum of two significant places of decimals.
- ix. The tenderer shall be entirely responsible for payment of all taxes, duties and other such levies arising out of this contract. V.O.Chidambaranar Port Authority will not issue any Sales Tax Declaration Forms.
- x. Deduction shall be made from payments to the tenderer towards Income Tax/Work Contract tax, if applicable, as per the law and rules of the Government in force at the time of payment(s).
- xi. The bidder shall submit the price bid only through the e-tender portal.

### 2.23.5 Price Bid Evaluation

#### I. The Price Bid components are:

##### A. Fixed Support Charges

The bidder has to quote the lumpsum charges per quarter for the line items A.1, A.2 & A.3. In case of incident support (Price bid A.1), the bidder has to quote for resolution of 40 incidents per quarter. If the number of resolved incidents in any quarter is less than 40, the payment will be made lumpsum as quoted in the price bid line item A.1. Deployment of Consultants at Onsite charges also included in A.3.

##### B. Variable Support Charges

For the Manday Charges for Change Request (price bid item B.2), the bidder has to quote the charges for one manday effort in resolving the change request. For evaluation purpose, the number of man days per quarter is taken as 25. However, the payment is made at actual for the man days as per the effected change orders in the respective quarter.



### **C. Other Variable Charges**

For the Application & Database Migration Support mentioned in (price bid C.1), the bidder has to quote the charges for one manday effort for the activity. For evaluation purpose, the number of man days is taken as 50. However, the payment is made at actual for the mutually agreed man days on completion of the activity. TA/DA for Rs.4000/- will be paid if the Consultant is being visited to port on request.

### 3. GENERAL CONDITIONS OF CONTRACT

#### 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

#### 3.1 Definitions

##### (a) Contract elements

- (i) **"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 Tendering, 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 support: viz. Board of Trustees, V.O.Chidambaranar Port Authority, Tuticorin or their successors and assigns, acting through its FA&CAO or any other officer so nominated by the Board of Authorities/Competent Authority, V.O.Chidambaranar Port Authority.
- (ii) **“Project Manager”** means any authorised Officer appointed by the Employer to perform the duties delegated by the Employer, V.O.Chidambaranar Port Authority.
- (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, means any person to whom any of the obligations of the Contractor, including preparation of any design or supply of any Information Technologies or other 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 supply and install 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 supply or supply and install under the Contract.

- (v) **“Services”** means all technical, logistical, management, and any other Services to be provided by the Contractor under the Contract to supply, install, customize, integrate, and make operational the System.
- (vi) **“Project Plan”** means the document to be developed by the Contractor and approved by the Employer, based on the requirements of the Contract and the Preliminary Project Plan included in the Contractor’s Tender. The “Agreed and Finalized Project Plan” is the version of the Project Plan approved by the Employer. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- (vii) **“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.
- (viii) **“System Software”** means Software that provides the operating and management instructions for the underlying hardware and other components.
- (ix) **“Application Software”** means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System.
- (x) **“Standard Software”** means Software purchased off the shelf or standard products of software vendors, which provides specific functionalities.
- (xi) **“Custom Software”** means Software specifically developed under this Contract to meet the Technical Specifications described in this Contract.
- (xii) **“Source Code”** means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Application / Custom Software).
- (xiii) **“Materials”** means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Employer under the Contract.
- (xiv) **“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.
- (xv) **“Works”** means the development and implementation of Port Operations Management System and the related Works or either of them as appropriate.

**(d) Activities**

- (i) **“Delivery”** means the transfer of the Goods/ submission of deliverables from the Contractor to the Employer.
- (ii) **“Installation”** means that the System or a Subsystem as specified in the Contract is ready for Commissioning.
- (iii) **“Pre-commissioning”** means the testing, checking, and any other required activity that are to be carried out by the Contractor in preparation for Commissioning of the System.
- (iv) **“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).
- (v) **“Operational Acceptance Tests”** means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed and Finalized Project Plan.
- (vi) **“Operational Acceptance”** means the acceptance by the Employer of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts).

**(e) Place and time**

- (i) **“Project Site(s)”** means the place(s) for the supply and installation of the System at V.O.Chidambaranar Port Authority Offices and Docks.
- (ii) **“Commencement Date”** means the 15th day of issue of work order.
- (iii) **“Time for Completion”** means the time for completing the execution and complying with and fulfilling the requirements on Completion of the Works or as extended calculated from the Commencement Date.
- (iv) **“Contract Period”** is the time period during which this Contract governs the relations and obligations of the Employer and Contractor in relation to the SAP support services.

**3.1.2 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.

### **3.1.3 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 Tuticorin, Tamilnadu. No suit or other proceedings relating to the Contract shall be filed or taken by the Contractor in any Court of Law, except at Tuticorin.

### **3.1.4 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 Functional and Technical Specifications and Bill of Quantities to the satisfaction of the Project Manager.

## **3.2 Project Manager**

The Employer shall appoint and notify the Contractor in writing of the name of the Project Manager. The Project Manager shall have the authority to represent the Employer on all day-to-day matters relating to the System or arising from the Contract. All notices, instructions, orders, certificates, approvals, and all other communications under the Contract shall be given by the Project Manager, except as otherwise provided for in this Contract.

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

### **3.2.1 Project Manager's Duties and Authority**

- (a) The Project Manager shall carry out the duties specified in the Contract.
- (b) The Project 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 Project Manager.
- (c) Except as expressly stated in the Contract, the Project Manager shall have no authority to relieve the Contractor of any of the obligations under the Contract.

### **3.2.2 Project Manager's Authority to Delegate**

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

### **3.2.3 Supplementary Instructions/ specifications**

The Project 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.

### **3.2.4 Appointment of Assistants**

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

## **3.3 Contractor's General Responsibilities**

The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works during the technical support period 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, training, 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 design, 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 callings 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.

### **3.3.1 Approval for appointment of Contractor's Representative**

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 therefor, then the Contractor shall appoint another on replacement within fourteen (14) days of such objection.

### **3.3.2 Role of Contractor's Representative**

The Contractor's Representative 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 Project 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 Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative except as otherwise provided for in this Contract.

### **3.3.3 Co-ordination of the Project Team:**

The Contractor's Representative and staff are obliged to work closely with the Employer's Project 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 subcontracted personnel.

### **3.3.4 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

### **3.3.5 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 Project 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.

### **3.3.6 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).



**3.3.7 Service Level Agreement (SLA)**

The successful bidder shall enter into an SLA within two weeks from the date of issue of work order / Letter of Intent whichever is earlier.

**3.4 Sub-Contracting**

Except where otherwise provided by the Contract, the Contractor shall not sub-contract any part or whole of the services/work without the prior consent of the Employer.

**3.5 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.

**3.6 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.

**3.7 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. And if required shall sign a non-disclosure agreement ('NDA') as instructed by the Employer viz. V.O.Chidambaranar Port Authority, Tuticorin.

**3.8 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 'Notification of the award of contract'.

**3.9 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.

### **3.10 Custody and Supply of Specifications and Documents**

The documents shall remain in the sole custody of the Project Manager, but one copy thereof shall be provided to the Contractor free of charge. The Contractor shall make at his own cost any further copies required by him.

### **3.11 Activities of the SAP Modules**

VOCPT has implemented SAP ERP, POS& GIS during 2012. VOCPA is intended to have Annual Technical Support contract for the SAP ERP, POS& GIS on a shared service model from the reputed organization from the field of providing SAP, POS& GIS implementation and maintenance activities.

This scope of work includes shared support services for the activities of the following modules implemented in V.O.Chidambaranar Port Authority

- SAP FICO
- SAP MM
- SAP HCM
- SAP PS
- SAP PM
- SAP RE
- SAP ABAP, DMS, Workflow
- SAP BASIS
- Integration & Interfaces with other operational modules
- GIS (Geographical Information System)

### **3.12 Commencement of Work/Support Service**

The Contractor shall commence the service/work from .09.2022 or any other date specified in the Letter of Intent or Work Order. The Contractor shall execute the performance guarantee before the commencement of the service/work.

### **3.13 Operational Acceptance Tests**

The Operational Acceptance Tests (and repeats of such tests) with respect to Change Requests shall be the primary responsibility of the Employer but shall be conducted with the full cooperation of the Contractor during Commissioning of the System, to ascertain whether the System conforms to the Technical Requirements and meets the standard of performance quoted in the Contractor's Tender, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/or the Agreed and Finalized Project Plan.

### **3.14 Issue of Operational Acceptance Certificate**

The Project Manager shall issue an Operational Acceptance Certificate in the specific format or notify the Contractor in writing of any defect or

deficiencies or other reason for the failure of the Operational Acceptance Tests

The Contractor shall remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test notified by the Project Manager. Once such remedies have been made by the Contractor, the Employer shall retest and issue Operational Acceptance Certificate or shall notify the Contractor of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.

### **3.15 Failure to Achieve Operational Acceptance**

If the System or Subsystem fails to pass the Operational Acceptance Test(s) then the Employer may consider terminating the Contract.

If the System (or Subsystem[s]) fails to achieve Operational Acceptance, due to reasons attributable to the Contractor, the Employer may consider termination of the Contract, and forfeiture of the Contractor's performance security in compensation for the extra costs and delays likely to result from this failure.

### **3.16 Force Majeure :**

In the event of the contractor / V.O.Chidambaranar Port Authority being prevented from fulfilling its obligation in full or in part arising out of this contract, due to any Force Majeure events including but not limited to like acts of God (flood, earthquake etc.) or war, civil commotion, strike etc, the affected party shall forthwith, but in no case later than 24 hrs from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of "Force Majeure".

### **3.17 Delay in making the system up & running during Technical Support period - Liquidated Damages**

If the Contractor fails to render the service within the permitted clause as per 5.29 resolution time or any extension of the time for resolving the issues/delivery of the service, or fails to perform the service, then liquidated damages @1% of the annual rate per week or part thereof of the item as per the contract, will be applicable subject to a limit of 10% of the contract value of the item/work, beyond which the employer will engage a third party to get the issue resolved or service rendered. The expenditure of the employer in this regard will be deducted from the contractor's next bill, failing which the claim will be settle from the BG.

If the incidence ticket is not resolved within 24 hours, the penalty of 10% of the Contract value/day to a maximum of Rs.2000/- per incidence will be recovered.

Such damages will be deducted from any money due to the contractor. The payment of such damages shall not relieve the contractor of his obligations to complete the works/services 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.

### **3.18 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 sole arbitrator (one to be nominated by the "Contractor" and by the "EMPLOYER") in writing before proceeding on the reference. The decision of the arbitrator 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 be incorporated in the Contract. The sole Arbitrator may from time to time with the consent of parties shall extend the time for making and publishing the award. The sole Arbitrator 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 Tuticorin.

### **3.19 Alterations, Additions and Omissions**

#### **3.19.1 Variations**

The Project Manager shall make any variation of the form, quality or quantity of the Works/Service 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/service included in the Contract,
- b) Omit any such work/service (partially or fully),
- c) Change the character or quality or kind of any such work/service,
- e) Execute additional Work/service of any kind necessary for the completion of the Works/services,

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.

### **3.19.2 Valuation of Variations**

All variations referred above 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 Project 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.

### **3.20 Performance Security**

Within 10 days from the date of issue of the letter of intent/ work order, or before the commencement of work whichever is earlier. the successful Tenderer shall deposit 3% of the accepted value of Tender towards Performance Security in the form of Demand Draft or irrevocable Bank Guarantee from a nationalized bank as per the specimen given in Form-XII without any modifications with 3 months claim period.

However, the Employer may relax the time limit of 10 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 without any interest.

**3.20.1 Period of Validity of Performance Security**

The Performance Security towards the support period shall be valid until the Contractor has executed and completed the Services/Works. The validity of the performance security can be extended mutually

**3.21 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.

**3.22 Payment**

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

**3.22.1 Terms of Payment:**

Payment will be made by the Employer according to the following schedule and procedures:

The Contractor's request for payment shall be made to the Employer in writing, accompanied by an invoice for the goods or services actually delivered, installed or operationally accepted. No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the System or any Subsystem(s).

All statutory levies such as IT, GST and any other Taxes etc. and all amounts due to the Employer will be deducted from the amount due to the Contractor and the balance will be paid. Payment will be made through RTGS as far as possible and contractor will be required to provide information on Bank details.

**3.22.2 Payment Schedule:**

<b>Service</b>	<b>Activities to be completed</b>	<b>Payment</b>	<b>Documents</b>
Incident Support for the quarter	Incidents resolution & Satisfactory support during the quarter	At the end of the Quarter	Incident resolution report approved by the Project Manager. Performance certificate by the Project Manager.
GIS Maintenance for the quarter	Satisfactory support for the operation and maintenance.	At the end of the Quarter	Performance certificate by the Project Manager
Administration & Consultation for the quarter		At the end of the Quarter	Certificate issued by the Project Manager.

Change Request for the quarter	Implementation of Change Orders	Quarterly	List of Change orders implemented and the Operational Acceptance certificate for all Change orders from Project Manager
Application & Database Migration Support	Implementation of Change Orders	Immediate	Operational Acceptance certificate from Project Manager for the support against change order issued

The following documents shall be submitted by the Contractor to the Project Manager at each stage of payment as applicable.

- (i) Invoice (showing Work Order ref., service description, quantity, unit price, amount, tax, total amount, etc.) for the payments.
- (ii) Performance Certificate from the Project Manager of VOCPA certifying satisfactory services along with the detailed activity report / supporting document(s).
- (iii) Operational Acceptance certificate (as per Form- XI) for the activities / Change Requests if any, duly signed and stamped by V.O.Chidambaranar Port Authority officials.
- (iv) Request for release of Payment with invoice summary details

### **3.23 Taxes and Duties**

The basic rate (including all taxes and duties excluding GST) quoted in the tender shall hold good and shall be binding on the tenderer, notwithstanding any increase in the prices of materials and labour or in the freights or levy of other charges whatsoever and the tenderer shall not be entitled to claim any increase over the rates quoted by him during the period of currency of the contract except taxes and duties as introduced / modified by Govt. from time to time which shall be considered on production of documentary proof.

### **3.24 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.

### **3.25 Goods Service Tax**

The GST shall be paid by the Port at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. The GST shall be reimbursed by the Port to the Contractor on his making available the GST claimed by him in GSTR against the Port GST number. GST, if any applicable shall be paid to service provider only on submission of necessary proof of payment or after reflection in the GSTR2A as eligible ITC.

### **3.26 Labour**

#### **3.26.1 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, or Subcontractors 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.

#### **3.26.2 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. V.O.Chidambaranar Port Authority 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.

#### **3.26.3 Indemnity**

The tenderer shall indemnify V.O.Chidambaranar Port Authority 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
- V.O.Chidambaranar Port Authority's facilities and goods



#### **3.26.4 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 V.O.Chidambaranar Port Authority 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, Employee 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 V.O.Chidambaranar Port Authority 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.

#### **3.27 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.

##### **3.27.1 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 Project 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.

##### **3.27.2 Damage & loss to private property & injury to workmen**

The Contractor will at their own expenses, reinstate and make good up to the satisfaction of V.O.Chidambaranar Port Authority and pay compensation for any injury or loss or damage accrued to any property or

rights whatsoever, including property and rights of V.O.Chidambaranar Port Authority or Agents or servants or employees of V.O.Chidambaranar Port Authority, 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 V.O.Chidambaranar Port Authority against all claims enforceable against V.O.Chidambaranar Port Authority or any Agents, servant or employees of V.O.Chidambaranar Port Authority or which would be so enforceable against V.O.Chidambaranar Port Authority where V.O.Chidambaranar Port Authority is a private person, in respect of any such injury including injury resulting to death, loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

### **3.28 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.

### **3.29 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 XIII

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

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

## **4. SCOPE OF THE WORK**

### **4.1 INTRODUCTION:**

#### **4.1.1 BACKGROUND INFORMATION ON V.O.CHIDAMBARANAR PORT**

V.O.Chidambaranar Port is an ISO: 9001-2015 certified port complying with all ISPS and MARPOL regulations offering round the clock navigation throughout the year. V.O.Chidambaranar Port, one of Major Ports of India has implemented ERP system to standardize the operations, normalize the data, optimizing the processes & streamlining the procedures and was expected to transform the functioning of the port and improve its service levels to its internal & external customers, suppliers and other stakeholders. V.O.Chidambaranar Port has gone for computerization of its activities by implementing SAP ERP with interfaces and integration to Port Operations, Hospital Management and Geographic Info System. The project also covers the integration with the Port Community System implemented by the Indian Port Association.

#### **4.1.2 SOFTWARE**

V.O.Chidambaranar Port Authority has implemented the ERP system during 2012 by engaging M/s L&T. The methodology adopted to implement the ERP is given below:

VOCPA has implemented SAP ECC 6.0 with 180 SAP Licences. The successful bidder shall support current version of the ERP SAP ECC 6.0 implemented in VOCPA. The present status of the implementation of various modules and work is given below:

<b>Sl No</b>	<b>Particulars</b>	<b>Status</b>
1	Data Centre	Available
2	Data Communication Network	Available
3	Hardware (Servers)	Available / Working
3	SAP modules & Systems – FICO, PM, PS, MM, RE, HCM (Includes OM, PA, Time & Payroll) DMS, BI	Available / Working
4	Port Operations System (Non-SAP)	Available / Working
5	Geographic Information System (Non-SAP)	Available / Working
6	Hospital Management System	Available / Working

#### **4.1.3 SAP-Modules implemented**

##### **i. Finance and Controlling (FICO)**

The subsystems implemented are: Financial Accounting (FI), General Ledger, Accounts Receivable, Accounts Payable, Fixed Asset Accounting, Cost Controlling, Cost Centre Accounting, Internal Orders, Activity based costing, Budgeting, etc.

## **ii. Project Systems (PS)**

The subsystems are Project Planning & Scheduling, Project Approval, Project Progress Monitoring, and Asset Capitalization

## **iii. Plant Maintenance (PM)**

The subsystems are Maintenance Scheduling, Maintenance plan, Equipment management, Expenditure monitoring

## **iv. Real Estate (RE)**

The subsystems are Management of Estate, lease out, Licensing (Covered & Open areas, Jetties, Bunks, etc.), Quarter Allotment, Billing /Invoicing

## **v. Material Management (MM)**

The subsystems are Procurement of Materials & Services, Purchase Requisitions / Purchase orders with predefined workflows as per DoP, Inventory Management Automatic recoupment of Stock items, Sub store management, Valuation.

## **vi. Human Capital Management (HCM)**

The subsystems are: Organization Management, Personnel Administration, Personnel Development, Time Management, Payroll and Pension

## **vii. Document Management System (DMS)**

By using the document management system, users will be able to view the documents with ease within their SAP systems. Certain number of files are being sent through DMS. Eg. Vigilance clearance are being done through the system.

## **viii. Business Intelligence (BI)**

In order to get a holistic view of the entire operation and management of the port, the top management would be required to access data from different modules and view them in a meaningful way using BI

## **ix. Other Systems**

e-PIS system has integration with Port Community System(PCS), Geographical Information System(GIS), Hospital Management System(HMS).

### **a) Port Operations System (POS)**

In the Port Operations System implemented is E-PIS (Electronic Port Information System) from Data Core System Ltd. Kolkata. It has the following sub systems: Marine subsystem, Cargo subsystem, Invoice subsystem, EDI Subsystem with the integration with PCS and ERP (SAP), it supports E-Payment, Its EDI subsystem

also enables the interfaces with GIS and the ERP application components FICO, RE & PM.

## **b) Geographic Information System (GIS)**

Geographic Information System (GIS) with interfaces to Real Estate Management module of SAP and POS used Quick Bird Image; Procured from ESRI and field survey was conducted. One of the significant outputs of the solution is the integration of the GIS module with Real Estate Management System using SAP. Port has conducted survey of entire port land and plotted using the image procured. There are about 35 layers configured in the system like Channels, Roads, Buoys, Berths, Pipeline, Tank Farms, Buildings etc. These layers are also available in the intranet portal. The GIS images of vacant plots (details synchronised with the RE database) are provided in the port's website for the public. The public can make a request for allotment of vacant land which will be available for the administrator.

VOCPA is using Arc GIS 9.2 Server Basic (ArcSDE), ArcEditor Software for maintaining GIS Database and Application Server.

## **c) Hospital Management System (HMS)**

V.O.Chidambaranar Port Authority is having a 62 bed (appx.) hospital with ICU & Special ward facility for the port employees, dependents, pensioners, CISF personnels, etc. Port has a software 'Hospital Management System' with the modules viz., RECEPTION, STORE, PHARMACY, NURSING STATION, LAB, IP PHARMACY and DOCTORS' MODULE. The store module includes the procurement and the inventory of all medicines. The processing of payments is integrated with SAP FICO.

### **4.1.4 IT Infrastructure**

#### **4.1.4.1 Server & OS:**

#### **Operating Systems & Softwares Usage:**

❖ Win 2008 R2 Enterprise / Standard

❖ SUSE Linux 11

❖ HP Unix 11.31

➤ HP Data Protector 9.00

➤ Arc GIS

➤ Oracle 11g

➤ SAP ERP 6.4



SAN Switch – 2 No's



Power Distribution Unit – 2 No's



Backup Server (HP DL 380 G7)



Storage (HP P2000 G3)



Tape Library (HP MSL 2024)



SAP Servers – 3 No's  
HP RX 2800 i2



HP C7000 Chassis Enclosure



Backup Server Connected directly to Tape Library for Data Backup through OFC Cable. Backup Schedule created and run automatically Daily, Weekly & Monthly. Tape Library having 24 Cassette Trays.

Tape Model: 3TB RAW C975A Cartridges



Storage

Storage having 42 HDD Slots and we fixed 39 HDD's for storing the Data's from all servers. Each HDD storage Capacity in 450 GB.

Storage Spec: HP StoreWorks P2000 G3

3 Enclosure Modules

HDD Type : 450GB 6G 15K SAS HDD



HP RX 2800 i2 Servers – 3 No's

1. SAP Application Server – 1 No
  2. SAP Database Server – 2 No's
- SAP Application uses for VOCPT Internal Transactions  
SAP Version: ERP 6.4



#### SAN Switch



Lossless Data Transfer through Fiber Module



#### Power Distribution Unit (PDU)



PDU using for distribute the power to whole Rack

#### **4.1.4.2 Fire walls**

The following systems have been implemented in VOCPA network for Internet perimeter security.

a) Cyberoam CR 100iNG

#### **4.1.4.3 Mail Server**

VOCPA is using Microsoft Office 365 for external use. For internal mail system, VOCPA is using squirrel mail system.

#### **4.1.4.4 Antivirus Servers**

VOCPA has implemented server-based Symantec Endpoint Protection antivirus software for distribution of antivirus signatures to the servers and PC"s automatically.

#### **4.1.4.5. Database Server**

VOCPA is currently using Oracle-10g with HP P2000 G3 Storage.

#### **4.1.4.6 Storage, SAN Switch & Tape Library**

VOCPA is using SAN 24/4GBPS/FC\*2 with HP MSL 2024 Tape Library 3TB ITOU-5

#### **4.1.4.7 IT Network Infrastructure**

V.O.Chidambaranar Port Authority has established a LAN connecting all its offices in Administrative building with Fibre Optic Backbone. VOCPA is using HP core switch (Model: 10512) for connecting the Data center network with various locations in and around administrative office.

### **4.1.5 VOCPA SAP SUPPORT TEAM**

#### **4.1.5.1 Present Setup**

The EDP division of the V.O.Chidambaranar Port Authority is entrusted with the upkeep and maintenance of the complete ERP solutions. Functional Working Groups were formed during the implementation and support for the development, testing, implementation and training during 2012 to 2015. Post 2015, the EDP Division is maintaining the system with support and consultation of the Functional Working Group Heads.



## 4.2 SCOPE OF THE WORK

### 4.2.1 Support Areas and brief activities.

- i. Functional support for the Operation & Maintenance including customization, development, testing and implementation of new processes & process improvements of the following SAP ECC 6.0 modules and POS modules implemented in V.O.Chidambaranar Port Authority.
  - FICO
  - MM
  - HCM (Payroll& Pension)
  - PS
  - PM
  - RE
  - DMS and workflow
- ii. BASIS activities for the maintaining, customizing and process improvements of the above modules
- iii. SAP ABAP Consultancy
- iv. BI Consultancy
- v. Activities related with the Integration & Interfaces of NON-SAP modules with the integrated e-Port system
- vi. Operation & maintenance of the Geographical Information System
- vii. Execution / Implementation of Identified enhancements/configuration changes/ validation & controls/ customization.
- viii. Migration of application and database with integration and interfaces during the Major enhancements / upgradation and change in hosting method / cloud adoption.

### 4.2.2 Roles and Responsibilities of the Contractor

#### *i. Project Management*

The successful bidder shall follow ITIL Framework during the entire support period.

The contractor shall ensure that a senior support team manager (Project Manager) to provide consistent leadership and performance monitoring for effective support.

The Project Manager shall have a minimum of 7 years of experience in the field of SAP support / implementation. The details of the Project team and task (Form VI) and Details of the Key personnel's (Form VII) should be submitted by the bidder.

The successful bidder shall prepare monthly status reports and submit to VOCPA

The successful bidder shall interact with other product vendors / support vendors for system related issues in co-ordination with VOCPA.

During urgent work or any special occasion, V.O.Chidambaranar Port Authority would ask the consultants of the successful bidder to work on weekends/holidays.

**ii. System Familiarization**

The Contractor's consultants/support team should familiarize the systems implemented in V.O.Chidambaranar Port Authority. Necessary onsite visits may be conducted to this purpose. VOCPT will provide all the BBP documents and access to the systems. All the expenses towards onsite or offsite effort shall be met by the Contractor. The consultants of the Contractor shall bring their own devices (Laptops) during the Knowledge transfer (KT) and system familiarization period.

**iii. Administration & Consultancy**

The Contractor shall extend expert consultancy in

- a) ABAP and BI areas,
- b) System landscape for Cloud hosting including generic specs.
- c) Hardware Upgradation including the landscape and generic specs.
- d) Hardware & Software requirement for the implementation of GST, if required

**iv. Use of Solution Manager**

The successful bidder is responsible for maintaining the knowledge database in the incident management tool (SAP Solution manger) for the issues getting resolved so that the same can be used by the support team to provide solution for similar incident/issues in future.

**v. Notes, Patches & Releases**

The successful bidder should apply the necessary patches and releases, as and when available on quality and production environment. The patches should be tested by the Level 2 support team and subsequently UAT will be carried out by the end users in the Testing environment with the support of the contractors before they are implemented in production.

The successful bidder will implement SAP / POS Notes as and when required. Any SAP product level issues needs to be intimated through SAP marketplace and a follow up on the same for quick resolution

Patches of all statutory changes in Income Tax, Goods Service Tax, Professional Tax, or any other taxes, CESS, etc. are to be done by the contractor within the time limits set out by the Govt / Regulatory authorities and in consultation with VOCPA.

**vi. Documentation**

The successful bidder should maintain all the necessary documentation (i.e., Functional specs, Technical Specs, List of affected codes, Test scripts, Unit test plans, System Test plans etc) for any changes they perform in the system. All these documents should be approved by VOCPA and a copy needs to be submitted by the bidder.

**vii. Training**

The successful bidder should do hand holding activities to the users wherever required. The successful bidder shall provide training to the users for the processes / transactions that are changed / enhanced / introduced. Training to be given for the operation of the system on account of changes made by way of incident resolution or change order implementation for getting the operational acceptance. Technical training to be given for IT officials for maintaining SAP solutions.

**viii. Technical Support**

The BASIS consultants of the successful bidder will perform all type of monitoring and administrative activities like restarting SAP servers, maintenance of system configuration, administration for Browser-Based User Dialogs, User Administration (ABAP/JAVA), RFC Connections and monitoring, Administration for External Communication, Scheduling Background Tasks, Printer Connections, System Monitoring and Trouble Shooting, Backup procedure, Setting Up an SAP System Landscape, SLD monitoring, Creating/ Exporting/importing Transport Requests, Client Tools, SAP Note Assistant, Support Package Upgrades, System Workload Analysis, System trace monitoring, Performance Analysis Monitors, SAP Memory Management , System Load Verification, Expensive SQL Statements Analysis, SAP Table buffering, Database Overview and monitoring, DB Monitoring Tools, Recovery, DBA activity.

The successful bidder will perform SAP BASIS activities in Quality and production systems. They will also perform all the System Monitoring and health check activities for smooth running of the servers.

**ix. Recording / Tracking of Issues**

The consultants of successful bidder will use SAP Solution manager tool implemented/configured in V.O.Chidambaranar Port Authority for Incident management and recording/tracking of issues raised during support period. Necessary tweaking/configuration shall be done by the bidder in the solution manager for the full-fledged use of the solution manager.

Since the recording/tracking of issues/additional requirements are for SAP as well as for the integration of non-SAP systems and for BI reports

generated from non-SAP systems also, an issue-tracker needs to be maintained and the same needs to be shared with VOCPA.

**x. Incident Management**

- a. Any system error, issues, bug fixes, configuration and customization in SAP, changes in mapping should be carried out by the successful bidder as a incidence report only.
- b. Any changes related to the existing interfaces like addition/deletion of new fields, creating/modifying static and dynamic queues, structural changes etc. will be carried out by the successful bidder
- c. Activities towards implementing Recommendations, Release notes and patches from SAP will be considered as incidents only.
- d. Any incident resolution taking more than three-man days will be considered as Change Request and the effort requirement will be finalized mutually but report requirement will not considered as a CR.
- e. If the incidence ticket is not resolved within 24 hours, the penalty of 10% of the Contract value/day to a maximum of Rs.2000/- per incidence will be recovered.

**xi. Problem Management**

System outages are to be met with an immediate response, with continued effort until the issue is resolved. Events impacting a single work group or inconveniencing the entire organization, (for example, failed printing, or failure of a particular module) will be responded to within 2 hours, with resolution expected within 24 hours. Configuration/customization changes and transport requests will be addressed within 24 hours.

**xii. Change Management**

The change management in V.O.Chidambaranar Port Authority is a predefined process which keeps track of all the changes carried out in the system through proper documentation and approval mechanism. The successful bidder, during this support phase, should follow the procedure for any Change in the system. All such changes depending on the type of requests would follow one of the below mentioned path of the change management process.

For changes pertaining to new transactions / processes/ developments, Interface & Integration requirements required for implementation will be mutually agreed by both the successful bidder and VOCPT by way of Change Request procedure.

**xiii. Change Request & Implementation Procedure**

**a) Change Request**

The change requirement from VOCPA will be intimated to the Contractor in

the Change Request Form (Form No IX) by mail. The Project Manager or any other nominated person of the Contractor should intimate the methodology in which the change is going to be implemented in VOCPT along with the efforts in mandays, time for implementation and the probable impacts of the change in the module or the entire system through Change Proposal in response to the Change Request given by VOCPA.

The Change management procedure should be as per the RICEFW (Report, Interface, Conversion, Enhancements, Forms and Workflow) method.

The raised ticket has to be resolved within 8 days, if fails the raised CR will not be considered as CR.

#### ***b) Change Order& Valuation***

VOCPA in consultation with the contractor will arrive at a consensus in the man days requirement for the change. If the total efforts agreed for the change in mandays is less than or equal to three man days, then the successful bidder will implement the change treating it as an incident with intimation to VOCPA. In case of changes requiring efforts more than two man days, V.O.Chidambaranar Port Authority will obtain a management approval for the financial implication to carry out the changes and a change order (Form X) with the financial implication as per the man day costs for the Change Request.

It is contractor's sole responsibility to ensure that there is no adverse impacts occurred in the application due to the changes if any, made in the system. Proper impact analysis has to be conducted by the contractor.

The changes on account of CR implementation should be tested by the Level 2 support team and subsequently UAT will be carried out by the end users in the Testing environment with the support of the contractors before they are moved to production.

#### ***c) Operational Acceptance***

The contractor shall request for Operational Acceptance with respect to Change Order, for payment in the next quarterly cycle. Necessary documentation for the changes has to be submitted by the Contractor. Besides, training if required, to the users shall be given by the contractor.

### **4.2.3 Testing, UAT, Transportation to production**

The successful bidder should carry out Code review, SIT of the process / module (including co-ordination with other vendors), Unit testing, Integration testing of components etc. They will also be responsible for conducting the User acceptance testing for the same where the users will participate.

Bug fixes/program changes will be tested by the support team and subsequently UAT (user acceptance testing) will be done by the end users in the Quality

environment before they are transported to production.

#### **4.2.4 Integration & Interfacing**

The support team should provide suitable solutions whenever there are requirements for integration between systems and any reporting requirements coming from the business users for BW/BI report developments. Any changes with respect to those requirements should be handled by the support team.

The successful bidder will analyse the messages failed in interface. They will find out the root cause of the failure of the messages and will suggest suitable solution to fix such issues

The Successful bidder is also responsible for handling issues/changes related to integration of internal & external modules.

The Successful bidder is also responsible for handling issues/changes related to SAP – POS, GIS and HMS integration

#### **4.2.5 Integration of Port Operation System**

Integration with SAP for the following three areas are incorporated in the Port Operation System

1. Invoice Interface:
  - a) Invoice interface to Park (verify Sufficient funds availability) or post the customer Invoice amount to Port Account and update the Bank Balance through POS.
  - b) Invoice final Settlement status to POS from SAP.
  - c) Online Payment done by the Customer using PCS/Payment gateway will be forwarded to corresponding bank account GL in SAP through POS.
2. Gang Interface:
 

Gang/Equipment request from POS will be sent to SAP and allocated Gang/Equipment from SAP will be send back to POS
3. BI Interface:
 

The data from POS is pushed to SAP BI on a daily basis for the generation of various BI Reports.

#### **4.2.6 GIS (Geographical Information System)**

Maintenance of Application System Arc GIS, Arc IMS, Arc GIS ArcEditor Software for maintaining of layers of GIS. Necessary support for operation and maintenance of the integrated GIS system with interfaces to the Intranet Portal, Website and SAP REM module.

#### **4.2.7 Major Enhancements / Upgradation and Migration Support**

In the period of the contract, VOCPA may choose to upgrade the H/W and/or

S/W versions including EHP Enhancement / Upgradation and migration to a different platform like cloud, HANA, etc. The work may be executed as a separate contract, for which separate tenders will be invited by VOCPA. The Contractor shall extend support for migration activities of the application, database, etc. for the enhancement / upgradation / migration. VOCPA will pay for the mutually agreed man days as per the rate quoted by the successful bidder in this tender. The successful bidder may provide necessary technical support for finalizing the requirements and arriving at the specifications for the enhancements, upgradation and migration above.

VOCPA will give a change order on the mutually agreed man days and on completion an operation acceptance certificate has to be obtained by the contractor from the Project manager and submit for payment. The payment is made at actuals for the mutually agreed man days on completion of the migration activity.

#### **4.2.8 Service Conditions:**

##### **i. Support Levels**

##### **o *Level 1 Support***

Level 1 support team would receive the tickets and resolve if any solutions are directly available. Communications to users in all cases will be done proactively by Level 1. Telephonic support, email support or end user level support on their desk has to be provided by successful bidder as and when required. Level 1 team may record the issue reported through email or telephonically.

The support team will be responsible for detailed problem determination of issues. This detailed problem determination includes simulating the issues, determining the point of failure for the problem resolution.

All application support tickets, master data or transactional data related tickets will be handled at this level.

##### **o *Level 2 Support***

The level 2 support team will be expected to have the deepest level of application or product understanding

This team should understand both the standard application features as well as the detailed components of the customized features.

When bugs occur in the code or configuration, the level 2 support person will be responsible for making changes to system, transporting them, communicating the change to the level 1 support person, who can then resolve, test and close the user call.

For the more technical roles, this includes not only user calls/issues, but also those problems found by the proactive application monitoring being

done on a regular basis by the level 1-support person. Therefore, the level 2 person may also have to apply patches, complete performance tuning, re-create tables or indexes, etc.

Level 2 consultants should interact with SAP product team (through marketplace, telephonically) in case there is an issue / bug in the product level to resolve the issue effectively.

- ii. The successful bidder will be responsible for Level 1 (Helpdesk, Process, Configuration, Integration and Testing) support and Level 2 (Code Change, Bug fixes) support for resolving problems and issues during the support period
- iii. For level 1, level 2 support, adequate shared resources shall be made available by the successful bidder
- iv. The proposed support scope shall cover the offices of V.O.Chidambaranar Port Authority in Tuticorin, Tamil Nadu – 628 004
- v. The successful bidder should provide contact numbers, email addresses, escalation matrix of the shared support team. V.O.Chidambaranar Port Authority shall be kept informed well in advance in case any changes are being made in the contact details.
- vi. The consultants deployed for the support services should have adequate experience to resolve the issues with respect to all modules. The bidder should submit the details of the consultants.

#### 4.2.9 Severity & Resolution:

- i. The successful bidder will adhere to the following Service Level Agreements (SLA) related to both the Level 1 and Level 2 support for the production problems

Sl No	Severity Levels	Description	Measurement and Reporting	Resolution Duration
1	Business standstill (Critical)	<p>An application is unavailable and blocks the execution of the primary business process. A workaround is not possible.</p> <p>A business-critical part of an application is not available. A workaround is not possible.</p> <p>Business-critical functions cannot be executed. A workaround is not possible.</p>	Monitored call reported monthly	Upto 24 Hours
2	Performance Degradation / Partial impact (High)	<p>Important functions perform with response times that deviate significantly from the agreement.</p> <p>The user is able to work but is unable to achieve a normal productivity level due to the problem.</p>	Monitored call reported monthly	Upto 72 Hours



		Partial unavailability of system or components.		
3	Regular default category (Medium)	<p>A non-business critical part of an application is unavailable. A workaround is not possible but the user is able to achieve a normal productivity level.</p> <p>The problem has few consequences for the user and workaround is possible.</p> <p>The majority of the functions operate normally.</p>	Monitored call reported monthly	Upto 120 Hours
4	No immediate impact to business (Low)	<p>The problem has few consequences for the user and there is a workaround.</p> <p>The application or its parts are used by a very few users &amp; the unavailability will not affect business.</p>	Monitored call reported monthly	Upto 240 Hours

- ii. The “resolution duration” refers to the total number of clock hours within which the fault that has been reported to the Level 1 or Level 2 support contact person should be resolved, starting from the time of reporting.

## 5. MEMORANDUM

We hereby tender for the execution for V.O.Chidambaranar Port Authority of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, designs, reports, messages and instructions in writing referred to in the Clauses of Conditions of the Contract and with such materials as are provided for and in all respects in accordance with such Conditions / Instructions to Tenderers.

- a) General Description: Annual Technical Support for SAP & GIS Applications and its integration with the internal and external application systems.
- b) Earnest Money Deposit : Rs. 3,36,000 /- (Rupees Three Lakh Thirty Six thousand only)
- c) Period of Support : For a period of Two years from the date of entering into the contract
- d) Performance Security : 3% of the accepted value excluding taxes of tender for the SAP System Support.

CONTRACTOR :

DATE :

ADDRESS :

## 6. FORMS

### Form - I V.O.CHIDAMBARANAR PORTAUTHORITY Letter of Application

Registered Business Name

Business Address

Tel.

Fax

E-mail

To

The FA&CAO

V.O.Chidambaranar Port Authority,  
Harbour Estate, Tuticorin – 628 004.

Sir,

1. We hereby apply to be qualified with the V.O.Chidambaranar Port Authority as a Bidder for the work of 'Functional & Technical Support for SAP ECC 6.0 Applications ' in V.O.Chidambaranar Port Authority.
2. We authorize V.O.Chidambaranar Port Authority 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 V.O.Chidambaranar Port Authority to verify statements and information provided in this application or regarding competence and standings.
3. The names and positions of persons who may be contacted for further information, if required are as follows:

(a) Technical

(b) Personnel

( c) Financial

4. We declare that the statements made, and the information provided in the duly completed applications are complete, true and correct in every detail.
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.
6. We understand that V.O.Chidambaranar Port Authority reserves the right to reject any application without assigning any reasons.

Sincerely

Date:

Encl. 1

**Form - II**  
**V.O.CHIDAMBARANAR PORT AUTHORITY**  
**Tenderer's Particulars**

<b>1. Organization</b>	
Name of the Organization	
Address	
City	
Country	
Phone	
Fax	
Portal	
Location & Address of Corporate Head Office	
<b>2. Contact Details</b>	
Person Name	
Designation	
Address	
Phone	
Fax	
E-Mail	
<p><b>Legal status of the applicant (attach copies of original document defining the legal status)</b></p> <p> a) A proprietary firm  b) A firm in partnership  c) A limited company or Corporation/ Joint venture/Consortia  d) Others </p>	

<p><b>5. Core area of competency</b></p> <p>1. SAP Implementation</p> <p>2. SAP Technical Support</p> <p>3. GIS Implementation</p>	
<p><b>6. Details of Major Products and Services offered by the Bidder</b></p>	
<p><b>7. Year of establishment and number of year in business (attach Notary attested copy of certificate of registration &amp; ownership)</b></p>	
<p><b>8. Number of Software professionals available for</b></p> <p>i) SAP Functional</p> <p>ii) SAP Technical</p> <p>iii) Oracle Technical</p> <p>iv) GIS</p>	
<p><b>9. Details of offices of the Bidder</b></p>	
<p><b>10. Has the Bidder or any constituent partner in case of partnership firm ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment</b></p>	
<p><b>11. Has the Bidder or any constituent partner in case of partnership firm ever been debarred/ blacklisted for competing in any organization at any time? If so, give details.</b></p>	
<p><b>12. Any other details considered relevant but not included in the above</b></p>	

**Signature of Authorized Signatory**

**Date :**

**Place :**

**Seal :**

### III. FORM OF TENDER

**(Note: This memorandum forms part of the Tender)**

To  
The FA&CAO,  
V.O.Chidambaranar Port Authority,  
Harbour Estate,  
Tuticorin – 628 004.

Sir,

Having visited the Site and examined the Conditions of Contract, specifications, Schedules and Bill of Quantities, for the above-named Service/Work, we offer to execute the service/work in conformity with the said Conditions of Contract, Specifications, Schedules and Bill of Quantities.

- 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 If our Tender is accepted we will furnish a performance security in the form of Demand Draft or irrevocable bank guarantee from a Nationalised Bank to be bound in a sum equivalent to 3% of the accepted tender value towards the project implementation and Warranty approved by the employer of the contract within the time stipulated in the tender.
- 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 90 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.
- 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.
- 6 We understand and agree that you are not bound to accept the lowest or any Tender you may receive.

- 7 If our Tender is accepted, we understand and agree that we will be held fully responsible for the due performance of the Contract.
- 8 We have furnished Earnest Money Deposit through RTGS to Port IOB account in favour of the V.O.Chidambaranar Port Authority for the amount of Rs. 3,36,000/- (Rupees Three Lakh Thirty Six thousand only only) If our Tender is not accepted, the Earnest Money shall be returned without interest to us on our application when intimation is sent to us of rejection or at the expiration of sixty days from the date of expiry of validity of this Tender whichever is earlier. If our Tender is accepted the Earnest Money without interest shall be adjusted against the Security Deposit required for the faithful performance and proper fulfilment of the Contract.
- 9 We agree to execute all the Works referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022  
Signature\_\_\_\_\_ in the capacity of \_\_\_\_\_ duly  
authorised to sign Tenders for and on behalf of \_\_\_\_\_.

( IN BLOCK LETTERS )

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Witnesses

1.     Signature     :     \_\_\_\_\_  
       Name         :     \_\_\_\_\_  
       Address      :     \_\_\_\_\_  
                              \_\_\_\_\_  
                              \_\_\_\_\_  
                              \_\_\_\_\_
2.     Signature     :     \_\_\_\_\_  
       Name         :     \_\_\_\_\_  
       Address      :     \_\_\_\_\_  
                              \_\_\_\_\_  
                              \_\_\_\_\_

#### IV. FORM OF AGREEMENT

##### Section-VIII- Specimen format for Form of Agreement

(To be entered in Rs...../- - non-judicial stamp paper)

This AGREEMENT is made on this ..... day of .....Month of..... Two Thousand ..... (....., 20...) between

M/s. Board of Authorities, V.O. Chidambaranar Port Authority, a body corporate under Major Port Authority Act, 2021, having its office at Administrative building, V.O. Chidambaranar Port Authority, Tuticorin – 628 004 (herein after referred to as the 'Board' which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

And

M/s....., (a partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at ..... represented by its ..... (Description) (hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

**WHEREAS** the Board of V.O.Chidambaranar Port Authority, Tuticorin is desirous of the work comprising “**Providing Functional and Technical Support for SAP Application**”

**WHEREAS** the Contractor has offered to execute and complete such works and whereas the Board has accepted the tender of the Contractor and

**WHEREAS** the Contractor has furnished a sum of Rs...../- (Rupees ..... only) as Earnest Money Deposit (EMD) at the time of tendering, which will be adjusted against Security deposit for the due fulfilment of all the conditions of the Contract.

##### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

1. Notice inviting tender
2. Instruction to the Bidders
3. Scope of Work, Activity Schedule and other requirements
4. General Conditions of Contract
5. Special Conditions of Contract
6. Annexures and Forms
7. Price bid
8. Work Order No.....
9. Any correspondences and documents that touching the tender/Contract.

The Contractor hereby covenants with the Board of Authorities of V.O.Chidambaranar Port to execute the “works” in conformity and in all respects with the provisions of this Agreement.

The Board hereby covenants to pay the Contractor in consideration of such execution of “works”, the “Contract Price” at the time and in the manner prescribed in the Tender/Agreement.

**IN WITNESS WHEREOF** the parties here into have set their hands and seals the day and year first written.

The common seal of the Trustees of V.O.Chidambaranar port was here into affixed and the ..... thereof, has set his Hand

V.O.Chidambaranar Port Authority

Signed and sealed by

The Contractor in the presence of

Witness with signature

1) Name & Address

.....  
.....  
.....

2) Name & Address

.....  
.....  
.....

**Form - V**  
**V.O.CHIDAMBARANAR PORT AUTHORITY**  
**Details of projects implemented/support services as stipulated in MQC**  
*(For MQC (iii) & (iv))*

(Note: Use Separate sheet for each implementation project/support service)			
Client Name			
Type of Organisation (Central/State Government / Public sector Undertaking / Public Sector Banks/Others)			
Type of Project / work (SAP Implementation / SAP Technical Support / SAP Enhancement / SAP Version upgradation )			
Value of the Project / Work in INR			
Scope of Work (Tick the modules/Areas)	FICO	RE	BI
	HCM	DMS	ABAP
	MM		BASIS
	PS		
	PM		
Name & address of Client <b>Contact Details</b> Tel. Fax eMail			
Status of the Project / Work (Completed / Ongoing)			
SAP implementation project :	Date of Commencement   Date of completion		
Maintenance Support Services	Warranty/ Maintenance Support Period:  From ----- To -----		

No. of SAP Users	
Applicable MQC	
Details of documentary proof enclosed (Documents as mentioned in MQC)	

**Signature of the Authorised Signatory**

**Date :**

**Place :**

**Seal :**

**V.O.CHIDAMBARANAR PORT AUTHORITY****Form - VI****Composition of the Team for the project and Tasks of each Team Member**

<b>Sl. No.</b>	<b>Name</b>	<b>Position</b>	<b>Task / Role for the Project</b>	<b>Mobile No. &amp; email id</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

**Signature of the Authorised Signatory****Date :****Place :****Seal :**

**V.O.Chidambaranar Port Authority****Form VII****Details of Project Personnel****(use separate sheet for each Key Personnel mentioned in Form VI)**

<b>Name of Personnel</b>	
<b>Present Designation</b>	
<b>Role in VOCPA</b>	
<b>No. of years of experience</b>	
<b>No. of Assignments</b>	

**Qualification**

Qualification 1	
Qualification 2	

**Certifications**

Certification 1	
Certification 2	

**Specialisations**

Domain Specialisation 1	
-------------------------	--

**Assignments**

Period	
Type of Project/work/Consultancy	
Role	
Organisation 1	
Period	
Type of Project/work/Consultancy	
Role	
Organisation 2	
Period	
Type of Project/work/Consultancy	
Role	
Organisation 2	

**Signature of the Authorised Signatory****Date :****Place :****Seal :**

**Form - VIII**  
**V.O.CHIDAMBARANAR PORT AUTHORITY**  
**Performance Certificate**

To:

Sir,

Pursuant to the provisions of the Contract entered into between VOCPA and .....dated ....., relating to the work 'Functional & Technical Support for SAP Applications' we hereby notify that the technical support for Activities specified mentioned in the Contract for SAP and GIS systems are satisfactory.

This letter shall not relieve you of your obligations to take care of the system and the risks attached thereto and remaining performance obligations under the Contract nor of your obligations during the remaining support Period.

For and on behalf of the Employer

**Project Manager**  
**Date**



**Form IX**  
**V.O.CHIDAMBARANAR PORT AUTHORITY**  
**Change Request Form**

To:

Ref:

Sir

With reference to the above-referenced Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within ..... days of the date of this letter.

1. Title of Change:
2. Change Request No.
3. Originator of Change:
4. Brief Description of Change:
5. System
6. Technical documents, if any, for the request of Change:
7. Detailed conditions or special requirements, if any, of the requested Change:
8. The Change Proposal shall include the following:
  - (a) The detailed estimate of the mandays of effort required to implement the change.
  - (b) The time to complete the requested Change and the overall impact, if any, on the date of Operational Acceptance of the entire System agreed in the Contract.
  - (c) Analysis using RICEFW methodology.
  - (d) Negative impacts, if any, on the quality, operability, or integrity of the System, with detailed explanation.
  - (e) The number and mix of personnel needed to perform the changes.
9. The execution of work related to the requested Change shall be taken up only after the issue of the Change Order confirming the mandays effort and the Implementation Schedule.

For and on behalf of the Employer

Project Manager

Date:

**Form - X**  
**V.O.CHIDAMBARANAR PORT AUTHORITY**  
**Change Order**

To:

.

Sir,

We hereby approve the Change Order for the work specified in .....

1. Title of Change: .....
2. Change Request No. ....
3. Change Order No.: .....
4. Mandays :.....
5. Authorized Price for the Change: .....
6. Time for Achieving Operational Acceptance: .....
7. Other effects, if any: .....

For and on behalf of the Employer

Date:

**Form - XI**  
**V.O.CHIDAMBARANAR PORT AUTHORITY**  
**Operational Acceptance Certificate**

To:

Sir,

Pursuant to the provisions of the Contract entered into between VOCPA and .....dated ....., relating to the Functional and Technical Support for SAP Applications, we hereby notify that Operational Acceptance is given for the below mentioned activity/(ies).

1.

2.

This letter shall not relieve you of your obligations to take care of the system and the risks attached thereto and remaining performance obligations under the Contract nor of your obligations during the remaining Support Period.

For and on behalf of the Employer

**Project Manager**

**Date**

## Form – XII

## V.O.CHIDAMBARANAR PORT AUTHORITY

## Section- IX Specimen Format for Performance Bank Guarantee

In consideration of the Board of Trustees of V.O.Chidambaranar Port Authority (hereinafter called as "Port") represented by its....., having agreed to exempt..... (Hereinafter called "Contractor") from the demand, under the terms and conditions of Contract awarded with No..... on ..... made between the Board and the Contractor for **"Providing Functional & Technical support for SAP Application"**(hereinafter called "Agreement") of Performance Security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. .... (Rupees ..... only).

2. We,..... (hereinafter referred to as the Bank) at the request of the Contractor(s) do hereby undertake to pay to the Port 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 Port by reason of any breach or non-performance by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.
3. We, the Banker of the Contractor do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs...../-.
4. We undertake to pay to the Port 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.
5. 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.
6. This Bank Guarantee shall be valid upto..... ("Period"). We, the Bank further agree that the Guarantee herein contained shall remain in full force and

effect during the Period and that it would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Port certified that the terms and condition of the said Agreement have been fully and properly carried out by the said Contractor's and accordingly discharges this Bank 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 Bank Guarantee period, we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

7. We, the Bank further agree the Port, that the Port shall have the fullest liberty without 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 Port against the said Contractor(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port 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.
8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
9. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

Dated the ..... day of ..... month of 20..... at .....

**Form XIII**

**V.O.Chidambaranar Port Authority  
Proforma of Undertaking**

**REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS**

To

The FA & CAO,  
V.O.Chidambaranar Port Authority  
Tuticorin – 628004.  
Tamilnadu, 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. EDP-GENZT-AMC-FUNCT-V1-22 dated 15.12.2022 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 XIV**  
**V.O.Chidambaranar Port Authority**  
**Proforma of Disclosure of Payment**

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

To

The FA & CAO,  
V.O.Chidambaranar Port Authority,  
Tuticorin – 628004.  
Tamilnadu, India.

Dear Sir,

I/We have made / proposed to make the following payments in connection with the  
Tender No.EDP-GENZT-AMC-FUNCT-V1-22 dated 15.12.2022

1. \_\_\_\_\_ to Mr./Ms./Messrs \_\_\_\_\_  
\_\_\_\_\_(Name and Address)

2. \_\_\_\_\_ to Mr./Ms./Messrs \_\_\_\_\_  
\_\_\_\_\_(Name and Address)

3. \_\_\_\_\_ to Mr./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 XV**  
**V.O.Chidambaranar Port Authority**  
**Proforma of Undertaking**

THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT DOWNLOADED

To

The FA & CAO,  
V.O.Chidambaranar Port Authority  
Tuticorin- 628004.  
Tamilnadu, 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-GENZT-AMC-FUNCT-V1-22 dated 15 .12.2022


Yours faithfully,

Signature :

Name & Designation :



## 1. ANNEXURES

ANNEXURE I V.O.CHIDAMBARANAR PORT AUTHORITY								
								
<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>								
<b>Tender No. EDP-GENZT-AMC-FUNCT-V1-22 dated 15 .12.2022</b>								
<b>FUNCTIONAL &amp; TECHNICAL SUPPORT FOR SAP APPLICATIONS</b>								
<b>Price Schedule</b>								
Sl No	Item	Unit	Incident / Man Days (nos.) per annum	Rate / Per Quarter (Rs.)	Annual Support Charges 1st Year (Rs.)	Annual Support Charges 2nd Year (Rs.)	GST Amount (Rs)	Total Support Charges incl. tax (Rs.)
<b>I. A. Fixed Support Charges</b>								
1	Incident Support (upto 40 nos.)	LS/quarter	NA					
2	GIS Maintenance	LS/quarter	NA					
3	Administration & Consultation / KT/ Consultant charges	LS/quarter	NA					
<b>B. Variable Support Charges</b>								
1	Additional incident support (Above 40 incidents per quarter, if any)	No.	80					
2	Manday Charges for Change Request, If any	Mandays	100					
<b>C. Other Variable Charges</b>								
1	Manday Charges for Application & Database Migration Support	Mandays	50					
<b>II.A &amp; B : Quarterly Payment</b>								
<b>C : Payments on actuals</b>								

## Annexure II

<b>LIST OF DOCUMENTS (To be uploaded by the Bidder)</b> <b>Tender No. EDP-GENZT-AMC-FUNCT-V1-22 Dated 15.12.2022</b>		
<b>Sl No</b>	<b>Description of Documents</b>	<b>Clause</b>
1	EMD for Rupees <b>Rs. 3,36,000/-</b> Proof of Scanned copy of RTGS payment	
2	Letter of Application	
3	Tenderer's Particulars	
4	Form of Tender	
5	Memorandum	
6	Proforma for undertaking (Illegal Method / influencing tender process)	
7	Proforma for disclosure of payment	
8	Proforma for undertaking (No changes made in the tender document)	
9	Tender document duly filled in except price schedule and stamped on all the pages.	
10	Valid proof of Authorized partner of SAP implementation & technical support services for the past five years ending 31.03.2022	MQC (I)
11	Audited financial statements (Balance Sheet & Profit and Loss account) for the years, 2019-2020, 2020-21, 2021-22 shall be enclosed for verification.	MQC (II)
12	Copy of the certification of CMMi Level 3 or above as on date	MQC (III)
13	Project details (along with Form V): Documentary evidence such as copies of work orders / Purchase Orders / agreement copy and Client Certificate for the successful technical support services related to each similar job	MQC (IV, V and VI)
14	Power of Attorney in favour of person authorised to sign the tender document.	
15	1. Copy of GST Regn. certificate. 2. Copy of TIN/PAN allotment letter 3. Copy of MSE/MSME/ having Udyog Aadhaar No	
16	Project team and task	
17	Details of Key Personnel's	
18	Additional Items -1	
19	Additional Items- 2	
20	Additional Items – 3	
21	Additional Items - 4	
22	Price Bid	