



## V.O. CHIDAMBARANAR PORT AUTHORITY

Tender for

**PROVIDING CLOUD INFRASTRUCTURE AS A SERVICE & RELATED CLOUD  
MANAGED SERVICES FOR HOSTING SAP ECC 6.0 & NON-SAP APPLICATIONS**

**TENDER NO:** EDP-GENZT-MIS-COMMI-V1-21

**Date:** 28.03.2022

V.O. CHIDAMBARANAR PORT AUTHORITY

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SUBMITTEDBY : .....

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## ABBREVIATIONS

Sl. No.	Abbreviation	Expansion
1	BG	Bank Guarantee
2	BI	Business Intelligence
3	CSP	Cloud Service Provider
4	DC	Data Center
5	DMS	Document Management System
6	ECS	Electronic Clearance Service
7	EFS	Evaluated Financial Score
8	EMD	Earnest Money Deposit
9	DR	Disaster Recovery
10	ETS	Evaluated Technical Score
11	FICO	Finance and Controlling
12	FS	Financial Score
13	HCM	Human Capital Management
14	HMS	Hospital Management System
15	EPIS	Electronic Port Information System
16	IP	Integrity Pact
17	ISU	Industry Specific Utility
18	MM	Material Management
19	MQC	Minimum Qualifying Criteria
20	MTTR	Mean Time To Resolve
21	NIT	Notice Inviting Tender
22	O & M	Operations & Maintenance
23	PB	Price Bid
24	PI	Process Interface
25	PM	Plant Maintenance
26	POS	Port Operation System
27	PS	Project System
28	QP	Quarterly Payment
29	REM	Real Estate Management
30	RFP	Request For Proposal
31	SLA	Service Level Agreement
32	SOP	Standard Operating Procedure
33	TS	Technical Score
34	UTM	Unified Threat Management
35	WO	Work Order
36	VOCPA	V.O. Chidambaranar Port Authority
37	MSP	Major Service Provider

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## 1. NOTICE INVITING TENDER

### PROVIDING CLOUD INFRASTRUCTURE AS A SERVICE & RELATED CLOUD MANAGED SERVICES FOR HOSTING SAP ECC 6.0 & NON-SAP APPLICATIONS

V.O. Chidambaranar Port invites open tenders by FA & CAO through CPP Portal for “**PROVIDING CLOUD INFRASTRUCTURE AS A SERVICE & RELATED CLOUD MANAGED SERVICES FOR HOSTING SAP ECC 6.0 & NON-SAP APPLICATIONS**” from eligible bidders in India for a period of Three years with an option to extend the contract for two more years.

Bid documents can be downloaded from the CPP 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 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.3,19,92,000/-
2	Contract period	3 Years
3	Downloading of Bid document from VOCPA website and CPP Portal	From 28.03.2022 to 25.04.2022 (upto 15.00 hours) <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> <a href="http://www.vocport.gov.in">www.vocport.gov.in</a>
4	PreBid queries to be submitted on or before	08.04.2022. Pre bid queries may be sent through email <a href="mailto:sathiskumar.r@vocport.gov.in">sathiskumar.r@vocport.gov.in</a>
5	Last Date and Time for submission of Tenders through online.	On or before 25.04.2022 @ 15.00 hours
6	Date and Time for opening of Part I (Cover I) (Techno bid)	26.04.2022 @ 15.00 hours
7	Validity of tender	<b>180 days</b> from the date of opening the Part I (Cover I) – Techno-bid.
8	Earnest Money Deposit (EMD)	Rs.6,39,840/-
9	Tender Submission through	CPP 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 have to be signed in each and every page serially numbered along with seal and shall 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.

Bid document will also be available in V.O. CHIDAMBARANAR Port website ([www.vocport.gov.in](http://www.vocport.gov.in)) as well as govt. tender website <https://etenders.gov.in/eprocure/app>

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).

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.

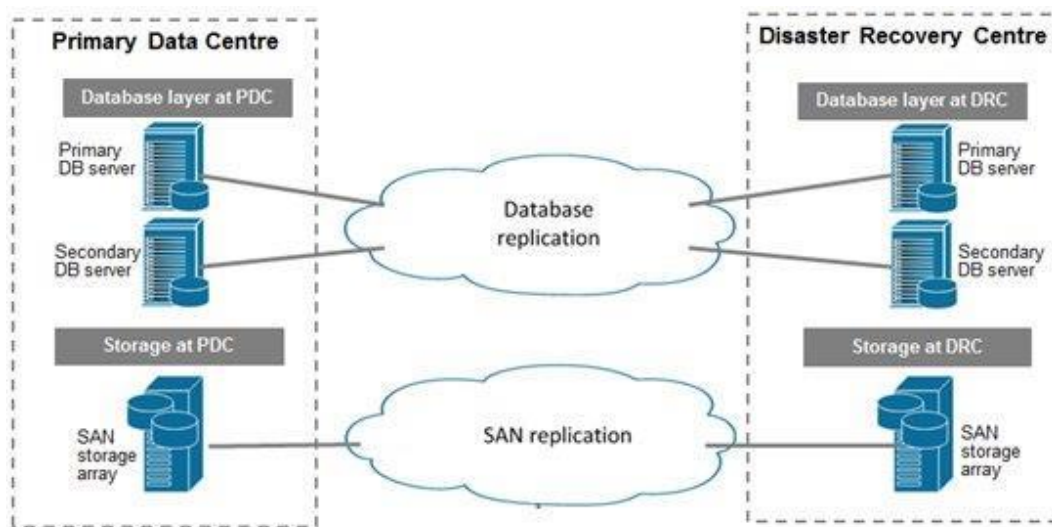
The intending bidder must have valid Class- III digital signature certificate to submit the bid. For further details and to obtain the digital signature please contact CPP Portal Help Desk No. 0120-4200462 /0120-4001 002. email support id: **support-eproc(at)nic(dot)in**.

## 1. The scope of work includes:

Provide the following cloud infrastructure & related services for hosting SAP & non-SAP applications for a period of Three years:

- The cloud hosting shall include the following:
  - All compute infrastructure like web servers (VMs), application servers (VMs), database servers (VMs), etc.
  - Cloud based data storage
  - Backup Solution (including VMs and software)
  - Networking components like high availability switches, routers, firewalls, etc.
  - Load Balancing components
  - Security components like Web Application Firewall, Anti-APT, IPS/IDS, Antivirus with HIPS, DLP, etc.
  - Any other components required for functioning of the solution
- The Bidder to provide primary and secondary connectivity for each site.
- The bidder shall carry out DR drill minimum once every year or as per agreed policy.
- The bidder will be responsible for all the technology, infrastructure at these sites over the period of the contract.
- The cloud services should provide scalable, redundant, dynamic compute and storage
- Perform an Image backup of Customer VM Image information or support the ability to take an existing running instance or a copy of an instance and import / export the instance into a MeitY / VOCP approved image format.
- Configuration and Management of the Virtual Machine shall be enabled via a web browser over the SSL VPN clients only as against the public internet
- The bidder shall ensure that VMs receive OS patching, health checking, Systematic Attack Detection and backup functions.
- Monitor VM up/down status and resource utilization such as RAM, CPU, Disk, IOPS and network
- The purchaser retains ownership of all virtual machines, templates, clones, and scripts/applications created for the organization's application
- The purchaser retains the right to request full copies of these virtual machines at any time.
- The purchaser retains ownership of loaded business solutions / bespoke software installed on the VMs
- Support a secure administration interface - such as SSL/TLS or SSH - for the purchasing organization's designated personnel to remotely administer their virtual instance
- Provide the capability to dynamically allocate virtual machines based on load, with no service interruption
- The bidder should provide tools and mechanism to the purchaser or its appointed agency for defining their backup requirements & policy.
- The bidder should provide tools and mechanism to the purchaser or its appointed agency for configuring, scheduling, performing and managing back-ups and restore activities (when required) of all the data including but not limited to files, folders, images, system state, databases and enterprise applications in an encrypted manner as per the defined policy.

- Transfer data back in-house either on demand or in case of contract or order termination for any reason
- The bidder shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the purchaser.
- The bidder should offer fine-grained access controls including role-based access control.
- Cloud service should support auditing with features such as what request was made, the source IP address from which the request was made, who made the request, when it was made, and so on.
- RAM or CPU of virtual machine should scale automatically whenever there is spike in load to deliver application availability even during spike in load
- Provide facility to use different types of disk like SAS, SSD based on type of application.
- The bidder is responsible for Disaster Recovery Services so as to ensure continuity of operations in the event of failure of primary data center of the purchasing organization and meet the RPO and RTO requirements. The bidder should offer dashboard to monitor RPO and RTO of cloud infrastructure and systems.
- The bidder should offer switchover and switchback of individual applications instead of entire system.
- Any lag and/or loss in data replication should be reflected in terms of the business requirements in terms of the defined RTO and RPO impact.
- Support replication of data between primary and DR cloud environment
- Replication technique: The indicative representation for the replication technique infrastructure and its connectivity is presented below.



- All data should be replicated between DC and DRC. There shall be no data inconsistencies issues with either data centre sites.
- The connectivity between both sites should ensure the replication works seamless with minimal data loss.
- Replication should ensure that there are no data inconsistencies on both application as well as storage level.
- The expected RTO from the proposed design would be 2 hours and RPO to be 15 min.
- PDC and DRC shall operate in active-passive mode.

- In event of disaster, DRC should be brought up as primary site within the defined timelines
  - When the bidder (with prior approval of the purchaser) scales down the infrastructure services, bidder is responsible for deleting or otherwise securing purchaser's content/data prior to VM deletion and in case deleted, shall ensure that the data cannot be forensically recovered.
  - Meet any security requirements published (or to be published) by MeitY or any standards body setup / recognized by Government of India from time to time and notified to the CSP by MeitY as a mandatory standard
  - Officials as may be authorized by VOCPA shall be allowed to access the systems or its components including databases, subject to such rights & privileges as VOCPA may decide from time to time for the purpose of testing, audit, certification, review, inspection etc
  - The bidder should furnish the architecture diagram of the proposed solution.
2. The detailed scope of work and terms & conditions are available in the tender documents which can be downloaded from the V.O. Chidambaranar Port's website [www.vocport.gov.in](http://www.vocport.gov.in).
3. The Minimum Qualifying Criteria for participating in the tender is given below:

<b>Sl. No.</b>	<b>Qualifying Criteria</b>	<b>Documents to be submitted</b>
1	The bidder should be empaneled as a Cloud Service Provider i) In case of CSP  ii) In case the bidder is MSP	i) Certificate of empanelment with Ministry of Electronics and Information Technology, GOI. STQC audit compliance certificate. ii) Authorization certificate should be obtained from CSP
2	Average Annual Turnover of Bidder during the financial years FY2018-19, 2019-20 and 2020-21 should be at least INR 16.00 Crores per financial year.	Copy of Audited Report of Annual Accounts for financial years 2018-19, 2019-20 and 2020-21.
3	The bidder should have provided SAP Cloud Hosting services at the CSP's Data Centre in India during last Three years ending 31.03.2021 as below; At least one work of value not less than Rs.255.93 Lakhs annual billing in a multi-year contract. OR At least two works of value not less than Rs.159.96 Lakhs annual billing in a multi-year contract. OR At least three works of value not less than Rs.127.96 Lakhs annual billing in a multi-year contract.	i) Copy of Purchase Orders/ Work Orders / Contract Agreement indicating contract value, scope & period. (Notary attested)  ii) Successful Completion certificate from the Client(s). (Notary attested)  iii) Copy of TDS certificates in case of private organization.



4	<p>The Bidder should have provided Cloud Services in the Govt. Community cloud / Virtual private cloud in India for at least two clients during last three years ending 31.03.2021.</p> <p>The bidder (if the bidder is not CSP) should have managed or managing the IT infrastructure for data centre/Cloud services to at least 2 clients (Private/PSU/Central govt/State govt. or any other organization or agencies) in India during last three years ending last day of the month previous to the one in which bids are invited.</p>	<p>i) Copy of Purchase Orders/Work Orders / Contract Agreement indicating contract value, scope &amp; period. (Notary attested)</p> <p>ii) Successful service certificate from the Client (Notary attested)</p>
5	The bidder should have provided at least one project of cloud services at their Data Centre in India for hosting SAP ECC 6.0 or higher& non-SAP application for the same customer during last three years ending 31.03.2021.	<p>i) Copy of Purchase Orders/Work Orders / Contract Agreement indicating scope &amp; period.</p> <p>ii) Successful service certificate from the Client.</p>
6	The bidder should have at least two Internet service providers terminating their fiber into the proposed data center/DR site for connectivity as on date of submission of bid.	Copy of Engagement Letter/WO /Agreement copies from the respective Internet service providers for the connectivity to the data center proposed for VOCPA
7	The bidder should have at least two numbers Tier III/IV classification	Copy of Data Centre Tier III/IV certificate
8	The bidder should be a SAP certified CSP for Cloud Hosting Services. The Certification should be valid as on date of submission of bid.	Copy of valid SAP Certificate
9	The bidder should be certified by competent auditing authority for ISO 27001, ISO/IEC 27017:2015, ISO:27018 valid as on the date of bid submission.	Copy of ISO certificates or Assessment Certificate from duly authorized Auditing Agency.

4. Schedule of Activities outlines the schedule for important action dates and times. If V.O. Chidambaranar Port finds it necessary to change any of the dates prior to the tender closing date, these changes will be released as an Addendum/corrigendum to this Tender and posted on sites mentioned above.

**5. EMD:**

**EMD: Rs. 6,39,840/-(Rupees Six Lakhs Thirty Nine Thousand Eight Hundred and Forty only).**

**Mode of payment of EMD:**

Payment can be done for EMD through RTGS/NEFT to V. O. Chidambaranar Port account, as mentioned below:

a	Name & Address of the Bank	Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004
b	Name of the Branch	Harbour Branch
c	IFSC Code	IOBA0000143
d	Account No.	0143010000000001
e	Type of Account	Savings Account
f	Beneficiary's Name	V.O. Chidambaranar Port

**6. Address for communication:**

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

- 7.** The Board of Port Authorities, Port of V. O. Chidambaranar 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:

Provide the following cloud infrastructure & related services for hosting SAPECC 6..0 & non SAP applications for a period of Three years. The scope of work are described in 1 of NIT.

### 2.2 Contents of Tender document:

Tender Document consists of two covers as mentioned below:

#### 1. Technical Bid

- Notice Inviting Tender
- Instructions to Tenderers
- Memorandum
- General Conditions of Contract
- Scope of Work
- Form of Tender
- Form of Agreement

#### 2. Price Bid

- Price Schedule

### 2.3 Tendering Process:

The tender document can be downloaded from thee-tendering portal VOCPA from 28.03.2022 to 25.04.2022. Scanned copy of RTGS/NEFT towards the EMD for Rs. **6,39,840/-(Rupees Six Lakhs Thirty Nine Thousand Eight Hundred and Forty only)** should be uploaded as part of online tender submission.

Payments may be done for EMD through RTGS/NEFT to V.O. Chidambaranar Port as mentioned below: through CPPP portal

a	Name & Address of the Bank	Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004
b	Name of the Branch	Harbour Branch
c	IFSC Code	IOBA0000143
d	Account No.	014301000000001
e	Type of Account	Savings Account
f	Beneficiary's Name	V.O. Chidambaranar Port

The tender shall be submitted by a registered Partnership firm or by a Limited Company. The duly authorized person should submit the tender documents online. Joint Venture is not allowed in the tender.

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

The Tenderer is advised to examine the entire Tender document carefully. Failure to furnish all information required as per the Tender document may result in the rejection of the Tender.

The Tenderer shall obtain all information, which may be necessary for the purpose of this tender. All costs, charges and expenses that may be incurred by the tenderer in connection with the preparation of this tender, shall be borne by him and the Board of Authorities, Port of V.O. Chidambaranar accept no liability whatsoever, in this regard.

## **2.4 Submission of the Tender:**

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

Bid shall be submitted under single stage two-part bid:

### **Part I: Technical evaluation of the bid**

Documents related to MQC, Details of the projects sought, etc. have to be uploaded by the bidders. The details of the documents that are to be uploaded are listed in Annexure V. In addition to the same, the bidder can upload additional technical details if required through the provision available.

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

### **Part II: Price bid**

The price bid shall be filled in dynamically through CPP portal only as per the instruction given in the clause 2.24.

No hard copy of Bid Proposal Sheet including their respective schedules and copy of all supporting documents shall be accepted.

Incase Bid Proposal Sheet including their respective schedules along with copy of supporting documents is received in physical form and/or contained/mentioned anywhere else, the Bid will be liable for rejection.

## **2.5 Signing of Tenders:**

The original tender format and accompanying documents must be written in indelible ink and shall be signed by the person(s) duly authorized to sign on behalf of the tenderer. Written power of attorney accompanying the offer shall indicate such authorization. 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.

## **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 authorities other contractors, will be liable for outright rejection.

## **2.7 Receipt of tender:**

The tenders submitted by the bidder without uploading the same in the CPP portal will summarily be rejected.

No hard copy, e-mailed, telephone or facsimile Tenders will be accepted.

## **2.8 Pre-Bid: Clarification on the tender:**

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. All the queries are required to be sent through mail and the reply will be published in website / email.

## **2.9 Opening of tender:**

The technical bids will be opened in the presence of the Representatives of the Tenderers present in the office of the FA&CAO, V. O. Chidambaranar Port at the time and dates stipulated in the NIT. Hence, Tenderer may present at the specific time and in case of non-presence also, the Tender will be opened.

The price bids shall be submitted through the CPP 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.

## **2.10 Earnest Money Deposit (EMD):**

- I. EMD in any form other than what is specified in NIT will NOT be accepted. The Tenders of the firms who have not furnished the required Earnest Money Deposit will not be taken into consideration at all and such Tenders will be rejected and returned to the Tenderers.
- II. Earnest Money Deposit of unsuccessful tenderers will be refunded without interest through RTGS/NEFT, as promptly as possible.
- III. The Earnest Money Deposit shall be forfeited if a tenderer withdraws his offer during the validity period of tender.
- IV. The EMD of a successful tenderer will also be forfeited if the tenderer fails to
  - Sign the agreement
  - Furnish the Performance Security Deposit as mentioned in the Tender document.

## **2.11 Alternate Tenders:**

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

## **2.12 Tender Clarifications:**

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

### **2.13 Amendments:**

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

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

The forms of tender, schedules, conditions of contract, etc., shall not be modified, 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. Any oral communications will be considered unofficial and non-binding. Tenderers should rely only on written statements, mails issued by the FA&CAO or published in the V. O. Chidambaranar Port's website.

### **2.15 Contractual Obligation:**

All Tenderers who submit a Tender in response to this tender shall understand, acknowledge and agree that the V. O. Chidambaranar Port is not obligated there by to enter into an agreement or contract with any Tenderer and, further, has absolutely no financial obligation to any Tenderer.

### **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 15 days from the date of issuance of the Work order. The Contractor shall prepare the agreement on stamp paper for value of Rs.100/-(Rupees One Hundred Only) in 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. The agreement shall be executed for the full period mentioned in the Tender.

### **2.18 Validity:**

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

## **2.19 Termination of contract:**

VOCPA shall have the option to terminate the contract at any time during the tenure of the contract without assigning any reasons whatsoever and/or 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. Eligible payment till the date of termination will be made to 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 without any liability. No representation whatsoever will be entertained on this account.

## **2.21 Right to modify:**

V.O. Chidambaranar Port 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:**

V. O. Chidambaranar Port will scrutinize the Tenders received before the due date in terms of the Minimum Qualifying Criteria (MQC) set out in the Tender documents. The tenderer who successfully fulfill the MQC will be further evaluated.

V. O. Chidambaranar Port 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.

## **2.24 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 to be 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. 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).
- x. The bidder shall submit the price bid only through the CPP portal.

**Instruction for filling up the price bid (Annexure-III)**

- 1. The price bids have to be submitted by the bidders only through e-tender portal and not in hard copies.
- 2. All the cells of the Price Bid is protected other than the cells earmarked for entering the price. The bidders have to make sure that the cells shaded in Blue are filled in. Any cell without value will be treated as 0 (Zero).
- 3. The rates to be quoted in Price Bid should be based on the Hardware Sizing as per Annexure-II.

**i. Price Bid Summary (PBSM)**

The price bid summary (PBSM) need to be filled by the bidder and uploaded the same in the portal a Commercial Bid.



### 3. MEMORANDUM

We hereby tender for the execution for V.O. Chidambaranar Port of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance with 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) Name of the Work : **PROVIDING CLOUD INFRASTRUCTURE  
AS A SERVICE & RELATED CLOUD MANAGED  
SERVICES FOR HOSTING SAP ECC 6.0 & NON  
SAP APPLICATIONS**
- b) Earnest Money : **Rs. 6,39,840/-(Rupees Six Lakhs Thirty Nine Thousand  
Eight Hundred and Forty only)**
- c) Period of Support : For a period of Three years from the date of entering  
into the contract with an option to extend for two more  
years with same Terms and conditions
- d) Performance Security :BG equivalent to 3% of the contract value excluding  
taxes

**CONTRACTOR** :

**DATE** :

**ADDRESS** :

## 4. GENERAL CONDITIONS OF CONTRACT

### Definitions and Interpretation

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

#### 4.1 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 authorities of V.O. Chidambaranar Port, Tuticorin or their successors and assigns, acting through its FA&CAO or any other officer so nominated by the V.O. Chidambaranar Port.
- ii. **“Project Manager”** means the person appointed by the Employer to perform the duties delegated by the Employer.
- 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 intitle to such person.
- iv. **“Bidder”** - Means the Organization(s) on whose behalf the tender response has been submitted. The Bidder is the Major Service Provider (MSP) responsible for all the services through Meity empanelled Cloud Service Providers (CSP) through the work may be executed.
- v. **“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.
- vi. **“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 intitle 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 Contract or 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 / or 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 copy right, 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 or 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 cloud site.
- (ii) **“Commencement Date”** means the 15th day after the 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 implementation of the proposed Information System.
- (v) **“Defect Liability Period”** (also referred to as the “Warranty Period”) means the period of warranty given by the Contractor commencing at date of the Operational Acceptance Certificate of the System during which the Contractor is responsible for defects with respect to the System and for remedying It at the cost and risk of the Contractor.
- (vi) **“The Post-Warranty Services Period”** means the period following the expiration of the Warranty Period during which the Contractor is obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contractor under separate contract(s).

#### 4.1.2 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.

#### 4.1.3 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, Tamil Nadu. No suit or other proceedings relating to the Contract shall be filed or taken by the Contract or in any Court of Law, except at Tuticorin.

#### 4.1.4 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.

## **4.2 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.

### **4.2.1 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.

### **4.2.2 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.

### **4.2.3 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.

### **4.2.4 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.

## **4.3 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 Sub contractors and their personnel.

#### **4.3.1 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 therefore, then the Contractor shall appoint another on replacement within fourteen (14) days of such objection.

#### **4.3.2 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.

#### **4.3.3 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.

#### **4.3.4 Contractor's Employees**

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

#### **4.3.5 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.

#### **4.3.6 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).

#### 4.3.7 Service Level Agreement (SLA) for Infrastructure & services

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

1. The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to VOCPA for the duration of this contract period of the Project.
2. Timelines specified in the above section (Work Completion Timelines and Payment Terms) shall form the Service Levels for delivery of Services specified there-in.
3. All the payments to the Bidder are linked to the compliance with the SLA metrics specified in this document.
4. The SLA are proposed to be performance based. For purposes of SLA, the definitions and terms as specified along with the following terms shall have the meanings set forth below:
5. “Uptime” shall mean the time period for which the IT Infrastructure Solution along with specified services/components with specified technical and service standards are available for users in all in-scope Applications across the VOCPA application landscape. Uptime, in percentage, of any component (Non IT and IT) can be calculated as : 
$$\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} * 100$$
6. “Downtime” shall mean the time period for which the IT Infrastructure Solution and/or specified services/components with specified technical and service standards are not available to users. This includes Servers, Routers, Firewall, Switches, all servers and any other IT and non-IT infrastructure, their subcomponents etc. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc.
7. The selected Bidder will be required to schedule ‘planned maintenance time’ with prior approval of VOCPA. This will be planned outside working time. In exceptional circumstances, VOCPA may allow the bidder to plan scheduled downtime in the working hours.
8. “Incident” refers to any event/abnormalities in the functioning of the IT Infrastructure solution and services that may lead to disruption in normal operations.
9. “Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting, and fixing) or escalating (to the second level) getting the confirmatory details about the same from the bidder and conveying the same to the end user), the services related troubles during the first level escalation.
10. Bidder should adhere for all the clauses included in the Meity guidelines and standards.
11. The SLAs have been logically segregated in the following categories:

IT Infrastructure related SLA’s

Cloud Services related SLA’s

Commencement of SLA: The SLA shall commence from implementation period itself for adherence to the implementation plan. The penalty will be deducted from the next payment milestone during the implementation period. During the O&M period, the penalty will be deducted from the quarterly payments as below:

## Service Level Agreement:

SLA Parameters: Operations and Maintenance				
Parameter	Baseline	Lower Performance	Breach	Measurement
	Metric	Metric	Metric	
Data Centre Availability				
<p>Uptime of all components at DC, (Infrastructure related) &amp; DR including but not limited to:</p> <ul style="list-style-type: none"><li>· Servers</li><li>· Storage</li><li>· Switches</li><li>· Routers</li></ul> <p>Any downtime for maintenance shall be with prior written intimation and approval of VOCPA.</p> <p>Uptime = {1 - [(Component downtime – maintenance Downtime) / (Total Time – Maintenance Downtime)]}</p>	>=99.5%	<99.5% and >=99%	<99%	Automated measurement tool (EMS) report to be submitted as part of SLA monitoring against this parameter. End-to-end loop back mechanism must be established for checking the availability of services.
Security Components Availability				
<p>Uptime of all security components for DC and BCP/DR site including but not limited to:</p> <ul style="list-style-type: none"><li>· WAF</li><li>· IPS / IDSetc.</li></ul> <p>Any downtime for maintenance</p>	>99%	< 99% to >= 98%	<98%	Automated measurement tool (EMS) report to be submitted as part of SLA monitoring against this parameter. End-to-end loop back



SLA Parameters: Operations and Maintenance				
Parameter	Baseline	Lower Performance	Breach	Measurement
	Metric	Metric	Metric	
<p>shall be with prior written intimation and approval of VOCPA.</p> <p>Uptime = {1 - [(Component downtime – maintenance Downtime) / (Total Time – Maintenance Downtime)]}</p>				<p>mechanism must be established for checking the availability of services.</p>
CPU and RAM Utilization				
<p>Peak CPU and RAM utilization for Application &amp; Database Servers at DC site.</p> <p>The number of such occurrences where in the CPU utilization is more than 80% for a sustained period of more than 4 hours except for scheduled batch processing tasks.</p>	No Breach	NA	<p>CPU utilization is more than 80% for a sustained period of more than 4 hours.</p> <p>Equal to n where n is number of such instances in the reporting period</p>	<p>Automated measurement tool (EMS) report to be submitted as part of SLA monitoring against this parameter. End-to-end loop back mechanism must be established for checking the availability of services.</p>
Helpdesk Response time				

SLA Parameters: Operations and Maintenance				
Parameter	Baseline	Lower Performance	Breach	Measurement
	Metric	Metric	Metric	
<p>Time taken for sending email response &amp; ticket assignment from the time of registering of request.</p> <p>Must be achieved within agreed timeline for resolution for at least 95% of the cases in a quarter.</p>	<=2 hrs	>2 hrs and <=8 hrs	> 8 hrs	Automated measurement tool (reports from ticket management system) report to be submitted as part of SLA monitoring against this parameter.
Resolution for Critical incident	<=2 hours	> 2 hours to <= 4 hrs	> 4 Hours	Automated measurement tool (reports from ticket management system) report to be submitted as part of SLA monitoring against this parameter.
Resolution for medium level incident	<=4 hours	> 4 hours to < = 8 hrs	> 8 Hours	Automated measurement tool (reports from ticket management system) to be developed as part of SLA monitoring tool to provide metric values against this parameter.

SLA Parameters: Operations and Maintenance				
Parameter	Baseline	Lower Performance	Breach	Measurement
	Metric	Metric	Metric	
Resolution for Low level incident	<= 1 day	>1 day to < = 3 days	> 3 Days	Automated measurement tool (reports from ticket management system) to be developed as part of SLA monitoring tool to provide metric values against this parameter.

Severity level	Severity Particulars	Service window
Critical	Outage that impacts >=1 VOCPA Services & higher management call	24*7
Medium	Outage that does not impact VOCPA SERVICES but affects department services	24*7
Low	Upgrade, shifting and preventive maintenance	7am to 7pm (Monday to Friday)

### 4.3.8 Penalty clause for DC and DR

Uptime: The percentage uptime shall be calculated on monthly basis as follows:

Availability = (Total no of Hours in month–Total Outage Hours in month) x100% (Total No of Hours in month)

Bidder should give up time guarantee of 99.5% on monthly basis for all remote locations. Incase up time falls below the guaranteed level, VOCPA will impose a penalty of 10% of the monthly amount foreach percent below the guaranteed level for the respective location.

Uptime (%)	Penalty of (%) of total monthly payment
>=99.5	0
>=98.5and < 99.5	10
97.5 and < 98.5	20
96.5 and < 97.5	30
95.5 and < 96.5	40
and < 95.5	50

### 4.4. 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.

### 4.5 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.

### 4.6. Nonwaiver

No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor 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.

### 4.7 Confidentiality:

The Contract or 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.

### 4.8 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’.

### 4.9 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.

#### **4.10 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.

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

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

#### **4.12 Operational Acceptance Tests**

The Operational Acceptance Tests (and repeats of such tests) shall be conducted by the employer 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.

#### **4.13 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 defector 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.

#### **4.14 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.

#### **4.15 Force Majeure:**

In the event of the contractor / V.O. Chidambaranar Port being prevented from fulfilling its obligation in full or in part arising out of this contract, due to any Force Majeure event like acts of God(flood, earth quake etc.)or war, civil commotion, strike, etc., the affected party shall forthwith, but in no case later

than 24 hours from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7days 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”.

#### **4.16 Delay in making the system up & running during the provisioning, maintenance, and Technical Support period – Liquidated Damages**

If the Bidder fails to render the service within the permitted resolution time or any 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 VOCPA will engage a third party to get the issue resolved or service rendered. The expenditure of VOCPA in this regard will be refunded from the Service Provider’s next bill, failing which the claim will be settled from the BG. If the issue could not be resolved by engaging a third party due to any technical issues, the contract is liable for cancellation.

Such damages will be deducted from any money due to the bidder. The payment of such damages shall not relieve the Bidder 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 VOCPA may have under the Contract.

In the event that the bidder is delayed or prevented from performing its obligations under this contract due to failure, delay or negligence on the part of VOCPA, the bidder 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 VOCPA.

#### **4.17 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.

**4.17.1** In the event of failure of mutual negotiations/discussions, the matter can be referred to the conciliation and settlement committee for deliberating the disputed issues and to explore the possibility for amicable resolution of the issues. The conciliation process shall be conducted under Part III of the Arbitration and conciliation Act 1996, following the guidelines issued by the competent authority.

**4.17.2** Any dispute which is not resolved amicably as provided under clause 4.17.1, shall be settled by arbitration, under the Arbitration and conciliation Act 1996. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third, who shall act as presiding arbitrator to be appointed by the two arbitrators appointed by the parties. The arbitration shall be invoked by one party issuing to the other a notice in writing invoking the arbitration and appointing an Arbitrator. Upon receipt of the notice, the other party shall appoint the second arbitrator. The two Arbitrators so appointed shall appoint the third Arbitrator who shall act as the ‘Presiding Arbitrator’. If the other party fails to appoint a second Arbitrator within 30(thirty) days from the receipt of the request to do so, then the Arbitrator so appointed by the first party shall adjudicate the disputes as ‘Sole Arbitrator’.

**4.17.3** The place of Arbitrators shall be in Tuticorin and the language shall be English.

**4.17.4** Any decision or award resulting from arbitration shall be final and binding upon the parties, subject to the provisions under the Arbitration and the conciliation Act, 1996.

**4.17.5** Pending decision on a dispute, difference or claim, the parties shall continue to perform all of their

obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

#### **4.18 Alterations, Additions and Omissions**

##### **4.18.1 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 provisioning/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,
- d) Execute additional provisioning/Work/service of any kind necessary for the completion of the provisioning/Works/services
- e) The flexibility to scale up/down and the ability to provision virtual machines, storage and bandwidth dynamically enable procurement of additional requirements hassle free.

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.

The infrastructure sizing given in Annexure II is used to find the total value of the contract. Based upon the usage as well as the future requirements, VOCPA may revise the sizing (scale up/scale down) in future. The payment will be limited to the actual usage /provisioning as well as services rendered during the period.

##### **4.18.2 Valuation of Variations**

All variations referred above and any additions to the Contract Price, which are required to be determined, shall be valued as per BOQ.

#### **4.19 Performance Security**

The contractor shall deposit an amount equal to 3% of the accepted tender value as Performance Security through RTGS/NEFT payment to VOCPA account (Account details given under Tender Notice) irrevocable Bank Guarantee obtained from the Nationalised/Scheduled Commercial Bank having networth of 100 crores having its branch at Tuticorin and payable at Tuticorin in the form as per specimen given in Form-XII without any modification. A letter from the Bank shall also be sent along with the Bank guarantee directly to the Employer within 15 days of placement of work order or before the commencement of work whichever is earlier. However, the Financial Adviser may relax the time limit of 15 days and extend it by further period of 10 days 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 the Earnest Money Deposit will be forfeited. The performance security will remain in force throughout the period of maintenance contract and will be refunded thereafter. The contractor shall furnish the BG towards performance security by the issuing bank directly to the port. This will not bear any interest.

**4.19.1 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.

**4.19.2 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.

**4.20 Payment**

The Contract rates shall be firm and fixed and not subject to any alteration. Payment will be made on the basis actual requirement. The requirement may be at either side.

**4.20.1 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, Work contract Tax, etc. and all amounts due to the Employer will be deducted from the amount due to the Contractor and the balance will be paid. Also, the recovery of Penalty if any will be imposed as referred in the penalty clause.

Payment will be made through RTGS/NEFT only and contractor will be required to provide information of Bank details.

**4.20.2 Payment for extended period.**

Extension for a further period of two years if required after the contract period of Three years will be on same terms and conditions at the time of extension.

**4.20.3 Payment Schedule:**

The payment is based on the actual usage of provisioning during the period.

**A. Provisioning & Services**

The payment is based on the actual usage of provisioning during the period.

Sl. No	Provisioning / Services	Activities	Payment	Documents
<b>A. Data Centre</b>				
1	One Time Installation, configuration / Setup / Deployment Charges (For Sl.no.1 & 4 of Price bid Summary)	Implementation	100 % payment after successful Implementation	Installation Certificate, Operational Acceptance
2	Infrastructure as a Service (For Sl.no.2 & 3 of Price bid Summary)	Satisfactory Provisioning including Scaling up/Down, if any.	Quarterly Payment based on lowest reading during the quarter.	Activity Report/Call list, Performance Certificate from Project Manager



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

- i. Quarterly payment to be linked with the compliance with the SLA matrix and the actual payment is made after any SLA relate deductions.
- ii. Invoice (showing Work Order ref., service description, quantity, unit price, amount, tax, total amount, etc.) for the payments along with a covering letter.
- iii. Performance Certificate from the Project Manager of VOCPA certifying satisfactory services along with the detailed activity report/supporting document(s).
- iv. Operational Acceptance certificate (as per Form- XI) for the activities/ Scaling up/Scaling down if any, duly signed and stamped by V.O. Chidambaranar Port officials.
- v. Request for release of Payment with invoice summary details
- vi. No advance payment shall be made for any activity other than those specified in the tender.
- vii. If the Bidder is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the Bidder.
- viii. VOCPA will release the payment within 30days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. VOCPA shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Bidder, when VOCPA disputes such invoice or part of it, provided that such dispute is bonafide.
- ix. For the purpose of the operation and maintenance of the entire Infrastructure other that Temporary Infrastructure for migration will be for Three years from the date of operational acceptance of the provisioning of Infrastructure and services of the system.
- x. For the Infrastructure provisioning/ delivery of the items for which the operational acceptance has been given, payment towards the operation and maintenance/provisioning/Subscription/ATS will be made from the date of operational acceptance of the respective item/service.

#### 4.21 Taxes and Duties

The basic rate (excluding all taxes and duties / 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 what so ever and the tenderer shall not been titled 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.

#### 4.22 GST and Excise Duties

GST or any other taxes can be charged at actuals at the time of invoicing by the contractor.

#### 4.23 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 Acton the gross amount of the Contractor's Bill for payment.

## 4.24 Integrity Pact

The Tenderer have to execute an “Integrity Pact” (IP) as per the format in Form XVI of this tender document. Integrity pact shall cover the tender throughout its various phases, and it would be deemed as a part of the contract. The Tenderer should sign and submit the “Integrity Pact” to be executed between the Tenderer and V.O.Chidambaranar Port along with the Tender in a separate envelope super scribing “Integrity Pact”. Tenders not accompanied with IP will be rejected.

## 4.25 Labour

### 4.25.1 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 Contractor 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.

### 4.25.2 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 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.

### 4.25.3 Indemnity

The tenderer shall indemnify V.O. Chidambaranar Port 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 facilities and goods

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

The tenderers/contract or 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 in this connection.

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employer’s Liability Act, 1938, Industrial Dispute Act, 1947, Indian Contract Act, Workmen’s Compensation Act, The Contract Labour (Regulation & Abolition) Act, 1970 etc. or statutory amendment and the modifications thereof or any other laws relating thereto, and the rules made there under from time to time.

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. Contractor will be fully responsible for any delay, damage, etc. and shall keep V.O. Chidambaranar Port

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.

#### **4.26 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 completion of the contract.

##### **4.26.1 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.

##### **4.26.2 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 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 or Agents or servants or employees of V.O. Chidambaranar Port, 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 against all claims enforceable against V.O. Chidambaranar Port or any Agents, servant or employees of V.O. Chidambaranar Port or which would be so enforceable against V.O. Chidambaranar Port where V.O. Chidambaranar Port 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 otherwise.

#### **4.27 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.

#### **4.28 Undertakings**

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 by the bidder.

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

## 5. SCOPE OF THE WORK

### 5.1 PRESENT SYSTEM IN V.O. CHIDAMBARANAR PORT

#### 5.1.1.1 INTRODUCTION

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 India's first e-Port by implementing an 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 and Hospital Management. The project also covers the integration with the Port Community System implemented by the Indian Port Association.

#### 5.1.1.2 BACKGROUND INFORMATION

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

Formulated a Steering Committee chaired by Chairman for the project.

Selected Officials from VOCPA and formed Functional working group with a Head as team lead for the core areas.

The various stages the team worked with the consultants are:

- o As-is process
- o Gap-analysis
- o Data migration
- o To-be process (BBP)
- o UAT
- o Integration Testing
- o Implementation and Maintenance.

VOCPA has implemented SAPECC6.0 with 180 SAP user Licenses. The bidder shall support the current version of ERP SAP ECC 6.0 implemented in VOCPA or any upgraded version of SAP during the contract period. The present status of the implementation of various modules and work is given below:

SI No	Particulars	Status
1	Data Centre	December 2012
2	Data Communication Network	December 2012
3	Hardware (Servers)	December 2012
3	SAP modules & Systems – FICO, PM, PS, MM, REM, HCM (Includes Payroll & Pension) DMS, BI	Live from 01 <sup>st</sup> Apr 2013
4	Port Operations System (Non-SAP)	01 <sup>st</sup> Sep 2013

### 5.1.2 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 Management (REM)

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 work flows as per DoP, Inventory Management Automatic recoupment of Stock items, Sub store management, Valuation.

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

The sub systems 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 as within their SAP systems. Certain numbers 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

### 5.1.3 Other Systems

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

#### i. Port Operations System (POS)

In the e-Port landscape, the Port Operations System implemented is E-PIS ((E-Port Information System) from Data Core Systems Ltd. It has the following subsystems: 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 the ERP application components FICO, REM& PM.

## ii. Hospital Management System (HMS)

V.O. Chidambaranar Port is having 62 bed hospital with ICU & Special ward facility for the port employees, dependents, pensioners, CISF personnel's, etc. We have 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 SAPFICO.

### 5.1.4 IT Infrastructure

#### 5.1.4.1 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



Tape Library

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**

### **5.1.4.2 Fire walls**

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

- a) Fortigate/Cyberoam

### **5.1.4.3 Mail Server**

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

### **5.1.4.4 Antivirus Servers**

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

### **5.1.4.5. Database Server**

VOCPA is currently using Oracle-11g with HP P2000 G3 Storage.

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

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

### **5.1.4.7 IT Network Infrastructure**

V.O. CHIDAMBARANAR Port 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 centre network with various locations in and around administrative office.

## **5.2 PROPOSED SOLUTION**

### **5.2.1 Cloud Hosting Scope of Work:**

The scope of work is described in serial number 1 of NIT.



### 5.2.2 Management Principles

1. The management of system shall be SLA based.
2. SLA management will take place via SLA monitoring system which will provide system generated reports on level of compliance/non-compliance against defined SLA parameters
3. System should have an Enterprise Management Solution that provides end-to-end, comprehensive, modular, and integrated management of IT infrastructure components to maximize the availability of IT services and SLA performance
4. System Management shall follow all processes as per to ISO 20000/ ITIL standards. This includes Asset Management, Configuration Management, Incident Management, Change Management, Performance Management and Capacity Management.
5. Management to have minimal overhead on the system and Management of ICT should be automated.
6. Extensive reporting to help management and administrators to take quick decisions
7. Real-time status of the system should be available at all times.
8. System Management should intelligently perform root-cause analysis to rapidly bring the system back to normal working conditions
9. It should be possible to proactively manage all the system hardware and software components maintenance and licenses throughout their life cycle.

### 5.2.3 Provisioning of the Infrastructure and services.

Provide the following cloud infrastructure & related services for hosting SAP & non-SAP applications in the cloud at DC, DR and VOCPA premises for a period of Three years:

- i. Infrastructure as a Service (IaaS) for VOCPA SAP (Production, Pre-production, Quality & Development) & Non-SAP (Production, Quality & Testing for the POS) landscapes.
- ii. Storage & Backup: Backup solution for object storage & application storage with manageable software.
- iii. N/w Services: Load balancer, Public IPs, Network device management software
- iv. Security Services: Firewall with High Availability, Anti-virus for Windows VM and Enterprise Anti-virus solution.
- v. Hosting Services: Storage management, Network device management, Backup Management, & Security monitoring.
- vi. Onsite provision of Firewall including routing facilities.
- vii. Bidder shall specify all the specifications and rates as per the Meity guidelines mentioned in the bouquet.

### 5.2.4 Infrastructure as a Service

The proposed solution should have SAP as well as non-SAP landscape.

- a. The SAP landscape consist of Production, Pre-production, Quality and Development Landscape for running ECC 6.0. The specification hardware sizing are given in Annexure II.
- b. The Non-SAP landscape is required for running the system non-SAP application, Port Operating System (POS), HMS with Web Applications with Database servers. Necessary management software should be available for the same. The specification/indicative hardware sizing are given in Annexure II.

- c. The Operating system with valid license has to be deployed for the use of VOCPA as indicted in Annexure II

### 5.2.5 Storage & Backup

Backup Solution (including storage thereof) for Server including OS, Application & database.

**Backup Policy:** Daily full backup for production with 15 days retention, incremental for non-production with 7 days retention and Weekly full backup of non-production and application VMs with 1 month retention.

Configure, schedule, monitor and manage backups of all the data including but not limited to files, images, and databases. Administration, tuning, optimization, planning, maintenance, and operations management for backup and restore; Provision capacity for backup and restore, as required Specific Snapshot

Objective—At the VOCPA request, the Service Provider shall create a full snapshot for the platform, content and related data, to be retrieved at the Component Agency's request within 24 hours upto a period to be determined by the Component Agency

### 5.2.6 Network, Security & Hosting Services

The bidder has to provide Public IP's, Antivirus, Firewall 1Gbps through put in High Availability, Domain SSL wild card, SSL VPN, Antivirus for servers & storage devices as per the BOM.

Also, the bidder has to extend the managed services for Cluster Management, Operating System Management, Security Services (Firewall, WAF, SIEM, DDoS), Cloud Infrastructure monitor, Managed Load Balancer for POS Application,

### 5.2.7 On Premises Equipment's:

The bidder have to provide one number of Firewall (300 licenses) in High Availability including subscription for 3 years in the VOCPA premises.

## 5.3 Project Management:

Selected bidder will be required to perform the following project management tasks for the assigned areas:

- i. Provide the complete technical documentations with architecture diagram.
- ii. Successful bidder shall nominate a Project manager for entire period of the contract for interacting with VOCPA Project Manager for the hosting and related activities in the DC, DR and VOCPA premises.
- iii. Prepare a service management plan for meeting the desired performance.
- iv. Planned backups should be maintained at the Primary Site DC/DR to recover from a crash/or any disaster.

## 5.4 Provisioning at Cloud:

The bidder to setup complete SAP environment (Production, Pre-production, Quality & Development) & Non-SAP (Production, Quality & Testing for the POS) and HMS on cloud to host SAP & non-SAP applications, service provider will be required to perform the following technical tasks for the assigned areas:

- i. Different VLAN's to be created to segregate front ending servers and database servers.
- ii. Storage proposed for DC, DR should support IOPs as required.
- iii. VM's provisioned should have feature of vertical auto-scalability of resources like vCPU & RAM without requiring any manual intervention or to reboot the VM, in case there is sudden traffic on the server or if the number of users increase then the VM should detect the incoming traffic and accordingly should scale their sources.
- iv. Service provider should provide firewall, load balancer & security solution to protect the VM's, Application, Database from any type of external attacks like Virus attack, DDOS attack, hacking attempt, etc.

## 5.5 Post Implementation Support:

Post implementation support will be commenced after successful Go-Live of all applications in Cloud DC & DR and after User acceptance testing. Following maintenance support is required to be provided by the successful bidder for a period of Three years.

- i. Server, Storage, Networking Devices, Security Devices, Operating System, Backup administration and day to day management & troubleshooting in case of any problem.
- ii. Complete monitoring and maintenance of DC, DR infrastructure, Cloud infrastructure, network, security, storage & backup, etc.
- iii. Provide 24x7x365 days support for the entire solution including but not limited to proposed VPC, network, security and Backup solution proposed.
- iv. Propose helpdesk system to allow VOCPA users to call or log issues via phone or ticket.
- v. Number of Phone calls, chats and tickets should be unlimited.
- vi. The Bidder has to share all the Username & Password with VOCPA authorized team.
- vii. SAP and Non-SAP software will be provided by VOCPA. The infrastructure at DC will be owned and managed by the bidder/ Service Provider. The equipment supplied by the bidder to VOCPA will be managed by the bidder till their entire contract period.
- viii. Manage IT Infrastructure implemented at VOCPA site during the entire period of contract.
- ix. Manage and maintain all Information security software, appliances and component.
- x. Security Administration, virus protection and upgrades.
- xi. Service provider shall transfer data back to VOCPA either on demand or in case of termination of contract for any reason.

## 5.6 Provisioning / Delivery / Installation Schedule:

The anticipated requirement schedule of IaaS provisioning along with related services at DC, DR and delivery & commissioning of services at VOCPA premises by the bidder. The work shall commence within 15 days from the date of issue of Letter of Workorder and complete the same within 120 days.

## 5.7 Managed Services:

### a) Server Administration and Management:

- Administrative support for user registration, User ID creation, maintaining user profiles, granting user access, authorization, user password support, and administrative support for print, file, and directory services.
- Setting up and configuring servers and applications as per configuration documents/guidelines provided by Client
- Installation/re-installation of the server operating systems and operating system utilities
- OS Administration including troubleshooting, hardening, patch/upgrades deployment, BIOS & firmware upgrade as and when required/necessary for Windows, Linux or any other OS proposed as part of this solution irrespective of whether mentioned in the RFP or for any new deployment in future.
- Ensure proper configuration of server parameters, operating systems administration, hardening and tuning
- Regular backup of servers as per the backup & restoration policies stated by Client from time to time
- Managing up time of servers as per SLAs.
- Preparation/updation of the new and existing Standard Operating Procedure (SOP) documents on servers & applications deployment and hardening

### b) Backup Services:

- The bidder must provide backup of cloud resources. The backup tool should be accessible
- To perform backup and restore management in coordination with Client's policy & procedures for backup and restore, including performance of daily, weekly, monthly, quarterly and annual backup functions (full volume and incremental) for data and software maintained on the servers and storage systems using Enterprise Backup Solution.
- Backup Policy: Daily full backup for production with 15 days retention, incremental for non-production with 7days retention and Weekly full backup of non-production and application VMs with 1 month retention.
- Backup and restoration of Operating System, application, databases, and file system etc.in accordance with defined process/procedure/policy.
- Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies
- Ensuring prompt execution of on-demand backups & restoration of volumes, files and database applications whenever required.
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
- Media management including, but not limited to, tagging, cross-referencing, storing (both on-site and off-site), logging, testing, and vaulting in fireproof cabinets if applicable.
- Generating and sharing backup reports periodically
- Periodic Restoration Testing of the Backup
- Maintenance log of backup/restoration
- Bidder must offer provision to monitor network up time of each cloud virtual machine.

### c) Network and Security Management:

- Monitoring & management of network link proposed as part of this solution at DC and DR.
- Band width utilization, latency, packet loss etc.
- Call logging and co-ordination with vendors for restoration of links if need arises.

- Redesigning of network architecture as and when required by Client
- Addressing the ongoing needs of security management including, but not limited to, monitoring of various devices/ tools such as firewall, intrusion protection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.
- Ensuring that patches/workarounds for identified vulnerabilities are patched/blocked immediately
- Ensure a well-designed access management process, ensuring security of physical and digital assets, data and network security, backup and recovery etc.
- Adding/ Changing network address translation rules of existing security policies on the firewall
- Diagnosis and resolving problems related to firewall, IDS/IPS.
- Managing configuration and security of Demilitarized Zone (DMZ)Alert/ advise Client about any possible attack/hacking of services, unauthorized access/attempt by internal or external persons, etc.

## **5.8 Reporting & Documentation**

Submit reports on a regular basis in a mutually decided format that is daily/ Weekly and monthly uptime/downtime report. Softcopy of these reports shall be delivered automatically via email at specific frequency and to the pre-decided list of recipients.

Submit information as part of periodic review as and when required by VOCPA. Following is the indicative list of reports:

### ***i. Reporting***

- a. Summary of component wise Data Centre uptime.
- b. Summary of changes in the Data Centre.
- c. Log of preventive/scheduled maintenance undertaken.
- d. Configuration Management summary report.
- e. Change Management summary report.
- f. Provide relevant reports including real time as well as past data for VOCPA to validate and SLA related penalties.
- g. Service Level Management– priority/severity wise response and resolution.
- h. Service Failure Analysis, listing out escalations and downtime/outages, if any.

### ***ii. Incident Reporting***

- a. Detection of security vulnerability with the available solutions/ workarounds for fixing.
- b. Hacker attacks, Virus attacks, unauthorized access, security threats, etc. with root cause analysis and the plan to fix the problems.
- c. Standard Operating Procedure (SOP) for DC, DR, System Documentation/User manuals have to be prepared and maintained up to date with version control.

### ***iii. Documentation***

Preparation/Updating of System Documentation of support requirements, upgrade, patching, cloning & migration in detail with version control. This will also include preparation of System document for complete infrastructure/facilities available in datacenter including Server, storage, network, network security configuration and deployments initially complete document and thereafter regular updating of the same with version controls. This documentation should be submitted as the project undergoes various stages of implementation.

The selected bidder shall document all the installation and commissioning procedures and provide the same to VOCPA within one week of the commissioning of the DC site and within one week of successful execution of DR drill for DR Site. The selected bidder shall provide manuals for configuring. The selected bidder shall be responsible for documenting configuration of all devices/equipment and keeping backup of all configuration files, so as to enable quick recovery in case of failure of devices and the documentation with files has to be shared with VOCPA.

Changes & updations if any, in the Infrastructure, Network, Connectivity, etc. the same has to be updated in the documents with version control and has to be shared.

Indicative list of documents include:

- a. Detailed Project Plan
- b. Project Management Plan
- c. Details of complete solution deployed for VOCPA in DC including but limited to all infrastructure deployed as part of Govt. Community Cloud, like IP schema, VM details, VLAN, storage LUN details, backup configuration and policies, network settings, firewall policies escalation matrix, BCP document, etc.
- d. Detailed IT infrastructure Landscape diagram

## **5.9 Training, knowledge sharing and skills development for VOCPA employees: -**

1. Identification of training needs, evaluation of knowledge transfer requirements on the software tools, technologies proposed under this contract.
2. Training on Cloud system implemented customizations & personalization. Periodical training need assessment and training to the existing users on the implemented Cloud solution as and when required.
3. Training Material should be provided which shall include the presentations used for trainings and also the required relevant documents for the topics being covered.

## **5.10 Audit & governance Requirements**

The bidder shall conduct audit by a CERT-IN empaneled agency at least once in a year & ensure compliance of Cyber Security for the infrastructure and the services provided in the Data Centre. The Audit report shall be submitted to VOCPA by the bidder.

The bidder shall compliance features to enable the Agency to monitor the provisioned resources, performance, resource utilization, and security compliance:

- a. View into the performance and availability of the cloud services being used, as well as alerts that are automatically triggered by changes in the health of those services.
- b. Event-based alerts, to provide proactive notifications of scheduled activities, such as any changes to the infrastructure powering the cloud resources.
- c. System-wide visibility into resource utilization, application performance, and operational health through proactive monitoring (collect and track metrics, collect and monitor log files, and set alarms) of the cloud resources.
- d. Logs of all user activity within an account. The recorded information should include the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the cloud service. This is required to enable security analysis, resource change tracking, and compliance auditing.

- e. Ability to discover all the provisioned resources and view the configuration of each. Notifications should be triggered each time a configuration changes, and Agencies should be given the ability to dig into the configuration history to perform incident analysis.
- f. Support the third-party auditor/ program management team/internal IT team with respect to third party audits and other requirements such as forensic investigations, SLA validation, etc.

### **5.11 Resource Management**

While the initial sizing and provisioning of the underlying Infrastructure (including the system software and bandwidth) may be carried out based on the information providing in the RFP. The bidder have to scale up or scale down the compute, memory, storage and bandwidth requirements based on the growth in the user load (Peak and non-Peak period); year on year increase to support the scalability and performance requirements of the solution and meet the SLA's.

### **5.12 Helpdesk Support from bidder**

- Bidder shall provide a single point of contact for the entire period.
- Bidder is required to create and maintain Help Desk/facilities to resolve problems and answer queries related to any issues, problems, concerns occurring in virtual private cloud including network connectivity, network security deployed in primary data center (DC), DR and its equipment supplied by the bidder.
- The helpdesk support to users shall be provided on 24x7x365 basis. The details regarding telephonic support will be carefully considered, as this will have effect on the support response to VOCPA system end-users. The Bidders response and resolution time will be the basis for end-user support time in VOCPA's service level agreements with the Bidder CSP should provide flexibility of logging incident manually via windows GUI and web interface.
- The web interface console of the incident tracking system would allow viewing, updating and closing of incident tickets
- Allow categorization on the type of incident being logged
- Provide classification to differentiate the criticality of the incident via the priority levels, severity levels and impact levels
- Provide audit logs and reports to track the updating of each incident ticket
- It should be able to log and escalate user-based requests.
- Bidder should allow ticket logging by email, chat, or telephone.

During the entire period of the contract commencing from the date of Letter of Award, any charges incurred on transport/shipping of hardware/equipment from and to the Bidder's DC, DR& VOCPA Site will be borne by the bidder. No claims will be entertained in this regard. The entire responsibility of covering for damage in transit, making good the damaged parts lie solely with the bidder.

### **5.13 Exit Management /Transition-Out-Services**

The bidder's responsibility include:

- a. Migration of the VMs, data, content and any other assets to the new environment or on alternate cloud service provider's offerings and ensuring successful deployment and running the solution on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying to industry standard media including knowledge transfer.

- b. The format of the data transmitted from the cloud service provider to the Department should leverage standard data formats (e.g., OVF, VHD...) whenever possible to ease and enhance portability.
- c. The ownership of the data generated upon usage of the system, at any point of time during the contractor expiry or termination of the contract, shall rest absolutely with VOCPA.
- d. Ensure that all the documentation required for smooth transition including configuration documents are kept up to date and this should be handed over to VOCPA on request.
- e. Ensure that the CSP does not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the VOCPA. If data is to be retained the cost for retaining the data may be obtained based on the NICS rate.
- f. Once the exit process is completed, remove the data, content and other assets from the cloud environment and destroy the VM, Content and data of the VOCPA as per stipulations and shall ensure that the data cannot be forensically recovered.

## 5.14 Changes

When cloud service provider and customer have engagement in place and system is in Production, there is always possibility of multiple changes in overall services. The changes are always bi-directional. Sometime cloud customers can raise change request, or some time cloud service providers can make changes like maintenance, upgradation and so on. This section describes overall methodology to handle change request. Change request shall be classified in two categories.

### Customer side changes

#### Description:

These are the changes raised from customer side. Such changes should be classified in following category.

Change Type Priority	Change Priority Description
Low	This type of change priority shall refer to all changes which doesn't require to do immediately within next 48 hours. This type of priority shall not have any immediate impact on system. The expected change time is subject to approval of commercial acceptance by both parties.
Medium	This type of change priority shall refer to all changes which doesn't require to do immediately within next 24 hours. This type of priority may have possible moderate impact on system which can cause service disruption. The expected change time is subject to approval of commercial acceptance by both parties.
High	This type of change priority shall refer to all change which doesn't require to do immediately within next 8 hours. This type of priority means there is high probability of service disruption and should address on priority. The expected change time is subject to approval of commercial acceptance by both parties.



<b>Change Type</b>	<b>Change Description</b>	<b>Expected completion Time</b>
Addition	<p>Addition type of change shall refer to any kind of add operation on and above of exiting services. Example of this type of change request are:</p> <ol style="list-style-type: none"> <li>Addition of compute power, storage, network, software, etc.</li> <li>Addition of user/ administrators in cloud provisioning portal.</li> <li>Addition of VPN users etc.</li> </ol>	Expected time shall refer time require to successfully complete change request. The actual time should refer in SLA document based on priority.
Deletion	<p>Addition type of change shall refer to any kind of removal operation on and from exiting services. Example of this type of change request are:</p> <p>Removal of compute power, storage, network, software etc.</p> <p>Removal of user/ administrators in cloud provisioning portal.</p> <p>Removal of VPN users etc.</p>	Expected time shall refer time require to successfully complete change request. The actual time should refer in SLA document based on priority.
Modify	<p>Addition type of change shall refer to any kind of 'modify operation on exiting services/infrastructure. Example of this type of change request are:</p> <ol style="list-style-type: none"> <li>Modifying any configuration of existing virtual machine, storage, network, software license and so on</li> <li>Update of user/administrator's information, rights etc. in cloud provisioning portal.</li> <li>Update of information, rights of VPN users etc.</li> </ol>	Expected time shall refer time require to successfully complete change request. The actual time should refer in SLA document based on priority.

### **Change Process:**

Shall refer to the process set to manage over all change management. Following change flow shall be implemented.

<b>Change Request stages</b>	<b>Change Request Description</b>	<b>Methodology</b>
Request Generated	This change phase shall refer the stage when change request is raise by customer.	Customer shall be able to raise it from the Helpdesk/ Change management portal of bidder
Change Analysis	This change phase shall refer to the stage where impact analysis if change is done. In this, it should be expected that customer has done impact analysis and aware of technical and business impact of change. As and when require bidder should guide about change impact to customer. When both are mutually agreed with it, then should proceed to next phase.	Acknowledgment form of impact analysis awareness should be provided by bidder on same helpdesk/change management portal.

Change Approval	This phase of change approval shall come after impact analysis. In this case, since both parties i.e. customer and bidder are directly involved, upon request of authorized person from customer side, it should be considered that change is approved from customer end.	bidder helpdesk/ change management portal should be authorized contacts only to raise change request.
Change Implementation	This should be the fourth stage of change implementation. In this phase, actual change shall be implemented. Based on type and priority of change, bidder should keep updating customer every 2 hours about change status.	Shall be able to this from bidder helpdesk / change management.
Change Notification/Acknowledgment	This phase of change management should be last phase. In this phase, bidder should update with all details of change done as per request including time taken. The successful acknowledgment should be given from customer to update billing if applicable.	bidder should have change closure option in Helpdesk / Change management.

Cloud service provider side changes.

#### **Description:**

Shall refer any change may be done by bidder on their own infrastructure which may impact customer service. Such changes can be due to planned maintenance, upgrade, and recycle and soon. Any change impacting customer service should be notified at- least 10 days before implementing it.

## **5.15 INCIDENT RESPONSE AND SUPPORT METHODOLOGY**

### **5.15.1 INCIDENTS**

Any event which may disrupt service shall be refer to as incident. Such incident can be classified into different categories based on their service impact. Classification of incident should be as following.

<b><u>Incident Impact Type</u></b>	<b><u>Severity</u></b>	<b><u>Incident Description</u></b>
Low	Severity3	Any incident which causes limited inconvenience or operational difficulties to the client but with 100% application functioning with minor performance issues shall be refer to as Severity 3 type of incident.
Medium	Severity2	Any incident type which causes inconvenience or operational difficulties to the users for partial functioning which leads to business impact shall be refer as Severity 2 type of incident.
Critical	Severity1	Any incident which causes business to stop operations, completely non-operation of business leading to business loss shall refer to as Severity 1 type of incident.

As incident types are classified, the priority and time to respond different types of incidents should also be defined. Standard time to respond shall be as below.

<b><u>Incident Impact Type</u></b>	<b><u>Severity</u></b>	<b><u>Time to respond</u></b>
Low	Severity3	Since this type of incidents are not business impacting, Time to respond such type of incident shall be with in business 8 hours.
Medium	Severity2	Since this type of incidents are partially impacting Business operations, time to respond such type of incident shall be with in1 hour.
Critical	Severity1	Since this type of incidents are completely impacting Business operations, time to respond such type of incident shall be within 15 minutes.

### 5.15.2 TECHNICALSUPPORT

Technical support services for cloud customers should be available from multiple communication channels. These channels can as below.

- Web Portal to log complaints
- Email communication to raise issues by sending emails.
- Phone support. Phone support can help to understand issue easily and perfectly. Language of Technical support should be English along with regional language if any applicable.

Technical support shall be provided 24\*7.

Technical support performance metric should be based on following deliverables.

<b><u>Issue Priority</u></b>	<b><u>Time to Respond</u></b>	<b><u>Time to Resolve</u></b>	<b><u>Update time</u></b>
Low	Shall refer to the time respond to customer once issue is logged. Shall be within 2 hours	Shall refer to the time resolve issue starting from time issue is logged. Shall be within 12 hours	Shall refer to the time interval at which customer is updated about issue. Customer shall be notified every 2hours.
Medium	Shall refer to the time respond to customer once issue is logged. Shall be within 1 hour.	Shall refer to the time resolve issue starting from time issue is logged. Shall be within 6 hours	Shall refer to the time interval at which customer is updated about issue. Customer shall be notified every one hour.
Critical	Shall refer to the time respond to customer once issue is logged. Shall be within 15 minutes	Shall refer to the time resolve issue starting from time issue is logged. Shall be within 2 hours	Shall refer to the time interval at which customer is updated about issue. Customer shall be notified every 30 minutes.

If the bidder fails to resolve the issues within the time schedule as referred above, contractor shall pay the penalty amount, a sum equivalent to 1% per week or part thereof, the total value of the contract subject to a maximum of 10% of the total value of contract as liquidated and ascertained damages to the port and not by way of penalty, which may also be deducted from any moneys due to the contractor.

6. FORMS

Form - I  
V.O. CHIDAMBARANAR PORT AUTHORITY  
Letter of Application

Registered Business Name Business Address

Tel.  
Fax  
E-mail

To  
The FA&CAO  
V.O. Chidambaranar Port Authority,  
Administrative Building,  
Tuticorin.

Sir,  
We hereby apply to be qualified with the V.O. Chidambaranar Port as a Bidder for the work of  
“PROVIDING CLOUD INFRASTRUCTURE AS A SERVICE & RELATED SERVICES FOR  
HOSTING SAP ECC 6.0 & NON-SAP APPLICATIONS “in TUTICORIN

1. We authorize V.O. Chidambaranar Port 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 to verify statements and information provided in this application or regarding competence and standings.
  
2. We intend to host the V.O. Chidambaranar Port SAP and Non-SAP Applications in our datacenter located at  
  
.....  
  
.....  
  
.....  
  
..... (Address of data Centre)
  
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 reserves the right to reject any application without assigning any reasons.

Sincerely

Date:

Encl.

**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>3. Legal status of the applicant (attach copies of original document defining the legal status)</p> <p>A proprietary firm</p> <p>A firm in partnership</p> <p>A limited company or Corporation</p> <p>Others</p>	
<p>4. Core area of competency</p> <p>SAP Cloud Hosting services</p> <p>Non-SAP Cloud Hosting services</p>	

5. Details of Major Products and Services offered by the Bidder	
6. Year of establishment and number of years in business (attach Notary attested copy of certificate of registration & ownership)	
7. Number of professionals available for Functional Technical	
8. Details of offices of the Bidder	
9. Has the Bidder or any constituent partner in case of partnership firm ever abandoned the awarded project before its completion? If so, given a me of the project and reasons for abandonment	
10. 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.	
11. Any other details considered relevant but not included in the above	

Signature of Authorized Signatory Date:

Place:

Seal:

### Form - III

#### FORM OF TENDER

(Note: This memorandum form as part of the Tender)

To

The FA&CAO,  
V.O. Chidambaranar Port Authority,  
Administrative Building,  
Tuticorin – 628004.

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 for the sum of Rupees ----- (Rupees-----only).

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

We undertake, if our Tender is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.

If our Tender is accepted, we will furnish a performance security in the form of Demand Draft or irrevocable bank guarantee from a Nationalized Bank to be bound in a sum equivalent to 10% of the accepted tender value including taxes towards the work approved by the employer of the contract within the time stipulated in the tender.

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.

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.

We understand and agree that you are not bound to accept the lowest or any Tender you may receive.

If our Tender is accepted, we understand and agree that we will be held fully responsible for the due performance of the Contract.

2 We have furnished Earnest Money Deposit of Rs.-----/-(Rupees -----only) If our Tender is not accepted, the Earnest Money shall be returned without interest to us on our application when intimations 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 fulfillment of the Contract.



3 We agree to execute all the Works referred to in the Tender Documents up on the Terms and Conditions contained or referred to there in and to carry out such deviations as may be ordered.

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

(IN BLOCK LETTERS)

Address

Witnesses

1. Signature :

Name :

Address :

2. Signature :

Name :

Address :

## Form - IV

### 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 twenty two (....., 2022) between

M/s. Board of Authority, V.O. Chidambaranar Port, a body corporate under Major Port Authority's Act, 2021, having its office at administrative building, V.O. Chidambaranar Port, 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, Tuticorin is desirous of the work comprising “.....”

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 fulfillment 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 Authorities of V.O. Chidambaranar port was here into affixed and the ..... thereof, has set his Hand

V.O. Chidambaranar Port

Signed and sealed by

The Contractor in the presence of

**Form – V**

**V.O. CHIDAMBARANAR PORT AUTHORITY**  
**Details of Projects implemented/support services as stipulated in MQC**  
**(For MQC (3,4&5))**

<b>(Note: Use Separate sheet for each project/support service)</b>		
Client Name		
Type of Organisation (Central/State Government / Public sector Undertaking / Public Sector Banks/Others)		
Cloud Hosting Type	Meity based Cloud Service/Public/Private	
Type of Project/work	SAP Cloud Hosting Non-SAP Cloud Hosting	
Value of the Project/ Work in INR		
Annual Billing Amount	Period:	Amount (Rs.):
Name & address of Client Contact Details Tel. Fax email		
Data Centre Location Address		
Status of the Project/ Work (Completed / Ongoing)		

Project Period	Date of Commencement
	Date of completion

Support Services if any	Support Period: From ----- To-----
Applicable MQC	
Details of documentary proof enclosed (Documents as mentioned in MQC)	

**Signature of the Authorized Signatory Date:**

**Place:**

**Seal:**

**Form – VI**

**V.O. CHIDAMBARANAR PORT AUTHORITY**  
**Details of Internet Service Provider as stipulated in MQC**  
**(For MQC (6))**

Data Centre Location:			
No. of MPLS connectivity:			
<b>MPLS Connectivity Details</b>			
	ISP1	ISP2	ISP3
Provider			
Contact Details			

**Signature of the Authorized Signatory**

**Date:**

**Place:**

**Seal:**

**Form – VII**

**V.O. CHIDAMBARANAR PORT AUTHORITY**  
**Details of Data Centre as stipulated in MQC**  
**(For MQC (7))**

<b>(Note: Use Separate sheet for each Data Centre)</b>	
Data Centre Location	
Address	
Data Centre Commissioned Date	
Type of Data Centre	Tier III /Tier IV
Data Centre Size	
Details of Power supply	
Security	
Certification Details	
No of Clients in the Data Centre	
Details of documentary proof enclosed (Documents as mentioned in MQC)	

**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 between **VOCPA** and .....dated ....., relating to the work of '**PROVIDING CLOUD INFRASTRUCTURE AS A SERVICE & RELATED CLOUD MANAGED SERVICES FOR HOSTING SAP ECC 6.0 & NON SAP APPLICATIONS**' , we hereby not if that the implementation/support activities as per the agreement for the period from.....to ..... is satisfactory.

This letter shall not relieve you of your obligations to take care of the system and the risks attached there to 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 details of Scaling up/Scaling down of Infrastructure or Service 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.
  - 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 Scaling up/Scaling down of Infrastructure or Service required to implement the change 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. Details of Infrastructure/Services: .....
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 between VOCPA and  
.....dated....., relating to the Providing Cloud Infrastructure as a  
Service & related services for hosting SAP& Non-SAP Applications, we here by 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 there to 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

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

In consideration of the Board of Authorities of V.O. Chidambaranar Port (hereinafter called as "Port") represented by its....., having agreed to exempt..... (herein after called "Contractor") from the demand, under the terms and conditions of Contract awarded with No..... on ..... made between the Board and the Contractor for “.....” (herein after called "Agreement") of Performance Security for the due fulfillment 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 2022 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.  
Tamil Nādu,  
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-MIS-COMMI-V1-21 dated. 28. 03.2022 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.  
Tamil Nadu, India.

Dear Sir,

I/We have made / proposed to make the following payments in connection with the Tender No  
EDP/GENZT-MIS-COMMI-V1-21 Dated: 28.03.2022.

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.  
Tamil Nādu, 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-MIS-COMMI-V1-21 Dated: 28.03.2022

Yours faithfully,

Signature :

Name & Designation:



**Form - XVI**

**V.O. CHIDAMBARANAR PORT AUTHORITY**

**PROFORMA OF UNDERTAKING TO EXTENT OF COMPLIANCE AS PER MEITY  
GUIDELINES**

To

The FA & CAO,  
V. O. Chidambaranar Port Authority,  
Tuticorin - 628004.  
Tamil Nādu, India.

Dear Sir,

We undertake to the extent of compliance as per the MEITY guidelines and submitted by us for the  
Tender No EDP/GENZT-MIS-COMMI-V1-21 Dated: 28.03.2022

Yours faithfully,

Signature :

Name & Designation:

**Form - XVII****V.O. Chidambaranar Port Authority  
Proforma of Pre-Contract Integrity Pact****General**

This pre-bid pre-contract Agreement (here in after called the Integrity Pact) is made on day of the month of .2022, between, on one hand, the Board of Authorities of V.O. Chidambaranar Port acting through Shri. , (Designation of the Officer), V.O. Chidambaranar Port (here in after called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. represented by Shri. , Chief Executive Officer (here in after called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successor sand permitted assigns) of the Second Part.

WHEREAS the 'BUYER/ EMPLOYER' has invited bids for the project of **“PROVIDING CLOUD INFRASTRUCTURE AS A SERVICE & RELATED CLOUD MANAGED SERVICES FOR HOSTING SAP ECC 6.0 & NON-SAP APPLICATIONS”** and the BIDDER/SELLER is submitting his bid for the project and

WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/ constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is V.O. Chidambaranar Port.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the 'BUYER/ EMPLOYER'**

1.1 The 'BUYER/EMPLOYER' under takes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS a like and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

1.3 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER

to the 'BUYER/EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/EMPLOYER' the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or in directly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further under takes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contractor for bearing to do or having done any act in relation to the obtaining or execution of the contractor any other contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the contractor any other contract with the Government.
  - 3.3 \* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 \* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 \*The BIDDER further confirm sand declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company  
whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised, or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness sand progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair mean sand illegal activities.
  - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass onto others, any information provided by the 'BUYER/EMPLOYER' as part of the business relationship, regarding plans, technical proposal sand business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the bidder's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in Bid Document) as Earnest Money, with the 'BUYER/ EMPLOYER 'through any of the following instruments:
- (i) The mode of payment or through any other instrument (to be specified in the Bid Document).
- 5.2 The Earnest Money shall be valid up to a period of 180days from the Bid Due Date.
- 5.3 In case of the successful BIDDER, a Performance Guarantee in the form of Bank Guarantee valid till 30days after the end of defect liability period will also be furnished to the 'BUYER/EMPLOYER' within 21days of Letter of Acceptance of the Bid by the 'BUYER/EMPLOYER'.
- 5.4 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the BUYER/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5 No interest shall be payable by the 'BUYER/ EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for Violations**

- 6.1 Any breach of the a fore said provisions by the BIDDER, or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the precontract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/EMPLOYER' shall not be required to assign any reason, therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/ EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(v) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of Three years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'

(vi) To recover all sums paid in violation of this Pact by BIDDER(s) to any middle man or agent or broker with a view to securing the contract.

(vii) For feature of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1(i) to (vii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitor shall have the right to access all the documents relating to the project/bidding, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER/EMPLOYER,

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER/EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 7.7 The BUYER/EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER with in 8to10weeks from the date of reference or intimation to him by the BUYER/ EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **8. Facilitation of Investigation**

In case of any allegation of violation of any provision of this pact or payment of commission, the BUYER/EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction Is the seat of the BUYER/EMPLOYER

## **10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **11. Validity**

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER/EMPLOYER and the BIDDER/SELLER, including warranty period,

Whichever is later. In case BIDDER is unsuccessful; this Integrity Pact shall expire after six months from the date of the signing of the contract.

- 11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at on\_

**BUYER/EMPLOYER**

Name of the Officer.

Department. / MINISTRY /PSU

Witness

1.

2.

**BIDDER**

CHIEF EXECUTIVE OFFICER Designation

Witness

1.

2.

\*Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER/EMPLOYER in regard to involvement of Indians of foreign bidders.

**FORM - XVIII**  
**V.O. Chidambaranar Port Authority**

**PROFORMA OF IRREVOCABLE BANK GUARANTEE TOWARDS EMD**

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

Bank Guarantee No..... Dated.....

Amount of Guarantee Rs. ....

Guarantee Cover Period from .....to .....

THIS DEED OF GUARANTEE executed at.....by..... (Name of Bank)

Having its Head/Registered Office at\_\_\_\_\_and Branch at

..... (Hereinafter called “the Bank or the Guarantor”)

which expression shall, unless it be repugnant to the subject or context thereof, include its executors, administrators, successors and assigns;

In favour of

The Board of Authorities of V.O. Chidambaranar Port (here in after called “the Lessor”), having its office at Tuticorin-628004, Tamil Nadu State, India, which expression shall, unless it be repugnant to the subject or context thereof, include its executors, administrators, successors, and assigns.

WHEREASM/s... .....a Company registered under the provisions of ..... (state the law) having its registered office and principal place of business at .....(hereinafter called “the Bidder”, which expression shall, unless it be repugnant to the subject or context thereof include its executors administrators, successors and assigns) has tendered for the “**PROVIDING CLOUD INFRASTRUCTURE AS A SERVICE & RELATED CLOUD MANAGED SERVICES FOR HOSTING SAP ECC 6.0 & NON-SAP APPLICATIONS**” in India and

WHEREAS in terms of the Bid Ref. No TENDER NO: EDP-GENZT-MIS-COMMI-V1-21 Date: .28.03.2022 hereinafter referred to as “Bid Document”) the Bidder is required to furnish to the Less or an unconditional and irrevocable Bank Guarantee for an amount of Rs. ....(Rupees .....only) as Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Earnest Money Deposit in the form of this Bank Guarantee.

**NOW THIS DEED WITNESSETH** that inconsideration of the premises, the Guarantor here by declares, undertakes and agree as follows:

1) The Guarantor as primary obligor shall, without demur, pay to the Port an amount not exceeding Rs. ..../(Rupees .....only), within 5 (Three) days of receipt of a written demand from the Employer stating that the **Earnest Money Deposit** has been forfeited in terms of **the BID Document**.

Any such demand made on us by the Employer shall be conclusive and absolute as regards the forfeiture of the Earnest Money Deposit and the amount due and pay able under this Guarantee.

2) The above payment shall be made by the Guarantor without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not.

3) This Guarantee shall remain in full force for a period of 180 days from .....(date)\*or for such extended period corresponding to the extension of the validity of the Bid submitted by the Bidder and shall continue to be enforceable until the amount demanded by the Employer under this Guarantee are paid.



- 4) In order to give full effect to this Guarantee, the Employer shall be titled to treat the Guarantor as
- 5) the principal debt or and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Bid Documents or other documents or by extension of time of performance of any obligations by the Bidder or any postponement for any time of the powers exercisable by the Employer against the Bidder or forebear or enforce any of the terms and conditions relating to noncompliance of the Bid Document by the Bidder and we shall not be relieved from our obligations by reason of any variation or extension being granted to the Bidder or forbearance or omission on the part of the Employer or any indulgence by the Employer to the Bidder to give such matter or thing what so ever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- 6) This Guarantee shall be unconditional and irrevocable and shall remain in full force and effect until all our obligations under this Guarantee are duly discharged.
- 7) The Guarantor has power to issue this Guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the powers granted to him or her.

IN WITNESS WHERE OF the Guarantor has set its hands hereunto on the day, month and year first here in above written.

Signed and Delivered by the a foresaid Guarantor) Bank by the hand of the Authorized Signatory)

Mr./Ms...[name] ).....[designation])

Bank’s Seal

\* Fill in the scheduled date of submission of Bid

**FORM - XIX**  
**INTEGRITY PACT**  
**Between**

**V. O. Chidambaranar Port Authority (VOCPA) hereinafter referred to the “The Principal” and  
 ..... hereinafter referred to as “The Bidder/Contractor”**

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

(1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles.

- a. No employee of the principal personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The principal will, during the tender process, treat all Bidders(s) with equity and reason. The principal will in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)contractor(s)**

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s)/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the principal’s employees, involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidders/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certificates, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or document provided by the principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the Guidelines on Indian Agents of Foreign suppliers” shall be disclosed by the bidder(s)/Contractor(s). Further as mentioned in the Guidelines all payments made to the Indian agent/representative have to be in Indian Rupee only.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offenses.

### **Section 3- Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the” Guidelines on Banning of business dealings”.

### **Section 4 -Compensation for damages**

- (1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in Indian that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in ”Guidelines on Banning of Business dealings”.

### **Section – 6 - Equal treatment of all Bidders/Contractors/Subcontractors**

The Bidder(s)/Contractor(s) undertakes(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

**Section 7 – Criminal charges against violating Bidder(s)/ Contractors/ Sub contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor or of an employee or a representative or an associate of a Bidder, Contractor or subcontractor which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

**Section 8 - independent External Monitor/Monitors**

- (1) The principal appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what a extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, V. O. Chidambaranar Port Authority.
- (3) The Bidder(s)/Contractors accepts the monitor has the right to access without restriction to all Project documentation of the principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub contractor(s) with confidentiality.
- (4) The principal will provide to the monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believe to notice, a violation of the agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman/VOCPA within 8 to10 weeks from the date of reference or intimation to him by the Principal and, should occasion arise, submit the proposal for the correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the VOCPA Board.
- (8) If the Monitor has reported to the Chairman/VOCPA, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman/VOCPA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.
- (9) The word “Monitor” would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract and for all other Bidders to monitor after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/determined by Chairman/VOCPA.

### **Section 10- Other provisions**

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
**(For & On behalf  
of Principal)**

**(Office Seal)**

**Place.....**

**Date .....**

**Witness 1 :**

**(Name & Address)** \_\_\_\_\_

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

**Witness 2 :**

**(Name & Address)** \_\_\_\_\_

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

\_\_\_\_\_  
**(For & On behalf of  
Bidder/Contractor)**

**(Office seal)**

## 7. ANNEXURES

### ANNEXURE - I V.O.CHIDAMBARANAR PORT AUTHORITY



## PROVIDING CLOUD INFRASTRUCTURE AS A SERVICE & RELATED CLOUD MANAGED SERVICES FOR HOSTING SAP ECC 6.0 & NON-SAP APPLICATIONS

VIDE TENDER NO: EDP-GENZT-MIS-COMMI-V1-21

DATED:28.03.2022

Minimum Qualifying Criteria Compliance Statement (in excel format) (Columns may be added for additional projects/work)

Name of the Firm						
Sl. No.	Minimum Qualifying Criteria	Description	Details			Documents Submitted with page no.
			Certificate No.	Date	Issued By	
1	MQC-1	1. Meity Certificate Details				1)
		Valid From				2)
		Valid To				3)
		2. STQC Audit Compliance Certificate Details				
		Valid From				
		Valid To				
			Rs. Lakhs			
2	MQC-2	Yr 2018-19 : Rs.				1)
		Yr 2019-20 : Rs.				2)
		Yr 2020-21 : Rs.				3)
			Project -1	Project -2	Project -3	

3	MQC-3	Name of the Project:				1)
		SAP App hosted in Cloud (Y/N)				2)
		Data Centre Location				3)
		Value of the Project: Rs.				
		Period From :				
		Period To :				
		Scope of the Project:				
		Client in India (Y/N):				
			Project -1	Project -2	Project -3	
4	MQC-4	Name of the Project:				1)
		Cloud Implementation: (Y/N)				2)
		Location of Data Centre :				3)
		Client in India (Y/N):				
		Period From:				
		Period To:				
			Project -1	Project -2	Project -3	
5	MQC-5	Name of the Project:				1)
		Hosted SAP in Cloud (Y/N):				2)
		Hosted Non-SAP in Cloud (Y/N):				3)
		Location of Data Centre :				
		Client in India (Y/N):				
		Scope of the Project:				

		Period From:				
		Period To:				
			Network Service Provider -1	Network Service Provider -2		
6	MQC-6	Name of Network Service Provider:				1)
		Address of Service Provider				2)
		MPLS Connectivity provided by the ISP in the proposed Data Centre (Y/N):				3)
			Certificate No.	Date		
7	MQC-7	Certificate under Tier III/IV details :				1)
		Valid From :				2)
		Valid To :				3)
		Issued By :				
		Uptime Institute Certificate Details :				
		Valid From :				
			Certificate No.	Date		
		SAP certification for Cloud				



8	MQC -8	Hosting from M/s. SAP				1)
		Valid From:				2)
		Valid To:				3)
			ISO 27001	ISO IEC 27017:2015	ISO: 27018	
9	MQC -9	ISO Certification Details:				1)
		Valid From:				2)
		Valid To:				3)
		Issued by:				

**BILL OF QUANTITY****ANNEXURE-II****V.O. CHIDAMBARANAR PORT AUTHORITY****PROVIDING CLOUD INFRASTRUCTURE AS A SERVICE & RELATED CLOUD MANAGED SERVICES FOR HOSTING****SAP ECC 6.0 & NON-SAP APPLICATIONS****TENDER No. EDP-GENZT-MIS-COMMI-V1-21****DATED: 28..03.2022****A. Server Details for DC and DR**

Primary Data Centre				
S. No	Description	QTY	OS	Configuration
1	SAP DB - Production	2	Linux	CPU 8 Cores / 96 GB RAM / 480 GB
2	SAP App - Production	2	Linux	CPU 8 Cores / 96 GB RAM / 480 GB
3	POS	2	Windows	CPU 8 Cores / 96 GB RAM / 480 GB
4	HMS Server	1	Windows	CPU 6 Cores / 48 GB RAM / 320 GB
5	WEB Server	1	Windows	CPU 6 Cores / 48 GB RAM / 320 GB
6	GIS APP Server	1	Windows	CPU 4 Cores / 24 GB RAM / 480 GB
7	GIS DB Server	1	Windows	CPU 4 Cores / 24 GB RAM / 480 GB
8	Portal Server (Ship handling)	1	Windows	CPU 4 Cores / 24 GB RAM / 320 GB
9	Mail Server	1	Windows	CPU 4 Cores / 24 GB RAM / 320 GB
10	Digitization Server	1	Windows	CPU 4 Cores / 24 GB RAM / 480 GB
11	SAP DB - Preproduction	1	Linux	CPU 4 Cores / 24 GB RAM / 320 GB
12	SAP App - Preproduction	1	Linux	CPU 4 Cores / 24 GB RAM / 320 GB
13	SAP QA	1	Linux	CPU 4 Cores / 24 GB RAM / 320 GB
14	SAP Dev	1	Linux	CPU 4 Cores / 24 GB RAM / 320 GB
15	POS - Test & QA	1	Windows	CPU 4 Cores / 24 GB RAM / 320 GB
16	Mail Server - Test & QA	1	Windows	CPU 2 Cores / 24 GB RAM / 320 GB
17	WEB Server - Test & QA	1	Windows	CPU 2 Cores / 24 GB RAM / 320 GB
18	UTM / Firewall	2	-	-
19	Web Application Firewall	2	-	-
20	Anti-APT	2	-	-
21	IPS/IDS	2	-	-
22	AV with HIPS	20	-	-
23	DLP	20	-	-

Primary Data Centre				
S. No	Description	QTY	OS	Configuration
24	SIEM	1	-	-
25	Backup Agent	20	-	For Virtual Machines
26	Cloud Storage (in TB) *Appx	25 TB	-	For Virtual Machines and Backup
Disaster Recovery Centre				
1	SAP DB - Production	1	Linux	CPU 4 Cores / 48 GB RAM / 480 GB
2	SAP App - Production	1	Linux	CPU 4 Cores / 48 GB RAM / 480 GB
3	POS	1	Windows	CPU 4 Cores / 48 GB RAM / 480 GB
4	HMS Server	1	Windows	CPU 4 Cores / 24 GB RAM / 320 GB
5	WEB Server	1	Windows	CPU 4 Cores / 24 GB RAM / 320 GB
6	GIS APP Server	1	Windows	CPU 2 Cores / 24 GB RAM / 480 GB
7	GIS DB Server	1	Windows	CPU 2 Cores / 24 GB RAM / 480 GB
8	Portal Server (Ship handling)	1	Windows	CPU 2 Cores / 24 GB RAM / 320 GB
9	Mail Server	1	Windows	CPU 2 Cores / 24 GB RAM / 320 GB
10	Digitization Server	1	Windows	CPU 2 Cores / 24 GB RAM / 480 GB
11	UTM / Firewall	1	-	-
12	Web Application Firewall	1	-	-
13	Anti-APT	1	-	-
14	IPS/IDS	1	-	-
15	AV with HIPS	10	-	-
16	DLP	10	-	-
17	SIEM	1	-	-
18	Backup Agent	10	-	-
19	Cloud Storage (in TB) *Appx	25 TB	-	For Virtual Machines and Backup

\*Payment will made on the actual as per rate per TB quoted in the BOQ

**ANNEXURE - III**  
**(NOT TO BE INCLUDED IN TECH BID)**  
**V.O. CHIDAMBARANAR PORT AUTHORITY**



**PROVIDING CLOUD INFRASTRUCTURE AS A SERVICE & RELATED CLOUD MANAGED SERVICES FOR HOSTING  
SAP ECC 6.0 & NON-SAP APPLICATIONS**

TENDER NO: EDP-GENZT-MIS-COMMI-V1-21

DATED:28 .03.2022

**PB I- Price Bid Summary for Infrastructure & Services in the Cloud Data Centre and DR**

Sr.No.	Item Description	Qty	One Time / Configuration/ Installation/ Set up charges (Rs.)	Recurring Charges in Rs. (Pay actual as per usage)			Total for 3 Years (Rs.)
				Year 1	Year 2	Year 3	
	<b>Infrastructure &amp; Services in the Cloud Data Centre and DR</b>						
1	One Time installation / Set up cost for cloud	<b>LS</b>					
2	Providing Cloud Setup for DC (BOM Details are furnished in Annexure II)	<b>LS</b>					
3	Providing Cloud Setup for DR (BOM Details are furnished in Annexure II)	<b>LS</b>					
4	Supply, installation, and Maintenance of Firewall with 300 users at VOC Port for High availability by bidder	<b>LS</b>					
	<b>GST in %</b>						
	<b>Grand Total</b>						

- The rate has to be quoted taking the line items listed in **Annexure II**
- Incase of scale up/ Scale Down, payment will be made as per the rate available at NICS cloud service from time to time proportionately

## ANNEXURE- IV



**V.O.CHIDAMBARANAR PORT AUTHORITY**  
**PROVIDING CLOUD INFRASTRUCTURE AS A SERVICE & RELATED CLOUD MANAGED SERVICES FOR HOSTING**  
**SAP ECC 6.0 & NON-SAP APPLICATIONS**

**TENDER NO: EDP-GENZT-MIS-COMMI-V1-21****DATED:28.03.2022****The existing Server Details at VOC Port Data Centre (for Information only)**

S.No	Description	Qty	OS	Processor	RAM	HDD	NIC	FC HBA
<b>Production Environment</b>								
1	SAP DB Node 1	1	HP Unix 11 i	RISC/EPIC	48 GB	4*300GB, 10K RPM	8 Port 1GB	4 Port 8 GB
2	SAP DB Node 2	1	HP Unix 11 i	RISC/EPIC	48 GB	4*300GB, 10K RPM	8 Port 1GB	4 Port 8 GB
3	SAP App Node 1	1	Suse Linux EntSAPrise	2 * X5650, 2.66 Ghz	44 GB	2*300GB, 10K RPM	4 Port 1GB	2 Port 4 GB
4	SAP App Node 2	1	Suse Linux EntSAPrise	2 * X5650, 2.66 Ghz	44 GB	2*300GB, 10K RPM	4 Port 1GB	2 Port 4 GB
5	POS Node 1	1	Windows 2008 R2 Std	1 * E5630, 2.53 Ghz	24 GB	2*300GB, 10K RPM	4 Port 1 Gb	2 Port 4 GB
6	POS Node 2	1	Windows 2008 R2 Std	1 * E5630, 2.53 Ghz	24 GB	2*300GB, 10K RPM	4 Port 1 Gb	2 Port 4 GB
7	HMS Server	1	Windows 2008 R2 Std	Intel Xeon CPU E3-1225 V3 @3.20GHZ	32 GB	1 TB	1 Port 1 Gb	
8	WEB Server	1	Windows 2008 R2 Std	Xeon CPU @2.66 GHZ	32 GB	1TB	1 Port 1 Gb	
9	GIS APP Server	1	Windows 2008 R2 Std	2 * E5630, 2.53 Ghz	24 GB	2*300GB, 10K RPM	4 Port 1GB	2 Port 4 GB
10	GIS DB Server	1	Windows 2008 R2 Std	2 * E5630, 2.53 Ghz	24 GB	2*300GB, 10K RPM	4 Port 1GB	2 Port 4 GB
11	Portal Server (Ship Chandling )	1	Windows 2008 R2 Std	Xeon CPU @2.66 GHZ	2 GB	80 GB	1 Port 1 Gb	
12	Mail Server	1	Windows 2008 R2 Std	2 * E5630, 2.53 Ghz	24 GB	2*300GB, 10K RPM	4 Port 1GB	2 Port 4 GB
13	Digitization Server	1	Windows 2012 or Higher	Quadcore 3 GHz server OR Intel Xeon Scalable	16 GB Min expandable upto 192 GB	2 X 8 TB SATA HDD (Min)		

Pre-Production Environment								
14	SAP DB	1	HP Unix 11 i	RISC/EPIC	48 GB	4*300GB, 10K RPM	8 Port 1GB	4 Port 8 GB
15	SAP App	1	Suse Linux EntSAPrise	2 * X5650, 2.66 Ghz	36 GB	2*300GB, 10K RPM	4 Port 1GB	2 Port 4 GB
16	SAP QA	1	Suse Linux EntSAPrise	2 * X5650, 2.66 Ghz	36 GB	2*300GB, 10K RPM	4 Port 1GB	2 Port 4 GB
17	SAP Dev	1	Suse Linux EntSAPrise	2 * X5650, 2.66 Ghz	52 GB	2*300GB, 10K RPM	4 Port 1GB	2 Port 4 GB
	Test & Development Server							
18		1	Windows 2008 R2 Std	1 * E5630, 2.53 Ghz	24 GB	2*300GB, 10K RPM	4 Port 1 Gb	2 Port 4 GB
19	Mail Server	1	Windows 2008 R2 Std	2 * E5630, 2.53 Ghz	24 GB	2*300GB, 10K RPM	4 Port 1GB	2 Port 4 GB
20	WEB Server	1	Windows 2008 R2 Std	Xeon CPU @2.66 GHZ	32 GB	1TB	1 Port 1 Gb	

**PROVIDING CLOUD INFRASTRUCTURE AS A SERVICE & RELATED CLOUD  
MANAGED SERVICES FOR HOSTING SAP ECC 6.0 & NON-SAP APPLICATIONS**

**Annexure – V**

<b>LIST OF DOCUMENTS (To be uploaded by the bidder)</b> <i>Tender No. EDP-GENZT-MIS-COMMI-V1-21 Dated:28.03.2022</i>		
<b>Sl.No</b>	<b>Description of Documents</b>	<b>Clause</b>
1	Proof of the payment details made towards EMD for Rupees Rs.6,39,840/	
2	Letter of Application (Form –I)	
3	Tenderer's Particulars (Form –II)	
4	Form of Tender (Form –III)	
5	Form of Agreement (Form – IV)	
6	Memorandum	
7	Proforma for undertaking (Illegal Method / influencing tender process) (Form XIII)	
8	Proforma for disclosure of payment (Form XIV)	
9	Proforma for undertaking (without any changes) (Form XV)	
10	Proforma for undertaking to extent of Compliance as per Meity guidelines (Form XVI)	
11	Tender document duly filled in except price schedule signed and stamped on all the pages.	
12	Copy of the certification of empanelment with Ministry of Electronics and Information Technology, GoI and STQC Audit Compliance Certificate.	MQC (1)
13	Audited financial statements (Balance Sheet & Profit and Loss account) for theyears,2018-2019,2019-20 and 2020-2021 shall been closed for verification.	MQC (2)
14	Copy of Certifications for Data Centre Tier III/IV certificate(Along with Form VII)	MQC (7)
15	Valid proof of certification from SAP for certified CSP	MQC (8)
16	Copy of ISO certificates or Assessment Certificate from duly authorized Auditing Agency for ISO 27001, ISO/IEC27017: 2015, ISO:27018 valid as on the date of bid submission.	MQC (9)
17	Proposed Solution	
18	Power of Attorney in favour of the person authorised to sign the tender document.	
19	Copy of GST/VAT Regn. certificate. Copy of TIN/PAN allotment letter Copy of MSE / MSME / having Udyog Aadhaar No Copy of Certificate of Incorporation from ROC/Copy of Partnership deed	
20	Project details (along with Form V & VI): Documentary evidence such as copies of work orders/Purchase Orders/ agreement copy and Completion Certificate for the successful technical support services related to each similar job	MQC (3,4,5& 6)
21	MQC Compliance Statement: Annexure–I	
22	Price Bid Summary in the Commercial 2 <sup>nd</sup> cover (Annexure III)	