



Tender for

**ANNUAL MAINTENANCE SUPPORT, CLOUD TO CLOUD MIGRATION & TECHNICAL
ENHANCEMENT FOR SAP APPLICATIONS**

FOR

COCHIN PORT AUTHORITY

TENDER NO: FIN/EDP/ePort/Software Support/2023 **Date:** 22.12.2023

COCHIN PORT AUTHORITY
WILLINGDON ISLAND COCHIN -682009
E-mail : directoredp@cochinport.gov.in
GSTIN: 32AAALC1134F1ZZ

SUBMITTED BY :

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1. NOTICE INVITING TENDER

**TENDER NO. : FIN/EDP/ePort/Software Support/2023
ANNUAL MAINTENANCE SUPPORT, CLOUD TO CLOUD MIGRATION & TECHNICAL
ENHANCEMENT FOR SAP APPLICATIONS**

Cochin Port Authority invites e-Tenders in two part system (Part-I Technical Bid and Part-II Price Bid) from eligible bidders in India for the work of '**ANNUAL MAINTENANCE SUPPORT, CLOUD TO CLOUD MIGRATION & TECHNICAL ENHANCEMENT FOR SAP APPLICATIONS**' of Cochin Port Authority for a period of four years extendable for one more year.

2. Bid documents can be downloaded from the eTendering portal www.tenderwizard.com/COPT on the dates specified in the Schedule of Activities given below by making online requisition & submission of Demand Draft /Banker's cheque/Pay Order drawn in favour of the FA & CAO, Cochin Port Authority /Net Banking (RTGS/NEFT) for Cost of bid document. Scanned copy of the same shall be attached with the e-tender.

Schedule of Activities		
Sl No	Schedule of Activities	Date
1	Release of NIT	22.12.2023
2	Issue of Tender Documents	22.12.2023 to 17.01.2024
2	Last date of submission of queries, if any	03.01.2024 11:00AM
4	Last Date of Submission of Tender Documents	17.01.2024 02:30 PM
3	Opening of the Technical Bid	17.01.2024 03.00 PM
4	Opening of Price Bid	Will be Intimated Later

3. Tender document is also available in Cochin Port website (www.cochinport.gov.in) as well as govt. tender website www.eprocure.gov.in.
4. The tenderer need to obtain one time User ID & password for log-in to in e-Tendering system from the service provider KEONICS by paying registration amount of Rs.1,180/- by online Payment using Credit/Debit Card/Net banking or DD in favour of "KSEDCL, Bangalore.
5. The tender shall be submitted "online" strictly in accordance with the instructions to tenderers and terms & conditions given in the tender document. The tenderer should submit scanned copy of all the required documents such as DD / Bankers Cheque/ Pay Order/UTR of Bank transfer towards the cost of bid document, EMD, other details required as per tender document etc. through the e-tendering portal.
6. The intending tenderer must have valid Class-II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature please contact e-Tender Help Desk No. 080 - 40482000 / 9746118529.

7. The scope of work includes:

- Functional & Technical shared support services for the operation & maintenance of the following for a period of four years from 01.03.2024:
 - EHP 7 for SAP ECC 6.0 applications implemented in Cochin Port having modules FICO,IM,MM,HCM (OM, PA, Time & Payroll), PS, PM, REM, ISU, BI/BW, ESS/MSS through EP, DMS & Workflow.
 - BASIS & ABAP activities for maintaining the production, quality & development systems in Cochin Port.
 - Execution / Implementation of Identified enhancements/ configuration changes/ validation & controls/ customization.
 - Minor Enhancements / Upgradation Support
 - Integration with non SAP Applications like POS (Port Operations System), HMS (Hospital Management System), etc.
 - Integration with E-Invoicing portal for invoices generated from SAP & POS.
 - Fixing of vulnerabilities as part of Audit Compliance.
- Technical upgradation to SAP EHP 8.0
- Cloud to Cloud Data Migration
- Knowledge Transfer at the end of the contract including documentation of the entire system.

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

Sl. No	Criteria
(i)	The bidder should be an authorized partner of SAP implementation & technical support services for the past five years ending 30.11.2023.
(ii)	The bidder should have an average annual turnover of Rs. 100.00 Lakhs for the last three financial years (2022-23, 2021-22 & 2020-21).
(iii)	The bidder should be minimum SEI CMMi Level 5 certified company.
(iv)	The bidder should have executed One *similar job of value not less than Rs. 266.00 Lakhs. or Two *similar jobs; each of value not less than Rs. 166.00 Lakhs or Three *similar jobs; each of value not less than Rs. 133.00 Lakhs during the last 5 years ending 30.11.2023; * Similar job(s) means successfully provided either: SAP Implementation and Functional & technical support services of the modules for at least one year; OR Functional & technical support services for at least one year; for a client in India with a minimum of 225 SAP users having SAP functional modules; FICO, MM & HCM and technical modules; BASIS, ABAP & PI.

(v)	The bidder should have executed at least two SAP implementation / support projects in Central/State Government / Public sector Undertaking / Public Sector Banks in India during the last 5 years ending 30.11.2023. Out of the above two projects, at least one should be a support project for a period of not less than one year duration.
(vi)	The bidder should have executed at least one work of SAP EHP Upgradation including the modules FICO, MM & HCM during the last 5 years ending 30.11.2023.

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

10. Earnest Money Deposit (EMD) & COST OF TENDER DOCUMENTS:

a. **Earnest Money Deposit (EMD) :** Rs. 6,65,580/- (Rupees Six Lakhs Sixty Five Thousand Five Hundred and Eighty only). Cost of tender document Rs.2,360/- (including GST).

Mode of payment of EMD and cost of tender documents:

Separate Account Payee Demand Draft / Banker's Cheque/ Payment Order in favour of 'FA&CAO, Cochin Port Authority' drawn on any Nationalised / Scheduled bank, payable at Cochin should be submitted.

Payments can also be done for EMD & Cost of Tender Documents (Separately) through RTGS/ NEFT to Cochin Port 's, State Bank of India A/C.No :10601197375, IFSC: SBIN0006367.

b. Proof of payment in original towards Earnest Money Deposit EMD and Cost of tender document shall be submitted to FA & CAO before the scheduled date and time of opening of the technical bid, failing which the bid will be rejected. In case of online payment, UTR number of the transaction should be communicated to the e-mail id of the contact person of Cochin Port as mentioned in Section 12 below, before the date and time of last date of submission of tender.

c. Scanned copy of instruments towards Earnest Money Deposit (EMD) and Cost of tender document shall also be uploaded in the e-tender portal www.tenderwizard.com/COPT, failing which the bid will be rejected.

11. Address for communication

The FA&CAO, Finance Department, Cochin Port Authority, Willingdon Island, Kochi - 682009. Ph 0484 2582662/2668600, Fax: 0484 2666512, E-mail: directoredp@cochinport.gov.in Mob: 9447246555

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

Sd/-

**FINANCIAL ADVISOR &
CHIEF ACCOUNTS OFFICER
(22.12.2023)**

2. INSTRUCTIONS TO TENDERERS

2.1 Scope of Work:

Cochin Port has implemented SAP ERP during 2009. The system was under support from May 2016 till date from authorized SAP implementation & technical support service partners. Cochin Port intends to have Technical Support contract for the SAP ERP on a shared service model from the reputed organization from the field of providing SAP implementation and maintenance activities.

This scope of work includes shared support services for the

- Functional & Technical shared support services for the operation & maintenance of the following for a period of four years from 01.03.2024:
 - SAP ECC 6.0 EHP 7.0 applications implemented in Cochin Port having modules FICO,IM,MM,HCM (OM, PA, Time & Payroll), PS, PM, REM, ISU, BI/BW, ESS/MSS through EP, DMS & Workflow.
 - BASIS & ABAP activities for maintaining the production, quality & development systems in Cochin Port
 - Execution / Implementation of Identified enhancements/ configuration changes/ validation & controls/ customization.
 - Minor Enhancements / Upgradation Support
 - Integration with non SAP Applications like POS(Port Operations System), HMS (Hospital Management System), etc.
 - Integration with E-Invoicing portal for invoices generated from SAP& POS.
 - Fixing of vulnerabilities as part of Audit Compliance.
- Technical upgradation to SAP EHP 8.0
- Cloud to Cloud Data Migration
- Knowledge Transfer at the end of the contract including documentation of the entire system.

2.2 Contents of Tender document:

Tender Document consists of:

Technical Bid

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

Price Bid

- i. Price Schedule

2.3 Tendering Process:

The bidders need to obtain the one time User ID & password for log-in to in e-Tendering portal www.tenderwizard.com/COPT from the service provider KEONICS by paying registration amount of Rs.1,180/- through online Payment using Credit/Debit Card/Net banking or DD in favour of “KSEDCL, Bangalore”.

The tender document can be down loaded from the e-tendering portal www.tenderwizard.com/COPT from 22.12.2023 to 17.01.2024. Scanned DD/ Banker’s Cheque/Pay order/UTR details towards the cost of tender document for Rs.2,360/- and EMD for Rs. 6,65,580/- should be uploaded as part of online tender submission.

Payments may also be done for EMD & Cost of Tender Documents (Separately) through RTGS/NEFT to Cochin Port’s State Bank of India A/C.No :10601197375
IFSC : SBIN0006367

In case of Offline payments, original documents for the payment of cost of Tender Documents and EMD shall be sealed in an envelope duly superscribed as "Cost of Tender Document and EMD" for " **Annual Maintenance Support, Cloud to Cloud Migration & Technical Enhancement for SAP applications.**" with tender reference number before the last date of submission of tender to the office of F.A & C.A.O. The details of online payment should be sent to directoredp@cochinport.gov.in for verification before the last date of submission of tender. Cochin Port will verify receipt of payment as referred in the UTR number, in the Cochin Port Bank account. If EMD and Cost of tender document has not reflected in the Bank account of Cochin Port within the stipulated time, the bid will be rejected.

The tender documents are also available in Port’s website www.cochinport.gov.in or Government of India (GOI) tender portal www.eprocure.gov.in.

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

The tenders shall be submitted “on line” 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 DD / Bankers Cheque / Pay Order/ UTR of Bank transfer towards the cost of tender and EMD; proof of experience, financial details, etc. along with e-tenders.

The intending bidder must have valid Class-II or III digital signature certificate to submit the bid. For further details, please contact to e-Tender Help Desk No. 080 – 40482000 / 9746118529.

The list of documents to be uploaded in the e-tender portal is attached as Annexure III. The Tender will be opened at the date and time specified therein.

2.4 Submission of Tender:

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

Bid shall be submitted under single stage two part bid:

Part I: Technical part of bid

Tender document published by Cochin Port with each page signed for acceptance of the terms and conditions. Documents related to MQC, Details of the project etc. have to be uploaded by the bidders. The details of the documents that are to be uploaded are listed in Annexure III.

Additional technical details including technical literature or other documentation, which supports and provides detailed responses to the Technical Requirements can also be upload, 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 part of the bid

The price bid shall be filled in dynamically through e-tendering 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.

In case 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 authorised to sign on behalf of the tenderer. Authorized signatory holding Power of Attorney/Letter of Authorisation along with Board Resolution shall indicate documentation for such authorisation. The person(s) signing the offer shall sign all pages of the offer except for unamended printed literature. The name and position held by each signatory must be typed or printed or sealed below the signature

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

2.6 Incomplete or part tender:

Tender must be submitted for executing all works involved and any tender for doing a portion of the work with responsibility for carrying out the remaining works by the Trustees' other contractors, will be liable for outright rejection.

2.7 Receipt of tender:

The successful bidder have to submit the original documents in full in hard copy on request of Cochin Port

2.8 Opening of tender:

The technical bids shall be opened online in the presence of representatives of the tenderers present in the office of the FA&CAO, Cochin Port at the time and date stipulated in the NIT.

The price bids shall be submitted through the e-tender portal only. No hardcopies of price bids are to be submitted by the tenderer. Notice will be given to the qualified tenderers for participating in the price bid opening electronically.

2.9 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 a/c payee cheque or ECS, 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
 - a) Sign the agreement
 - b) Furnish the Performance Security Deposit as mentioned above.

2.10 Alternate Tenders:

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

2.11 Tender Clarifications

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

2.12 Amendments:

Amendments if any, shall be part of the tender documents and will be notified in Cochin Port website. 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 Cochin Port Website regularly to ensure that the Tenderer has not missed any amendment issued by Cochin Port .

2.13 Pre-Bid: Clarification on the tender

The Tenderers are advised to examine the Tender document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed in filling the Tender documents, these shall be referred to the FA&CAO, in writing well in advance by way of mail/fax/email etc. so as to reach him before the last date of submission of queries mentioned in the tender schedule. It is to be noted that no queries seeking clarifications will be entertained after the specified last date of submission. Regardless of the statements made at the meeting, Tenderers are cautioned that Tender requirements will only be changed if the change is notified in Cochin Ports web site.

Clarifications on the pre-bid queries and amendments, if any, will be posted in Cochin Port website. Any offer having deviation from Cochin

Port s Terms & Conditions after those are frozen in the pre-bid meeting, may render the offer unacceptable to Cochin Port .

2.14 Alteration of Tender documents:

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

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

2.15 Contractual Obligation

All Tenderers who submit a Tender in response to this tender shall understand, acknowledge and agree that the Cochin Port is not obligated thereby 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 10 days from the date of issuance of the Work order whichever is earlier. The Contractor shall prepare the agreement on Kerala stamp paper for value of Rs.200/- (Rupees Two Hundred Only) in 1 (ONE) original. The duly signed original will be with the Employer and the selected Tenderer receiving the photocopy. The contract shall be valid till all contractual obligations are fulfilled. 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 Tenders. Notwithstanding the above, it is obligatory for the tenderer to keep the validity for another 90 days for which request in

writing by the FA & CAO before the expiry of the original validity period would be sufficient intimation and shall be acknowledged by the tenderer.

2.19 Exit Clause

Cochin Port 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 Cochin Port 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 Trustees, Port of Cochin 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:

Cochin 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:

2.23.1 Evaluation Process

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

Tenderers must remain available during the evaluation period to respond to requests for clarifications, if any. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted. If Tenderer receives a request for clarification, he shall provide a written response to the Cochin

Port within the time frame specified therein. Failure to respond within this timeframe may render the tender liable for rejection.

Cochin Port will conduct an exercise of verification of information provided by the Tenderer. During such exercise, if the ground realities are found to be inconsistent with claims made by the Tenderer, or in case, discrepancies are found in the information submitted, the Tender will be rejected. Cochin Port will not enter into any correspondence with the tenderer except to seek clarification when necessary. The decision of the Cochin Port to accept or reject any tender will be final.

Cochin 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.

2.23.2 Minimum Qualifying Criteria.

Sl. No	Criteria	Document/Proof to be submitted
(i)	The bidder should be an authorized partner of SAP implementation & technical support services for the past five years ending 30.11.2023.	Valid Proof of authorization partner from SAP.
(ii)	The bidder should have an average annual turnover of Rs. 100.00 Lakhs for the last three financial years (2020-21, 2021-22 & 2022-23).	Audited financial statements (Balance Sheet & Profit and Loss account) for the years, 2020-21, 2021-22 and 2022-23 shall be enclosed for verification.
(iii)	The bidder should be minimum SEI CMMi Level 5 certified company.	Copy of the certification valid as on date
(iv)	The bidder should have executed One *similar job of value not less than Rs. 266.00 Lakhs. or Two *similar jobs; each of value not less than Rs. 166.00 Lakhs or Three *similar jobs; each of value not less than Rs. 133.00 Lakhs	i. Project details in Form V for each similar job. ii. Documentary evidence such as copies of work orders / Purchase Orders / agreement. iii. Client Certificate for the implementation / successful support services related to each similar job(s).

	<p>during the last 5 years ending 30.11.2023; * Similar job(s) means successfully provided either: SAP Implementation and Functional & technical support services of the modules for at least one year; OR Functional & technical support services for at least one year; for a client in India with a minimum of 225 SAP users having SAP functional modules; FICO, MM & HCM and technical modules; BASIS, ABAP & PI.</p>	
(v)	<p>The bidder should have executed at least two SAP implementation / support projects in Central/State Government / Public sector Undertaking / Public Sector Banks in India during the last 5 years ending 30.11.2023. Out of the above two projects, at least one should be a support project for a period of not less than one year duration.</p>	<p>i. Project details in Form V for each similar job. ii. Documentary evidence such as copies of work orders / Purchase Orders / agreement iii. Client Certificate for the successful implementation/ support services related to each similar job(s).</p>
(vi)	<p>The bidder should have executed at least one work of SAP EHP Upgradation including the modules FICO, MM & HCM during the last 5 years ending 30.11.2023.</p>	<p>i. Project details in Form V. ii. Documentary evidence such as copies of work orders / Purchase Orders / agreement iii. Client Certificate for the successful Upgradation.</p>

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

2.23.3 Technical Evaluation

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

2.23.4 Price Bid

- i. The Contract Price (and payment schedule) is linked to the service rendered by the successful bidder.
- ii. The Contractor’s attention is drawn to the Conditions of Contract and Technical Requirements etc. which are to be read in conjunction with the services rendered by the successful bidder.
- iii. It is assumed that Bidders shall have read the Technical support requirements and other sections of the Bid Documents to ascertain the

- full scope of the requirements associated with all areas prior to filling in the rates and prices.
- iv. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in the Bid Documents.
 - v. If Bidders are unclear or uncertain as to the scope of any area / line item, they shall seek clarification in accordance with the Instructions to Bidders in the Bidding Documents prior to submitting their bid.
 - vi. The quoted rates and prices shall be comprehensive and shall be deemed to cover the full scope of the Requirements complete in all respect, as well as overhead, profit and shall include all incidental and contingent expenses and risks of every kind necessary to complete and maintain the whole of the works in accordance with the Contract.
 - vii. Prices shall be fixed and firm for the duration of the Contract. No price variation/ adjustment or any other escalation will be entertained. The basic rate quoted in the tender shall hold good and shall be binding on the tenderer, notwithstanding any increase in the prices of services, materials and labour or in the freights or levy of other charges whatsoever and the tenderer shall not be entitled to claim any increase over the rates quoted by him during the period of currency of the contract except taxes and duties as introduced / modified by Govt. from time to time.
 - viii. Prices shall be quoted in Indian Rupee to a maximum of two significant places of decimals.
 - ix. The tenderer shall be entirely responsible for payment of all taxes, duties and other such levies arising out of this contract. Cochin Port will not issue any Sales Tax Declaration Forms.
 - x. Deduction shall be made from payments to the tenderer towards Income Tax/Work Contract tax, if applicable, as per the law and rules of the Government in force at the time of payment(s).
 - xi. The bidder shall submit the price bid only through the e-tender portal.
 - xii. The NPV value @10% will be considered for evaluating the bids.

2.23.5 Price Bid Evaluation

The Price Bid (Annexure I) components are:

Schedule I - Maintenance Support Charges

A. Fixed Charges

The bidder has to quote the lumpsum charges per quarter for the line items A1.

In case of SAP incident support (Price Schedule-I, A1), the bidder has to quote for resolution of 40 incidents per quarter. If the number of resolved incidents in any quarter is less than 40, the payment will be made lumpsum as quoted in the pricesschedule I,A1.

The bidder has to quote for the E-Invoicing support charges (Price Schedule I, A2) on yearly basis. However the payment of the same will be made on yearly basis as per the actual invoices to the successful bidder.

B. Variable Charges

For the additional incident support (Price Schedule I, B1), the bidder has to quote the charges for resolution of one incident. For evaluation purpose, the number of additional incidents is taken as 15 number per quarter. However, the payment is made at the actual per quarter for the additional number of incidents over and above 40, if any.

For the Offsite Manday Charges for Change Request (Price Schedule I, B2), the bidder has to quote the charges for one manday effort in resolving the change request. For evaluation purpose, the number of man days per quarter is taken as 18. However, the payment is made at actuals for the man days as per the effected change orders in the respective quarter.

The bidder has to quote manday charges for the onsite support (Price Schedule I, B.3). For evaluation purpose, the number of man days per year is taken as 20. However, the payment is made at actuals for the man days in the respective quarter.

Schedule II - One Time Charges

A. Technical Upgradation Charges

The bidder has to quote the lumpsum charges for the work with respect to the line items A.1, A.2 & A.3.

B. Data Migration

The bidder has to quote the lumpsum charges for the work with respect to the line items A.1, A.2 & A.3.

B. Knowledge Transfer

The bidder has to quote the lumpsum charges for the line item B.1. The payment is made at the end of the contract and if not continuing by the successful bidder.

3. MEMORANDUM

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

- a) Name of the Work : ANNUAL MAINTENANCE SUPPORT,
CLOUD TO CLOUD MIGRATION & TECHNICAL
ENHANCEMENT FOR SAP APPLICATIONS
- b) General Description : Functional & Technical shared support
services for the operation & maintenance of
SAP Applications for a period of Four years
from 01.03.2024;
- Technical upgradation to SAP EHP 8.0;
- Data Migration.**
Recommendations on the sizing and
specification for the cloud infrastructure
including DR and network infrastructure
from the existing Cloud Data Centre to new
cloud data centre;
- OS, Database & Application Migration of SAP
ECC 6.0 to the Cloud including Integration
components for the non SAP application of
POS & HMS;
- Knowledge Transfer at the end of the contract
including documentation of the entire system.
- c) Earnest Money : Rs. 6,65,580/- (Rupees Six Lakhs Sixty
Five Thousand Five Hundred and Eighty only)
- c) Period of Support : For a period of four years from the date of
entering into the contract

- e) Performance Security : 10% of the accepted value including taxes of tender for the project implementation and warranty

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 hereby 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 Trustee, Cochin Port Authority, Cochin or their successors and assigns, acting through its FA&CAO or any other officer so nominated by the Cochin Port Authority .

- (ii) **“Project Manager”** means the person appointed by the Employer to perform the duties delegated by the Employer, Sr. Deputy Director(EDP), Cochin Port Authority.
 - (iii) **“Contractor”** means the person(s), firms or company (ies) whose Tender to perform the Contract has been accepted by the Employer and is named as such in the Contract/ Agreement and the legal successors in title to such person.
 - (iv) **“Contractor’s Representative”** means any person nominated by the Contractor and named as such in the Contract /Agreement and approved by the Employer to perform the duties delegated by the Contractor.
 - (v) **“Subcontractor,”** including vendors, means any person to whom any of the obligations of the Contractor, including preparation of any design or supply of any Information Technologies or other Goods or Services, is subcontracted directly or indirectly by the Contractor with the consent of the Employer and the legal successors in title to such person.
- (c) Scope**
- (i) **“Information System,”** also called “the **System,**” means all the Information Technologies, Materials, and other Goods to be supplied, installed, integrated, and made operational, together with the Services to be carried out by the Contractor under the Contract.
 - (ii) **“Subsystem”** means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.
 - (iii) **“Information Technologies”** means all information processing and communications-related hardware, Software, cables, supplies, and consumable items that the Contractor is required to supply and install under the Contract.
 - (iv) **“Goods”** means all hardware, cables, software, tools, equipment, machinery, and / or other materials, and other tangible or intangible items that the Contractor is required to supply or supply and install under the Contract.
 - (v) **“Services”** means all technical, logistical, management, and any other Services to be provided by the Contractor under the Contract to supply, install, customize, integrate, and make operational the System.
 - (vi) **“Project Plan”** means the document to be developed by the Contractor and approved by the Employer, based on the requirements of the Contract and the Preliminary Project Plan included in the Contractor’s Tender. The “Agreed and Finalized Project Plan” is the version of the Project Plan approved by the Employer. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

- (vii) **“Software”** means that part of the System, which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.
 - (viii) **“System Software”** means Software that provides the operating and management instructions for the underlying hardware and other components.
 - (ix) **“Application Software”** means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System.
 - (x) **“Standard Software”** means Software purchased off the shelf or standard products of software vendors, which provides specific functionalities.
 - (xi) **“Custom Software”** means Software specifically developed under this Contract to meet the Technical Specifications described in this Contract.
 - (xii) **“Source Code”** means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Application / Custom Software).
 - (xiii) **“Materials”** means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Employer under the Contract.
 - (xiv) **“Intellectual Property Rights”** means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future.
 - (xv) **“Works”** means the development and implementation of Port Operations Management System and the related Works or either of them as appropriate.
- (d) Activities**
- (i) **“Delivery”** means the transfer of the Goods/ submission of deliverables from the Contractor to the Employer.
 - (ii) **“Installation”** means that the System or a Subsystem as specified in the Contract is ready for Commissioning.
 - (iii) **“Pre-commissioning”** means the testing, checking, and any other required activity that are to be carried out by the Contractor in preparation for Commissioning of the System.
 - (iv) **“Commissioning”** means operation of the System or any Subsystem by the Contractor following Installation, which

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

- (v) **“Operational Acceptance Tests”** means the tests specified in the Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed and Finalized Project Plan.
 - (vi) **“Operational Acceptance”** means the acceptance by the Employer of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts).
- (e) Place and time**
- (i) **“Project Site(s)”** means the place(s) for the supply and installation of the System at Cochin Port Offices and Docks & CoPA’s Cloud service provider’s site.
 - (ii) **“Commencement Date”** means the 15th day of issue of work order.
 - (iii) **“Time for Completion”** means the time for completing the execution and complying with and fulfilling the requirements on Completion of the Works or as extended calculated from the Commencement Date.
 - (iv) **“Contract Period”** is the time period during which this Contract governs the relations and obligations of the Employer and Contractor in relation to the 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 Contract or 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 Cochin, Kerala. No suit or other proceedings relating to the Contract shall be filed or taken by the Contractor in any Court of Law, except at Cochin.

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 Subcontractors 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 therein 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). Changes if any with the officials have to be communicated and the revised SLA has to be executed based on the changes.

4.3.7 Service Level Agreement (SLA)

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

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 Non waiver

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

4.7 Confidentiality:

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

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 Scope of the Work

Cochin Port has implemented SAP ERP during 2009. Cochin Port is intended to have Annual Technical Support contract for the SAP ERP on a shared service model from the reputed organization from the field of providing SAP implementation and maintenance activities.

This scope of work includes:

- Functional & Technical shared support services for the operation & maintenance of the following for a period of four years from 01.03.2024:
 - SAP ECC 6.0 applications implemented in Cochin Port having modules FICO,IM,MM,HCM (OM, PA, Time & Payroll), PS, PM, REM, ISU, BI/BW, ESS/MSS through EP, DMS & Workflow.
 - BASIS & ABAP activities for maintaining the production, quality & development systems in Cochin Port
 - Execution / Implementation of Identified enhancements/ configuration changes/ validation & controls/ customization.
 - Minor Enhancements / Upgradation Support
 - Integration with non SAP Applications like POS(Port Operations System), HMS (Hospital Management System), etc.
 - Integration with E-Invoicing portal for invoices generated from SAP& POS
 - Fixing of vulnerabilities as part of Audit Compliance.
- Technical upgradation to SAP EHP 8.0
- Cloud to Cloud Migration
- Knowledge Transfer at the end of the contract including documentation of the entire system.

4.12 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.

4.13 Operational Acceptance Tests

The Operational Acceptance Tests (and repeats of such tests) with respect to Change Requests shall be the primary responsibility of the Employer, but shall be conducted with the full cooperation of the Contractor during Commissioning of the System, to ascertain whether the System conforms

to the Technical Requirements and meets the standard of performance quoted in the Contractor's Tender, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/or the Agreed and Finalized Project Plan.

4.14 Issue of Operational Acceptance Certificate

The Project Manager shall issue an Operational Acceptance Certificate in the specific format or notify the Contractor in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests

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

4.15 Failure to Achieve Operational Acceptance

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

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

4.16 Force Majeure :

In the event of the contractor / Cochin 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, earthquake etc.) or war, civil commotion, strike etc, the affected party shall forthwith, but in no case later than 24 hrs from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of "Force Majeure".

4.17 Delay in making the system up & running during Technical Support period - Liquidated Damages

If the Contractor fails to render the service within the permitted resolution time or any extension of the time for resolving the issues/delivery of the service, or fails to perform the service, then liquidated damages @1% of the annual rate per week or part thereof of

the item as per the contract, will be applicable subject to a limit of 10% of the contract value of the item/work, beyond which the employer will engage a third party to get the issue resolved or service rendered. The expenditure of the employer in this regard will be refunded from the contractor's next bill, failing which the claim will be settle from the BG.

Such damages will be deducted from any money due to the contractor. The payment of such damages shall not relieve the contractor of his obligations to complete the works/services or from any other of his obligations or liabilities under this contract. This shall not limit, however, any other rights or remedies the Employer may have under the Contract.

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

4.18 Resolution of disputes:

In the event of any dispute in the interpretation of any of the clauses of this Agreement, it is hereby agreed to settle the dispute amicably by mutual discussions/negotiations. In the event of failure of mutual negotiations/discussions, the matter can be referred to Arbitration as provided here in below.

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

4.19 Alterations, Additions and Omissions

4.19.1 Variations

The Project Manager shall make any variation of the form, quality or quantity of the Works/Service or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his

opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- a) Increase or decrease the quantity of any work/service included in the Contract,
- b) Omit any such work/service (partially or fully),
- c) Change the character or quality or kind of any such work/service,
- e) Execute additional Work/service of any kind necessary for the completion of the Works/services,

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

4.19.2 Valuation of Variations

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

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

4.20 Performance Security

Within 15 days from the date of issue of the letter of intent/ work order, or before the commencement of work whichever is earlier, the successful Tenderer shall deposit 10% of the accepted value of Tender including taxes towards Performance Security in the form of Demand Draft or irrevocable Bank Guarantee from a nationalized bank as per the specimen given in Form- XII without any modifications.

However, the Employer may relax the time limit of 10 days and extend it by further period as deemed fit in extraordinary circumstances for the reasons recorded by him. If the Performance Security is not deposited in time as prescribed above, the work order shall stand cancelled automatically and Earnest Money Deposit will be forfeited. The

Performance Security will remain in force throughout the period of contract and will be refunded thereafter.

4.20.1 Period of Validity of Performance Security

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

4.21 Claims under Performance Security

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

4.22 Payment

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

4.22.1 Terms of Payment:

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

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

All statutory levies such as IT, GST, Work contract Tax, Service 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. Payment will be made through RTGS as far as possible and contractor will be required to provide information of Bank details.

4.22.2 Payment for extended period.

Extension, if required after the contract period of four years will be on mutually agreed terms and conditions at the time of extension.

4.22.3 Payment Schedule:

A. Incidents support & CR Implementation Charges

Sl. No	Services	Activities to be completed	Payment on submission of invoices	Documents
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1	SAP Incident Support & CR implementation	Satisfactory Incident resolution & CR Implementation support during the quarter	Quarterly	Incident resolution report & Operational Acceptance Certificate for the CRs implemented. Quarterly Performance certificate by the Project Manager.
2	Onsite support	Onsite visits made during the quarter	At the end of every Quarter	Details of onsite visit conducted in the case of onsite support if any. Recommendation from the Project Manager.

B. Software: Supply, Installation & Licenses

Sl. No	Services	Activities to be completed	Payment on submission of invoices	Documents
1	Supply of Software & Licenses	On delivery of Software & Licenses.	80%	Software License Agreement. OEM Certificate / Assurance Letter for back to back support.
2	Software Installation	Successful Installation, Configuration	Balance 20%	Installation Certificate. Certificate from the Project Manager

C. ATS / Software License

Sl. No	Services	Activities to be completed	Payment on submission of invoices	Documents
1	Annual Technical Support / Software License		100%. Yearly Advance	Letter from OEM for back to back support.

D. Cloud to Cloud Migration of OS, DB & Application

Sl. No	Services	Activities to be completed	Payment on submission of invoices	Documents
1	OS, DB & Application available in Development & Quality Environment	Successfully implementation of Application in Development & Quality	60%	Certificate from Project Manager.
2	OS, DB & Application available in Production Environment	Go-Live	30%	Certificate from Project Manager.
3	Post Go-Live support	Successful Completion of Post Go-Live support	10%	Operational Acceptance by the Project Manager.

E. SAP ECC6 EHP Enhancement/ Technical upgradation to SAP EHP 8.0

Sl. No	Services	Activities to be completed	Payment on submission of invoices	Documents
1	New Version available in Development & Quality Environment	Successfully implementation of Application in Development & Quality	60%	Certificate from Project Manager.
2	New Version available in Production Environment	Go-Live	30%	Certificate from Project Manager.
3	Post Go-Live support	Successful Completion of Post Go-Live support	10%	Operational Acceptance by the Project Manager. Defects Liability Certificate from Project Manger.

F. Knowledge Transfer

Sl. No	Services	Activities to be completed	Payment on submission of invoices	Documents
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1	Knowledge Transfer	Knowledge Transfer	100%	Handing over / Taking over including documentations. Recommendation from the Project Manager.
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The following documents shall be submitted by the Contractor to the Project Manager at each stage of payment as applicable.

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

4.23 Taxes and Duties

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

4.24 GST and Excise Duties

GST or any other taxes in respect of this Contract shall be payable by the Contractor and the Cochin Port shall not entertain any claim whatsoever in this respect. GST or any other taxes can be charged at actuals at the time of invoicing by the contractor.

4.25 Income Tax

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

4.26 Service Tax

Service Tax as per the rates ruling at the time of raising of bills shall be applicable.

4.27 Labour

4.27.1 Independent Contractor

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

4.27.2 Engagement of Staff and Labour

The Contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The tenderer is also required to have their own transport for movement of their men and material inside/outside the port premises. Cochin Port 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.

4.27.3 Indemnity

The tenderer shall indemnify Cochin 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
- Cochin Port 's facilities and goods

4.27.4 Compliance of relevant Acts, Ordinances etc.

The tenderers/contractor will strictly adhere to all rules and regulations as laid down by the Govt. of India, State Government Authority, Local Authority, Statutory Bodies and Cochin Port in this connection.

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

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

4.28 Care of the Works

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

4.28.1 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.

4.28.2 Damage & loss to private property & injury to workmen

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

4.29 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.

4.30 Under takings

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

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

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

4.31 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 Cochin Port along with the Tender in a separate envelope super scribing “Integrity Pact”. Tenders not accompanied with IP will be rejected.

The IP would be implemented through the following Independent External Monitor (IEM) for this tender.

Shri. M.J. Joseph, ICAS (Retd.)
37, Da Costa Square, 3rdcross, Cooke Town,
Bangalore -560084
Email: joseph.iem@cochinport.gov.in

The Integrity Pact duly signed shall be placed in **Inner Cover III**, Technical Bid.

5. SCOPE OF THE WORK

5.1 IMPLEMENTED SYSTEMS IN COCHINPORT

5.1.1 INTRODUCTION

Cochin Port is an ISO: 9001-2008 certified port complying with all ISPS and MARPOL regulations offering round the clock navigation throughout the year. Cochin Port, one of Major Ports of India has implemented India’s first e-Port by implementing and 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. Cochin 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.

5.1.2 Information Technology

Cochin Port implemented e-Port consisting of SAP ECC 6.0 with 280 SAP Licences, 500 ESS & 50 MSS user licences during 2009 in the cochin port’s data centre. During 2020, SAP ECC 6.0 EHP 7 along with non SAP application (Port Operations System) was hosted in the Cloud Infrastructure.

The current SAP suite on HANA landscape consist of Production , Quality and Development Environment. Two numbers of managed MPLS connectivity each of 12 Mbps (wired) bandwidth for the connectivity between the Cloud Service Provider (CSP) Data Centre and CoPA Data Centre in the Fifth floor of Administrative Building, Willingdon Island, Cochin.

SAP Land scape (SoH)				
i) Production Landscape (SoH)		Host Name	Name of the Server	Operating System
1	PRD_ECC - HANA DB	Coptsapph1	HANA PRD DB (PH1)	SUSE Linux SP4 Enterprise Server 15
2	PRD_ECC - HANA DB HA	coptsapph2	HANA PRD DB (PH2)	SUSE Linux SP4 Enterprise Server 15
3	PRD_ECC - APP1	coptsappe1	SOH EHP7_PRD(coptsappe1)	SUSE Linux SP4 Enterprise Server 15
4	PRD_ECC - APP2	coptsappe2	SOH EHP7_PRD(coptsappe2)	SUSE Linux SP4 Enterprise Server 15
5	PRD_BI - APP+DB	coptsappb1	BI Production(coptsappb1) on NW 7.4	SUSE Linux SP4 Enterprise Server 15
6	PRD_BI - APP+DB	coptsappb2	BI Production(coptsappb2) on NW 7.4	SUSE Linux SP4 Enterprise Server 15
7	PRD_EP - APP+DB	coptsappp1	EP Production(coptsappp1) on NW 7.4	SUSE Linux SP4 Enterprise Server 15
8	PRD_EP - APP+DB	coptsappp2	EP Production(coptsappp2) on NW 7.4	SUSE Linux SP4 Enterprise Server 15
9	PRD_PI - APP+DB	coptsappx1	EP Production(coptsappx1) on NW 7.4	SUSE Linux SP4 Enterprise Server 15
10	PRD_PI - APP+DB	coptsappx2	EP Production(coptsappx2) on NW 7.4	SUSE Linux SP4 Enterprise Server 15

11	PRD_DMS	coptsapcsp	DMS Production	Windows Server @2012 R2
12	SOLMAN (ABAP+JAVA)	Coptsolman	Solution Manager	SUSE Linux SP4 Enterprise Server 15
13	PRD_WebDis	coptsapwdp	WebDispatcher Production	SUSE Linux SP4 Enterprise Server 15
ii) Quality Landscape (SoH)				
14	QAS+DEV ECC - HANA DB	coptsapdh1	DEV & QAS HANA DB	SUSE Linux SP4 Enterprise Server 15
15	QAS_ECC - APP	coptsapqe1	SOH Quality	SUSE Linux SP4 Enterprise Server 15
16	QAS_BI - APP+DB	coptsapqb1	BI Quality on NW 7.4	SUSE Linux SP4 Enterprise Server 15
17	QAS_EP - APP+DB	coptsapqp1	EP Quality on NW 7.4	SUSE Linux SP4 Enterprise Server 15
18	QAS_PI - APP+DB	coptsapqx1	PI Quality on NW 7.4	SUSE Linux SP4 Enterprise Server 15
19	QAS_WebDis	coptsapwdq	WebDispatcher Quality	SUSE Linux SP4 Enterprise Server 15
iii) Development Landscape (SoH)				
20	DEV_ECC - APP	Coptsapde1	SOH Development	SUSE Linux SP4 Enterprise Server 15
21	DEV_BI - APP+DB	coptsapdb1	BI Development on NW 7.4	SUSE Linux SP4 Enterprise Server 15
22	DEV_EP - APP+DB	coptsapdp1	EP Development on NW 7.4	SUSE Linux SP4 Enterprise Server 15
23	DEV_PI - APP+DB	coptsapdx1	PI Development on NW 7.4	SUSE Linux SP4 Enterprise Server 15
24	DEV_DMS	coptsapcsd	DMS Development	Windows Server @2012 R2

5.1.3 SAP-Modules implemented

i. Finance and Controlling (FICO)

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

ii. Project Systems (PS)

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

iii. Plant Maintenance (PM)

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

iv. Industry Specific Utilities (ISU)

The subsystems are: Device Management, Billing / Invoicing, Energy data management, Customer Service for Water Supply & Electricity distribution for domestic & industrial consumers in the W/Island area.

v. Real Estate Management (REM)

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

vi. Material Management (MM)

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

vii. Human Capital Management (HCM)

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

viii. Document Management System (DMS)

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

ix. 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

x. Enterprise Portal (EP)

Portal through which the Port transacts business through the internet. The contents will update direct from database and based on the internal / external processes.

5.1.4 Other Systems

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

i. Port Operations System (POS)

In the e-Port landscape, the Port Operations System implemented is PortKonnnect from M/s Navayuga Infotech Ltd. It has the following sub systems: Marine, Cargo, Finance integrated with PCS and SAP application components FICO, REM & PM.

ii. Hospital Management System (HMS)

Cochin Port is having a 110 bed hospital with ICU & Special ward facility for the port employees, dependents, pensioners, CISF personnels, 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 SAP FICO.

iii. Geographical Information System (Web GIS)

Web GIS application developed using open-source based on a client-server model is integrated with the Cochin Port website for displaying vacant plots. The data from SAP –REM module is used for identification of plots, leasing and licensing application has functionalities of plotting of layers including Land, Plot, Building, landmarks, etc.

5.1.6 COCHIN PORT SAP SUPPORT TEAM

The EDP division of the Cochin Port is entrusted with the upkeep and maintenance of the complete ERP solutions with the support and consultation of the Functional Working Group Heads for various modules.

5.2 SCOPE OF THE WORK

The Scope of the work includes:

- Functional & Technical shared support services for the operation & maintenance of the following for a period of four years from 01.03.2024:
 - SAP ECC 6.0 applications implemented in Cochin Port having modules FICO,IM,MM,HCM (OM, PA, Time & Payroll), PS, PM, REM, ISU, BI/BW, ESS/MSS through EP, DMS & Workflow.
 - BASIS & ABAP activities for maintaining the production, quality & development systems in Cochin Port
 - Execution / Implementation of Identified enhancements/ configuration changes/ validation & controls/ customization.
 - Minor Enhancements / Upgradation Support/ Data Migration Support
 - Integration with non SAP Applications like POS(Port Operations System), HMS (Hospital Management System), etc.
 - Integration with E-Invoicing portal for invoices generated from SAP& POS
 - Client copying (Production to Quality and Development) at the end of every financial year
 - Fixing of vulnerabilities as part of Audit Compliance.
- Technical upgradation to SAP EHP 8.0
- **Data Migration to the data centre of another cloud service provider**

Recommendations on the sizing and specification for the cloud infrastructure including DR and network infrastructure at the present CSP data centre to another CSP data centre for stable and secure connectivity from the port datacenter to the cloud.

OS, Database & Application Migration of SAP ECC 6.0 EHP 8.0 to the new Cloud environment including Integration components for the non SAP application of POS & HMS.

- Knowledge Transfer at the end of the contract including documentation of the entire system.

5.2.1 Functional & Technical shared support services

5.2.1.1 Support Areas and brief activities.

- i. Functional support for the Operation & Maintenance including customization, development, testing and implementation of new processes & process improvements of the following SAP ECC 6.0 modules implemented in COCHIN PORT
 - FICO
 - MM
 - HCM (OM, PA, Time & Payroll)
 - PS
 - PM
 - REM
 - ISU
 - BI/BW
 - ESS/MSS through EP
 - DMS and work flow
- ii. BASIS & ABAP activities for the maintaining, customizing and process improvements of the above modules
- iii. Activities related with the Integration & Interfaces of NON SAP modules with the integrated e-Port system
- iv. Activities related to the integration with GST portal and co-ordination with GST Suvidha provider(GSP)
- v. Execution / Implementation of Identified enhancements/configuration changes/validation & controls/ customization.
- vi. Minor Enhancements / Upgradation Support

5.2.2 OS, Database & Application Migration of SAP ECC 6.0 to the data centre of another Cloud Service Provider

Cochin Port may move the SAP and non SAP Applications in the Cloud to the data centre of another cloud service provider (CSP) with DR. Till the production system is up and running with the migrated data in Cloud, the functional and technical support should be made available for the present landscape by the contractor. Cochin Port will take necessary steps in having the present system as standby for a period of three months from the date of go-live in production in

Cloud. During this period also, the contractor shall extend the functional and technical support for the applications and data in the present system.

Migration of OS, Database & applications in the proposed cloud environment in Linux (RHEL/SUSE).

The existing XI (eXchange Infrastructure) system which is to be migrated or re-implemented along with objects/interfaces as PO (Process Orchestration) system. This job involves migration/re-implementation of all existing XI Messages which are available as of now, should be made operational in the PO system.

The contractor should ensure that after migration, all the existing SAP functionalities (standard & Zdevelopments etc), should work in the new environment and in case of any code conflicts both standard and in Z-Developments etc, it should be resolved.

After migration, other sub systems & services installed/ configured / connected and in use in the existing environment like FTP, SMS, e-mails, web services, web interface, iDocs, RFCs, DLLs etc should continue to run in the new environment and necessary configuration should be done to ensure the same.

Framing up of Backup & Restore Policies for all the applications deployed in the proposed environment, Setup the process for taking backup & restoration and train Cochin Port Officials for taking backup on a regular basis.

It is proposed to use the existing SAP (with Oracle database) & Oracle database (for non SAP Applications) licenses.

Complete Technical Documentation with version control to be submitted by the Implementation Partner after successful migration.

The contractor has to provide functional and technical support services before the migration, during migration and post migration for a total of four years.

The contractor has to provide Post Go-Live Support (PGLS) for three months from the date of Go-Live, which will be a part of this scope. During the period of Post Go-Live support, the contractor has to depute one consultant to ensure that the system is working satisfactorily meeting the requirements under the scope. The incidents and their resolutions on account of this will be a part of this scope during the PGLS period.

The contract has to bear all the expenses in connection with the Migration activities as well as the PGLS including the offsite & onsite visits/activities.

5.2.3 Technical & Functional Upgradation to SAP EHP 8.0

Current SAP Application is running in ECC 6.0 with EHP 7.0. The detailed software specification is given in Annexure II. Cochin Port is intending to go for

upgradation to EHP 8.0. The contractor shall submit a Plan of Action for moving to the EHP upgradation.

Mobilise enough resources for the completion for the entire activities.

The contractor has to submit a recommended Implementation plan with phases like

- Project preparation
- Blueprint
- Realisation
- Final Preparation for cutover
- Production Cutover
- Support

The contractor should manage the upgradation activities with a near zero business downtime.

A component list or object list to be prepared (Checklist of pre & post Go-Live technical and functional objects) so as to identify the custom functionalities introduced in the standard SAP components in newer version. The same has to be submitted to Cochin Port.

IMPACT Assessment on the technical & functional upgradation by analyzing the new version and changes introduced by SAP has to be done by the contractor

Liaison with the Functional Working Group Heads (FWGH) & EDP Officials of Cochin Port with respect to the modules and freeze the requirements if any and implement the best practices

The contractor has to take care of the following while upgrading:

- Adjustment requirement have to be listed out by the respective consultant along with an analysis on the ' Reset to Original' or ' Adapt modification'.
- Activate the new business functions given by SAP in new version, this can have an impact on the implemented business processes in our existing system
- Upgrading the system, accepting the newer version of screens , reports , function modules etc a technical adjustment causing minimum impact to the existing business processes.
- Initial level of testing has to be done by the contractor. The contractor has to submit the initial test script and the scenarios considered for testing. Testing prior to upgrade should cover the maximum scenarios for all the critical business process :
 - Highly used transactions
 - Control Report Testing
 - Interface Testing
 - Performance Testing
 - Output forms
- Necessary assistance in testing has to be extended by the contractor for

the UAT, which will be conducted by the Employer.

- Integration testing should also be conducted.
- All related transports have to be listed separately.
- All the system accesses including user creation, role assignments, developer keys, etc. has to be ensured on upgradation
- All connections to third party applications, RFC, etc. has to be established properly.

Ensure that all the functionalities are working in the proposed environment. All Z programs & integration with non SAP applications available as of now in the present version have to be made available in the proposed version as part of this work.

Additional new functions required for CoPA in the upgraded version have to be made available by the contractor. Commonly used features and functionalities available in EHP 8.0 including ESS & MSS operations shall be made available by the contractor as part of upgradation.

Documentation of all the functionalities of the modules have to be done by the contractor. Preparation of the Training materials and train the FWG Heads for conducting training to the end users.

The contractor has to provide Post Go-Live Support (PGLS) for three months from the date of Go-Live, which will be a part of this scope. During the period of Post Go-Live support, the contractor has to depute one consultant to ensure that the system is working satisfactorily meeting the requirements under the scope. The contractor has to ensure that all the system should work seamlessly with the existing as well as new features and functionalities during the PGLS and a defects liability of the same should be obtained.

The contract has to bear all the expenses in connection with the Upgradation activities as well as the PGLS including the offsite & onsite visits/activities.

5.2.4 Consolidated Proposal & specifications (OS, DB & Installation) for SAP & non SAP architecture for the Cloud migration

Cochin Port intends to have a virtualized Cloud architecture solution to migrate the present computing setup including storage & backup of SAP & non SAP Applications.

The Contractor shall recommend on the system landscape, generic specs for the Cloud architecture with due consideration of the Hardware, Software, Stable & Secure Connectivity requirements. The proposals should be comprehensive in nature for the DC, DR & the Client site (Cochin Port).

The recommended architecture should be scalable to cater to the future requirements also. The contractor is directly responsible for the Hardware sizing for the SAP applications. The individual system requirement will be provided by the respective non SAP application service providers/OEMs and the same has to be optimised and given for finalising the requirements and architecture for the Cloud service hosting.

Cochin Port will engage suitable MeitY (Ministry of Electronics & Information Technology) approved Cloud service provider having experience in hosting SAP (ECC 6.0) & non SAP applications.

Once the Cloud vendor is selected by Cochin Port, the contractor has to oversee the installation and configuration provided by the Cloud service provider is as per our requirements mentioned in the tender document. The contractor should have to liaison with the Cloud service provider for the migration.

5.2.5 Knowledge Transfer

The contractor should provide Knowledge Transfer to the next successful bidder as part of the contract and should transfer all the supporting documents for the smooth transition from AMC period. Performance Security as well as the cost towards Knowledge Transfer will be released only on successful completion of Knowledge Transfer & submission of documents aimed at seamless handing over taking over.

5.2.5.1 Roles and Responsibilities of the Contractor

i. Project Plan

The contractor has to submit a detailed project plan with critical milestones so as to have the quality system to be fully ready with all data migrated from the existing production (without EHP Upgradation) at a mutually agreed date on entering into the contract. The yearend activities should be in the existing production system. The EHP Upgradation should be done in the Cloud system after one months of go-live or at an extended mutually agreed date. The non SAP (POS & HMS) Application migration to production should also be done by the contractor.

The contractor has to submit a recommended Implementation plan with phases like

- Project preparation
- Blueprint
- Realisation
- Final Preparation for cutover
- Production Cutover
- Support

ii. Project Management

The contractor shall ensure that a senior support team manager (Project Manager) to provide consistent leadership and performance monitoring for effective support. The details of the Project team and task (Form VI) and Details of the Key personnels (Form VII) should be submitted by the contractor.

The contractor shall prepare weekly/monthly status reports and submit to Cochin Port.

The contractor shall interact with other product vendors / support vendors for system related issues in co-ordination with CochinPort.

The contractor has to ensure the service of the consultants based on the working calendar of Cochin Port Authority. During urgent work or any special occasion, the

service of the consultants needs to be ensured by the contractor to work on weekends/holidays and for extended times if the situation warrants.

iii. System Familiarisation

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

iv. Administration & Consultancy

The Contractor shall extend expert consultancy in

- a) ABAP and BI/BW areas,
- b) EHP enhancement / version upgrades
- c) System landscape for Cloud hosting including generic specs.
- d) Hardware Upgradation including the landscape and generic specs.
- e) Hardware & Software requirement for the implementation of GST, if required
Statutory Implementation if any, as per Govt. policies

v. Notes, Patches & Releases

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

The contractor shall implement SAP Notes as and when required.

Any SAP product level issues needs to be intimated through SAP market place and a follow up on the same for quick resolution.

Patches of all statutory changes in Income Tax, Service Tax, Professional Tax, GST, WCT, Luxury Tax, CESS, etc are to be done by the contractor within the time limits set out by the Govt / Regulatory authorities and in consultation with Cochin Port. This will be treated as incidents or CR, based on the effort days.

vi. Documentation

The contractor should maintain all the necessary documentation (i.e., Functional specs, Technical Specs, List of affected codes, Test scripts, Unit test plans, System Test plans etc) for any changes they perform in the system. All these documents should be approved by Cochin Port and a copy needs to be submitted by the contractor. At the end of the contract the contractor should submit the complete documentation including received/maintained as part of receiving the knowledge transfer in the beginning and the changes made during the contract.

vii. Training

The contractor should do hand holding activities to the users wherever required. The contractor shall provide training to the users for the processes / transactions that are changed / enhanced / introduced. Training to be given for the operation of the system on account of changes made by way of incident resolution or change

order implementation for getting the operational acceptance.

viii. Technical Support

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

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

ix. Recording / Tracking of Issues

The consultants of contractor shall use SAP Solution manager tool implemented/configured in Cochin Port for Incident management and recording/tracking of issues raised during support period. Necessary tweaking/configuration shall be done by the contractor in the solution manager for the full fledged use of the solution manager.

Since the recording/tracking of issues/additional requirements are for SAP as well as for the integration of non SAP systems and for BI reports generated from non-SAP systems also, an issue-tracker needs to be maintained and the same needs to be shared with Cochin Port.

x. Incident Management

- a. Any system error, issues, bug fixes, configuration and customisation in SAP should be carried out by the contractor.
- b. Any changes related to the existing interfaces like addition/deletion of new fields, changes in the mapping, creating/modifying static and dynamic queues, structural changes etc will be carried out by the contractor
- c. Activities towards implementing Recommendations, Release notes and patches from SAP will be considered as incidents.
- d. Any incident resolution taking more than three man days will be considered as Change Request.

xi. Problem Management

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

addressed within 24 hours.

xii. Change Management

The change management in Cochin Port is a predefined process which keeps track of all the changes carried out in the system through proper documentation and approval mechanism.

The Employer shall have the right to propose, and subsequently require, the Project Manager to order the Contractor from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called "Change"), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

For changes pertaining to Customisation, Configuration, new transactions / processes/ developments, Report generation/modification, Interface & Integration requirements required for implementation will be mutually agreed by both the contractor and Cochin Port by way of Change Request procedure. The contractor, during this support phase, should follow the procedure for any Change in the system.

xiii. Change Request & Implementation Procedure

a) Change Request

If the Employer proposes a Change, it shall send to the Contractor a "Change Request" in Form-IX requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal,".

b) Change Proposal

The Contractor may from time to time during its performance of the Contract can also propose to the Employer (with a copy to the Project Manager) any Change that the Contractor considers necessary or desirable to improve the quality or efficiency of the System. The Employer may at its discretion approve or reject such change proposed by the Contractor.

The Project Manager or any other nominated person of the Contractor should submit the change proposal on his own or in response to the Change Request from the Employer and the supporting information with detailed breakup using RICEFW.

The Change proposal shall include the following:

- (a) Proposer (Contractor / Employer)
- (b) Brief description of the Change;
- (c) Impact on the Time for Achieving Operational Acceptance;
- (d) Detailed effort estimate of the Change;
- (e) Effect on Functional Guarantees (if any);
- (f) Effect on any other provisions of the Contract.

The pricing of any Change shall be calculated as per the rates available in the contract.

Upon receipt of the Contractor's Change Proposal, the Employer shall decide whether to proceed with the change or not. Thereafter, the Employer shall issue the Contractor a Change Order in Form-X.

c) Change Order & Valuation

Notwithstanding the above, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

If the total efforts agreed for the change in mandays is less than or equal to three man days, then the contractor shall implement the change treating it as an incident with intimation to Cochin Port.

Cochin Port in consultation with the contractor will arrive at a consensus in the mandays requirement for the change. In case of changes requiring efforts more than two man days, COCHIN PORT will obtain a management approval for the financial implication to carry out the changes and a change order with the financial implication as per the man day costs for the Change Request.

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

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

d) Operational Acceptance

The contractor shall request for Operational Acceptance with respect to Change Order along with necessary documentation, for payment in the next quarterly cycle. Necessary documentation (i.e., Functional specs, Technical Specs, List of affected codes (if any), Test scripts etc) for the changes has to be submitted by the Contractor. Besides, training if required, to the users shall be given by the contractor. This document shall be a part of the knowledge transfer document.

5.2.5.2 Testing, UAT, Transportation to production

The contractor should carry out Code review, SIT of the process / module

(including co-ordination with other vendors), Unit testing, Integration testing of components etc. They will also be responsible for conducting the User acceptance testing for the same where the users will participate. First level test scripts (test results with examples from the respective consultant) from the consultants should be given at the time of releasing the changes for testing by the end user. Documentation with necessary flow chart has to be submitted by the consultant for the changes/additions and may further go ahead on mutually agreed solution.

Bug fixes/program changes will be tested by the support team and subsequently UAT (user acceptance testing) will be done by the end users in the Quality environment before they are transported to production.

5.2.5.3 Integration & Interfacing

The contractor shall responsible for handling issues/changes related to SAP – POS and HMS integration. The support team should provide suitable solutions, whenever there are requirements, for integration between systems and any reporting requirements coming from the business users for BW/BI report developments. Any changes with respect to those requirements should be handled by the support team.

5.2.5.3.1 Integration of Port Operation System (PortKonnnect)

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

1. Invoice Interface:
 - a) Invoice interface to Park (verify Sufficient funds availability) or Post the customer Invoice amount to Port Deposit(PD) Account and update the PD Balance information to Port Community System(PCS) portal through PortKonnnect.
 - b) Invoice final Settlement status to PortKonnnect from SAP.
 - c) Online Payment done by the Customer using PCS will be forwarded to corresponding PD account in SAP through PortKonnnect.
2. Gang Interface:

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

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

5.2.5.3.2 Integration with E-Invoicing Portal.

In Cochin Port Authority invoices are generated from SAP and POS applications. All the Port Operation System invoices are generated in the PortKonnnect system and the

same is posted to SAP FI module. In addition to the POS invoices, invoices are also being generated in SAP from REM, ISU, Customer Services & FI modules. Since automation of invoice upload/download to/ from GST portal is to be facilitated thru an empanelled GST Cloud Service provider, the contractor should facilitate the service of the GST Cloud Service Provider for CoPA and the yearly recurring charges for the same will be paid to the contractor as per the Price Schedule. The same has to be in turn paid to the GST Suvidha Provider by the contractor during the contract period and extension period if any. The present GST Suvidha provider for CoPA is M/s. Masters India Private Limited.

5.2.5.3.3 IT Audit Compliance.

CoPA will engage external agencies for Auditing various applications. The Contractor should fix the vulnerabilities if any reported by the Audit Team.

5.2.5.4 Minor Enhancements / Upgradation Support

In the period of the contract, CoPA may choose to upgrade the H/W and/or S/W versions including EHP Enhancement / Upgradation and migration to a different platform like cloud, HANA, etc. The Contractor shall extend support for migration activities of the application, database, etc. for the enhancement / upgradation / migration. Cochin Port will pay for the mutually agreed mandays as per the rate quoted for CR by the contractor in this tender.

The contractor may provide necessary technical support for finalizing the requirements and arriving at the specifications for the enhancements, upgradation and migration above.

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

5.2.5.5 Service Conditions:

i. Support Levels

o Level 1 Support

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

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

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

o Level 2 Support

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

product understanding

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

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

For the more technical roles, this includes not only user calls/issues, but also those problems found by the proactive application monitoring being done on a regular basis by the level 1-support person. Therefore, the level 2 person may also have to apply patches, complete performance tuning, re-create tables or indexes, etc.

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

- ii. The contractor will be responsible for Level 1 (Helpdesk, Process, Configuration, Integration and Testing) support and Level 2 (Code Change, Bug fixes) support for resolving problems and issues during the support period
- iii. For level 1, level 2 support, adequate resources shall be made available by the contractor
- iv. The proposed support scope shall cover all the offices of Cochin Port in Willingdon Island, Kochi – 682 009
- v. The contractor should provide contact numbers, email addresses, escalation matrix of the shared support team. Cochin Port shall be kept informed well in advance in case any changes are being made in the contact details.
- vi. The consultants deployed for the support services should have adequate experience to resolve the issues with respect to all modules. The contractor should submit the details of the consultants.
- vii. The change in consultants if any has to be intimated and prior approval has to be obtained from the Project Manager. Necessary documents and Knowledge Transfer to the new incumbents has to be done by the contractor.
- viii. Delivery Manager should ensure the proper Handing over of the pending tasks pertaining to the corresponding modules /existing documentations on change in the consultants if any. The same has to be updated to the Project Manager then and there.

5.2.5.6 Severity & Resolution:

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

Sl No	Severity Levels	Description	Measurement and Reporting	Resolution Duration
-------	-----------------	-------------	---------------------------	---------------------

1	Business standstill (Critical)	<p>An application is unavailable and blocks the execution of the primary business process. A workaround is not possible.</p> <p>A business-critical part of an application is not available. A workaround is not possible.</p> <p>Business-critical functions cannot be executed. A workaround is not possible.</p>	Monitored call reported monthly	Upto 24 Hours
2	Performance Degradation / Partial impact (High)	<p>Important functions perform with response times that deviate significantly from the agreement.</p> <p>The user is able to work but is unable to achieve a normal productivity level due to the problem.</p> <p>Partial unavailability of system or components.</p>	Monitored call reported monthly	Upto 72 Hours
3	Regular default category (Medium)	<p>A non-business critical part of an application is unavailable. A workaround is not possible but the user is able to achieve a normal productivity level.</p> <p>The problem has few consequences for the user and workaround is possible.</p> <p>The majority of the functions operate normally.</p>	Monitored call reported monthly	Upto 120 Hours
4	No immediate impact to business (Low)	<p>The problem has few consequences for the user and there is a workaround.</p> <p>The application or its parts are used by a very few users & the unavailability will not affect business.</p>	Monitored call reported monthly	Upto 240 Hours

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

5.2.6 Execution of the Works

i. Maintenance Support Activities:

The support activities including (SAP Incident Support, Integration with non SAP applications) shall be commenced by the contractor from the date as per the Work order issued by Cochin Port. The Contractor should liaison with the present support provider for familiarization of the present system.

ii. Recommendation on Cloud Infrastructure for Cloud Migration

The contractor shall submit the “Consolidated Proposal & specifications (OS, DB & Installation) for SAP & non SAP architecture for the Cloud migration”. Separate

work order will be issued in detail.

iii. OS, Database & Application Migration to the new Cloud

The Consolidated Proposal & specifications (OS, DB & Installation) for SAP & non SAP architecture for the Cloud migration has to be submitted by the contractor within a month from the date of issue of work order as per item No.ii of 5.2.6..

iv. SAP ECC6 EHP Enhancement/ Technical upgradation to SAP EHP 8.0:

Separate work order will be issued for the Enhancement and Technical Upgradation.

v. Knowledge Transfer

The contractor should provide Knowledge Transfer to the next successful bidder as part of the contract and should transfer all the supporting documents

vi. Variable Support Requirement:

As and when requires for Cochin Port during the entire period of the Contract.

6. FORMS

**Form - I
Cochin Port Authority
Letter of Application**

Registered Business Name

Business Address

Tel.

Fax

E-mail

To

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

Sir,

1. We hereby apply to be qualified with the Cochin Port as a Bidder for the work of 'ANNUAL MAINTENANCE SUPPORT, CLOUD TO CLOUD MIGRATION & TECHNICAL ENHANCEMENT FOR SAP APPLICATIONS' in Cochin Port
2. We authorize Cochin 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 Cochin Port to verify statements and information provided in this application or regarding competence and standings.
3. The names and positions of persons who may be contacted for further information, if required are as follows:

(a) Technical

(b) Personnel

(c) Financial

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

Sincerely

Date:

Encl. 1

**Form - II
COCHIN PORT AUTHORITY
Tenderer's Particulars**

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

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

Signature of Authorized Signatory

Date :

Place :

Seal :

III. FORM OF TENDER

(Note: This memorandum forms part of the Tender)

To
The FA&CAO,
Cochin Port Authority,
Willingdon Island,
Cochin -9.

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.

- 2 We undertake, if our Tender is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.
- 3 If our Tender is accepted we will furnish a performance security in the form of Demand Draft or irrevocable bank guarantee from a Nationalised Bank to be bound in a sum equivalent to 10% of the accepted tender value including taxes towards the project implementation and Warranty approved by the employer of the contract within the time stipulated in the tender.
- 4 We agree to abide by the terms and conditions, rates and purpose of this Tender for the period of 90 days from the date fixed for receiving the same and for a further period of 90 days if requested or for such further period as may be mutually agreed upon and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Should we fail to abide by the terms, conditions and rates of our Tenders during the above said period of 90 days or such extended period we agree to forfeit the Earnest Money deposited by us.

- 5 Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.
- 6 We understand and agree that you are not bound to accept the lowest or any Tender you may receive.
- 7 If our Tender is accepted we understand and agree that we will be held fully responsible for the due performance of the Contract.
- 8 We have furnished Earnest Money in the form of Pay Order / Demand Draft drawn on a Nationalised Bank payable in favour of the Cochin Port encashable at Cochin for the amount of Rs. 3,69,130/- (Rupees Three Lakhs Sixty Nine Thousand One Hundred and Thirty only) If our Tender is not accepted, the Earnest Money shall be returned without interest to us on our application when intimation is sent to us of rejection or at the expiration of sixty days from the date of expiry of validity of this Tender whichever is earlier. If our Tender is accepted the Earnest Money without interest shall be adjusted against the Security Deposit required for the faithful performance and proper fulfilment of the Contract.
- 9 We agree to execute all the Works referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered.

Dated this _____ day of _____ 2024
Signature_____ in the capacity of _____ duly
authorised to sign Tenders for and on behalf of _____.

(IN BLOCK LETTERS)

Address

Witnesses

1. Signature : _____
- Name : _____
- Address : _____
- : _____
- : _____
- : _____

2. Signature : _____
- Name : _____
- Address : _____
- : _____
- : _____

IV. FORM OF AGREEMENT

AGREEMENT NO.----- of 2023-24

This agreement is made at Cochin this the-----day of April, Two Thousand Twenty Three between----- represented by ----- aged -----, Son of ----- residing at ----- (House name and No.) ----- -- District ----- State -----

----- (hereinafter referred to as "The Contractor" which expression shall include their successors, assignees and administrators) of the one part AND the Board of Major Port Authority for Cochin Port commonly known as Cochin Port Authority, a body corporate under the Major Port Authorities Act, 2021 with its administrative office at Willingdon Island, Cochin-682009, represented by its FA& CAO (hereinafter referred to as "The Employer" which expression shall include their successors, assignees and administrators in the office) of the other part.

Whereas the "Employer" had called for the tenders for 'Functional and Technical Support for SAP Applications vide Tender Notice TENDER NO: FIN/EDP/ePort/Software Support/2023 Date:22.12.2023 and the contractor had submitted a tender for the same giving the rates subject to the terms and conditions etc. And whereas the said tender of the contractor has been accepted by the employer and a work order No.DT: has been issued to the contractor accepting their tender subject to the "General Conditions of Contract", "Instructions to the Tenderers" and such other contract documents. And as per one of the terms of the above work order, an agreement will have to be executed between the contractor and the employer.

NOW THESE PRESENTS WITNESES AS FOLLOWS:

- 1. The contractor hereby agrees to execute the work of 'Supply, Installation and Maintenance of Data Centre and Disaster Recovery Hardware Infrastructure' as described in the schedule, its annexure etc. at the rates shown there under subject to the "General Conditions of Contract", 'Scope of work' and "Instructions to the tenderers", all hereunto annexed within 8 weeks from the date of handing over of the site or in default to forfeit and pay to the employer the sum of money mentioned in the said conditions.
2. The contractor has furnished a Bank Guarantee for Rs. _____/- (Rupees _____ only) vide Bank Guarantee No. <BG No.> dated----- from, in lieu of Security Deposit for the due and proper fulfillment of the contract. The contractor further agrees that the aforesaid Bank Guarantee will be kept valid until one month beyond the expiry of the Guarantee Period. The contractor also agrees that the Bank

Guarantee furnished in lieu of Security Deposit for the due and proper fulfillment of the contract will be suitably enhanced so as to cover 10% cost of any additional items/ works that may be required for the proper completion of the contract or otherwise the employer can deduct such additional amounts towards Security Deposit from the Contractor's bills.

- 3. The following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - 1. Cochin Port 's Tender No FIN/EDP/ePort/Software Support/2023
Date: 22.12.2023
 - 2. Your Technical bid opened on XX/XX/XXXX
 - 3. Your price bid opened on XX/XX/XXXX
 - 4. Cochin Port 's Work Order No FIN/EDP/ePort/Software Support/2024 DT.: XX/XX/XXXX
 - 5.
 - 6.

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

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of And on behalf of the Board of Major Port Authority for Cochin Port, the FA & CAO has set his hand and seal and common seal of Board of Major Port Authority for Cochin Port as has been hereunto affixed the day and year first written above.

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

CONTRACTOR

(COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of:

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

Signed, sealed and delivered by
The FA & CAO,
Cochin Port Authority
on behalf of

EMPLOYER

The Board of Major Port Authority for Cochin Port.
Signed and affixed the common seal
of the board of Major Port Authority for Cochin Port
in the presence of

- 1)
- 2)

Form - V
COCHIN PORT AUTHORITY
Details of SAP projects implemented/support services as stipulated in MQC
(For MQC (iv,v,vi & vii))

(Note: Use Separate sheet for each implementation project/support service)			
Client Name			
Type of Organisation (Central/State Government / Public sector Undertaking / Public Sector Banks/Others)			
Type of Project / work /Job (SAP Implementation / SAP Functional & Technical Support / OS, Database & Application Migration of SAP / SAP EHP upgradation)			
Value of the Project / Work in INR			
Scope of Work (Tick the modules/Areas)	FICO	ISU	BI
	HCM	REM	ABAP
	MM	ESS/MSS	BASIS
	PS	DMS	PI
	PM	EP	
Name & address of Client Contact Details Tel. Fax eMail			
Status of the Project / Work (Completed / Ongoing)			
SAP implementation project :	Date of Commencement		
	Date of completion		

Maintenance Support Services	Warranty/ Maintenance Support Period: From ----- To -----
No. of SAP Users	
Applicable MQC	
Details of documentary proof enclosed (Documents as mentioned in MQC)	

Signature of the Authorised Signatory

Date :

Place :

Seal :

**Form - VI
COCHIN PORT AUTHORITY**

Composition of the Team for the project and Tasks of each Team Member

Sl. No.	Name	Position	Task/Role including respective module for the Project
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Signature of the Authorised Signatory

Date :
Place :
Seal :

Form VII
Cochin Port Authority
Details of Project Personnel
 (use separate sheet for each Key Personnel mentioned in Form VI)

Name of Personnel	
Present Designation	
Role in Cochin Port	
No. of years of experience	
No. of Assignments	

Qualification

Qualification 1	
Qualification 2	

Certifications

Certification 1	
Certification 2	

Specialisations

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

Assignments

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

Signature of the Authorised Signatory
Date :
Place :
Seal :

**Form - VIII
COCHIN PORT AUTHORITY
Performance Certificate**

To:

Sir,

Pursuant to the provisions of the Contract entered into between COCHIN PORT anddated, relating to the work 'ANNUAL MAINTENANCE SUPPORT, CLOUD TO CLOUD MIGRATION & TECHNICAL ENHANCEMENT FOR SAP APPLICATIONS' we hereby notify that the technical support for Activities specified mentioned in the Contract for SAP systems is satisfactory.

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

For and on behalf of the Employer

Project Manager
Date

**Form IX
COCHIN PORT AUTHORITY
Change Request Form**

To:

Ref:

Sir

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

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

For and on behalf of the Employer

Project Manager

Date:

Form - X
COCHIN 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. Man days :
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
COCHIN PORT AUTHORITY
Operational Acceptance Certificate

To:

Sir,

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

- 1.
- 2.

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

For and on behalf of the Employer

Project Manager
Date

Form – XII

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

SPECIMEN FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

In consideration of the FA&CAO representing the Board of Trustees of Cochin Port Authority (hereinafter called "COCHIN PORT") having agreed to exempt **<Name of the firm>** (hereinafter called the "said Contractor(s)" from the demand, under the terms and conditions of Contract awarded in tender No FIN/EDP/ePort/Software Support/2023 dated **22.12.2023** made between Cochin Port and **<Name of the firm>** for 'ANNUAL MAINTENANCE SUPPORT, CLOUD TO CLOUD MIGRATION & TECHNICAL ENHANCEMENT FOR SAP APPLICATIONS' (hereinafter called "the said 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* **<Bank Name>** (hereinafter referred to as the Bank) at the request of **<Name of the firm>** Contractor(s) do hereby undertake to pay to the COCHIN 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 COCHIN PORT by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

3. We* **<Bank Name>** do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the COCHIN 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 COCHIN 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. _____ (Rupees only).

4. We ***<Bank Name>** undertake to pay to the COCHIN 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. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

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

6. We*<Bank Name> further agree with the COCHIN PORT, that the COCHIN PORT shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the COCHIN PORT against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the COCHIN PORT, or any indulgence by the COCHIN 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.

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

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

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

Dated the day of 2024 for * *

* Indicate here the name of the Bank.

** Indicate here the period or date

Form XIII

**Cochin Port Authority
Proforma of Undertaking**

REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS

To

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

Dear Sir,

I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person / authority connected with the Tender process of Tender No. FIN/EDP/ePort/Software Support/2023 dated **22.12.2023** 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
Cochin Port Authority
Proforma of Disclosure of Payment

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

To

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

Dear Sir,

I/We have made / proposed to make the following payments in connection with the Tender No. FIN/EDP/ePort/Software Support/2023 dated **22.12.2023**

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
Cochin Port Authority
Proforma of Undertaking

THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT
DOWNLOADED

To

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

Dear Sir,

We.....
.....
.....do hereby confirm that no changes have been made in the tender document
downloaded and submitted by us for the Tender No FIN/EDP/ePort/Software
Support/2023 dated **22.12.2023**

Yours faithfully,

Signature :

Name & Designation :

Form XVI

Cochin Port Authority

Proforma of Pre Contract Integrity Pact

Tender No.....; Tender Title:

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____2024 at _____, India BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, represented by its FA & CAO, Sri, S/o Sri....., aged ...years residing at(address).....(hereinafter called the "The Principal", 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 (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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 shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 -Commitments of the "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, shall 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 shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall 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 shall 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 shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 -Commitments of the “Bidder/ Contractor”

(1) The “Bidder/ Contractor” commit themselves to take all measures necessary to prevent corruption. The „Bidder/ Contractor“ commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The “Bidder/ Contractor” shall 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 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 ‘Bidder/ Contractor’ shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
 - c. The ‘Bidder/ Contractor’ shall not commit any offence under the relevant IPC/ PC Act; further, the ‘Bidder/ Contractor’ shall not use improperly, for purposes 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/ Contractor’ of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors 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/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed in Appendix to this agreement.
 - e. The ‘Bidder/ Contractor’ shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The ‘Bidder/ Contractor’ shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 -Disqualification from tender process and exclusion from future contracts

If the ‘Bidder/ Contractor’, 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 their reliability or credibility in question, the Principal is entitled to disqualify the ‘Bidder/ Contractor’ 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/ Contractor“ from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from „Bidder/ Contractor“ 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) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If Bidder makes an 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

(1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

(2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 -Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, 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 shall inform the same to the Chief Vigilance Officer.

Section 8 -Independent External Monitor

(1) The BUYER/ EMPLOYER has appointed the following panel of Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission:

1. Shri. M.J. Joseph, ICAS (Retd.)
C 2204, Karle Zenith Residences,
100 Feet Kempapura Main Road,
Nagawara, Bangalore -560045
Email: joseph.iem@cochinport.gov.in

3 Shri. Punati Sridhar, IFOS (Retd.)
8C, Block-4, 14-C Cross, MCHS Colony,
HSR 6thSector, Bangalore-560 102
E-mail id: sridhar.iem@cochinport.gov.in

The task of the Monitor is to review independently and objectively whether and to what 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. The

Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organization.

- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on „Non-Disclosure of Confidential Information“ and of „Absence of Conflict of Interest“. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and rescue himself/ herself from that case.
- (5) The Principal shall 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 the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall 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.
- (7) The Monitor shall submit a written report to the Head of the Procuring Organization within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to Head of the Procuring Organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organization 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 Commissioner.
- (9) The word 'Monitor' would include both singular and plural.
- (10) In the event of any dispute between the Management and the Contractor, in case, both the parties are agreeable, dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose.
- (11) The fees/ expenses on dispute resolution shall be equally shared by both the parties.
- (12) A person signing the IP shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

- (13) In case of Joint Ventures all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub –contractor. It is to be ensured that all sub-contractors also sign the IP.

Section 9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. 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 the Head of the Procuring Organization.

Section 10 -Other provisions

- (1) This agreement is subject to Indian Law. The 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 turnout to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- (5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal
(Name of the Officer and Designation)
(Office Seal)

For and on behalf of 'Bidder/ Contractor'
(Name of the Officer and Designation)
(Office Seal)

For and on behalf of the Principal
Place Date

Witness 1: (Name & Address)

Witness2 : (Name & Address)

7. ANNEXURES
ANNEXURE I
Price Bid

Price Schedule Summary

COCHIN PORT AUTHORITY
ANNUAL MAINTENANCE SUPPORT, CLOUD TO CLOUD MIGRATION & TECHNICAL ENHANCEMENT FOR
SAP APPLICATIONS - SUMMARY

Details of Work		Amount				Total Amount	NPV Value of Payments	
SI No	Item	Year 1	Year2	Year 3	Year 4		Year 2 to Year 4	Total
I Maintenance Support Charges (Schedule I)								
A Fixed Charges								
1	SAP Incident Support including interfaces (40 incidents per quarter)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	E-Invoicing Support Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00
B Variable Charges*								
1	Additional incident support (Above 40 incidents per quarter, if any & the unused incidents if any, carried forward from the last quarter)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	Offsite Manday Charges for Change Request, If any	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3	Onsite Manday Charges for Change Request, If any	0.00	0.00	0.00	0.00	0.00	0.00	0.00
II One Time Charges (Schedule II)								
A. Migration & Upgradation Charges								
1	Consolidated Proposal & specifications (OS, DB & Installation) for SAP & non SAP architecture for the Cloud migration	0.00				0.00	0.00	0.00
2	Cloud to Cloud Migration	0.00				0.00	0.00	0.00
3	SAP ECC6 EHP Enhancement/ Technical upgradation to SAP EHP 8.0	0.00				0.00	0.00	0.00
B. Knowledge Transfer								
1	Knowledge Transfer & Documentation aimed at seamless handing over taking over				0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Price Schedule I

COCHIN PORT AUTHORITY												
ANNUAL MAINTENANCE SUPPORT, CLOUD TO CLOUD MIGRATION & TECHNICAL ENHANCEMENT FOR SAP APPLICATIONS - Maintenance Support Charges (Schedule I)												
Details of Work				Year 1		Year 2		Year 3		Year 4		Total Amount
SI No	Item	Unit	Annual Incident / Man Days (nos.)	Rate (Rs.)	Annual Support Charges without tax (Rs.)	Rate (Rs.)	Annual Support Charges without tax (Rs.)	Rate (Rs.)	Annual Support Charges without tax (Rs.)	Rate (Rs.)	Annual Support Charges without tax (Rs.)	
A Fixed Charges												
1	SAP Incident Support including interfaces (40 incidents per quarter)	LS/quarter	NA		0.00		0.00		0.00		0.00	0.00
2	E-Invoicing support charges	Yearly			0.00		0.00		0.00		0.00	0.00
B Variable Charges*												
1	Additional incident support (Above 40 incidents per quarter, if any & the unused incidents if any, carried forward from the last quarter)	no.	40		0.00		0.00		0.00		0.00	0.00
2	Offsite Manday Charges for Change Request, If any	no.	72		0.00		0.00		0.00		0.00	0.00
3	Onsite Manday Charges for Change Request, If any	no.	20		0.00		0.00		0.00		0.00	0.00
Total					0.00		0.00		0.00		0.00	0.00

Price Schedule II

COCHIN PORT AUTHORITY					
ANNUAL MAINTENANCE SUPPORT, CLOUD TO CLOUD MIGRATION & TECHNICAL ENHANCEMENT FOR SAP APPLICATIONS					
One Time Payment (Schedule II)					
Details of Work				Year 1	
SI No	Item	Unit	Annual Incident / Man Days (nos.)	Rate (Rs.)	Annual Support Charges without tax (Rs.)
A. Migration & Technical Upgradation Charges*					
1	Consolidated Proposal & specifications (OS, DB & Installation) for SAP & non SAP architecture for the Cloud migration	LS			0.00
2	OS, Database & Application Migration to Cloud	LS			0.00
3	SAP ECC6 EHP Enhancement/ iTechnical upgradation to SAP EHP 7.0	LS			0.00
B Knowledge Transfer#					
1	Knowledge Transfer & Documentation aimed at seamless handing over taking over	LS	NA		0.00
Total					0.00

Present SAP System details

SAP Version Description

<u>SAP System Data</u>	
Product Version	EHP7 FOR SAP ERP 6.0
Installation Number	20292091
License Expiration	31.12.9999
Unicode System	Yes

<u>Database Data</u>	
Database System	HANA 2.0
Release	SPS 04 Revision 45
Name	PH1(Production), DH1 (DEV and QAS)
Host	coptsapph1(PRD) and coptsapdh1 (DEV & QAS)
Owner	SAPPE1
Size of Database	Development: 195 GB Quality: 181 GB Production: 195 GB
No. of Instances	Development: 1 Quality: 1 Production: 2

Component	Release	SP-Level	Support Package	Short Description of Component
SAP_BASIS	740	0025	SAPKB74025	SAP Basis Component
SAP_ABA	740	0025	SAPKA74025	Cross-Application Component
SAP_GWFND	740	0025	SAPK-74025INSAPGWFND	SAP Gateway Foundation 7.40
SAP_UI	750	0016	SAPK-75016INSAPUI	User Interface Technology
PI_BASIS	740	0025	SAPK-74025INPIBASIS	Basis Plug-In
ST-PI	740	0013	SAPK-74013INSTPI	SAP Solution Tools Plug-In
SAP_BW	740	0025	SAPKW74025	SAP Business Warehouse
MDG_FND	747	0019	SAPK-74719INMDGFND	MDG Foundation 732
SAP_AP	700	0039	SAPKNA7039	SAP Application Platform
SAP_BS_FND	747	0022	SAPK-74722INSAPBSFND	SAP Business Suite Foundation
WEBCUIF	747	0022	SAPK-74722INWEBCUIF	SAP Web UI Framework
MDG_APPL	617	0019	SAPK-61719INMDGAPPL	MDG Applications 607
SAP_APPL	617	0019	SAPKH61719	Logistics and Accounting
SAP_FIN	617	0019	SAPK-61719INSAPFIN	SAP_FIN
SAP_HR	604	0190	SAPKE604J0	Human Resources
SAP_HRCAR	604	0190	SAPK-604J0INSAPHRCAR	Sub component SAP_HRCAR of SAP_HR
SAP_HRCAT	604	0190	SAPK-604J0INSAPHRCAT	Sub component SAP_HRCAT of SAP_HR
SAP_HRCAU	604	0190	SAPK-604J0INSAPHRCAU	Sub component SAP_HRCAU of SAP_HR
SAP_HRCBE	604	0190	SAPK-604J0INSAPHRCBE	Sub component SAP_HRCBE of SAP_HR
SAP_HRCBR	604	0190	SAPK-604J0INSAPHRCBR	Sub component SAP_HRCBR of SAP_HR
SAP_HRCCA	604	0190	SAPK-604J0INSAPHRCCA	Sub component SAP_HRCCA of SAP_HR
SAP_HRCCH	604	0190	SAPK-604J0INSAPHRCCH	Sub component SAP_HRCCH of SAP_HR
SAP_HRCCL	604	0190	SAPK-604J0INSAPHRCCCL	Sub component SAP_HRCCL of SAP_HR
SAP_HRCCN	604	0190	SAPK-604J0INSAPHRCCN	Sub component SAP_HRCCN of SAP_HR
SAP_HRCDE	604	0190	SAPK-604J0INSAPHRCDE	Sub component SAP_HRCDE of SAP_HR
SAP_HRCDK	604	0190	SAPK-604J0INSAPHRCDK	Sub component SAP_HRCDK of SAP_HR
SAP_HRCES	604	0190	SAPK-604J0INSAPHRCES	Sub component SAP_HRCES of SAP_HR
SAP_HRCFI	604	0190	SAPK-604J0INSAPHRCFI	Sub component SAP_HRCFI of SAP_HR

SAP_HRCFR	604	0190	SAPK-604JOINSAPHRCFR	Sub component SAP_HRCFR of SAP_HR
SAP_HRCGB	604	0190	SAPK-604JOINSAPHRCGB	Sub component SAP_HRCGB of SAP_HR
SAP_HRCHK	604	0190	SAPK-604JOINSAPHRCHK	Sub component SAP_HRCHK of SAP_HR
SAP_HRCID	604	0190	SAPK-604JOINSAPHRCID	Sub component SAP_HRCID of SAP_HR
SAP_HRCIE	604	0190	SAPK-604JOINSAPHRCIE	Sub component SAP_HRCIE of SAP_HR
SAP_HRCIN	604	0190	SAPK-604JOINSAPHRCIN	Sub component SAP_HRCIN of SAP_HR
SAP_HRCIT	604	0190	SAPK-604JOINSAPHRCIT	Sub component SAP_HRCIT of SAP_HR
SAP_HRCJP	604	0190	SAPK-604JOINSAPHRCJP	Sub component SAP_HRCJP of SAP_HR
SAP_HRCKR	604	0190	SAPK-604JOINSAPHRCKR	Sub component SAP_HRCKR of SAP_HR
SAP_HRCKW	604	0190	SAPK-604JOINSAPHRCKW	Sub component SAP_HRCKW of SAP_HR
SAP_HRCKZ	604	0190	SAPK-604JOINSAPHRCKZ	Sub component SAP_HRCKZ of SAP_HR
SAP_HRCMX	604	0190	SAPK-604JOINSAPHRCMX	Sub component SAP_HRCMX of SAP_HR
SAP_HRCMY	604	0190	SAPK-604JOINSAPHRCMY	Sub component SAP_HRCMY of SAP_HR
SAP_HRCNL	604	0190	SAPK-604JOINSAPHRCNL	Sub component SAP_HRCNL of SAP_HR
SAP_HRCNO	604	0190	SAPK-604JOINSAPHRCNO	Sub component SAP_HRCNO of SAP_HR
SAP_HRCNZ	604	0190	SAPK-604JOINSAPHRCNZ	Sub component SAP_HRCNZ of SAP_HR
SAP_HRCOM	604	0190	SAPK-604JOINSAPHRCOM	Sub component SAP_HRCOM of SAP_HR
SAP_HRCPH	604	0190	SAPK-604JOINSAPHRCPH	Sub component SAP_HRCPH of SAP_HR
SAP_HRCPT	604	0190	SAPK-604JOINSAPHRCPT	Sub component SAP_HRCPT of SAP_HR
SAP_HRCQA	604	0190	SAPK-604JOINSAPHRCQA	Sub component SAP_HRCQA of SAP_HR
SAP_HRCRU	604	0190	SAPK-604JOINSAPHRCRU	Sub component SAP_HRCRU of SAP_HR
SAP_HRCSE	604	0190	SAPK-604JOINSAPHRCSE	Sub component SAP_HRCSE of SAP_HR
SAP_HRCSG	604	0190	SAPK-604JOINSAPHRCSG	Sub component SAP_HRCSG of SAP_HR
SAP_HRCTH	604	0190	SAPK-604JOINSAPHRCTH	Sub component SAP_HRCTH of SAP_HR
SAP_HRCTW	604	0190	SAPK-604JOINSAPHRCTW	Sub component SAP_HRCTW of SAP_HR
SAP_HRCUN	604	0190	SAPK-604JOINSAPHRGUN	Sub component SAP_HRCUN of SAP_HR
SAP_HRCUS	604	0190	SAPK-604JOINSAPHRCUS	Sub component SAP_HRCUS of SAP_HR
SAP_HRCVE	604	0190	SAPK-604JOINSAPHRCVE	Sub component SAP_HRCVE of SAP_HR
SAP_HRCZA	604	0190	SAPK-604JOINSAPHRCZA	Sub component SAP_HRCZA of SAP_HR

SAP_HRGXX	604	0190	SAPK-604JOINSAPHRGXX	Sub component SAP_HRGXX of SAP_HR
SAP_HRRXX	604	0190	SAPK-604JOINSAPHRRXX	Sub component SAP_HRRXX of SAP_HR
EA-IPPE	400	0031	SAPKGPID31	SAP iPPE
EA-APPL	617	0019	SAPK-61719INEAAPPL	SAP Enterprise Extension PLM, SCM, Financials
EA-DFPS	600	0031	SAPKGPDD31	SAP Enterprise Extension Defense Forces & Public Security
EA-FIN	617	0019	SAPK-61719INEAFIN	EA-FIN
EA-FINSERV	600	0032	SAPKGPFD32	SAP Enterprise Extension Financial Services
EA-GLTRADE	600	0031	SAPKGP31	SAP Enterprise Extension Global Trade
EA-HR	607	0141	SAPK-607E1INEAHR	SAP Enterprise Extension HR
EA-HRCAR	607	0141	SAPK-607E1INEAHRCAR	Sub component EA-HRCAR of EA-HR
EA-HRCAT	607	0141	SAPK-607E1INEAHRCAT	Sub component EA-HRCAT of EA-HR
EA-HRCAU	607	0141	SAPK-607E1INEAHRCAU	Sub component EA-HRCAU of EA-HR
EA-HRCBE	607	0141	SAPK-607E1INEAHRCBE	Sub component EA-HRCBE of EA-HR
EA-HRCBR	607	0141	SAPK-607E1INEAHRCBR	Sub component EA-HRCBR of EA-HR
EA-HRCCA	607	0141	SAPK-607E1INEAHRCCA	Sub component EA-HRCCA of EA-HR
EA-HRCCH	607	0141	SAPK-607E1INEAHRCCCH	Sub component EA-HRCCH of EA-HR
EA-HRCCL	607	0141	SAPK-607E1INEAHRCCCL	Sub component EA-HRCCL of EA-HR
EA-HRCCN	607	0141	SAPK-607E1INEAHRCCN	Sub component EA-HRCCN of EA-HR
EA-HRCDE	607	0141	SAPK-607E1INEAHRCCDE	Sub component EA-HRCDE of EA-HR
EA-HRCDK	607	0141	SAPK-607E1INEAHRCCDK	Sub component EA-HRCDK of EA-HR
EA-HRCES	607	0141	SAPK-607E1INEAHRCCES	Sub component EA-HRCES of EA-HR
EA-HRCFI	607	0141	SAPK-607E1INEAHRCCFI	Sub component EA-HRCFI of EA-HR
EA-HRCFR	607	0141	SAPK-607E1INEAHRCCFR	Sub component EA-HRCFR of EA-HR
EA-HRCGB	607	0141	SAPK-607E1INEAHRCCGB	Sub component EA-HRCGB of EA-HR
EA-HRCHK	607	0141	SAPK-607E1INEAHRCCCHK	Sub component EA-HRCHK of EA-HR
EA-HRCID	607	0141	SAPK-607E1INEAHRCCID	Sub component EA-HRCID of EA-HR
EA-HRCIE	607	0141	SAPK-607E1INEAHRCCIE	Sub component EA-HRCIE of EA-HR
EA-HRCIN	607	0141	SAPK-607E1INEAHRCCIN	Sub component EA-HRCIN of EA-HR

EA-HRCIT	607	0141	SAPK-607E1INEAHRCIT	Sub component EA-HRCIT of EA-HR
EA-HRCJP	607	0141	SAPK-607E1INEAHRCJP	Sub component EA-HRCJP of EA-HR
EA-HRCKR	607	0141	SAPK-607E1INEAHRCKR	Sub component EA-HRCKR of EA-HR
EA-HRCKW	607	0141	SAPK-607E1INEAHRCKW	Sub component EA-HRCKW of EA-HR
EA-HRCKZ	607	0141	SAPK-607E1INEAHRCKZ	Sub component EA-HRCKZ of EA-HR
EA-HRCMX	607	0141	SAPK-607E1INEAHRCMX	Sub component EA-HRCMX of EA-HR
EA-HRCMY	607	0141	SAPK-607E1INEAHRCMY	Sub component EA-HRCMY of EA-HR
EA-HRCNL	607	0141	SAPK-607E1INEAHRCNL	Sub component EA-HRCNL of EA-HR
EA-HRCNO	607	0141	SAPK-607E1INEAHRCNO	Sub component EA-HRCNO of EA-HR
EA-HRCNZ	607	0141	SAPK-607E1INEAHRCNZ	Sub component EA-HRCNZ of EA-HR
EA-HRCOM	607	0141	SAPK-607E1INEAHRCOM	Sub component EA-HRCOM of EA-HR
EA-HRCPH	607	0141	SAPK-607E1INEAHRCPH	Sub component EA-HRCPH of EA-HR
EA-HRCPT	607	0141	SAPK-607E1INEAHRCPT	Sub component EA-HRCPT of EA-HR
EA-HRCQA	607	0141	SAPK-607E1INEAHRCQA	Sub component EA-HRCQA of EA-HR
EA-HRCRU	607	0141	SAPK-607E1INEAHRCRU	Sub component EA-HRCRU of EA-HR
EA-HRCSE	607	0141	SAPK-607E1INEAHRCSE	Sub component EA-HRCSE of EA-HR
EA-HRCSG	607	0141	SAPK-607E1INEAHRCSG	Sub component EA-HRCSG of EA-HR
EA-HRCTH	607	0141	SAPK-607E1INEAHRCTH	Sub component EA-HRCTH of EA-HR
EA-HRCTW	607	0141	SAPK-607E1INEAHRCTW	Sub component EA-HRCTW of EA-HR
EA-HRCUN	607	0141	SAPK-607E1INEAHRCUN	Sub component EA-HRCUN of EA-HR
EA-HRCUS	607	0141	SAPK-607E1INEAHRCUS	Sub component EA-HRCUS of EA-HR
EA-HRCVE	607	0141	SAPK-607E1INEAHRCVE	Sub component EA-HRCVE of EA-HR
EA-HRCZA	607	0141	SAPK-607E1INEAHRCZA	Sub component EA-HRCZA of EA-HR
EA-HRGXX	607	0141	SAPK-607E1INEAHRGXX	Sub component EA-HRGXX of EA-HR
EA-HRRXX	607	0141	SAPK-607E1INEAHRRXX	Sub component EA-HRRXX of EA-HR
EA-PS	600	0031	SAPKGPPD31	SAP Enterprise Extension Public Services
EA-RETAIL	600	0031	SAPKGPRD31	SAP Enterprise Extension Retail
FINBASIS	600	0031	SAPK-60031INFINBASIS	Fin. Basis
ECC-DIMP	600	0031	SAPK-60031INECCDIMP	DIMP

ERECRUIT	600	0031	SAPK-60031INERECRUIT	E-Recruiting
FI-CA	617	0019	SAPK-61719INFICA	FI-CA
FI-CAX	600	0031	SAPK-60031INFICAX	FI-CA Extended
INSURANCE	600	0031	SAPK-60031ININSURANC	SAP Insurance
IS-CWM	600	0031	SAPK-60031INISCWM	Industry Solution Catch Weight Management
IS-H	600	0057	SAPK-60057INISH	SAP Healthcare
IS-M	600	0031	SAPK-60031INISM	SAP MEDIA
IS-OIL	600	0031	SAPK-60031INISOIL	IS-OIL
IS-PS-CA	600	0031	SAPK-60031INISPSCA	IS-PUBLIC SECTOR CONTRACT ACCOUNTING
IS-UT	617	0019	SAPK-61719INISUT	SAP Utilities/Telecommunication
LSOFE	600	0031	SAPK-60031INLSOFE	SAP Learning Solution Front-End
SEM-BW	600	0031	SAPKGS6031	SEM-BW: Strategic Enterprise Management
ST-A/PI	01T_731	0003	SAPKITAB9X	Servicetools for SAP Basis 731 and higher

Annexure III

LIST OF DOCUMENTS (To be uploaded by the Bidder) <i>Tender No.FIN/EDP/Software Support/2023 Date: 22.12.2023</i>		
Sl No	Description of Documents	Clause
1	Cost of Tender Document Rs.2,360/- in the form of DD	
2	EMD for Rupees Rs. 6,65,580/- in the form of DD /Bank Transfer	
3	Letter of Application	
4	Tenderer's Particulars	
5	Form of Tender	
6	Memorandum	
7	Proforma for undertaking (Illegal Method / influencing tender process)	
8	Proforma for disclosure of payment	
9	Proforma for undertaking (No changes made in the tender document)	
10	Tender document duly filled in except price schedule signed and stamped on all the pages.	
11	Valid proof of Authorized partner of SAP implementation & technical support services for the past five years ending 30.11.2023	MQC (I)
12	Audited financial statements (Balance Sheet & Profit and Loss account) for the years, 2020-2021, 2021-22 and 2022-2023 shall be enclosed for verification.	MQC (II)
13	Copy of the certification of SEI CMMi Level 5 or above as on date	MQC (III)
14	Power of Attorney in favour of person authorised to sign the tender document.	
15	1. Copy of GST/VAT Regn. certificate. 2. Copy of TIN/PAN allotment letter 3. Copy of Sales tax clearance certificate	
16	Project details (along with Form V & VI): Documentary evidence such as copies of work orders / Purchase Orders / agreement copy and Client Certificate for the successful technical support services related to each similar job	MQC (IV, V&VI)
17	Project team and task	
18	Details of Key Personnels	
19	Additional Items -1	
20	Additional Items- 2	
21	Additional Items - 3	
22	Additional Items - 4	
23	Price Bid	